

The Union and the County reserve the right to add, drop, or modify these proposals. All tentative agreements contingent on a final total package agreement.

AFSCME Local 2822 June 29th, 2018 Supplemental Proposals

U-2822-1

Article 12A- Sick Leave

~~A - Section 5. Sick leave usage is subject to approval and verification by The EMPLOYER who may only, after three (3) consecutive days' absence, require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the EMPLOYER deems necessary, as provided in the Article herein titled "Fitness for Duty". Employees whose use of sick leave is habitual or patterned or inappropriate may be required to submit such report for absences of less than three (3) days duration.~~

5/31/18 – County response: Do not agree. This is longstanding language that has been effective in curbing sick leave abuse and reducing instances where co-workers have to be "forced" to work to cover the absences, particularly in 24X7 environments.

B - Section 12. In the event an employee absence due to a work related injury does not qualify for Worker's Compensation solely because of a statutory waiting period, each day of said absence shall be granted sick leave. Said sick leave shall not be charged against normal sick leave accumulated.

5/31/18- County response: Do not agree. Adequate sick leave resources are provided.

6/29/18 – The union continues this proposal

U-2822-2

Article 21- Insurance

A- No employee will be discriminated against or retaliated against for the appropriate use of their defined benefits and compensation.

5/31/18- County response: Claims of discrimination/retaliation should be elevated to Human Resources and/or the Non Discrimination Respectful Workplace team for investigation.

B- Insurance premiums paid by the Employee may not be used for third party health and wellness programs.

5/31/18 – County response: Not negotiable. The County holds the managerial responsibility for the self-insured health plan. The Labor Management Health Care Committee is the appropriate forum to provide input about health & wellness programs.

6/29/18 – The union continues this proposal

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U-2822-3

Article 25- Part Time and Limited Duration Employees

Section 1. A regular part time employee working less than the full time schedule shall not participate in any benefits provided by this AGREEMENT except those working a schedule of twenty (20) hours or more per week shall participate in benefits in the same ratio that his/her actual hours worked bears to the full time schedule. All bargaining unit employees working fourteen (14) hours or more per week and more than sixty-seven (67) work days per year shall participate in benefits at the same ration that his/her actual hours worked bear to the full time work schedule. The EMPLOYER shall pay, however, the same health insurance premium amounts to employees who are scheduled to work at least ~~twenty (20)~~ fourteen (14) hours per week as it contributes to full time ~~regular~~ employees. The holiday benefit for any ~~regular~~ part-time employees shall be in the same ratio that the regular part-time employee's actual hours worked bears to the full-time work schedule in the previous calendar quarter where the holiday falls.

Section 2.

~~B. A limited duration employee whose work schedule is intermittent, non-continuous or irregular in nature shall not participate in any benefits provided by this AGREEMENT.~~

5/31/18 County response: Do not agree. 20+ hours is a countywide standard that is already significantly more generous than other jurisdictions.

6/29/18 – The union continues this proposal

U-2822-4

Article 26- Work Unit Vacancies

Section 1. Prior to filling the vacancy, the EMPLOYER will give reasonable consideration to the most senior qualified regular employee who has requested reassignment to the vacant position. In addition, the appropriate supervisor(s) shall notify bargaining unit employees in the department in writing on the first day of posting. Disputes regarding supervisory notification may be grieved.

Section 2. Vacancy Posting

All vacancies will be posted on the main countywide webpage. Vacancies will be posted for a minimum of seven (7) days. Postings will include: first day the vacancy is open to applications, the date the application process closes, the classification title, work location of the job, salary and/or salary range, shift and hours of work, whether overtime, night or weekend shifts are conditions of employment, a summary of the duties and essential qualifications for

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the job. In addition, the appropriate supervisor(s) shall notify bargaining unit employees in the department in writing on the first day of posting. Disputes regarding supervisory notification may be grieved.

Section 3. Application

Employees shall apply by submitting official application materials to the appropriate Human Resources Department or, when the option is available, by notifying the appropriate Human Resources Department that they wish application materials already on file to be considered for a particular vacancy. The application, to be considered for the posted position, must be received in the appropriate Human Resources Department by the close of business day of the last day of the posting period. Within a reasonable time after receiving and evaluation an employee's application for a vacancy, if it is determined the employee is not qualified for the position, the employee shall be notified of the results of the evaluation

Section 4. Selection of Candidate

Applicants who apply for vacancies and who have been certified by the Employer as meeting the qualifications and measurable job related selection criteria for a vacancy shall be considered in the following order:

The vacant position will be offered first as a lateral transfer.

