

Agreement Number: A165500

Agreement Between  
HENNEPIN COUNTY  
and the  
HENNEPIN COUNTY SUPERVISORS ASSOCIATION

January 1, 2016 - December 31, 2018

**Note:** New language is ***bold/italic and or shaded***. Please exercise care in administering such new language. Contact your Labor Relations Representative at 612-348-5010 with any questions.

**Table of Contents**

ARTICLE 1 - PREAMBLE.....4

ARTICLE 2 - RECOGNITION.....4

ARTICLE 3 - DEFINITIONS .....4

ARTICLE 4 - ASSOCIATION SECURITY .....5

ARTICLE 5 - EMPLOYER AUTHORITY .....7

ARTICLE 6 - SENIORITY.....7

ARTICLE 7 - GRIEVANCE PROCEDURE.....8

ARTICLE 8 - NO STRIKE-NO LOCKOUT.....10

ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY.....10

ARTICLE 10 - HOLIDAYS.....12

ARTICLE 11A - VACATIONS .....13

ARTICLE 11B – PAID TIME OFF (PTO).....14

ARTICLE 12A - SICK LEAVE.....16

ARTICLE 12B – FROZEN SICK LEAVE .....17

ARTICLE 13 - LEAVES OF ABSENCE.....17

ARTICLE 14 – INJURY ON DUTY LEAVE .....18

ARTICLE 15 - ABSENCE WITHOUT LEAVE .....19

ARTICLE 16 - LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS.....19

ARTICLE 17 - FUNERAL LEAVE.....19

ARTICLE 18 - MILITARY LEAVE OF ABSENCE WITHOUT PAY .....19

ARTICLE 19 - MILITARY RESERVE TRAINING.....19

ARTICLE 20 - COURT DUTY.....19

ARTICLE 21 - ELECTION DAYS .....20

ARTICLE 22 - TIME OFF FOR TESTING .....20

ARTICLE 23 – INSURANCE .....20

ARTICLE 24 - SEVERANCE PAY.....25

ARTICLE 25 - STABILITY ADJUSTMENTS .....26

ARTICLE 26 - PART-TIME / **LIMITED DURATION EMPLOYEES**.....26

ARTICLE 27 - WORK UNIT VACANCIES.....27

ARTICLE 28 - WORK RULES .....27

ARTICLE 29 - PERFORMANCE EVALUATIONS.....28

ARTICLE 30 - EDUCATIONAL ASSISTANCE/TRAINING .....28

ARTICLE 31 - FITNESS FOR DUTY.....28

ARTICLE 32 - MEET AND CONFER .....29

ARTICLE 33 - DISCIPLINE .....29

ARTICLE 34 - EMPLOYEE ASSISTANCE .....30

ARTICLE 35 - NON-DISCRIMINATION .....30

ARTICLE 36 - SCOPE OF AGREEMENT.....30

ARTICLE 37 - SAVINGS CLAUSE.....30

ARTICLE 38 - **SPECIAL** LEAVE WITHOUT PAY .....30

ARTICLE 39 - AUTOMOBILE TRAVEL EXPENSES .....31

ARTICLE 40 - RIGHT OF CONTRACTING SERVICES .....31

ARTICLE 41 - SALARY RATES.....31

ARTICLE 42 - TRAINEES .....32

ARTICLE 43 – CLOTHING ALLOWANCE .....33

ARTICLE 44 – JAIL MEALS .....33

ARTICLE 45 – TERM OF AGREEMENT .....33

ATTACHMENT A.....34

ATTACHMENT B.....35

ATTACHMENT C.....36

**Consensus Model Based Insurance Proposal and LMHCC Structure**.....37

## ARTICLE 1 - PREAMBLE

This AGREEMENT, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and the Hennepin County Supervisors Association as identified in the Article herein titled "Recognition," hereinafter called the ASSOCIATION. The parties hereto agree as follows:

## ARTICLE 2 - RECOGNITION

**Section 1.** The EMPLOYER recognizes the ASSOCIATION as the exclusive representative for the following unit of **Hennepin County** employees under the Public Employment Labor Relations Act (PELRA) MS 179A.01-.30.

1. That the appropriate bargaining unit for first level supervisors of Employer, subject to provisions of the Public Employment Labor Relations Act (PELRA) MS 179A.01-30, is all first level supervisory employees working at least either 14 hours per week or 35% of the normal work week and more than 67 days per calendar year, excluding confidential employees, supervisors in the Social Work Supervisors Unit, the Sheriffs Supervisors Unit, Middle Management Unit and Executive Level Managers Unit.
2. That the job classes listed in the Attachment A hereto comprise the total Employer First Level Supervisors Bargaining Unit as of the date of this stipulation. Should there be a dispute between the parties regarding job classes added or removed in the future, or whether an individual position should be in the unit, such dispute shall be submitted to Bureau of Mediation Services (herein after BMS) for a determination.
3. That if in the future a majority of employees in any Employer first level supervisory job class not already represented chooses association representation, such job class shall be accreted to the Employer Supervisory Bargaining Unit. Such accretion shall be accomplished by filing a petition with BMS and a finding by BMS, through a card count, that there is a majority interest in association representation among employees in the job class proposed for accretion.

**Section 2.** The ASSOCIATION recognizes the Labor Relations Representative designated by the Labor Relations Director, as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this AGREEMENT. No agreement establishing terms and conditions of employment or other matters made between the ASSOCIATION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER's designated Labor Relations Representative is affixed thereon.

**Section 3.** The EMPLOYER agrees not to enter into any agreements establishing terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

**Section 4.** Disputes which may occur between the EMPLOYER and the ASSOCIATION over the inclusion or exclusion of job classes, with respect to the bargaining unit identified in Section 1 of this Article, may be referred to the BMS for determination in accordance with applicable statutory provisions. Determination by the BMS shall be subject to such review and determination as provided by statute and rules and regulations promulgated thereunder.

**Section 5.** If the EMPLOYER establishes new job classes within the bargaining unit identified in Section 1 of this Article, both parties agree to negotiate on wages. However, it is understood that all other terms and conditions of this AGREEMENT will apply.

## ARTICLE 3 - DEFINITIONS

The following terms used in this AGREEMENT shall be defined as follows:

- A. **BASE PAY RATE:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium longevity or any other special allowances.
- B. **CLASS:** One or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title can be used with clarity to designate each position; that similar general qualifications are needed for the performance of duties; that comparable selection procedures may be used to recruit employees, and that the same schedule of compensation can be applied to all positions.
- C. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
- D. **CURRENT:** Shall mean the present time period as designated such as hour, day, month, year.
- E. **DAYS:** Unless otherwise indicated, means calendar days.

- F. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and a lower salary range maximum.
- G. **DEPARTMENT:** The term department(s) as referenced in this AGREEMENT shall be those established by the EMPLOYER in its organizational structure. For reference purposes, a current description of such department(s) is included in Attachment B.
- H. **EMERGENCY:** An unforeseen crisis situation or condition so defined by the EMPLOYER.
- I. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition," who has been employed on the basis of regular appointment to a continuing position.
- J. **EMPLOYER:** County of Hennepin or its designated representative(s).
- K. **FULL TIME:** A work schedule equivalent to an average of 2,080 regular hours per year.
- L. **LAY OFF:** 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 shall be considered a layoff.
- M. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
- N. **LIMITED DURATION EMPLOYEE:** *Limited duration employees include the following three categories of regular employees: (a) regular employees who are hired for six (6) months or less; (b) an employee appointed to a regular position that is expected to last for more than six (6) months but less than two (2) years; or (c) regular employees whose work schedule is intermittent, non-continuous or irregular in nature regardless of the anticipated duration of the appointment.*
- O. PART TIME:** An individual so designated by the EMPLOYER whose normal work schedule consists of fewer hours than the full-time schedule.
- P. PROBATIONARY PERIOD:**
  - (1) Newly Employed: The first six (6) calendar months of service of newly hired, rehired or reinstated employees. (The probationary period for reinstated employees may be modified or waived at the discretion of the EMPLOYER, provided such modification or waiver is stated in writing.)
  - (2) Promotional and Transfer: The first six (6) calendar months of service following a promotional appointment or a transfer.
- Q. PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification with a higher salary range maximum.
- R. REGULAR EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition" who has completed the required probationary period for newly employed, re-employed or reinstated employees, who has been employed on the basis of regular appointment to a continuing position.
- S. REGULAR HOURS:** Time on compensated payroll status exclusive of any form of premium pay or allowance.
- T. REINSTATEMENT:** Re-employment of a former regular or probationary employee in a work classification to which he/she was assigned prior to termination.
- U. STEWARD:** An employee designated by the ASSOCIATION for the purposes of communicating with the EMPLOYER on matters of interest to either party.
- V. **TERMINATION IN GOOD STANDING:** Any termination other than dismissal for disciplinary reasons and for which terminating employee has given the required minimum notice in advance of leaving.

#### ARTICLE 4 - ASSOCIATION SECURITY

##### Section 1. In recognition of the ASSOCIATION as the exclusive representative:

- A. The EMPLOYER shall once each month deduct an amount sufficient to provide the payment of regular dues established by the ASSOCIATION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the ASSOCIATION. Only the duly certified exclusive representative shall be granted payroll deduction of dues for employees covered by this AGREEMENT.
- B. The EMPLOYER shall remit such deductions monthly to the appropriate designated officer of the ASSOCIATION with a list of the names of the employees from whose wages deductions were made.
- C. The ASSOCIATION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld.
- D. Such dues deductions shall be cancelled by the EMPLOYER upon written request by the employee.

