

**AFSCME Local 34 – Social Services Unit May 7, 2018 Supplemental Proposals**

**STS Crew Leaders**

- Career path
- Wage adjustment
- Retention concerns

**Adult Protection Social Workers**

- Wage adjustment

**Social Workers**

- Wage adjustment
- MSW Program

**Case Management Assistants**

- Career path
- Wage adjustment

**Senior and Principal Child Support Officers**

- Wage adjustment

**Medical Services Coordinators**

- Career path
- Wage adjustment

**Veterans Services Market adjustment**

- Wage adjustment

**Financial Case Aides Market Adjustment**

- Wage adjustment

**Community Health Specialists**

- Career path
- Licensing reimbursement
- Scheduling

The Union reserves the right to add, drop, or modify these proposals.

## **AFSCME Local 552 Supplemental Proposals May 7, 2018**

### **Union 1. Article 4, Union Security**

**Section 3A.** There shall be not more than ~~ten (10)~~ fourteen (14) Probation/Parole Officer stewards, subject to alteration upon mutual agreement between the UNION and the EMPLOYER.

### **Union 2. Article 9, Work Schedules and Premium Pay**

**Section 13.** Employees expressly assigned to a position in the "Intensive Supervised Release" (ISR) and Electronic Home Monitoring(EHM) program and Extended Juvenile Jurisdiction(EJJ) shall be paid an additional \$120.00 per pay period.

**Proposed New Section.** Community Corrections Specialists specifically assigned by the EMPLOYER to serve as Field Training Officer (FTO), as defined by the EMPLOYER, shall receive an additional \$1.50 per hour for all such training provided the assignment is for a period of at least two (2) hours.

**Proposed New Section.** Mandatory training hours for Probation Officers shall be capped each year

### **Union 3. Article 11B, Paid Time Off (PTO)**

**Proposed New Section.** The EMPLOYER shall make reasonable adjustments to the workloads of employees while employees are utilizing an approved leave of absence.

### **Union 4. Article 40, Right of Contracting Services**

**Section 2.** In the event that the work regularly performed by a bargaining unit employee is transferred to a vendor pursuant to a purchase of service contract, such employee(s) shall not suffer loss of employment or reduction in salary as a result of such contract. ~~The provisions of this section shall expire as of December 31, 2018.~~

### **Union 7. Proposed new article**

The terms of Minneapolis Area Anti-Violence Initiative(MAVI) agents shall be set forth in this AGREEMENT. Term limits, application, and removal processes for agents shall be defined.

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## **AFSCME Local 1719 May 7, 2018 Supplemental Proposals**

### **Union 1. Article 9 Work Schedules and Premium Pay**

**Section 11.** In ~~2016~~ 2019, a shift differential of ~~\$0.95~~ \$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 3:00 pm and 6:00am. Such shift differential shall be paid in addition to overtime premium for which the employee qualifies. In ~~2017~~ 2020, the shift differential will be ~~\$1.00~~ \$1.20 per hour. In 2021, the shift differential will be \$1.30 per hour.

**Section 15.** In ~~2016~~ 2019, a weekend differential of ~~\$0.90~~ \$1.10 per hour shall be paid to all employees required to work on any shift(s) that start on either Saturday or Sunday. Such weekend differential shall be paid in addition to other forms of premium compensation for which the employee qualifies. In ~~2017~~ 2020, the shift differential will be paid ~~\$1.00~~ \$1.20 per hour. In 2021, the shift differential will be \$1.30 per hour.

### **Union 2. Article 7 Grievance Procedure**

#### **Section 3. 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.
- B. The supervisor shall give his/her oral or written answer within fourteen (14) calendar days after such presentation to the employee and his/her steward.

#### **~~Step 2: MANAGER-~~**

~~If the grievance is not satisfactorily resolved in Step 1 and the UNION wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the Division Manager or his/her designated representative within fourteen (14) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1 B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, and the relief requested. The Division Manager and/or his/her designated representative shall discuss the grievance with the UNION within fourteen (14) calendar days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the Division Manager or his/her designated representative and the union representative. If no settlement is reached, the Division Manager or his/her designated representative shall give written answer to the union representative within fourteen (14) calendar days following their meeting.~~

#### **Step ~~3~~ 2 : FORMAL -**

If the grievance is not satisfactorily resolved in Step ~~2~~ 1 and the UNION wishes to appeal the grievance to Step ~~3~~ 2 of the grievance procedure, it shall be referred, in writing, to the Department Head or his/her designated representative and to the Labor Relations Director or

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## **AFSCME Local 2822 May 7, 2018 Supplemental Proposals**

### **Union 1. Article 12A- Sick Leave**

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

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

### **Union 2. Article 21- Insurance**

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

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

### **Union 3. Article 25- Part Time and Limited Duration Employees**

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

### **Section 2.**

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shifts are conditions of employment, a summary of the duties and essential qualifications for the job. In addition, the appropriate supervisor(s) shall notify bargaining unit employees in the department in writing on the first day of posting. Disputes regarding supervisory notification may be grieved.