Regular employees within the same class and department may indicate to the EMPLOYER, in writing, their interest in being considered for reassignment to fill the vacant position. The vacant position will be awarded to the most senior qualified regular employee within same class and department who has requested reassignment.

In the event that no regular employee within the same class and department requests to fill the vacant position, the employer will open the position to all County workers within the same class. The vacant position will be awarded to the most senior qualified applicant.

In the event that no regular employee within the same class requests to fill the vacant position, the employer will open the position to all non-regular employees within the same class and department. The position will then be awarded to the most senior qualified applicant.

In the event that no non-regular employee within the same class requests to fill the vacant position, the employer will open the position to all non-regular employees within the department. The position will then be awarded to the most senior qualified applicant.

In the event that no non-regular employee within the same department requests to fill the vacant position, the employer will open the position to all non-regular employees within the County. The position will then be awarded to the most senior qualified applicant.

Section 5. Promotion

If there is not qualified applicant within the class for the vacant position, the position will be opened to all individuals within the department. The position will then be awarded to the most senior qualified applicant.

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If there is no qualified applicant within the department, the position will open to all regular employees. The position will then be awarded to the most senior qualified applicant.

If there is no qualified applicant, the position will open to all non-regular employees. The position will then be awarded to the most senior qualified applicant.

Central Imaging Unit Only: For the purposes of transfers and promotions, individuals working in the Central Imaging Unit will be considered internal candidates for all Human Services and Public Health positions.

5/31/18 County response: Do not agree. No rationale to replace longstanding county language with language from another jurisdiction.

6/29/18 – The union continues this proposal

U-2822-5

Article 28- Performance Evaluations

Section 2. After an evaluation is completed, the employee will be given a copy and provided an opportunity to respond to the evaluation in writing and have that response permanently attached to the evaluation. If the employee feels the evaluation is inaccurate she/he may request a review of the decision by the Appointing Authority before signing her/his copy. Such request must be made to the Appointing Authority within twenty-four (24) calendar days from the date the employee receives the evaluation. If the decision of the Appointing Authority does not resolve the matter within thirty (30) calendar days following the employee's request for review, the matter will be subject to the grievance process. No changes may be made in the evaluation after the employee has received and signed his/her copy.

Section 3. When an employee who is eligible for an in-range merit salary adjustment receives a performance evaluation which results in the employee's not receiving such increase, he/she may request review of this decision by the Appointing Authority or his/her designee or she/he may choose to file a grievance through the union. Such request must be made to the Appointing Authority within twenty-four (24) calendar days from the date the employee received the evaluation. If the decision of the Appointing Authority does not resolve the matter within thirty (30) calendar days following the employee's request for review, the matter may be referred to the Director of Human Resources, for review by the Director or his/her designee. Such time limits may be waived by agreement of the parties.

5/31/18 – County response: Not negotiable. The evaluation of an employee's performance is an inherent managerial duty not subject to negotiation or the grievance process.

Section 4. The President and Co-Chief Stewards of the Local will receive a 50% reduction in workload. Stewards of the Local will receive a 10% reduction in workload. The EMPLOYER

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shall take into consideration time spent on union business when evaluating the quantity of work performed by the President and Co-Chief Stewards of Local 2822.

5/31/18 – County response: Do not agree. Not aware of any issues with current language.

6/29/18 – The union continues this proposal

U-2822-6

Article 34- Non-Discrimination

A -Section 2. Sexual Harassment

The parties agree that all employees have a right to a workplace free from sexual harassment. The Union recognizes its responsibility to assist the Employer in maintaining a workplace free of sexual harassment. Whether sexual harassment has occurred will be determined in each situation. For purposes of illustration and example only, the definition contained in the Equal Employment Opportunity Commission guidelines, the 1984 “Policy Statement on Sexual Harassment”, defines sexual harassment as follows: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when 1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment or academic advancement; 2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; 3) such conduct has the purpose or effect of unreasonably interfering with an individual’s work or creating an intimidating, hostile, or offensive working environment.

