

COUNTY OPENING PROPOSAL - MAY 21, 2018

AFSCME – HENNEPIN COUNTY MULTI-UNIT NEGOTIATIONS

Local 34 Social Services
Local 552 Probation and Parole
Local 1719 Adult Corrections
Local 2822 Clerical
Local 2864 Professional
Local 2938 Legal

The following is the COUNTY'S OPENING PROPOSAL for the labor agreements with the above-listed locals. These labor agreements expire 12/31/18. The Employer reserves the right to add, modify or delete proposals from this initial offering, and it is understood that any tentative agreements made during the course of these negotiations are contingent on a total package agreement.

NOTE: Although the Local 34 contract language is used in this proposal document to illustrate the language changes being proposed, the intent – unless otherwise marked – is that these proposals apply to all the units listed above.

C.1

Article 3 – Definitions – Probationary Periods

- **Proposal C1 a-** Propose that the length of probationary periods for job classes return to being a product of the HR Rules and not subject to negotiations.
- **Proposal C1 b -** Propose that both initial and promotional probationary periods be extended unilaterally by the Employer, with notice to the union. (Employer already has the discretion with regard to rehires).
- All other edits shown are housekeeping only.

PROBATIONARY PERIOD: PROBATIONARY PERIODS are established and modified in accordance with the Hennepin County Human Resources Rules ("HR Rules"). The probationary periods for classifications in this bargaining unit are as follows, and are subject to change in accordance with the HR Rules and with appropriate notice to the union.:

- (1) Newly Employed: The first six (6) calendar months service of newly hired or REHIRED employees. (The PROBATIONARY PERIOD for REHIRE employees may be modified or waived at the discretion of the EMPLOYER, provided such modification or waiver is stated in writing.)
- (2) PROMOTIONAL and TRANSFER: The first six (6) calendar months of service following a PROMOTIONAL appointment or a TRANSFER.
- (3) Newly employed, PROMOTIONAL and TRANSFER employees in the job classifications of STS Crewleader will serve a 12 month PROBATIONARY PERIOD. [Note: the specific classes that have probation of 12 months or more vary by labor contract. We propose those remain listed in the respective contracts, but with the understanding that our proposal would make any change a product of the HR Rules rather than negotiations].

(4) Extensions of PROBATIONARY PERIOD. In all cases, PROBATIONARY PERIODS may be extended at the discretion of the EMPLOYER, provided such modification is communicated in writing to the employee and the union.

(5) See Article 7, Grievance Procedure, regarding appeal rights related to PROBATION PERIODS being terminated. [Proposing to insert reference to grievance process here for readability/ reference].

C.2

Article 4 - Union Security

- **Proposal C2 a** - Propose to limit the number of stewards allowed in any one geographic location to spread the release time load across departments and ensure easier access to stewards.
- **Proposal C2 b** - Add the same pre-approval requirement for union use of interoffice mail that is already there for union use of email; and add respect language from the union bulletin board paragraph to the paragraph regarding union use of county mail systems.
- **Proposal C2 c** - Proposing an enforcement mechanism for repeated violations of the Article 4 contract language.
- All other edits shown are housekeeping only.

- Section 3.** The UNION may designate certain employees from the bargaining unit to act as STEWARDS and shall, within thirty (30) days of the execution of this AGREEMENT and upon occurrence of any change thereafter, certify to the EMPLOYER a current list of business representatives, officers and STEWARDS who are authorized by the UNION to investigate and present grievances to the EMPLOYER. The EMPLOYER agrees to recognize such representatives for the purpose of investigating and presenting grievances to the EMPLOYER subject to the following stipulations:
- A. There shall be not more than forty-five (45) bargaining unit employees designated as STEWARDS, subject to alteration upon mutual agreement between the UNION and the EMPLOYER. Further, there shall be no more than two (2) STEWARDS assigned for any one geographic location.
 - B. Not more than one employee representative (STEWARDS or officer) will be authorized time off with pay to investigate or present any one grievance matter to the EMPLOYER. Nothing in this clause is intended to limit the number of union STEWARDS who may request to use their own time (vacation, compensatory, or time without pay) to investigate and present grievances.
 - 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. (See also Article 30 - Meet and Confer, Section 1 regarding number of participants). [Proposal to add this cross-reference is for housekeeping/ readability].
 - 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. Such adjustments shall be made only for those employees who perform these activities on a regular, ongoing basis.

Section 6. The UNION may use the EMPLOYER's facilities for UNION business with prior approval of the EMPLOYER. ~~The UNION shall have access to the EMPLOYER's internal mail distribution system and electronic (e-mail) system consistent with the practice existing on the effective date of this agreement. However, the~~ The UNION agrees to request prior authorization from the EMPLOYER's Labor Relations Department prior to use of the e-mail or any other internal mail distribution system for any mass communication. It is understood by the parties that the utilization of any EMPLOYER equipment or systems necessitates that all communication be respectful. It is agreed that items which reflect negatively on the UNION, employees, or the EMPLOYER shall not be approved or distributed. [Note: proposed language is similar to what is already required for bulletin boards below]. The parties agree that the union's failure to follow this agreement will result in the removal of access to the EMPLOYER's email, interoffice or other county-mail system.