- E. *The EMPLOYER will provide to the ASSOCIATION the electronic add/drop report each pay period and the electronic quarterly report at no charge to the ASSOCIATION (monthly data is available on the quarterly reports). The EMPLOYER will charge the ASSOCIATION \$25.00 for production of a report request that varies from this schedule.*

**Section 2.** The ASSOCIATION 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 under the provisions of this Article.

**Section 3.** The ASSOCIATION may designate certain employees from the bargaining unit to act as stewards and shall, within thirty (30) days of the execution of this AGREEMENT and upon occurrence of any change thereafter, certify to the EMPLOYER a current list of business representatives, officers and stewards who are authorized by the ASSOCIATION to investigate and present grievances to the EMPLOYER. The EMPLOYER agrees to recognize such representatives for the purpose of investigating and presenting grievances to the EMPLOYER subject to the following stipulations:

- A. *The EMPLOYER will allow a reasonable number of stewards, designated from the bargaining unit by the ASSOCIATION, for sufficient union representation given the locations, schedules, departments and classifications covered by the bargaining unit.*
- B. Not more than one employee representative (steward or officer) will be authorized time off with pay to investigate or present any one grievance matter to the EMPLOYER. Nothing in this clause is intended to limit the number of ASSOCIATION stewards who may request to use their own time (vacation, compensatory, or time without pay) to investigate and present grievances.
- C. Bargaining unit employee stewards and officers may leave their work stations with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work stations. Concurrence of the supervisor to leave a work station for ASSOCIATION business will be limited to the investigation and presentation of grievances to the EMPLOYER.

**Section 4.** Non-employee business representatives of the ASSOCIATION as previously designated to the EMPLOYER as provided herein may, with concurrence, of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances.

**Section 5.** The ASSOCIATION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines or assessments, meetings or other ASSOCIATION activities on the EMPLOYER's time.

**Section 6.** The ASSOCIATION may use the EMPLOYER's facilities for ASSOCIATION business with prior approval of the EMPLOYER.

The ASSOCIATION shall have access to the EMPLOYER's internal mail distribution system and electronic (e-mail) system consistent with the practice existing on the effective date of this agreement. However, the ASSOCIATION agrees to request prior authorization from the EMPLOYER's Labor Relations Department prior to use of the e-mail system for any mass communication.

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

**Section 8.** Employees have the right to join or to refrain from joining the ASSOCIATION. Neither the EMPLOYER nor the ASSOCIATION shall discriminate against or interfere with the rights of employees to become or not to become members of the ASSOCIATION and further, there shall be no discrimination or coercion against any employee because of ASSOCIATION membership or nonmembership. The ASSOCIATION shall, in its responsibility as exclusive representative of the employees, represent all employees without discrimination, interference, restraint or coercion.

**Section 9.** Nothing in this AGREEMENT shall 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 5 - EMPLOYER AUTHORITY

The ASSOCIATION 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, re-employment or reinstatement.

- A. Seniority is not interrupted during the period an employee is on approved leave, including leave for ASSOCIATION 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. If in the event of layoff or recall from layoff two or more employees possess the same seniority date, seniority in such cases shall be in order of the date of acquisition of regular status in the class from which layoff is to occur or has occurred. If the tie cannot be broken by this method, seniority shall be determined by the last four digits of the employee's Social Security Number, with the employee having the highest such number being the more senior.
- C. Seniority in work classes covered by this AGREEMENT shall be retained and continue to accrue during the probationary period if an employee leaves a unit covered by this AGREEMENT for another position with the EMPLOYER because of promotion, demotion or transfer.

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

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

**Section 3.** Seniority lists shall contain the names of bargaining unit employees by department and class arranged in order of most to least senior.

- A. Upon request of the ASSOCIATION, but not more often than once each calendar year, the EMPLOYER shall establish a seniority list for the designated class(es) within the unit. A seniority list shall also be established for affected class(es) and unit(s) at least ten (10) calendar days prior to the effective date of a layoff. A copy of seniority lists when established shall be furnished to the ASSOCIATION's designated representative.
- B. Employees and the ASSOCIATION shall be obligated to notify the EMPLOYER by certified mail of any error in the seniority list within thirty (30) days of the date the seniority list is furnished to the ASSOCIATION's designated representative. Within thirty (30) days of notification of errors, the EMPLOYER shall correct errors in the seniority list and furnish the corrected list to the ASSOCIATION's designated representative. If no error is reported within thirty (30) days after the date the seniority list is furnished or within thirty (30) days after the date a correction in such list is furnished to the ASSOCIATION's designated representative, the list will stand correct as posted.

**Section 4.** Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of:

- A. Layoff, which shall 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 shall 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 shall automatically have terminated his/her employment.
- C. If a senior employee requests exercise of seniority rights over a less senior employee for purposes of 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) and work location of the least senior employee.

**Section 5.** The EMPLOYER shall issue written notice of layoff or recall from layoff to affected employees at least ten (10) calendar days in advance of the effective date. Such notice shall be made by certified mail to the employee's last known address as shown by the EMPLOYER's records except when the employees are present at the work site to receive notice.

**Section 6.** Assignment of employees to designated departments shall be at the discretion of the EMPLOYER.

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

The above provisions shall not apply to the seniority list established by the EMPLOYER and provided to the ASSOCIATION prior to the effective date of a layoff as provided in Section 3A herein.

**Section 8.** Employees on layoff will be recalled to fill vacancies in other classes and departments for which qualified, provided they may not exercise seniority rights to create such vacancies. Such employees may waive the recall if the salary rate offered by the EMPLOYER for the position to which recalled is more than twenty (20%) percent below the salary rate of the employee when laid off. The name of an employee so recalled will remain on the layoff list for the class from which laid off, subject to the conditions and limitations set forth in this AGREEMENT.

The parties agree to provide employees who are laid off and in the "Alternative Placement Process" the opportunity to state their preference when there is more than one placement opportunity available to them. (The EMPLOYER would be obligated to take the employee's preference into consideration but would not be required to grant the employee's preference).

The parties agree that if there are alternative placement opportunities available and placement is not accomplished within 2 weeks of the layoff notice, the ASSOCIATION may appeal the matter to the County Ombudsperson. If placement is not accomplished within 3 weeks of the layoff notice, and if there is an alternative placement opportunity available, the employee will be compensated at the rate of the available position subject to offset by any County derived earnings (i.e. temporary or intermittent wages, or reemployment Insurance).

#### ARTICLE 7 - GRIEVANCE PROCEDURE

**Section 1.** A grievance shall 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, EMPLOYER Human Resources Rules, or departmental personnel rules, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved employee(s) shall be precluded from making an appeal under this grievance procedure.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363.01 - 20, 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, shall be processed in the following manner:

**Step 1: INFORMAL.** An employee claiming a violation concerning the interpretation or application of the express provisions of this AGREEMENT shall:

- A. Within **one (1) month** after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the ASSOCIATION representative, to his/her supervisor who is designated as appropriate for this purpose by the EMPLOYER.
- B. The supervisor shall give his/her oral or written answer within ten (10) calendar days after such presentation to the employee and his/her steward.



**Step 2: FORMAL.** If the grievance is not satisfactorily resolved in Step 1 and the ASSOCIATION wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing **or by electronic communication**, to the Department Head or his/her designated representative and to the Labor Relations Director or his/her designee within ten (10) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1-B.

The grievance appeal **is initiated in writing or by electronic communication** by the employee and the ASSOCIATION representative. The grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, and the relief requested. The Department Head and/or his/her designated representative shall discuss the grievance with the employee and the ASSOCIATION within ten (10) calendar days after the date presented at a time mutually agreeable to the parties. If no settlement is reached, the Department Head or his/her designated representative, shall give written answer to the ASSOCIATION representative within ten (10) calendar 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 ASSOCIATION and the Director of Labor Relations or his/her designee, by mutual agreement, jointly petition the Minnesota BMS for assistance in resolving the grievance after the employee and ASSOCIATION'S receipt of the EMPLOYER'S written answer in Step 2. The parties **will manage the mediation timelines as needed.**

**Section 4. ARBITRATION** - If the grievance is not settled in accordance with the foregoing procedure, the ASSOCIATION may refer the grievance to arbitration within ten (10) calendar days after the employee and ASSOCIATION'S receipt of the EMPLOYER'S written answer in Step 2 **or within ten (10) calendar days after the end of mediation as determined by the mediator.**

The parties shall mutually agree upon an arbitrator. If the parties are unable to agree, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Act and administered by the State of Minnesota BMS.

The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the ASSOCIATION representatives. The arbitrator shall notify the ASSOCIATION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the 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 shall be borne equally by the EMPLOYER and the ASSOCIATION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either party desires a 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 shall be shared equally.

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the ASSOCIATION, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall 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 shall 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 shall 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 5.** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee/ASSOCIATION may elect to treat the grievance as denied at that step. The ASSOCIATION may then immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and ASSOCIATION representatives involved in each step.

