

Tentative Agreement – 11/16/15 – 9:30 p.m.

Summary drafted 11/20 – 4 p.m.

(MASTER) General Salary Adjustments and 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

Effective the first full pay period of 2016, all classifications with minimum salary ranges below \$15.00 will be increased to at least \$15.00 per hour. This shall not limit any general wage increases.

2016: For those at the top of their salary range: 2.5% general salary adjustment effective the first full payroll period in 2016.

For those still progressing within their salary range: 1.5% general salary adjustment effective the first full payroll period in 2016; and a step increase. The step increase 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.

2017: For those at the top of their salary range: 2.5% general salary adjustment effective the first full payroll period in 2017.

For those still progressing within their salary range: 1.5% or \$0.27, whichever is greater, general salary adjustment effective the first full payroll period in 2017; and a step increase. The step increase will be paid 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.

2018: For those at the top of their salary range: 2.5% general salary adjustment effective the first full payroll period in 2018.

For those still progressing within their salary range: 2.5% or \$0.45, whichever is greater, general salary adjustment effective the first full payroll period in 2018; and a step increase. The step increase will be paid 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.

Market Adjustments – see attached.

MASTER CHANGES – Impacts All Contracts

Preamble, Article 1.

Modify Article 1 – Preamble to read: This AGREEMENT, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees, Council No. 5 and its affiliated locals as identified in the Article herein titled “Recognition,” hereinafter called the UNION. The purpose of the Agreement is to fulfill the mutual desire of the EMPLOYER and the UNION to encourage and promote a culture of dignity and respect between the parties and a mutually satisfactory relationship with respect to the terms and conditions of employment in the county. The Employer and the Union recognize that it is in the best interest of both parties that all dealings between them be characterized by mutual responsibility and respectful treatment. The parties hereto agree as follows:

TA on 11/2/15 with the understanding that the Preamble cannot be grieved in isolation. Any grievance that references the preamble must also reference a specific term of the contract that the union believes has been violated in order to be considered a valid grievance.

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.

Article 4 Union Security: Section 1(e)

9/3/15 County conceptual proposal (language to be drafted later): The County is willing to continue to provide the add/drop report electronically at no charge; and willing to start providing quarterly report electronically at no charge (saving AFSCME about \$1K/year); in exchange for eliminating (and/or charging the union) for the monthly report and for anything provided in paper format. (Monthly data is all available on the quarterly reports)

Article 22 – Insurance

A. Employee Contributions toward Health Premiums

Standard Plan

2016 Single Coverage:	\$80.00/month, an increase of \$5.00/month.
2017 Single Coverage	\$85.00/month, an increase of \$5.00/month over 2016.
2018 Single Coverage	\$90.00/month, an increase of \$5.00/month over 2017.

2016, 2017 and 2018
Three (3) Family
Coverage’s

The Standard Plan cost will be **same percentage of premium in 2016, 2017 and 2018 as in 2015. i.e. NO CHANGE to the percentage of the employee’s cost share**

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

Advantage Plans

2016 Single Coverage:	Health Partners/Fairview Health increases \$5.00/month to \$46.86/month. HCMC/NorthPoint increases \$5.00/month to \$13.72/month.
2017 Single Coverage	Health Partners/Fairview Health increases by \$5.00/month to \$51.86/month. HCMC /NorthPoint increases by \$5.00/month to \$18.72/month.
2018 Single Coverage	Health Partners/Fairview Health increases by \$5.00/month to \$56.86/month. HCMC/NorthPoint increases by \$5.00/month to \$23.72/month.

2016, 2017 and 2018

Three (3) Family Coverage's	The Health Partners/Fairview Health plan will cost the same percentage of premium in 2016, 2017 and 2018 as in 2015 i.e. <u>NO CHANGE</u> to the percentage of the employee's cost share.
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. i.e. <u>NO CHANGE</u> to the percentage of the employee's cost share.
Single + Spouse	16.83%
Single + Child(ren)	16.83%
Family	15.49%

B. Health Insurance Plan Design Changes, 2016

The projected 7.9% premium cost increase for 2016 will be mitigated by 0.75% with the following Plan Design changes.

On-line Care

Virtual on-line medical services are available at no cost to employees via Virtuwel (Health Partners Advantage) and Zipnosis (Fairview Health Advantage) and EVisit (HCMC / Northpoint) and MDLive (all plans).

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

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 remain \$80.00 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).

