

AFSCME Hennepin County Multi-Unit Opening Proposal - May 7, 2018

Local 34 Social Services and Related

Local 552 Probation and Parole

Local 1719 Adult Corrections

Local 2822 Clerical Unit

Local 2864 Professional Unit

Local 2938 Legal Unit

U.1

Article 10 – Holidays

Section 1.

Employees shall be entitled to compensated time off for designated holidays.

Designated holidays shall be ~~eight (8) hours each~~ the number of hours worked during the employee's regular assigned shift and are as follows:

| | |
|----------------------------|--|
| New Year's Day | January 1 |
| Martin Luther King Jr. Day | Third Monday in January |
| Presidents Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | July 4 |
| Labor Day | First Monday in September |
| Veterans Day | November 11 |
| Thanksgiving Day | Fourth Thursday in November |
| Thanksgiving Friday | The day immediately following Thanksgiving Day |
| Christmas Eve Day | The work day immediately preceding the Christmas holiday |
| Christmas Day | December 25 |

U.2

Article 9 – Work Schedules/Premium Pay

Section [#] Shift Differentials

In ~~2016~~ 2019, a shift differential of ~~\$.90~~ \$1.10 per hour shall be paid to all employees who work an assigned shift where at least five (5) hours of the shift occur between ~~5pm~~ 3:00pm and 7:00am. In ~~2017~~ 2020, the shift differential will be ~~\$1.00~~ \$1.20 per hour. In 2021, the shift differential shall be \$1.30 per hour. ~~Such a~~ Shift differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.

In ~~2016~~ 2019, a weekend differential of ~~\$.95~~ \$1.10 per hour shall be paid to all employees required to work any shift(s) that start on either Saturday or Sunday. In ~~2017~~ 2020, the weekend differential will be ~~\$1.00~~ \$1.20 per hour. In 2021, the weekend differential shall be \$1.30 per hour. ~~Such w~~Weekend differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.

within a higher range which is equal to the minimum rate for the higher class or one (1) step higher than the employee's current salary, whichever is greater. In order to qualify for such higher rate, the employee must perform that work which distinguishes the higher classification from the employee's regular class in terms of level of responsibility, types of duties, and/or quality and quantity. Rotation of employees through a position in a higher class for the purpose of avoiding payment of out of class pay is a violation of the intent of the out of class pay agreement

[New section]

When an EMPLOYEE is scheduled to work from home, but is called in to work on-site, the EMPLOYEE shall be compensated for travel time at their hourly rate of pay.

U.6

Article 9 – Work Schedules/Premium Pay

Overtime premium shall be provided in the form of either cash payment or compensatory time, ~~as determined appropriate by the EMPLOYER, provided e~~Employees shall have the right to indicate their preference to the EMPLOYER on a per payroll period basis.

Article 10 - Holidays

Compensation for holiday hours assigned/worked shall be provided either in compensated time off or cash payment ~~as approved by the EMPLOYER.~~ Employees shall have the right to indicate their preference to the EMPLOYER on a per payroll period basis.

U.7

Article 9 – Work Schedules/Premium Pay

Section 4.

~~Worked hours in excess of forty (40) hours per work week shall be overtime~~ All hours in excess of an EMPLOYEE's regularly scheduled shift (including approved paid vacations/PTO hours) shall be overtime and compensated at one and one-half (1 ½) times the employee's base pay rate REGULAR RATE OF PAY or one and one-half (1 ½) hours compensatory time for each hour worked, subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the employee's immediate supervisor or his/her designee.

Section [#]

EMPLOYEES shall not be mandated to work longer than sixteen (16) consecutive hours. If this is required due to an emergency, the EMPLOYEE will be compensated at four (4) times the EMPLOYEE's REGULAR RATE OF PAY.

U.8

Article 10 – Holidays

Addition of one floating holiday

Article 12 - Sick Leave

Section 5. [Paragraph 4]

Sick leave usage is subject to approval and verification by the EMPLOYER who may, after three (3) consecutive days' absence, require the employee to furnish a report from a recognized ~~physical or mental authority~~ medical provider, mental health professional, or a school/childcare authority (for minor children) 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, patterned or inappropriate may be required to submit such report for absences of less than three (3) days duration.

U.13

Article 39 - Automobile Travel Expenses

[New section]

The EMPLOYER shall offer unlimited-ride transit passes at no cost to EMPLOYEES who utilize Metro Transit for transportation to and/or work.

