

HENNEPIN COUNTY
MINNESOTA

Agreement Number: A199729

Agreement Between

HENNEPIN COUNTY

and the

MINNESOTA TEAMSTERS PUBLIC

And

LAW ENFORCEMENT EMPLOYEES UNION

Local #320, Correctional Unit

January 1, 2019 - December 31, 2021

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ARTICLE 1 – PREAMBLE AND PURPOSE OF AGREEMENT

- Section 1.** This Memorandum of Agreement, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:
- A. Express, in written form, the complete AGREEMENT between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
 - B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the express provisions set forth in this AGREEMENT;
 - C. Assure sound and mutually beneficial working and economic relationships between the parties hereto;
 - D. Maintain and improve greater individual productivity and quality of services.

The EMPLOYER and the UNION, through this AGREEMENT, continue their dedication to the highest quality of public service. Both parties recognize this AGREEMENT as a pledge of this dedication. The parties recognize that this AGREEMENT is not intended to modify any of the authority vested in the County of Hennepin by the statutes or laws of the State of Minnesota.

ARTICLE 2 – RECOGNITION

- Section 1.** The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, for a unit of essential Hennepin County employees subject to the Minnesota Public Employment Labor Relations Act of 1984, as amended, in the classifications of Juvenile Correctional Officer and Recreational Therapist who work more than fourteen (14) hours per week and more than sixty-seven (67) days per year, excluding supervisory, confidential and all other individuals in the employ of the EMPLOYER.
- Section 2.** The UNION recognizes the Labor Relations Representative designated by the County Administrator as the exclusive representative of the EMPLOYER and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER'S designated Labor Relations Representative is affixed thereon.
- Section 3.** The EMPLOYER recognizes the UNION as the Exclusive Representative of employees as specified in Section 1 of this Article and agrees not to meet and negotiate any agreement covering terms and conditions of employment with any labor organization not so certified or with members of the bargaining unit under jurisdiction of this AGREEMENT, either individually or collectively, which in any way conflicts with the terms and conditions set forth in this AGREEMENT.
- Section 4.** Disputes which may occur between the EMPLOYER and UNION over the inclusion or exclusion of new or revised job classifications in the units described in Section 1 of the Article, may be referred to the Bureau of Mediation Services (hereinafter BMS) for determination.

ARTICLE 3 – DEFINITIONS

- Section 1.** 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. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
 - C. **DAYS:** Unless otherwise indicated, means calendar days.
 - D. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and lower compensation.
 - E. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition."
 - F. **EMPLOYER:** County of Hennepin or its designated representative(s).

- G. **FULL TIME:** A work schedule equivalent to an average of two thousand eighty (2,080) regular work hours per year.
- H. **LAYOFF:** Separation from service with the EMPLOYER, in excess of fifteen (15) calendar days necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- I. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
- J. **PROBATIONARY PERIOD:**
 - (1) Newly Employed: The first twelve (12) 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.
- K. **PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- L. **REGULAR EMPLOYEE:** A member of the exclusively recognized bargaining unit defined in the Article herein titled "Recognition," who has completed the required probationary period for newly employed, re-employed, or reinstated **regular** employees.
- M. **REGULAR HOURS:** Time on compensated payroll status exclusive of overtime hours.
- N. **REINSTATEMENT:** Re-employment of a former **regular** or probationary employee in a work classification to which he/she was assigned prior to termination.
- O. **STEWARD:** An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party and to perform assigned duties as may be otherwise specified in this AGREEMENT.
- P. **UNION:** Minnesota Teamsters Public and Law Enforcement Employees Union, Local #320.

Section 2. Terms not defined in the AGREEMENT shall have those meanings as defined in the Public Employment Labor Relations Act of 1984 as amended, M.S. 179A.

ARTICLE 4 – UNION SECURITY

Section 1. In recognition of the UNION as the Exclusive Representative:

- A. The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION; and
- B. The EMPLOYER shall remit such deduction to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made; and
- C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld.
- D. The EMPLOYER will provide to the UNION the add/drop report each pay period electronically and the quarterly report electronically at no charge (monthly data is available on the quarterly reports). The EMPLOYER will charge the UNION \$25.00 for the production of an electronic report request that varies from this schedule.

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

Section 3. The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within five (5) days of such designation, certify to the EMPLOYER, in writing, such choice and the designation of successors to former stewards. Upon execution of this AGREEMENT, the UNION shall also certify to the EMPLOYER a current list of any non-employee business representative(s).

- A. The EMPLOYER agrees to recognize stewards certified by the UNION as provided in this section subject to the following stipulations:

1. There shall be no more than eight (8) stewards: four (4) at the Juvenile Detention Center and four (4) at the Home School.
 2. Stewards have the responsibility of processing grievances in accordance with the provisions of the grievance procedure specified herein, posting UNION notices and discharging such other duties as may be provided for under the provisions of this AGREEMENT.
 3. Stewards will be allowed reasonable time to carry out said responsibilities.
- B. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings or other UNION activities on the EMPLOYER'S time. The UNION may use the EMPLOYER'S premises or facilities for UNION business with prior approval of the EMPLOYER.
- C. The EMPLOYER agrees to make available to the UNION space on designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office and UNION recreational or social affairs and other items specifically approved by the EMPLOYER. It is specifically understood that no notices of a political or inflammatory nature shall be posted.

Section 4. Employees have the right to join and participate in the UNION or to refrain from such activity. Neither the EMPLOYER nor the UNION shall discriminate against or interfere with the rights of employees to become or not to become members of the UNION and further, that there shall be no discrimination or coercion against any employee because of UNION membership or non-membership. The UNION shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

Section 5. The provisions of this AGREEMENT shall be applied in accordance with applicable laws relating to non-discrimination.

ARTICLE 5 – EMPLOYER AUTHORITY

Section 1. The EMPLOYER retains the sole right to operate and manage all manpower, facilities, equipment, and affairs of the County in all respects in accordance with applicable existing and future laws and regulations of appropriate authorities. Any term and condition of employment not specifically established or modified by this AGREEMENT shall remain solely within the discretion of the EMPLOYER to modify, establish or eliminate.

ARTICLE 6 – SENIORITY

- Section 1.** The EMPLOYER shall establish seniority lists within thirty (30) days of the execution date of this AGREEMENT, for each work classification covered by this AGREEMENT, to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining unit which shall:
- A. Be based upon the total full time regular hours of service with the EMPLOYER from the most recent date of employment, re-employment, reinstatement or appointment to the employee's current work classification, except that no seniority shall be accrued during the period from January 16, 1981, through March 20, 1981, or other criteria if mutually agreed upon by the parties;
 - B. Be updated regularly and posted twice each year in the employees' work area with a copy furnished to each steward and the business representative of the UNION. Any employee shall be obligated to notify the EMPLOYER of any error in the seniority list within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted;
 - C. Provide that under the following circumstances seniority will continue to accrue and not be interrupted:
 1. Employee is on layoff status and returns to active employment within two years of said layoff;
 2. Any work-related injury or illness;
 3. Six (6) months or less of non-work related injury/illness;
 4. Any leave under the Family Medical Leave Act;
 5. Any Military Leave;
 6. Up to 160 hours of SLWOP annually
 7. Eighty (80) hours of any other emergency annually
 8. Any Disciplinary time off.

