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Agreement Between

HENNEPIN COUNTY

and the

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFSCME Council 14, Local #2822, Clerical Unit

January 1, 2004 - December 31, 2005

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NOTE: New language is shaded. Please exercise care in administering such new language. Contact you Labor Relations Representative at 612 348-5010 with any questions.

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ARTICLE 1 - PREAMBLE

This AGREEMENT, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and the American Federation of State, County and Municipal Employees, Council No. 14 and its affiliated locals as identified in the Article herein titled "Recognition," hereinafter called the UNION. The parties hereto agree as follows:

ARTICLE 2 - RECOGNITION

Section 1. The EMPLOYER recognizes the UNION as the exclusive representative for the following unit of Hennepin County employees under the Minnesota Public Employment Labor Relations Act (M.S. 179A.01-179A.25).

A. Clerical Unit (AFSCME Council No. 14, Local 2822). Employees in all clerical and related classifications in Hennepin County in the classifications of:

Account Clerk, Principal
CFAS Record Information Specialist
Clerk
Computer Operator
Credit/Collections Representative
IT Assistant Operations Analyst
Legal Secretary
Librarian, Associate
Medical Transcriber Sr.
Office Specialist I
Office Specialist II
Office Specialist III
Office Specialist, Principal
Production Publishing Operator
Production Publishing Operator, Senior
Production Publishing Operator, Principal
Production Publishing System Operator, Senior
Public Service Assistant
Real Estate Clerk, Principal
Real Estate Clerk, Senior
Service Center Representative
Service Center Representative, Senior
Sheriff's Clerk
Sheriff's Custody Records Coordinator
Sheriff's Identification Clerk
Tax Clerk
Tax Clerk, Senior

whose employment is fourteen (14) hours or more per week and more than sixty-seven (67) work days per year, excluding supervisory, confidential and those employees covered by the Charitable Hospitals Act.

Section 2. The UNION recognizes the Labor Relations Representative designated by the Labor Relations Director, as the representative of the EMPLOYER and shall meet and negotiate exclusively with such representative, except as may be otherwise specifically provided in this AGREEMENT. No agreement establishing terms and conditions of employment or other matters made between the 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, in accordance with the provisions of Minnesota Statute 179A.06, subd. 1, agrees not to enter into any agreements establishing terms and conditions of employment with members of the bargaining unit under jurisdiction of this AGREEMENT either individually or collectively which in any way conflict with the terms and conditions set forth in this AGREEMENT, except through the certified representative.

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

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

ARTICLE 3 - DEFINITIONS

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

A. **BASE PAY RATE**: The employee's basic hourly rate exclusive of overtime premium, shift premium, stability or any other special allowances.

B. **CLASS:** One or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title can be used with clarity to designate each position; that similar general qualifications are needed for the performance of duties; that comparable selection procedures may be used to recruit employees, and that the same schedule of compensation can be applied to all positions.

C. **COMPENSATED PAYROLL STATUS**: Receipt of cash payment for scheduled time worked or for time on approved compensated leave.

D. **CURRENT**: Shall mean the present time period as designated such as hour, day, month, year.

E. **DAYS**: Unless otherwise indicated, means calendar days.

F. **DEMOTION**: A change from a position in one work classification to a position in another work classification with less responsible duties and a lower salary range maximum.

G. **DEPARTMENT**: The term department(s) as referenced in this AGREEMENT shall be those established by the EMPLOYER in its organizational structure. For reference purposes, a current description of such department(s) is included in Attachment B.

H. **EMERGENCY**: An unforeseen crisis situation or condition so defined by the EMPLOYER.

I. **EMPLOYEE**: A member of the exclusively recognized bargaining unit as identified in the Article herein titled "Recognition," who has been employed on the basis of permanent appointment to a continuing position.

J. **EMPLOYER**: County of Hennepin or its designated representative(s).

K. **FULL MONTH OF SERVICE**: An average 173.33 compensated hours.

L. **FULL TIME**: A work schedule equivalent to an average of 2,080 regular hours per year.

M. **LAYOFF**: Separation from service with the EMPLOYER necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations. When such separation is due to emergency circumstances, only a separation in excess of fifteen (15) calendar days shall be considered a layoff.

N. **LEAVE OF ABSENCE**: An approved absence from work duty during a scheduled work period with or without compensation.

O. **PART TIME**: An individual so designated by the EMPLOYER whose normal work schedule consists of fewer hours than the full-time schedule.

P. **PERMANENT EMPLOYEE**: A member of the exclusively recognized bargaining unit identified in the Article herein titled "Recognition" who has completed the required probationary period for newly employed, re-employed or reinstated employees, who has been employed on the basis of permanent appointment to a continuing position.

Q. **PROBATIONARY PERIOD**: Probationary periods are as follows:

(1) Newly Employed: The first one thousand forty (1,040) compensated regular hours 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 one thousand forty (1,040) compensated regular hours of service following a promotional appointment or a transfer.

R. **PROMOTION**: A change of an employee from a position in one work classification to a position in another work classification with a higher salary range maximum.

S. **REGULAR HOURS**: Time on compensated payroll status exclusive of overtime hours and exclusive of on-call hours.

T. **REINSTATEMENT**: Re-employment of a former permanent or probationary employee in a work classification to which he/she was assigned prior to termination.

U. **STEWARD**: An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party.

V. **TEMPORARY EMPLOYEE**: An individual designated by the EMPLOYER as temporary and whose employment is not to exceed six (6) months duration in temporary status in a calendar year.

W. **TERMINATION IN GOOD STANDING**: Any termination other than dismissal for disciplinary reasons and for which terminating employee has given the required minimum notice in advance of leaving.

ARTICLE 4 - UNION SECURITY

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

A. The EMPLOYER shall once each month deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION. Only the duly certified exclusive representative shall be granted payroll deduction of dues for employees covered by this AGREEMENT.

B. The EMPLOYER shall remit such deductions monthly to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made.

C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld and any fair share assessments authorized by law.

D. Such dues deductions shall be cancelled by the EMPLOYER upon written request by the employee.

E. The EMPLOYER shall, once each calendar quarter or more frequently upon request of the UNION, make available to the UNION a report listing all employees covered by the bargaining unit as identified by the Article herein titled "Recognition." Such report shall contain the name, classification, pay rate, work unit and mailing address of record. The UNION shall compensate the EMPLOYER for the cost of producing each such report at the rate of $25.00 per copy per bargaining unit. Such report will not be available more frequently than once each bi-weekly payroll period.

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 under the provisions of this Article.

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

A. There shall be not more than thirty-five (35) bargaining unit employees designated as stewards, subject to alteration upon mutual agreement between the UNION and the EMPLOYER.

B. Not more than one employee representative (steward or officer) will be authorized time off with pay to investigate or present any one grievance matter to the EMPLOYER. Nothing in this clause is intended to limit the number of union stewards who may request to use their own time (vacation, compensatory, or time without pay) to investigate and present grievances.

C. Bargaining unit employee stewards and officers may leave their work stations with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work stations. Concurrence of the supervisor to leave a work station for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.

D. Employee representatives of the UNION shall receive paid time off to participate in joint labor-management committee meetings and meet and confer sessions with the EMPLOYER. Time off with pay under this subsection shall be limited to those activities specifically initiated and/or approved by the EMPLOYER and occurring during the employee's regularly scheduled work time.

E. The EMPLOYER shall make reasonable adjustments to the workloads of employee representatives of the UNION who receive paid time off for UNION related activities under the provisions of subsections B, C, and D above. Such adjustments shall be made only for those employees who perform these activities on a regular, ongoing basis.