C. **Health Insurance Premium and Plan Design Changes, 2017 and 2018, 2019**

The parties agree to a consensus decision making model within the context of the existing Labor Management Health Care Committee (LMHCC) for the purpose of setting plan design and premium for the years 2017, 2018 and 2019 as described below, and subject to the **Consensus Parameters** agreed to by the parties and incorporated by reference as an extension to this Agreement.

The LMHCC's consensus recommendations will be advisory to the Employer. If a consensus decision is reached by 8/31 of any given year of the contract, both the union and the county agree to be bound by the decision, pending County Administration approval. The consensus recommendation will be submitted to County Administration for final approval.

If a consensus decision is not reached by the LMHCC by 8/31 in any given year of the contract, the Employer will, in its sole discretion, set the health insurance premiums for each plan and implement plan design changes, if any, for that particular year, after consulting with the third party administrator, benefits consultants, and based on the discussions with and input from LMHCC.

During the last year of the contract, If a consensus decision on plan design and premium or continuation of the consensus model is not reached by the LMHCC by 8/31 of that year, the parties shall revert to the negotiation process as it has in the past. The employer shall present their proposal for changes to plan design and premium in the traditional contract negotiation format, after consulting with the third party administrator, benefits consultants, and based on discussions with and input from the LMHCC. Employee contributions for the subsequent Agreement will continue to be subject to negotiations between the parties.

The consensus model described herein will expire on 8/31 of the last year of this Agreement, unless the LMHCC provides a consensus recommendation that it should be continued into the subsequent Agreement.

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. Any such changes will be shared with the LMHCC group with the driving reason for such change and the financial impact initiating the change.

NOTE: Consistent with previous rounds of bargaining, the health insurance plan design and the provider networks / tiers shall not appear in the labor agreement(s), but rather shall reside on the Human Resources Benefits Unit website.

E. Health Care Plan Reserves Fund

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 0.75% point reduction in premium cost gained through plan design changes discussed above, the end result is a 4.25% increase to premium costs.

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

F. Dependent Audit

In 2014, the Employer conducted a dependent audit. The parties understand that new employees will continue to be required to provide evidence to establish dependent status.

Article 29 – Educational Assistance Expand tuition reimbursement to all employees of Hennepin County.

Replace Section 1 in its entirety and insert the following language: Tuition reimbursement shall be provided to employees covered by this collective bargaining agreement under the same terms and conditions, policies and procedures as the rest of Hennepin County as outlined [insert link] and reflecting a county-wide pool for funding.

Article 31 - MEET AND CONFER

Section 1. Upon the request of either party, the ~~The~~ Employer and the Union agree that not more than six (6) Union representatives and not more than six (6) Employer representatives will participate in a Meet and Confer session each month to discuss issues of concern to either or both of the parties.

A. The parties ~~shall~~ will meet and confer in regards to health of the workforce issues including but not limited to physical, psychological, ergonomics or public health concerns and safety items which are neither negotiable nor subject to the grievance procedure. (See also Attachment

B. The parties ~~shall~~ will meet and confer in regards to workloads/caseloads issues to identify ideal workload or caseload sizes and methods of achieving or working towards ideal workloads/caseloads. It is specifically understood that actual assigned workloads may differ from ideal workloads. The employer agrees that ideal or appropriate workloads/caseloads will be a significant consideration when assessing employee work performance. *(Remove the letters from December 1995 in 34 and 552)*

C. The parties ~~shall~~ will use the meet and confer process to establish a forum to address dignity and respect in the workplace on an ongoing basis.

~~Meet and confer activity shall will be scheduled for the purpose of discussing county-wide planning/change initiatives with County Administration. Labor/Management meetings between County Administration and AFSCME Field Representatives and Local Presidents could be used for this purpose.~~

~~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 MS179A.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.~~

Section 2. The parties may agree to conduct additional Meet and Confer sessions within individual departments or divisions. The number, frequency, length, scope and size of such meetings will be determined by agreement.

Section 3. Upon agreement of the parties, a Meet and Confer session may include additional representatives from other employee organizations or other outside parties with information to offer that is relevant to a proposed meet and confer topic.

Section 4. The parties agree that a specific meet and confer session will be scheduled for the purpose of discussing county-wide planning/change initiatives with County Administration. The Labor/Management meetings between County Administration and AFSCME Business Agents and Local Presidents could be used for this purpose.

Section 5. Attachment D, entitled **Meet and Confer Topics**, will be placed at the end of the contract and will serve as a reference list of specific topics the Employer and the Union agree to discuss during the term of this agreement. Each agreed-upon item placed on the list will be dated. The list will include active/ongoing meet and confer topics as well as inactive topics, including dates of inception where possible.