Section 7. The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of union meetings, union elections, union election returns, union appointments to office, union recreational and social affairs, arbitration awards, decisions of the BMS and the courts, and other items specifically approved by the EMPLOYER. It is agreed that items which reflect negatively on the UNION, employees, or the the EMPLOYER shall not be posted. All posted materials must be union publications or legibly signed by an authorized UNION representative.

New Section 12 The parties agree that any employee representatives of the UNION who do not honor the contract language of this Article 4 will be subject to removal from union activity for a period of time to be negotiated between the Labor Relations Department and AFSCME Council 5.

C.3

Article 6 – Seniority

- **Proposal C3** – Standardize the length of time on a layoff list at one year. [Contracts vary].

Section 2. Seniority rights under this AGREEMENT shall terminate under the following conditions:

- A. Termination of employment.
- B. Layoff in excess of a period equal to an employee's length of employment but not more than ~~three~~ one years.
- C. Failure to return to work in accordance with the terms and conditions of an approved LEAVE OF ABSENCE

C.4

Article 7 – Grievance Procedure (as well as Article 32 – Discipline)

- **Proposal C4** - Propose that all discipline grievances begin at Step 2, consistent with the language in Article 32 of AFSCME Local 1719. (Proposal would move that language to all of the bargaining units listed above and have it appear in both the Grievance and the Discipline articles).

Section 3. GRIEVANCE PROCEDURE: Grievances, as herein defined, shall be processed in the following manner: Grievances relating to Discipline shall be initiated by the UNION in Step 2 of the Grievance Procedure.

C.5

Article 9 – Foreign/Sign Language Stipend

- **Package proposal C5:**
 - Eliminate the proration of the Certified Bilingual Stipend. This pro-ration is not applied consistently and eliminating it will be to employees' advantage; in exchange for
 - Eliminating the Occasional Stipend. The Occasional Stipend is given to people who have not yet been certified can be more lucrative than the Certified Stipend which is illogical and creates a disincentive to become certified.
- All other edits shown are housekeeping only

Section 14. Foreign/ Sign Language Stipend.

Bargaining unit employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skills shall be compensated for such work according to the following terms and conditions:

- A.. Certified and Regular Bi-Linqual Stipend. ~~FULL-TIME EMPLOYEES~~ who are regularly required to use foreign language or sign language skills in addition to other job duties shall receive a salary stipend of \$47.50 per payroll period. ~~This stipend shall be pro-rated on the basis of scheduled hours for PART-TIME EMPLOYEES.~~ This stipend will be in effect for all compensated hours including compensated leaves. [Proposing the use of the term "stipend" because it doesn't currently operate like the other differentials].
- B-. Occasional Bi-Lingual Pay. ~~Employees who provide foreign language or sign language skills on an occasional or irregular basis at the request of the EMPLOYER shall receive \$9.50 in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed \$47.50 for any one payroll period.~~

C.6

Article 9, Section 9 - Minimum Call Back Language – ME Office – L34 and L2864

- **Proposal C6 – Propose a Medical Examiner exception to the 3-hour minimum call back. (ME office employees are in Social Service and Professional units)**
- All other edits shown are housekeeping only and would apply to all units.

Section 9.

Call Back Pay. ~~With the exception of employees in the Medical Examiner's Office, employees called to the work site by the EMPLOYER shall be paid for hours actually worked at their BASE PAY RATE but not less than three (3) hours. Such payment shall be either in cash or compensatory time off as determined by the EMPLOYER. [Deletion of compensatory time reference is for housekeeping/ clarity as current payroll system is not able to do comp time on required Call Back.]~~

Medical Examiner Office employees who are called back to the work site shall be paid for hours actually worked at their BASE PAY RATE but with no minimum number of hours. [Note: these hours would need to be entered as Regular Hours to avoid the automatic 3-hour call back pay being triggered].

C.7

Articles 11A, 11B, 12A, 12 B - Vacations, Paid Time Off, Sick Leave

- **Proposal C7a** – Propose that employees hired on/after 7/7/2019 be enrolled in PTO (eliminating the vacation/sick option for new hires/rehires).
- **Proposal C7B** – Allow any employee to make an irrevocable switch to PTO at any time. Employees who are currently prohibited from converting to PTO would move to the PTO schedule that is appropriate for their hire date.
- See attachment at the back of this packet for the proposed contract language to effectuate these proposals, as well as housekeeping edits for these articles.

C.8

Article 16 and Attachment C - Funeral Leave

- **Package Proposal C8** –
 - Expand Funeral Leave to Bereavement Leave in exchange for
 - Incorporating the HR Rule on Bereavement Leave into the contract by reference and eliminating existing Article 16 language. This will allow the HR Rules to be applied consistently and also, as the HR Rules are currently written, allows for a max of 24 working *hours* per occurrence (removes the reference to days).