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

Section 5. The 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.

Section 6. The UNION may use the EMPLOYER's facilities for union business with prior approval of the EMPLOYER.
The UNION shall have access to the EMPLOYER's internal mail distribution system and electronic (e-mail) system consistent with the practice existing on the effective date of this AGREEMENT. However, the UNION agrees to request prior authorization from the EMPLOYER's Labor Relations Department prior to use of the e-mail system for any mass communication.

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

Section 8. Employees have the right to join or to refrain from joining the UNION. 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, there shall be no discrimination or coercion against any employee because of union membership or nonmembership. The UNION shall, in its responsibility as exclusive representative of the employees, represent all employees without discrimination, interference, restraint or coercion.

Section 9. Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veterans preference laws relating to the employment, discharge or promotion of veterans.

Section 10. The EMPLOYER shall give all new bargaining unit employees, at the time of new employee orientation, a copy of this AGREEMENT, which is to be provided by the UNION.

ARTICLE 5 - EMPLOYER AUTHORITY

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

ARTICLE 6 - SENIORITY

Section 1. Seniority is an employee's length of service for the EMPLOYER from the most recent date of employment, re-employment or reinstatement.

A. Seniority is not interrupted during the period an employee is on approved leave, including leave for union business or layoff, if the employee returns to active work status having complied with all the terms and conditions of this AGREEMENT and the conditions the EMPLOYER established in approving the leave.

B. If in the event of layoff or recall from layoff two or more employees possess the same seniority date, seniority in such cases shall be in order of the date of acquisition of permanent status in the class from which layoff is to occur or has occurred. If the tie cannot be broken by this method, seniority shall be determined by the last four digits of the employee's Social Security Number, with the employee having the highest such number being the more senior.

C. Seniority in work classes covered by this AGREEMENT shall be retained and continue to accrue during the probationary period if an employee leaves a unit covered by this AGREEMENT for another position with the EMPLOYER because of promotion, demotion or transfer.

D. An employee appointed to a permanent position in the same job class and department as he/she was employed as a temporary employee shall have seniority for purposes of layoff and recall from the employee's most recent date of hire as a temporary employee, provided such temporary and permanent appointments are contiguous and sequential.

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

A. Termination of employment.

B. Layoff in excess of a period equal to an employee's length of employment but not more than three years.

C. Failure to return to work in accordance with the terms and conditions of an approved leave of absence.

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

A. Upon request of the UNION, but not more often than once each calendar year, the EMPLOYER shall establish a seniority list for the designated class(es) and unit. A seniority list shall also be established for affected class(es) within the unit at least ten (10) calendar days prior to the effective date of a layoff. A copy of seniority lists when established shall be furnished to the UNION's designated representative.

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

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

A. Layoff which shall be in inverse order of seniority within each work classification and department (except as otherwise provided in Attachment B), provided that any employee who is to be laid off and has previously served in a lower work classification covered by this AGREEMENT may request to exercise seniority rights in such lower classification or its designated equivalent.

B. Recall from layoff which shall be in order of seniority within each work classification and department (except as otherwise provided in Attachment B), provided that if an employee does not return to work upon recall, as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment.

C. If a senior employee requests exercise of seniority rights over a less senior employee for purposes of layoff, the senior employee, as a condition of the EMPLOYER granting such a request, must accept the work schedule (days of week, work shift, and number of hours per shift) and work location of the least senior employee. The senior employee, as an alternative to replacing the least senior employee in the department (except as otherwise provided in Attachment B) may, if such least senior employee's work location is outside the senior employee's geographical work area, request exercise of seniority rights over the least senior employee in the senior employee's geographical work area. Geographical work areas for the purposes of this section shall be as contained in Attachment A. In situations when more than one (1) employee in a job class is simultaneously requesting to exercise seniority rights to positions in the same lower job class, the EMPLOYER will make reasonable efforts to match scheduled hours by seniority.

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

Section 6. Assignment of employees to designated departments shall be at the discretion of the EMPLOYER. When it is necessary for the EMPLOYER to assign/re-assign an employee to a different work assignment, the EMPLOYER will provide such employee with two (2) weeks advance notice when practicable.

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

Section 8. The above provisions shall not apply to the seniority list established by the EMPLOYER and provided to the UNION prior to the effective date of a layoff as provided in Section 3A herein.

Section 9. Employees on layoff will be recalled to fill vacancies in other classes and departments for which qualified, provided they may not exercise seniority rights to create such vacancies. Such employees may waive the recall if the salary rate offered by the EMPLOYER for the position to which recalled is more than twenty (20%) percent below the salary rate of the employee when laid off. The name of an employee so recalled will remain on the layoff list for the class from which laid off, subject to the conditions and limitations set forth in this AGREEMENT.

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

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

ARTICLE 7 - GRIEVANCE PROCEDURE

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

Section 2. It is specifically understood that any matters governed by statutory provisions, County Human Resources Rules, or departmental personnel rules, except as expressly provided for in this AGREEMENT, shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved employee(s) shall be precluded from making an appeal under this grievance procedure.

Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363.01 - .20, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

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

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

A. Within twenty-four (24) calendar days after the first occurrence of the event giving rise to the grievance, present such grievance, with or without the union representative, to his/her supervisor who is designated as appropriate for this purpose by the EMPLOYER.

B. The supervisor shall give his/her oral or written answer within ten (10) calendar days after such presentation to the employee and his/her steward.

Step 2: FORMAL. If the grievance is not satisfactorily resolved in Step 1 and the UNION 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 and to the Labor Relations Director or his/her designee within ten (10) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the union representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, and the relief requested. The Department Head and/or his/her designated representative shall discuss the grievance with the UNION within ten (10) calendar days after the date presented at a time 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 and the union representative. If no settlement is reached, the Department Head or his/her designated representative shall give written answer to the union representative within ten (10) calendar days following their meeting.

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

Section 4. **ARBITRATION** - If the grievance is not settled in accordance with the foregoing procedure, the UNION may refer the grievance to arbitration within ten (10) calendar days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2. 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 Relations Act and administered by the State of Minnesota BMS. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the union representatives. The arbitrator shall notify the union representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the 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 based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation. The parties may, by written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits.

Section 5. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee/UNION may elect to treat the grievance as denied at that step. The UNION may then immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step.

Section 6. Employees serving an initial probationary period shall have right of appeal only through Step 2 of this grievance procedure except for a grievance alleging an error in salary or benefits due.

Section 7. Temporary employees and employees serving in the unclassified service shall have right of appeal only through Step 2 of this grievance procedure, provided employees of the Law Library shall also have right of appeal to the arbitration step of this grievance procedure.

Section 8. A permanent employee serving a promotional probationary period shall have right of appeal under this grievance procedure provided that such employee shall not have right to appeal beyond Step 2 of this grievance procedure, a demotion to his/her previous classification upon failure to satisfactorily complete the required promotional probationary period. When feasible, a demoted employee shall be returned to the geographical area from which originally promoted.

Section 9. The grievant shall not suffer loss of regular pay while the grievant's presence is necessary at a grievance presentation meeting with the EMPLOYER or an arbitrator, except where such grievance presentation meeting or arbitration hearing occurs during the period the grievant has been removed from his/her job for disciplinary reasons. The time spent by the grievant in an arbitration hearing shall not be counted as time worked for overtime eligibility.

ARTICLE 8 - NO STRIKE-NO LOCKOUT

Section 1. In recognition of the provisions included in this AGREEMENT for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provisions of this Article may be cause for disciplinary action including discharge.