The Attachment D list will be reviewed and updated as needed during future contract negotiations to assist the parties with accountability for the issues that have been listed for meet and confer discussion during the term of a particular agreement. If the parties agree that a topic placed on the list at an earlier date no longer requires discussion, that topic will be placed on the “inactive list” in Attachment D. ~~struck through and dated signaling discussion completion.~~ However, the inactive list ~~struck through entry will~~ remain on Attachment D ~~the list~~ from contract to contract as a historical record.

Section 6. Nothing in Section 5 regarding Attachment D is intended as a limit upon the parties’ ability to introduce any mutually agreed upon topic for discussion at any future Meet and Confer session.

Article 32, discipline, Section 4 (Clarification)

Section 4- no change to current language

Section 6- ~~Personnel Records~~ Human Resources Employee File (throughout paragraph)

No other changes proposed- leave as current contract language

10/15/15 - T.A. to go to current language with the change to “Human Resources Employee File (throughout), with two understandings. 1) Oral reprimands are documented but not placed in HR Employee File; and 2) oral reprimands cannot be arbitrated.

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.

Article ##- Term of Agreement [## depends on contract]

This AGREEMENT shall be in full force and effect from January 1, ~~2014~~, 2016, through December 31, ~~2015~~, 2018, 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 ~~17th~~ _____ day of December, ~~2015~~.

Attachment B (List of Hennepin Departments)

9/21/15: Updated as follows for union to review; we will update one more time before contract is printed.

The current list of Hennepin Departments is as follows:

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

- Administration
- Budget and Finance
- Center for Innovation and Excellence (was Research, Planning and Development)**
- Communications (was under Public Affairs)**
- Community Corrections and Rehabilitation
- Community Works
- County Assessor
- County Attorney's Office
- Emergency Management
- Environment and Energy
- Examiner of Titles
- Facility Services
- Hennepin Health
- Human Services and Public Health
- Human Resources
- Information Technology
- Internal Audit
- Intergovernmental Relations
- Labor Relations
- Library
- Medical Examiner
- Metropolitan Health Plan
- NorthPoint Health and Wellness
- Planning, Policy and Land Management
- Public Defender Office
- Public Health
- Public Works
- Public Works Management and Support
- Resident and Real Estate Services
- Sheriff's Office
- Transportation Roads & Bridges

Local 34 (FF)

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

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

Article 3, Definitions, Q, Probationary Period. Add new (3)

(3) Newly Employed, Promotional and Transfer employees in the job classification of STS Crewleader will serve a 12 month probationary period. [This is already in place].

Article 9, Work Schedules/Premium Pay, Section 4

Add to end of Section 4 (same language as Section 5). This is a clarification.

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”.

Article 9, Section 8 (Shift Differential)

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

Article 9, 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.

Article 9, Section 8 – LPN delete reference to \$.80/hour and replace with \$.90/hour in 2016 and \$1.00/hour in 2017.

Article 9, 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.

Article 9, 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.

Article 9. Section 16 (On Call- Off Premises)

Employees expressly assigned by the EMPLOYER to remain in “On Call – Off Premises” status ~~shall receive \$2.55 for each hour so assigned. In 2015, employees~~ will receive \$2.60 for each hour so assigned.

(NEW)Public Health Emergency Mental Health On Call – Off Premises Status.

The Employer will pay Public Health Emergency Mental Health employees working in On Call – Off Premises status \$6.00 for each non-working hour assigned to this status.

Employees who are called and provide a mobile outreach response during an On Call-Off Premises assignment will be paid their regular straight time rate when they are working.

Employees will not be paid both On Call-Off Premises pay and regular straight time pay for the same hours.

On Call-Off Premises hours are not counted as work hours for purposes of calculating overtime pay.

Article 9, Section 18

WIC Sites: WIC employee/s performing rotated designated public health nutritionist operations tasks will receive a differential of \$1.10 for each hour spend doing said tasks, provided the time spent on the operations work is a period of at least one (1) hour.

Article 9, New Section 20 (ME Tech Training Pay). (Housekeeping proposal to insert language missed last round). We need to make sure we get the coding corrected.

Employees in the job class of Medical Examiner Technician, who are required by the EMPLOYER to train employees or others designated by the EMPLOYER, will receive an additional \$1.60 per hour for all hours so assigned, provided such training is for a period of at least one (1) hour.