ARTICLE 16 - FUNERAL BEREAVEMENT LEAVE

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

Bereavement Leave is provided in accordance with the Hennepin County Human Resources Rules ("HR Rules"). The bereavement leave provisions are as follows, and are subject to change in accordance with the HR Rules and with appropriate notice to the Union. When necessary, leave with pay will be granted in cases of death of the following: spouse, parent, parents-in-law, step-parent, children, step-children, grandchildren, brothers and sisters, sons-in-law, daughters-in-law, brothers and sisters-in-law, aunts, uncles, nieces, nephews, grandparents, grandparents-in-law or person regarded as a member of the employee's immediate family. Such leave shall be subject to approval by the EMPLOYER and limited to a maximum of twenty-four (24) working hours per occurrence not to exceed forty-eight (48) hours in any calendar year. (See also Attachment C) It is understood that any changes to the HR Rules on this topic will replace the language above and be incorporated into this contract by reference.

C.9**Article 22 Insurance, Section 2**

- **Proposal C9** - Propose to rewrite the language regarding optional benefits to document the current situation which is that these benefits are administered consistently countywide and any changes (up or down) happen at the county level.

Section 2. For the duration of the AGREEMENT, benefit-earning EMPLOYEES shall be entitled to participate in the benefits programs listed in this section 2, to the same extent and upon the same terms and conditions as are applicable to all similarly-situated Hennepin County benefit-earning EMPLOYEES. The EMPLOYER may at any time during the term of this Agreement unilaterally amend, modify, improve, discontinue or terminate any of these benefit plans or implement new plans or provisions provided those same changes are made for other similarly-situated benefit-earning EMPLOYEES throughout Hennepin County. The EMPLOYER shall have sole discretion and authority to exercise these rights without any obligation to bargain with the UNION regarding the impact upon EMPLOYEES covered by this AGREEMENT.

Flexible Spending Account - Health Care (optional)

Flexible Spending Account - Dependent Care (optional)

Flexible Spending Account - Adoption Assistance (optional)

Flexible Spending Account – Parking (optional)

Vision Insurance (optional)

Basic Life Insurance of \$30,000 (EMPLOYER paid)

Spouse/Domestic Partner Life Insurance (optional)

Dependent Life Insurance (optional)

Short Term Disability Plan (optional) – requires standard hours of 30 or more/week

Long Term Disability Plan (auto enrolled) - requires standard hours of 30 or more/week

Deferred Compensation (optional – does not require employee to be benefit earning)

529 MN College Savings Plan (optional – does not require employee to be benefit earning)

Bus cards – (optional does not require employee to be benefit earning)

[Propose to delete all of the following language because covered by new language above].

~~Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin County Health Care Expense Account plan as an option to the EMPLOYER hospitalization and medical insurance coverage allowance specified in Section 1. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain expenses that qualify for exemption from mandatory payroll deductions such as income taxes. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.~~

Section 3. ~~Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Dependent Care Assistance Program provided by the EMPLOYER. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes and pension contributions. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by mandatory payroll deductions.~~

Section 4. ~~Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin County Parking Expense Account plan. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes.~~

Section 5. ~~The EMPLOYER shall pay the full cost of a \$30,000.00 basic life and accidental death and dismemberment term life insurance contract for each employee.~~

Section 6. ~~Long Term Disability. The EMPLOYER shall, subject to availability, arrange for a group Long Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual employee option basis. Employees will have their sick leave/PTO accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave/PTO hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave/PTO accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such a plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide for this coverage. [Eligible employees are auto-enrolled]~~

Section 9. ~~Short Term Disability. The EMPLOYER shall, subject to availability, arrange for a group Short Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and the underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual employee option basis. Employees electing the Short Term Disability option will have their sick/PTO leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick/PTO leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide this coverage.~~

C.10

Article 22, Section 11 – Health Care Savings Plan

- **Proposal C10a** - Eliminate the Employer lump sum contribution to the contractual Health Care Savings Plan (HCSP) for those hired/rehired on or after 7/1/19.
- **Proposal C10b** – Effective 1/1/19, for those receiving the Employer lump sum contribution, change the timing from the first full pay period after an employee's anniversary date to once a year (the pay period containing 7/1) for anyone meeting a qualifying level of service at any time during the calendar year in question.

Section 11 Health Care Savings Plan (HCSP)

Subd. 1. Establishment of HCSP. A Health Care Savings Plan (HCSP) is established to enable Hennepin County EMPLOYEES to save money on a pre-tax basis to pay post-County employment medical expenses and/or health insurance premiums. EMPLOYER and EMPLOYEE contributions designated below shall be deposited with a HCSP provider selected by the EMPLOYER. The EMPLOYER and the HCSP provider may establish appropriate policies and procedures to implement and administer the HCSP that are not inconsistent with the requirements of this section.

Subd. 2. Eligibility. Only regular benefits-eligible EMPLOYEES are eligible to participate in the HCSP. EMPLOYEES hired, re-hired or re-instated after January 1, 2008, unrepresented employee newly hired, REHIRED or re-instated between January 1, 2007, and December 31, 2007, who become part of the bargaining unit after December 31, 2007, and employees that exercised their right to opt-out of the ERHIP, are required to participate in the HCSP. Former MPL employees who exercise their right to opt-out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option shall only have their time spent in service while employed by Hennepin County as a **REGULAR EMPLOYEE** count towards determining eligibility for the County contribution in subdivision 4.