Section 2. No lockout shall be instituted by the EMPLOYER during the life of this AGREEMENT provided Section 1 of this Article is not violated by employees or the UNION.

ARTICLE 9 - WORK SCHEDULES/PREMIUM PAY

Section 1. This Article is intended only to define the normal hours of work and to provide the basis for the calculation of premium pay, if any. Nothing herein shall be construed as a guarantee of hours of work per day or per week.

Section 2. A payroll period shall be an averaged eighty (80) hours of work within a fourteen (14) calendar day period, except as may otherwise be defined in this AGREEMENT.

Section 3. Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER.

A. Where staffing schedules are routinely subject to change, a staffing schedule showing the regular work days and work hours of all employees shall normally be prepared and posted at least fourteen (14) calendar days in advance of their effective date. Such staffing schedules, once posted, will only be modified when necessitated by unscheduled employee absences and unscheduled changes in work load. A temporary change in the staffing schedule of a part-time or temporary employee is not a staffing schedule change for purposes of this Article. Employees may mutually agree to exchange days, shifts or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime.

B. If changes concerning length and/or start and end of shifts for a work unit are to be made in existing full-time shifts, the EMPLOYER shall notify the UNION in advance of implementing the proposed changes and will provide the UNION the opportunity to meet and confer with respect to the proposed changes and their effect on employees. Such meet and confer sessions shall be conducted prior to the implementation of the change, except where an emergency or other unpredictable condition makes this impractical.

C. Employees shall normally be granted an unpaid lunch break and two (2) fifteen (15) minute relief periods during each full work shift of eight hours or more at times designated by the EMPLOYER. In some situations work demands may on occasion preclude the granting of an uninterrupted lunch break or relief period.

Section 4. Worked hours in excess of forty (40) hours per work week shall be overtime and compensated at one and one-half (1 1/2) times the employee's base pay rate or one and one-half (1 1/2) hours compensatory time for each hour worked, subject to the provision that no employee shall be eligible for overtime premium unless prior approval of the overtime work was granted by the employee's immediate supervisor or his/her designee. Overtime premium shall be provided in the form of either cash payment or compensatory time as determined appropriate by the EMPLOYER, provided employees shall have the right to indicate their preference to the EMPLOYER.

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

Section 6. Unless specifically provided in another section of this Article, the base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this AGREEMENT.

Section 7. A shift differential of $.65 per hour shall be paid to all employees who work on an assigned shift where at least five (5) hours of the shift occur between 5 p.m. and 6 a.m. Such shift differential shall be paid in addition to other forms of premium compensation for which the employee qualifies. Employees of the Department shall be subject to the same eligibility criteria for shift differential as applies to the majority of employees in their work unit.

Section 8. Employees called to the work site by the EMPLOYER shall be paid for hours actually worked at their base pay rate but not less than three (3) hours. Such payment shall be either in cash or compensatory time off as determined by the EMPLOYER.

Section 9. Should the EMPLOYER intend to institute alternate work schedules (i.e. 10 hour shifts), flex time, job sharing or work tasking, it shall first meet and confer on any of the above-mentioned items with the UNION.

Section 10. When an employee is expressly assigned to perform the duties of a position allocated to a different classification that is temporarily unoccupied, and such assignment is for forty (40) or more continuous regular hours, the employee shall be paid for all such hours at the employee's current salary rate when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or one (1) step higher than the employee's current salary, whichever is greater. In order to qualify for such higher rate, the employee must perform that work which distinguishes the higher classification from the employee's regular class in terms of level of responsibility, types of duties, and/or quality and quantity. Rotation of employees through a position in a higher class for the purpose of avoiding payment of out of class pay is a violation of the intent of the out of class pay agreement.

Section 11. Work shifts shall be considered part of the day and date on which they begin provided that in the Sheriff's Department and the Information Services Department a work shift shall belong to the day on which the majority of the hours worked occur.

Section 12. A weekend differential of $.45/hour shall be paid to all full-time employees required to work on any shift(s) that start on either Saturday or Sunday as part of their regular schedule.

Rather than being paid the weekend differential based on a work shift that starts on either Saturday or Sunday, Computer Operators in the Information Technology Department shall be paid the differential for all hours worked between 12 midnight Friday and 12 midnight Sunday where those hours are part of their regular schedule.

Such weekend differential shall be paid in addition to other forms of premium compensation for which the employee qualifies.

Section 13. Approved vacation hours shall count as hours worked for purposes of computing overtime.

Section 14. In the Sheriff's Department, overtime shall be distributed as equally as practicable.

Section 15. 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 $35.00 per payroll period. This differential shall be pro-rated on the basis of scheduled hours for part-time employees. This differential will be in effect for all compensated hours including compensated leaves.

B. Employees who provide foreign language or sign language interpretation on an occasional or irregular basis at the request of the EMPLOYER shall receive $6.00 in addition to their regular salaries for any work day on which such services are performed. This additional compensation shall not exceed $35.00 for any one payroll period.

Section 16. The provisions of Sections 7 and 12 of this Article shall be modified to be consistent with those negotiated in the Health General Service Unit represented by AFSCME Local #977 if, during the duration of this AGREEMENT, the EMPLOYER voluntarily agrees to different provisions with AFSCME Local #977.

Section 17. Employees in the job class of Senior Service Center Representative who are expressly designated to direct the operations of a Service Center in the absence of a Public Service Unit Supervisor (Service Center Supervisor) shall receive a differential of $.75 for each hour or portion thereof so designated.

Employees in the job class of Public Service Assistant who are expressly designated to direct the support functions of a library in the absence of a supervisor or a Lead Worker shall receive a differential of $.75/hour for each hour or portion thereof so designated.

The total rate paid to the employee under the provisions of this section shall not be less than the total rate provided by Section 10 of this Article ("work out of class" pay), provided the employee qualified for payment under the provisions of Section 10.

Section 18. In the event the EMPLOYER exercises its discretion to close a department, work site or workplace due to an emergency, including inclement weather, employees who were scheduled to work but could not due to such EMPLOYER decision may use accrued leave (vacation, sick leave, compensatory time, deferred holiday) to cover the hours missed. Further, with the approval of the EMPLOYER, an employee may be allowed to make up the time by working additional hours.

Section 19. For the job classes of Sheriff's Clerk and Sheriff's ID Clerk, the parties agreed to increase the shift and weekend differentials as follows:

Sheriff's Clerk and Sheriff's ID Clerk shift differential shall be $1.00 per hour.

Sheriff's Clerk and Sheriff's ID Clerk weekend differential shall be $.60 per hour.

The parties agree that such increases in shift and weekend differential shall be considered an experiment for the life of our 2004 – 2005 AGREEMENT. The EMPLOYER expects that these increases in shift and weekend differentials may positively impact the ability to attract and retain staff. Upon expiration of our AGREEMENT, the parties shall meet and confer about the impact of these increases on attraction and retention factors. Upon expiration of the 2004 – 2005 AGREEMENT, these shift and weekend differentials shall expire and the parties shall again negotiate such differentials.

ARTICLE 10 - HOLIDAYS

Section 1. Employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last work day preceding the holiday and the first work day following the holiday.

Designated holidays shall be eight (8) hours each and are as follows:

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

Section 2. Employees who work a holiday with the exception of Christmas Eve Day shall receive compensation of two and one-half (2 1/2) times their base pay rate for hours worked on the holiday. Employees who work the Christmas Eve holiday shall receive compensation of two (2) times their base pay rate for hours worked on that holiday. Compensation for holiday hours worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER.