9. Seniority will continue to be accrued for any time spent working in a temporary acting appointment for five (5) days or less.
- D. Provide that upon promotion or transfer, seniority in a prior work classification covered by this AGREEMENT shall be continued; and
- E. Provide separate lists for **regular** part-time and **regular** full-time employees.

Section 2. In accordance with seniority lists as provided in Section 1 of this Article, senior qualified employees other than employees hired into BFOQ positions shall be given preference in the order of layoff, recall from layoff, vacation, days off and shift preference.

- A. Layoff shall be in inverse order of seniority within each work classification, provided that any employee who is to be laid off and who has previously served in a lower work classification covered by this AGREEMENT may request to exercise seniority rights in such lower classification.
- B. Recall from layoff shall be in order of seniority within each work classification provided that an employee must return to work upon recall as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and the EMPLOYER.
- C. Seniority preference for the purposes of vacation, days off and shift preference shall be in order of seniority within each classification and designated work unit subject to the following conditions.
 1. Seniority preference for days off and shift assignment shall be bid on or about December 1, and upon the occurrence of a vacant position which is to be refilled or such other conditions as mutually agreeable to the EMPLOYER and UNION.
 2. There shall be two (2) designated work units in juvenile corrections for purposes of shift schedule preference and shift schedule position vacancy preference. These two designated work units are the County Home School and the Juvenile Detention Center. Shift schedule bidding within each work unit shall be conducted annually on or about December 1, and shall be in order of seniority within each classification on a work unit-wide basis subject to the following conditions:
 - a. Work shift schedule patterns shall be established by the EMPLOYER for each work unit which will define the hours of the day and the days in a pay period which are to be worked during the annual period. Most work shift schedules shall be established which are free of night shifts.
 - b. Once work shift schedule preferences have been established through the annual bidding process, the EMPLOYER retains the right to make work assignments.
 - c. When a position vacancy* in a work shift schedule occurs during the period between December 1 and November 30, such position vacancy and three (3) sequential position vacancies resulting from a vacancy filled by a bid into the initial vacancy shall be filled by classification seniority on a work unit-wide basis. In each case, the senior bidding employee from any shift schedule other than that in which the vacancy occurs shall be offered the vacant position.
 - d. Any temporary vacancies that occur will be filled in the following manner:

Home School: Subject to program requirements, unassigned work needs will be filled in the following manner:
If unassigned work needs of fewer than 80 hours exist at the Home School, hours will be offered in the following order:

 - i. First with institution post coverage formula staff.
 - ii. To the extent that Home School staffing requirements are not met by assignments to post coverage formula staff, **regular** part-time JCO's working less than full time but equal to or more than forty (40) hours per pay period will be offered hours not to exceed forty (40) hours of work in any workweek
 - iii. If any unassigned work remains, **regular** part-time JCO's working less than forty (40) hours per pay period will be assigned work hours.
 - iv. Limited Duration staff consistent with the assignment limits for their appointments.

Where temporary vacancies at the Home School exist for 80 hours or more, the work will be offered in the following order:

 - i. First with institution post coverage formula staff.
 - ii. To full-time employees by seniority in the work unit affected

- iii. To **regular** part-time staff working less than full-time but more than forty (40) hours per pay period.
- iv. To any **regular** part-time staff working less than forty (40) hours per pay period or intermittent staff.
- v. Limited duration staff consistent with the assignment limits for their appointments.

To the extent that Home School work needs cannot be met through the above assignments, full-time staff will be offered additional hours in accordance with their institutional seniority beginning with the most senior.

When the Home School's premium overtime to be worked totals two (2) hours or less, overtime may be offered, by seniority, to staff in the work unit already on the premises. If no staff are available to continue their shift, such overtime may be offered, by seniority, to staff scheduled to appear for the next shift in the work unit. If the time remains unfilled, the normal sequence for filling unassigned work of fewer than 80 hours (above) will be utilized.

Juvenile Detention Center: Subject to Program requirements, temporary vacancies will be filled in the following manner;

- i. At the Juvenile Detention Center, for vacancies anticipated being less than 3 months, vacancies will be filled with post coverage formula staff and intermittents.
 - ii. For vacancies anticipated being longer than 3 months, a temporary shift bid will be allowed. When the staff person, causing the vacancy returns, all temporary bids return to their original shift patterns. If the person does not return to the vacant shift, the temporary bids become regular.
- e. The last shift schedule position vacancy* which results from application of paragraph "c" above shall be filled by allowing employees within the work location (County Home School Cottage/Juvenile Detention Center) where such vacancy occurs to exercise their seniority to change shift schedules within said work location. Any remaining shift schedule vacancy shall then be filled through the EMPLOYER's established selection process.
- D. It is expressly understood that nothing in this Article shall in any way restrict or modify the EMPLOYER's complete discretion to determine the number of workers in any work units, the job classification of such workers in any work units, where work will be performed, what work will be performed, or any other matter of inherent managerial discretion or policy as set forth in Minnesota Statutes 179A.

*Position vacancy means a vacancy in a work shift schedule and in a specific work location (County Home School Cottage/Juvenile Detention Center).

- Section 3.** Employees who terminate their employment with the EMPLOYER shall not have any seniority rights under this AGREEMENT.
- Section 4.** Employees who are on layoff status in excess of two (2) years shall not have any seniority rights under this AGREEMENT.
- Section 5.** The EMPLOYER shall issue notices of layoff to the last known address of employees as shown by the EMPLOYER's records to affected **regular** employees, in writing, at least five (5) days in advance of the effective date of the layoff and shall issue notices of recall from layoff to affected **regular** employees, in writing, at least ten (10) calendar days in advance of the effective date of the recall from layoff.
- Section 6.** The UNION will reimburse the EMPLOYER the expense of furnishing seniority lists required by this AGREEMENT in an amount equal to twenty-five dollars (\$25.00) per list or fifteen (\$.15) cents per employee contained on each list, whichever is greater. When more than one copy of the list is requested by the UNION or required by this AGREEMENT, the UNION shall reimburse the EMPLOYER for such copies at the rate of twenty (\$.20) cents per page.
- Section 7.** Subject to funds being made available by the EMPLOYER, an employee who requests tuition reimbursement for a voluntary job-related training program, which has been approved in advance for reimbursement by the EMPLOYER, shall receive reimbursement on the basis of seniority. Once such reimbursement has been made based upon seniority, the employee shall not be eligible again for seniority preference until such preference has been rotated through all employees requesting reimbursement.

