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AFSCME Local 2822 _____ 2018 Supplemental Proposals

County 7/27/18 response added and sent to Joe

U-2822-1

The union drops this proposal

U-2822-2

The union drops this proposal

U-2822-3

The union drops this proposal

U-2822-4

Article 26- Work Unit Vacancies

Section 2. In the event that the vacant position is not filled through reassignment, the EMPLOYER will give reasonable consideration to the senior qualified regular employee who has applied to the vacant position through promotion.

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

The union continues this proposal as amended.

7/27/18 – County does not agree - do not understand what this would accomplish or how this differs from current practice.

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U-2822-5

The union drops this proposal

U-2822-6

The union drops this proposal

U-2822-7

The union drops this proposal

U-2822-8

The union drops this proposal

U-2822-9

The union drops this proposal

U-2822-10

The union drops this proposal

U-2822-11

Article 3- Definitions (not necessarily this article)

Include the language:

Volunteers should never have access to private information.

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The union continues this proposal as amended.

7/27/18 – County response: Library is working to tighten up training and policies but can not guarantee that this will never occur.

U-2822-12

The union drops this proposal

U-2822-13

The union drops this proposal

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 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

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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.

The union maintains this proposal

7/27/18 – County continues to disagree. No rationale for varying shift differential pay rates. Not looking to expand FTO pay.

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.
3. Two (2) consecutive days off will be required if requested by Staff. All attempts will be made to honour the requests.

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

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

The union agrees to defer this proposal to the meet & confer. T.A. Scheduled for 8/7.

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...

No action yet

U-2822-17

The union drops this proposal

U-2822-18

ARTICLE 11A - VACATIONS

The union drops this proposal

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.

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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:

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.

The union maintains this proposal

6/29/18 – County response: Do not agree to put this language in contract. Willing to discuss concerns at a meet and confer.

U-2822-20

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

The union maintains this proposal

We need a way to protect those working in the juvenile facility while we wait for the county to appropriately staff its buildings

7/27/18 – County has looked into the issues at the JDC with regard to the Records Clerks. We are now at full complement (5) and are training a few more JCOs to handle intake. Do not agree to add the MOU language as it is being sunsetted.

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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. Sheriff’s 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 compensation~~ [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].

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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. 6/29/18 – County continues proposal.

Answer pending

7/27/18 – County drops proposals 1a and 1b with regard to night differential but maintains proposal 1c on weekend differential, as well as all the housekeeping/readability edits.

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. TA
- **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 TA
- All other edits shown are housekeeping only, including proposal to group all the In Charge Pay provisions into one section.

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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

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.

6/29/18 – County response - County will take the “in charge of support function” conversation back to library and discuss prior to next negotiations meeting.

Answer pending

7/27/18 – County continues proposal 2b

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.

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~~**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).~~

Section 20. Employees expressly assigned by the EMPLOYER to remain in “On Call Off Premises” status will receive \$: (only [MHP Hennepin Health Services Representative](#)). [\[Legacy language not currently in use\]](#).

6/29/18 – Union concerned and wants language left as Legacy.

6/29/18 – County suggests a counter as shown above.

The union does not agree to this proposal

7/27/18 – County drops proposal

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

The union agrees to this proposal in spirit. We want it to reflect the following:

- -All uniformed employees are included (meaning all employees required to wear specific clothing/uniforms/logowear)
- -Enough funds to provide five (5) uniforms per year
- -Packages of uniform items from which employees can choose (e.g., five shirts and pants, three shirts and pants and one jacket)

The county is able to negotiate bulk contracts from vendors. Our members don’t necessarily need to constantly accumulate branded polo shirts, so it makes sense to allow employees to be able to choose from packages of uniform or logowear material as it fits their individual needs. The union is absolutely open to moving from a stipend to an employer-provided apparel or employee-credit w/vender arrangement.

7/27/18 – County response: Propose to end current MOU and provide-and-replace program in DOCCR, where the JDC provides the following at initial hire into the job: 5 polo shirts, 2 long-sleeve shirts, and 1 cardigan. The JDC will replace these clothing articles upon request of the employee or supervisor due to reasonable wear-and-tear.

C.11 – deferred from Master table

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Article 38 - Salary Rates

- **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 – County needs an answer and notes that 1719 has agreed to this housekeeping change.**

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.