Section 3. Except for operations which are seven (7) days per week and twenty-four (24) hours per day, when a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the holiday for employees, or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the holiday for employees. An employee, regardless of his/her work schedule, shall receive the same number of holidays as an employee whose normal work week is Monday through Friday.

Section 4. Holidays which occur within an employee's approved and compensated vacation or sick leave period will not be chargeable to the employee's vacation or sick leave time.

Section 5. Employees may observe a religious holiday on days which do not fall on Sunday or a legal holiday. Observance of such religious holiday shall be charged against accumulated vacation, compensatory leave or taken as leave without pay. The EMPLOYER may arrange to have the employee work an equivalent number of hours to the hours taken for such holiday if arrangements can be made for the employee to work another day. The employee must notify the EMPLOYER at least ten (10) days in advance of the religious holiday of his/her intent to observe such holiday. The EMPLOYER may waive this ten (10) day requirement if the EMPLOYER determines that absence of such employee will not substantially interfere with the department's function.

ARTICLE 11 - VACATIONS

Section 1. All full-time employees shall be eligible for vacation leave benefits at their current base pay rate.

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

Total Length of Compensated Full Time Regular Hours of Service Since Most Recent Date of Hire	**Annual Vacation Accrual Rate**
Less than six (6) months (1,040 compensated regular hours)	64 hours
More than six (6) months but less than five (5) years (10,400 compensated regular hours)	96 hours
More than five (5) years but less than eight (8) years (16,640 compensated regular hours)	120 hours
More than eight (8) years but less than twelve (12) years (24,960 compensated regular hours)	144 hours
More than twelve (12) years but less than eighteen (18) years (37,440 compensated regular hours)	160 hours
Over eighteen (18) years	184 hours

Section 3. Vacation leave shall not accumulate in excess of two hundred eighty (280) hours. The EMPLOYER shall not be responsible for managing an employee's vacation leave balance so as to ensure no loss of the benefit because the balance is at or near the 280 hour limit. Correspondingly, the EMPLOYER will not force employees to take vacation for such purpose.

Section 4. Requests for vacation leave must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's written approval. The forty-eight (48) hour advance notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER shall respond in writing to written employee vacation requests within seven (7) calendar days of the date the request is received provided the request is received by the EMPLOYER at least seven (7) calendar days prior to the beginning of the requested vacation period. Such employer approval must be received by the employee in order for such vacation request to be considered approved. Vacations, once approved, shall not be cancelled by the EMPLOYER except for unforeseen circumstances.

Section 5. When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER shall consider seniority, job assignment and order of submission in granting such requests.

Section 6. Upon the complete termination of employment, employees shall be eligible to receive their unused accumulated vacation as a severance payment. Any vacation severance shall be paid at the employee's base pay rate at the time of termination, and shall be subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

Section 7. Employees may use accumulated vacation leave benefits as an extension of sick leave, provided all sick leave benefits have been exhausted. Vacation leave benefits utilized as an extension of sick leave shall be subject to the same conditions regulating the use of sick leave.

Section 8. The parties agree to meet and confer for the purpose of evaluating and modifying the terms of the Vacation Donation Pilot program.

Section 9. At the discretion of the Department Director, employees hired after the execution date of this AGREEMENT, may receive vacation accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Department Director, additional vacation accrual may be granted for the purposes of retaining a valuable employee.

ARTICLE 12 - SICK LEAVE

Section 1. Sick leave shall be earned by full-time employees at the rate of eight (8) hours for each full month of service except that newly hired, re-employed or reinstated employees who have completed less than six (6) months (1,040 compensated regular hours) of full-time service, shall earn sick leave benefits at the rate of 5.33 hours for each full month of service.

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

Section 3. An employee may accumulate seven hundred twenty (720) hours of sick leave. For every eight (8) hours of sick leave accumulated in excess of seven hundred twenty (720) hours, the employee will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.

Section 4. Upon complete termination of employment in good standing of any permanent employee, such employee shall be paid for his/her accumulated unused sick leave at the employee's base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."

Section 5. An employee may utilize his/her allowance of sick leave on the basis of application therefor approved by the EMPLOYER for absences necessitated by inability to perform the duties of his/her position by reason of illness or injury, by necessity for medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom he/she is associated or members of the public with whom he/she deals would be endangered by his/her attendance on duty, or by illness in his/her immediate family for such periods as his/her absence shall be necessary subject to certification by medical authority. The term "immediate family" shall be limited to spouse, children, a person regularly residing in the employee's immediate household, or parent where the parent has no other person to provide the necessary nursing and care. Sick leave usage shall be subject to approval and verification by the EMPLOYER who may, after three (3) consecutive days' absence, require the employee to furnish a report from a recognized physical or mental authority attesting to the necessity of the leave, and other information the EMPLOYER deems necessary, as provided in the Article herein titled "Fitness for Duty." Employees whose use of sick leave is habitual, patterned or inappropriate may be required to submit such report for absences of less than three (3) days duration.

Section 6. Sick leave benefits when authorized shall be paid at the employee's current base pay rate.

Section 7. To be eligible for sick leave payment, an employee must notify his/her supervisor or his/her designee as soon as possible but not later than the starting time of his/her scheduled shift. This notice may be waived if the employee can conclusively establish that he/she could not reasonably have been expected to comply with this requirement because of circumstances beyond the control of the employee. Except that, to be eligible for sick leave payment, an employee of the Sheriff's Office who works in a twenty-four (24) hour operation must notify his/her designated supervisor or his/her designee as soon as possible but not less than (2) hours prior to the starting time of his/her scheduled shift. This notice may be waived if it is determined that the employee could not reasonably be expected to comply with this requirement.

Section 8. A disabled employee who, because of illness or injury, has exhausted all sick leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority." An employee requesting a medical leave of absence without pay shall be required to furnish conclusive evidence of disability to the EMPLOYER. If the employee fails to furnish conclusive evidence that the absence from duty is necessary, or if the employee fails to undergo an evaluation or furnish a medical report as requested by the EMPLOYER in accordance with the Article herein titled "Fitness for Duty," the EMPLOYER shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the Article herein titled "Absence Without Leave."

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

Section 10. Employees may utilize sick leave to pay for approved health and fitness activities, to a maximum of $1,200.00 per year.

ARTICLE 13 - LEAVES OF ABSENCE

Section 1. Except as otherwise provided in this AGREEMENT, written request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be granted at the discretion of the EMPLOYER and must be approved by the EMPLOYER in advance. Upon application by the employee, leaves of absence may be extended or renewed at the discretion of the EMPLOYER.

Section 2. Authorization for or denial of a requested leave of absence without pay of more than ten (10) working days duration, shall be furnished to the employee in writing by the EMPLOYER within seven (7) working days of its receipt. All leave of absence requests shall be given reasonable consideration by the EMPLOYER.

Section 3. Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deductions shall be made from leave accumulations for holidays or non-work days falling within such leave with pay, subject to the provisions set forth in the Article herein titled "Holidays."

Section 4. Accrual of vacation leave and sick leave 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 when required by law.

Section 5. A leave of absence for birth or adoption of a child shall be in accordance with the policy set forth in Section 12, Hours of Work and Leaves of Absence, of the Hennepin County Human Resources Rules.

Section 6. All leaves of absence without pay shall be subject to the condition that the EMPLOYER may cancel the leave at any time upon prior notice to the employee specifying a date of termination of the leave. Military leave, leave for purposes of union business or educational leave approved by the EMPLOYER in writing as non-cancelable for a specific duration shall not be subject to such cancellation. Notwithstanding the above, the EMPLOYER, upon prior notice to the employee, may cancel any approved leave of absence at any time the EMPLOYER has evidence that the employee is using the leave for purposes other than those specified at the time of approval.