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, County Personnel Rules or departmental personnel rules, except as expressly provided otherwise in this AGREEMENT, shall not be considered grievances under this AGREEMENT. When more than one course of remedy is, by law, available for resolution of a dispute arising from any provision(s) covered by this AGREEMENT, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure(s). Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 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 twelve (12) days after the first occurrence of the event giving rise to the grievance or within twelve (12) days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance, presents such grievance in writing to his/her supervisor who is designated for this purpose by the EMPLOYER.
- B. The supervisor shall give his/her written answer within seven (7) days after such presentation.
- C. Thereafter the parties shall have seven (7) days to attempt to resolve the grievance by mutual agreement.

Step 2. FORMAL - If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the department head or his/her designated representative, within twelve (12) days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the UNION representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The department head or his/her designated representative shall discuss the grievance with the employee within seven (7) days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the department head, or his/her designated representative shall give written answer to the employee and the UNION representative within twelve (12) days following their meeting.

Step 3. PANEL – If the grievance is not settled satisfactorily in Step 1 or 2 and the UNION desires to appeal, the union business agent or his/her designated representative may appeal to the EMPLOYER within 12 days of the EMPLOYER's answer from Step 2. Upon such appeal, a grievance resolution panel will hear and attempt to resolve grievances in an expeditious manner that are not resolved by the parties at Step 1 or 2. The panel shall consist of two members appointed by the UNION and two members appointed by the EMPLOYER. The panel shall be scheduled to meet six times per year on a bi-monthly basis. If a panel member is unable to attend, the respective party shall be responsible for selecting an alternate panel member. The parties shall mutually agree upon those grievances which are to be submitted to the Panel. If the four Panel members after hearing the grievance reach agreement by majority vote as to its appropriate disposition, the Panel's decision shall be final and binding on the parties. Lacking such agreement, the grievance shall be returned to the parties without decision or recommendation. The panel shall provide the parties with a written decision on each grievance presented. The decision shall be signed by all panel members in agreement.

Step 4. ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, the employee and the UNION may refer the grievance to arbitration within nine (9) days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 3 in accordance with the provisions of the Public Employment Labor Relations Act of 1984, as amended. The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator,

the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Labor Relations Act and administered by the State of Minnesota Bureau of Mediation Services. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall notify the employee, the UNION representative and the EMPLOYER of his/her decision within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. 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 UNION 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 binding on both the EMPLOYER and the UNION and 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.

- Section 4.** 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 and the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step.
- Section 5.** The grievance procedure contained in this AGREEMENT is the sole and exclusive means of resolving all grievances arising under this AGREEMENT.
- Section 6.** An employee presenting a grievance may elect to be represented by the UNION at Steps 2 and 3.
- Section 7.** A grievance not settled in accordance with the procedure set forth in Section 3, Steps 1, 2, and 3, may be submitted to mediation upon mutual agreement of the UNION and the EMPLOYER. Upon such agreement, the parties shall jointly petition the Commissioner, Minnesota BMS, for mediation assistance in resolving the grievance. The procedural timeline for appeal to arbitration as set forth in Section 3, Step 3, shall be extended for such time period as the parties mutually agree to seek resolution of the grievance through the mediation process.

ARTICLE 8 – NO STRIKE

- Section 1.** For the duration of this AGREEMENT, the UNION agrees not to engage in, encourage, sanction, support or suggest any strikes, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. In the event that any employee violates this Article, the UNION shall immediately notify any such employee(s), in writing, to cease and desist from such action and exercise all reasonable action necessary to immediately return them to their normal duties. Employees who violate any of the provisions of this Article may be subject to the disciplinary actions specified in M.S. 179A.

ARTICLE 9 – DISCIPLINE

- Section 1.** Employees will be disciplined only for just cause.
- A. Discipline, when administered, will be in one or more of the following forms and normally in the following order:
 1. Oral reprimand
 2. Written reprimand
 3. Suspension
 4. Discharge or Disciplinary DemotionCircumstances may warrant waiving one or more steps in the progression.
 - B. Suspensions, demotions, and discharges shall be in written form.
 - C. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
 - D. Upon written request of the employee, a written reprimand for any offense other than child abuse related offenses, shall be removed from the employee's personnel file if no further disciplinary action has been taken against the employee within two (2) years following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand. When such written reprimand is removed in accordance with these provisions, the employee's written request for such removal shall also be removed.
 - E. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
 - F. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION representative present at such questioning.
- Section 2.** During the probationary period, an employee may be discharged without right of grievance or appeal.
- Section 3.** Grievances relating to this Article shall be initiated by the UNION in Step 2 (FORMAL) of the Grievance Procedure.
- Section 4.** Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of regular employees are appealable up to and through the arbitration step of the grievance procedure contained in this AGREEMENT.
- Section 5.** Upon the request of either party, the EMPLOYER and UNION shall make available to each other all information and evidence that will be used to support a written reprimand, suspension or discharge or defense against such action at least seven (7) days prior to the Step 2 meeting of the grievance procedure.

ARTICLE 10 – 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 calculations of overtime premium and other premium pay. 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.
- Section 3.** Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER, subject to the provisions of the Article herein titled "Seniority."
- Section 4.** Worked hours in excess of an averaged forty (40) hours per week shall be overtime and compensated at one and one-half (1½) times the employee's base pay rate, or one and one-half (1½) hours compensatory time for each hour subject to the provision that eligibility for overtime premium requires prior approval of the overtime work by the employee's immediate supervisor or his/her designee. Overtime premium shall be provided in the form of either cash payment or compensatory time as determined by the EMPLOYER provided that if compensatory time is not granted off within the payroll period following the payroll period during which it was earned, cash payment shall be made. Compensated vacation, holidays and compensatory time shall be considered time worked for purposes of this Article except when they are used in lieu of

sick leave. Compensated sick leave will be counted as hours worked for purposes of determining overtime eligibility only when it is taken in the same week that an employee is specifically forced by management to work additional hours for coverage.

Section 5. When overtime is assigned to full-time staff it will be limited to no more than sixteen (16) consecutive hours of work in any 24 hour period, except in stated emergencies.

Section 6. There shall be no work shifts scheduled with the work periods separated by other than a lunch break and rest periods.

Section 7. The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of the AGREEMENT, nor shall there be payment of more than one form of premium compensation for the same hour worked.