- Section 6.** Employees serving an initial probationary period shall have right of appeal only through Step 2 of this grievance procedure except for a grievance alleging an error in salary or benefits due.
- Section 7.** *Limited duration employees (except for an employee whose work schedule is intermittent, non-continuous or irregular in nature) and employees serving in the unclassified service shall have a right of appeal only through Step 2 of this grievance procedure.*
- Section 8.** Regular employees serving a promotional probationary period shall have right of appeal under this grievance procedure provided that such employee(s) shall not have right to appeal beyond Step 2 of this grievance procedure a demotion to his/her previous classification upon failure to satisfactorily complete the required promotional probationary period. When feasible, a demoted employee shall be returned to the geographical area from which originally promoted.
- Section 9.** The grievant shall not suffer loss of regular pay while the grievant's presence is necessary at a grievance presentation meeting with the EMPLOYER or an arbitrator, except where such grievance presentation meeting or arbitration hearing occurs during the period the grievant has been removed from his/her job for disciplinary reasons. The time spent by the grievant in an arbitration hearing shall not be counted as time worked for overtime eligibility.

#### **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 ASSOCIATION agrees that neither the ASSOCIATION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, 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 shall be instituted by the EMPLOYER during the life of this AGREEMENT provided Section 1 of this Article is not violated by employees or the ASSOCIATION.

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

- Section 1.** This Article is intended only to define the normal hours of work and to provide the basis for the calculation of premium pay, if any. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- Section 2.** A payroll period shall be an averaged eighty (80) hours of work within a fourteen (14) calendar day period, except as may otherwise be defined in this AGREEMENT.
- Section 3.** Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER.
- A. Where staffing schedules are routinely subject to change, a staffing schedule showing the regular work days and work hours of all employees shall normally be prepared and posted at least fourteen (14) calendar days in advance of their effective date. Such staffing schedules, once posted, will only be modified when necessitated by unscheduled employee absences and unscheduled changes in work load. Employees may mutually agree to exchange days, shifts or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime.
- B. If changes concerning length and/or start and end of shifts for a work unit are to be made in existing full-time shifts, the EMPLOYER shall notify the ASSOCIATION in advance of implementing the proposed changes and will provide the ASSOCIATION the opportunity to meet and confer with respect to the proposed changes and their effect on employees. Such meet and confer sessions shall be conducted prior to the implementation of the change, except where an emergency or other unpredictable condition makes this impractical.
- Section 4.** A. Employees in the Chemical Health Unit Supervisor, Corrections Supervisor and Human Services Supervisor job classes shall not be eligible for overtime compensation except when prior approval is given based on the need for necessary emergency work directly related to client service or any urgent work directly related to the critical business of the EMPLOYER.

- B. Overtime shall be compensated by cash or compensatory time off on an hour for hour basis for an employee working in excess of 80 hours in a payroll period, at the discretion of the EMPLOYER. A combination of cash overtime and compensatory time may be earned up to a rolling maximum of forty (40) hours. Compensatory time may not be carried into the next calendar year. Any compensatory time remaining at the end of the second payperiod ending in December will be paid out in cash. Compensatory time earned after the end of the second payperiod ending in December, but prior to January 1, shall be carried forward into the next calendar year. All paid hours, with the exception of sick leave, shall count as time worked for computing overtime pay.
- C. Effective January 4, 2009, for employees in the **Sheriff's Detention Sergeants and Telecommunicator Sergeants** job classes, worked hours in excess of their assigned "work period" as referenced in the Fair Labor Standards Act (FLSA), Section 207 (k) shall be overtime and compensated at one and one-half (1.5) times the employees base rate of pay or one and one-half compensatory time for each hour worked, subject to the provision that no employee shall be eligible for overtime unless prior approval of the overtime work was granted by the employee's immediate supervisor or his/her designee.

An employee's "work period" shall be designated by the EMPLOYER and may range from seven (7) consecutive days to twenty-eight (28) consecutive days in length. Employees shall be eligible for overtime when hours worked in their assigned "work period" exceeds the corresponding "Maximum Hours Standards" as provided in the FLSA for Law Enforcement.

**For Sheriff's Detention Sergeants and Telecommunicator Sergeants,** overtime shall be paid either in cash or compensatory time at the discretion of the EMPLOYER, provided that an employee may carry up to 24 hours of compensatory time, which shall be used or cash payment made at the EMPLOYER'S discretion. Employees may express their preference for compensatory time or cash payment for their approved overtime earnings.

- D. Sheriff's Detention Sergeants and Telecommunicator Sergeants are eligible for overtime compensation if obligated, through assignment by a supervisor, to remain on duty or come in outside of scheduled hours. Assignments requiring overtime compensation include but are not limited to exceptional work, unique business requirements, special time sensitive projects, year-end or seasonal work, double-back assignment (less than sixteen hours off between shifts), or events requiring supervisor(s) involvement due to common practice or policy.

**Section 5.** Employees shall be available for extra hours, holidays and night shifts when assigned to such unless excused by the EMPLOYER.

**Section 6.** Should the EMPLOYER intend to institute flex time, job sharing or work tasking, it shall first meet and confer on any of the above-mentioned items with the ASSOCIATION.

**Section 7.** 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 40 or more continuous regular hours, the employee shall be paid for all such hours at the employee's current salary rate when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or one (1) step higher than the employee's current salary, whichever is greater. In order to qualify for such higher rate, the employee must perform that work which distinguishes the higher classification from the employee's regular class in terms of level of responsibility, types of duties, and/or quality and quantity. Rotation of employees through a position in a higher class for the purpose of avoiding payment of out of class pay is a violation of the intent of the out of class pay agreement.

**Section 8.** Work shifts shall be considered part of the day and date on which they begin.

**Section 9.** Employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skills shall be compensated for such work according to the following terms and conditions:

- A. Full-time employees who are regularly required to use foreign language or sign language skills in addition to other job duties shall receive a salary differential of \$47.50 per payroll period. This differential shall be pro-rated on the basis of scheduled hours for part-time employees. This differential will be in effect for all compensated hours including compensated leaves.

B. Employees who provide foreign language or sign language interpretation on an occasional or irregular basis at the request of the EMPLOYER shall receive \$9.50 in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed \$47.50 for any one payroll period.

Section 10. **In 2016**, a shift premium of **ninety-five (\$.95)** cents per hour in addition to the base pay rate will be paid to any employee regularly assigned to a work shift where at least five (5) hours of the shift worked are between 5 p.m. and 5 a.m. In **2017**, the shift premium will be **one dollar (\$1.00)** per hour.

In **2016**, all employees required to work on Saturday or Sunday will be compensated at the rate of **ninety (\$.90)** cents per hour for each hour worked. In **2017**, the weekend differential rate will be **one (\$1.00) dollar** per hour. Compensation under this section will be in addition to the employee's regular salary and will be earned for the entire period worked, provided at least five hours of the shift worked fall on the day for which the additional compensation is being paid.

Section 11. A Detention Sergeant who is scheduled to appear in court, or who is called to duty during his/her off duty time shall receive a minimum of three (3) hours at the employee's base pay rate. Such payment shall be in cash or compensatory time off as determined by the EMPLOYER. Any off duty employee who is directed by the Sheriff to remain available for court appearance shall be compensated at one-half (1/2) their base pay rate. Such compensation shall be either in cash or compensatory time off as determined by the EMPLOYER. At the option of the employee, the cash or compensatory time may be applied against any makeup time owed by the employee.

**Section 12. Effective with the date of the County Board's approval of this agreement, Corrections Supervisors who work at the Adult Correction Facility, the County Home School and the Juvenile Detention Center, who are required to attend meetings in their off time, specifically meetings that are not extensions or an early report, will be paid a minimum two (2) hours regular pay when they attend these meetings.**

#### ARTICLE 10 - HOLIDAYS

Section 1. Employees shall be entitled to compensated time off for designated holidays. Designated holidays shall be eight (8) hours each and are as follows:

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

Section 2. Human Services Supervisors who are assigned to work a holiday with the exception of Christmas Eve Day shall receive compensation of two and one-half (2 1/2) times their base pay rate for hours worked on the holiday. Employees who work the Christmas Eve holiday shall receive compensation of two (2) times their base pay rate for hours worked on that holiday. Employees for whom a legal holiday is a scheduled day of work shall be paid at their base pay rate for work performed on the legal holiday. Compensation for holiday hours worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER.

**If and/or when the EMPLOYER reinstates 6-3 schedules for Detention Sergeants and/or Telecommunicator Sergeants, the following terms will apply:**

Detention Sergeants who work 6-3 schedules with 8 hour days shall be credited (through their schedule) with holiday benefits.

Detention Sergeants who work 6-3 schedules of 8.5 hour days shall receive a deferred holiday off for each holiday

unless the holiday falls on a regularly scheduled work day and the employee, with supervisory approval manages to get the day off. Then the day is considered a paid holiday and no deferred holiday is granted.

- Section 3.** Except for operations which are seven (7) days per week and twenty-four (24) hours per day, when a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday.
- Section 4.** Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.
- Section 5.** Employees may observe a religious holiday on days which do not fall on Sunday or a legal holiday. Observance of such religious holiday shall be charged against accumulated vacation, compensatory leave or taken as leave without pay. The EMPLOYER may arrange to have the employee work 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 absence of such employee will not substantially interfere with the department's function.