Article 38, Section 4. Salary Rates

The EMPLOYER shall pay to the UNION or its designee ~~\$.33~~ \$.35 for the year of 2016, \$.37 for the year 2017 and \$.39 for the year of 2018 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. 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.

ATTACHMENT D LOCAL 34 MEET AND CONFER TOPICS

Active:

1. Child Protection Induction unit efficacy with quarterly reviews beginning January 2016.
2. Child Protection Screeners moving to a 24/7 schedule; shift bidding issues; after hours work site security issues; shift differential if a problem is identified.
3. Child Protection Worker issues including workload/caseload as a result of the Governor's Task Force; on-call issues; resources for families such as car seats at all sites.
4. Child Support work standards
5. Cost and implications regarding a change of employee work location with short notice
6. Ergonomic issues related to HSPHD Regionalization
7. Health care cost containment
8. HSPHD work culture
9. Human Service Representative series issues including the promotional process from HSR to Senior HSR; workloads/caseloads; onboarding concerns; complexities of multiple program training
10. Language classes for clients we serve ie. Somali
11. Limits to face time/phone contact with individuals in crisis per day and per week
12. Performance results
13. Regional transfers
14. Shift bid language for STS Crew leaders
15. Worksite assignment and notification process
16. Career ladder for case management assistants in family stabilization
17. Career ladder for public health nurse to senior public health nurse
18. Use of limited duration employees discussion with HR Director
19. ROWE
20. Health Insurance (current employees and during potential lay-off's)
21. Pay equity

22. Sick leave
23. Health care cost containment
24. Budget impacts
25. Technology changes and resulting impact
26. Parenting leave policies and/or child care and elder care concerns
27. Work week schedules
28. Impact of possible legislation on workplace policies, conditions of employment or as needed by a change in law relative to the work of the County.
29. Impact of possible legislation involving the death penalty and/or Roe v. Wade.
30. Family Medical Leave Act
31. Environmental Health and Safety
32. ADA/Workers Compensation
33. Job class flexibility/service integration and productivity (this could include the merging of certain job classes during the life of this agreement)
34. Budget impacts
35. Employee automobile travel expense reimbursement procedures
36. Adequate resources, supplies and tools to support workers in a mobile and regionalized work environment for all staff at all work sites including but not limited to sanitizing wipes; paper towels; wrist rests; monitors; forms; MFD's; phones; etc.
37. Respectful Workplace Internal Audit Team, process and utilization
38. Workloads and performance standards for employees who provide services to clients who use sign language or languages other than English. These discussions shall include the topic of adjusting workload or performance standards to accommodate any difficulties unique to this type of work.

Inactive:

Local 552 (II)

Article 9, Section 8 (Shift Differential)

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

Article 9, Section 9 (Weekend Differential)

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

Article 9, Section 11, a. Delete reference to \$45.00 and replace with \$47.50 [This is already the case].

Article 9, Section 13 (ISR Pay)

Raise to \$120 pp and expand to include EHM.

Article 26 Section 1

Change posting lateral posting language from 14 to 7.

Article 40, Section 2

The contract language in article 40 section 2 last sentence reflects new date of contract.

CLARIFICATION: The language stays but has new sunset date of new contract (12/31/2018),

Union proposal for a new Section regarding breaks and lunch. TA 10/15/15 as follows: DOCCR Policy will be loosened up to allow for supervisor discretion.

ATTACHMENT D LOCAL 552 MEET AND CONFER TOPICS

Active:

1. Job Class Flexibility/Service Integration and Productivity
2. Training and education expense reimbursement procedures
3. Use of limited duration employees discussion with HR Director
4. ROWE
5. Health Insurance (current employees and during potential lay-off's)
6. Pay equity
7. Sick leave
8. Health care cost containment
9. Budget impacts
10. Technology changes and resulting impact
11. Parenting leave policies and/or child care and elder care concerns
12. Work week schedules
13. Impact of possible legislation on workplace polices, conditions of employment or as needed by a change in law relative to the work of the County.
14. Impact of possible legislation involving the death penalty and/or Roe v. Wade.
15. Family Medical Leave Act
16. Environmental Health and Safety
17. ADA/Workers Compensation
18. Job class flexibility/service integration and productivity (this could include the merging of certain job classes during the life of this agreement)
19. Budget impacts
20. Employee automobile travel expense reimbursement procedures

21. Adequate resources, supplies and tools to support workers in a mobile and regionalized work environment for all staff at all work sites including but not limited to sanitizing wipes; paper towels; wrist rests; monitors; forms; MFD's; phones; etc.
- 22 Respectful Workplace Internal Audit Team, process and utilization
22. Workloads and performance standards for employees who provide services to clients who use sign language or languages other than English. These discussions shall include the topic of adjusting workload or performance standards to accommodate any difficulties unique to this type of work.
23. January 2016 shift bid in EHM

Inactive:

Local 1719 (RR)

Article 9, Section 11 (Shift Differential)

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

Article 9, Section 15 (Weekend Differential)

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

Article 9 section 21- FTO pay increase from \$1.05 to \$1.50 and moving from 4 hours to 2 hours.

