

AFSCME CONTRACT PROPOSAL TO HENNEPIN COUNTY

Here is the contract proposal for AFSCME Council 5, Locals 34, 552, 1719, 2822, 2864 and 2938 (Legal Unit), which represent approximately 4000 Hennepin County employees.

Our Union is making our proposal available to you before it is presented to the representatives of Hennepin County at the opening of contract negotiations on July 18, 2005. This document includes items which all Locals are proposing jointly as well as proposals specific to an individual Local (Supplementals), and proposed changes to the contract which don't substantively change the contract (Housekeeping Items).

This proposal was put together by our Union's Master Negotiating Committee with representation from the above listed Locals. If you have questions about the proposal, please plan on attending your Local's next membership meeting.

Attend the AFSCME Rally to kick off contract negotiations on the North plaza of the Hennepin County Government Center on Monday, July 18, Noon – 1:00pm. Come when you can.*
Support your Union's efforts for a fair contract!

We will be communicating via this website as negotiations progress. Please check it regularly after July 18 for updates and to hear more about what you can do in support of our Union Table Team during contract negotiations.

United to make a difference!

* You must attend on your own time.

**AFSCME COUNCIL 5
REPRESENTING
AFSCME
LOCALS**

34

552

1719

2822

2864

2938 (Legal Unit)

Initial Contract Proposal to

Hennepin County

July 18, 2005

ARTICLE 7-GRIEVANCE PROCEDURE

Change all references of 10 ~~calendar~~ days to 10 work days throughout the grievance procedure.

ARTICLE 9- WORK SCHEDULES/PREMIUM PAY

- Section 8 A shift differential of ~~\$.65~~1.00 per hour shall be paid to all employees who work on an assigned shift where at least ~~five(5)~~four(4) hours of the shift occur between 5 p.m. and ~~6~~7 a.m. Such differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.
- Section 13 A weekend differential of ~~\$.45~~.75 per hour shall be paid to full-time employees required to work on any shift(s) that start on either a Saturday or Sunday as part of their regular schedule. Such weekend differential shall be paid in additions to other forms of premium compensation for which the employees qualifies.
- Section 15 Employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skills 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 ~~\$35.00~~\$75.00 per payroll period. This differential shall be prorated for part-time employees. The differential will be in effect for all compensated hours including compensated leaves.
 - B. Employees who provide foreign language or sign language interpretation on an occasional or irregular basis at the request of the EMPLOYER shall receive ~~\$6.00~~\$10.00 in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed ~~\$35.00~~\$75.00 for any one payroll period.

ARTICLE 11-VACATIONS

Section 2. Full time employees shall accrue vacation benefits in accordance with the following schedule: (Changes only)

~~Less than six(6) months (1,040 compensated regular hours)~~ ~~64 hours~~

Over eighteen (18) years ~~184~~200 hours

ARTICLE 16- FUNERAL LEAVE

The EMPLOYER will approve and administer leave with pay in cases of death in the immediate family for purposes of attending funeral services and absences necessary to make funeral arrangements for the decedent. The degree of relationship is limited to: spouse, parent, step-parent, parent-in-law, children, stepchildren, brothers, brothers-in-law, sisters, sisters-in-law, aunts, uncles, nieces, nephews, grandparents, grandchildren, or person regarded as a member of the employee's immediate family. Such leave shall ~~be limited to a maximum of three (3) days (twenty-four (24) compensated hours) per occurrence not to exceed~~ forty-eight (48) hours in any calendar year.

In addition the parties shall discuss the contents of Attachment C

ARTICLE 22-INSURANCE

Section 1. Place Health Insurance on hold until we get more information from the Health Insurance Labor/Management Committee.

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.

ARTICLE 37 or 38-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 the date of County Board Approval through December 31, ~~2004~~ 2006.

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 ~~2005~~ 2007.

ARTICLE 38 or 41 SALARY RATES

Wages: Section 1 7% or \$1.05, whichever is greater for 2006
 7% or \$1.05, whichever is greater for 2007

ARTICLE 39, 40, OR 41 Right of Contracting Services

Add the following sections to all contracting out articles.