[New section]

EMPLOYEES assigned to downtown Minneapolis worksites who are not eligible for parking reimbursement in accordance with the County Administrator's current memorandum, shall receive up to \$50.00 per month towards actually incurred parking expenses.

U.14

Article 16 - Funeral Leave

The EMPLOYER will approve and administer leave with pay in cases of death in the immediate family for purposes of attending funeral services and absences necessary to make funeral arrangements for the decedent. The degree of relationship is limited to: spouse, parent, step parent, parent-in-law, children, stepchildren, brothers/~~step-brothers~~, brothers-in-law, sisters/~~step-sisters~~, sisters-in-law, aunts/~~aunts-in-law~~, uncles/~~uncles-in-law~~, nieces/~~step-nieces~~, nephews/~~step-nephews~~, grandparents/~~step-grandparents~~, grandparents-in-law, grandchildren/~~step-grandchildren~~, a person with whom the EMPLOYEE resides, or person regarded as a member of the employee's immediate family. ~~Such Funeral leave shall be limited to a maximum of three (3) calendar days (twenty-four (24) compensated hours) per occurrence, not to exceed forty-eight (48) seventy-two (72) compensated hours in any calendar year. EMPLOYEES who work eight (8) hour shifts shall receive up to twenty-four (24) compensated hours per occurrence. EMPLOYEES who work twelve (12) hour shifts shall receive up to thirty-six (36) compensated hours per occurrence.~~ (See Attachment).

U.15

Article 29 - Educational Assistance/Training

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.18

Article 22 – Insurance

Health insurance proposals will be discussed in the context of the Labor Management Health Care Committee.

U.19

The Union's proposal for Dental Insurance will be discussed at a later date.

U.20

Article 24 - Stability Adjustments

The Union will include modification of Stability Adjustments (Retention Payments) as part of its economic proposal.

U.21

Article 37/Article 38 Special Leave without Pay

Section 1.

Employees may participate in a Special Leave without Pay Program as established by the Hennepin County Board of Commissioners. The Special Leave without Pay Program period is from date of County Board Approval through ~~December 31, 2016~~ [contract duration – housekeeping].

Section 2.

Upon the request of either party, the EMPLOYER and the UNION shall meet and Confer on the extension of this Special Leave without Pay Program each year through ~~2018~~ [contract duration – housekeeping].

Section 4.

The EMPLOYER will allow SLWOP in lieu of vacation time and/or sick time, provided that coverage for the leave does not result in the payment of overtime.

U.22

so that they are able to respond and to defend their interests. Confidentiality is different from anonymity. An individual complainant that wishes to seek informal or formal resolution or mediation, though not required, must be prepared to be identified to the respondent. Everyone involved in a complaint has a responsibility to ensure confidentiality in all their verbal, written and taped communication, formal and informal, in order to respect the right to fair process for the complainant and respondent. Hennepin County will not tolerate retaliation against an individual who complains of unacceptable behavior. It will take every step necessary and appropriate to ensure that retaliation does not occur, and if it is reported that retaliation has occurred, Hennepin County will take immediate action to stop the retaliation.

U.23

Article 9 – Work Schedules and Premium Pay

Section 3

~~Employees shall normally be granted an unpaid lunch break and two (2) fifteen (15) minute breaks during each full work shift of eight (8) hours or more at times designated by the employer. In some situations work demands may on occasion preclude the granting of an uninterrupted lunch break or relief period.~~

EMPLOYEES shall be granted a thirty (30) minute lunch break during each work shift of eight (8) hours or more. EMPLOYEES are entitled to and shall be granted one (1) fifteen (15) minute paid rest break per four (4) hours of work. Alternative arrangements for paid rest periods should be made between the EMPLOYEE and the supervisor when work demands and/or staffing needs preclude the granting of lunch or rest breaks on a regular schedule. An EMPLOYEE who works beyond their normally scheduled work shift shall receive a fifteen (15) minute rest period before they continue work if their work will extend four (4) hours or more. Paid rest periods for employees working regularly schedule shifts greater than eight (8) hours will be extended proportionally.

Fifteen (15) minute paid breaks and the unpaid lunch break may be combined.

U.24

Article 32 Discipline

Section 6C.

Upon written request of the employee, a written reprimand shall be removed from the Human Resources employee file if no further disciplinary action has been taken against the employee within two (2) years following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand.

