

Read This First!

VOTING ON PROPOSED AGREEMENT

AFSCME Council 5 locals and Hennepin County reached a tentative agreement after 10:00 AM on the morning of November 29th following 25 plus hours of negotiating. Voting on the Agreement is set for Wednesday, December 12th.

The Union's Table Team and Master Negotiating Committee recommends that you vote yes to accept the proposed agreement.

The general wage increase in the proposed agreement was offered to our Union in two ways for both years of the contract. The first alternative was to increase all salary ranges by 2.25% or \$.34/hour (whichever is greater) except that the top step of all salary ranges is to increase by a total of 3.4%. The second alternative was to increase all salary ranges by 3% or \$.45/hour in both years of the proposed contract. Members of the Master Negotiations Committee from Locals 34, 552, 1719, 2822 & 2938 (legal unit) selected the first alternative to present to their members for a vote. Members of the Master Negotiations Committee from Local 2864 selected the second alternative to present to their members for a vote. Currently, approximately 65% of the employees the Union represents are at the top step.

Our Union started our Contract Campaign in 2006. This campaign has impacted the outcome of negotiations. What our membership did away from the negotiating table to get the proposed agreement was more important than what we did at the table. Thanks for supporting your Union at the negotiating table.

CONTRACT VOTE WEDNESDAY, DECEMBER 12, 2007



- 1800 Chicago—2nd Floor, North 212, 1800 Chicago Ave., Minneapolis 11:30 AM – 1:00 PM
- Adult Correction Facility, Main Bldg. Lobby, 1145 Shenandoah Ln, Plymouth 6:15 AM – 8:45 AM
2:15 PM – 5:00 PM
- Brookdale Library – Creekside Room next to meeting rooms 11:30 AM – 1:30 PM
6125 Shingle Creek Parkway, Brooklyn Center 4:00 PM – 7:00 PM
- Century Plaza, 4th Floor Lunch Room, 330 So. 12th Street, Minneapolis 11:00 AM – 1:30 PM
- Health Services Building (HSB) - 1st Floor Lobby, 525 Portland Avenue, Mpls. 8:00 AM – 5:00 PM
- Hennepin Cty. Govt. Ctr., 6th Street Level on the North Side of the Gov't. Ctr. 7:30 AM – 6:00 PM
300 So. 6th Street, Minneapolis
- Ridgedale Library—Downstairs Lobby, 12601 Ridgedale Drive, Minnetonka 11:30 AM – 2:30 PM
4:00 PM – 6:30 PM
- Southdale Library (Small Conference Room) 11:00 AM—2:30 PM
7001 York Avenue So., Edina 4:00 PM—7:00 PM
- Family Justice Center (1st Fl. Child Support Reception Area) 11:00 AM—1:30 PM
110 So. 4th Street, Minneapolis

Members of AFSCME Locals 34, 552, 1719, 2822, 2864 & 2938 (Legal Unit) may vote on the proposed Contract at any listed time or location. You will need to comply with the voting procedures for your local, which may require proof of membership, signing of a membership card, or payment of one month's dues. Passage or failure is determined by a simple majority of those voting on each individual contract. All locations will have copies of the proposed contract changes and an AFSCME Representative available to answer questions. To view the proposed settlement, go to the AFSCME Council 5 website at www.afscmemn.org, click on "Bargaining Updates" then "Hennepin County" and open the proposed settlement summaries.

**AFSCME MEMBERS
LOCALS 34, 552, 1719, 2822, 2864 & 2938 (Legal Unit)**

Exercise your right to vote!

2008-09 Hennepin County and AFSCME, Multi-Unit Negotiations
SUMMARY OF TENTATIVE AGREEMENT - November 29, 2007

1. Article 9, Work Schedules/Premium Pay

- A. Increase all shift differentials by \$.05/hour in both 2008 and 2009.
- B. Increase all weekend shift differentials by \$.05/hour in both 2008 and 2009.

In 2008, both shift and weekend differential increases will be effective the first full pay period in 2008 or the first full pay period in 2008 following the execution of the agreement, whichever pay period is later.

In 2009, both shift and weekend differential increases will be effective the first full pay period in 2009.

