

**HENNEPIN COUNTY**  
MINNESOTA

**Agreement Number: A199558**

**Memorandum of**

**Agreement Between**

**HENNEPIN COUNTY**

**and the**

**HENNEPIN COUNTY PROFESSIONAL SOCIAL WORK SUPERVISORY EMPLOYEES  
INDEPENDENT ORGANIZATION**

**January 1, 2019 - December 31, 2021**

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## ARTICLE 1 – PURPOSE OF AGREEMENT

- Section 1.** This memorandum of agreement, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and Hennepin County Professional Social Work Supervisory Employees Independent Organization, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:
- A. Express in written form the complete AGREEMENT between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
  - B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the provisions expressly set forth in this AGREEMENT; and
  - C. Improve and promote greater individual productivity and quality of services; and
  - D. Ensure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

## ARTICLE 2 – RECOGNITION

- Section 1.** The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes Section 179A.03, subd. 8, for a unit of all employees of Hennepin County employed as supervisors in the social service classifications of Social Work Unit Supervisor, whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than 67 work days per year, excluding confidential employees, and all other supervisory and non-supervisory employees.
- Section 2.** The UNION recognizes the Labor Relations Representative designated by the EMPLOYER as the exclusive representative of the EMPLOYER and will meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER will be binding upon the EMPLOYER unless the signature of the EMPLOYER's designated Labor Relations Representative is affixed thereon.
- Section 3.** The parties to this AGREEMENT recognize that it is the paramount obligation of employees (supervisors) covered by this AGREEMENT to supervise the human, physical, monetary and other resources under their authority fully in the EMPLOYER's interest. All provisions of this AGREEMENT will be construed to be consistent with such obligation and conduct of the EMPLOYER's business in the most efficient and effective manner. As agents and representatives of the EMPLOYER, supervisors will conduct their individual and collective actions in a manner which precludes any potential for conflict of interest or prohibited practices as set forth in Minnesota Statute 179A.13, subd. 1. Violation of any provision of this section will constitute cause for discipline.
- Section 4.** The EMPLOYER, in accordance with the provisions of Minnesota Statute 179A.07, subd. 2 and 4, agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflicts with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

## ARTICLE 3 – DEFINITIONS

- Section 1.** The following terms used in this AGREEMENT are defined as follows:
- A. **BASE PAY RATE:** The employee's basic hourly or monthly pay rate exclusive of stability or any other special allowances.
  - B. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
  - C. **CURRENT:** Will mean the present time period such as hour, day, month or year.
  - D. **DAYS:** Unless otherwise indicated, means working days (Monday through Friday exclusive of holidays).
  - E. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and lower compensation.
  - F. **DEPARTMENT:** An organizational unit of Hennepin County government.
  - G. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Recognition Article.
  - H. **EMPLOYER:** County of Hennepin and its designated representatives.

- I. **FULL MONTH OF SERVICE:** An average of 173.33 compensated hours.
- J. **FULL TIME:** A work schedule equivalent to an average of two thousand eighty (2,080) regular hours per year.
- K. **LAYOFF:** Separation from service with the EMPLOYER necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations. When such separation is due to emergency circumstances, only a separation in excess of fifteen (15) calendar days will be considered a layoff.
- L. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
- M. **REGULAR EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Recognition Article who has completed the required probationary period for newly employed or rehired employees.
- N. **PROBATIONARY PERIOD:** The first six (6) months of service of newly hired or rehired employees and the first six months following a promotional appointment or transfer to a new classification. The probationary period for a rehired employee may be modified or waived at the discretion of the EMPLOYER, provided such modification or waiver is stated in writing.
- O. **PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- P. **REGULAR HOURS:** Time on compensated payroll status exclusive of any form of premium pay or allowances.
- Q. **REHIRE:** Rehire of a former regular or probationary employee in a work classification to which he/she was assigned prior to termination. Recall from layoff is not considered rehire.
- R. **TERMINATION IN GOOD STANDING:** Any termination other than dismissal for just cause and for which the terminating employee has given a four calendar week written notice of such termination in advance of leaving as required by the EMPLOYER.
- S. **UNION:** Hennepin County Professional Social Work Supervisory Employees Independent Organization.
- T. **UNION MEMBER:** A member of Hennepin County Professional Social Work Supervisory Employees Independent Organization.

## ARTICLE 4 – UNION SECURITY

**Section 1.** In recognition of the UNION as the exclusive representative:

- A. The EMPLOYER will once each month deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION;
- B. The EMPLOYER will remit such deductions monthly to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made; and
- C. The UNION will certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld and fair share fee assessments authorized by law.
- D. The EMPLOYER will cancel such voluntary deductions upon written request by the employee.
- E. The EMPLOYER will once each calendar year, make available to the UNION a report listing all employees covered by the bargaining unit. The EMPLOYER will provide to the UNION the add/drop report each pay period and the quarterly report electronically at no charge to the UNION (monthly data is available on the quarterly reports). The EMPLOYER will charge the UNION \$25.00 for production of a report request that varies from this schedule.

**Section 2.** The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken by the EMPLOYER under provisions of Section 1 of this Article, including the deduction and remittance of any fair share fees.

**Section 3.** Within ten (10) days of the execution date of this AGREEMENT, and upon the occurrence of any changes thereafter, the UNION will certify to the EMPLOYER, in writing, a current list of its representatives (officers and stewards).

- A. The EMPLOYER agrees to recognize representatives certified by the UNION for the purpose of investigating and presenting grievances to the EMPLOYER subject to the following stipulations:
  - 1. An employee representative may, with concurrence of his/her EMPLOYER, interrupt work on compensated time but only for the purpose of investigating and presenting grievance to the EMPLOYER.

2. There will be no more than one (1) employee representative authorized to investigate or present any one grievance matter to the EMPLOYER.
- B. Non-employee representatives of the UNION, previously certified to the EMPLOYER as provided herein, may, with approval of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances.
- C. The UNION agrees there will be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other Union activities on the EMPLOYER's time.
- D. 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, social affairs and related items. The Union will exercise appropriate discretion to ensure that items of a controversial or derogatory nature are not posted.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

**Section 1.** The UNION recognizes the right of the EMPLOYER to operate and manage its affairs in all respects in accordance with applicable laws and regulations of appropriate authorities. All rights and authority which the EMPLOYER has not officially abridged, delegated or modified by this AGREEMENT are retained by the EMPLOYER.

## **ARTICLE 6 – SENIORITY**

**Section 1.** Seniority is an employee's length of service for the EMPLOYER from the most recent date of employment.

- A. Seniority is not interrupted during the period an employee is on approved leave, including leave for UNION business or layoff, if the employee returns to active work status having complied with all the terms and conditions of this AGREEMENT and the conditions the EMPLOYER established in approving the leave.
- B. Seniority in work classes covered by this AGREEMENT will be retained and continue to accrue during the probationary period if an employee leaves the bargaining unit for another position with the EMPLOYER because of promotion, demotion or transfer.
- C. An employee appointed to a regular position in the same job class and department as he/she was employed as a limited duration with benefits employee will have seniority for purposes of layoff and recall from the employee's most recent date of hire as a limited duration with benefits employee, provided the limited duration with benefits and regular appointments are contiguous and sequential.

**Section 2.** Upon request of the UNION, but not more than once each calendar year, the EMPLOYER will establish a seniority list for each work classification covered by this AGREEMENT to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining unit. A copy of such seniority list will be furnished to the UNION. Any employee or the UNION will be obligated to notify the EMPLOYER of any error in the seniority list within thirty (30) days of its receipt by the UNION. If no error is reported within this thirty (30) day period, the list will stand correct as furnished by the EMPLOYER.

**Section 3.** Except in those instances where senior employees are not qualified to perform remaining work duties, seniority will determine the order of:

- A. A layoff which will then be in inverse order of seniority within each work classification and department, provided that any employee who is to be laid off and has previously served in a lower work classification covered by this AGREEMENT may request to exercise seniority rights in such lower classification or its designated equivalent.
- B. Recall from layoff which will be in order of seniority within each work classification and department, provided that if an employee does not return to work upon recall as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and EMPLOYER, he/she will automatically have terminated his/her employment.
- C. If a senior employee requests exercise of seniority rights over less senior employee for purposes of layoff or recall from layoff, the senior employee, as a condition of the EMPLOYER granting such a request, must accept the work schedule (days of week, work shift, and number of hours per shift) of less senior employee.
- D. Employees who terminate their employment with the EMPLOYER will not have any seniority rights under this AGREEMENT.
- E. Employees on layoff status will retain seniority rights under this AGREEMENT for a period not to exceed three (3) years.