**ARTICLE 11A - VACATIONS**

- Section 1.** All full-time employees shall be eligible for vacation leave benefits at their current base pay rate except newly employed, re-employed or reinstated employees, who shall not be eligible to utilize vacation benefits during the first one thousand forty (1,040) compensated regular hours of employment.
- Section 2.** Full time employees shall accrue vacation benefits in accordance with the following schedule:

<u>Total Length of Service Since Most Recent Date of Hire</u>	<u>Annual Vacation Accrual 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 shall not accumulate in excess of two hundred eighty (280) hours. The EMPLOYER shall not be responsible for managing an employee's vacation leave balance so as to ensure no loss of the benefit because the balance is at or near the 280 hour limit. Correspondingly, the EMPLOYER will not force employees to take vacation for such purpose.
- Section 4.** Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's written approval. The forty-eight (48) hour advance notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER shall respond in writing to written employee vacation requests within seven (7) calendar days of the date the request is received provided the request is received by the EMPLOYER at least seven (7) calendar days prior to the beginning of the requested vacation period. Such EMPLOYER approval must be received by the employee in order for such vacation request to be considered approved. Vacations, once approved, shall not be cancelled by the EMPLOYER except for unforeseen circumstances.
- Section 5.** When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER shall consider seniority, job assignment and order of submission in granting such requests.
- Section 6.** Upon the complete termination of employment, employees shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be paid at the employee's base pay rate at the time of

termination, and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

- Section 7.** Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.
- Section 8.** At the discretion of the Department Director, employees hired after the execution date of this 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 purposes of retaining a valuable employee.
- Section 9.** Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of the County Administrator, cash-out up to forty (40) hours of vacation. In order to convert such vacation to cash, the employee must, during Open Enrollment of the payroll year PRIOR to conversion, submit to the EMPLOYER in writing, the specific number of vacation hours requested for conversion. The EMPLOYER shall convert such vacation to cash in February of 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 December 21, 2009:

Employees hired on or after December 21, 2009 may choose either paid time off (PTO) or the traditional Vacation/Sick Leave Programs described in Articles 11A and 12A of this AGREEMENT. This one-time choice shall be irrevocable and must 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 shall 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 December 21, 2009:

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

Paid Time Off (PTO) Schedule 2

<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.** Employees hired on or after December 21, 2009, who made a one-time irrevocable choice between the Vacation/Sick Leave programs and the PTO Schedule 1 program, will retain their irrevocable choice.

- Section 4.** 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 5.** For employees who choose paid time off (PTO), paid time off (PTO) and vacation hours shall be combined and referred to as paid time off (PTO). However, no employee may accrue more than 480 hours of paid time off (PTO). The EMPLOYER shall not be responsible for managing an employee's paid time off (PTO) balance so as to ensure no loss of benefit because the balance is at or near the 480 hour limit. Correspondingly, the EMPLOYER will not force an employee to take paid time off (PTO) for such purpose.
- Section 6.** Requests for paid time off (PTO) must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's written approval. The forty-eight (48) hour notice requirement may be waived in the event of illness, or if in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER shall respond in writing to written employee paid time off (PTO) requests within seven (7) calendar days of the date the request is received provided the request is received by the EMPLOYER at least seven (7) calendar days prior to the beginning of the requested paid time off (PTO) period. Such EMPLOYER approval must be received by the employee in order for such vacation request to be considered approved. Paid time off (PTO), once approved, shall not be cancelled by the EMPLOYER, except for unforeseen circumstances.
- Section 7.** 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 shall consider seniority, job assignment and order of submission in granting such requests.
- Section 8.** Upon complete termination of employment, regular employees shall be eligible to receive their unused accumulated paid time off (PTO) as a severance payment. Any paid time off (PTO) severance shall be paid at the employee's base pay rate at the time of termination.
- Section 9.** At the discretion of the Department Director, employees hired after December 21, 2009, may receive paid time off (PTO) accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Department Director, additional paid time off (PTO) accrual may be granted for purposes of retaining a valuable employee.
- Section 10.** Employees may use paid time off (PTO) to pay for approved health and fitness activities to a maximum of \$2,000 per year. Where applicable, this language shall be coordinated with Article 12A, Sick Leave, Section 10, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totalling more than \$2,000 per year.
- Section 11.** 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 shall be determined in accordance with the provisions of the article herein titled "Seniority." An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the EMPLOYER. If the employee fails to furnish conclusive evidence that the absence from duty is necessary, or if the employee fails to undergo an evaluation or furnish a medical report as requested by the EMPLOYER in accordance with the article herein titled "Fitness for Duty", the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the article herein titled "Absence Without Leave."
- Section 12.** Employees who consistently fail to provide adequate notice prior to the use of paid time off (PTO), shall be subject to disciplinary action or shall be required to submit medical verification attesting to the necessity of the leave from a medical authority.
- Section 13.** If an employee terminates employment in good standing by providing two (2) weeks written notice, such employee shall be paid for any unused paid time off (PTO) balances at the employee's base pay rate. If the employee fails to provide such required notice, the EMPLOYER shall exclude eighty (80) hours of paid time off (PTO) to which the employee may be otherwise entitled.
- Section 14.** If an employee joins the bargaining unit having participated in the EMPLOYER's paid time off (PTO) Program, such

employee shall retain paid time off (PTO) at their existing PTO Schedule 1 or 2.

- Section 15.** Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of the County Administrator, cash-out up to forty (40) hours of Paid Time Off (PTO). In order to convert such PTO to cash, the employee must, during Open Enrollment of the payroll year PRIOR to conversion, submit to the EMPLOYER in writing, the specific number of PTO hours requested for conversion. The EMPLOYER shall convert such PTO to cash in February of the payroll year 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 shall be earned by employees at the rate of .046154 hours for each hour of service except that newly hired, re-employed or reinstated employees who have completed less than six (6) months of service, shall earn sick leave benefits at the rate of .030769 hours for each hour of service.
- Section 2.** Sick leave benefits shall only accrue when an 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 shall 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 shall be paid for his/her accumulated unused sick leave at the employee's base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."
- Section 5.** The term "immediate family" is limited to grandchild, step-grandchild, adopted grandchild, foster grandchild, child, stepchild, adopted child, foster child, adult child, spouse, sibling, parent, stepparent, mother-in-law, father-in-law, 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 grandchild, step-grandchild, adopted grandchild, foster grandchild, adult child, spouse, sibling, parent, stepparent, mother-in-law, father-in-law, grandparent and an 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 shall be subject to approval and verification by the EMPLOYER who may, after three (3) consecutive days' absence, require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the EMPLOYER deems necessary, as provided in the Article herein titled "Fitness for Duty." Employees whose use of sick leave is habitual, patterned or inappropriate may be required to submit such report for absences of less than three (3) days duration.

- Section 6.** Sick leave benefits when authorized shall be paid at the employee's current base pay rate.
- Section 7.** To be eligible for sick leave payment, an employee must notify his/her supervisor or his/her designee as soon as possible but not later than the starting time of his/her scheduled shift. This notice may be waived if the employee can conclusively establish that he/she could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee.
- Section 8.** A disabled employee who, because of illness or injury, has exhausted all sick leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority."



An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the EMPLOYER. If the employee fails to furnish conclusive evidence that the absence from duty is necessary, or if the employee fails to undergo an evaluation or furnish a medical report as requested by the EMPLOYER in accordance with the Article herein titled "Fitness for Duty," the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the Article herein titled "Absence Without Leave."

**Section 9.** All sick leave that has been accumulated by an employee shall be cancelled upon the date of separation from the **EMPLOYER**.

**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 **EMPLOYER** and later returns to a regular position, previous time **with the EMPLOYER** will only be used for purposes of determining vacation/PTO eligibility. Sick leave hours and stability 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 shall be limited to inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by a medical authority.

**Section 3.** Upon complete termination of employment in good standing of any regular employee, such employee shall be paid for his/her frozen sick leave balance at the employee's base pay rate subject to the limitations on severance payment stated in the article herein titled "Severance Pay".

**Section 4.** Frozen sick leave benefits, when authorized, shall be paid at the employee's current base pay rate.

**Section 5.** Employees who elect to participate in the EMPLOYER's paid time off (PTO) Program, shall not accrue sick leave, but rather shall accrue paid time off (PTO) consistent with Article 11B, Paid Time Off (PTO).

**Section 6.** Employees may utilize their frozen sick leave to pay for approved health and fitness activities to a maximum of \$2,000.00.

#### ARTICLE 13 - LEAVES OF ABSENCE

**Section 1.** Except as otherwise provided in this AGREEMENT, written request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the discretion of the EMPLOYER 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, shall be furnished to the employee in writing by the EMPLOYER within seven (7) working days of its receipt. All leave of absence requests shall be given reasonable consideration by the EMPLOYER.

**Section 3.** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deductions shall 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 and sick leave and paid time off (PTO) benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation/sick leave or paid time off (PTO) accruals for the period of leave without pay with the exception of approved military leave when required by law.
- Section 5.** A leave of absence for birth or adoption of a child shall be in accordance with the policy set forth in Section 12, Hours of Work and Leaves of Absence, of the Employer Human Resources Rules.
- Section 6.** All leaves of absence without pay shall 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 ASSOCIATION business or educational leave approved by the EMPLOYER in writing as non-cancelable for a specific duration shall not be subject to such cancellation. 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 7.** No leave of absence without pay shall be granted for the purpose of accepting or continuing other employment.
- Section 8.** 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 shall:
- 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 shall be reinstated to a vacant position from 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 **EMPLOYER** 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 shall 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 9.** A leave of absence for purposes of ASSOCIATION business shall be in accordance with Minnesota Statutes 179A.07, Subd. 6.

#### ARTICLE 14 – INJURY ON DUTY LEAVE

**Section 1.** Injury on Duty Leave for Detention Sergeants and Corrections Supervisors.

Detention Sergeant or Corrections Supervisor employees injured in the course of employment and thereby rendered incapable of performing job duties and responsibilities shall receive full wages during the period of incapacity, not to exceed the period equal to one hundred twenty (120) calendar days.