Article 39: Section 1. Increase Uniform Allowance from \$445.00 to \$470 for 2016, and \$470 for 2017, and \$470 for 2018.

Article 41, Section 4. Salary Rates

The EMPLOYER shall pay to the UNION or its designee ~~\$.33~~ \$.35 for the year of 2016, \$.37 for the year 2017 and \$.39 for the year of 2018 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. 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.

ATTACHMENT D LOCAL 1719 MEET AND CONFER TOPICS

Active:

1. Use of limited duration employees discussion with HR Director
2. ROWE
3. Health Insurance (current employees and during potential lay-off's)
4. Pay equity
5. Sick leave
6. Health care cost containment
7. Budget impacts
8. Technology changes and resulting impact
9. Parenting leave policies and/or child care and elder care concerns
10. Work week schedules
11. Impact of possible legislation on workplace policies, conditions of employment or as needed by a change in law relative to the work of the County.
12. Impact of possible legislation involving the death penalty and/or Roe v. Wade.
13. Family Medical Leave Act
14. Environmental Health and Safety
15. ADA/Workers Compensation
16. Job class flexibility/service integration and productivity (this could include the merging of certain job classes during the life of this agreement)
17. Budget impacts
18. Employee automobile travel expense reimbursement procedures
19. Adequate resources, supplies and tools to support workers in a mobile and regionalized work environment for all staff at all work sites including but not limited to sanitizing wipes; paper towels; wrist rests; monitors; forms; MFD's; phones; etc.
20. Respectful Workplace Internal Audit Team, process and utilization
21. Workloads and performance standards for employees who provide services to clients who use sign language or languages other than English. These discussions shall include the topic of adjusting workload or performance standards to accommodate any difficulties unique to this type of work.

Local 2822 (NN)

Remove the following job classes, as they have no incumbents

Library Specialist
Senior Medical Transcriber

Article 9, Section 7 (Shift Differential)

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

Article 9 Section 7 (Shift Differential)

For the Sheriff's office only, In 2014 2016, a shift differential of \$.85 \$0.95 cents per hour and \$1.00 per hours in 2017 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 7 a.m. Such shift differential shall be paid in addition to other forms of premium compensation for which the employee qualifies. Employees of the Department shall be subject to the same eligibility criteria for shift differential as applies to the majority of employees in their work unit. This shall include circumstances in which overtime subsequently results in extending an employee's hours beyond their original assigned shift and shift differential shall be paid along with any other applicable forms of premium compensation.

For all other departments, the shift differential 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 a.m. [This is existing language, it just had to be re-stated for the other departments, now that Sheriff's Office is using a four hours, rather than the standard which is 5 hours].

Article 9, Section 12 (Weekend Differential)

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

Article 9, Section 16 (Sr. Service Center Rep)

~~In 2014, Employees in the job class of Senior Service Center Representative who are expressly designated to direct the operations of the Service Center in the Absence of a Public Service Unit Supervisor (Service Center Supervisor) shall receive a differential of \$.80 per hour or portion thereof so designated. In 2015, the differential will be \$.85~~ \$.95 per hour in 2016; and \$1.00/hour in 2017.

Article 9. Section 16 (Public Service Asst)

~~In 2014 2016, employees in the job class of Public Service Assistant (or any reclassified job title of the same group of employees, that may occur during the life of the contract) who are expressly designated to direct the support functions or the building functions (as outlined in the department's best practices) of a library in the absence of a supervisor or a Lead Worker shall receive a differential of \$.80~~ 1.30 per hour for each hour or portion thereof so designated. In 2015, the differential will be \$.85 per hour.

Article 9, Section 18 (Weekend Differential for Sheriff's Custody Records Coordinator, and Public Safety Records Clerk).

Delete reference to \$.85/hour and replace with \$.95/hour in 2016 and \$1.00/hour in 2017.

Article 9. Section 18 (Shift Differential for Sheriff's Custody Records Coordinator, and Public Safety Records Clerk). Make Differentials Permanent. (Remove expiration language).

