

**Hennepin County Negotiations
Locals 34, 552, 1719, 2822, 2864 & 2938
Initial Master Proposals
September 19, 2011**

ARTICLE 3 – DEFINITIONS

O. Limited Duration (NEW)

A non-permanent appointment which is expected to last less than two years, including employees whose work schedules are non-continuous or irregular in nature. If such appointment goes beyond two (2) years the limited duration appointment will become a permanent employee and seniority will accrue on the day the employee becomes permanent.

ARTICLE 4 – UNION SECURITY

Section 1: In recognition of the UNION as the Exclusive Representative

- A. The EMPLOYER shall once each ~~month~~ pay period deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION. Only the duly certified exclusive representative shall be granted payroll deduction of dues for employees covered by this AGREEMENT.
- B. The EMPLOYER shall remit such deductions ~~monthly~~ each pay period to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made.
- C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be with held each pay period and any fair share assessments authorized by law

Section 7: Temporary employees and limited duration employees and employees serving in the unclassified service shall have right of appeal only through Step 2 of this grievance procedure.

ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY

Section 1: This Article is intended only to define the ~~normal~~ regular hours of work and to provide the basis for the calculation of premium pay, if any. Nothing herein shall be construed as a guarantee of hours of work per days per week. (*Housekeeping*)

Section 3: Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER.

- A. Where staffing schedules are routinely subject to change, a staffing schedule showing the regular work days and work hours of all employees shall normally be prepared and posted at least fourteen (14) calendar days in advance of their effective date. Such staffing schedules, once posted, will only be modified when

necessitated by unscheduled employee absences and unscheduled changes in work load. A temporary change in the staffing schedule of a part-time or temporary employee is not a staffing schedule change for purposes of this Article. Employees may mutually agree to exchange days, shifts or hours of work ~~with the approval of their supervisor~~ provided such change does not result in the payment of overtime.

- B. Employees shall normally be granted an unpaid lunch break and two (2) fifteen (15) minute relief periods during each full work shift of eight hours or more ~~at times designated by the EMPLOYER~~. In some situations work demands may on occasion preclude the granting of an uninterrupted lunch break or relief period.

Section 4. For non-exempt employees, worked hours in excess of forty (40) hours per work week or any time over his/her scheduled hours with supervisor approval shall be overtime and compensated at one and one-half (1 1/2) times the employee's base pay rate or one and one-half (1 1/2) hours compensatory time for each hour worked, subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the employee's immediate supervisor or his/her designee. Overtime premium shall be provided in the form of either cash payment or compensatory time as determined appropriate by the EMPLOYER, provided employees shall have the right to indicate their preference to the EMPLOYER.

Section 8:

A shift differential of ~~\$.801.00~~ per hour shall be paid to all employees who work on an assigned shift where at least five (5) hours of the shift occur between 5 p.m. and 7 am. Such shift differential shall be paid in addition to other forms of premium compensation for which the employee qualifies. LPNs will receive a differential of ~~\$1.4030~~ per hour for shift, ~~\$1.35 55~~ per hour for permanent nights, and ~~\$.7090~~ per hour for weekends. Medical Examiner's Investigative Assistant and Medical Examiner's Technician will receive a shift differential of ~~\$1.4030~~/hour.

Section 13: A weekend differential of ~~\$.6080~~ hour shall be paid to all full-time employees required to work on any shift(s) that start on either Saturday or Sunday as part of their regular schedule. Such weekend differential shall be paid in addition to other forms of premium compensation for which the employee qualifies. LPNs will receive a differential of ~~\$.7090~~ per hour for weekends. Medical Examiner's Investigative Assistant and Medical Examiner's Technician shall receive a weekend differential of ~~\$1.0020~~/hour.

Section 15. Employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skill shall be compensated for such work according to the following terms and conditions:

- 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 ~~\$4550.00~~ 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 ~~\$910~~ in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed ~~\$4550.00~~ for any one payroll period.

Section 16: Employees expressly assigned by the EMPLOYER to remain in "On Call – Off Premises" status shall receive ~~\$2.50~~ the Federal Minimum Wage for each hour so assigned.

Section 17: In the event the EMPLOYER exercises its discretion to close a department, work site or workplace due to an emergency, including inclement weather, employees who were scheduled to work but could not due to such EMPLOYER decision may use accrued leave (vacation, sick leave, compensatory time, deferred holiday) to cover the hours missed. Further, with the approval of the EMPLOYER, an employee may be allowed to make up the time by working additional hours in a different building if practicable.