Such disabling injury shall be reported to the appointing authority immediately. Request for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave or PTO and shall be subject to the provisions of ARTICLE 16 entitled "LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS." Under no circumstances shall an employee who opts for this benefit receive compensation which is in excess of the employee's normal work day or normal work week or normal work period's compensation.

The provisions of this Article shall apply only to employees in the classifications of Detention Sergeant and Corrections Supervisor.

**Section 2.** Injury on Duty Leave for all other bargaining unit classifications.

An employee acting in his/her official capacity within the limits of the authority established by the EMPLOYER who receives a disabling injury during the performance of assigned official duties wherein the injury is sustained through a physical assault by a client or a member of the public, and wherein the employee has not contributed to the cause of the injury through negligence or provocation, may be granted leave with pay for any period of disability up to ninety (90) calendar days. Request for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave or PTO and shall be subject to the provisions of the contractual Article titled "Leave Benefits and Worker's Compensation Benefits."

#### **ARTICLE 15 - ABSENCE WITHOUT LEAVE**

Any absence of an employee from scheduled duty that has not been previously authorized by the EMPLOYER may 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 may be deemed to have resigned his/her employment, provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if the employee can conclusively establish to the EMPLOYER that the circumstances surrounding the absence and failure to request leave were beyond the employee's control.

#### **ARTICLE 16 - LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS**

Any employee who by reason of sickness or injury receives worker's compensation benefits may do either of the following:

- A. Retain the worker's compensation benefits and request to be placed on a medical leave of absence without pay, or
- B. Retain the worker's 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 shall not exceed the regular weekly base pay rate of an employee.

#### **ARTICLE 17 - FUNERAL LEAVE**

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

#### **ARTICLE 18 - MILITARY LEAVE OF ABSENCE WITHOUT PAY**

In accordance with the requirements and provisions of State and Federal laws, employees shall 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 shall be authorized only in cases where the employee has been officially called to active duty in the military service and shall be authorized only as long as the employee is in the service as required by the government.

#### **ARTICLE 19 - MILITARY RESERVE TRAINING**

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 shall receive full wages at his/her current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

#### **ARTICLE 20 - COURT DUTY**

**Section 1.** After due notice to the EMPLOYER, employees subpoenaed to serve as a witness in cases arising from or during the performance of their official duties, or called and selected for jury duty, shall 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, shall not be eligible to retain jury duty pay or witness fees and shall 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 shall 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 but as a plaintiff or defendant, shall not qualify for leave under this article and shall be charged against accumulated leave or be without pay.

**ARTICLE 21 - ELECTION DAYS**

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 shall be subject to disciplinary action.

**ARTICLE 22 - TIME OFF FOR TESTING**

**Section 1.** Employees who have applied for promotional or transfer opportunity and are scheduled to participate in an examination process scheduled during the employee's work time will be granted time off for such purpose if the EMPLOYER determines its service will not be unduly affected by the employee's absence. Employees granted such time off will normally be scheduled to make up the time either before or after the absence provided the makeup time shall not qualify the employee for any premium compensation for which the employee would not otherwise have been eligible. If the EMPLOYER determines it is not practicable to arrange for the time to be made up, the employee shall use earned leave for the absence or, if not available, take it without pay.

**Section 2.** Subject to the conditions set forth in Section 1 herein, and not more often than twice each calendar year, employees shall be compensated for an examination process administered during the employee's regularly scheduled working hours.

**ARTICLE 23 – INSURANCE**

**Section 1. Employee Contributions toward Health Premiums**

**A. 2016 Single Coverage**

<b>Standard Plan:</b>	<b>\$80.00/month, an increase of \$5.00/month.</b>
<b>Health Partners/Fairview Health</b>	<b>\$46.86/month, an increase of \$5.00/month.</b>
<b>HCMC/NorthPoint</b>	<b>\$13.72/month, an increase of \$5.00/month.</b>

**2016 Family Coverage**

**No change in the percentage of the employee's cost share. 2016 rates reflect an overall premium increase of 4.25%**

<b>Standard Plan</b>	<b>Single + Spouse</b>	<b>25.15%; or \$408.34/ month</b>
<b>Health Partners/Fairview Health</b>	<b>Single + Spouse</b>	<b>21.21% or \$327.16/month</b>
<b>HCMC/Northpoint</b>	<b>Single + Spouse</b>	<b>16.83% or \$245.98/ month</b>

<b>Standard Plan</b>	<b>Single + Child(ren)</b>	<b>25.14%; or 312.76/ month</b>
<b>Health Partners/Fairview Health</b>	<b>Single + Child(ren)</b>	<b>21.20% or \$250.56/month</b>
<b>HCMC/Northpoint</b>	<b>Single + Child(ren)</b>	<b>16.83% or \$188.36/ month</b>

<b>Standard Plan</b>	<b>Family</b>	<b>23.94%; or \$455.04/ month</b>
<b>Health Partners/ Fairview Health</b>	<b>Family</b>	<b>19.94%; or \$360.02/month</b>
<b>HCMC/Northpoint</b>	<b>Family</b>	<b>15.49%; or \$265.02/month</b>

**2017 Single Coverage**

<b>Standard Plan:</b>	<b>\$85.00/month, an increase of \$5.00/month over 2016.</b>
<b>Health Partners/Fairview Health</b>	<b>\$51.86/ month, an increase of \$5.00/month over 2016</b>
<b>HCMC /NorthPoint</b>	<b>\$18.72/month, an increase of \$5.00/month over 2016</b>

**2017 Family Coverage**

**No change in the percentage of the employee's cost share. Actual premiums for 2017 are TBD.**

<b>Standard Plan</b>	<b>Single + Spouse</b>	<b>25.15% (Employer pays 74.85%)</b>
<b>Health Partners/Fairview Health</b>	<b>Single + Spouse</b>	<b>21.21% (Employer pay 78.79%)</b>
<b>HCMC/Northpoint</b>	<b>Single + Spouse</b>	<b>16.83% (Employer pays 83.17%)</b>

<b>Standard Plan</b>	<b>Single + Child(ren)</b>	<b>25.14% (Employer pays 74.86%)</b>
<b>Health Partners/Fairview Health</b>	<b>Single + Child(ren)</b>	<b>21.20% (Employer pays 78.8%)</b>
<b>HCMC/Northpoint</b>	<b>Single + Child(ren)</b>	<b>16.83% (Employer pays 83.17%)</b>

Standard Plan	Family	23.94% (Employer pays 76.06%)
Health Partners/ Fairview Health	Family	19.94% (Employer pays 80.06%)
HCMC/Northpoint	Family	15.49% (Employer pays 84.51%)

**2018 Single Coverage**

Standard Plan:	\$90.00/month, an increase of \$5.00/month over 2017
Health Partners/Fairview Health	\$56.86/month, an increase of \$5.00/month over 2017
HCMC/NorthPoint	\$23.72/month, an increase of \$5.00/month over 2017

**2018 Family Coverage**

No change in the percentage of the employee's cost share. Actual premiums for 2018 are TBD.

Standard Plan	Single + Spouse	25.15% (Employer pays 74.85%)
Health Partners/Fairview Health	Single + Spouse	21.21% (Employer pays 78.79%)
HCMC/Northpoint	Single + Spouse	16.83% (Employer pays 83.17%)

Standard Plan	Single + Child(ren)	25.14% (Employer pays 74.86%)
Health Partners/Fairview Health	Single + Child(ren)	21.20% (Employer pays 78.8%)
HCMC/Northpoint	Single + Child(ren)	16.83% (Employer pays 83.17%)

Standard Plan	Family	23.94% (Employer pays 76.06%)
Health Partners/ Fairview Health	Family	19.94% (Employer pays 80.06%)
HCMC/Northpoint	Family	15.49% (Employer pays 84.51%)

**B. Health Insurance Plan Design Changes, 2016**

The projected 7.9% premium cost increase for 2016 will be mitigated by 0.75% with the following Plan Design changes.

**On-line Care**

Virtual on-line medical services are available at no cost to employees via Virtuwel (Health Partners Advantage) and Zipnosis (Fairview Health Advantage) and EVisit (HCMC / Northpoint) and MDLive (all plans). Please encourage your members to learn about and avail themselves of these services.

**Office Visit Co-Pays**

BeWell Clinic will not have an office visit co-pay.

Advantage HCMC/NorthPoint will not have an office visit co-pay, however other provider locations in this network will have a \$20.00 office visit co-pay.

The Three (3) for Free office visit program will remain in effect for the Advantage Plans.

All plans, other than Advantage HCMC/ Northpoint, will have a \$5.00 increase to \$35.00 per office visit without incentive and a \$5.00 increase to \$20.00 per office visit when incentive completed.

**Prescription Drug Co-Pay (All Plans)**

Generic co-pay increases \$5.00 to \$20.00

NOTE: when the cost of the drug cost is lower than the co-pay, the drug cost is paid.

**Mail Order Pharmacy (Navitus)**

Generic co-pay will be \$40.00 for 90 day supply.

Brand co-pay will remain \$80.00 for 90 day supply.

NOTE: the advantage here is you pay 2 months co-pay for 3 mos. of drug supply.

Out of pocket maximums will remain the same (\$2,500 per individual, \$4,500 per family).

