

Union's Response to the Employer's opening proposal
EMPLOYER'S OPENING PROPOSAL TO AFSCME'S MULTI-UNIT GROUP
August 24, 2015 September 3rd 2015

- Local 34 Social Services Unit**
- Local 552 Probation/Parole Unit**
- Local 1719 Adult Corrections Unit**
- Local 2822 Clerical Unit**
- Local 2864 Professional Unit**
- Local 2938 Legal Unit**

What follows is the Employer's **OPENING PROPOSAL** in these negotiations. The Employer reserves the right to add to, modify or delete items in this initial offering.

These proposals apply to all of the Multi-Unit bargaining units listed above. The Employer reserves the right to present additional items which apply to specific bargaining units in our supplemental negotiations.

1. Term of the Agreement

- Article 45 Local 34, Social Services
- Article 43 Local 552, Probation/Parole
- Article 45 Local 1719, Adult Corrections
- Article 45 Local 2822, Clerical
- Article 44 Local 2864, Professional
- Article 44 Local 2938, Legal

Three (3) Years 2016, 2017 and 2018

Union maintains proposal of two year term.

2. Wages

- Article 38 Local 34, Social Services
- Article 39 Local 552, Probation/Parole
- Article 41 Local 1719, Adult Corrections
- Article 38 Local 2822, Clerical
- Article 40 Local 2864, Professional
- Article 40 Local 2938, Legal

2016: There will be a **1.0% increase to the top step only**, effective the first full payroll period in 2016, or the first full payroll period following County Board ratification, whichever is later (**No Retroactivity**).

2017: There will be a **1.0% increase to the top step only**, effective the first full payroll period in 2017.

2018: There will be a **1.0% increase to the top step only**, effective the first full payroll period in 2018.

Union wage proposal to follow

3. Step Increases

Article 38, Sec. 2	Local 34, Social Services
Article 39, Sec. 2	Local 552, Probation/Parole
Article 41, Sec. 2	Local 1719, Adult Corrections
Article 38, Sec. 2	Local 2822, Clerical
Article 40, Sec. 2	Local 2864, Professional
Article 40, Sec. 2	Local 2938, Legal

2016: **There will be step increases**, effective the first full payroll period in January 2016. The step increases will be paid the first full payroll period following the date the employee becomes eligible for the 2016 step increase, provided the employee's work performance evaluation is satisfactory (**Valued Performer**) or better. [TA 9-3-2015](#)

2017: **There will be step increases**, effective the first full payroll period following the date the employee becomes eligible for the 2017 step increase, provided the employee's work performance evaluation is satisfactory (**Valued Performer**) or better. [TA 9-3-2015](#)

2018: **There will be step increases**, effective the first full payroll period following the date the employee becomes eligible for the 2018 step increase, provided the employee's work performance evaluation is satisfactory (**Valued Performer**) or better. ([Pending duration of agreement](#))

4. Market Adjustments

The Employer will address market-based wage adjustments for limited job classes with demonstrated attraction / retention / market problems.

These job classes will be identified by the Employer in future meetings.

[Union awaits more details from the Employer, refer to Union supplemental proposals for further details on market adjustments.](#)

5. Pay For Performance

COMMUNICATION ITEM:

The Employer and AFSCME have already negotiated terms which provide Employer the ability to pay a wage rate higher than the rates shown in our labor agreements (**see all Wage articles at Section 2**).

For calendar year **2017**, the following Pay for Performance Program will be instituted by the Employer:

- In calendar year 2017, a cash lump sum payment of up to \$1,000.00 may be available for employees identified by the Employer, on a Pay for Performance basis.
- The Employer will, in its sole authority, determine how many employees may be eligible for all or part of this new Pay for Performance cash lump sum payment.
- Employees specifically designated by the Department Director as displaying exemplary performance may receive all or part of this new cash lump sum, as determined by criteria established by the Employer in its sole authority.
- This Pay for Performance Program will be administered solely by the Employer and will not be subject to the grievance procedure contained in the labor agreement.

Union rejects this proposal

6. Health Insurance

COMMUNICATION ITEM:

As communicated to our Labor/Management Health Care Committee, the cost of claims is predicted to exceed revenue by **7.90% in 2016.**

A. Employee Contributions Toward Health Premiums

Standard Plan

2016 Single Coverage:	\$85.00/month, an increase of \$10.00/month.
2017 Single Coverage	\$95.00/month, an increase of \$10.00/month over 2016.
2018 Single Coverage	\$105.00/month, an increase of \$10.00/month over 2017.