Article 9, Section 19 ~~In 2014, a~~ An Associate Librarian expressly designated by the EMPLOYER to be in charge of a library in the absence of a supervisor(s), will receive an additional \$1.25 per hour in

charge pay, provided such assignment is for a period of at least ~~three (3)~~ two (2) hours. ~~In 2015,~~ The in charge pay will be \$1.30 per hour.

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

Article 9, New Section 22

In the Sheriff’s Central Records, employees specifically assigned by the Sheriff/~~designee or his/her designee~~ to perform the duties of Field Training Officer, ~~or~~ (FTO), as defined by the Sheriff/designee, will be paid an additional \$1.00 per hour for those hours worked as an FTO provided the assignment is for a period of at least one (1) hour. If an employee is assigned as an FTO they shall be paid the premium pay regardless of the number of trainees. The parties agree that there is a certain degree of guidance and coaching that more experienced employees are expected to provide to new or newly assigned employees. ~~The FTO shall fulfill~~ The FTO duties shall be distinguished by the specific assignment of the employee by the Sheriff/designee as the FTO, as well as the requirement that the FTO sign off as a coach on the required evaluation forms. The parties further agree that training done in classroom or orientations performed in an office setting are ~~included in~~ not the type of training for which the FTO would be eligible for FTO pay.

Article 38, Section 4. Salary Rates (Local 34, 2822)

The EMPLOYER shall pay to the UNION or its designee ~~\$.33~~ \$.35 for the year of 2016, \$.37 for the year 2017 and \$.39 for the year of 2018 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. 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.

Article 43 – Sheriff’s Civilian Uniform

Section 1. The EMPLOYER will provide newly hired civilian employees with civilian uniform clothing items during their first year of employment. The initial items provided to each employee are: Five (5) authorized black or tan polo shirts with the HCSO logo (long and/or short sleeve). One (1) authorized black knit cardigan with the HCSO logo.

Section 2 The EMPLOYER will provide a clothing allowance of \$150.00 per year. Civilians employees may use the clothing allowance to purchase authorized civilian uniforms items.

Section 3 Each Civilian employee, after having completed one (1) full year of service is eligible for a uniform clothing allowance in an amount not to exceed \$150.00.

The uniform allowance described above shall be paid in a lump sum in January of each contract year. Because new employees are not eligible for the uniform allowance in their first year of employment, they shall receive their first uniform allowance as a pro-rated portion of the yearly allowance following the completion of their first full year of service. The pro-rated portion shall be 1/12 of the yearly allowance multiplied by the number of full months of service from the date of the one year anniversary through December of that year.

10/15/15 Union – T.A. Employer clarified a few points. 1) This language was pulled from the Deputies contract. 2) Employer will continue practice of providing uniforms to new employees. 3) “as specified by the EMPLOYER” means don’t wear your uniform out in public when off the clock; no intention to hold employees to as strict a standard on this as the Deputies.

ATTACHMENT D LOCAL 2822 SPECIFIC MEET AND CONFER TOPICS

Active:

1. Cost and implications regarding a change of employee work location with short notice
2. Library restructure and potential job class changes and implications
3. Library meet and confer to discuss issues as they arise regarding working out of class, workflow, ergonomics, off-desk time and the new business model.
4. Clerical career ladders
5. Ergonomic issues related to HSPHD Regionalization
6. HSPHD work culture
7. Performance results
8. Regional transfers
9. Worksite assignment and notification process
10. Use of limited duration employees discussion with HR Director
11. Best practices for in-charge pay.
12. ROWE
13. Health Insurance (current employees and during potential lay-off's)
14. Pay equity
15. Sick leave
16. Health care cost containment
17. Budget impacts
18. Technology changes and resulting impact
19. Parenting leave policies and/or child care and elder care concerns
20. Work week schedules
21. Impact of possible legislation on workplace polices, conditions of employment or as needed by a change in law relative to the work of the County.
22. Impact of possible legislation involving the death penalty and/or Roe v. Wade.
23. Family Medical Leave Act
24. Environmental Health and Safety
25. ADA/Workers Compensation
26. Job class flexibility/service integration and productivity (this could include the merging of certain job classes during the life of this agreement)
27. Budget impacts
28. Employee automobile travel expense reimbursement procedures
29. Adequate resources, supplies and tools to support workers in a mobile and regionalized work environment for all staff at all work sites including but not limited to sanitizing wipes; paper towels; wrist rests; monitors; forms; MFD's; phones; etc.
30. Respectful Workplace Internal Audit Team, process and utilization
31. Workloads and performance standards for employees who provide services to clients who use sign language or languages other than English. These discussions shall include the topic of adjusting workload or performance standards to accommodate any difficulties unique to this type of work.