The County reserves the right to add, modify or withdraw proposals. Any tentative agreements are contingent on a total package agreement.

Subd. 3. Employee Contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP.

Subd. 4. County Contribution For employees hired prior to 7/1/19, the EMPLOYER shall make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The EMPLOYER's annual lump sum contribution shall be made in the first full pay period following an employee's anniversary date as follows: during the pay period containing July 1st of each year to each employee based on the year of service threshold they will meet in that calendar year.

<u>Years of Service</u>	<u>County Annual Contribution</u>
More than 5 years and less than 10 years of service.	\$500.00 per year
More than 10 years and less than 15 years of service.	\$600.00 per year
More than 15 years of service.	\$700.00 per year

Section 12. Pursuant to Article 22, Section 10, Subd. 1, the EMPLOYER shall apply the terms of Hennepin County Board Resolution 09-0339 (~~attached~~) to eligible employees covered by this AGREEMENT [obsolete – this language is no longer attached to the contract]

C.11

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.

C.12

Article 32 – Discipline, Section 6

- **Proposal C12** - Propose that Written Reprimands stay in the Human Resources Employee File as evidence of “notice” under just cause, even though the Written Reprimand may be expired for purposes of progressive discipline.

Section 6. Human Resources Employee File

- Investigations which do not result in disciplinary actions shall not be entered into the employee's *Human Resources employee file*. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's *Human Resources employee file*. All disciplinary entries in the *Human Resources employee file* shall normally state the corrective action expected of the employee.
- An employee who is reprimanded in writing, suspended, disciplinarily demoted, or discharged shall be furnished with a copy of notice of such disciplinary action.
- ~~Upon written request of the employee, a~~ A written reprimand shall be ~~removed from the employee's Human Resources employee file~~ considered “expired” for purposes of progressive discipline 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. However, such expired written reprimands will remain in the Human Resources employee file as evidence that an employee has been notified as to the county's expectations for performance and/or conduct.
- Employees shall have access to information contained in their *Human Resources employee file* in accordance with the provisions of the Data Practices Act, as amended.

C.13 - Economic Wage & Benefit Issues to negotiate

The following topics are items the County expects to discuss as part of economic negotiations later this summer. Language or supplemental items that involve economic costs may also be deferred to this list.

- **Propose that the employee contribution for single medical coverage be expressed as a % of the total premium, rather than a flat dollar amount.** (complete proposal forthcoming following identification of total premium).
- **Proposing modest increases to the employee contribution for medical coverage at each level** (complete proposal forthcoming following identification of total premium).
- **Possible unified Health Care Savings Plan** for the entire county
- **General Salary Adjustment each year of the contract, without any minimum increases**
- **Retroactivity negotiable if settlement not complete by expiration date**
- **Reduction of Step Costs each year of the contract**
- **Contract Duration**
- **Evaluation of Union’s proposals on market adjustments and any identified by the County**
- **Evaluation of Union proposal on benefit package enhancements (Dental, Transit, Paid Parental Leave) as well as other cost-items**

C.14 - Items to be discussed as part of consensus process (not part of negotiations)

- **C14a -Medical Plan Total Premium and Plan Design 2019** - per the 2016-2018 Agreements, the total premium increase and the plan design for the 2019 medical plans will be handled via the consensus process outlined in the agreements or – if no consensus is reached –determined by the Board
- **C14b - Renewal of the Consensus Process on Medical Premium and Plan Design for 2020, 2021, 2022** (depending on contract duration) – per the 2016-2018 Agreements, the decision to move forward with the consensus process for the next contract will be made by consensus

C.15 – Past Practice Notice

Mobility Assignments - Hennepin County provides notice that, effective with the signing of the next contract, the County will remove the AFSCME signature line from our Mobility Assignment forms. There is no contract language requiring a signature by AFSCME and the presence of the signature line has significantly delayed several mobility assignments. The County is open to discussing a notification process with the union, but needs the ability to move forward on these assignments without significant delay.

C.16- Housekeeping Proposals

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

County Proposal for Local 552 Only

C-552-1

Article 39, Section 4 - Salary Rates

- **Proposal C-552-1** - Propose a different way to handle the 18 year of service pay. Perhaps set it up as an “additional pay” of \$.072 cents/hour beginning the pay period following achieving 18 years of service. This would be administratively easier for the County because more consistent with how we administer “additional pay” components in other areas. This proposal provides some small advantages to employees because additional pay is included in overtime calculations and employees would receive the additional pay closer to the date they actually meet the 18 year threshold.

Section 4. Employees who have 18 or more years of continuous service with the EMPLOYER as of January 1 of the current year ~~shall will receive additional pay of \$.072 cent/hour effective the pay period following the achievement of 18 years of service. supplemental cash payment of \$150 paid over a payroll year at the rate of \$5.77 per payroll period.~~

C-552-2

Past Practice Notice: Performance review schedule. Probation Officers are on the A7 performance review schedule which is a 12 month probation review with an increase (which is standard), but then they receive another review 6 months later (standard would be 12 months later). There does not appear to be contract language to this effect, but it may have been a trade made when probation moved to 12 months for Probation Officers. The County proposes this group move to the standard AB performance review schedule (which would be an increase on probation at 12 months, and then annually after that). The County is willing to apply this change prospectively and exclude anyone currently on probation from this change.