Section 8. Employees called to work shall be compensated for the period worked but not less than two (2) hours subject to the provisions in this Article relating to overtime premium. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

Section 9. A shift differential of **one dollar (\$1.00)** per hour shall be paid to any employee regularly assigned to a work shift where at least five (5) hours of the shift are between 5 p.m. and 5 a.m. Such shift differential shall be paid in addition to any other form of premium pay for which the employee qualifies.

Regular and probationary employees who are required to work on Saturday or Sunday shall be compensated at the rate of **one dollar (\$1.00)** per hour for each hour worked. 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 (5) hours of the period worked falls on the day for which the additional compensation is being paid.

The parties acknowledge that since 2010, the County has paid a differential for all hours worked on a weekend and has not enforced the 5-hour minimum as prescribed above. The parties agree that the 'no minimum' practice will continue throughout 2019 and that the County will implement the 5-hour minimum threshold beginning effective January 5, 2020.

Section 10. Other times where the employee is not actively performing duties but must remain on-site for immediate response to a call to active work, the EMPLOYER shall pay the employee a flat rate of \$4.25 per hour or the minimum rate required by law, whichever is greater.

Section 11. 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 skills on an occasional or irregular basis at the request of the EMPLOYER shall receive \$9.50 in addition to their regular salaries for any workday on which such services are performed. This additional compensation shall not exceed \$47.50 for any one payroll period.

Section 12. Work shifts shall be considered part of the day and date on which they begin.

Section 13. Employees specifically assigned by the EMPLOYER to perform the duties of Field Training Officer (FTO) as defined by the EMPLOYER, will be paid an additional **\$2.00** per hour for all such training provided that the assignment is for a period of at least four (4) hours.

Section 14. (NEW) Training Differential. Employees specifically assigned by the Employer to train employees or others designated by the Employer, will receive an additional \$1.55/hour for all such training, provided the assignment is for a period of at least two (2) hours.

The Training Differential will be earned for training defined as scheduled, structured, curriculum-based training (e.g., RPT; CPR; 'shift bid;' or 'transfer' training provided to staff newly assigned to or working a cottage, mod, or unit). The employer retains the right to assign staff, develop curriculum, and limit time assigned to training for purposes of this differential.

Employees functioning in mobility assignments (e.g., MI trainers) are not eligible for this differential.

Staff assigned as FTOs will receive FTO pay as provided for in this agreement and will not at the same time be eligible for the training differential.

ARTICLE 11 – HOLIDAYS

Section 1. Regular and probationary employees shall be entitled to compensated time off at their base pay rate for designated holidays. Designated holidays shall be eight (8) hours each and shall, in total, not exceed eighty-eight (88) hours.

A. Designated holidays 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 workday immediately preceding the Christmas holiday
Christmas Day	December 25

An employee who does not receive the compensated time off holiday benefit on the holiday because of working that day shall receive compensation equal to the holiday benefit that would have been received had the employee not worked. Such compensation may, with the approval of the EMPLOYER, be in the form of either alternate compensated time off or cash payments at the employee's base pay rate.

B. Employees who work a designated holiday with the exception of Christmas Eve day shall receive overtime compensation at the rate of one and one-half (1½) times base pay rate for hours worked on the legal holiday. Employees who work the Christmas Eve holiday shall receive straight time compensation for hours worked. Compensation for holiday hours worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER.

C. Holidays that 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.

D. Regular and probationary employees may observe a religious holiday on days that fall on a normal workday provided such observance does not interfere with the work to be performed. Observance of such religious holiday shall be taken off without pay except where the employee has accumulated vacation leave or compensatory leave time, and in that case such religious holiday may be charged against vacation leave or compensatory leave. The employee must notify the supervisor at least ten (10) days in advance of the religious holiday of his/her intent to

observe such holiday. The supervisor may waive the ten (10) day requirement if he/she determines that the absence of such employee will not substantially interfere with the department's functions.

ARTICLE 12A – VACATIONS

Section 1. All regular and probationary employees who choose not to participate in paid time off (PTO) shall be eligible for vacation leave benefits at their current base pay rate.

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

Section 2. Regular full-time employees shall accrue vacation benefits in accordance with the following schedule:

Total Length of Service Completed Since Most Recent Date of Hire	Annual Vacation Accrual Rate
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.

Section 4. As dictated by coverage needs, requests for vacation leave shall be handled according to the Personnel Policy rules currently in place at each institution.

For vacation bidding at the County Home School:

1. Need to bid three (3) consecutive shifts minimum.
2. Cannot bid more than 80 consecutive hours.
3. If you rescind your bid, it needs to be done at least two weeks prior to the start of your vacation. If you do rescind, you rescind all days requested.
4. If you bid another shift during the bid period time does not travel with you.
5. Bid will be by seniority.
6. Stewards will be in charge of conducting the bid.
7. Bidding will start two weeks after shift bid has been completed.
8. Bid will cover a defined calendar year. Starting with the first pay period of JCO's new shift and Unit assignment resulting from the shift bid to the same time period of the following year.
9. Management agrees to replace up to two JCOs per shift, then as many as possible.

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 give seniority preference in accordance with the Article herein titled "Seniority."

Section 6. Upon the 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 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.** The parties agree to meet and confer for the purpose of evaluating and modifying the terms of the Vacation Donation Pilot program.
- Section 9.** Except in the case of institutional emergency, employees on pre-approved vacation are exempt from working mandatory overtime during their vacation. For the purposes of this section, vacation shall be defined as the end of an employee's last regularly scheduled shift to the beginning of the officer's next regularly scheduled shift. Regularly scheduled days off, taken in conjunction with vacation, will be considered part of the officer's vacation.
- Section 10.** At the discretion of the Department Director, employees hired after February 15, 2002, 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 11.** Pursuant to Internal Revenue Service Rules and Regulations, employees may annually, with the approval of the County Administrator, cash-out up to forty (40) hours of vacation. In order to convert such vacation to cash, the employee must, during Open Enrollment of the payroll year PRIOR to cash out, submit to the EMPLOYER online, the specific number of vacation hours requested for cash out. The EMPLOYER shall cash out such vacation at a designated time during the payroll year following receipt of the irrevocable election. At the employee's option, he/she may deposit all or part of this cash into a deferred compensation account.

ARTICLE 12B – PAID TIME OFF (PTO)

- Section 1.** **Effective August 4, 2019** all regular and probationary employees may choose either paid time off (PTO) or Vacation/Sick Leave described in Articles 12 and 12A of this AGREEMENT. The choice shall initially be made during the first two payroll periods of employment. Failure to make a definitive choice between paid time off (PTO) and Vacation/Sick will result in the new employee receiving Vacation/ Sick. 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).