- C. **Bi-Lingual Pay.** Increase bi-weekly rate from \$40.00/payroll period to \$45.00/payroll period. Increase shift rate from \$8.00/shift to \$9.00/shift. This increase will be effective the first full pay period in 2008 or the first full pay period in 2008 following the execution of the agreement, whichever pay period is later.

2. Article 11, Vacations. Add a new section to read as follows:

Section _____. Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of their Department Director, cash-out or convert to the County's deferred compensation program, up to forty (40) hours of vacation. In order to convert such vacation to cash or deferred compensation, the employee must, by November 1 of the payroll year PRIOR to conversion, submit to the EMPLOYER in writing, the specific number of vacation hours requested for conversion. The EMPLOYER shall convert such vacation to cash or make payment to the employee's deferred compensation account in February of the payroll year following receipt of the irrevocable election.

3. Article 22, Insurance

The parties agree to the following plan design changes. (Note: These benefit changes will not be codified in the labor agreement.)

- A. **Deductible carryover.** No carryover. New deductible begins anew at the beginning of each calendar year.
- B. **Employee covered as Employee as well as a Dependent.** If two employees work for Hennepin County, only one Employee can cover the family and the Employee cannot be covered as a Dependent if he/she also carries Single coverage.
- C. **Prescriptions.** Change co-pays from \$12/\$20 (generic/brand) to \$12/\$23 (generic/brand).

2008 Health Insurance Contributions

NOTE: These contributions shall be deducted in February 2008 for coverage starting in March, 2008. The previously executed Health Insurance Memorandum of Understanding shall govern Employer and Employee contributions in December 2007 and January 2008 for January and February 2008 coverage.

<u>Employee Only (Single)</u> (\$15.00 employee contr./\$555.95 employer contr.)	<u>Employee + Child(ren)</u> (\$258.24 employee contr./\$774.83 employer contr.)
<u>Employee + Spouse</u> (\$337.18 employee contr./\$1,011.54 employer contr.)	<u>Family</u> (\$375.36 employee contr./\$1,202.93 employer contr.)

2009 Health Insurance Contributions

For coverage in 2009, (deductions starting in December 2008, Employees will make a contribution towards Family, Employee + Spouse and Employee + Children premiums which is equal to the same percentage of premium borne by employees in 2008. In 2009, employees selecting Single coverage shall contribute \$17.00 per month initially with the single contribution increasing to \$25.00 per month on December 1, 2009.

4. Article 22A-Retiree Health Insurance/Health Care Savings Plan (NEW) Section 1. Early Retiree Health Insurance Program (ERHIP).

Subd. 1. **Benefit.** The County shall provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP as though the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost of dependent coverage in addition to any required share of the single premium. The County may establish appropriate policies and procedures to implement and administer the ERHIP that are not inconsistent with the requirements of this section. These include, but are not limited to, the application process and the time period required to apply for ERHIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.

Subd. 2. **Eligibility.** Only employees that have County group health insurance coverage in force on the date of employment termination and who were hired by the County prior to January 1, 2008, are eligible to participate in the ERHIP. Employees newly hired, re-hired or re-instated after January 1, 2008, are ineligible to participate in the ERHIP. To receive the health insurance continuation benefit provided for in the ERHIP, the employee must meet at least one of the following three eligibility requirements:

- A. The eligible employee meets one of the following age and years of service requirements:

<u>Age</u>	<u>Years of Service--Non Continuous Hours</u>
55 but less than 62	20 (41,600 hours)
62 but less than 63	15 (31,200 hours)
63 but less than 64	14 (29,120 hours)
64 but less than 65	13 (27,040 hours)

- B. The eligible employee at the time of retirement qualifies for and applies for a full, unreduced retirement annuity (other than a deferred annuity), based on a minimum of ten (10) years of Hennepin County service, from an approved Minnesota public service retirement program.

- C. The eligible employee at the time of retirement qualifies for and applies for a retirement annuity (other than a deferred annuity), from an approved Minnesota public service retirement program with at least twenty-five (25) years of covered service, at least ten (10) of which must have been with Hennepin County.