B- Section 3. Union Activity

The Union and the Employer agree not to interfere with the rights of employees under the Public Employment Labor Relations Act. There shall be no discrimination, interference, restraint, or coercion by the Employer against any employee because of union activity or lack of union activity or Union membership or refusal to join the Union. The Union recognizes its responsibility as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion and without regard to union activity or lack of union activity or Union membership or refusal to join the union.

C - Section 4. Nepotism

Relatives may work for the EMPLOYER provided there is no immediate supervisory relationship or substantive administrative relationship. Relatives include: 1) by blood or adoptive relationship: parents, grandparents, children, grandchildren, brothers, sisters, cousins, aunts, uncles, etc ; or 2) by marriage relationship: spouses, brothers- or sisters- in-law, sons- or daughters- in-law, stepparents, stepchildren. Any employee who has passed an initial

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probationary period and who is required to resign from a position in order to comply with this section shall have rights to the layoff list as through the employee has been laid off. Any employee still serving a probationary period shall be discharged from the position if necessary to comply within this section. Issues of nepotism may be grieved.

5/31/18 – County response - Policy and or legal issues not appropriate for individual CBAs.

6/29/18 – The union continues this proposal

U-2822-7

Article 41- Health and Safety

Section 4. To ensure the health and safety of all Employees, the Employer will provide heating and air conditioning for the entirety of an employee’s shift.

5/31/18 - County response: Individual facility issues should be raised with Facility Services.

6/29/18 – The union continues this proposal

U-2822-8

Proposed New Article: Classification and Reclassification/Position Description Questionnaire

Section 1. Classification of Positions: The Employer shall classify and/or reclassify all positions in the bargaining unit according to the nature and difficulty of duties assigned to and performed by the employee, assessed on a current and accurate job description, and shall assign to each position in the bargaining unit a classification and salary range. Employee whose position is reclassified will not serve a probationary period.

A new employee to his/her position will receive a copy of his/her job description upon hire. The appropriate administrator/supervisor will review the description with the employee. Materials used in determining classifications and reclassifications, such as class specifications and reclassification interpreting manuals, shall be readily available to the Union and employees upon request.

Section 2. Reclassification: The employee may submit, through supervisory or administrative channels, a properly completed Position Description Questionnaire (PDQ) when changes in the tasks, duties and responsibilities of the position are caused by reorganization of work, new staffing requirements, technology, or when she/her believes his/her position is inappropriately classified. Upon Employee request, an Employee’s supervisor or manager will meet with the employee to discuss the reclassification process and the employee’s opportunities for career growth and advancement. Such requests may be submitted no more than twice per fiscal year, unless the employee’s supervisor or the Human Resources Department agrees a new PDQ is warranted.

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Section 3. Position Description Questionnaire(PDQ) Timelines: The supervisor or department head shall have thirty (30) calendar days to complete and forward a PDQ to the appropriate Human Resources Department staff. A supervisor cannot change or require the employee to change the employee's responses on a PDQ.

Upon receipt of the completed PDQ, the appropriate Human Resources Department staff shall complete a review of the position and render a decision on the request in writing to the employee, the Department, and the Union within forty-five (45) calendar days.

If the employee does not agree with the decision, she/her may request all documents used in determining whether a reclassification is authorized or denied in writing within fourteen (14) calendar days the scoring of his/her responses on the PDQ is provided. If after receipt of both scores, the employee requests in writing to be interviewed by the Human Resources Department, she/he will be interviewed. During such an interview with the Human Resources Department and the department involving reclassification issues, and any mutually agreed subsequent follow up meetings, an employee shall have the right to have a Union representative present. Employee union representatives shall participate in such meetings on paid leave time.

Section 4. Appeal of Position Description Questionnaire:

The decision of the Human Resources Department may be appealed by the employee within forty-five (45) calendar days of receiving the decision. Appeals must be made in writing to the appropriate Human Resources Department. The classification appeal process provided in this section is the sole and exclusive process for the appeal of classification and reclassification actions. A classification appeal hearing date will be agreed upon no later than sixty (60) calendar days from the date the appeal was received. A neutral party mutually agreed to by the Union and the Employer will hear the classification appeal. If the scores of the administration and the employee do not agree after information from the interview has been evaluated, both scorings shall be presented to the neutral party. The neutral party will issue a decision no later than thirty (30) calendar days after the conclusion of the hearing. The decision of the neutral party is final.