A. Paid Time Off (PTO) Schedule 1

Employees hired on or after August 4, 2019, who choose PTO, shall earn PTO consistent with PTO Schedule 1 below. Employees hired on or after August 4, 2019, who initially elected the Vacation/Sick Leave Program may at any time choose to move from the traditional Vacation/ Sick Leave programs to paid time off (PTO) as described in Schedule 1 below. This one-time choice shall be irrevocable.

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

B. Paid Time Off (PTO) Schedule 2

Employees hired prior to August 4, 2019, may select an irrevocable option to convert to paid time off (PTO) and shall earn paid time off (PTO) consistent with Schedule 2 accrual rates:

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>
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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
Eighteen (18) or more years	33 days

- Section 2.** 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 3.** 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 4.** 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 may also require employees to request paid time off (PTO) of more than three (3) days duration in advance of a vacation season.
- Section 5.** 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 leave, the EMPLOYER shall consider seniority, job assignment and order of submission in granting such requests.
- Section 6.** Upon separation of employment, regular employees shall be eligible to receive their unused accumulated paid time off (PTO) up to a maximum of 480 hours. Any paid time off (PTO) severance shall be paid at the employee’s base pay rate at the time of separation and shall be subject to the limitations on severance payment stated in the Article entitled “Severance Pay”.
- Section 7.** At the discretion of the Department Director, employees hired on or after August 4, 2019, 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 8.** Employees may use paid time off (PTO) to pay for approved health and fitness activities to a maximum of \$2,000.00 per payroll year. Where applicable, this language shall be coordinated with Article 13B, Sick Leave, Section 6, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totaling more than \$2,000.00 per year.
- Section 9.** 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 “Health and Safety”, 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 10.** To be eligible for paid time off (PTO) payment in the event of illness, an employee must notify his/her designated supervisor or his/her designee as soon as possible, but at least two (2) hours prior to the starting time of his/her scheduled shift. This notice may be waived if the employee could not comply with this requirement because of circumstances beyond his/her control. 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 11. 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 cash out, submit to the EMPLOYER in writing, the specific number of PTO hours requested for cash out. The EMPLOYER shall cash out such PTO at a designated time during 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 13A – SICK LEAVE

Section 1. Sick leave shall be earned by regular and probationary employees at the rate of .046154 hours for each hour of service, provided that the accrual rate for newly employed, re-employed or reinstated employees shall be earned at the rate of .030769 hours for each hour of service for the first six (6) full months of service.

Section 2. Sick leave benefits shall only accrue when an employee is on compensated regular hours or, in accordance with state or federal law, on approved military leave.

Section 3. An employee may accumulate seven hundred twenty (720) hours of sick leave. For each 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 the termination of employment of any regular employee, except an employee terminated due to discharge or other disciplinary reasons, such employee shall be paid for his/her accumulated unused sick leave at the employee's base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

Section 5. An employee shall utilize his/her allowance of sick leave on the basis of application therefor approved by the EMPLOYER, for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for acute medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence is necessary, subject to certification by medical authority.

The term "immediate family" is limited to child, stepchild, adopted child, foster child, adult child, spouse, sibling, parent, stepparent, grandparent and an adult person regularly residing in the employee's immediate household.

The amount of sick leave that can be used to care for an employee's adult child, spouse, sibling, parent, stepparent, grandparent or adult person regularly residing in the employee's immediate household may not exceed 160 hours in the aggregate in any 12-month period.

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

Section 6. Sick leave benefits when authorized 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 designated supervisor or his/her designee as soon as possible, but at least prior to the starting time of his/her scheduled shift. This notice may be waived if the employee could not comply with this requirement because of circumstances beyond his/her control.

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 shall be required to furnish evidence of disability to the EMPLOYER. When the EMPLOYER has evidence that an employee's absence from duty is unnecessary, or if the employee fails to undergo an evaluation or furnish the report as requested by the EMPLOYER in accordance with the Article herein titled "Health and Safety," the EMPLOYER shall have the right to require the employee to return to work on a specified date.

Section 9. Employees may utilize sick leave to pay for approved health and fitness activities, to a maximum of \$2,000.00 per year.

ARTICLE 13B – 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 12B, Paid Time Off.

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

ARTICLE 14 – GENERAL CONDITIONS OF LEAVES OF ABSENCE

Section 1. Except as otherwise provided in this AGREEMENT, 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 must be approved by the EMPLOYER.

Section 2. Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deduction shall be made from leave accumulation 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 3. Accrual of vacation leave and sick leave 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 or sick leave accruals for the period of leave without pay with the exception of approved military leave.

Section 4. The EMPLOYER, upon prior notice to the employee, may cancel an approved leave of absence without pay, except approved military leave, at any time the EMPLOYER finds that the employee is using the leave for purposes other than those specified at the time of approval or under circumstances where the EMPLOYER finds that it is necessary that the employee return to work.

Section 5. Employees may participate in a Special Leave Without Pay Program as established by the Hennepin County Board of Commissioners. The Special Leave Without Pay Program period is established by the County Board. Upon the request of either party, the EMPLOYER and the UNION shall meet and confer on the extension of this program.

Section 6. The EMPLOYER'S policy on the use of Special Leave Without Pay (SLWOP) provides that employees may use SLWOP in cases where they would not otherwise take the leave. The EMPLOYER will, therefore, interpret its policy on SLWOP to allow SLWOP for Union Leave and Parenting Leave in cases where the employee would not otherwise take the leave.

ARTICLE 15 – BEREAVEMENT LEAVE

Section 1. When necessary, leave with pay will be granted in cases of death of the following: spouse, parent, parent-in-law, step-parent, children, step-children, grandchildren, brothers and sisters, son-in-law, daughter-in-law, brother and sister-in-law, aunts, uncles, nieces, nephews, grandparents, grandparents-in-law, or person regarded as a member of the employee's immediate family. Such leave shall be subject to approval by the EMPLOYER and limited to a maximum of twenty-four (24) working hours per occurrence not to exceed forty-eight (48) hours in any payroll year.

ARTICLE 16 – MILITARY LEAVE OF ABSENCE WITHOUT PAY

Section 1. In accordance with the requirements and provisions of state and federal laws, employees shall be entitled to military leaves of absence without pay for service 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 17 – ELECTION DAYS

Section 1. An employee who is entitled to vote in any election, as defined in M.S. 204C.04, subd. 2, may absent himself/herself from his/her work for the purpose of voting during the forenoon of 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. Employees who are not eligible to vote or have no intention to vote shall not be entitled to benefits under this Article.

ARTICLE 18 – MILITARY RESERVE TRAINING

Section 1. In accordance with state and federal laws, any regular or probationary 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 pay rate for the period of the active-duty required for such training not to exceed fifteen (15) days per calendar year.