Subd. 2a. **Eligibility for Minneapolis Public Library (MPL) Employees.** All persons employed in a permanent position by the Minneapolis Library Board who are transferred to Hennepin County employment as a permanent employee as a result of a merger between the Hennepin County and Minneapolis library systems are eligible to participate in the ERHIP. Former MPL employees may also exercise their right to opt-out of the ERHIP as provided in subdivision 3, provided they do so by July 1, 2008, or 30 days after the effective date of the merger, whichever date is later. Former MPL employees transferred to Hennepin County as a result of a merger shall not receive credit for their years of service at MPL for purposes of determining eligibility for the ERHIP. Only time spent in service while employed by Hennepin County as a permanent employee will count towards determining eligibility for the ERHIP.

Subd. 3. **Opt-out.** Employees eligible to participate in the ERHIP may opt out of the program. Employees desiring to opt-out must elect in writing prior to July 1, 2008, whether they will maintain their current retiree insurance benefit, or opt out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option. This is a one-time, irrevocable election. Employees who do not make an election in writing prior to July 1, 2008, will be deemed to have elected to retain their current retiree insurance benefit under the ERHIP.

Subd. 4. **No Guarantee of Future Benefit.** Nothing in this section shall be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The County and the Union (or in the case of an unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part, this ERHIP. In the event the union is decertified as the exclusive representative, the County may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

Section 2. Health Care Savings Plan (HCSP)

Subd. 1. **Establishment of HCSP.** A Health Care Savings Plan (HCSP) is established to enable Hennepin County employees to save money on a pre-tax basis to pay post-County employment medical expenses and/or health insurance premiums. Employer and employee contributions

Administration
 Human Services and Public Health
 Environmental Services
 Housing Community Works and Transit
 Public Works Management and Support
 Transportation
 NorthPoint Health and Wellness
 Metropolitan Health Plan
 Community Corrections

Budget and Finance
 Information Technology
 Intergovernmental Relations
 Public Affairs
 County Attorney's Office
 Public Defender
 Sheriff's Office
 Law Library
 Library

Assessor
 Medical Examiner
 Property Services
 Taxpayer Services
 Examiner of Titles
 Internal Audit
 Human Resources
 Labor Relations
 Strategic Initiatives and Community Affairs

10. Supplemental Issues

Local 34, Social Services

A. Article 9, Work Schedules Premium Pay (NEW)

Add the following new section:

Section ____ Employees in the job classification of Senior Community Health Worker that are expressly designated by the Employer to be a WIC Site Coordinator shall receive a differential of \$1.00 for each hour so worked or designated, provided such an assignment is for at least a period of four (4) hours.

B. Article XX, Uniform Allowance (New Article)

Section 1. Permanent full-time employees of North Point Health & Wellness Center in the job classifications of Medical Assistant and Licensed Practical Nurse that are required to be in uniform shall be eligible to receive a uniform allowance in the amount of up to \$100.00 per calendar year. Permanent part-time benefit earning employees in the job classifications of Medical Assistant and Licensed Practical Nurse that are required to be in uniform shall be eligible to receive a uniform allowance in the amount of up to \$50.00 per calendar year. This allowance shall be made available to employees through reimbursement or the purchase of uniforms from mutually agreed-upon vendors. Employees subject to this section shall wear and maintain the type of uniform specified by the Employer.

C. Social Worker Career Ladder

The parties agree to replace the existing letter on this topic with a new letter that is attached.

D. Article 6, Seniority

Section 11 (Housekeeping)

Add: Chemical Health Counselor, Senior Chemical Health Counselor and Clinical Psychologist, Senior Psychologist.

E. Article 4 (Union Security)

Section 3(a): Increase stewards from 32 to 45

F. Article 9 (Work Schedules/Premium Pay):

Section 8 (New): Shift differential increase from \$1.00/hour to \$1.05/hour (2008) and \$1.10 (2009) for Medical Examiner's Investigative Assistant and Medical Examiner's Technician

Section 13 (New): Weekend differential increase from \$.90/hour to \$.95/hour (2008) and \$1.00/hour (2009) for Medical Examiner's Investigative Assistant and Medical Examiner's Technician

G. Article 2 Recognition & Article 38 (Salary Rates):

Add Medical Examiner's Investigative Assistant and Medical Examiner's Technician job classes and salary rates.

Housekeeping: Change job title CFAS Record Information Specialist to Record Information Specialist. Change job title EA Trainer to Training Specialist.

Local 552, Probation/Parole

A. Article 40, Right of Contracting Services

Section 2: Change "December 31, 2007" to "December 31, 2009".