**Section 4.** The EMPLOYER will issue notice of layoff or recall from layoff to affected regular employees at their last known address as shown by the EMPLOYER's records at least ten (10) days in advance of the effective date of the layoff or recall from layoff.

## **ARTICLE 7 – GRIEVANCE PROCEDURE**

**Section 1.** A grievance will be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.

**Section 2.** It is specifically understood that any matters governed by statutory provisions, County Human Resource Rules or departmental personnel rules, except as expressly provided for in this AGREEMENT, will not be considered grievances under this AGREEMENT. In the event that more than one procedure (i.e., AGREEMENT grievance procedure or appeal under Human Resources Rules) is by law available for resolution of a dispute arising from any provision(s) covered by this AGREEMENT, the aggrieved employee(s) will be limited to one procedure through which remedy may be sought. The aggrieved employee(s) will indicate, in writing, which procedure is to be utilized and will sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure(s).

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363A.01 - .41, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

**Section 3. GRIEVANCE PROCEDURE:** Grievances, as herein defined, will be processed in the following manner:

**Step 1. INFORMAL** - A regular employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT will:

- A. Within twenty (20) working days after the first occurrence of the event giving rise to the grievance, present such grievance in writing to his/her supervisor who is designated for this purpose by the EMPLOYER.
- B. The supervisor will give his/her oral or written answer within five (5) working days after such presentation; and
- C. Thereafter the parties will have five (5) working days to attempt to resolve the grievance by mutual agreement.
- D. If the grievance is not resolved, the supervisor will be given an additional five (5) working days to give a final written answer.

**Step 2. FORMAL** - If the grievance is not satisfactorily resolved in Step 1 and the regular employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it will be referred, in writing, to the department head or his/her designated representative within ten (10) working days after the designated supervisor's answer as provided for in Section 3, Step 1-D. The grievance appeal will be initiated by means of a written grievance to be signed by the employee and the UNION representative. The written grievance will set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The department head or his/her designated representative will discuss the grievance with the employee within ten (10) working 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 will be reduced to writing and signed by the department head or his/her designated representative, the employee, and the UNION representative. If no settlement is reached, the department head or his/her designated representative will give written answer to the employee and the UNION representative within fifteen (15) working days following their meeting.

**Step 3. MEDIATION** – If the grievance is not settled in accordance with the procedure set forth in Step 1 or Step 2, it may be submitted to mediation provided that the UNION and the Labor Relations Director or his/her designee, by mutual agreement, jointly petition the Minnesota Bureau of Mediation Services, hereinafter BMS, for assistance in resolving the grievance within ten (10) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. The parties will have thirty (30) calendar days in which to resolve the grievance through mediation.

**Step 4. ARBITRATION** - If the grievance is not settled in accordance with the foregoing procedure, the regular employee and UNION may refer the grievance to arbitration within twenty (20) working days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2, in accordance with the provisions of the Public Employment Labor Relations Act of 1971. The parties will mutually agree upon an arbitrator. If the parties are unable to agree, the selection of an arbitrator will be made in accordance with the Rules and Regulations in the Minnesota BMS from a list to be supplied by the Minnesota BMS. The arbitrator will hear the grievance at a scheduled meeting subject to the availability of the

EMPLOYER and the UNION representatives. The arbitrator will notify the employee, the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings will be borne equally by the EMPLOYER and the UNION, provided that each party will be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses will not be compensated at a rate in excess of their base pay rate. If either party desires verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost will be shared equally. The arbitrator will not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator will consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the employee-UNION, and will have no authority to make a decision on any other issue(s) not so submitted. The arbitrator will be without power to make decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The decision will be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT the arbitrator will refer the grievance back to the parties without decision or recommendation. The parties may, by mutual written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

- Section 4.** If a grievance is not presented within the time limits set forth above, it will be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it will 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 regular employee and the UNION may elect to treat the grievance as denied at that step and 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 the UNION representatives involved in each step. The term "working days" as used in this Article, will mean the days Monday through Friday inclusive (exclusive of holidays).
- Section 5.** Except as provided in Section 2 of this Article, the grievance procedure contained in this AGREEMENT is the sole and exclusive means of resolving all grievances arising under this AGREEMENT.
- Section 6.** An employee presenting a grievance may elect to be represented by the UNION.

## **ARTICLE 8 – NO STRIKE-NO LOCKOUT**

- Section 1.** In recognition of the provisions included in this AGREEMENT for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provisions of this Article may be cause for disciplinary action including discharge.
- Section 2.** No lockout will be instituted by the EMPLOYER during the life of this AGREEMENT provided Section 1 of this Article is not violated by employees or the UNION.
- Section 3.** The parties agree that they will meet and confer to discuss contingency planning as soon as possible after either party becomes aware of strike planning by employees in other unions working in areas supervised by Social Work Unit Supervisors.

## **ARTICLE 9 – WORK SCHEDULES/PREMIUM PAY**

- Section 1.** This Article is intended to only define the normal hours of work.
- Section 2.** A payroll period will be an averaged eighty (80) hours.
- Section 3.** Work shifts, work breaks, staffing schedules and the assignment of employees thereto, will be established by the EMPLOYER. The EMPLOYER may establish flexible work schedules consistent with specific job requirements.

When it is necessary for the EMPLOYER to assign employees to a new and/or different work assignment and/or schedule, the EMPLOYER will first solicit employee volunteers by seniority. The EMPLOYER retains full discretion to determine whether or not to assign any employee who volunteers for a new and/or different work assignment and/or schedule. If no employee volunteers for assignment to the new and/or different work assignment and/or schedule, or if the EMPLOYER chooses not to accept any of the volunteers, the EMPLOYER maintains full discretion to select and assign employees to the new and/or different work assignment and/or schedule. The EMPLOYER will provide any employee assigned to a new and/or different work assignment and/or schedule with two (2) weeks advance notice when practicable.

**Section 4.** Employees are exempt from overtime compensation. However, an employee may accrue compensatory time off for hours worked in excess of eighty (80) hours in a payroll period if the work schedule is modified by an immediate supervisor in response to operational needs or if the supervisor grants an employee request to work hours in excess of eighty (80) hours in a payroll period.

- A. Compensatory time off will accrue at the rate of one hour of compensatory time off for each additional hour worked over eighty (80) hours in a payroll period.
- B. Accrued compensatory time off may not exceed a maximum of sixty (60) hours and may not be carried into the next calendar year.
- C. Compensatory time off cannot be earned or used without prior supervisory approval.
- D. Any compensatory time off hours remaining will be paid out in cash in a pay period in December.

**Section 5.** Should the EMPLOYER intend to institute flex time, job sharing or work tasking, it will first meet and confer on any of the above mentioned items with the UNION.

**Section 6.** 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 will 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 a minimum of three (3) percent 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.

**Section 7.** Employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skills will be compensated for such work according to the following terms and conditions:

- A. Full-time employees who are regularly required to use foreign language or sign language skills in addition to other job duties will receive a salary differential of \$47.50 per payroll period. This differential is in effect for all compensated hours including compensated leaves.
- B. Employees who provide foreign language or sign language skills on an occasional or irregular basis at the EMPLOYER's request will receive \$9.50 per day in addition to their regular salaries for any workday on which such services are performed. This additional compensation will not exceed \$47.50 for any one payroll period.

**Section 8.** Supervisors so designated by their departments to be in "On Call – Off Premises" status will receive \$2.60 per hour for each such status hour. When a Social Work Unit Supervisor is called and begins to work, they will earn compensated time off at their regular compensation rate for any time spent working at 0.1 hours (6 minutes) and above. Employees cannot earn both On Call-Off Premises pay and regular, straight-time compensation at the same time; Employees must claim one or the other on their time sheet.

On Call-Off Premises hours are not counted as work hours for purposes of calculating Overtime compensation.

**Section 9. Night Shift Differential**

A shift differential of \$1.00 per hour will be paid to all supervisors who work on an assigned shift where at least five (5) hours of the shift occur between 5 p.m. and 5 a.m. Such shift differential will be paid in addition to other forms of premium compensation for which the supervisor qualifies.