Inactive:

1. Clerical work related injuries

Local 2938 (EE)

Article 9, Section 9 (Shift Differential)

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

Article 9, Section 10 (Weekend Differential)

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

ATTACHMENT D LOCAL 2938 MEET AND CONFER TOPICS

Active:

1. Continuing education, professional development and training requirements of employees in the County Attorney's Office. The subject of the meet and confer would be to discuss how to better meet the continuing education, professional development and training needs of employees through the existing conference training and education budget of the County Attorney's office. The discussion would include the possible development of an internal CLE program similar to the ethics and evidence series offered by the County Attorney's office in 2001.
2. Special leave without pay in the County Attorney's Office
3. Posting of vacancies in the Public Defender's office
4. Posting and filling of vacancies (through lateral transfer) throughout the County Attorney's office.
5. Use of limited duration employees discussion with HR Director.
6. Annual shift bidding for investigators in Sheriff's Office.
7. Cell phones for LSS and Dispositional Advisors.
8. ROWE
9. Health Insurance (current employees and during potential lay-off's)
10. Pay equity
11. Sick leave
12. Health care cost containment
13. Budget impacts
14. Technology changes and resulting impact
15. Parenting leave policies and/or child care and elder care concerns
16. Work week schedules
17. Impact of possible legislation on workplace polices, conditions of employment or as needed by a change in law relative to the work of the County.
18. Impact of possible legislation involving the death penalty and/or Roe v. Wade.
19. Family Medical Leave Act
20. Environmental Health and Safety
21. ADA/Workers Compensation
22. Job class flexibility/service integration and productivity (this could include the merging of certain job classes during the life of this agreement)
23. Budget impacts
24. Employee automobile travel expense reimbursement procedures
25. Adequate resources, supplies and tools to support workers in a mobile and regionalized work environment for all staff at all work sites including but not limited to sanitizing wipes; paper towels; wrist rests; monitors; forms; MFD's; phones; etc.
26. Respectful Workplace Internal Audit Team, process and utilization
27. Workloads and performance standards for employees who provide services to clients who use sign language or languages other than English. These discussions shall include the topic of adjusting workload or performance standards to accommodate any difficulties unique to this type of work.

Local 2864 (YY)

Article 6, Section 9 (Seniority)

Employees shall bid on their desired shifts based on seniority. Seniority for the purpose of shift bidding only, shall be determined from the date of most recent hire or rehire ~~or reinstatement~~ into a Medical Examiner's Investigator position. TA 11/2/15 to new language with the understanding the language of the grievance settlement from the Summer of 2015 is still in effect.

Article 9, Section 8 (Shift Differential)

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

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 13 (Weekend Differential)

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

Article 9, Section 13 (Weekend Differential). Medical Examiner Investigator – Replace weekend differential reference of \$1.10/hour with \$1.30 in 2016 and \$1.40/hour in 2017.

Article 9, Section 17 (In-Charge Pay)

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

Article 9, Section 18 (Medical Examiner Investigator Training Pay)

Employees in the job class of Medical Examiner Investigator, who are required by the EMPLOYER to train employees or others designated by the EMPLOYER will receive an additional \$1.50 per hour for all hours so assigned, provided such training is for a period of at least ~~four (4)~~ two (2) hours. Training pay will be \$1.60 per hour for all hours assigned.

Article 9, New Section 19 (Lead Investigator Pay)

Due to the nature of the work and the elongated shifts, any member who is assigned, scheduled or elects to work as Lead Investigator on any given date shall be paid a premium of \$1.00 per hour while working as a Lead Investigator in the Medical Examiner's Office.

Article 29: Section 5 (new)

Employees required by the employer in the Medical Examiner's Office to achieve and maintain ABMDI licensing and certification shall be compensated for the cost of the basic initial exam; this includes cost of the exam, registration for the exam and any proctoring fee incurred. Employees who attend the Coroner's Association conference during their regularly scheduled shift will be allowed to do so on county time, subject to staffing needs.

Article 30: Add new Section (3) to document existing situation. This was language that was missed in error from the last round of negotiations.

The first twelve (12) calendar months of services for newly hired or rehired employees in the classifications of Medical Examiner Investigator who receive appointment by other than internal promotion or transfer, and the first six (6) calendar months of service following a promotional appointment or transfer.