Section 7. No leave of absence without pay shall be granted for the purpose of accepting or continuing other employment.

Section 8. Any employee returning from an approved leave of absence as covered by this Article who has complied with all the conditions upon which the leave was approved shall:

A. Be reinstated in the position held at the time the leave was granted if the leave was for a period of less than six months duration, or

B. In the event the position held at the time the leave was granted has been filled or abolished, the employee shall be reinstated to a vacant position for which qualified in the class, bargaining unit and department from which leave was granted, or

C. In the event no vacancy exists in the class, bargaining unit and department from which leave was granted, the employee may either exercise County seniority to replace the least senior employee in the class, bargaining unit and organizational unit from which the leave was granted, provided the employee is qualified to perform the work of the less senior employee, or if mutually agreeable to the employee and the EMPLOYER, be placed on a layoff list for the class, bargaining unit and department from which leave was granted. The salary rate for an employee reinstated following a leave of absence shall be the rate the employee held at the time the leave was granted or such rate as adjusted by a general adjustment to the class.

Section 9. A leave of absence for purposes of union business shall be in accordance with M.S. 179A.07, subd. 6.

Section 10. An employee acting in his/her official capacity within the limits of the authority established by the EMPLOYER who receives a disabling injury during the performance of assigned official duties wherein the injury is sustained through a physical assault by a client or a member of the public, and wherein the employee has not contributed to the cause of the injury through negligence or provocation, may be granted leave with pay for any period of disability up to ninety (90) calendar days. Request for such leave shall be presented to the EMPLOYER together with supporting documentation including appropriate physician(s) reports. Such leave, if granted, shall not be charged to normal sick leave and shall be subject to the provisions of the contractual Article herein titled "Leave Benefits and Workers' Compensation Benefits."

ARTICLE 14 - ABSENCE WITHOUT LEAVE

Any absence of an employee from scheduled duty that has not been previously authorized by the EMPLOYER may be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days may be deemed to have resigned his/her employment, provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if the employee can conclusively establish to the EMPLOYER that the circumstances surrounding the absence and failure to request leave were beyond the employee's control.

ARTICLE 15 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS

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 to be placed on a medical leave of absence without pay, or

B. Retain the workers' compensation benefit and receive from the County any available earned accumulated sick leave, vacation leave, or other accumulated leave benefit.

The total weekly compensation including leave and workers' compensation benefits shall not exceed the regular weekly base pay rate of an employee.

ARTICLE 16 - FUNERAL LEAVE

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

ARTICLE 17 - MILITARY LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE 18 - MILITARY RESERVE TRAINING

In accordance with state and federal laws, any employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve training shall receive full wages at his/her current base pay rate for the period of the active duty required for such training not to exceed fifteen (15) days per calendar year.

ARTICLE 19 - COURT DUTY

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

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

ARTICLE 20 - ELECTION DAYS

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

ARTICLE 21 - TIME OFF FOR TESTING

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

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

ARTICLE 22 - INSURANCE

Section 1. The EMPLOYER shall provide a monthly monetary allowance for each employee which shall be applied to the premium cost of individual/dependent group hospitalization and medical insurance coverage as provided by the EMPLOYER. In year 2004, such monthly allowance shall not exceed one hundred percent (100%) of the lowest cost plan (three hundred ten dollars and thirty cents ($310.30)), for each employee selecting individual coverage. For each employee selecting individual and dependent (family) coverage such monthly allowance shall not exceed six hundred fifty-five dollars ($655.00).

If the 2005 premium for the coverage and plan selected by the employee exceeds the 2004 premium, the EMPLOYER shall pay the increase provided that in no event shall the EMPLOYER allowance exceed 100% of the lowest cost plan for individual coverage. For individual and dependent (family) coverage the EMPLOYER allowance shall not exceed six hundred fifty-five dollars ($655.00) plus 50% of the weighted average increase in the family rates. In no case shall the allowance exceed the actual cost of the group coverage selected. Any cost balance which exceeds the amount available within the monthly allowance after deduction of the premium for the selected group coverage shall be paid by the employee through payroll deduction.

Section 2. Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin County Health Care Expense Account plan as an option to the EMPLOYER hospitalization and medical insurance coverage allowance specified in Section 1. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by certain mandatory payroll deductions.

Section 3. Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Dependent Care Assistance Program provided by the EMPLOYER. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes and pension contributions. Such expense account arrangement shall afford employees the opportunity to pay their qualifying expenses with earnings unreduced by mandatory payroll deductions.

Section 4. Subject to I.R.S. Rules and Regulations, each employee covered by this AGREEMENT may individually elect to participate in the Hennepin County Parking Expense Account plan. Employees may voluntarily elect to have a portion of their gross earnings placed in a special account to be managed on their behalf by the EMPLOYER. The employee can use funds from this account to pay certain employee expenses that qualify for exemption from mandatory payroll deductions such as income taxes.

Section 5. The EMPLOYER shall pay the full cost of a $20,000 double indemnity individual term life insurance contract for each employee.

Section 6. The EMPLOYER shall, subject to availability, arrange for a group Long Term Disability Insurance Plan which shall be in accordance with criteria and benefit levels established between the EMPLOYER and underwriter. Implementation and continuance shall be contingent upon such a plan being available in accordance with those criteria and available on an individual employee option basis. Employees electing the Long Term Disability option will have their sick leave accrual rate charged for the equivalent number of hours necessary to provide for the premium cost, the value of each sick leave hour to be equivalent to the employee's hourly salary rate. Employees who do not have sufficient sick leave accrual to cover premium cost shall make sufficient cost payment to the EMPLOYER. If such a plan cannot be provided on an individual option basis, the EMPLOYER has no obligation to provide for this coverage.

Section 7. It is expressly understood that the EMPLOYER's obligation in this Article is limited to payment of the specified premium charges for the group insurance coverage as specified herein.

Section 8. The EMPLOYER reserves the right to change insurance carriers or self-insure. If such change of carriers or self-insurance is to result in a change in the level of employee benefits, the EMPLOYER agrees to meet and confer with the UNION on the change.

ARTICLE 23 - SEVERANCE PAY

Section 1. Severance pay shall be paid to permanent employees who have completely terminated their employment with the County in good standing and have completed eight (8) years of continuous service with the County. 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 unused accumulated sick leave and unused accumulated vacation leave accruing to such employee during Hennepin 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 of a deceased employee shall be paid to a named beneficiary or, lacking that, his/her estate or legal representative.

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

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

Section 3. The eligibility provisions of this Article regarding years of service shall not apply to permanent employees who die prior to achieving eight (8) years of service with the County.

ARTICLE 24 - STABILITY ADJUSTMENTS

Section 1. When an employee has completed five (5) years (10,400 regular hours) of full-time service in the County as of December 1 of the current year, he/she shall be eligible to receive two and one-half (2 1/2) percent of his/her annual salary for the current calendar year based on his/her current base rate of pay. For each additional year (2,080 regular hours) of full-time service after five, the employee shall qualify for an additional one-half (1/2) of one (1) percent up to and including his/her tenth year. For all service after ten (10) years (20,800 regular hours), the stability payment shall continue at the rate established for the tenth year of five (5) percent. At the discretion of the EMPLOYER, time on authorized leave of absence for education may be included in computing stability compensation.