**C. Health Insurance Premium and Plan Design Changes, 2017 and 2018, 2019**

*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 2017, 2018 and 2019 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 County 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.*

**D. Health Insurance Provider Tiers, 2016, 2017, 2018**

*As agreed to in prior contracts, the EMPLOYER will, in its sole authority, determine for 2016, 2017 and 2018 how many tiers and which providers are included in which tier. 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 Human Resources Benefits Unit website.*

**E. Health Care Plan Reserves Fund**

*The EMPLOYER will use \$3,000,000 from the Health Care Plan Reserves Fund to offset the predicted 2016 premium cost increase of 7.9%.*

*This action will allow for an additional 2.9% point reduction in premium cost. In combination with the 0.75% point reduction in premium cost gained through plan design changes discussed above, the end result is a 4.25% increase to premium costs.*

*In 2017 and 2018, the EMPLOYER, in its sole discretion, will determine if and how many dollars from the Reserves Fund will be utilized.*

**F. Dependent Audit**

*In 2014, the EMPLOYER conducted a dependent audit. The parties understand that new employees will continue to be required to provide evidence to establish dependent status.*

- Section 2.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Employer Health Care Expense Account plan as an option to the EMPLOYER hospitalization and medical insurance coverage allowance specified in Section 1. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.
- Section 3.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Dependent Care Assistance Program provided by the EMPLOYER. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes and pension contributions. Such expense account arrangement shall afford employees opportunity to pay their qualifying expenses with earnings unreduced by mandatory payroll deductions.
- Section 4.** Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Employer Parking Expense Account plan. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.
- Section 5.** The EMPLOYER shall pay the full cost of a \$30,000 accidental death and dismemberment individual term life insurance contract for each employee.
- Section 6.** The EMPLOYER shall, subject to availability, arrange for a group Long Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual employee option basis. Employees electing the Long Term Disability option will have their sick leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such a plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide for this coverage.
- Section 7.** 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 8.** 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 ASSOCIATION on the change.
- Section 9.** The EMPLOYER shall, subject to availability, arrange for a group Short Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and the underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual employee option basis. Employees electing the Short Term Disability option will have their sick leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide this coverage.
- Section 10.** Early Retiree Health Insurance Program (ERHIP).
- Subd. 1. Benefit. The **EMPLOYER** shall provide access to the **EMPLOYER's** group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same **EMPLOYER** 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 **EMPLOYER's** group health insurance program. An eligible employee may elect to continue coverage under the

**EMPLOYER'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 **the EMPLOYER's** group health insurance coverage in force on the date of employment termination and who were hired by the **EMPLOYER** prior to January 1, 2008, are eligible to participate in the ERHIP. Employees newly hired, re-hired or re-instated 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:

<u>Age</u>	<u>Non-Continuous Years of Service</u>
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 **EMPLOYER** 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 **EMPLOYER**.

Subd. 3 Opt-out. Employees eligible to participate in the ERHIP may opt out of the program. Employees desiring to opt-out must elect in writing prior to July 1, 2008, whether they will maintain their current retiree insurance benefit, or opt out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option. This is a one-time, irrevocable election. Employees who do not make an election in writing prior to July 1, 2008, will be deemed to have elected to retain their current retiree insurance benefit under the ERHIP. If an employee who is eligible for ERHIP becomes part of the bargaining unit and has not previously had the opportunity to opt-out, such employee shall be given the opportunity at a time which is mutually agreed upon by the **EMPLOYER** and the **ASSOCIATION**.

Subd. 4. No Guarantee of Future Benefit. Nothing in this section shall be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The **EMPLOYER** and the **ASSOCIATION** (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 **ASSOCIATION** 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 11. Health Care Savings Plan (HCSP) for Employees who Opt out of ERHIP or those Employees hired by the **EMPLOYER** after January 1, 2008.

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



requirements of this section.

- Subd. 2. Eligibility. Only regular benefit eligible employees are eligible to participate in the HCSP. Employees hired, rehired or re-instated after January 1, 2008, unrepresented employees newly hired, rehired or re-instated between January 1, 2007, and December 31, 2007, who become part of the bargaining unit after December 31, 2007, and employees that exercised their right to opt-out of the ERHIP, are required to participate in the HCSP.
- Subd. 3. Employee Contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP.
- Subd. 4. EMPLOYER Contribution. The **EMPLOYER** shall make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The **EMPLOYER's** annual lump sum contribution shall be made in the first full pay period following an employee's anniversary date as follows:

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

**Section 12.** Health Care Savings Plan (HCSP) for employees hired before January 1, 2008 who do not Opt out of ERHIP pursuant to Section 1, Subdivision 3 above, and are covered by PERA's coordinated Plan, Minn. Stat. §353.01.

- Subd. 1. Establishment of HCSP. A Health Care Savings Plan (HCSP) is established to enable **the EMPLOYER's** employees to save money on a pre-tax basis to pay post-EMPLOYER employment medical expenses and/or health insurance premiums. Employee contributions designated below shall be deposited with a HCSP provider selected by the EMPLOYER. The **EMPLOYER** and the HCSP provider may establish appropriate policies and procedures to implement and administer the HCSP that are not inconsistent with the requirements of this section.
- Subd. 2. Eligibility. Only regular benefits eligible employees are eligible to participate in the HCSP.
- Subd. 3. Employee Contribution.
  - A. Eligible employees shall contribute ten dollars (\$10) on a per pay period basis to the HCSP beginning the first full payroll period in 2008.
  - B. Employees who for reasons other than layoff or death are eligible to receive severance pay, shall have fifty percent (50%) of severance pay as defined in Article 24 deposited to their HCSP account in lieu of payment in cash, provided that severance pay to which the employee is entitled equals or exceeds four hundred and no dollars (\$400). If the severance pay does not equal or exceed four hundred and no dollars (\$400), the employee will receive his/her entire severance pay in cash.

**Section 13.** Pursuant to Article 23, Section 10, Subd. 1, the EMPLOYER shall apply the terms of EMPLOYER Board resolution 09-0339 to eligible employees covered by the AGREEMENT.

**ARTICLE 24 - SEVERANCE PAY**

**Section 1.** Severance pay shall be paid to regular employees who have completely terminated their employment with the EMPLOYER in good standing and have completed eight (8) years of continuous service with the EMPLOYER. Any employee who shall have received severance pay upon termination of his/her employment shall 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 shall be based upon and measured by unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during EMPLOYER employment. Such severance pay shall 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 shall 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 shall be paid to a named beneficiary or, lacking that, his/her estate or legal representative.

Employees shall provide the EMPLOYER with two (2) weeks written notice in advance of the date the employee leaves. If an employee fails to provide the required two (2) week notice, the EMPLOYER shall exclude eighty (80) hours of sick leave severance pay to which the employee may be otherwise entitled in accordance with this AGREEMENT.

**Section 2.** All accumulated leave benefits shall be expired upon the date of severance from **EMPLOYER** service.

**Section 3.** The eligibility provision of this Article regarding years of service, shall not apply to **regular** employees who die prior to achieving eight (8) years of service with the **EMPLOYER**. Further, employees who die while employed on a **regular** basis shall be eligible to receive their unused sick leave to a maximum of 800 hours and any accumulated vacation.

**ARTICLE 25 - STABILITY ADJUSTMENTS**

**Section 1.** When an employee has completed five (5) years of continuous service **with the EMPLOYER** as of December 1 of the current year, he/she shall be eligible to receive two and one-half (2 1/2) 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, the employee shall qualify for an additional one-half (1/2) of one (1) percent up to and including his/her tenth year. For all continuous service after ten (10) years, the stability payment shall 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 may be included in computing stability compensation.

The maximum annual salary on which stability pay will be computed shall 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 s continuous service	\$23,000
Eighteen (18) or more years of continuous service.	\$24,000

Such stability payment shall be paid in a lump sum on a December payroll.

**Section 2.** Any employee who by reason of a work related injury receives worker's compensation benefits, shall receive credit for time spent on such medical leave for purposes of stability pay eligibility.

**Section 3.** Any employee upon retiring from **the EMPLOYER** may be paid the stability payment as of the date of his/her retirement, however, such payment shall be prorated on the number of payroll periods worked during the calendar year in which such employee retired.

**Section 4.** Stability pay may also be paid to survivors in the case of death while the individual is an employee of the **EMPLOYER**. Such payment shall be prorated on the number of payroll periods worked during the calendar year in which death occurred.

**ARTICLE 26 - PART-TIME / LIMITED DURATION EMPLOYEES**

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

calendar quarter where the holiday falls.

- Section 2.
- A. *A limited duration employee appointed to a position of six (6) months or less shall not participate in any benefits provided by this AGREEMENT except holiday benefits which shall be in the same ratio that the employee's actual hours worked bears to the full-time work schedule, in the previous calendar quarter where the holiday falls.*
  - B. *A limited duration employee whose work schedule is intermittent, non-continuous or irregular in nature shall not participate in any benefits provided by this AGREEMENT.*
  - C. *A limited duration employee appointed to a position that is expected to last more than six (6) months and less than two (2) years working less than the full-time schedule shall not participate in any benefits provided by this AGREEMENT except those working a schedule of twenty (20) hours or more per week shall participate in benefits in the same ratio that his/her actual hours worked bears to the full-time work schedule. The EMPLOYER shall pay, however, the same health insurance premium amounts to employees who are scheduled to work at least twenty (20) hours per work week as it contributes to full-time regular employees. The holiday benefit for a limited duration employee appointed to a position that is expected to last more than six (6) months and less than two (2) years shall be in the same ratio that the employee's actual hours worked bears to the full-time work schedule in the previous calendar quarter where the holiday falls.*

#### ARTICLE 27 - WORK UNIT VACANCIES

- 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, shall not be limited by the provisions of this section.