New Section : Feasibility Studies:

A. The Employer agrees to utilize bargaining unit employees to perform work which they traditionally perform, however, the Employer has the right at all times to analyze its operation for the purpose of identifying cost-saving opportunities.

B. Decisions to contract out shall be made only after the affected agency has conducted a feasibility study determining the potential costs and benefits, which would result from contracting out the work in question. The Employer agrees to notify the Union with written notice, as soon as practical but not less than one (1) week of its decision to initiate feasibility study. The study shall include all costs associated with contracting out the work in question including, but not limited to, wages, benefits, administrative costs, agency overhead, program supervision, and audits. The study shall similarly determine the costs of performing the work with Bargaining Unit Members. Notice to the Union shall include both the job classifications and work areas affected.

C. Notification to the Union of the results of the feasibility study will include all statistical and analytical information which the Employer will consider in making its decision regarding contracting out the work. This will include, but not be limited to, the total cost savings the Employer anticipates.

D. No employees shall be laid off and their work contracted out unless the feasibility study shows that contracting out would cost the Employer less.

New Section 2: Notification:

1. The Employer shall notify the Union of its final decision regarding contracting out.
2. If the Employer decides to contract out work that has been traditionally performed by employees in the bargaining unit, the Employer shall provide the Union with no less than ninety (90) calendar days notice that it intends to contract out bargaining unit work. The notification by the Employer to AFSCME Council 5 of the results of the feasibility study will include all information upon which the Employer based its decision to contract out the work, including but not limited to the total cost savings the Employer anticipates.
3. The Union may then submit an alternate plan that is to include potential costs and benefits. During this ninety (90) day calendar period the Employer shall not release any bids and AFSCME Council 5 shall have the opportunity to submit an alternate plan that will be given fair consideration by the Employer. During this ninety (90) calendar day period, the Union shall have the opportunity to discuss the placement of any affected employees.

New Section 3: Returning Work to County Service: Where the Union contends that work being performed under a service contract can be more economically, efficiently and qualitatively performed by employees in the bargaining unit, it shall notify the Employer of its contention in writing, supported by a statement setting forth the reasons why it believes such work can be more economically, efficiently and qualitatively performed by bargaining unit employees. The Employer will, upon a specific written request, furnish the Union with information reasonably available and relevant to its analysis. Where the Employer, after reviewing the Union’s contentions and conducting further analysis on its own, determines that the work can be more economically, efficiently and qualitatively performed by employees in the bargaining unit, the parties shall jointly develop a plan to return such work to County service.

ARTICLE 44 or 45-TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, ~~2004~~ 2006, through December 31, ~~2005~~ 2007 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 December, ~~2003~~ 2005.

SUPPLEMENTAL PROPOSALS

Local 34 Contract

1. Financial Case Aide (FCA) to Human Service Representative III (HSR III) pay parity
2. Misuse of intermittent staff – propose Meet and Confer language.
3. Pay parity for our nurses – Public Health Nurses (PHN) and clinical Nurse Specialists (CNS) – with HCMC nurses
4. Pay parity for SSW in ADS (those who worked in what was previously called Coordinated Home Services) to PHN pay.
5. Drop the pay for performance (bonus pay) criteria for the top step of the CNS pay range.
6. Senior Interpreter job class would be an automatic progression after two years of employment as an Interpreter.
7. No contracting out of interpreting of form letters.
8. Increase shift differential for LPN's by \$0.35 per hour and on weekends by \$0.30 per hour.

Local 552 Contract

Add a pay step to the top of the salary range for all job classifications. Make this new pay step 5% greater than the current top step. Advance all employees on the top step of the current salary range to the top step of the new salary range effective January 1, 2006. Then apply the general wage increase to all steps of the salary range.

All employees with a graduate, i.e. masters, doctorate, legal etc., degree shall receive a wage differential of an additional three percent (3%) of their regular wage for all compensated hours.