B. Article 9, Work Schedules/Premium Pay

Section 14: Change "\$50.00" to "\$100.00"

Section 15: Change "weekend day" to "Friday, Saturday or Sunday"

C. Meet and Confer

The parties agree to Meet and Confer regarding Employer paid parking.

D. ICS/ISR (Housekeeping)

All current references in the agreement to ICS/ISR shall be changed to ISR. The changes will be made in Article 9, sections 13, 14 and 15 and Article 31.

E. Article 31, Meet and Confer (Housekeeping)

Delete: The parties further agree to meet and confer on PTO, Pay for Performance, Integration and Short Term Disability (STD) insurance.

Local 2938, Legal

A. The parties agree to Meet and Confer regarding the posting of vacancies in the Public Defender's Office.

B. The parties agree to execute the attached Letter of Understanding regarding the continuation of negotiations for the attorneys in the Public Defender's Office.

Local 2822, Clerical

A. Article 2, Recognition

Section 1 (Housekeeping)	Delete reference to: Tax Clerk	Real Estate Clerk, Senior
	Tax Clerk, Senior	Production Publishing Systems Operator, Senior.
	Real Estate Clerk	

B. Article 9 Section 19:

Section 19. For the job classes of Custody Records Coordinator, Sheriff's Clerk and Sheriff's ID Clerk, the parties agreed to increase the shift and weekend differentials as follows:

Custody Records Coordinator, Sheriff's Clerk and Sheriff's ID Clerk shift differential shall be \$1.10 per hour, \$1.15 in 2009.

Custody Records Coordinator, Sheriff's Clerk and Sheriff's ID Clerk weekend differential shall be \$.70 per hour, \$.75. in 2009

The parties agree that such increases in shift and weekend differential shall be considered an experiment for the life of our 2008-2009 ~~2006-2007~~ 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 2008-2009 ~~2006-2007~~ AGREEMENT, these shift and weekend differentials shall expire and the parties shall again negotiate such differentials.

C. New Job Class Salary Rates

Library Specialist	2007 Rates:	\$12.97 (min)	\$17.45 (max)
Real Estate and Tax Specialist III	2007 Rates:	\$16.27 (min)	\$23.57 (max)

D. Library Clerk Adjustments

The Parties agree

*to add a step at the bottom of the range as follows: \$11.238 new 1st step (\$11.538 old 1st step)

* to move existing Library Clerks as follows:

Clerks at Step 1 (10.679) to new step 1 of PSA (11.238)

Clerks at Step 2 (10.95) to new step 1.5 of PSA (11.40)

Clerks at Step 3 (11.238) to new step 2 of PSA (11.538)

* Performance review cycle starts over for all Clerks moved to new steps

* To move all other Library clerks at other steps to corresponding PSA step. Their review cycles would not start over.

* Clerks moved to PSA classes must meet qualification of PSA job class to continue movement up the range.

- E. Meet and Confer
The Employer and Union agree to meet and confer jointly with 2864 in the Labor/Management Committee regarding workflow, working out of class, the usage of vacation time, ergonomics, reassignment and merger issues should they arise. .
- F. Add the May 16th, 2007 letter of Agreement Between AFSCME and Hennepin County as a Side Letter
- G. Article 31, Meet and Confer
Section 1 (Housekeeping)
Delete the following: The Employer's policy with respect to video display terminals shall be included in the subjects considered appropriate for meeting and conferring under this section.

Local 2864, Professional (Library)

- A. Add the following classes to the Accretion Agreement:

Sr. librarian	HCL Information Writer, Sr.
HCL Administrative Assistant	HCL Information Technology Operations Analyst
HCL Information Technology Specialist	HCL Planning Analyst, Sr.
HCL Information Technology Specialist, Sr.	HCL Librarian, Sr.
- B. Update and Add Accretion Agreement to Labor Agreement as a Side letter (attached is Accretion Agreement)
- C. ARTICLE 31 - MEET AND CONFER
The EMPLOYER recognizes the value of a "policy consultant" relationship with professional employees and agrees to meet and confer with their representative as provided in MS 179A.08. Such meet and confer activity shall afford opportunity to share knowledge, expertise and dedication that may assist the EMPLOYER in developing policies which are helpful and necessary to the operation and quality of public service. The parties may meet monthly or on such other basis as mutually agreeable. The professional employees may have up to five (5) representatives present at the meet and confer sessions.
Subjects that may be included in such meet and confer activity are, work assignment policies and changes in the job class descriptions covered by this AGREEMENT.
Meet and confer activity shall be scheduled for the purpose of discussing county-wide planning/change initiatives with County Administration. Labor/Management meetings between County Administration and AFSCME Business Agents and Local Presidents could be used for this purpose.