- A. The vacancy posting shall 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 shall 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 shall be those established by the EMPLOYER in its organizational structure. A copy of the EMPLOYER's current organizational structure identifying work units shall be furnished to the ASSOCIATION by the EMPLOYER and updated as changes occur. A current copy of the EMPLOYER's organizational structure identifying departments is located in Appendix B of this AGREEMENT.
- F. Seniority for purposes of this Article shall be as defined in the Article herein titled "Seniority."
- G. The provisions of this Article shall 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 28 - WORK RULES

The EMPLOYER may establish and enforce work rules that are not in conflict with this AGREEMENT. A copy of the EMPLOYER's formally established departmental work rules shall be available on or about the work site and during the work shift of employees subject

to such rules. Upon request, such rules shall also be made available to the ASSOCIATION. Revisions to such work rules will be labeled as new or amended and shall be posted or disseminated in advance of their effective date.

#### ARTICLE 29 - PERFORMANCE EVALUATIONS

- Section 1.** The EMPLOYER shall determine whether an employee is to be granted an in-range salary rate adjustment on a normal performance review interval established by the EMPLOYER for the employee's class. An employee shall not experience loss of such salary increase because completion of the performance evaluation is delayed through no fault of the employee.
- Section 2.** After an evaluation is completed, the employee will be given a copy and provided an opportunity to respond to the evaluation in writing and have that response regularly attached to the evaluation. No changes may be made in the evaluation after the employee has received and signed his/her copy.
- Section 3.** When an employee who is eligible for an in-range merit adjustment receives a performance evaluation which results in the employee's not receiving such increase, he/she may request review of this decision by the appointing authority or his/her designee. Such request must be made to the appointing authority within twenty-four (24) calendar days from the date the employee receives the evaluation. If the decision of the appointing authority does not resolve the matter within thirty (30) calendar days following the employee's request for review, the matter may be referred to the Director of Human Resources for review by the Director or his/her designee. Such time limits may be waived by agreement of the parties.

#### ARTICLE 30 - EDUCATIONAL ASSISTANCE/TRAINING

- Section 1.** At the discretion of the EMPLOYER financial assistance may be provided toward the cost of tuition and lab fees which an employee pays for instruction and associated administration expenses in conjunction with educational courses approved by the EMPLOYER in advance, subject to the following conditions:
- A. A Tuition Aid Request must be submitted to the EMPLOYER for approval at least sixty (60) days prior to registration for the educational course, provided that the EMPLOYER may waive this requirement when the EMPLOYER determines circumstances warrant such action.
  - B. The EMPLOYER shall, within thirty (30) days after receipt of the tuition aid request, give the requesting employee written notice of whether the proposed educational course is, or is not, approved for tuition assistance.
  - C. If the proposed educational course is not approved, no educational assistance will be provided by the EMPLOYER. If the proposed educational course is approved, up to one hundred percent (100%) financial assistance may be provided for tuition and registration fees upon completion of the course and submission by the employee of (1) evidence of tuition paid (receipt), and (2) proof of satisfactory completion (a grade report indicating a "C," satisfactory or better).
  - D. To assist employees in planning and selecting educational alternatives, the EMPLOYER shall make available to employees information on such guidelines and/or criteria as the EMPLOYER may use in determining which educational courses will be approved for reimbursement.
- 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 EMPLOYER. 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 31 - FITNESS FOR DUTY

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 shall:

- A. Pay the fee charged for such evaluation or report if such is not covered through the health insurance program made available to 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 32 - MEET AND CONFER

Upon request of either party, the EMPLOYER and ASSOCIATION agree that the EMPLOYER and not more than five (5) representatives of the ASSOCIATION will meet and confer each month relative to health, safety, items which are neither negotiable nor subject to the grievance procedure, and such other matters the parties may mutually agree to discuss.

#### ARTICLE 33 - 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.

\* Under Federal law, suspension of exempt employees must be in increments of the employee's full work week; except that as an alternative, if both the exempt employee and the EMPLOYER agree, the suspension may take the form of the employee not being away from work but rather a deduction from the employee's accrued vacation, deferred holiday, and/or compensatory time balances equivalent to one day or any number of whole days. Such a deduction shall 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 shall 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.** The EMPLOYER and ASSOCIATION shall make available to each other all information and evidence that will be used to support a suspension or discharge or defense against such action no later than the Step 2 meeting of the grievance procedure.

**Section 6.** Personnel Records.

- A. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel records. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the **employee's employee's** personnel record shall normally state the corrective action expected of the employee.
- B. An employee who is reprimanded **by oral reprimand, written reprimand, suspension, involuntary demotion or discharge will** be furnished with a copy of notice of such disciplinary action.
- C. Upon written request of the employee, a written reprimand shall be removed from the employee's personnel record 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.

**Labor Relations will preserve the removed discipline in a Labor Relations file for potential public data requests. Labor Relations will mark any discipline removed from the employee's Human Resources employee file as "Removed from file—for public data request use only."**

- D. Employees shall have access to information contained in their personnel records in accordance with the provisions of the Data Practices Act, as amended.

**Section 7.** Association Representation.

- A. Employees will not be questioned concerning an administrative investigation of disciplinary action unless the employee has been given an opportunity to have an ASSOCIATION representative present at such questioning. When mutually agreeable, the ASSOCIATION shall 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 shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

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

**ARTICLE 34 - EMPLOYEE ASSISTANCE**

The EMPLOYER shall make available to employees covered by this AGREEMENT the Employee Assistance Program it establishes for County employees and shall provide employees covered by this AGREEMENT with the information distributed to County employees familiarizing them with the program.

**ARTICLE 35 - NON-DISCRIMINATION**

In accordance with applicable, city, state and federal law, all provisions of this AGREEMENT shall be applied equally by the EMPLOYER and the ASSOCIATION 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 shall be applied equally by the EMPLOYER and the ASSOCIATION to all employees without discrimination as to political or organizational affiliation or membership in the ASSOCIATION.

**ARTICLE 36 - SCOPE OF AGREEMENT**

This AGREEMENT shall represent the complete agreement between the ASSOCIATION and EMPLOYER. 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 ASSOCIATION, for the life of this AGREEMENT each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter 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 37 - SAVINGS CLAUSE**

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and EMPLOYER. In the event any provision of this AGREEMENT shall 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 shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provision.

**ARTICLE 38 - SPECIAL LEAVE WITHOUT PAY**

- Section 1.** Employees may participate in a **Special** Leave Without Pay Program as established by the EMPLOYER Board of Commissioners. The **Special** Leave Without Pay Program period is from the date of EMPLOYER Board Approval through December 31, **2016**.
- Section 2.** Upon the request of either party, the EMPLOYER and the ASSOCIATION shall meet and confer on the extension of this **Special** Leave Without Pay Program through calendar year **2018**.
- 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 Association Leave and Parenting Leave in cases where the employee would not otherwise take the leave.

**ARTICLE 39 - AUTOMOBILE TRAVEL EXPENSES**

- Section 1.** When the EMPLOYER requires employees to use their private automobiles while engaged in EMPLOYER 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 shall be made for reasonable parking expenses actually incurred by the employee but not to exceed the levels outlined in the **EMPLOYER's** Administrative Manual. Parking reimbursement shall 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 an employee is requested by the EMPLOYER to have his/her personal automobile available for business use on an ongoing basis, the employee shall be eligible for "car available" reimbursement as provided for in the **EMPLOYER's** Administrative Manual.
- Section 4.** To obtain reimbursement the employee must submit a claim at the end of each calendar month on a form prescribed by the EMPLOYER.
- Section 5.** Once each year, all cost factors comprising the mileage reimbursement rate (i.e., all fixed and variable costs) will be analyzed by the EMPLOYER and rate adjustments will be provided accordingly. At the request of the ASSOCIATION, two ASSOCIATION representatives shall meet and confer with the EMPLOYER relative to automobile travel expenses.

**ARTICLE 40 - RIGHT OF CONTRACTING SERVICES**

Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from contracting with vendors or others for materials or services. In the event the EMPLOYER finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the ASSOCIATION will be notified no less than ninety (90) calendar days in advance. During this ninety (90) day period, the EMPLOYER will meet with the ASSOCIATION and discuss ways and means of minimizing any impact the subcontracting may have on employees. In the event that existing employees are displaced 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 available positions for which they are qualified.