**Section 10. Weekend Differential**

All employees required to work on Saturday or Sunday will be compensated at the rate of \$1.00 per hour for each hour worked. Compensation under this section will be in addition to the employee's regular rate of pay and will be earned for the entire period worked, provided at least five (5) hours of the shift worked fall on the day for which the additional premium compensation is being paid. Such Weekend differential will be paid in addition to other forms of premium compensation for which the employee qualifies.

**ARTICLE 10 – HOLIDAYS**

Eligibility for Holidays. Active benefit-eligible FULL-TIME employees are awarded eight (8) hours of holiday in the pay period prior to the designated holiday, regardless of shift length. Active benefits-eligible part-time employees are awarded prorated holiday hours for designated holidays. Employees must remain on active status through the designated holiday.

**Section 1. Holiday Benefit**

Eligible employees as described above will be entitled to compensated-time off for designated holidays. Such compensation is referred to as the "holiday benefit" and is separate from compensation an employee receives if they also work on a designated holiday. See Section 2 below.

Designated holidays will be eight (8) hours each for FULL-TIME employees, regardless of shift length and are as follows:

<b>New Years Day</b>	January 1
<b>Martin Luther King Day</b>	Third Monday in January
<b>Presidents Day</b>	Third Monday in February
<b>Memorial Day</b>	Last Monday in May
<b>Independence Day</b>	July 4
<b>Labor Day</b>	First Monday in September
<b>Veterans Day</b>	November 11
<b>Thanksgiving Day</b>	Fourth Thursday in November
<b>Thanksgiving Friday</b>	The day immediately following Thanksgiving Day
<b>Christmas Eve Day</b>	The workday immediately preceding the Christmas holiday
<b>Christmas Day</b>	December 25

Except for operations which are seven (7) days per week and twenty-four (24) hours per day, when one of the designated holidays listed above falls on Sunday, the following day (Monday) will be considered the observed holiday for eligible employees, or when such holiday falls on Saturday, the preceding day (Friday) will be considered the observed holiday for eligible employees. Any eligible employee, regardless of his/her work schedule, will receive the same number of holidays as an eligible employee whose normal work week is Monday through Friday.

**Employees who are not assigned to work on a designated holiday.** Active benefit-eligible employees who are not assigned to work a designated holiday are entitled to receive compensation (i.e., the "holiday benefit") on the designated holiday by using awarded holiday hours. These hours may be supplemented with vacation, PTO, compensatory time special leave without pay and/or other leave without pay if the awarded holiday hours do not cover the employee's regular shift (i.e., a 10-hour shift or an 8-hour shift for part-time employees). Employees whose assigned schedule does not include the holiday may cash out holiday hours or save the hours for future use.

**Section 2. Pay for Working on a Holiday**

Employees who are assigned to work a holiday with the exception of Christmas Eve Day shall receive compensation of one (1) times their REGULAR RATE OF PAY for hours worked on the holiday. (Employees who voluntarily work on a holiday do so at straight time). Eligible employees who work on a holiday receive their pay for working on the holiday and may save their holiday benefit hours (8 hours for FULL-TIME employees) for use at another time and/or may cash out the holiday benefit hours.

Eligible employees who are assigned to work the Christmas Eve holiday shall receive compensation of one (1) times their REGULAR RATE OF PAY for hours worked on that holiday. Compensation for holiday hours assigned/worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER. Eligible employees who work on Christmas Eve receive their pay for working and may save their holiday benefit hours (8 hours for FULL-TIME employees) for use at another time and/or may cash out the holiday benefit hours.

**Section 3.** Holidays which occur within an employee's approved and compensated vacation/PTO or sick leave period will not be chargeable to the employee's vacation/PTO or sick leave time.

**Section 4. Religious Holidays.**

Employees may observe a religious holiday on days which do not fall on a legal holiday.

Observance of such religious holiday will be charged against accumulated vacation/PTO, compensatory leave or taken as leave without pay. The EMPLOYER may arrange to have the employee work an equivalent number of hours to the hours taken for such holiday if arrangements can be made for the employee to work another day. The employee must notify the EMPLOYER at least ten (10) days in advance of the religious holiday of his/her intent to observe such holiday. The EMPLOYER may waive this ten (10) day requirement if the EMPLOYER determines that the absence of such employee will not substantially interfere with the department's function.

**ARTICLE 11A – VACATIONS**

**Section 1.** All employees who choose not to participate in paid time off (PTO), will be eligible for vacation leave benefits at their current BASE PAY RATE.

**Section 2.** Regular full-time employees will 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
More than six (6) months but less than five (5) years	96 hours
More than five (5) years but less than eight (8) years	120 hours
More than eight (8) years but less than twelve (12) years	144 hours
More than twelve (12) years but less than eighteen (18) years	160 hours
Over eighteen (18) years	184 hours

**Section 3.** Vacation leave will not accumulate in excess of two hundred eighty (280) hours.

**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 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 will 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, will not be canceled by the EMPLOYER except for unforeseen circumstances.

**Section 5.** Upon termination of employment, employees will be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance will be paid at the employee's base rate at the time of termination, and will be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

- Section 6.** Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave will be subject to the same conditions regulating the use of sick leave.
- Section 7** At the discretion of the Department Director, employees hired after the execution date of the AGREEMENT, 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 8** 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 cash out, submit to the EMPLOYER online, the specific number of vacation hours requested for cash out. The EMPLOYER will convert such vacation to cash 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.

**ARTICLE 11B – PAID TIME OFF (PTO)**

**Section 1.** Employees Hired On or After May 3, 2010:

Employees hired on or after May 3, 2010, 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 will be irrevocable and must be made during the first full payroll period 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. The paid time off (PTO) program available to such employees will be that described in Schedule 1, below:

Paid Time Off (PTO) Schedule 1

<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 May 3, 2010.

Employees hired prior to May 3, 2010, may, at any time after May 3, 2010, 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 will be irrevocable. The paid time off (PTO) program available to such employees will be that described in Schedule 2, below:

Paid Time Off (PTO) Schedule 2

<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 will 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 will 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 will 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 vacation request to be considered approved. Paid time off (PTO), once approved, will not be canceled 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, the EMPLOYER will consider seniority, job assignment and order of submission in granting such requests.
- Section 7.** Upon complete termination of employment, regular employees will be eligible to receive their unused accumulated paid time off (PTO) as a severance payment. Any paid time off (PTO) severance will be paid at the employee's base pay rate at the time of termination.
- Section 8.** At the discretion of the Department Director, employees hired after May 3, 2010, 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.** Employees may use paid time off (PTO) to pay for approved health and fitness activities to a maximum of \$2,000.00 per year. Where applicable, this language will 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 totaling more than \$2,000.00 per year.
- Section 10.** A disabled employee who, because of illness or injury, has exhausted all paid time off (PTO) benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence will be determined in accordance with the provisions of the article herein titled "Seniority." An employee requesting a medical leave of absence without pay will be required to furnish conclusive evidence of disability to the EMPLOYER. 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 will 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), will be subject to disciplinary action or will 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 four (4) weeks written notice, such employee **will** be paid for any unused paid time off (PTO) balances at the employee's base pay rate. If the employee fails to provide such required notice, the EMPLOYER will exclude one hundred sixty (160) hours of paid time off (PTO) to which the employee may be otherwise entitled.
- Section 13.** If an employee joins the bargaining unit having participated in the EMPLOYER's paid time off (PTO) Program, such employee will retain paid time off (PTO).

- Section 14.** 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 PTO. In order to convert such PTO to cash, the employee must, during Open Enrollment of the payroll year PRIOR to cash out, submit to the EMPLOYER online, the specific number of PTO hours requested for cash out. The EMPLOYER will cash out such PTO at a designated time the 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. ARTICLE 12A – SICK LEAVE
- Section 1.** Sick leave will be earned by employees who choose not to participate in paid time off (PTO) at the rate of .046154 hours for each hour of service except that newly hired, rehired employees who have completed less than six (6) months of service, will earn sick leave benefits at the rate of .030769 hours for each hour of service.
- Section 2.** Sick leave benefits will only accrue when an employee is on compensated regular hours or, in accordance with state and federal laws, is on approved military leave.
- Section 3.** An 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 will be charged off only for hours that would normally have been worked.
- Section 4.** Upon complete termination of employment in good standing of any regular employee, such employee will 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 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 necessarily subject to certification by medical authority.
- The term "immediate family" is limited to child, stepchild, adopted child, foster child, adult child, spouse, sibling, parent, stepparent, grandparent and an adult person regularly residing in the employee's immediate household.
- 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.
- 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 will 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 one-half hour after the starting time of his/her scheduled shift. This notice may be waived if the EMPLOYER determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- Section 8.** A disabled employee who, because of illness or injury, has exhausted all compensated leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence will be determined in accordance with the provisions of the Article herein titled "Seniority." An employee requesting a medical leave of absence without pay will be required to furnish evidence of disability to the EMPLOYER. When the EMPLOYER has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish the report as requested by the EMPLOYER in accordance with the Article herein titled

"Fitness for Employment," the EMPLOYER will 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, it will be considered that the employee has resigned in accordance with the Article herein titled "Absence Without Leave."

