

## **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 ~~s~~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.

### U.3

#### Article 9 – Work Schedules/Premium Pay

##### Section 14.

##### Foreign/ Sign Language Stipends

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-Lingual 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 ~~differential~~ stipend of ~~\$47.50~~ \$100.00 per payroll period. This differential stipend shall be prorated on the basis of scheduled hours including compensated leaves.
- B. Occasional Bilingual Pay. Employees who provide foreign or sign language skills on an occasional or irregular basis at the request of the EMPLOYER shall receive ~~\$9.50~~ \$20.00 in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed ~~\$47.50~~ \$100.00 for any one payroll period.

Use of foreign language skills includes both interpreting spoken language, and translation from or to written communication. The EMPLOYER shall make reasonable adjustments to the workloads of EMPLOYEES who are assigned interpreting and/or translating duties.

### U.4

#### Article 9 – Work Schedules/Premium Pay

##### [New section] Training Differential

EMPLOYEES who are required by the EMPLOYER to train EMPLOYEES or others designated by the EMPLOYER will receive an additional \$1.60 per hour for all hours assigned, provided the training occurs for a period of at least one (1) hour. The EMPLOYER shall make reasonable adjustments to the workloads of EMPLOYEES who are assigned training duties, and time spent training will be excluded from the EMPLOYEE's statistics.

## U.5

### Article 9 – Work Schedules/Premium Pay

#### Section 11.

When an employee is expressly assigned to perform the duties of a position allocated to a different classification that is temporarily unoccupied, ~~and such assignment is for forty (40) or more continuous REGULAR HOURS,~~ the employee shall be paid for all such hours at the employee's current salary rate when assigned to work in a lower or equal class or at a rate 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

**U.9**

**Section 2.**

Employees who are assigned to work on a designated holiday ~~with the exception of Christmas-Eve Day~~ shall receive compensation of two and one-half (2 ½) times their base pay rate for hours worked on the holiday. ~~Employees who are assigned to work the Christmas-Eve holiday shall receive compensation of two (two) times their base pay rate for hours worked on that holiday.~~

**[Section number varies by contract]**

Employees may observe a religious holiday on days which do not fall on ~~Sunday~~ or a legal holiday. Observance of such religious holiday shall be charged against accumulated vacation, compensatory leave or taken as leave without pay. The EMPLOYER may arrange to have the employee work another day an equivalent number of hours ~~to the hours taken for the holiday if arrangements can be made for the employee to work on~~ another day. The employee must notify the EMPLOYER at least ten days in advance of the religious holiday of his/her intent to observe such holiday. The EMPLOYER may waive this ten-day requirement if the EMPLOYER determines the absence of such employee will not substantially interfere with the department's function.

**U.10**

**Article 13 - Leaves of Absence**

**[New Section] Paid Parental Leave**

Employees shall receive up to six (6) weeks of paid parental leave following the birth or adoption of a child.

**U.11****Article 11 - Vacations****Section 2.**

Full time employees 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</u>
<u>Rate</u>	
Less than six (6) months	<del>64</del> <u>67</u> hours
More than six (6) months but less than five (5) years	<del>96</del> <u>100</u> hours
More than five (5) years but less than eight (8) years	<del>120</del> <u>126</u> hours
More than eight (8) years but less than twelve (12) years	<del>144</del> <u>151</u> hours
More than twelve (12) years but less than eighteen (18) years	<del>160</del> <u>168</u> hours
Over eighteen (18) years	<del>184</del> <u>193</u> hours

**U.12****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

#### [New section]

EMPLOYEES required by the EMPLOYER to achieve and/or maintain licensing and/or certification to perform the duties of their position shall be compensated for the cost of the initial examination and subsequent Continuing Education Units/renewal, as necessary to retain licensure.

#### [New section]

Representatives of the UNION and the EMPLOYER shall meet and confer to establish a program to provide training and accreditation opportunities to EMPLOYEES with the intention of developing a training and accreditation system through identifying client needs, surveying best practices, and implementing a measurable program. The EMPLOYER shall designate \$.15 per member hour worked toward a Training Fund.

## U.16

### [New Article] - Traumatic Incident Leave

The EMPLOYER shall approve and administer leave with pay in cases where and EMPLOYEE has been subjected to or witness to a traumatic incident in the course of their work.

Traumatic events include the death or serious injury of a coworker or patron/client in the presence of the EMPLOYEE, physical violence directed against the EMPLOYEE or other party in the workplace, discovery of a seriously injured or deceased person, involvement in any physical altercation, or other traumatic experience. Leave shall be limited to the period directly following the incident for a maximum of three regular shifts per occurrence, not to exceed twelve (12) shifts in any calendar year. This leave shall not apply to incidents occurring within the normal course of the EMPLOYEE's duties.

## **U.17**

### **Article 9 – Work Schedules and Premium Pay**

#### **Section 3.A**

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

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

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

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

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

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

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

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

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

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

## **U.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**

**Article 40 - Health and Safety**

**[New section] Protection Against Sexual Harassment in the Workplace**

Sexual harassment can involve unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature. It can involve conduct by a person of any gender identity toward a person of the same or different gender identity.