The parties further agreed to meet and confer on job assignment, workflow, working out of class and the usage of vacation time. ~~Personal Time Off (PTO), Pay for Performance, Integration, and Short Term Disability (STD) Insurance.~~
~~No later than the first full payroll period following the execution date of the AGREEMENT, the parties have agreed to establish a county wide dignity and respect Meet and Confer team to review this issue with the goal of creating a plan to be utilized by September 1, 2004.~~
~~The parties have agreed to Meet and Confer on the following issues:
 Job class Flexibility/Service Integration and Productivity (NOTE: This could include the merging of certain job classes during the life of this AGREEMENT.
 Budget Impacts:
 Establishing a Post Retirement Health Care Expense Account.
 Employee automobile travel expense reimbursement procedures.~~

- D. The Parties agree to the following rates:

2007 Monthly Rates:	Min.	Max.		Min.	Max.
HCL Administrative Assistant	\$2952	\$4470	HCL Information Writer, Sr.	\$3484	\$5305
HCL Information Technology Specialist	\$3676	\$5358	HCL Info. Tech. Operations Analyst	\$3092	\$4255
HCL Information Technology Specialist, Sr.	\$4021	\$6302	HCL Planning Analyst, Sr.	\$3498	\$5325
HCL Information Writer	\$2835	\$4284	HCL Librarian, Sr.	\$3484	\$5409

- E. Meet and Confer
The parties agree to Meet and Confer jointly with 2822 in the Labor/Management Committee merger issues should they arise, workflow, working out of class and usage of vacation time. The parties also agree to meet and confer in the Labor/ Management Committee regarding the employers criteria for assigning in-charge pay.
- F. The parties agree to add the May 16th, 2007 letter of Agreement between AFSCME and Hennepin County as a Side Letter

Local 1719, Adult Corrections

- A. Article 9, Work Schedules/Premium Pay (Housekeeping)
Section 4:
Change "(8 hours)" to "(8 hours or more, e.g., such as 10 or 12 hour shifts)" to reflect that ACF has designated full-time shifts other than 8 hours.
- B. Article 7, Grievance Procedure (Housekeeping)
Section 3:
Change "Step 3: Mediation." to "Step 4: Mediation."
Change new Step 4 Mediation language to read as follows:
"If the grievance is not settled in accordance with the procedure set forth above, it may be submitted to mediation provided that the UNION and the Labor Relations Director or his/her designee, by mutual agreement, jointly petition the Minnesota BMS for assistance in resolving the grievance within ten (10) working days after the employee and the UNION's receipt of the EMPLOYER's written answer in Step 3. The parties shall have thirty (30) calendar days in which to resolve the grievance through mediation."
- C. Article 7, Grievance Procedure
Sections 6 and 8:
Change "Step 2" to "Step 3".
- D. Article 3, Definitions (Housekeeping)
Definition H:
Change "Adult Corrections" to Community Corrections".
Definition N:
Change to read as follows:
"Any of two sections of the Hennepin County Adult Corrections Facility: Men's or ACF North."
- E. Article 31, Meet and Confer
Delete Sections 2, 3 and 6.
Sec. 4 Delete last sentence only.
Re-number sections accordingly.
- F. Article 32, Discipline
Sec. 5 Change "Step 2" to "Step 3".
Add a new section to read as follows:
"Section 9.
Grievances relating to this Article shall be initiated by the UNION in Step 2 of the Grievance Procedure."
- G. Article 39, Clothing Allowance
Increase uniform allowance from \$415 to \$430 in 2008 and to \$445 in 2009.
- H. Article 9, Work Schedules/Premium Pay
Sec. 19 Increase Area DIC pay from \$.80/hour to \$.90/hour and Section DIC pay from \$1.30/hour to \$1.40/hour.
- I. Article 26, Shift Bidding/Work Vacancies
Section 1: Last sentence, delete the following: "until they have completed six full months of employment (1,040 compensated regular hours)".