- Section 9.** All sick leave that has been accumulated by an employee will be canceled upon the date of separation from the County service, except as provided in this AGREEMENT.
- Section 10.** Employees may utilize sick leave to pay for approved health and fitness activities, to a maximum of \$2,000.00 per year.
- Section 11.** When an employee leaves employment with the County and later returns to a regular position, sick leave hours will not be restored.

## **ARTICLE 12B – FROZEN SICK LEAVE**

- Section 1.** For employees who choose 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 will 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 will be necessary subject to certification by a medical authority.
- Section 3.** Upon complete termination of employment in good standing of any regular employee, such employee will 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, will 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, will not accrue sick leave, but rather will accrue paid time off (PTO) consistent with Article 11B, Paid Time Off (PTO).
- Section 6.** Employees may utilize their frozen sick leave to pay for approved health and fitness activities to a maximum of \$2,000.00

## **ARTICLE 13 – GENERAL CONDITIONS OF LEAVES OF ABSENCE**

- Section 1.** Except as otherwise provided in this AGREEMENT, written request for leave will be made by an employee prior to the beginning of the period(s) of absence, and no payment for any absence will be made until the leave is properly approved. All leaves of absence without pay will be granted at the discretion of the EMPLOYER, unless the EMPLOYER is required by law to grant the leave, and must be approved by the EMPLOYER in advance. Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the EMPLOYER.
- Section 2.** Authorization for or denial of a requested leave of absence without pay of more than ten (10) working days duration, will be furnished to the employee in writing by the EMPLOYER within seven (7) working days of its receipt. All leave of absence requests will be given reasonable consideration by the EMPLOYER.
- Section 3.** Deductions from leave accumulations for an employee on leave with pay will be made on a work shift basis, and no such deduction will be made from leave accumulations for holidays, or non-work days falling within such leave with pay, subject to the provisions set forth in the Article herein titled "Holidays."
- Section 4.** Accrual of vacation leave, sick leave and paid time off (PTO) benefits during the period of leave of absence with pay will continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave and paid time off (PTO) accruals for the period of leave without pay with the exception of approved military leave.

**Section 5.** All leaves of absence without pay will be subject to the condition that the EMPLOYER may cancel the leave at any time upon prior notice to the employee specifying a date of termination of the leave. Military leave, leave for purposes of UNION business or educational leave approved by the EMPLOYER in writing as non-cancelable for a specified duration **will** not be subject to such cancelation. Notwithstanding the above, the EMPLOYER, upon prior notice to the employee, may cancel any approved leave of absence at any time the EMPLOYER has evidence that the employee is using the leave for purposes other than those specified at the time of approval.

**Section 6.** No leave of absence without pay will be granted for the purpose of accepting or continuing other employment.

**Section 7.** Any employee returning from an approved leave of absence as covered by this Article who has complied with all the conditions upon which the leave was approved will:

- A. Be reinstated in the position held at the time the leave was granted if the leave was for a period of less than six months duration, or
- B. In the event the position held at the time the leave was granted has been filled or abolished, the employee will be reinstated to a vacant position for which qualified in the class, bargaining unit and department from which leave was granted, or
- C. In the event no vacancy exists in the class, bargaining unit and department from which leave was granted, the employee may either exercise County seniority to replace the least senior employee in the class, bargaining unit and organizational unit from which the leave was granted, provided the employee is qualified to perform the work of the less senior employee, or if mutually agreeable to the employee and the EMPLOYER, be placed on a layoff list for the class, bargaining unit and department from which leave was granted.

The salary rate for an employee reinstated following a leave of absence will be the rate the employee held at the time the leave was granted or such rate as adjusted by a general adjustment to the class.

**Section 8.** A leave of absence for purposes of UNION business will be in accordance with Minnesota Statutes 179A.07, Subd. 6.

## **ARTICLE 14 – ABSENCE WITHOUT LEAVE**

**Section 1.** Any absence of an employee from scheduled duty that has not been previously reported to and authorized by the EMPLOYER will be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days will be deemed to have resigned his/her employment, provided that the EMPLOYER will grant approval for leave subsequent to the unauthorized absence if the EMPLOYER determines the circumstances surrounding the absence warrant such action.

## **ARTICLE 15 – LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS**

**Section 1.** Any employee who by reason of sickness or injury receives workers' compensation benefits may do either of the following:

- A. Retain the workers' compensation benefits and be placed on a medical leave of absence without pay, or
- B. Retain the workers' compensation benefit and receive from the EMPLOYER any available earned accumulated sick leave, vacation leave, paid time off (PTO) or other accumulated leave benefit. The total weekly compensation including leave and worker's compensation benefits will not exceed the regular weekly base pay rate of an employee.

## **ARTICLE 16 – ELECTION DAYS**

**Section 1.** An employee who is entitled to vote in any election, as defined in M.S. 204C.04, subd. 2, may absent himself/herself from his/her work for the purpose of voting during such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the EMPLOYER. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes will be subject to disciplinary action.

**ARTICLE 17 – SALARY RATES**

**Section 1.** Employees covered by this AGREEMENT as defined in the Article herein titled “Recognition” will be compensated for each full month of service in accordance with the following schedule and provisions:

Effective **January 6, 2019**, the following rates will apply:

<u>Class</u>	<i>Hourly</i>		<i>Annual</i>	
	<u>Minimum Rate</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Social Work Unit Supervisor	<b>\$34.380275</b>	<b>\$48.126825</b>	<b>\$71,510.97</b>	<b>\$100,103.80</b>

Effective **January 5, 2020**, the following rates will apply:

<u>Class</u>	<i>Hourly</i>		<i>Annual</i>	
	<u>Minimum Rate</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Social Work Unit Supervisor	<b>\$35.239782</b>	<b>\$49.329996</b>	<b>\$73,298.75</b>	<b>\$102,606.39</b>

Effective January 3, 2021, the following rates will apply:

<u>Class</u>	<i>Hourly</i>		<i>Annual</i>	
	<u>Minimum Rate</u>	<u>Maximum Rate</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Social Work Unit Supervisor	<b>\$35.944578</b>	<b>\$50.316596</b>	<b>\$74,764.72</b>	<b>\$104,658.52</b>

**Section 2.** The EMPLOYER will determine the rate of compensation for each employee within the established salary range for their class. The EMPLOYER will at least once each year review the salary of each employee who is not at the maximum rate of his/her salary range to determine whether the employee's rate of pay should be advanced in the salary range based on the quality of performance and will advise the employee, in writing, of the reasons if the salary increase is not granted. An in-range salary increase will be given to an employee upon satisfactory completion of (6) six months compensated regular hours of service in a new classification to which promoted. An employee who is newly employed, or rehired on or after the execution date of this AGREEMENT will be first eligible for an in-range salary increase upon completion of (6) six months compensated regular hours of service

**Section 3.** An employee temporarily assigned by the EMPLOYER to perform the full duties and responsibilities of a position allocated to a class covered by this AGREEMENT with a greater maximum compensation rate will, after having so performed in such position in excess of two full bi-weekly payroll periods, be paid at a rate in effect for such class which is not less than three percent (3%) above the employee's rate in effect prior to the temporary assignment.

**Section 4.** Any salary adjustment provided for in this AGREEMENT will commence on the beginning of the first payroll period after which the employee(s) becomes qualified and authorized to receive the adjustment. Monthly rate divided by 173.33 equals the rate for each hour of work.

**Section 5.** Employees who have terminated their employment prior to the execution date of this AGREEMENT are not eligible for retroactive severance pay or increased EMPLOYER insurance premium allowance provided for in this AGREEMENT.