Section 5. Reclassification Effective Date:

The reclassification of any position shall normally be made effective on the first day of the payroll period after receipt of a properly completed PDQ by the appropriate Human Resources Department, or in cases where the form has been delayed in coming to the appropriate Human Resources Department, on the first day of the payroll period following the sixteenth work day after submission of the completed form by the employee to the supervisor. Reclassifications resulting in a demotion and a reduction in salary will be made effective on the first day of the payroll period following notification of the decision by the appropriate Human Resources Department to both the employee and the Union. Departments must comply with the

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appropriate Human Resources Manager's decision or the decision of an appeal, within twenty (20) work days after receipt of the written notice of the decision.

5/31/18 - County response: No. Classification is an inherent management right. Management does not have to bargain over classifications or classification process/procedures.

6/29/18 – The union continues this proposal

U-2822-9

Proposed New Article: Problem Solving to Settle Disputes

Employees and supervisors are encouraged to attempt to resolve on an informal basis, at the earliest opportunity, a problem that could lead to a grievance. If the matter is not resolved by informal discussion, or a problem-solving meeting does not occur, it may be settled in accordance with the grievance procedure.

The union representative either with the employee(s) or alone, shall present to the appropriate supervisor a written request for a meeting. If the supervisor agrees to a problem solving meeting, this meeting shall be held within fourteen (14) calendar days of receipt of the request. The supervisor, employee(s), union representative, and up to one other management personnel shall attempt to resolve the problem through direct and forthright communication. If another member of management is present that person will not hear the grievance, should there be one.

5/31/18 – County response: Language is redundant with the existing grievance process.

6/29/18 – The union continues this proposal

U-2822-10

Proposed New Article: Educational and Career Opportunities

Section 1. Employees shall be allowed the opportunity, within the limits of this Agreement, to continue their education, improve their performance and expand their promotional possibilities by pursuing educational opportunities within and beyond the Employer's offerings. The Employer will make adjustments in the Employee's workload to allow the employee to pursue these advancement opportunities.

Section 2. Work Related Education: If an employee is required by the Employer to take a course, attend conferences, seminars, workshops, or professional meetings or trainings as a condition of continuing employment, the Employer shall pay for the course and the time attending shall be treated as paid work time and associated expenses shall be reimbursed in accordance with existing policy. Employees shall be granted paid time off to be trained in new

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technology or equipment required in the employee's current job. Employees attending conferences, seminars, workshops, professional and scientific meetings, or training shall be compensated for attendance and travel time in compliance with the Fair Labor Standards Act (FLSA).

The appropriate administrator/supervisor has the discretion to determine whether a leave of absence with pay will be granted:

- A. Attendance at conferences, seminars, workshops, professional and other approved educational activities.
- B. Educational leave during work hours for not more than four (4) hours per week (or more if make-up schedule for additional time is approved by the appropriate administrator/supervisor) to be used for such purpose as pursuing a degree that would allow promotion within the organization. Proposals to use flexible hours to make up the time and work while attending class shall be considered by the supervisor based on staffing needs, availability of supervision, hours of operation, and other legitimate business reasons. If a supervisor determines it is necessary to limit the number of employees who can be gone for classes, approval, which is at the supervisor's discretion, shall be in the order of seniority.

Section 3. Career Development: Employees shall be granted paid time to be trained in the technology and skills required to be qualified for County-wide promotion.

The appropriate Human Resources administrator and the Union agree to meet and confer, upon request, at a mutually agreed time to review information on current career development programs and to hear Union reactions.

5/31/18 – County response: Language is redundant with the Tuition Reimbursement program

6/29/18 – The union continues this proposal

U-2822-11

Article 3- Definitions

EMPLOYEE : A member of the exclusively recognized bargaining unit as identified in the Article herein titled "Recognition," who has been employed on the basis of regular **or limited duration** appointment to a continuing position.

VOLUNTEERS: A volunteer or other non-employee worker is one who performs service in support of the Employer's programs without compensation or pursuant to a special learning or community action employment program. Volunteers may not perform the same regular duties as employees of bargaining unit as defined by the position description. Volunteers should never have access to private information.