County Proposals for Local 1719 Only

C-1719 -1

Article 9, Section 18 – In Charge Pay - ACF Contract only

- **Proposal C-1719-1** Propose to clarify language as follows (no substantive change intended).

Section 19. An employee expressly designated by the EMPLOYER to be in charge of a Section (i.e., Men's or Women's Section) of the Adult Corrections Facility in the absence of a supervisor normally assigned to that Section shall receive a differential of \$1.50 for each worked hour so designated.

An employee expressly designated by the EMPLOYER to be in charge of an area of a Section (i.e., a cellblock within a particular section) in the absence of the supervisor normally assigned to that area shall receive a differential of \$1.00 for each worked hour so designated.

C-1719 -2

Article 26, Section 1 – Shift Bidding/ Work Vacancies

- **Proposal C-1719-2** Propose to interrupt shift bidding to ensure adequate female staff per shift

Section 1. Senior qualified employees shall be given shift schedule preference within each housing section. However, seniority-based shift preferences may be temporarily suspended to ensure that a minimum of three (3) female officers are assigned to each 12-hour shift pattern, allowing for a minimum complement of two (2) female officers assigned to each shift and an appropriate relief factor. This seniority preference shall be within each classification and housing section based on the employee's initial date of regular appointment to a continuing position in the Adult Corrections Facility Bargaining Unit. Seniority preference by housing section shall be bid each February 1st. Seniority preference bidding shall take place in accordance with SOP 05-12 Correctional Staff Scheduling. 's 100-31, 200-31 and 300-07.

Employees will be required to demonstrate initial and continuing ability to perform the work on their assigned shift. During the course of the year as vacancies occur within a housing section due to death, retirement, separation or promotion within the housing section where the vacancy occurs, employees will have the opportunity to exercise their classification seniority in filling the shift schedule vacancy. After all the employees in the housing section where the vacancy exists have exercised such seniority for the existing vacancy, employees from other housing sections will be allowed to exercise their seniority to fill the remaining vacancy. However, no vacancies shall be filled under the provisions of this section which would result in layoff of an employee due to BFOQ considerations. Probationary employees will not be included in the shift schedule bidding process as they may be required during their probationary period to work different shifts and days so that the EMPLOYER may fully evaluate their effectiveness during the probationary period.

C-1719 -3

Article 39 - Clothing Allowance

- **Proposal C-1719-2** Propose to move from an annual to a monthly clothing allowance

Section 21. Upon the successful completion of their initial two month performance review, new employees covered by this AGREEMENT shall be eligible for \$150 of their clothing allowance. ~~This \$150 will then be subtracted from such employees' initial annual clothing allowance payment.~~ Employees shall be provided uniform jackets by the

EMPLOYER upon such date as an employee's work assignment requires the wearing of such jacket. The type of uniform and condition of wear shall be prescribed by the EMPLOYER.

Section 42. Following receipt of the initial clothing allowance referenced in Section 1, employees shall be eligible to receive a monthly clothing allowance of \$39.17, during January of each year.

C-1719 -4

Article 41, Section 2 - Salary Rates

- **Proposal C-1719-3** Propose to move Corrections Officers to a standard AB performance review schedule which would provide an increase on probation at 12 months and then annual reviews/increases after that. Currently this group receives merit increase at 6 months and 18 months after hire, even though probation is at 12 months. The County is willing to apply this change prospectively and exclude anyone currently on probation from this change.

Section 2. The EMPLOYER shall determine the rate of compensation for each employee within the established range based upon tenure and quality of performance provided that the EMPLOYER shall have the discretion to grant compensation in excess of the maximum rates shown when the EMPLOYER determines that the performance of any employee warrants any such additional compensation. Newly employed, re-employed or reinstated employees shall be eligible to be considered for their first in range merit increase after completing six (6) months of service probation. Employees shall be eligible to be considered for additional in range merit increases after completing each additional one (1) year of service following their probational increase.

County Proposals for Local 2822 Only

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].

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].

C-2822-2

Article 9 – In Charge Pay –

- **Proposal C-2822- 2a – In Charge pay – 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

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].~~

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

County Proposals for Local 2864 Only

C-2864 -1

Article 9, Section 19 - Medical Examiner Lead Investigator Pay

- **Proposal C-2864-1** Propose to modify Lead Investigator Pay

Section 19. Due to the nature of the work and the elongated shifts, any employee 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.

C-2864 -2

Article 29, Section 5 - Medical Examiner Educational Assistance/ Training

- **Proposal C-2864-2a** - change the reference to “any Employer-approved conference”
- **Proposal C-2864-2b** - propose to negotiate how this section works for individuals who work a night shift and then attend training during the day.

Section 5. 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~~ any Employer-approved conference during their regularly scheduled shift will be allowed to do so on county time, subject to staffing needs.

C-2864 -3

- **Proposal C-2864-3** Accretion List in the back of the contract needs updating - please see packet of proposed language provided with this opening proposal.