**ARTICLE 41 - SALARY RATES**

- Section 1.** Employees covered by this AGREEMENT as follows shall be compensated for each hour of service in accordance with the following schedule and provisions. Effective **December 27, 2015**, the following rates shall apply:

<u>Classification</u>	<u>HOURLY</u>		<u>ANNUAL</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Attorney, Senior	\$40.73	\$65.11	\$84,708	\$135,437
Chemical Health Unit Supervisor	\$24.11	\$38.24	\$50,157	\$79,529
Corrections Supervisor	\$24.83	\$39.77	\$51,640	\$82,720
Human Services Supervisor	\$25.58	\$36.67	\$53,215	\$76,267
Sheriff's Detention Sergeant	\$26.02	\$39.78	\$54,120	\$82,732
Sheriff's Telecommunicator Sergeant	\$23.53	\$36.10	\$48,938	\$75,078

Effective **December 25, 2016**, the following rates shall apply

<u>Classification</u>	<u>HOURLY</u>		<u>ANNUAL</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Attorney, Senior	\$41.34	\$66.74	\$85,979	\$138,823
Chemical Health Unit Supervisor	\$24.48	\$39.19	\$50,910	\$81,517
Corrections Supervisor	\$25.20	\$40.76	\$52,414	\$84,787
Human Services Supervisor	\$25.97	\$37.58	\$54,013	\$78,175
Sheriff's Detention Sergeant	\$26.41	\$40.77	\$54,931	\$84,800
Sheriff's Telecommunicator Sergeant	\$24.88	\$38.00	\$51,752	\$79,034

**Effective January 7, 2018, the following rates shall apply**

<u>Classification</u>	<u>HOURLY</u>		<u>MONTHLY</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
Attorney, Senior	\$42.37	\$68.41	\$88,128	\$142,295
Chemical Health Unit Supervisor	\$25.09	\$40.17	\$52,183	\$83,556
Corrections Supervisor	\$25.83	\$41.78	\$53,724	\$86,907
Human Services Supervisor	\$26.62	\$38.52	\$55,363	\$80,130
Sheriff's Detention Sergeant	\$27.07	\$41.79	\$56,304	\$86,919
Sheriff's Telecommunicator Sergeant	\$25.50	\$38.95	\$53,046	\$81,010

- Section 2.** The EMPLOYER shall 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 shall advise the employee, in writing, of the reasons if the salary increase is not granted. An in-range salary increase shall be given to an employee upon satisfactory completion of six months of service in a new classification to which promoted. An employee who is newly employed, re-employed or reinstated on or after the execution date of this AGREEMENT shall be first eligible for an in-range salary increase upon completion of 1,040 compensated regular hours of service.
- Section 3.** Any salary adjustment provided for in this AGREEMENT shall 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 4.** 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 in this AGREEMENT, unless such termination was due to the employee qualifying for retirement under PERA.

**ARTICLE 42 - TRAINEES**

- Section 1.** An "Internal" Trainee shall be an employee who holds a regular position with the EMPLOYER. An "Internal" Trainee will maintain all seniority, benefit levels and the right to return to a position in their prior class subject to seniority rights and layoff provision. "Internal" Trainees will be paid at the entry-level trainee salary of the class for which they are training, or at their existing salary, whichever is greater.
- Section 2.** Each Trainee program shall specify the maximum length of time a trainee may participate in the program.
- Section 3.** "External" Trainees are persons hired into a trainee program who do not currently hold a regular position with the EMPLOYER. "External" Trainees shall generally earn up to 90% of the salary of the position for which they are training, unless a different wage has been negotiated with the ASSOCIATION.
- Section 4.** "External" Trainees\* to be employed in a program 6 months or longer in duration and who work half-time or more shall be eligible for Health and Life Insurance benefits unless a separate different plan has been negotiated with the ASSOCIATION.
- Section 5.** "External" Trainees shall receive the same holiday pay benefit as regular employees.
- Section 6.** Failure to meet the standards of the trainee program shall be considered just cause for termination of employment for "External" Trainees and just cause for termination from the trainee program for "Internal" Trainees.
- Section 7.** This Article shall apply to Trainees hired on or after January 2, 2000.

\* "Welfare to Work" program trainees may waive coverage in favor of health care benefits provided under Public Assistance Programs.



#### ARTICLE 43 – CLOTHING ALLOWANCE

**Section 1.** Newly hired Detention Sergeants and Telecommunicator Sergeants will, during the first year of employment, be provided basic uniform clothing items of the quantity, type and style prescribed by the EMPLOYER. Each employee, after having completed one (1) full year of service, shall be eligible for a uniform clothing allowance of \$595.00 **annually**. The uniform shall be worn only when performing official duties as directed by the EMPLOYER or upon such special occasions as the EMPLOYER may authorize. Employees shall wear and maintain the uniform as specified by the EMPLOYER. Upon termination of employment, the employee may be required to return to the EMPLOYER all uniform clothing equivalent in quantity or value to that originally issued. Upon termination of employment, all badges, I.D. cards, insignia and any other **EMPLOYER** property issued to, or in the possession of the employee, shall be returned to the EMPLOYER.

A. If the basic clothing provided by the EMPLOYER is changed in type, color or style by order of the EMPLOYER, the EMPLOYER will bear any replacement cost in excess of \$75.00 per calendar year, the employee to be responsible for the first \$75.00 of replacement cost.

**Section 2.** **Effective December 27, 2015**, Corrections Supervisors assigned to the Adult Correctional Facility shall be eligible to receive **an annual** clothing allowance of **\$470.00**. Such employees shall be provided uniform jackets by the EMPLOYER upon such date as an employee's work assignment requires the wearing of such jacket. The type of uniform and condition of wear shall be prescribed by the EMPLOYER.

Upon the successful completion of their initial two month performance review, new Corrections Supervisors shall be eligible for \$150.00 of their clothing allowance. This \$150.00 will then be subtracted from such employees' initial annual clothing allowance payment.

#### ARTICLE 44 – JAIL MEALS

Corrections Supervisors and Detention Sergeants assigned to work a shift of eight (8) hours or more may share in a meal at their assigned work facility provided by the EMPLOYER during their assigned shift.

#### ARTICLE 45 – TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, **2016**, through December 31, **2018**, and shall be automatically renewed from year to year thereafter unless either party shall 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 **April, 2016**.

ATTACHMENT A

**JOB CLASS TITLE\***

Account Clerk, Principal	Program Analysis Supervisor
Accountant	Project Architect
Accountant, Principal	Psychologist, Chief Clinical
Accountant, Senior	Psychologist, Senior Clinical
Administrative Assistant	Public Records Supervisor
Administrative Assistant, Principal	Public Service Unit Supervisor
Administrative Assistant, Senior	Public Works Foreman
Administrative Manager	Public Works Supervisor
Administrative Supervisor	Radiology Supervisor
Appraiser Commercial, Principal	Security Supervisor
Appraiser Residential, Principal	Sheriff's Detention Sergeant
Attorney, Senior	Sheriff's Telecommunicator Sergeant
Building Operations Manager	Stock Clerk, Senior
Business Services Officer, Assistant	Stockworker Supervisor, Mechanical
Central Services Supervisor	Support Services Manager
Chemical Health Unit Supervisor	Support Services Supervisor
Clinics Services Supervisor, Outpatient	Support Services Supervisor, Principal
Communications Technician, Lead	Support Services Supervisor, Senior
Community Health Program Supervisor	
Corrections Supervisor	
Dentist, Senior	
Engineer, Professional	
Engineer, Senior Professional	
Engineering Technician, Supervising	
Environmental Services Supervisor	
Environmentalist, Senior	
Health Services Supervisor	
HSPHD Professional Services Supervisor	
Human Services Supervisor	
Industrial Coordinator	
Information Technologist Specialist, Principal	
Information Technology Manager	
Information Technology Supervisor	
Information Technology Tech Service Supervisor	
Information Writer, Senior	
Investigator Supervisor	
IT Operations Analyst	
IT Operations Shift Supervisor	
Legal Services Specialist Supervisor	
Librarian	
Librarian, Senior	
Library Facilities Operations Manager	
Medical Technologist Supervisor	
MHP Healthline Supervisor	
Nurse, Senior Staff	
Office Specialist, Principal	
Pharmacy Manager	
Planning Analyst, Principal	
Planning Analyst, Senior	
Professional Services Supervisor	

\* Pursuant to Joint Stipulation 2-24-00; Social Work Unit Supervisors are excluded from this bargaining unit

**Updated 12/2015**

ATTACHMENT B

**CURRENT EMPLOYER DEPARTMENTS**

As Of **NOVEMBER 2015**

The current list of Hennepin Departments is as follows:

Administration	Internal Audit
Budget and Finance	Intergovernmental Relations
<b><i>Center for Innovation &amp; Excellence</i></b>	Labor Relations
<b><i>Communications</i></b>	Library
Community Corrections & Rehabilitation	Medical Examiner
<b><i>Community Works</i></b>	Metropolitan Health Plan
County Assessor	NorthPoint Health & Wellness
County Attorney's Office	<b><i>Planning, Policy &amp; Land Management</i></b>
Emergency Management	Public Defender's <b><i>Office</i></b>
<b><i>Environment and Energy</i></b>	<b><i>Public Health</i></b>
Examiner of Titles	Public Works
<b><i>Facility Services</i></b>	<b><i>Public Works Management &amp; Support</i></b>
Hennepin Health	<b><i>Resident &amp; Real Estate Services</i></b>
Human Services and Public Health	Sheriff's Office
Human Resources	Transportation <b><i>Roads &amp; Bridges</i></b>
Information Technology	

ATTACHMENT C

**FUNERAL LEAVE ADMINISTRATION UNDER THE **HCSA** CONTRACT**

The "Funeral Leave" article (Article 17) of the labor agreement between EMPLOYER and **HCSA** contract 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 nontraditional relationships.

Consensus Model Based Insurance Proposal and LMHCC Structure

*Consensus Parameters:* County suggests that these parameters be signed by the parties in a Memorandum of Understanding and incorporated by reference as part of the CBA.

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 2016, 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>, 2016 and 2017 (2018 if there is a 3<sup>rd</sup> year of the contract) 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 2016, 2017 or 2018, 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 2016, 2017, 2018, 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, whether that year is August 2017 or August 2018, the LMHCC will attempt to reach a consensus recommendation regarding the premium amount and plan design for the first year of the new contract (plan year 2018 if a 2 year contract; plan year 2019 if a 3 year 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 shall 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.*