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U-2822-12

Article 6 – Seniority

Section 10. In addition to layoffs, each department will maintain a seniority list for, but not limited to, the following:

- A. Issuance of Overtime per article 9 section 4
- B. Transfer to fill vacancy per article 26 section 1
- C. Promotions

U-2822-13

ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY (Breaks)

Section 3

- C. At the Department's discretion, employees may combine their paid breaks with their 30 minute unpaid lunch. This provision excludes employees in the Sheriff's Department who receive an hour paid lunch.

U-2822-14

ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY (Differentials)

Section 7. For the Sheriff's office and Juvenile Detention Center only, a shift differential of \$.95 \$1.15 per hour in 2019 and \$1.00 \$1.25 per hour in 2020 and a \$1.35 for 2021 shall be paid to all employees who work on an assigned shift where at least 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.

Section 16. Employees in the job class of Senior Service Center Representative who are expressly designated to direct the operations of a Service Center in the absence of a Public Service Unit Supervisor (Service Center Supervisor) shall receive a differential of ~~\$.95~~ \$1.05 per hour in 2019, and \$1.15 per hour in 2020.

In 2016, Employees in the job class of Office Specialist II 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

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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 ~~\$1.30~~ 1.40 per hour for 2019, 1.50 for 2020, 1.60 for 2021 for each hour or portion thereof so designated.

Section 18. For the job classes of Sheriffs Records Coordinator, and Public Safety Records Clerk, For the Sheriff's office, Juvenile Detention Center and County Home School only, the parties agreed to continue the shift and weekend differentials as follows: Sheriffs Records Coordinator, and Public Safety Records Clerk the shift differential shall be ~~\$1.25~~ \$1.35 per hour paid to all employees who work on an assigned shift where at least 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 these Departments 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. Sheriffs Records Coordinator and Public Safety Records Clerk The weekend differential shall be ~~\$.95~~ \$1.05 per hour in 2019 and 2020 and ~~\$1.00~~ \$1.15 per hour in 2021.

Section 19. An Associate Librarian expressly designated by the EMPLOYER to be in charge of a library in the absence of either a supervisor(s) or a Librarian, will receive, in charge pay, provided such assignment is for a period of at least two (2) hours. The in charge pay will be ~~\$1.30~~ \$1.40 for 2019, 1.50 for 2020, 1.60 per hour in 2021.

Section 23. Employees of the Juvenile Detention Center will receive a Field Training Officer pay to be 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.

Section 25. Employees of the Juvenile Detention Center will receive a Field Training Officer pay to be 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.

U-2822-15

ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY (Sheriff's Dept Scheduling)

Section 24. 28 Day Schedule for Sheriff's Department

1. Four (4) work groups will be represented by these guidelines and together they shall be referred to as Central Records Staff (Staff). They are: Custody Records Coordinators, Records Clerks, Warrants Clerks, and Property Room Clerks.
2. There are four (4) weekly work schedules in each 28 Day cycle. The week is defined as Sunday through Saturday. Staff will be required to account for 40 hours of work in each of the weeks.

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3. Two (2) consecutive days off will be required if requested by Staff. All attempts will be made to honour the requests.
4. Staff will be granted at least one weekend off in a 28 Day cycle. Management reserves the right to fill vacant positions which may result in a weekend off that may not be the actual weekend off requested by Staff. Conflicts regarding days off will be resolved by Staff Seniority.
5. Staff may request to work every weekend during the 28 Day cycle. Staff may request days to split their days off.
6. Weekends will be defined as Friday and Saturday/ Saturday and Sunday/ Sunday and Monday.
7. Staff may choose two (2) Special Days Off known as DOT days during each 28 Day cycle. DOT days are days off requested by Staff that cannot be denied unless honouring the request creates a staff shortage. DOT days may not be used to request a Holiday off. DOT days can be used to guarantee a requested weekend off; note point 3 and point 6 above. Staff that request a DOT day may change DOT days or cancel them. Conflicts regarding DOT days off will be resolved by Staff Seniority.
8. Staff will be allowed to bank up to 40 hours of deferred Holiday time. Management would prefer staff prioritize the use of banked Holiday time before requesting the use of Vacation or PTO time.
9. Staff at their own choosing may not work more than eight (8) days in a row. Management may schedule more than eight (8) days in a row when necessary to cover staff shortages for emergencies or special events.
10. Management will make every attempt not to draft Staff into forced overtime. Management will not draft Staff after shift on their last day of work before scheduled day/s off. Management will make every effort not to draft staff on their first day back to work from days off. Staff may sign up or volunteer for overtime at any time.
11. Central Records Staff recognizes that there has been and will continue to be cross training between Records Clerks and Warrants Clerks. However, staff primarily assigned to one work group or the other will remain on one work group list for the purposes of the 28 Day Schedule and the draft list. Cross trained staff may volunteer to work draft and overtime vacancies in Records Clerks and Warrants Clerks work groups.
12. Newly hired staff will be required to work the 28 Day cycle as soon as possible, and in any case no later than when shift rotations are assigned (midnight/ day/ middle) and FTO training begins.
13. Central Records Staff acknowledge that Property Room Clerks have special status. We recognize that Property Room Clerk positions are no longer being filled by Management once staff (at present 2 people) leave their positions. Furthermore, property room duties have largely been assigned to Deputy Staff. In consideration, Property Room Clerks will not be required to follow the same draft, overtime, and 28 Day cycle guidelines as other Central Records staff. Property Room Clerks may be required to work one (1) weekend per 28 Day cycle. Property Room Clerks may negotiate their own terms with Deputy Staff Management so long as there are no conflicts with 28 Day Management Guidelines.