Language proposal for C-7

ARTICLE 11A – VACATIONS—Employees hired prior to 7/7/19 and choosing vacation instead of PTO

Section 1. All full-time employees hired / rehired prior to 7/7/19 who choose not to participate in paid time off (PTO) shall be eligible for vacation ~~leave benefits~~ at their current BASE PAY RATE.

Eligible employees hired/rehired on or after 7/7/19 are not eligible for Vacation and will participate in paid time off (PTO), Schedule 1. See Section 11B - PTO

In all cases, if an employee joins the bargaining unit having participated in paid time off (PTO), such employee shall retain paid time off (PTO) at their existing PTO schedule 1 or 2, which is dependent on their date of hire. [language repeated and clarified from Section 13]

Section 2. FULL TIME employees hired/ re-hired prior to 7/7/19 and choosing to remain in vacation shall accrue vacation ~~benefits~~ in accordance with the following schedule:

<u>Total Length of Service Since Most Recent Date of Hire</u>	<u>Annual Vacation Accrual Rate</u>
Less than six (6) months	64 hours <u>(8 days)</u>
More than six (6) months but less than five (5) years	96 hours <u>(12 days)</u>
More than five (5) years but less than eight (8) years	120 hours <u>(15 days)</u>
More than eight (8) years but less than twelve (12) years	144 hours <u>(18 days)</u>
More than twelve (12) years but less than eighteen (18) years	160 hours <u>(20 days)</u>
Over eighteen (18) years	184 hours <u>(23 days)</u>

Section 3. Vacation leave shall not accumulate in excess of two hundred eighty (280) hours. The EMPLOYER shall not be responsible for managing an employee's vacation leave balance so as to ensure no loss of the benefit because the balance is at or near the two-hundred-eighty (280) hour limit. Correspondingly, the EMPLOYER will not force employees to take vacation for such purpose.

Section 4. Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's written approval. The forty-eight (48) hour advance notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER shall respond in writing to written employee vacation 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 requested vacation period. Such EMPLOYER approval must be received by the employee in order for such vacation request to be considered approved. Vacations, once approved, shall not be cancelled by the EMPLOYER except for unforeseen circumstances.

Section 5. When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER shall consider seniority, job assignment and order of submission in granting such requests.

Section 6. Upon the complete termination of employment, employees shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be paid at the employee's BASE PAY RATE at the time of termination, and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

Section 7. Employees may use accumulated vacation leave ~~benefits~~ as an extension of sick leave, provided all sick leave ~~benefits~~ ~~have~~ has been exhausted. Vacation leave ~~benefits~~ utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

The County reserves the right to add, modify or withdraw proposals. Any tentative agreements are contingent on a total package agreement.

Section 8. At the discretion of the Department Director, employees hired after December 18, 2001, may receive vacation accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Department Director, additional vacation accrual may be granted for the purposes of retaining a valuable employee.

Section 9. Vacation Cash Out. Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of the County Administrator, cash-out, up to forty (40) hours of vacation. In order to convert such vacation to cash, the employee must, during Open Enrollment of the payroll year PRIOR to ~~conversion~~ the cash out, submit to the EMPLOYER on-line in writing, the specific number of vacation hours requested for ~~conversion-cash out~~. The EMPLOYER shall convert such vacation to cash in February of the payroll year at a designated time during the payroll year following receipt of the irrevocable election. At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account. [Removing specific timeframes from the contract language to be consistent with with IRS Regulations].

ARTICLE 11B – PAID TIME OFF (PTO)

Section 1a. Employees Hired On or After December 21, 2009 but before July 7, 2019:

Employees hired on or after December 21, 2009 but before July 7, 2019, may choose either paid time off (PTO) or the traditional Vacation/Sick Leave Programs described in Articles 11A and 12A of this AGREEMENT. This ~~one-time~~ choice shall be ~~irrevocable~~ and must initially be made during the first ~~full~~ two payroll periods of employment. Failure to make a definitive choice between paid time off (PTO) and Vacation/Sick Leave will result in the new employee receiving Vacation/Sick Leave Paid Time Off (PTO). The paid time off (PTO) program available to such employees shall be that described in Schedule 1, below:

Employees hired on or after December 21, 2009 but before July 7, 2019 who initially elected traditional Vacation/Sick Leave may, at any time choose to move from the traditional Vacation/ Sick Leave to paid time off (PTO) as described in Schedule 1 below. This one-time choice to move to PTO shall be irrevocable

Section 1b. Employees hired on or after 7/7/2019 will be automatically enrolled in paid time off (PTO) described in Schedule 1 below and are not eligible for traditional Vacation/ Sick Leave.

Paid Time Off (PTO) Schedule 1 – Employees hired on /after 12/21/09

<u>Total Number of Eligible Years Since Most Recent Date of Hire</u>	<u>Annual Paid Time Off (PTO) Accrual Rate</u>
More than zero (0) months but less than five (5) years	20 days
More than five (5) years but less than eight (8) years	23 days
More than eight (8) years but less than twelve (12) years	26 days
More than twelve (12) years but less than eighteen (18) years	28 days
Over eighteen (18) years	31 Days

Section 2. Employees Hired Prior to December 21, 2009.