Local 1719 Contract

1. Parity with Ramsey County Corrections
2. Delete Article 11 - Vacations, Section 7

Section 7. Employees who reported to all their scheduled weekend shifts (exclusive of vacation and approved leave days) for an entire calendar year shall be allowed to use vacation for one (1) weekend in the following year without any requirement to take additional vacation days before or after the work weekend.

- Article 9, Section 19
Increase DIC pay to \$2.00 from ~~\$1.20~~ and IC to \$1.50 from ~~\$.80~~
- Increase Clothing Allowance to \$450 from ~~\$405~~ in 2006 and \$475 in 2007
- Add Hazardous Duty Leave in contract
- \$.50 hr for FTO pay
- Eliminate 16hr Mandatory Shifts (M&C Item?)
- New Article

New Article-ACF MEALS

Section 1. Employees assigned to work in the ACF for a work shift of eight (8) hours or more may share in a meal in the ACF provided by the EMPLOYER during their assigned shift.

ARTICLE 9

Section 11. A shift differential of ~~\$.65~~ 1.00per hour shall be paid to all employees who work on an assigned shift where at least five ~~(5)~~(4) hours of the shift occur between 3:00 p.m. and 6:00 a.m. Such shift differential shall be paid in addition to overtime premium for which the employee qualifies.

Local 2822 Contract

Article 9, Work Schedules, Premium Pay, Section 19
Change \$1.00 to \$2.00 and \$.60 to \$1.00.

The Union will be making a proposal for market adjustments for a number of classifications including the Office Specialist Series, the Real Estate Series, the Service Center Series and Legal Secretary.

Local 2864 Contract

All Librarians will receive a ____% market adjustment in addition to the general wage adjustment.

Develop procedure for reassignments within the library system.

Local 2938 Contract (Legal Unit)

1. Professional License Fees. The County shall pay the actual annual cost of the Minnesota Attorney License on behalf of each attorney in the bargaining unit.
2. Administrative Allowance. The County will pay an administrative allowance of eight hundred twenty five dollars (\$825) annually to each attorney in the bargaining unit. This amount will be prorated during an Attorney's first calendar year of employment.
For full-time employees and part-time employees hired on or before the date this agreement is approved by the Hennepin County Board of Commissioners, the administrative allowance shall be eight hundred twenty-five dollars (\$825). Employees hired after the date the contract is approved, who are part-time or later become part-time, will have their administrative allowance prorated based on the administrative allowance for full-time employees, and their scheduled hours of work.
3. Continuing Legal Education (CLE) – Effective January 1, 2006, each attorney in the bargaining unit shall receive a CLE allowance, to be paid by the County directly to the vendor or on a reimbursement basis, of three hundred seventy five dollars (\$375) per year, with a carry-over of unused amounts up to two years, and with a maximum accrual of seven hundred and fifty dollars) over the two years of the agreement. Any amount not used by the end of the second year will be forfeited by the attorney. However, if amounts remain unspent in the individual attorney's accounts at the end of the second year, fifty percent (50%) of that unspent amount will be placed in the jointly administered CLE fund for the next calendar year and fifty percent (50%) will revert to the County.

Effective January 1, 2006, 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, 2007. 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.

4. Add a pay step of \$ 29.792 per hour to the top of the salary range for the classification of Investigator. Advance all employees on the top step of the current salary range to the top step of the new salary range effective January 1, 2006. Then apply the general wage increase to all steps of the salary range.

HOUSEKEEPING ITEMS

Local 34 Contract

1. Update Recognition Article 2 by adding and deleting Job titles as appropriate such as adding Senior Clinical Psychologist.
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 number of Section 2 to 4. Change the date December 31, 2005 to December 31, 2007.

Include all documents from 2004 - 2005 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 2004 - 2005 to 2006 – 2007.

Include all documents from the 2004-2005 Agreement.

Local 2938 Contract(Legal Unit)

Include all documents from the 2004-2005 Agreement.