Other forms of harassment include demeaning remarks, jokes, innuendos about an employee, client, or volunteer; or remarks about an identity group.

Power dynamics are inherent within workplaces. It is necessary to recognize that harassment can originate specifically, but not only, from people with more actual or perceived power in the organization and be directed at those with less.

Harassment may occur in the absence of malicious intent; however, the impacts on the person reporting the harassment must be addressed, regardless of intent.



Harassment is not: Consensual banter or romantic peer relationships in which the involved parties (including the audience) consent to the interaction. Appropriate performance reviews, constructive feedback, and critique, coaching/ counseling, or discipline by a supervisor or manager are not harassment.

Unacceptable behavior includes, but is not limited to, the following:

- Harassing speech or actions, including cyber-harassment, in the workplace or by any participant at a Hennepin County activity, event, or meeting, including all related activities or one-on-one communications
- Harmful verbal or written comments or visual images
- Inappropriate use of nudity and/or sexual images in work or public spaces
- Intimidation, bullying or stalking
- Harassing photography or recording
- Uninvited sexual attention or conduct
- Physical assault (including uninvited touching or groping)
- Real or implied threat of physical harm

If someone is subject to what they consider unacceptable behavior, or witness such behavior, a member of the Hennepin County management team or Human Resources staff person should be notified immediately.

Hennepin County takes these complaints seriously, and may take action appropriate upon assessing the situation. Possible responses may include forms of discipline up to termination. If needed or requested, Hennepin County will help complainants contact security or local law enforcement, provide escorts, or otherwise assist complainants experiencing unacceptable behavior to feel safe in the workplace.

All complaints brought to Hennepin County will be treated confidentially to the extent possible to adequately assess the situation. Hennepin County will take appropriate steps to ensure that the complainant is no longer subject to unacceptable behavior.

Significant personal harm and damage to reputation can come to a party through inappropriate breached in confidentiality, including harm created by innuendo and gossip. Trust in confidentiality also encourages people to come forward with their complaint. At the same time, those involved in a complaint have a right to be given enough information 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 reprimand/coaching. EMPLOYEES shall be allowed in writing to rebut oral reprimands/coaching, and the rebuttal shall be attached to the oral reprimands/coaching in the Supervisor file.

## U.25

### Article 27 Work Rules

#### **[New Section]**

The EMPLOYER and the Union share the mission to provide compassionate, quality service to the community and the individuals we serve. The EMPLOYER and the Union also share the mission to strive for a workforce that includes EMPLOYEES who reflect the communities we serve. Given that our workforce is susceptible to many of the same challenges and crises as the individuals we serve, we strive for compassion and flexibility toward Hennepin County EMPLOYEES as well. Flexibility for time off requests and work arrival time not covered by FMLA shall be promoted for childcare crisis, nursing mothers, transportation crises, domestic/family crises, and health/healthcare crises. Exploration of the challenges and barriers that EMPLOYEES face, consideration of the provision of resources, and compassionate coaching for recurring obstacles shall be the promoted and principled practice to ensure access to success for EMPLOYEES.

## U.26

#### **[New Section]**

Onboarding, the training of new EMPLOYEES hired to a team or environment, shall be designed to ensure the success of EMPLOYEES through provision of the following:

1. Workload expectations that foster Onboarding participants to comprehend and retain concepts.
2. Establish a standardized training module to provide consistency among trainers, mentors, and supervisors.
3. Develop meaningful training that instructs and demonstrates how to accurately process cases based on real-life circumstances presented at the regional level.
4. Allow Union orientation by Union representatives after three (3) months in probationary period to foster an understanding of working in an organized job class.
5. New EMPLOYEES will be encouraged to have Union representation during a disciplinary hearing.
6. Dignified, respectful, and supportive culture at all times for new employees.
7. If assignments necessitate overtime work to understand or complete the work, EMPLOYEES will be approved for overtime.

## 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**

**Section 1D**

An employee appointed to a *regular* position in the same job class and department as he/she was employed as a limited duration employee ~~(except for an employee whose work schedule is intermittent, non-continuous or irregular in nature)~~ shall have seniority for purposes of layoff and recall from the employee's most recent date of hire as a limited duration employee, provided such limited duration and *regular* appointments are contiguous and sequential.

**Section 3B**

Employees and the UNION shall ~~be obligated to~~ notify the EMPLOYER ~~by certified mail in~~ writing of any error in the seniority list within ~~thirty (30)~~ sixty (60) days of the date the seniority list is furnished to the UNION's designated representative. Within thirty (30) days of notification of errors, the EMPLOYER shall correct errors in the seniority list and furnish the corrected list to the UNION's designated representative. If no error is reported within thirty (30) days after the date the seniority list is furnished or within thirty (30) days after the date a correction in such list is furnished to the UNION's designated representative, the list will stand correct as posted.

**U.30**

~~Section 7. The UNION will reimburse the EMPLOYER the expense of furnishing seniority lists required by this AGREEMENT in an amount equal to \$25.00 per list or \$.05 per employee on each list, whichever is greater, up to a maximum of \$50.00. When more than one copy of the list is requested or required by this AGREEMENT, the UNION shall reimburse the EMPLOYER for such copies at the rate \$.20 per page~~