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

Years of Service	Maximum Base Salary On Which Stability Pay Will Be Computed
Less than eleven (11) years of service (22,880 compensated regular hours)	$16,000
Eleven (11) years but less than twelve (12) years of service (24,960 compensated regular hours)	$17,000
Twelve (12) years but less than thirteen (13) years of service (27,040 compensated regular hours)	$18,000
Thirteen (13) years but less than fourteen (14) years of service (29,120 compensated regular hours)	$19,000
Fourteen (14) years but less than fifteen (15) years of service (31,200 compensated regular hours)	$20,000
Fifteen (15) years but less than sixteen (16) years of service (33,280 compensated regular hours)	$21,000
Sixteen (16) years but less than seventeen (17) years of service (35,360 compensated regular hours)	$22,000
Seventeen (17) years but less than eighteen (18) years of service (37,440 compensated regular hours)	$23,000
Eighteen (18) or more years of service.	$24,000

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

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

Section 3. Any employee upon retiring from 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 full months of service worked during the calendar year in which such employee retired.

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

ARTICLE 25 - PART-TIME/TEMPORARY EMPLOYEES

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

Section 2. Temporary employees shall not participate in any benefits provided by this AGREEMENT except holiday benefits which shall be in the same ratio that the temporary employee's actual hours worked bears to the full-time work schedule, in the payroll period or previous calendar quarter where the holiday falls.

Section 3 The EMPLOYER agrees to notify the UNION, in advance, if the time period used to determine the holiday benefit for part-time and temporary employees is to be changed from the payroll period to the previous calendar quarter or vice versa.

ARTICLE 26 - WORK UNIT VACANCIES

Section 1. Except as otherwise provided in Attachment B, a vacant position which is to be filled by the EMPLOYER will normally be posted for not less than seven (7) calendar days within the department where located. Permanent employees within the same class and department may indicate to the EMPLOYER in writing, their interest in being considered for reassignment to fill the vacant position.

Prior to filling the vacancy, the EMPLOYER will give reasonable consideration to the senior qualified permanent employee who has requested reassignment to the vacant position.

A. The vacancy posting shall set forth the class title, salary range, nature and location of the work to be performed, the minimum qualifications, the place and manner of making application and the closing date that applications will be received.

B. In departments where there is more than one work shift, the position vacancy posting will indicate which shift applies.

C. The provisions of this Article shall apply to the initial vacancy and up to two sequential vacancies that may be created by reassignment within the department.

D. Employees who are selected for reassignment under the provisions of this Article will again become eligible for consideration six (6) months following such reassignment.

E. Departments for the purpose of this Article shall be those established by the EMPLOYER in its organizational structure. A copy of the EMPLOYER's current organizational structure identifying departments shall be furnished to the UNION by the EMPLOYER and updated as changes occur. A current copy of the EMPLOYER's organizational structure identifying departments is located in Attachment B of this AGREEMENT.

F. Seniority for purposes of this Article shall be as defined in the Article herein titled "Seniority."

G. The provisions of this Article shall not apply to the following types of vacancies.

1. Vacancies to be filled by recall from layoff.
2. Vacancies to be filled by reassignment of an employee whose position has been abolished due to lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
3. Vacancies to be filled by reassignment of an employee for reason of temporary disability or other health-related condition.

ARTICLE 27 - WORK RULES

The EMPLOYER may establish and enforce work rules that are not in conflict with this AGREEMENT. A copy of the EMPLOYER's formally established departmental work rules shall be available on or about the work site and during the work shift of employees subject to such rules. Upon request, such rules shall also be made available to the UNION. Revisions to such work rules will be labeled as new or amended and shall be posted or disseminated in advance of their effective date.

ARTICLE 28 - PERFORMANCE EVALUATIONS

Section 1. The EMPLOYER shall determine whether an employee is to be granted an in-range salary rate adjustment on a normal performance review interval established by the EMPLOYER for the employee's class. An employee shall not experience loss of such salary increase because completion of the performance evaluation is delayed through no fault of the employee.

Section 2. After an evaluation is completed, the employee will be given a copy and provided an opportunity to respond to the evaluation in writing and have that response permanently attached to the evaluation. No changes may be made in the evaluation after the employee has received and signed his/her copy.

Section 3. When an employee who is eligible for an in-range merit adjustment receives a performance evaluation which results in the employee's not receiving such increase, he/she may request review of this decision by the appointing authority or his/her designee. Such request must be made to the appointing authority within twenty-four (24) calendar days from the date the employee receives the evaluation. If the decision of the appointing authority does not resolve the matter within thirty (30) calendar days following the employee's request for review, the matter may be referred to the Director of Human Resources, for review by the Director or his/her designee. Such time limits may be waived by agreement of the parties.

Section 4. The EMPLOYER shall take into consideration time spent on union business when evaluating the quantity of work performed by the President and Co-Chief Stewards of Local 2822.

Section 5. Performance – Measures of employee performance obtained through electronic or "line count" monitoring will not be the sole criterion applied in evaluating performance.

ARTICLE 29 - EDUCATIONAL ASSISTANCE

Section 1. At the discretion of the EMPLOYER financial assistance may be provided toward the cost of tuition and lab fees which an employee pays for instruction and associated administration expenses in conjunction with educational courses approved by the EMPLOYER in advance, subject to the following conditions:

A. A Tuition Aid Request must be submitted to the EMPLOYER for approval at least sixty (60) days prior to registration for the educational course, provided that the EMPLOYER may waive this requirement when the EMPLOYER determines circumstances warrant such action.

B. The EMPLOYER shall, within thirty (30) days after receipt of the tuition aid request, give the requesting employee written notice of whether the proposed educational course is, or is not, approved for tuition assistance.

C. If the proposed educational course is not approved, no educational assistance will be provided by the EMPLOYER. If the proposed educational course is approved, up to one hundred percent (100%) financial assistance may be provided for tuition and registration fees upon completion of the course and submission by the employee of (1) evidence of tuition paid (receipt), and (2) proof of satisfactory completion (a grade report indicating a "C," satisfactory or better).

D. To assist employees in planning and selecting educational alternatives, the EMPLOYER shall make available to

employees information on such guidelines and/or criteria as the EMPLOYER may use in determining which educational courses will be approved for reimbursement.

Section 2. Where courses are required and certified by the appointing authority as essential to current job performance, such appointing authority shall grant 100% reimbursement for tuition, required fees and required study materials.

Section 3. At the request of an employee, an Individual Development Plan shall be established. Any employee making the request shall be provided with paid time to work with their Supervisor or Human Resources to develop a training plan for career development within Hennepin County. Human Resources will be a source of career information, and postings, in which the employee may have an interest. Time allotted for this activity and the training plan adopted shall be subject to mutual agreement of the Employee and Supervisor.

ARTICLE 30 - FITNESS FOR DUTY

When question exists related to appropriate leave administration or work safety to individuals, co-workers or others, the EMPLOYER may require employees to undergo a medical evaluation that will enable the EMPLOYER to determine the employee's fitness for performance of his/her duties. When the EMPLOYER requires an evaluation or report from a medical authority, either the employee's personal or treating authority or the medical authority of the EMPLOYER's selection, the EMPLOYER shall:

A. Pay the fee charged for such evaluation or report if such is not covered through the health insurance program made available to employees by the EMPLOYER, and

B. Compensate the employee at his/her base pay rate for regularly scheduled work time the employee was unable to work due to obtaining the evaluation if the evaluation result is that the employee is found fully fit to perform his/her work duties and responsibilities.