**Section 6.** The salary rate of an employee demoted to a lower class will be set at a rate within the salary range for the lower class which represents a reasonable relationship to other employees in the class and gives consideration to the rate the employee was receiving immediately prior to the demotion. If the employee's demotion is involuntary, the issue of whether the EMPLOYER had just cause for the demotion or the employee's salary placement in the lower class may be grieved in accordance with the grievance procedure contained in the AGREEMENT.

## **ARTICLE 18 – BEREAVEMENT LEAVE**

**Section 1.** 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 a person regarded as a member of the employee’s immediate family. Such leave will 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) working hours in any payroll year.

## **ARTICLE 19 – INSURANCE**

### **Section 1.**

#### **A. Employee Contributions toward Health Premiums**

##### **Standard Plan**

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2019, 2020 and 2021

Employee only	11%
Employee + spouse	25%
Employee + child/ren	25%
Family	24%

##### **Advantage Plan – Fairview/North Memorial/HealthEast OR HealthPartners/Park Nicollet**

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2019, 2020 and 2021

Employee only	7%
Employee + spouse	21%
Employee + child/ren	21%
Family	20%

##### **Advantage Plan – HCMC/NorthPoint**

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2019, 2020 and 2021

Employee only	3%
Employee + spouse	17%
Employee + child/ren	17%
Family	15%

## **B. Health Insurance Premium and Plan Design Changes, 2020, 2021, 2022**

The parties agree to a consensus decision-making model within the context of the existing Labor Management Health Care Committee (LMHCC) for the purpose of setting plan design and premium for the years 2020, 2021 and 2022 as described below, and subject to the consensus parameters agreed to by the parties and incorporated by reference as an extension to this AGREEMENT.

The LMHCC's consensus recommendations will be advisory to the EMPLOYER. If a consensus decision is reached by 8/31 of any given year of the contract, both the UNION and the EMPLOYER agree to be bound by the decision, pending County Administration approval. The consensus recommendation will be submitted to County Administration for final approval.

If a consensus decision is not reached by the LMHCC by 8/31 in any given year of the contract, the EMPLOYER will, in its sole discretion, set the health insurance premiums for each plan and implement plan design changes, if any, for that particular year, after consulting with the third party administrator, benefits consultants, and based on the discussions with and input from LMHCC.

During the last year of the contract, if a consensus decision on plan design and premium or continuation of the consensus model is not reached by the LMHCC by 8/31 of that year, the parties shall revert to the negotiation process as it has in the past. The EMPLOYER shall present their proposal for changes to plan design and premium in the traditional contract negotiation format, after consulting with the third party administrator, benefits consultants, and based on discussions with and input from the LMHCC. Employee contributions for the subsequent AGREEMENT will continue to be subject to negotiations between the parties.

The consensus model described herein will expire on 8/31 of the last year of this AGREEMENT, unless the LMHCC provides a consensus recommendation that it should be continued into the subsequent AGREEMENT.

## **C. Health Insurance Provider Tiers for the Standard Plan, 2019, 2020, 2021**

As agreed to in prior contracts, the EMPLOYER will, in its sole authority, determine how many tiers and which providers are included in which tier for the Standard Plan. Any such changes will be shared with the LMHCC group with the driving reason for such change and the financial impact initiating the change.

NOTE: Consistent with previous rounds of bargaining, the health insurance plan design and the provider networks/tiers shall not appear in the labor agreement(s), but rather shall reside on the PreferredOne ([www.preferredone.com/hc](http://www.preferredone.com/hc)).

## **D. Health Care Plan Reserves Fund**

The EMPLOYER, in its sole discretion, will determine if and how many dollars from the Reserves Fund will be utilized.

## **E. Dependent Eligibility Verification Audit**

The parties understand that new employees and those adding dependents not previously audited will continue to be required to provide evidence to establish dependent status.

**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)
- Dental Insurance and 40% Subsidy
- Vision Insurance (optional)
- Basic Life Insurance of \$50,000 (EMPLOYER paid)
- Additional Life Insurance (optional)
- 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, Employer -paid) - 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 with 50% subsidy – (optional does not require employee to be benefit earning)

**Section 3.** It is expressly understood that the EMPLOYER's obligation in this Article is limited to payment of the specified premium charges for the group insurance coverage as specified herein.

**Section 4.** The EMPLOYER reserves the right to change insurance carriers or self-insure. If such change of carriers or self-insurance is to result in a change in the level of employee benefits, the EMPLOYER agrees to meet and confer with the UNION on the change.

**Section 5.** Early Retiree Health Insurance Program (ERHIP) for employees hired before 1/1/08 (see eligibility below).

Subd. 1. **Benefit.** The EMPLOYER will provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee will receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP as though the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost of dependent coverage in addition to any required share of the single premium. The EMPLOYER may establish appropriate policies and procedures to implement and administer the ERHIP that are not inconsistent with the requirements of this section. These include, but are not limited to, the application process and the time period required to apply for ERHIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.

Subd. 2. **Eligibility.** Only employees that have County group health insurance coverage in force on the date of employment termination and who were hired by the EMPLOYER before January 1, 2008, are eligible to participate in the ERHIP. Employees newly hired, re-hired on or after January 1, 2008, are ineligible to participate in the ERHIP. To receive the health insurance continuation benefit provided for in the ERHIP, the employee must meet at least one of the following three eligibility requirements:

A. The eligible employee meets one of the following age and years of service requirements:

<b>Age</b>	<b><u>Non-Continuous Years of Service</u></b>
55 but less than 62	20
62 but less than 63	15
63 but less than 64	14
64 but less than 65	13

B. The eligible employee at the time of retirement qualifies for and applies for a full, unreduced retirement annuity (other than a deferred annuity), based on a minimum of ten (10) years of Hennepin County service, from an approved Minnesota public service retirement program.

C. The eligible employee at the time of retirement qualifies for and applies for a retirement annuity (other than a deferred annuity), from an approved Minnesota public service retirement program

with at least twenty-five ( 25) years of covered service, at least ten (10) of which must have been with Hennepin County.

- Subd. 3. Opt-out. Employees eligible to participate in the ERHIP may opt out of the program. Employees desiring to opt-out elected in writing prior to July 1, 2008, whether they would maintain their current retiree insurance benefit, or opt out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option. This was a one-time, irrevocable election. Employees who did not make an election in writing prior to July 1, 2008, are deemed to have elected to retain their current retiree insurance benefit under the ERHIP. If an employee who is eligible for ERHIP based on hire date becomes part of the bargaining unit and has not previously had the opportunity to opt-out, such employee will be given the opportunity at a time which is mutually agreed upon by the EMPLOYER and the UNION.
- Subd. 4. No Guarantee of Future Benefit. Nothing in this section will be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The EMPLOYER and the Union (or in the case of an unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part, this ERHIP. In the event the union is decertified as the exclusive representative, the EMPLOYER may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

**Section 6.** 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, dental and vision expenses and/or 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 and temporary Unclassified benefit-eligible employees are eligible to participate in the HCSP. Employees hired, re-hired on or after January 1, 2008, unrepresented employee newly hired, REHIRED 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 Minneapolis Public Library (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 or temporary Unclassified EMPLOYEE count towards determining eligibility for the County contribution in subdivision 4.
- Subd. 3. Employee Contribution. Eligible employees will contribute one percent (1%) of their salary on a per pay period basis to the HCSP.
- Subd. 4. County Contribution The EMPLOYER will make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The EMPLOYER'S annual lump sum contribution will be made the second paycheck in February of each year in the amount determined by the service threshold as of December 31 of the same calendar year.

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

**Section 7.** Pursuant to Article 19, Section 11, Subd. 1, the EMPLOYER will apply the terms of Hennepin County Board Resolution 09-0339 to eligible employees covered by this AGREEMENT.

## **ARTICLE 20 – RIGHT OF CONTRACTING SERVICES**

- Section 1.** Nothing in this AGREEMENT will prohibit or restrict the right of the EMPLOYER from contracting with vendors or others for materials or services.
- Section 2.** In the event the EMPLOYER finds it necessary to subcontract out work now being performed by existing employees that may result in the layoff of employees, the UNION will be notified no less than ninety (90) calendar days in advance of the date the employees will be laid off as a result of the decision to subcontract. During the ninety (90) day period, the EMPLOYER will meet with the UNION and discuss ways and means of minimizing any impact subcontracting may have on employees.