ATTACHMENT D LOCAL 2864 MEET AND CONFER TOPICS

Active:

1. Library meet and confer to discuss issues as they arise regarding working out of class, workflow, ergonomics, off-desk time and the new business model.
2. Planning Analysts issues
3. Vocational Counselor issues
4. Medical Examiner business model changes and issues as they arise
5. Use of limited duration employees discussion with HR Director
6. 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 MS179A.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.
7. ROWE
8. Health Insurance (current employees and during potential lay-off’s)
9. Pay equity
10. Sick leave
11. Health care cost containment
12. Budget impacts
13. Technology changes and resulting impact
14. Parenting leave policies and/or child care and elder care concerns
15. Work week schedules
16. Impact of possible legislation on workplace policies, conditions of employment or as needed by a change in law relative to the work of the County.
17. Impact of possible legislation involving the death penalty and/or Roe v. Wade.
18. Family Medical Leave Act
19. Environmental Health and Safety
20. ADA/Workers Compensation
21. Job class flexibility/service integration and productivity (this could include the merging of certain job classes during the life of this agreement)
22. Budget impacts
23. Employee automobile travel expense reimbursement procedures
24. Adequate resources, supplies and tools to support workers in a mobile and regionalized work environment for all staff at all work sites including but not limited to sanitizing wipes; paper towels; wrist rests; monitors; forms; MFD’s; phones; etc.
25. Respectful Workplace Internal Audit Team, process and utilization
26. Workloads and performance standards for employees who provide services to clients who use sign language or languages other than English. These discussions shall include the topic of adjusting workload or performance standards to accommodate any difficulties unique to this type of work.

Side letters * See attached document identifying per local which letters are removed

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. 11/2/15 – Both parties working on this. 11/16/15 – Union still reviewing

Items moved to Meet and Confer

Workforce Development - County commits to a Meet and Confer process to begin early in 2016 to discuss HSR onboarding. Asst. County Administrator Rex Holzemer to attend first meeting. As part of this process, the parties will discuss the viability of a buddy-system to augment the onboarding system. Union will provide input on potential buddies and County understands that a buddy system, if agreed to, would need to result in some reduction of total workload for the assigned buddies. Additionally, quarterly meet and confers with the larger Workforce Development team (Kari, John) for the purpose of sharing information and progress.

U.4- Limited duration Proposal –Meet and confer with Michael Rossman about the use of Limited Duration. Language goes to M&C list for each unit.

U.6 Proposal re: annual shift bids.

- 2938 - Meet and Confer w the Sheriff's Office re: rotating assignments- add to M&C list for 2938.
- L552 – T.A. to January 2016 shift bid in EHM, modeled after ACF. No new language needed.
- L34 Child Protection screeners moving to 24/7– Add to M&C list for L34

U. 15 Article ##- Maximum Workload (NEW) Adopt the current letter of understanding regarding WORKLOADS/CASELOADS that is attached to Local 34 and local 552 contracts as permanent contract language. Expand the language to include a renewed effort to identify work areas and job classes in need of established maximum workload/caseload as identified by the Employer and the Union.

Should there be pre-existing state or federal guidelines of workloads/caseloads those standards shall be honored. Union will incorporate into new Meet & Confer language.

U16 – Dignity and Respect – TA to add to the M&C language the use of the M&C process for a forum to address chronic workplace culture concerns.

Article 40 – Health and Safety Section 4 (New) Employer will provide a psychologically safe and healthy workplace. **Will move into new Meet & Confer language for all.**

(34, 2822) 28 day notice and to add notice to changes in work sites: Move this topic to M&C lists for L34 and L2822. No agreement to the union's proposed language.

(2938) Supplemental Proposal Local 2938 (Legal Unit) Add new section- cell phones: Moved to M&C list

(34) Section 5 (New).

Employer shall provide resources & tools to support workers in a mobile & regionalized work environment.
Move this topic to Meet and Confer

(34, 2822) Section 20 (New)

Employer shall provide vouchered cab fare for employee's transportation for mandatory changes in work location with less than 5 days' notice. **Agree to move topic to meet and confer**

(2822) Library workers series reclass – New Section Employer commitment to continue to meet and confer throughout the course of the Library Services Staffing Strategy study and keep the union updated on the timeliness of the study. **Move to meet and confer list**

(2822) Section 5 (New) Employer shall provide resources & tools to support workers in a mobile & regionalized work environment. **Move topic to Meet and Confer.**