Employees hired prior to December 21, 2009 may, at any time after December 21, 2009, choose to move from the traditional Vacation/Sick Leave programs as described in Articles 11A and 12A of this AGREEMENT, to paid time off (PTO). This one-time choice shall be irrevocable. The paid time off (PTO) program available to such employees shall be that described in Schedule 2, below:

Paid Time Off (PTO) Schedule 2 – Employees hired prior to 12/21/09

<u>Total Number of Eligible Years Since Most Recent Date of Hire</u>	<u>Annual PTO Accrual Rate</u>
More than zero (0) months but less than five (5) years	22 days
More than five (5) years but less than eight (8) years	25 days
More than eight (8) years but less than twelve (12) years	28 days

More than twelve (12) years but less than eighteen (18) years	30 days
Over eighteen (18) years	33 days

Section 3. Unused paid time off (PTO) hours, which have accrued to the credit of the employee, may be accumulated to a maximum of sixty (60) days (480 hours).

Section 4. For employees who choose paid time off (PTO), paid time off (PTO) and vacation hours shall be combined and referred to as paid time off (PTO). However, no employee may accrue more than 480 hours of paid time off (PTO). The EMPLOYER shall not be responsible for managing an employee's paid time off (PTO) balance so as to ensure no loss of benefit because the balance is at or near the 480 hour limit. Correspondingly, the EMPLOYER will not force an employee to take paid time off (PTO) for such purpose.

Section 5. Requests for paid time off (PTO) must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's written approval. The forty-eight (48) hour notice requirement may be waived in the event of illness, or if in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER shall respond in writing to 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 requested paid time off (PTO) period. Such EMPLOYER approval must be received by the employee in order for such Paid Time Off (PTO) vacation-request to be considered approved. Paid time off (PTO), once approved, shall not be cancelled by the EMPLOYER, except for unforeseen circumstances.

Section 6. When it is necessary for the EMPLOYER to disapprove paid time off (PTO) leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such ~~vacation leave~~ paid time off (PTO), the EMPLOYER shall consider seniority, job assignment and order of submission in granting such requests.

Section 7. Upon ~~complete~~ termination of employment, REGULAR EMPLOYEEs shall be eligible to receive their unused accumulated paid time off (PTO) ~~as a severance payment up to a maximum of four-hundred-eighty (480) hours.~~ Any paid time off (PTO) ~~severance~~ shall be paid at the employee's BASE PAY RATE at the time of termination and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay." [proposal to mirror language of Article 11 A, Section 6]

Section 8. At the discretion of the Department Director, employees hired after December 21, 2009, may receive paid time off (PTO) accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Department Director, additional paid time off (PTO) accrual may be granted for purposes of retaining a valuable employee.

Section 9. Trade Time for Fitness.
Employees may use paid time off (PTO) to pay for approved health and fitness activities to a maximum of \$2,000.00 per payroll year. Where applicable, this language shall be coordinated with Article 12B, Sick Leave, Section 6, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totalling more than \$2,000.00 per payroll year. [Try to mirror this language in all the other articles]

Section 10. Medical LEAVE OF ABSENCE without pay. An ~~disabled~~ employee who, because of illness or injury, has exhausted all ~~paid time off-sick leave~~ benefits may be granted a medical LEAVE OF ABSENCE without pay. The seniority status of an ~~disabled~~ employee who is granted a medical LEAVE OF ABSENCE shall be determined in accordance with the provisions of the article herein titled "Seniority." An employee requesting a medical LEAVE OF ABSENCE without pay shall be required to furnish conclusive evidence of disability to the EMPLOYER, specifically the Leave and Accomodation Management (LAM) Office. If the employee fails to furnish conclusive evidence that the absence from duty is necessary, or if the employee fails to undergo an evaluation or furnish a medical report as requested by the EMPLOYER in accordance with the article herein titled "Fitness for Duty", the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the article herein titled "Absence Without Leave."

- Section 11.** Employees who consistently fail to provide adequate notice prior to the use of paid time off (PTO), shall be subject to disciplinary action or shall be required to submit medical verification attesting to the necessity of the leave from a medical authority.
- Section 12.** ~~If an employee terminates employment in good standing by providing two (2) weeks written notice, such employee shall be paid for any unused paid time off (PTO) balances at the employees' base pay rate. If the employee fails to provide such required notice, the Employer shall exclude eighty (80) hours of paid time off (PTO) to which the employee may be otherwise entitled.~~
[This section is redundant with Section 7 above].
- Section 12** If an employee joins the bargaining unit having participated in the EMPLOYER's paid time off (PTO) Program, such employee shall retain paid time off (PTO) at their existing PTO schedule 1 or 2.
- Section 13** PTO Cash Out. Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of the County Administrator, cash-out up to forty (40) hours of Paid Time Off (PTO). In order to convert such PTO to cash, the employee must, during open enrollment of the payroll year PRIOR to conversion, submit to the EMPLOYER on-line in writing, the specific number of PTO hours requested for conversion. The EMPLOYER shall convert such PTO to cash in February of the payroll year at a designated time the following year following receipt of the irrevocable election. At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account. [Removing specific timeframes from the contract language to be consistent with with IRS Regulations].