2016, 2017 and 2018
Three (3) Family
Coverages

The Standard Plan cost will be **same percentage of premium in 2016, 2017 and 2018 as in 2015.**

Single + Spouse	25.15%
Single + Child(ren)	25.14%
Family	23.94%

Advantage Plans

2016 Single Coverage:	Health Partners/Fairview Health increases \$10.00/month to \$51.86/month.
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HCMC/NorthPoint increases **\$10.00/month to \$18.72/month.**

2017 Single Coverage Health Partners/Fairview Health **increases by \$10.00/month to \$61.86/month.**

HCMC /NorthPoint **increases by \$10.00/month to \$28.72/month.**

2018 Single Coverage Health Partners/Fairview Health **increases by \$10.00/month to \$71.86/month.**

HCMC/NorthPoint **increases by \$10.00/month to \$38.72/month.**

2016, 2017 and 2018

Three (3) Family Coverages The Health Partners/Fairview Health plan will cost the **same percentage of premium in 2016, 2017 and 2018 as in 2015.**

Single + Spouse	21.21%
Single + Child(ren)	21.20%
Family	19.94%

HCMC/Northpoint plan will cost **the same percentage of premium in 2016, 2017 and 2018 as in 2015.**

Single + Spouse	16.83%
Single + Child(ren)	16.83%
Family	15.49%

B. Plan Design Changes 2016

COMMUNICATION ITEM: The Employer proposes the following Plan Design changes to mitigate the projected 7.9% premium cost increase in 2016:

On-line Care

Virtual on-line medical services are available at no cost to employees via Virtuwell (Health Partners Advantage) and Zipnosis (Fairview Health Advantage) and EVisit (HCMC / Northpoint). Please encourage your members to learn about and avail themselves of these services. Watch for more information during upcoming Open Enrollment.

Office Visit Co-Pays

- BeWell Clinic will not have an office visit co-pay.

- Advantage HCMC/NorthPoint will not have an office visit co-pay, however other provider locations in this network will have a \$20.00 office visit co-pay.
- The Three (3) for Free office visit program will remain in effect for the Advantage Plans.
- All plans, other than Advantage HCMC/ Northpoint, will have a \$5.00 increase to \$35.00 per office visit without incentive and a \$5.00 increase to \$20.00 per office visit when incentive completed.

Prescription Drug Co-Pay (All Plans)

- Generic co-pay increases \$5.00 to \$20.00
- Brand co-pay increases \$5.00 to \$45.00.

NOTE: when the cost of the drug cost is lower than the co-pay, the drug cost is paid.

- Mail Order Pharmacy (Navitus)
 - Generic co-pay will be \$40.00 for 90 day supply
 - Brand co-pay will be \$90.00 for 90 day supply.

NOTE: the advantage here is you pay 2 months co-pay for 3 mos. of drug supply.

Out of pocket maximums will remain the same (\$2,500 per individual, \$4,500 per family).

NOTE: The above changes to plan design will allow for a 1% point reduction in premium – from 7.9% to 6.9%

C. Plan Design Changes, 2017 and 2018

As agreed to in prior contracts, the Employer will, in its sole authority, set the health insurance premiums for **2017 and 2018** after consulting with our third party administrator, our benefits consultants, and after discussions with and input from the Labor Management Health Care Committee (LMHCC).

NOTE: As mentioned above, the Employer will be obligated to propose more aggressive premium increases and plan design changes than those stated in this initial proposal if the parties are unable to agree to the level of Employer authority discussed in the above paragraph.

D. Health Insurance Provider Tiers 2016, 2017, 2018

As agreed to in prior contracts, the Employer will, in its sole authority, determine for 2016, 2017 and 2018 how many tiers and which providers are included in which tier. A list of the top twenty (20) providers and their respective tiers is attached.

NOTE: the plan design for the current health plan offering(s), as well as the information about providers/networks/tiers will not be included in the labor agreement(s) but is described in detail on the Hennepin County Human Resources, Benefits website.

<http://www.hennepin.us/employees>

COMMUNICATION ITEM:

The Employer will use **\$3,000,000 from the Health Care Plan Reserves Fund** to offset the predicted 2016 premium cost increase of 7.9%.