ARTICLE 11A • VACATIONS

Section 2: Full time employees shall accrue vacation benefits in accordance with the following schedule:

<u>Total Length of Service Since Most Recent Date of Hire</u>	<u>Annual Vacation Accrual Rate</u>
Less than six (6) months	64 68 hours
More than six (6) months but less than five (5) years	96 100 hours
More than five (5) years but less than eight (8) years	120 124 hours
More than eight (8) years but less than twelve (12) years	144 148 hours
More than twelve (12) years but less than eighteen (18) years	160 164 hours
Over eighteen (18) years	184 188 hours

Section 9. Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, ~~with the approval of the County Administrator,~~ cash-out, up to forty (40~~80~~) hours of vacation or PTO. In order to convert such vacation or PTO to cash, the employee must, during Open Enrollment 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 in February of the payroll year following receipt of the irrevocable election. At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account

ARTICLE 11B – PAID TIME OFF (PTO)

Paid Time Off (PTO) Schedule 1

<u>Total Number of Eligible Years Since Most Recent Date of Hire</u>	<u>Annual Paid Time Off (PTO) Accrual Rate</u>
More than zero (0) months but less than five (5) years	20.5 days
More than five (5) years but less than eight (8) years	23.5 days
More than eight (8) years but less than twelve (12) years	26.5 days
More than twelve (12) years but less than eighteen (18) years	28.5 days
Over eighteen (18) years	31.5 days

Paid Time Off (PTO) Schedule 2

Total Number of Eligible Years Since Most Recent Date of Hire
 More than zero (0) months but less than five (5) years
 More than five (5) years but less than eight (8) years
 More than eight (8) years but less than twelve (12) years
 More than twelve (12) years but less than eighteen (18) years
 Over eighteen (18) years

Annual PTO Accrual Rate
 22.5 days 25.5 days
 28.5 days 30.5 days
 33.5 days

ARTICLE 22 - INSURANCE

Section 1: The contributions in ~~2010~~ 2012, towards group hospitalization and medical insurance coverage selected by the EMPLOYER, shall be as follows:

~~2010~~

Single Coverage

~~2010 Premium: \$649.88/ month~~

~~County Contribution: \$624.88/month January through November, 2010; \$617.38 in December, 2010 Employee Contribution: \$25.00/month January through November, 2010; \$32.50 in December, 2010~~

Single + Spouse Coverage

~~2010 Premium \$1,527.18/ month County Contribution: \$1, 141.16/month Employee Contribution: \$384.02/month~~

Single + Child/ren Coverage

~~2010 Premium \$1,169.76/ month~~

~~County Contribution: \$875.64/month Employee Contribution: \$294.12/month~~

Family Coverage

~~2010 Premium \$1,787.14/month~~

~~County Contribution: \$1,359.22/month Employee Contribution: \$427.92/month~~

In ~~2011~~, 2012 and 2013 County contribution towards Family; Employee + Spouse; Employee + Child (ren) premiums which is equal to the same percentage of premium borne by employees in ~~2010~~78%. In ~~2011~~,2012, employees selecting Single coverage shall contribute ~~\$32.50 per month January through November and \$40~~25.00 per month beginning ~~December, 2011~~ in 2012 and 2013.

HENNEPIN COUNTY HEALTH PLAN 2011 SUMMARY OF BENEFITS

Medical Plan Highlights	With the Health Assessment		Without the Health Assessment	
	Participating Providers	Non-Participating Providers	Participating Providers	Non-Participating Providers
Partial listing of covered services				
Deductible and Out-of-Pocket				
Lifetime Maximum	Unlimited		Unlimited	