## **Section 2. Application**

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

## **Section 3. Selection of Candidate**

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

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

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

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

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

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

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

## **Section 4. Promotion**

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

### **Section 3. Union Activity**

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

### **Section 4. Nepotism**

Relatives may work for the EMPLOYER provided there is no immediate supervisory relationship or substantive administrative relationship. Relatives include: 1) by blood or adoptive relationship: parents, grandparents, children, grandchildren, brothers, sisters, cousins, aunts, uncles, etc ; or 2) by marriage relationship: spouses, brothers- or sisters- in-law, sons- or daughters- in-law, stepparents, stepchildren. Any employee who has passed an initial probationary period and who is required to resign from a position in order to comply with this section shall have rights to the layoff list as through the employee has been laid off. Any employee still serving a probationary period shall be discharged from the position if necessary to comply within this section. Issues of nepotism may be grieved.

### **Union 7. Article 41- Health and Safety**

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

### **Union 8. Proposed New Article: Classification and Reclassification**

**Section 1.** Classification of Positions: The Employer shall classify and/or reclassify all positions in the bargaining unit according to the nature and difficulty of duties assigned to and performed

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process for the appeal of classification and reclassification actions. A classification appeal hearing date will be agreed upon no later than sixty (60) calendar days from the date the appeal was received. A neutral party mutually agreed to by the Union and the Employer will hear the classification appeal. If the scores of the administration and the employee do not agree after information from the interview has been evaluated, both scorings shall be presented to the neutral party. The neutral party will issue a decision no later than thirty (30) calendar days after the conclusion of the hearing. The decision of the neutral party is final.

**Section 5. Reclassification Effective Date:** The reclassification of any position shall normally be made effective on the first day of the payroll period after receipt of a properly completed PDQ by the appropriate Human Resources Department, or in cases where the form has been delayed in coming to the appropriate Human Resources Department, on the first day of the payroll period following the sixteenth work day after submission of the completed form by the employee to the supervisor. Reclassifications resulting in a demotion and a reduction in salary will be made effective on the first day of the payroll period following notification of the decision by the appropriate Human Resources Department to both the employee and the Union. Departments must comply with the appropriate Human Resources Manager's decision or the decision of an appeal, within twenty (20) work days after receipt of the written notice of the decision.

#### **Union 9. Proposed New Article: Problem Solving to Settle Disputes**

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

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

#### **Union 10. Proposed New Article: Educational and Career Opportunities**

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

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## **AFSCME Local 2864 May 7, 2018 Supplemental Proposals**

### **Union 1. Article 3, Definitions**

**Definition P.3** 3. The first ~~twelve (12)~~ six (6) calendar months of service of newly hired or rehired employees in the classification of Medical Examiner Investigator who receive appointment by other than internal promotion or transfer, and the first six (6) calendar months of service following a promotional appointment or transfer.

### **Union 2. Article 9, Work Schedules and Premium Pay**

**Proposed New Section** Employer to provide yearly maintenance fee of \$50.00 for the required American Board of Medicolegal Death Investigators licensing

**Proposed New Section** The EMPLOYER shall provide for the equitable selection of employees to attend Coroner's Association Conference, adjustment of schedule for approved conference attendance, and payment for attendance at work function(s).

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**AFSCME Local 2938- Legal Unit May 7, 2018 Supplemental Proposals**

**Union 1. Article 9- Work Schedules and Premium Pay**

**Proposed New Section.** The EMPLOYER will provide a \$65.00 monthly stipend toward a cell phone to be used for work purposes to those in the Legal Services Specialist classification.

**Union 2. Article 40- Salary Rates**

**Proposed New Section.** If those employees in the Essential County Attorney Unit are to receive a higher wage increase than that of the employees within the Legal Unit, wage adjustments will be made to achieve equity between the bargaining units.