ARTICLE 31 - MEET AND CONFER

Section 1. Upon the request of either party, the EMPLOYER and UNION agree that the EMPLOYER and not more than five (5) representatives of the UNION will meet and confer each month relative to health, safety, items which are neither negotiable nor subject to the grievance procedure, and such other matters the parties may mutually agree to discuss. Such meet and confer activity may also be conducted once each month independently within work units and/or departments on issues specific to that work unit and/or department. The union committee for such purpose shall consist of up to three (3) employees from the affected work unit/department. The EMPLOYER's policy with respect to video display terminals shall be included in the subjects considered appropriate for meeting and conferring under this Section.

Section 2. Upon the request of either party, the EMPLOYER and UNION agree that not more than six (6) representatives of the EMPLOYER and not more than six (6) representatives of the UNION will meet and confer once each month or more frequently as the parties agree regarding pay equity, sick leave, health care cost containment, workload, technology changes and resulting impact, clerical career ladders, clerical work-related injuries, parenting leave policies, and/or child care concerns, work week schedules, work loads/case loads, and impact of possible legislation involving the death penalty and/or Roe v. Wade. Upon mutual agreement of the parties, such meet and confer activity may include additional representatives from other employee organizations.

Section 3. Upon request of the UNION, the parties shall establish Labor/Management Committees to discuss such topics as Family Medical Leave Act, Environmental Health and Safety, ADA/Workers Compensation, and Total Quality Management (TQM).

Section 4. Meet and confer activity shall be scheduled for the purpose of discussing county-wide planning/change initiatives with County Administration. Labor/Management meetings between County Administration and AFSCME Business Agents and Local Presidents could be used for this purpose.

The parties further agreed to meet and confer on Personal Time Off (PTO), Pay for Performance, Integration, and Short-Term Disability (STD) Insurance.

Section 5. No later than the first full payroll period following the execution date of the AGREEMENT, the parties have agreed to establish a couty-wide dignity and respect Meet and Confer team to review this issue with the goal of creating a plan to be utilized by September 1, 2004.

Section 6. The parties have agreed to Meet and Confer on the following issues:

Job Class Flexibility/Service Integration and Productivity (NOTE: This could include the merging of certain job classes during the life of this AGREEMENT).

Budget Impacts.

Establishing a Post Retirement Health Care Expense Account.

Employee automobile travel expense reimbursement procedures.

ARTICLE 32 - DISCIPLINE

Section 1. The EMPLOYER will discipline employees in the classified service only for just cause.

Section 2. Discipline, when administered, will be in one or more of the following forms and normally in the following order:

A. Oral Reprimand
B. Written Reprimand
C. Suspension
D. Discharge or disciplinary demotion.

Section 3. If the EMPLOYER has reason to reprimand any employee, it shall normally not be done in the presence of other employees or the public.

Section 4. Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of permanent employees are appealable up to and through the arbitration step of the grievance procedure contained in this AGREEMENT.

Section 5. The EMPLOYER and UNION shall make available to each other all information and evidence that will be used to support a suspension or discharge or defense against such action no later than the Step 2 meeting of the grievance procedure.

Section 6. Personnel Records.

A. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel records. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the Human Resources office record shall normally state the corrective action expected of the employee.
B. An employee who is reprimanded in writing, suspended, disciplinarily demoted, or discharged shall be furnished with a copy of notice of such disciplinary action.
C. Upon written request of the employee, a written reprimand shall be removed from the employee's personnel record if no further disciplinary action has been taken against the employee within two (2) years following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand.
D. Employees shall have access to information contained in their personnel records in accordance with the provisions of the Data Practices Act, as amended.

Section 7. Union Representation.

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

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

Section 9. Unclassified employees of the Law Library shall have the same rights under this Article as classified employees.

ARTICLE 33 - EMPLOYEE ASSISTANCE

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

ARTICLE 34 - NON-DISCRIMINATION

In accordance with applicable city, state and federal law, all provisions of this AGREEMENT shall be applied equally by the EMPLOYER and the UNION to all employees without discrimination based on race, color, creed, religion, age, sex, disability, marital status, affectional preference, public assistance status, criminal record or national origin. In the event that any of the pertinent antidiscrimination laws are changed during the term of the AGREEMENT to include or exclude a protected class or classes, this AGREEMENT will be applied so as to include or exclude that class or classes within the provisions of this section. In addition, all provisions of this AGREEMENT shall be applied equally by the EMPLOYER and the UNION to all employees without discrimination as to political or organizational affiliation or membership in the UNION.

ARTICLE 35 - SCOPE OF AGREEMENT

This AGREEMENT shall represent the complete agreement between the UNION and EMPLOYER. The parties acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.

Therefore, the EMPLOYER and 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 or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE 36 - SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Hennepin County. In the event any provision of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provision.

ARTICLE 37 - VOLUNTARY LEAVE WITHOUT PAY

Section 1. Employees may participate in a Voluntary Leave Without Pay Program as established by the Hennepin County Board of Commissioners. The Voluntary Leave Without Pay Program period is from date of County Board Approval through December 31, 2004.

Section 2. Upon the request of either party, the EMPLOYER and the UNION shall meet and confer on the extension of this Voluntary Leave Without Pay Program through calendar year 2005.

Section 3. The EMPLOYER's policy on use of Special Leave Without Pay (SLWOP) provides that employees may use SLWOP in cases where they would otherwise not take the leave. The EMPLOYER will therefore interpret its policy on SLWOP to allow SLWOP for Union Leave and Parenting Leave in cases where the employee would not otherwise take the leave.

ARTICLE 38 - SALARY RATES

Section 1. Employees covered by this AGREEMENT as follows shall be compensated for each hour of service in accordance with the following schedule and provisions:

Effective December 28, 2003, the following monthly/hourly rates shall apply:

	MONTHLY		HOURLY	
Classification	**Minimum Rate**	**Maximum Rate**	**Minimum Rate**	**Maximum Rate**
Account Clerk, Principal	$2,616	$3,548	$15.092	$20.469
IT Assistant Operations Analyst	$2,238	$3,221	$12.912	$18.583
CFAS Record Information Specialist	$2,446	$3,496	$14.112	$20.169
Clerk	$1,723	$2,049	$ 9.940	$11.821
Computer Operator	$2,411	$3,188	$13.910	$18.392
Credit/Collections Representative	$2,120	$3,004	$12.231	$17.331
Legal Secretary	$2,311	$3,352	$13.333	$19.338
Librarian, Associate	$2,395	$3,278	$13.823	$18.912
Medical Transcriber, Senior	$2,333	$3,245	$13.460	$18.710
Office Specialist I	$1,986	$2,446	$11.463	$14.112
Office Specialist II	$2,049	$2,583	$11.821	$14.902
Office Specialist III	$2,096	$2,903	$12.092	$16.754
Office Specialist, Principal	$2,314	$3,231	$13.350	$18.640
Production Publishing Operator	$1,822	$2,356	$10.512	$13.592
Production Publishing Operator, Senior	$2,026	$2,701	$11.688	$15.583
Production Publishgin Operator, Principal	$2,357	$3,208	$13.598	$18.508
Production Publishing System Operator, Sr	$2,132	$2,891	$12.300	$16.685
Public Service Assistant	$1,872	$2,354	$10.800	$13.581
Real Estate Clerk, Principal	$2,435	$3,403	$14.054	$19.633
Real Estate Clerk, Senior	$2,213	$3,045	$12.773	$17.567
Service Center Representative	$1,945	$2,808	$11.221	$16.200
Service Center Representative, Senior	$2,307	$3,253	$13.310	$18.767
Sheriffs Clerk	$2,179	$3,040	$12.571	$17.538
Sheriffs Custody Records Coordinator	$2,609	$3,607	$15.052	$20.798
Sheriffs Identification Clerk	$2,219	$3,222	$12.802	$18.588
Tax Clerk	$2,191	$2,865	$12.640	$16.535
Tax Clerk, Senior	$2,401	$3,224	$13.852	$18.600