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14. Management will make every attempt to post three (3) advanced 28 Day Schedules for all Central Records Staff.

15. The employee may switch shifts with other qualified and capable employees who trained in their job duties.

U-2822-16

ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY (free labor)

SECTION 24. No employee's regular hours of work will be reduced as the result of using "free labor."
"Free labor" is defined as volunteers, community service people, restitution workers, etc..

U-2822-17

ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY (Desk coverage)

Section 26. Desk Coverage is the responsibility of the Employer.

U-2822-18

ARTICLE 11A - VACATIONS

Section 4. Vacations, once approved, shall not be cancelled by the EMPLOYER ~~except for unforeseen circumstances.~~

U-2822-19

Article 9 – Work Schedules and Premium Pay (New Shift Exchange Language)**Section 3.A**

Employees in the Sheriff's Officer and Juvenile Corrections may mutually agree to exchange days, shifts or hours of work with the approval of their supervisor. Shift exchanges shall not be unreasonably denied, provided the change does not result in the payment of overtime. The employee(s) shall obtain approval, in writing, from the appropriate scheduling supervisor(s) prior to the occurrence of the exchange. Shift exchanges shall be subject to the following conditions:

1) No employee may agree to a shift exchange that would result in the employee working more than sixteen (16) consecutive hours.

2) Employees failing to work on the payback day or any part thereof due to illness of self or others will be treated in accordance with Article 12, Sick Leave.

Cancellation. Cancellation of a previously approved shift exchange can only occur if neither part of the exchange has occurred and is subject to the following provisions:

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Upon mutual agreement of all parties involved, including the Supervisor, a previously approved shift exchange may be cancelled.

3) Either employee may cancel a previously approved shift exchange upon written notice to the employees' scheduling supervisor(s).

a. Once an exchange is approved, no proration of vacation or holidays shall be applied to the exchange unless the employee would be prorated for reasons other than the exchange;

4) Employees working on a shift exchange shall be allowed to compete for available vacation time consistent with Article 11, Vacation.

5) Exchanges shall be to a shift, not a specific post.

6) Exchanges involving initial probationary employees must be initiated by the probationary employee and must be approved by the employee's scheduling supervisor.

U-2822-20

Include MOU for Juvenile Corrections Facility (from Teamsters Local 320)

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Forced Overtime within the 96-Hour Rule

MEMORANDUM OF UNDERSTANDING
BETWEEN
HENNEPIN COUNTY JUVENILE DETENTION CENTER
AND
TEAMSTERS LOCAL #320, CORRECTIONAL UNIT

The purpose of this letter is to address the process when a Juvenile Correctional Office is needed for post coverage as outlined in JDC policy 04-03 Adjustment to Work Schedules: Forced Overtime and Teamster Local 320 Contract Article 10; Section 4: Work Schedules-Premium Pay and the eligibility of staff has been exhausted within the 96- Hour Rule.

Definition: 96- Hour Rule: The time duration beginning once a staff completes a forced shift and the time the staff is eligible to be forced to work the next shift when needed for post coverage.