This action will allow for an additional 2.9% point reduction in premium cost. In combination with the 1% point reduction in premium cost gained through plan design changes discussed above, the end result is a 4.0% increase to premium costs.

In 2017 and 2018, the Employer, in its sole authority, will determine if and how many dollars from the Reserves Fund will be utilized.

E. Dependent Audit

COMMUNICATION ITEM:

In 2014, the Employer conducted a dependent audit. We will continue to require new employees to provide evidence to establish dependent status.

Union Counter to follow

7. **Articles 11A/B Vacation/PTO Cash Out** (formerly known as “Vacation Sellback”)

Article 11A, Vacations

- Section 9 Local 34, Social Services
- Section 9 Local 552, Probation/Parole
- Section 10 Local 1719, Adult Corrections
- Section 10 Local 2822, Clerical
- Section 9 Local 2864, Professional
- Section 9 Local 2938, Legal

NOTE: This provision is also found in Article 11B (PTO), Section 14

COMMUNICATION ITEM:

The County Administrator has **approved the “sellback” of up to forty (40) hours** of Vacation or PTO in 2016. Administrator approval, if any, will be formally communicated in 2017 and 2018.

Clarification needed

8. **Article 25, Part-Time / Limited Duration Employees**

Modify Section 1 to read:

A permanent part-time employee working less than the full-time schedule will not participate in any benefits provided by this agreement except those working a schedule of twenty (20) hours or more per week will participate in benefits in the same ratio that his/her actual hours worked bears to the full-time work schedule. The Employer will pay, however, the same health insurance premium amounts to employees who are scheduled

to work at least twenty (20) hours per week **in 2016 and 2017 as it contributes to a fulltime permanent employee.**

In 2017, newly hired, rehired or reinstated employees must work at least thirty (30) hours per week in order to qualify for the full-time health benefit.

Union rejects this proposal

9. Article 9, Work Schedules Premium Pay

Local 34

Section 8 (Shift Differential)

Delete reference to \$.90/hour and replace with \$.95/hour in 2016 and \$1.00/hour in 2017.

TA 9-3-2015

Delete reference to \$.80/hour and replace with \$.90/hour in 2016 and \$1.00/hour in 2017.

TA 9-3-2015

Section 13 (Weekend Differential)

Delete reference to \$.70/hour and \$.80/hour and replace with \$.90/hour in 2016 and \$1.00/hour in 2017.

TA 9-3-2015

Section 18 (WIC Site Coordinator)

Delete reference to four (4) hours and replace with one (1) hours.

Expand to include COPE Coordinator

Union Counter:

Section 8- LPN Shift Differential delete reference to \$1.20/hour and replace with \$1.30 in 2016 and \$1.40 in 2017.

Section 8- LPN Permanent Nights differential delete reference to \$1.45/hour and replace with \$1.55 in 2016 and \$1.65 in 2017.

Section 8- M.E. Assistants and Techs shift differential delete reference to \$1.20/hour and replace with \$1.30 in 2016 and \$1.40 in 2017.

Section 13 – M.E. Assistants and Techs weekend differential delete reference to \$1.20/hour and replace with \$1.30 in 2016 and \$1.40 in 2017.

Section 19 – Shelter Team HSR and HSR Sr differential delete reference to \$1.55/hour and replace with \$1.65 in 2016 and \$1.75 in 2017.

Local 552

Section 8 (Shift Differential)

Delete reference to \$.90/hour and replace with \$.95/hour in 2016 and \$1.00/hour in 2017.

TA 9-3-2015

Section 9 (Weekend Differential)

Delete reference to \$.70/hour and replace with \$.90/hour in 2016 and \$1.00/hour in 2017.
TA 9-3-20015

Section 13 (ISR)

Delete reference to \$100.00/pp and replace with \$120.00/pp.
Union Counter- replaces with \$150.00 and expands to include EHM
(Electronic Home Monitoring) job title.

Local 1719

Section 11 (Shift Differential)

Delete reference to \$.90/hour and replace with \$.95/hour in 2016 and \$1.00/hour in 2017.
TA 9-3-2015

Section 15 (Weekend Differential)

Delete reference to \$.70/hour and replace with \$.90/hour in 2016 and \$1.00/hour in 2017
TA 9-3-2015

Section 21

Delete reference to \$1.05/hour and replace with \$1.50/hour. Further delete reference to four (4) hours and replace with two (2) hours.
Union Counter with \$2.00/hour and expand to Facilitators and Trainer'

Local 2822

Section 7 (Shift Differential)

Delete reference to \$.90/hour and replace with \$.95/hour in 2016 and \$1.00/hour in 2017.
TA 9-3-2015

Union Counter: Add additional language changes from 2822 Supplemental.