ARTICLE 12A - SICK LEAVE (EMPLOYEES WHO DON'T PARTICIPATE IN PTO)

- Section 1.** Sick leave shall be earned by eligible employees who ~~choose not to participate~~ are not participating in paid time off (PTO) and shall be at the rate of .046154 hours for each hour of service except that newly hired, or REHIREd employees who have completed less than six (6) months of service, shall earn sick leave benefits at the rate of .030769 hours for each hour of service.
- Section 2.** Sick leave benefits shall only accrue when an eligible employee is on compensated REGULAR HOURS or, in accordance with state and federal laws, is on approved military leave.
- Section 3.** An eligible employee may accumulate seven hundred twenty (720) hours of sick leave. For every eight (8) hours of sick leave accumulated in excess of seven hundred twenty (720) hours, the employee will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.
- Section 4.** Upon ~~complete termination~~ separation of employment in good standing of any REGULAR EMPLOYEE, such employee shall be paid for his/her accumulated unused sick leave at the employee's BASE PAY RATE subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."
- Section 5.** An employee may utilize his/her allowance of sick leave ~~on the basis of application therefor~~ if approved by the EMPLOYER for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence is necessary subject to certification by medical authority.

The term "immediate family" is limited to child, stepchild, adopted child, foster child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, stepparent, grandparent and an adult person regularly residing in the employee's immediate household. [Additional language added to comply with M.S. 181.9413]

~~The amount of sick leave that can be used to care for an employee's adult child, spouse, sibling, parent, stepparent, grandparent or adult person regularly residing in the employee's immediate household may not exceed 160 hours in the aggregate in any 12-month period. [While Minnesota Statute 181.9413 allows an Employer to limit the number of hours used for a sick family member, the County's practice has not been to impose this limit, but rather expects supervisors to approve sick leave under the terms of the agreement and to handle suspected sick leave abuse as described below].~~

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 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.

Section 6. Sick leave benefits when authorized shall be paid at the employee's current BASE PAY RATE.

Section 7. To be eligible for sick leave payment, an employee must notify his/her supervisor or his/her designee as soon as possible but not later than the starting time of his/her scheduled shift. This notice may be waived if the employee can conclusively establish that he/she could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 8. Medical LEAVE OF ABSENCE. ~~An disabled~~ employee who, because of illness or injury, has exhausted all sick leave ~~benefits~~ may be granted a medical LEAVE OF ABSENCE without pay. The seniority status of an ~~disabled~~ employee who is granted a medical LEAVE OF ABSENCE shall be determined in accordance with the provisions of the Article herein titled "Seniority." An employee requesting a medical LEAVE OF ABSENCE without pay shall be required to furnish conclusive evidence of disability to the EMPLOYER, specifically the Leave and Accomodation Management (LAM) Office. If the employee fails to furnish conclusive evidence that the absence from duty is necessary, or if the employee fails to undergo an evaluation or furnish a medical report as requested by the EMPLOYER in accordance with the Article herein titled "Fitness for Duty," the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the Article herein titled "Absence Without Leave."

Section 9. All sick leave that has been accumulated by an employee (and not paid out as severance) shall be cancelled upon the date of separation from the County service.

Section 10. Trade Time for Fitness. Employees may utilize sick leave to pay for approved health and fitness activities, to a maximum of \$2,000.00 per payroll year. Where applicable, this language shall be coordinated with Article 11B, Section 9, Paid Time Off, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totalling more than \$2,000.00 per payroll year. [match this to PTO language]

Section 11. When an employee leaves employment with the county and later returns to a ~~regular~~any position, sick leave hours will not be restored. [match this language with other articles]

ARTICLE 12B – SICK LEAVE (EMPLOYEES WHO CONVERTED TO PTO)

Section 1. For employees who ~~choose~~participate in paid time off (PTO), sick leave balances, if any, will be frozen. No additional sick leave will accrue.

Section 2. ~~An employee's frozen sick leave balance, if any, may be accessed for any approved absence from work.~~ Use of frozen sick leave shall be limited to inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by a medical authority. [Deleting first sentence because it contradicts with the second sentence].

The County reserves the right to add, modify or withdraw proposals. Any tentative agreements are contingent on a total package agreement.

- Section 3.** Upon ~~complete termination~~ separation of employment in good standing of any REGULAR EMPLOYEE, such employee shall be paid for his/her frozen sick leave balance at the employee's BASE PAY RATE subject to the limitations on severance payment stated in the article herein titled "Severance Pay".
- Section 4.** Frozen sick leave ~~benefits~~, when authorized, shall be paid at the employee's current BASE PAY RATE.
- Section 5.** Employees who ~~elect to~~ participate in the EMPLOYER's paid time off (PTO) Program, shall not accrue sick leave, but rather shall accrue paid time off (PTO) consistent with Article 11B, Paid Time Off (PTO.)
- Section 6.** Trade time for Fitness. Employees may utilize their frozen sick leave to pay for approved Health and fitness activities to a maximum of \$2,000.00 per year. Where applicable, this language shall be coordinated with Article 11B, Section 9, Paid Time Off, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totalling more than \$2,000.00 per payroll year. [match other articles]