In the event that existing employees are laid off as a result of the EMPLOYER engaging in a contract for service, the EMPLOYER agrees to make reasonable effort to relocate such employees in other positions for which they are qualified.

## **ARTICLE 21 – INDIVIDUAL RIGHTS**

- Section 1.** Employees have the right to join or refrain from joining the UNION. Neither the EMPLOYER nor the UNION will discriminate against or interfere with the rights of employees to become or not to become members of the UNION and further, there will be no discrimination or coercion against any employee because of Union membership or non-membership.
- Section 2.** The provisions of this AGREEMENT will be applied in accordance with applicable non-discrimination laws.
- Section 3.** Nothing in this AGREEMENT will be construed to affect the status of veterans in contravention of existing veterans preference laws relating to the employment, discharge or promotion of veterans.

## **ARTICLE 22 – NON-DISCRIMINATION**

- Section 1.** In accordance with applicable, city, state and federal law, all provisions of this AGREEMENT will be applied equally by the EMPLOYER and the UNION to all employees without discrimination based on race, color, creed, religion, age, sex, disability, marital status, affectional preference, public assistance status, criminal record, or national origin. In the event that any of the pertinent antidiscrimination laws are changed during the term of the AGREEMENT to include or exclude a protected class or classes, this AGREEMENT will be applied so as to include or exclude that class or classes within the provisions of this section. In addition, all provisions of this AGREEMENT will be applied equally by the EMPLOYER and the UNION to all employees without discrimination as to political or organizational affiliations or membership in the UNION.
- Section 2.** The term “discriminate” includes segregate or separate and, for the purposes of discrimination based on sex, it includes sexual harassment. “Sexual harassment” includes unwelcome sexual advances, requests of sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature when: Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment and/or terms and conditions of employment, or creating an intimidating, hostile, or offensive employment situation; and, in the case of employment, the employer knows, or should know, of the existence of the harassment and fails to take timely and appropriate action.

## **ARTICLE 23 – COMPLETE AGREEMENT AND WAIVER OF BARGAINING**

- Section 1.** This AGREEMENT will represent the complete Agreement between the UNION and EMPLOYER.
- Section 2.** The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right and each agrees that the other will not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

**ARTICLE 24 – SAVINGS CLAUSE**

**Section 1.** This AGREEMENT is subject to the laws of the United States, the State of Minnesota and Hennepin County. In the event any provisions of this AGREEMENT will be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision will be voided. All other provisions will continue in full force and effect. If a voided provision can be expressed in numerical economic value and is a provision chosen by either party from two or more alternatives proposed by the other party during the negotiations resulting in this AGREEMENT, either of which could have been selected with no alteration of the other terms and conditions contained in this AGREEMENT, the parties will negotiate for the purpose of substituting the alternative offered during negotiations for the voided provision so long as consistent with said laws, and it does not cause the cost of the alternative provision to exceed the cost of the voided provision.

**ARTICLE 25 – COURT DUTY**

**Section 1.** After due notice to the EMPLOYER, employees subpoenaed to serve as a witness or called and selected for jury duty, will be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the court. Such employees so compensated will not be eligible to retain jury duty pay or witness fees and will turn any such pay or fees received over to the EMPLOYER. If an employee is excused from jury duty prior to the end of his/her work shift, he/she will return to work as directed by the EMPLOYER or make arrangement for a leave of absence.

**Section 2.** Any absence whether voluntary or by legal order to appear or testify in private litigation, not in the status of an employee or witness but as a plaintiff or defendant, will not qualify for leave under this Article and will be charged against accumulated leave or be without pay.

**ARTICLE 26 – STABILITY ADJUSTMENTS**

**Section 1.** When an employee has completed five (5) years of continuous service in the County as of December 1 of the current year, he/she will be eligible to receive 2 ½ percent of his/her annual salary for the current calendar year based on his/her current base rate of pay. For each additional year of continuous service after five (5), the employee will qualify for an additional ½ of 1 percent up to and including his/her tenth year. For all continuous service after ten (10) years, the stability payment will continue at the rate established for the tenth year of five (5) percent. At the discretion of the EMPLOYER, time on authorized leave of absence for education will be included in computing stability compensation.

The maximum annual salary on which stability pay will be computed will be in accordance with the following schedule:

<u>Years of Service</u>	<u>Maximum Base Salary On Which Stability Pay Will Be Computed</u>
Less than eleven (11) years of continuous service	\$16,000
Eleven (11) years but less than twelve (12) years of continuous service	\$17,000
Twelve (12) years but less than thirteen (13) years of continuous service	\$18,000
Thirteen (13) years but less than fourteen (14) years of continuous service	\$19,000
Fourteen (14) years but less than fifteen (15) years of continuous service	\$20,000
Fifteen (15) years but less than sixteen (16) years of continuous service	\$21,000
Sixteen (16) years but less than seventeen (17) years of continuous service	\$22,000
Seventeen (17) years but less than eighteen (18) years of continuous service	\$23,000
Eighteen (18) or more years of continuous service.	\$24,000

Such stability payment will be paid in a lump sum on a December payroll. Any employee upon retiring from County service may be paid the stability payment as of the date of his/her retirement, however, such payment will be prorated on the number of full months worked during the calendar year in which such employee retired. Stability pay will also be paid to survivors in the case of death while the individual is an employee of the County. Such payment will be prorated on the number of full months worked during the calendar year in which death occurred.

## ARTICLE 27 – SEVERANCE PAY

- Section 1.** Severance pay will be paid to regular employees who have completely severed their employment with the EMPLOYER in good standing and have completed a minimum of eight (8) years continuous service with the County. Any employee who will have received severance pay upon termination of his/her employment will not again be eligible to accrue any severance pay benefits upon re-employment with the EMPLOYER except for any hours accumulated in excess of the number for which he/she has been previously compensated. Such severance will be based upon and measured by the unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during Hennepin County employment. Such severance pay will not exceed eight hundred (800) hours of the unused accumulated sick leave and unused vacation leave which has accrued to the credit of the employee at the date of severance of such employment. Severance pay will be computed on the basis of the employee's base pay rate in effect on the date of termination. Severance pay of a deceased employee will be paid to a named beneficiary or, lacking that, his/her estate or legal representative. One hundred sixty (160) hours of sick leave will be excluded from the severance pay to which an employee is otherwise entitled under this AGREEMENT if the terminating employee does not give notice of termination as specified in the definition herein titled "Termination in Good Standing." All sick leave hours will be excluded from the severance pay to which an employee is otherwise entitled under this AGREEMENT if they fail to "terminate in good standing" because of a dismissal for disciplinary reasons as specified in the definition herein titled "Termination in Good Standing."
- Section 2.** All accumulated leave benefits will be expired upon the date of severance from County service.
- Section 3.** The eligibility provisions of this Article regarding years of service, will not apply to regular employees who die prior to achieving eight (8) years of service with the County.
- Section 4.** Employees who, for reasons other than layoff or death, are eligible to receive severance pay, will have one hundred percent (100%) of severance pay as defined in Section 1 of this Article, deposited to an MSRS health care savings account in lieu of payment in cash. Employees who do not meet the requirements for the health care savings account, or whose portion of severance pay that is to be deposited in a health care savings account is less than two hundred dollars (\$200), will receive the entire severance payment in cash.

## ARTICLE 28 – DISCIPLINE

- Section 1.** The EMPLOYER will discipline employees in the classified service only for just cause.
- Section 2.** Discipline, when administered, will be in one or more of the following forms and normally in the following order:
- A. Oral Reprimand
  - B. Written Reprimand
  - C. Suspension \*
  - D. Discharge or disciplinary demotion.
- Except in situations where less than a full week unpaid suspension of EXEMPT employees is allowed under Federal/State law, EXEMPT employees may not be suspended from duty without pay for a period of less than one (1) work week as discipline under this Agreement. Rather, where just cause exists, and there is mutual agreement, the EMPLOYER may impose disciplinary reductions in accrued vacation, deferred holiday, and/or compensatory time balances. The amount of such disciplinary reductions will depend upon the seriousness of the offense and the involved employee's record of employment. Disciplinary reductions in accrued vacation, deferred holiday, and/or compensatory balances will be treated as a suspension for purposes of the employee's record and progressive discipline.
- Section 3.** If the EMPLOYER has reason to reprimand any employee, it will normally not be done in the presence of other employees or the public.
- Section 4.** Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of regular employees are appealable up to and through the arbitration step of the grievance procedure contained in this AGREEMENT.
- Section 5.** Upon the request of either party, the EMPLOYER and UNION shall make available to each other all information and evidence that will be used to support a written reprimand, suspension or discharge or defense against such action at least seven (7) days prior to the Step 2 meeting of the grievance procedure.