Calendar Year Deductible	None	\$500 per covered person; \$1,500 per family	None	\$500 per covered person; \$1,500 per family
Calendar Year medical out-of-pocket max	\$2,500 per covered person; \$2,500 per family		\$2,500 per covered person; \$2,500 per family	
Preventative Health Care				
Routine Physical and Eye Exams	100% Coverage	No Coverage	100% Coverage	No Coverage
Prenatal and postnatal care		70% coverage after deductible		70% coverage after deductible
Immunizations		No Coverage		No Coverage
Office Visits				
Illness or Injury	\$15 copay for Level 1 \$30 copay for Level 2	70% coverage after deductible	\$30 copay for Level 1 \$45 copay for Level 2	70% coverage after deductible
Allergy injections	100% Coverage		100% Coverage	
Physical, occupational and speech therapy	\$15 copay for Level 1 \$30 copay for Level 2		\$30 copay for Level 1 \$45 copay for Level 2	
Chiropractic Care	\$15 copay for Level 1 \$30 copay for Level 2		\$30 copay for Level 1 \$45 copay for Level 2	
Mental Health Care	\$15 copay		\$30 copay	
Substance-related care	\$15 copay		\$30 copay	
Emergency Care				
Urgently needed care at an urgent care clinic or medical center	\$30 copay	75% coverage of 1st \$2,500, then covered 100%	\$45 copay	75% coverage of 1st \$2,500, then covered 100%
Emergency care at a hospital ER	\$75 copay	75% coverage of 1st \$2,500, then covered 100%	\$75 copay	75% coverage of 1st \$2,500, then covered 100%
Ambulance	80% coverage	80% coverage	80% coverage	80% coverage
Inpatient Hospital Care				
Illness or Injury	\$125 per admit Level 1 \$250 per admit Level 2	70% coverage after deductible	\$125 per admit Level 1 \$250 per admit Level 2	70% coverage after deductible
Mental Health Care				
Substance-related care				
Outpatient Care				
Scheduled outpatient procedures (non-surgical)	\$15 copay for Level 1 \$30 copay for Level 2	70% coverage after deductible	\$30 copay for Level 1 \$45 copay for Level 2	70% coverage after deductible
Schedule outpatient surgeries	\$50 copay for Level 1 \$100 copay for Level 2		\$50 copay for Level 1 \$100 copay for Level 2	
Outpatient MRI and CT	80% coverage		80% coverage	
Durable Medical Equipment				
Durable medical equipment and prosthetic devices	80% coverage	70% coverage after deductible	80% coverage	70% coverage after deductible
Pharmacy Highlights				
	With Health Assessment		Without Health Assessment	
Partial list of covered services	Participating Providers	Non-Participating Providers	Participating Providers	Non-Participating Providers

Retail Pharmacy (up to a 30-day supply or one cycle of oral contraceptives)				
Generic Drug	\$13 copay	70% coverage after deductible	\$13 copay	70% coverage after deductible
Brand Name Drug	\$30 copay		\$30 copay	
Mail Order Pharmacy (up to a 90-day supply)				
Generic Drug	\$26 copay	Not Applicable	\$26 copay	Not Applicable
Brand Name Drug	\$60 copay		\$60 copay	

Section 2 of health plan: The aggregate level of benefits shall not be reduced during the term of this Agreement.

New Section-Employees on Layoff: A regular employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for an Employer Contribution for an extended benefit eligibility period of six (6) months from the date of layoff of employer-paid insurance.

ARTICLE 28 - PERFORMANCE EVALUATIONS

New Section 5 (Does not include either bargaining unit in 2938)

When an employee's reported regular work hours are less than forty (40) hours for non exempt employees and less than eighty (80) hours per pay period for exempt employees, their measured work performance results shall be based only on the actual reported regular work hours.

ARTICLE 31 - MEET AND CONFER

Section 2: Upon the request of either party, the EMPLOYER and UNION agree that not more than six (6) representatives of the EMPLOYER and not more than six (6) representatives of the UNION will meet and confer once each month or more frequently as the parties agree regarding **ergonomic issues (does not include Local 552 or either Local 2938 bargaining units)** pay equity, sick leave, health care cost containment, technology changes and resulting impact, parenting leave policies, and/or child care concerns, work week schedules, telecommuting, work loads/case loads, classification of Financial Worker, Senior and Principal, and impact of possible legislation involving the death penalty and/or Roe v. Wade. Upon mutual agreement of the parties, such meet and confer activity may include additional representatives from other employee organizations.

In addition, the parties mutually agree to conduct additional meet and confer sessions within individual departments or divisions. The number, frequency, length, scope and size of such meetings shall be determined by mutual agreement. The parties agree to conduct a meet and confer to work through logistics of the across department posting process.

ARTICLE 32 - DISCIPLINE

Section 2: Discipline when administered, will be in one or more of the following forms and normally in the following order:

- A. Oral Reprimand
- B. Written Reprimand

C. Suspension*

D. Discharge or disciplinary demotion

- 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 period of less than one (1) work week as
- Discipline under this Agreement. Rather, where just cause exists, and there is mutual agreement, the Employer may impose disciplinary reductions in accrued vacation, deferred holiday and/or compensatory time balances. The amount of such disciplinary reductions shall depend upon the seriousness of the offense and the involved employee's work record of employment. Disciplinary reductions in accrued vacation, deferred holiday, and/or compensatory time balances shall be treated as suspension for the purposes of the employee's record and progressive discipline.

Section 3. If the EMPLOYER has reason to reprimand any employee, it shall ~~normally~~ not be done in the presence of other employees or the public.

Section 5: The EMPLOYER and UNION shall make available to each other all information and evidence that will be used to support a written reprimand, suspension or discharge or defense against such action ~~no later than~~ prior to the Step 2 meeting of the grievance procedure.