Upon written request of the employee, oral reprimands and coaching shall be removed from the Supervisor file if no further oral reprimands have been issued and/or if no additional coaching has been necessary within two (2) years following the date of the oral reprimand or coaching, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the oral

U.27

[New Article] Respect and Dignity

The EMPLOYER and the UNION agree that each EMPLOYEE shall be treated with respect and dignity. Verbal abuse, threats, intimidation, or harassment by managers or supervisors will not be tolerated. Disrespectful treatment shall be subject to the grievance process.

U.28

Article 7. Grievance Procedure

Section 3.

Grievance Procedure: Grievances, as herein defined, shall be processed in the following manner. It is the EMPLOYER's responsibility to prove just cause and will provide an argument to justify the discipline of the EMPLOYEE.

Step 1: INFORMAL. An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:

- A. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the union representative, to his/her supervisor ~~who is designated as appropriate for this purpose by the EMPLOYER.~~

~~Section 5. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee/UNION may elect to treat the grievance as denied at that step. The UNION may then immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step. The EMPLOYER must respond to the grievance within fourteen (14) calendar days. In the case of disciplinary grievances, failure of the EMPLOYER to respond prior to the fourteen (14) day timeline, the discipline will be reversed/removed from the EMPLOYEE's file.~~

~~Section 6. Employees serving an initial probationary period shall have right of appeal only through Step 2 of this grievance procedure except for a grievance alleging an error in salary or benefits due.~~

~~Section 7. Limited duration employees (except for an employee whose work schedule is intermittent, non-continuous or irregular in nature) and employees serving in the unclassified service shall have right of appeal only through Step 2 of this grievance procedure, provided employees of the Law Library shall also have right of appeal to the arbitration step of this grievance procedure.~~

U.29

Article 6 – Seniority

EMPLOYER shall respond in writing to either allowing or denying written employee paid time off (PTO) requests within seven (7) calendar days of the date the request is received provided the request is received by the EMPLOYER at least seven (7) calendar days prior to the beginning of the request paid time off (PTO) period. Such EMPLOYER approval must be received by the employee in order for such vacation request to be considered approved. Paid time off (PTO), once approved, shall not be cancelled by the EMPLOYER, except for unforeseen circumstances.

U.32 (not presented on 5/7/18)

ARTICLE 4 - UNION SECURITY, UNION RIGHTS

Section 1.

E. The Employer shall report to the Union the information on all employees added to or removed from the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period at no charge.

F. The employer shall provide to the union free of charge an updated and accurate list of changes within the bargaining unit including but not limited to: work location, job classification, phone number, email, and mail code on a monthly basis.

G. Employer will maintain an updated and accurate electronic staff directory accessible to all employees on employer's main web page. The Employer will review directory, organizational charts and locations monthly to ensure accuracy. The Employer will include job classification on its outlook directory.

The EMPLOYER will provide to the UNION the add/drop report each pay period and the quarterly report electronically at no charge (monthly data is available on the quarterly reports). The EMPLOYER will charge the UNION \$25.00 for production of an electronic report request that varies from this schedule.

Section 3 C. Bargaining unit employee stewards and officers may leave their work stations with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work stations. Concurrence of the supervisor to leave a work station for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.

D. Employee representatives of the UNION shall receive paid time off to participate in joint labor-management committee meetings and meet and confer sessions with the EMPLOYER. Time off with pay under this subsection

shall be limited to those activities specifically initiated and/or approved by the EMPLOYER and occurring during the

employee's regularly scheduled work time.

E. The EMPLOYER shall make reasonable adjustments to the workloads of employee representatives of the UNION

who receive paid time off for UNION related activities under the provisions of subsections B, C, and D above.

Article 4 B. Union Activist/Supervisor Orientation

The Employer and the Union agree to the following discussion agenda for supervisor-union activist orientation.

The supervisor, Union Activist, appropriate Human Resources Department or Labor Relations Representative, and Union Representative shall meet and review the contract provisions on Article 4 Union Security; Article 7 Grievance Procedure. Application of these provisions to the Union Activist's specific work situation shall be clarified.

It is understood the Union and Employer may not have total agreement on the degree to which union rights must be accommodated in every situation. However, the parties do agree on the following points:

1. The Union Activist shall give notice immediately when grievance meetings or discipline meetings are scheduled.
2. The Union Activist will request union leave as much in advance as possible.
3. The Employer recognizes that the Union Activist is not in sole control of grievance meeting scheduling and will accommodate time off.
4. After the meeting, it is desirable to document in writing the specific understandings reached. The parties understand this does not abrogate either party's rights under the Collective Bargaining Agreement