**Section 6. Human Resources Employee File**

- A. Investigations which do not result in disciplinary actions will not be entered into the employee's Human Resources Employee File. A written record of all disciplinary actions other than oral reprimands will be entered into the employee's Human Resources Employee File. All disciplinary entries in the Human Resources Employee File will state the corrective action expected of the employee.
- B. An employee who is reprimanded in writing, suspended, disciplinarily demoted, or discharged will be furnished with a copy of notice of such disciplinary action.
- C. Upon written request of the employee, a written reprimand will be removed from the employee's 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.
- D. Employees have access to information in their Human Resources Employee File in accordance with the provisions of the Data Practices Act, as amended.

**Section 7. Union Representation.**

Employees will not be questioned concerning an administrative investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning. When mutually agreeable, the UNION will have the right to take up a suspension, demotion, and/or discharge as a grievance at the second step of the grievance procedure, and the matter will be handled in accordance with this procedure through the arbitration step if deemed necessary.

**Section 8.** Disciplinary action will be taken in a timely manner.

**ARTICLE 29 – PART-TIME EMPLOYEES**

**Section 1.** An employee working less than the full-time schedule will not participate in any benefits provided by this AGREEMENT except those working a schedule of twenty (20) hours or more per week will participate in benefits in the same ratio that his/her actual hours worked bears to the full-time work schedule.

**ARTICLE 30 – FITNESS FOR EMPLOYMENT**

**Section 1.** When question exists related to appropriate leave administration or work safety to individuals, co-workers, or others, the EMPLOYER may require employees to undergo a medical evaluation that will enable the EMPLOYER to determine the employee's fitness for performance of his/her duties. When the EMPLOYER requires an evaluation or report from a medical authority, either the employee's personal or treating authority or the medical authority of the EMPLOYER's selection, the EMPLOYER will: (a) pay the fee charged for such evaluation or report if such is not covered through the health insurance program made available to the employees by the EMPLOYER; and (b) compensate the employee at his/her base pay rate for regularly scheduled work time the employee was unable to work due to obtaining the evaluation if the evaluation result is that the employee is found fully fit to perform his/her work duties and responsibilities.

**ARTICLE 31 – MILITARY RESERVE TRAINING**

**Section 1.** In accordance with state and federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training will receive such wages as prescribed by law for the period of the active duty required for such training not to exceed fifteen (15) working days per calendar year.

**ARTICLE 32 – MILITARY LEAVE OF ABSENCE WITHOUT PAY**

**Section 1.** In accordance with the requirements and provisions of state and federal laws, employees will be entitled to military leaves of absence without pay for services in the armed forces of the United States and reinstatement at the expiration of such leave. Such leave will be authorized only in cases where the employee has been officially called to active duty in the military service and will be authorized only as long as the employee is in the service as required by the government.

## **ARTICLE 33 – PROFESSIONAL LEAVE**

**Section 1.** Employees may receive a leave of absence for professional reasons such as a sabbatical, without loss of seniority, vacation, and/or sick leave accrual and with fully paid medical coverage. The purpose of such leave must be for the benefit of Hennepin County. The written request must be submitted not later than one month in advance of the date of the requested leave.

## **ARTICLE 34 – MEET AND CONFER**

Upon request of either party, the parties agree to meet and confer regarding workloads, organizational structure, assignment status, and policies or procedures that have a substantial impact on employees and other matters the parties agree to discuss.

The parties agree to Meet and Confer at a regularly scheduled Meet and Confer meeting on issues related to technology updates, including SKYPE, Soft phones and the functionality of all equipment at all sites serviced by Social Work Unit Supervisors members throughout the County.

## **ARTICLE 35 – MUTUAL CONSENT CONTINGENCY**

**Section 1.** This AGREEMENT may be amended any time during its life upon the mutual consent of the EMPLOYER and the UNION. Such amendment, to be enforceable, must be in writing and attached to all executed copies of this AGREEMENT.

**Section 2.** This provision is not intended to restrict consultation between the parties regarding matters which may not be specifically identified herein.

## **ARTICLE 36 – WORK UNIT VACANCY**

**Section 1.** A vacant position which is to be filled by the EMPLOYER will normally be posted for not less than seven (7) calendar days within the work unit/department where located. 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.

Prior to filling the vacancy, the EMPLOYER will give consideration to the senior qualified regular employee who has requested reassignment to the vacant position. The EMPLOYER's discretion to select others, however, will not be limited by the provisions of this section.

- A. The vacancy posting will set forth the class title, salary range, nature, and location of the work to be performed, the minimum qualification, the place and manner of making application and the closing date that applications will be received.
- B. In work units/departments where there is more than one work shift, the position vacancy posting will indicate which shift applies.
- C. The provisions of this Article will apply to the initial vacancy and, to the extent that the EMPLOYER in its discretion elects to apply them, may be applied to sequential vacancies that may be created by reassignment within the work unit/department.
- D. Except as may otherwise be provided in the AGREEMENT, employees who are selected for reassignment under the provisions of this Article will again become eligible for consideration six (6) months following such reassignment.
- E. Departments for the purpose of this Article will be those established by the EMPLOYER in its organizational structure. A copy of the EMPLOYER's current organizational structure identifying work units will be furnished to the UNION by the EMPLOYER and updated as changes occur.
- F. Seniority for purposes of this Article will be as defined in the Article herein titled "Seniority."
- G. The provisions of this Article will not apply to the following types of vacancies.
  1. Vacancies to be filled by recall from layoff.
  2. Vacancies to be filled by reassignment of an employee whose position has been abolished due to lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
  3. Vacancies to be filled by reassignment of an employee for reason of temporary disability or other health-related condition.

## ARTICLE 37 – 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 the date of County Board Approval through December 31, 2021.
- Section 2.** Upon the request of either party, the EMPLOYER and the UNION will meet and confer on the extension of this Voluntary Leave Without Pay Program each year through 2021.
- Section 3.** The EMPLOYER's policy on use of Special Leave Without Pay (SLWOP) provides that employees may use SLWOP in cases where they would otherwise not take the leave. The EMPLOYER will, therefore, interpret its policy on SLWOP to allow SLWOP for Union Leave and Parenting Leave in cases where the employee would not otherwise take the leave.

## ARTICLE 38 – AUTOMOBILE TRAVEL EXPENSES

- Section 1.** When the EMPLOYER requires employees to use their private automobiles while engaged in County business, the employee is entitled to reimbursement at the rate established by the IRS for actual mileage incurred. In the unlikely event that the IRS does not provide advance notice of a rate change, the EMPLOYER will execute that rate change within two payroll periods.
- Section 2.** Reimbursement will be made for reasonable parking expenses actually incurred by the employee but not exceeding the levels outlined in the County's Administrative Manual. Parking reimbursement will be in accordance with the policy stated in the County Administrator's current memorandum. Parking reimbursement rates may be increased by action of the County Administrator.
- Section 3.** If the EMPLOYER requests that an employee have his/her personal automobile available for business use on an ongoing basis, the employee will be eligible for "car available" reimbursement as provided for in the County's Administrative Manual.

## ARTICLE 39 – EDUCATIONAL ASSISTANCE

- Section 1.** Tuition reimbursement shall be provided to employees covered by this collective bargaining AGREEMENT under the same terms and conditions, policies and procedures as the rest of Hennepin County and reflecting a county-wide pool for funding. See [Hennepin County Tuition Reimbursement Policy Frequently Asked Questions](#)
- Section 2.** Where courses are required and certified by the appointing authority as essential to current job performance, such appointing authority shall grant 100% reimbursement for tuition, required fees and required study materials.
- Section 3.** At the request of an employee, an Individual Development Plan shall be established. Any employee making the request shall be provided with paid time to work with their Supervisor or Human Resources to develop a training plan for career development within Hennepin County. Human Resources will be a source of career information, and postings, in which the employee may have an interest. Time allotted for this activity and the training plan adopted shall be subject to mutual agreement of the Employee and Supervisor.

## ARTICLE 40 – TERM OF AGREEMENT

This AGREEMENT **will** be in full force and effect from January 1, **2019**, through December 31, **2021**, and **will** be automatically renewed from year to year thereafter unless either party **will** notify the other, in writing, by June 1 prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness thereof, the parties have caused this AGREEMENT to be executed this \_\_\_\_ day of \_\_\_\_, **2019**.