ARTICLE 19 – ABSENCE WITHOUT LEAVE

Section 1. Any absence of an employee from scheduled duty that has not been authorized shall 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 it is determined the circumstances surrounding the absence warrant such action.

ARTICLE 20 – LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS

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

- A. Retain the workers' compensation benefits and request a medical leave of absence without pay.
- B. Retain the workers' compensation benefits and receive from the County any earned additional differential benefit available from accumulated sick leave, vacation leave, or other accumulated leave time. The total weekly compensation including leave and workers' compensation benefits shall not exceed the weekly base rate of any employee.

ARTICLE 21 – SALARY RATES

Section 1. Employees covered by this AGREEMENT as follows shall be compensated in accordance with the following annual schedules and provisions:

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

<u>Class</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Juvenile Correctional Officer	\$48,401.44	\$72,602.16
Recreational Therapist	\$40,245.76	\$69,281.47

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

<u>Class</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Juvenile Correctional Officer	\$49,611.48	\$74,417.21
Recreational Therapist	\$41,251.91	\$71,013.51

Effective **January 3, 2021**, the following rates shall apply:

<u>Class</u>	<u>Minimum Rate</u>	<u>Maximum Rate</u>
Juvenile Correctional Officer	\$50,603.70	\$75,905.56
Recreational Therapist	\$42,076.95	\$72,433.78

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

Section 3. Any salary adjustments provided for in this AGREEMENT, shall commence on the beginning of the first payroll period after which the employee becomes qualified and authorized to receive the adjustment.

Section 4. At the discretion of the EMPLOYER and in the event the EMPLOYER encounters difficulty with respect to attraction and/or retention of qualified staff in a particular job classification, the parties by mutual agreement, may negotiate a modified salary schedule or other compensation matters for such classification.

ARTICLE 22 – INSURANCE

Section 1.

A. Employee Contributions toward Health Premiums

Standard Plan

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

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

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

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

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

Advantage Plan – HCMC/NorthPoint

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

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

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

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

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

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

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

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

C. Health Insurance Provider Tiers, 2019, 2020, 2021, 2022

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

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

D. Health Care Plan Reserves Fund

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

E. Dependent Eligibility Verification Audit

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

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

- Flexible Spending Account – Health Care (optional)
- Flexible Spending Account – Dependent Care (optional)
- Flexible Spending Account – Adoption Assistance (optional)
- Flexible Spending Account – Parking (optional)
- Dental Insurance and 40% Subsidy
- Vision Insurance (optional)
- Basic Life Insurance of \$50,000 (EMPLOYER paid)
- Additional Life Insurance (optional)
- Spouse/Domestic Partner Life Insurance (optional)
- Dependent Life Insurance (optional)
- Short Term Disability Plan (optional) – requires standard hours of 30 or more/week
- Long Term Disability Plan (auto-enrolled, Employer-paid) - requires standard hours of 30 or more/week
- Deferred Compensation (optional – does not require employee to be benefit earning)
- 529 MN College Savings Plan (optional – does not require employee to be benefit earning)
- Bus cards with 50% subsidy – (optional - does not require employee to be benefit earning)

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

Section 4. The EMPLOYER reserves the right to change insurance carriers, or self-insure, as long as the level of benefits is similar.

Section 5. Early Retiree Health Insurance Program (ERHIP).

Subd. 1. Benefit. The County shall provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP as though the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost of dependent coverage in addition to any required share of the single premium. The County 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 EHRIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.

Subd. 2 Eligibility. Only employees that have County group health insurance coverage in force on the date of employment termination and who were hired by the County 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 Hennepin County service, from an approved Minnesota public service retirement program.

C. The eligible employee at the time of retirement qualifies for and applies for a retirement annuity (other than a deferred annuity), from an approved Minnesota public service retirement program with at least twenty-five (25) years of covered service, at least ten (10) of which must have been with Hennepin County.

Subd. 3 Opt-out. Employees eligible to participate in the ERHIP may opt-out of the program. Employees desiring to opt-out 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 UNION.

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 County and the Union (or in the case of a unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part, this ERHIP. In the event the union is decertified as the exclusive representative, the County may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

Section 6. Health Care Savings Plan (HCSP)

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

Subd. 2 Eligibility. Only regular benefits-eligible employees are eligible to participate in the HCSP. Employees hired, re-hired or re-instated after January 1, 2008, unrepresented 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. County Contribution The County 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 the second paycheck in February of each year in the amount determined by the service threshold as of December 31 of the same calendar year:

<u>Years of Service</u>	<u>County Annual Contribution</u>
More than 5 years and less than 10 years of 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

ARTICLE 23 – INTERMITTENT-TEMPORARY EMPLOYEES

Section 1. Employees who are in the status of temporary (employed for a duration of six (6) months or less), regular part-time working less than forty (40) hours per pay period, or intermittent shall not be covered by any fringe benefit or seniority provisions in this AGREEMENT.

ARTICLE 24 – COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section 1. This AGREEMENT shall represent the complete AGREEMENT between the UNION and the EMPLOYER.

Section 2. The parties acknowledge that during the negotiations which resulted in this AGREEMENT, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT, each voluntarily and unqualifiedly waives the right and each agrees that the other 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 25 – SAVINGS CLAUSE

Section 1. This AGREEMENT is subject to the laws of the United States, the State of Minnesota and Hennepin County. In the event any provisions of this AGREEMENT 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.

ARTICLE 26 – COURT DUTY

Section 1. After due notice to the EMPLOYER, regular or probationary employees subpoenaed to serve as witnesses in a work-related matter 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 arrangements for a leave of absence. Any employee required by subpoena to serve as a witness in accordance with the provisions of this section shall be entitled to a minimum of two (2) hours pay at their base pay rate.

Section 2. Any absence, whether voluntary or by legal order, to appear or testify in private litigation as a plaintiff or defendant, unless work connected, shall not qualify for leave under this Article and shall be charged against accumulated vacation or compensatory leave or be without pay.

ARTICLE 27 – STABILITY ADJUSTMENTS

Section 1. When a regular employee has completed five (5) years, of continuous service in the County as of December 1 of the current year, he/she shall be eligible to receive two and one-half (2½) percent of his/her annual salary for the current calendar year based on his/her current base rate of pay. For each additional year, of continuous service after five (5), the employee shall qualify for an additional one-half (½) of one (1) percent up to and including his/her tenth continuous year. For all 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. At the discretion of the EMPLOYER, credit may also be given for prior service with the EMPLOYER provided the employee has been reinstated by the EMPLOYER within five (5) years of his/her previous County service.