- If all staff on a given shift have been forced within the 96-Hour Rule, the least senior staff starting with the staff closest to the 96 hours expiring will be forced. When applicable, moving in progression of seniority if additional staff are needed.
- No additional compensation will be awarded for these circumstances.
- Management will have a guideline in place to avoid forcing staff more than once within the 96-Hour Rule.
- The guidelines will be reviewed on an annual basis at a Labor/Management committee meeting. Guidelines will specify that re-forcing within 96 hours will occur only as a last resort and that, in all circumstances, management will make all reasonable efforts to avoid same

Sunset: Expires on December 31, 2018, unless extended by mutual agreement of the parties.

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County Proposals for Local 2822

C-2822-1

Article 9 – Shift and Weekend Differentials – SHERIFF’S OFFICE ONLY

- **Proposal C-2822- 1a** - For the Sheriff’s Office only, pay shift (night) differential only on those hours actually worked between the designated hours (as opposed to paying the full shift if 5 hours are between those hours).
- **Proposal C-2822- 1b** – For the Sheriff’s Office only, change the designated hours for shift (night) differential to 7 p.m. to 5 a.m.. (Current is 5 p to 7a)
- **Proposal C-2822-1c** - For the Sheriff’s Office only, pay weekend differential only on those hours actually worked between 12 a.m. Saturday and 11:59 p.m. Sunday.
- Other language changes shown are housekeeping only.

Section 7. Shift Differential – Sheriff’s Office.

For the Sheriff’s Office only, a shift differential of \$1.00 per hour shall be paid to all employees ~~who work on an assigned shift where at least four (4) hours of the shift occur~~ for each hour worked between 7 p.m. and 5 a.m. 5 p.m. and 7 a.m. Sheriffs Records Coordinator, and Public Safety Records Clerk shift differential shall be \$1.25 per hour worked between 7 p.m. and 5 a.m.. The Trainee class for these two job classes would also qualify for this differential. [relocating language from later in the Article]

~~It is understood that Sheriff’s Office Shift differential shall not be paid for the whole shift unless the entire shift is contained between 7 p.m. and 5 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 the addition of an employees hours before and/or after beyond their and employees’ original assigned shift. Shift differential shall be paid along with any other applicable forms of premium compenstion~~ [Edits reflect language changes agreed to on MOU signed 4/22/16 but then deleted in favor of new proposals to only pay the differential on the hours actually worked between 7 p.m. and 5 a.m. regardless of whether assigned/ extended/ scheduled, etc. If this proposal isn’t successful, we would revert to the 4/22/16 MOU language.]

Shift Differential – All Other Departments For departments ~~other than the Sheriff’s Office,~~ the shift differential of \$1.00/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 a.m. Such shift differential shall be paid in addition to other forms of premium compensation for which the employee qualifies. [Addition of last sentence is just a repeat from earlier in the section].

The Union and the County reserve the right to add, drop, or modify these proposals. All tentative agreements contingent on a final total package agreement.

Section 12. Weekend Differential.

Weekend Differential – Sheriff’s Office.

For the Sheriff’s Office only, a weekend differential of \$1.00 per hour will be paid for every hour actually worked between Saturday (0000) and Sunday (2400).

Weekend Differential – All Other Departments

A weekend differential will be paid to all employees required to work on any shift(s) that starts on either Saturday or Sunday. The ~~shift-weekend~~ differential will be \$1.00 per hour.

[Delete obsolete IT Dept language]

Work shifts shall be considered part of the day and date on which they begin ~~except that in the Sheriff’s Office, a work shift shall belong to the day on which the majority of the hours worked occur.~~ [Relocating current language, and then deleting Sheriff’s Office language in light of proposal above].

Such weekend differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.

[Also propose, although not shown here, that we move the weekend differential section closer to the shift differential section because they are similar].

6/29/18 Union response – The union has a proposal for shift differential. We are not interested in reducing the availability of this benefit.

C-2822-2

Article 9 – In Charge Pay –

- **Proposal C-2822- 2a – In Charge pay – Senior Service Center Rep** - Expand the language to cover for filling in for additional supervisors.
- **Proposal C-2822- 2b –In Charge pay - Library Office Specialist II (OSII) Staff** - Remove in charge pay for OSII for "support functions" and only pay it if assigned to be in charge of a full building
- **Proposal C-2822-2c – In Charge pay – Associate Librarian** - Expand the language to cover for filling in for any supervisor, regardless of title of the supervisor
- All other edits shown are housekeeping only, including proposal to group all the In Charge Pay provisions into one section.