## ATTACHMENT A

### BEREAVEMENT LEAVE ADMINISTRATION

The "Bereavement Leave" Article (Article 18) of the labor agreement between Hennepin County and Hennepin County Professional Social Work Supervisory Employees provides that employees can receive paid leave to make necessary funeral arrangements and to attend funeral services in the event of a death in the employee's "immediate family." Article 16 defines "immediate family" for this purpose as comprising the following family members:

"...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.**" (Emphasis added.)

The bolded part of the provision cited above first appeared in the 1994-95 labor agreement. The intent of this new provision was to recognize "non-traditional" family relationships that employees might have with persons who do not meet the literal definitions enumerated above, but who fulfill the same roles for the employee. For example, the funeral of an employee's domestic partner would qualify for paid leave under this language, if the domestic partner's relationship to an unmarried employee is comparable to that of a married employee's spouse. Similarly, such a domestic partner's parents would be analogous to parents-in-law, and the domestic partner's children would be analogous to the employee's children or stepchildren. Another type of qualifying relationship could be the parent of the employee's children (if the parents are not married).

Because the criteria relate to the definition of "immediate family" found in the labor agreement, application of the term must be consistent with the definition found in the agreement. An employee's qualifying "non-traditional" family relationship should virtually be the equivalent of a qualifying "traditional" relationship. There should be a history to the relationship that establishes such equivalency.

It would be inappropriate, for example, for an employee to decide that any funeral qualifies for paid leave under this Article, because all humanity is a "family." It would also be inconsistent with the intent of the language for the employee to decide that a friend is the equivalent of a brother or sister (although a friend might qualify as a "brother" if he and the employee grew up together in the same household). Friendship alone is not a defining characteristic of either traditional or non-traditional relationships.

**ATTACHMENT B**

<https://hcconnect.hennepin.us/Pages/Departments.aspx>

**As Of AUGUST 2018**

**The current list of Hennepin Departments is as follows:**

Audit, Compliance and Investigation Services	Information Technology
Budget and Finance	Intergovernmental Relations
Center of Innovation and Excellence	Labor Relations
Communications	Library
Community Corrections & Rehabilitation	Medical Examiner
Community Works	NorthPoint Health & Wellness
County Administration	Public Defender's Office
County Attorney's Office	Public Works Financial Services Administration
Emergency Management	Purchasing and Contracts
Environment and Energy	Resident & Real Estate Services
Examiner of Titles	Sheriff's Office
Facility Services	Transportation Operations
Hennepin Health	Transportation Project Delivery
Human Services and Public Health	
Human Resources	

Departments are subject to change by the EMPLOYER as changes in its organization structure occur.

For purposes of layoff and recall from layoff (Article 6) and work unit vacancies (Article 26), for Local 34 and Local 2822 only, the Human Services and Public Health Department, Community Corrections & Rehabilitation and North Point **will** be considered one "Super Department".

## Consensus Model and LMHCC Structure

1. For the term of this contract, the scope of the current LMHCC will expand to include consensus decision-making on the topics of plan design and premium, consistent with the consensus parameters established by the parties below.
2. It is understood that the LMHCC will continue to operate as an educational and conversation vehicle year-round, with the consensus process only utilized for decisions related to plan design and premium. While these decisions may come up at any time during the year, it is expected that most of the decisions requiring a consensus will occur late in the summer each year.
3. The parties will engage in a good faith effort to reach a consensus decision on premiums and plan design and realize that this may take several additional meetings in late summer of each year.
4. Attendance at the LMHCC remains available to all current attendees, but each bargaining unit will identify one “consensus representative” (and an alternate) who will be responsible to speak for their bargaining unit on the two consensus issues of premium and plan design. The consensus representative will be polled and must indicate whether or not his/his bargaining unit can support consensus on a plan design or premium issue (or, in the last year of the contract, the continuation of the consensus model into the future contract). In all cases, if a consensus decision is reached, both the union and the county agree to be bound by the decision, pending County Administration approval.
5. There will be a total of 17 eligible “consensus representatives,” one representing each bargaining unit, and 8 management members from County Benefits and Labor Relations staff who will also be considered eligible “consensus representatives”.
6. One Business Agents/ attorney representative from each unit, as well as a Council 5 staff member may attend LMHCC meetings and may be the consensus representative/ alternate for a particular local if that is the desire of the particular union/local.
7. Representatives (or alternates) to LMHCC must be present at multiple meetings, particularly during July/August of each year, to provide their bargaining unit’s opinion on any consensus decision. If a representative/ alternate is not present, the LMHCC will proceed without their input.
8. Early in each year if determined necessary by the parties, a mediator will be asked to train the LMHCC on the concepts of facilitation and to explain how the consensus process differs from a negotiations or a voting process. The parties may also choose to continue to call upon the mediator as a facilitator if needed.
9. All Union representatives and County representatives must be in consensus to reach a decision. The parties understand that a representative’s consent to a decision indicates a willingness to accept the decision, not necessarily full endorsement.
10. A consensus decision must be reached by August 31<sup>st</sup> to allow for appropriate timing of open enrollment.
  - i. If full consensus on premium amount and plan design is reached by August 31<sup>st</sup> of any year 2019, 2020, 2021, the consensus plan will be submitted to County Administration for final approval.
  - ii. If full consensus on premium amount and plan design is not reached by 8/31 of any year 2019, 2020, 2021, the decision on premium and plan design for that year will revert back exclusively to County Administration. The Labor Relations Director will present to the County any potential items/topics on which consensus was reached as well as the items/topics in dispute.
11. In addition, during the last year of the contract, the LMHCC will attempt to reach a consensus recommendation regarding the premium amount and plan design for the first year of the new contract, as well as a consensus decision regarding whether or not to recommend continuation of the LMHCC consensus model.
  - i. If consensus on plan design and premium amount is not reached by 8/31 of the negotiations year, the parties will revert to the negotiation process as they have in the past. The employer shall present their proposal for changes to plan design and premium in the traditional contract negotiation format.
  - ii. If a consensus on whether or not to continue the consensus model is not reached by 8/31 of the negotiations year, the parties will revert to the negotiation process as they have in the past.
  - iii. In all cases the amount of employee contribution under the new contract remains subject to negotiations.
12. It is understood that the County’s recommended rate need for the health plan, as well as the County’s assessment of the plan’s status vis-a-vis the Cadillac tax is determined in consultation with actuaries and is not subject to the consensus process outlined below. (The parties acknowledge the Cadillac tax will not be a factor during the term of this agreement)
13. Use of the County’s reserves or other financial assets is not an appropriate topic for the consensus discussions. The LMHCC is charged with finding a consensus recommendation regarding premium and plan design that does not include the use of reserves. The LMHCC may choose to submit a separate recommendation (or not) regarding the reserves, which County Administration may consider with no obligation to agree. In all cases, the County Administration retains sole discretion on any decision regarding the reserves. Any decision by the County to use reserves in the future will be timely shared with the LMHCC in order to incorporate such information into discussions leading to consensus.
14. Neither the consensus process nor a negotiations process will be used for changes mandated by law or a vendor. However, the parties will negotiate the effects of any such changes.

15. The county reserves any and all rights with regard to benefit plan administration and policy unless specifically identified in this document or in the collective bargaining agreement. Nothing herein waives, expressly or implied, the Union's right to negotiate any mandatory subject of bargaining.
16. There is no implied commitment by either party to the consensus process beyond the term of this contract. Prior to August 31 of the last year of the contract, the LMHCC will determine any continuation terms as described above.

Signature Page Contract No. 199558

WITNESSES:

HENNEPIN COUNTY

[Signature]  
[Signature]

By: [Signature]  
Chair of its County Board

And: [Signature]  
County Administrator

DATE:  
7/10/2019

ATTEST: [Signature]  
Deputy/Clerk of the County Board

And: [Signature] 7/11/19  
Chief Labor Relations Officer

[Signature] 7/10/2019  
Labor Relations Representative

Reviewed by the County  
Attorney's Office

[Signature]

Date July 24, 2019

HENNEPIN COUNTY PROFESSIONAL SOCIAL  
WORK SUPERVISORY EMPLOYEES  
INDEPENDENT ORGANIZATION

[Signature] 7/10/19  
SWUS President