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

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

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

ARTICLE 28 – SEVERANCE PAY

Section 1. Severance pay shall be paid to regular employees who have completely severed their employment with eight (8) years or more of continuous service with the County and leave in good standing by giving notice before leaving. Employees in the Correctional Unit may leave in good standing if they provide 2-week notice. However, for an employee to be eligible for severance pay they must still provide 4-weeks notice. If the employee in the Correctional Unit fails to provide the required four (4) weeks notice, the EMPLOYER shall exclude one hundred sixty (160) hours of sick leave severance pay to which the employee may be otherwise entitled in accordance with this AGREEMENT. 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 County, 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 the unused accumulated sick leave and unused accumulated vacation leave accrued to such employee during Hennepin County employment to be paid upon complete separation or retirement of the employee from County 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 occasioned by death shall be paid to a named beneficiary or, lacking same, to the deceased's estate or legal representative.

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

Section 3. The eligibility provisions 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 County.

ARTICLE 29 – HEALTH AND SAFETY

Section 1. In the interest of appropriate leave administration and work safety to individuals, co-workers, and 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. If the EMPLOYER requires an evaluation or report from a medical authority other than the employee's personal or treating authority, or if it is necessary to submit the question to a third authority in the event of conflicting opinions, the EMPLOYER shall pay the fee for such evaluation or report.

ARTICLE 30 – WORK CLOTHING

Section 1. Newly hired Juvenile Correctional Officers and Recreational Therapists, during their first year of employment, shall be provided uniform clothing items of the quality, type, and style prescribed by the EMPLOYER if such uniform is required.

Juvenile Correctional Officers and Recreational Therapists shall receive a maximum clothing allowance of **\$375** annually that shall be remitted in equal monthly installments of \$31.25. Eligible employees are responsible for any loss to their personal clothing and personal effects except as provided in Section 2.

Employees are required to exercise reasonable diligence in the use and care of furnished uniform items. Employees will be responsible for any damage to uniform items caused by the employee's negligence, e.g. tobacco burns or alterations due to such factors as weight changes. 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. Juvenile Correctional Officers and Recreational Therapists must wear and maintain the uniform as specified by the EMPLOYER. Upon termination of employment, uniform items equivalent in quantity to the original issue or the value of such uniforms including badges, insignia and other EMPLOYER property must be returned to the EMPLOYER.

Any employee other than Juvenile Correctional Officers or Recreational Therapists who is required by the EMPLOYER to wear a special work uniform as a condition of continued employment shall have such uniforms furnished by the EMPLOYER.

Section 2. Any regular employee who has completed one (1) full year of service (2,080 hours) who is working with residents or inmates of Hennepin County correctional facilities and who in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the EMPLOYER, incurs damage to his/her prescription glasses or prosthetic items, stemming from the aggressive, and/or intentional and overt act or consequences of such act of a person not provoked by him/her in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive reimbursement for the reasonable cost of repair or replacement of such damaged item(s). A report of any alleged damage must be made immediately to the employee's supervisor with a written statement setting forth the article(s) damaged and the circumstances under which the damage occurred, all of which shall be subject to verification by the supervisor. Worn-out clothing will not be replaced and any item damaged is to be turned over to the EMPLOYER if a replacement is granted.

Section 3. Any employee who is not covered by Article 30, Section 2 and who is working with residents or inmates of Hennepin County correctional facilities, who in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the EMPLOYER, incurs damage to his/her personal clothing or prescription glasses or prosthetic items, stemming from the aggressive, and/or intentional and overt act or consequences of such act of a person not provoked by him/her in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive reimbursement for the reasonable cost of repair or replacement of such damaged item(s). A report of any alleged damage must be made immediately to the employee's supervisor with a written statement setting forth the article(s) damaged and the circumstances under which the damage occurred, all of which shall be subject to verification by the supervisor. Worn-out clothing will not be replaced and any item damaged is to be turned over to the EMPLOYER if a replacement is granted.

ARTICLE 31 – INJURY ON DUTY

- Section 1.** An employee working with residents or inmates of Hennepin County correctional facilities, who in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the EMPLOYER, incurs a disabling injury stemming from the aggressive, and/or intentional and overt act or consequences of such act of a person not provoked by him/her in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the employee's base pay rate and benefits paid under workers' compensation, if any, for a period not to exceed one hundred twenty (120) calendar days.
- Section 2.** Benefits granted under this Article shall not be charged against accumulated leave benefits.

ARTICLE 32 – UNION - EMPLOYER COOPERATION

- Section 1.** The parties agree to meet on a quarterly basis for the purpose of reviewing and discussing issues of common interest. Other meetings may be held as mutually agreed upon by the parties. Any mutual agreement reached at such meetings shall be placed in writing.

ARTICLE 33 – FITNESS FOR EMPLOYMENT

- Section 1.** An employee who becomes ill or disabled to the extent that the employee is unable to carry out the duties and responsibilities of the assigned position, but is fit and otherwise qualified to perform alternate work the EMPLOYER has available in the department which employs such employee, shall return to duty and perform such alternate work. Such return to duty is subject to qualification requirements for the class of work to be performed and is further subject to the EMPLOYER having both a suitable available position of alternative work and sufficient funding for such position.
- Section 2.** In the event that there is a dispute between the employee's physician and the EMPLOYER'S physician as to the employee's capability of performing the duties and responsibilities of the employee's position, a third medical authority, acceptable to both the EMPLOYER and the UNION, shall be selected whose medical opinion shall be binding upon the parties.

ARTICLE 34 – TIME OFF FOR TESTING

- Section 1.** Employees who have applied for a 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 35 – PART-TIME/TEMPORARY EMPLOYEES

- Section 1.** Regular and probationary employees 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 part-time regular and probationary employees who are scheduled to work at least twenty (20) hours per workweek as it contributes to full-time regular employees. The holiday benefit for part-time employees that work less than a full-time schedule, 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.

Section 2. Temporary employees shall not participate in any benefits provided by this AGREEMENT.

Section 3. This article is effective January 1, 2010.

ARTICLE 36 – EDUCATIONAL ASSISTANCE

Section 1. Tuition reimbursement shall be provided to employees covered by this collective bargaining AGREEMENT under the same terms and conditions, policies and procedures as the rest of Hennepin County as outlined and reflecting a county-wide pool for funding. See Hennepin County Tuition Reimbursement frequently Asked Questions.

ARTICLE 37 – EFFECTIVE DATES

Section 1. All provisions of this AGREEMENT which were changed from the prior agreement shall become effective upon this AGREEMENT's execution date except as otherwise noted.

A. Any provisions which become effective prior to this AGREEMENT's execution date shall apply only to employees of record as of the execution date.

ARTICLE 38 – TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, **2019**, to December 31, **2021**, 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 **X** day of **month**, **2019**.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is being executed in order to memorialize several items of understanding that Hennepin County and Teamsters Local #320, Correctional Unit, reached during negotiations on the 2012-2013 Labor Agreement. This Memorandum of Understanding expires on December 31, 2013.