Section 12 (Weekend Differential)

Delete reference to \$.70/hour and replace with \$.90/hour in 2016 and \$1.00/hour in 2017.
TA 9-3-2015

Section 16 (Sr. Service Center Rep, Public Service Asst))

Delete reference to \$.85/hour and replace with \$1.00/hour
TA for Sr Service Center Rep 9-3-2015 (Clarification needed that this is effective 2016)

Union Counter:

Section 16- Public Service Asst: Change language to #6 in 2822 Supplemental.

Section 18 (Weekend Differential for Sheriff's Custody Records Coordinator, and Sheriff's Records Clerk).

Delete reference to \$.85/hour and replace with \$.95/hour in 2016 and \$1.00/hour in 2017.
TA 9-3-2015

Union Counter:

Section 18 (Shift Differential for Sheriff's Custody Records Coordinator, and Sheriff's Records Clerk).

Delete reference to \$1.25/hour and replace with \$1.35/hour in 2016 and \$1.45/hour in 2017.

Make Differentials Permanent. (Remove expiration language).

Section 19 (Associate Librarian)

Delete reference to three (3) hours and replace with two (2) hours

TA 9-3-2015

Union Counter:

Section 19- Associate Librarian In-Charge Pay: Delete reference to \$1.30/hour and replace with \$1.40/hour in 2016 and \$1.50/hour in 2017.

Local 2938

Section 9 (Shift Differential)

Delete reference to \$.90/hour and replace with \$.95/hour in 2016 and \$1.00/hour in 2017.

TA 9-3-2015

Section 10 (Weekend Differential)

Delete reference to \$.70/hour and replace with \$.90/hour in 2016 and \$1.00/hour in 2017.

TA 9-3-2015

Add new section (on-call pay)

Employees assigned by the Employer to remain on "On Call- Off Premises" status will receive \$2.60 per hour. This also applies should the Employer contact or indicate during non-working hours that an employee is expected to be available as on-call.

Local 2864

Section 8 (Shift Differential)

Delete reference to \$.90/hour and replace with \$.95/hour in 2016 and \$1.00/hour in 2017.

TA 9-3-2015

Section 13 (Weekend Differential)

Delete reference to \$.70/hour and replace with \$.90/hour in 2016 and \$1.00/hour in 2017.

TA 9-3-2015

Section 17 (In-Charge Pay)

Delete reference to three (3) hours and replace with two (2) hours.

TA 9-3-2015

Section 18 (Training Pay)

Delete reference to four (4) hours and replace with two (2) hours.

TA 9-3-2015

Union Counter: (Moved from Employer 2864 Housekeeping Item)

Article 9, Section 8 (Shift Differential). Add: Employees in the job class of Medical Examiner Investigator will receive a shift differential of \$1.30/hour in 2016 and \$1.40/hour in 2017.

Article 9, Section 8 (Weekend Differential). Medical Examiner Investigator – Replace weekend differential reference of \$1.10/hour with \$1.30 in 2016 and \$1.40/hour in 2017.

Add MEI Triage Investigator language from 2864 Supplemental.

10. Article 4, Union Security, Section 3, B

All Locals: Add to end of section: “In no case will more than two (2) stewards or officers be in attendance at any one (1) meeting.”

Union Counter: Add to end of section: “Except when agreed to in advance, any one meeting will have no more than two (2) stewards or local officers in attendance and no more than two (2) employer representatives.”

HOUSEKEEPING—ALL LOCALS

Article 32, Discipline, Section 4 (Clarification)

Oral Reprimands may only be processed to Step 2 of the Grievance Procedure.

See union proposal, attached.

Article 3, Definitions P. Permanent

Change “Permanent to “Regular”

NOTE: Human Resources has changed “permanent to “regular throughout the HR Rules. The parties should identify where the term “permanent” is used in our labor agreements and change it to “regular.” No change to intent.

TA- 9/3/2015

Article 37, Voluntary Leave Without Pay

Delete word “Voluntary” and replace with “Special.” Delete reference to 2014 and replace with 2016 in Section 1 and 2018 in Section 2.