Section 6: Personnel Records

C. Upon written request of the employee, a written reprimand shall be removed from the employee's personnel record if not further disciplinary action has been taken against the employee within ~~two (2)~~ one (1) years following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within ~~three (3)~~ two years following the date of reprimand **a suspension will be reduced to a written reprimand.**

E. When anything is added to any employee's personnel file the employee shall be notified and asked to sign it.

Section 7: Union Representation

Employees will not be questioned concerning an administrative investigation of disciplinary action unless the employee has been given an opportunity to have a union representative present at such questioning. If Union representation is requested all parties must agree on a time and date to meet. When mutually agreeable, the UNION shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

New Section Discipline related to forensic investigations, except for criminal activity, shall be limited to violations occurring since the employee's last completed performance review and capped at a maximum of twelve (12) months.

New Section **A disciplinary suspension shall not be served until the grievance procedure has been completed**

ARTICLE 37 - VOLUNTARY LEAVE WITHOUT PAY

Section 1. Employees may participate in a Voluntary Leave Without Pay Program as established by the Hennepin County Board of Commissioners. The Voluntary Leave Without Pay Program period is from date of County Board Approval through December 31, ~~2012~~.

Section 2. Upon the request of either party, the EMPLOYER and the UNION shall meet and confer on the extension of this Voluntary Leave Without Pay Program through calendar year ~~2014~~.

ARTICLE 38 - SALARY RATES

Section 1: **The Union shall reserve a proposal for a later date on compensation rates for 2012 and 2013.**

Section 2: The EMPLOYER shall determine the rate of compensation for each employee within the established salary range for his/her class based upon tenure and quality of performance. The EMPLOYER shall each year, or each six (6) months as provided in the EMPLOYER's Compensation Manual, review the salary of each employee who is not at the maximum rate of his/her salary range to determine whether the employee's rate of pay should be advanced in the salary range based on the quality of performance and shall advise the employee, in writing, of the reasons if the salary increase is not granted. An in-range salary increase shall be given to an employee upon satisfactory completion of 1,040 compensated regular hours of service in a new classification to which promoted. The EMPLOYER shall have the discretion to grant compensation in excess of the maximum rates shown when the EMPLOYER determines that the performance of any employee warrants any such additional compensation. ~~No in-range merit increases shall be granted to employees between January 1, 2011 and December 31, 2011.~~ **Employees who did not receive a merit increase in 2011 will receive a merit increase effective the first payroll period in January, 2012.**

Section 6: A lump sum of \$300.00 in ~~2012~~ and ~~2013~~ shall be paid to benefit earning employees of record whose wage rate is equal to or less than \$18.00 per hour.

In ~~2012~~, this lump sum shall be paid the payroll period of January 8, ~~2012~~. In 2013, this lump sum shall be paid the payroll period of *January 6, 2013.*)

Wage Rates. All the steps for each job classification in all of the bargaining units shall be listed in all of the Contracts.

NEW ARTICLE

BULLYING IN THE WORKPLACE

I. BULLYING IN THE WORKPLACE

Management has an obligation to provide a non-bullying environment in the work place.

Abusive action is conduct by an Employer or co-worker that a reasonable bargaining unit member would find hostile and unrelated to an employer's legitimate business interests. In considering whether abusive action is present, the severity, nature, and frequency of the conduct must be weighed. Abusive action may include, but is not limited to: repeated infliction of verbal abuse such as the use of derogatory remarks, insults, and epithets; verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating; severe harassment, including that based upon sex, race, ethnicity, age, disability, or sexual orientation; unreasonable work demands; or the sabotage or malicious undermining of a person's work performance. A single act normally will not constitute abusive action, but an especially severe and egregious act may meet this standard.

II. RETALIATION PROTECTION

Management shall not retaliate in any manner against a bargaining unit member because s/he has opposed any employment practice that allegedly creates an abusive conduct as defined by this Article, or because s/he has made a charge, testified, assisted, or participated in any manner in an investigation or proceeding under this provision, including, but not limited to, internal complaints and proceedings, arbitration and mediation proceedings, and legal actions.

III. RELIEF

- A. Alleged violations may be grieved and, if not resolved, submitted to binding arbitration.
- B. Relief granted due to a violation of this Article of the Agreement may include an order to cease and desist from such conduct and any other relief that is deemed appropriate, including, but not limited to, reinstatement, removal of the offending party from the complainant's work environment, back pay, medical expenses, and compensation for emotional distress.

IV. MANAGEMENT PREROGATIVES

It shall not be a violation of this Agreement where:

- A. The grievance is grounded primarily upon proper discipline or evaluation made in compliance with the provisions of this Agreement; or,
- B. The grievance is grounded primarily upon management's reasonable investigation about potentially illegal or unethical activity.

ARTICLE 45 - TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, ~~2010~~2012, through December 31, ~~2011~~2013 and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness thereof the parties have caused this AGREEMENT to be executed this ____ day of _____.