Jury Duty—Article 26

The parties understand that employees regularly assigned to a shift other than the day shift will be temporarily assigned to the day shift Monday through Friday during the period the employee is required to appear for jury duty. This includes employees assigned to work overnights on weekends. The provisions pertaining to jury duty in Article 26 of the Labor Agreement continue to be applicable to this situation. The Union agrees not to file any grievance on behalf of an employee whose seniority or overtime assignment rights may be impaired or overridden as a result of an employee's temporary day shift assignment for jury duty.

Grievance Procedure

The parties agree to modify the labor contract's grievance procedure as follows:

Step 3. PANEL – If the grievance is not settled satisfactorily in Step 1 or 2 and the UNION desires to appeal, the union business agent or his/her designated representative may file an appeal to the Step 3 Panel or bypass the Panel and proceed directly to Step 4 Arbitration within 12 days of the EMPLOYER's answer from Step 2. Upon an appeal to the Panel, a grievance resolution panel will hear and attempt to resolve grievances in an expeditious manner that are not resolved by the parties at Step 1 or 2. The panel shall consist of one member appointed by the UNION, one member appointed by the EMPLOYER and a neutral mediator appointed by the Commissioner of the Bureau of Mediation Services. The panel shall be scheduled to meet six times per year on a bi-monthly basis. If the parties' representatives on the Panel after hearing the grievance reach agreement as to its appropriate disposition, the Panel's decision shall be final and binding on the parties. If the parties' representatives on the Panel fail to mutually agree upon a resolution to a grievance, the grievance shall be returned to the parties without decision or recommendation. The panel shall provide the parties with a written decision on each grievance presented. Any agreements reached by the parties' representatives shall be reduced to writing and be signed.

Amend the first sentence of Step 4 Arbitration to read as follows:

Step 4. ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, the employee and the UNION may refer the grievance to arbitration within nine (9) days after the Panel's decision in Step 3 in accordance with the provisions of the Public Employment Labor Relations Act of 1984, as amended.

Delete Section 7 of Article 7.

The above changes to the grievance procedure will sunset on December 31, 2013, unless extended by mutual agreement of the parties. In the event these modifications to the grievance procedure are not extended, the parties agree that the grievance procedure will revert to the procedure specified in the parties' 2010-11 labor agreement.

Labor-Management Committee (LMC)

The parties agree to establish a Labor-Management Committee (LMC) during the term of the 2012-13 labor agreement as follows:

Discussion Issue: The scope of the LMC will be limited to discussing safety and security issues at the JDC and CHS. Other topics may be added by mutual agreement of the parties; any items not on the agenda but brought to the meeting are tabled until the next LMC.

Membership: Both parties may appoint up to 6 members to the committee. The Bureau of Mediation Services (BMS) will provide a neutral facilitator for the LMC sessions.

Pay for Members: The Employer will pay up to six LMC attendees plus reasonable travel time. The Employer will allow other union members to use SLWOP to attend LMC meetings if the employee is required to miss work time to attend.

Number of Meetings: Meetings are scheduled quarterly unless the parties agree to add meetings by mutual agreement. The parties intend that the first three (3) meetings in 2012 be held during the first three months after the BMS appoints a facilitator for the committee.

Sunset: The committee expires on December 31, 2021, unless extended by mutual agreement of the parties.

Dated: August 2019 –

Signed by: Todd Olness
Labor Relations Representative
Hennepin County Labor Relations

Signed by: Terry Neuberger
Business Agent
Teamsters Local #320

Clarification of Seniority Rights for Probationary Employees

MEMORANDUM OF UNDERSTANDING
BETWEEN
HENNEPIN COUNTY
AND
TEAMSTERS LOCAL #320, CORRECTIONAL UNIT

The purpose of this letter is to resolve a grievance the Union filed on behalf of probationary employees in 2011 and to clarify how the parties will interpret and administer the Article 6 seniority rights of probationary employees.

The Union agrees to dismiss with prejudice the grievance it filed on behalf of probationary employees regarding the ability to bid shifts or open vacancies.

The parties further agree to the following interpretation of Article 6 seniority rights of probationary employees:

- Probationary employees do not have seniority rights to bid shifts or vacancies. Probationary employees may express their shift preference during the annual shift bid and preference to move to an open vacancy during the year. The Employer reserves the right to deny these requests for any reason.
- Probationary employees will be placed on the seniority list for the limited purposes of assigning overtime, both forced and voluntary, and vacation requests.

Dated: April, 2012

Signed by:
Gregory L. Failor
Labor Relations Representative
Hennepin County Labor Relations

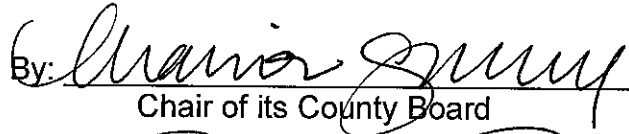
Signed by:
Craig Johnson
Business Agent
Teamsters Local #320

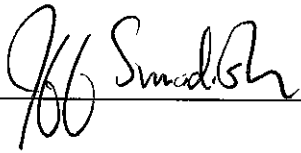
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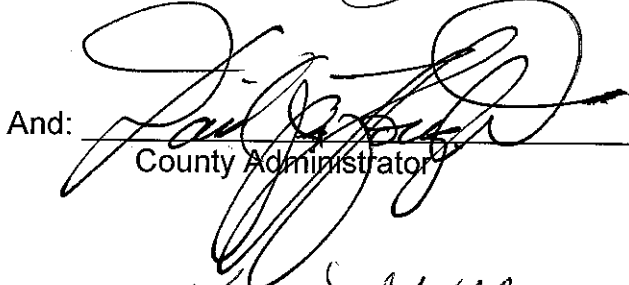
WITNESSES:

HENNEPIN COUNTY



By: 
Chair of its County Board



And: 
County Administrator

DATE:

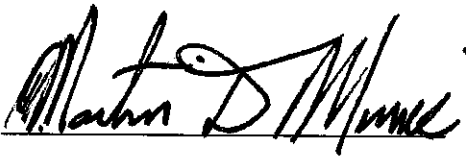
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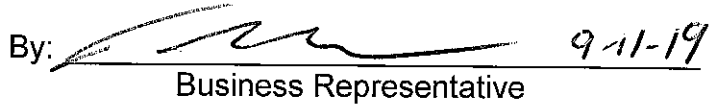
ATTEST: 
Deputy/Clerk of the County Board

And: 
Chief Labor Relations Officer

Reviewed by the County
Attorney's Office

TEAMSTERS, LOCAL #320
CORRECTIONAL UNIT



By:  9-11-19
Business Representative

DATE: 9/4/2019