TA- 9/3/2015 (Section 2 reference may be 2017 if 2 yr agreement)

Article 4, Union Security, Section 3, B (Clarification)

No more than one (1) steward or officer may be paid under this provision.

Clarification needed, what is the Employer’s point of clarification?

HOUSEKEEPING--Local 34

Article 9, Work Schedules/Premium Pay, Section 4

Add to end of Section 4 (same language as Section 5)

~~“Compensatory time may be accrued to a maximum of forty (40) hours. Compensatory~~ time may not be carried over from one calendar year to the next and will be liquidated by the close of each year either by the employee taking the time off or the balance being

paid off in cash at the employee's base pay rate. Employer approval for compensatory time off will be the same as that required for vacation".

TA- 9/3/2015

Delete the following job classes which were HCMC positions going back to 2007. They do not have any incumbents.

Psychometrist
Mental Health Worker
Nursing Assistant

TA- 9/3/2015

Article 2, Recognition, Section 1, (last sentence at bottom). Delete the phrase "and those employees covered by the Charitable Hospitals Act."

TA- 9/3/2015

HOUSEKEEPING--Local 552

Article 9, Section 11, a. Delete reference to \$45.00 and replace with \$47.50

TA 9/3/2015

HOUSEKEEPING--Local 2822

Remove the following job classes, as they have no incumbents

Library Specialist
Senior Medical Transcriber

TA- 9/3/2015

Article 9, Section 19, delete the following phrase in the second line: "expressly designated to be in charge of a library in the absence of a supervisor(s)"

TA- 9/3/2015

HOUSEKEEPING--Local 2864

Article 9, Section 8 (Shift Differential). Add: Employees in the job class of Medical Examiner Investigator will receive a shift differential of \$1.15/hour.

Move to differentials.

DISCUSSION ISSUES

a. Affordable Care Act, Cadillac Tax

In the event the Hennepin County 2018 health insurance premiums result in the 40% surcharge commonly referred to as the "Cadillac Tax", the parties will meet and negotiate

about how this surcharge is paid. More specifically, the parties will negotiate who pays for the “Cadillac Tax” and to what extent employees participate in the payment of such “tax”.

Union rejects discussion issue as stated, explanation to follow

b. Arbitration “No Man’s Land”

The parties should discuss whether or not a time limit should be established for arbitrating an issue which was heard and denied at Step 2 of the grievance procedure.

Union rejects discussion issue in its entirety

c. Early Retirees

The parties should explore options for early retirees which would keep retiree and Employer health plan costs more manageable. The MNSure exchange may accomplish this goal for some early retirees. Any change may require legislative action, in which case the Employer and the union should work together to explore changes which benefit all concerned parties.

Union rejects discussion issue

d. Local 2864, Professional Unit, Accretion Agreement

The current election process should be modified so as to require 50% plus one of all job classes in a job class series.

Union rejects discussion issue in its entirety

Examples:

Admin Assistant
Admin Assistant, Intermediate
Admin Assistant, Senior
Admin Assistant, Principal

Information Technology Specialist
Information Technology Specialist, Senior
Information Technology Specialist, Principal

Systems Software Programmer
Systems Software Programmer, Senior
Systems Software Programmer, Principal

e. Side letters

Through meet and confer activity, side letters and MOU’s should be reviewed for current relevance. The goal is to eliminate letters and MOU’s which are no longer relevant. Discuss Local 34 progress.

Union awaits Employer proposal with specifics

f. Attachment B (List of Hennepin Departments)

The current list of Hennepin Departments is as follows:

NOTE: Bolded Departments are re-titled, or newly created

Administration
Human Services and Public Health
Environment and Energy
Emergency Management
Housing, Community Works and Transit
Public Works Management and Support
Transportation
Strategic Planning and Programming
NorthPoint Health and Wellness
Metropolitan Health Plan
Community Corrections and Rehabilitation
Budget and Finance
Information Technology
Intergovernmental Relations
Internal Audit
Communications (was under Public Affairs)
Website Administration (was under Public Affairs)
Public Affairs
County Attorney
Public Defender
Sheriff
Library
Assessor
Medical Examiner
Facilities Services (was Property Services)
Resident and Real Estate Services (was Taxpayer Services)
Examiner of Titles
Hennepin Health
Human Resources
Labor Relations
Center for Innovation and Excellence (was Research, Planning and Development)

Social Services (Local, 34) and Clerical (Local 2822), Delete all references to “Super” Department
Employer withdrew on 9-3-2015