Section 14 (from 16/19). In Charge Pay - Senior Service Center Representative. Employees in the job class of Senior Service Center Representative who are expressly designated to direct the operations of a Service Center in the absence of a Public Service Unit Supervisor (Service Center Supervisor) or a Resident Real Estate Services Supervisor (Service Center Manager) shall receive a differential of \$1.00 per hour

The Union and the County reserve the right to add, drop, or modify these proposals. All tentative agreements contingent on a final total package agreement.

In Charge Pay – Library Specialist (Office Specialist II) 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) Library Specialist (Office Specialist II) who are expressly designated to direct the support functions or the building functions (as outlined in the department’s best practices) to be in charge of a library in the absence of an Associate Librarian, supervisor(s) or a Librarian Lead Worker, shall receive a differential of \$1.30 per hour for each hour or portion thereof so designated. [Proposal to remove “direct the support functions”]

In Charge Pay – Associate Librarian. An Associate Librarian expressly designated by the EMPLOYER to be in charge of a library in the absence of either a supervisor(s) or a Librarian, will receive, in charge pay, provided such assignment is for a period of at least two (2) hours. The in charge pay will be \$1.30 per hour. [language relocated from Section 19]

The total rate paid to the employee under the provisions of this section shall not be less than the total rate provided by Section 10 of this Article (“work out of class” pay), provided the employee qualified for payment under the provisions of Section 10.—[Propose to delete language that appears to be unnecessary].

6/29/18 Union response – The union is willing to talk about expanding and modifying this section but does not wish to limit how/when employees can receive in charge pay.

C-2822-3

Article 9, Section 20 - On Call Off Premises Pay – Hennepin Health

- **Proposal C-2822-3** Delete this differential. This differential related to a regulatory requirement about CMS and Medicare. Hennepin Health no longer holds a contract requiring phone staff to be On Call Off Premises so the differential is no longer needed.

Section 20. ~~Employees expressly assigned by the EMPLOYER to remain in “On Call Off Premises” status will receive \$2.60 per hour (only MHP Services Representative).~~

C.2822-4

Article 43 – Sheriff’s Civilian Uniform

Proposal C-2822-4 Propose to include recently negotiated MOU re: Clothing for Public Safety Records Clerks

6/29/18 Union response – The union is interested in clothing/apparel stipends for all employees required to wear specific clothing/uniforms/logowear/etc

C.11 – deferred from Master table

Article 38 - Salary Rates

The Union and the County reserve the right to add, drop, or modify these proposals. All tentative agreements contingent on a final total package agreement.

- **Proposal C11** - Housekeeping proposal to add the words “dental deduction applied” to the Salary Rates shown in Local 34, Local 2822 and 1719.
- ***Union deferred to individual supplements***

C.16- Housekeeping Proposals – deferred from Master table

After discussion with the AFSCME Field Representatives and Local Presidents, the County shared a number of housekeeping-only proposals with Local 34 for their consideration and vetting. Many/ most of those proposals would be applicable to the language of the other AFSCME locals as well.

The County suggests – if time permits - the parties could sign off on the housekeeping items for each individual Article as those articles are completed i.e. when there are no longer issues in dispute on those articles.

To that end, articles for which neither party made a substantive proposal on 5/7 or 5/21 appear to include the following articles. The County asks the Union to confirm as you are able which of the housekeeping items in these articles are tentatively agreed to for all the locals. (We can address the housekeeping items for the other Articles as they are completed and/or at the very end of negotiations).

- Article 1- Preamble
- Article 2- Recognition
- Article 5 – Employer Authority
- Article 8 – No Strike – No Lockout
- Article 14 – Absence Without Leave
- Article 15 – Leave Benefits and Worker’s Compensation Benefits
- Article 17 – Military Leave of Absence Without Pay
- Article 18 – Military Reserve Training
- Article 19 – Court Duty
- Article 20 – Election Days
- Article 23 – Severance Pay
- Article 30 – Fitness for Duty
- Article 33 – Employee Assistance
- Article 35 – Scope of Agreement
- Article 36 – Savings Clause
- Article 43 – Trainees
- Attachments
- Letters in the back of agreements

Union deferred to individual supplements – County said OK but wants one packet of agreed-to housekeeping proposals that are OK for all 6 locals.