Effective December 26, 2004 the following hourly/monthly rates shall apply:

	MONTHLY		HOURLY	
Classification	**Minimum Rate**	**Maximum Rate**	**Minimum Rate**	**Maximum Rate**
Account Clerk, Principal	$2,616	$3,548	$15.092	$20.469
IT Assistant Operations Analyst	$2,238	$3,221	$12.912	$18.583
CFAS Record Information Specialist	$2,446	$3,496	$14.112	$20.169
Clerk	$1,723	$2,049	$ 9.940	$11.821
Computer Operator	$2,411	$3,188	$13.910	$18.392
Credit/Collections Representative	$2,120	$3,004	$12.231	$17.331
Legal Secretary	$2,311	$3,352	$13.333	$19.338
Librarian, Associate	$2,395	$3,278	$13.823	$18.912

Medical Transcriber, Senior	$2,333	$3,245	$13.460	$18.710
Office Specialist I	$1,986	$2,446	$11.463	$14.112
Office Specialist II	$2,049	$2,583	$11.821	$14.902
Office Specialist III	$2,096	$2,903	$12.092	$16.754
Office Specialist, Principal	$2,314	$3,231	$13.350	$18.640
Production Publishing Operator	$1,822	$2,356	$10.512	$13.592
Production Publishing Operator, Senior	$2,026	$2,701	$11.688	$15.583
Production Publishgin Operator, Principal	$2,357	$3,208	$13.598	$18.508
Production Publishing System Operator, Sr	$2,132	$2,891	$12.300	$16.685
Public Service Assistant	$1,872	$2,354	$10.800	$13.581
Real Estate Clerk, Principal	$2,435	$3,403	$14.054	$19.633
Real Estate Clerk, Senior	$2,213	$3,045	$12.773	$17.567
Service Center Representative	$1,945	$2,808	$11.221	$16.200
Service Center Representative, Senior	$2,307	$3,253	$13.310	$18.767
Sheriffs Clerk	$2,179	$3,040	$12.571	$17.538
Sheriffs Custody Records Coordinator	$2,609	$3,607	$15.052	$20.798
Sheriffs Identification Clerk	$2,219	$3,222	$12.802	$18.588
Tax Clerk	$2,191	$2,865	$12.640	$16.535
Tax Clerk, Senior	$2,401	$3,224	$13.852	$18.600

Section 2. The EMPLOYER shall determine the rate of compensation for each employee within the established salary range for their class 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.

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

Section 4. In 2004 the EMPLOYER shall pay to the UNION or its designee $.27/hour for each regular hour spent on compensated payroll status by members of the bargaining unit including hours paid as severance in accordance with the provisions of Article 23. Such employer payment shall be remitted quarterly to the UNION or its designee. Such payment shall be used to provide a dental insurance plan arranged and administered by the UNION. In 2005 the EMPLOYER shall pay to the UNION or its designee $.28 for each regular hour spent on compensated payroll status.

Section 5. 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 39 - AUTOMOBILE TRAVEL EXPENSES

Section 1. When employees are required by the EMPLOYER to use their private automobiles while engaged in County business, the employee shall be entitled to reimbursement at the rate established and periodically reviewed by the County's Department of Budget and Financial Affairs for actual mileage incurred.

Section 2. Reimbursement shall be made for reasonable parking expenses actually incurred by the employee but not to exceed the levels outlined in the County's Administrative Manual. Parking reimbursement shall be in accordance with the policy stated in the County Administrator's memorandum of January 3, 1995. Parking reimbursement rates may be increased by action of the County Administrator.

Section 3. If an employee is requested by the EMPLOYER to have his/her personal automobile available for business use on an ongoing basis, the employee shall be eligible for "car available" reimbursement as provided for in the County's Administrative Manual.

Section 4. To obtain reimbursement the employee shall submit a claim at the end of each calendar month on a form provided by the EMPLOYER.

Section 5. Once each year, all cost factors comprising the mileage reimbursement rate (i.e., all fixed and variable costs) will be analyzed by the EMPLOYER and rate adjustments will be provided accordingly. At the request of the UNION, two union representatives shall meet and confer with the EMPLOYER relative to automobile travel expenses.

ARTICLE 40 - RIGHT OF CONTRACTING SERVICES

Section 1 Nothing in this AGREEMENT shall prohibit or restrict the right of the EMPLOYER from contracting with vendors or others for materials or services.

Section 2. In the event the EMPLOYER finds it necessary to subcontract out work now being performed by existing employees that will result in the layoff of employees, the UNION will be notified no less than ninety (90) calendar days in advance of the date the employees will be laid off as a result of the decision to subcontract. During the ninety (90) day period, the EMPLOYER will meet with the UNION and discuss ways and means of minimizing any impact subcontracting may have on employees. In the event that existing employees are laid off as a result of the EMPLOYER engaging in a contract for service, the EMPLOYER agrees to make reasonable effort to relocate such employees in other positions for which they are qualified.

ARTICLE 41 - HEALTH AND SAFETY

Section 1. An employee concerned about the design or structure of his/her work station (chair, keyboard height, lighting, etc.) may, with or without the UNION, petition his/her supervisor for an investigation of the work station to determine compliance with the Hennepin County Ergonomics Policy. If a question arises concerning the effect of the work station on the employee's health or safety, the supervisor may require an examination and report by a physician and/or other qualified Health and Safety professionals. If the supervisor's investigation is not completed within a reasonable time, or if the results of the investigation are not satisfactory to the employee, the employee and the UNION may petition the Department Head in writing to review the matter. If the Department Head does not complete a review within a reasonable period of time, or if the results of the review are not satisfactory to the employee and the UNION, the employee and the UNION may forward the matter in writing to the Hennepin County Environmental Health and Safety Ombudsperson for final review and appropriate action.

Section 2. One representative appointed by AFSCME Council #14 shall have an opportunity to participate on the EMPLOYER's Environmental Health and Safety Committee. In addition, AFSCME Council #14 shall appoint one representative to each department's Health and Safety team. Such representative shall be an employee of the respective department.

Section 3. The Deputy County Administrator shall be designated ombudsperson for matters relating to Environmental Health and Safety.

ARTICLE 42 - TRAINEES

Section 1. An "Internal" Trainee shall be an employee who holds a permanent position with Hennepin County. An "Internal" Trainee will maintain all seniority, benefit levels and the right to return to a position in their prior class subject to seniority rights and layoff provision. "Internal" Trainees will be paid at the entry-level trainee salary of the class for which they are training, or at their existing salary, whichever is greater.

Section 2. Each Trainee program shall specify the maximum length of time a trainee may participate in the program.

Section 3. "External" Trainees are persons hired into a trainee program who do not currently hold a permanent position within Hennepin County. "External" Trainees shall generally earn up to 90% of the salary of the position for which they are training, unless a different wage has been negotiated with the UNION.

Section 4. "External" Trainees* to be employed in a program six (6) months or longer in duration and who work half-time or more shall be eligible for Health and Life Insurance benefits unless a separate different plan has been negotiated with the UNION.

Section 5. "External" Trainees shall receive the same holiday pay benefit as regular employees.

Section 6. Failure to meet the standards of the trainee program shall be considered just cause for termination of employment for "External" Trainees and just cause for termination from the trainee program for "Internal" Trainees.

Section 7. This Article shall apply to Trainees hired on or after January 2, 2000.

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

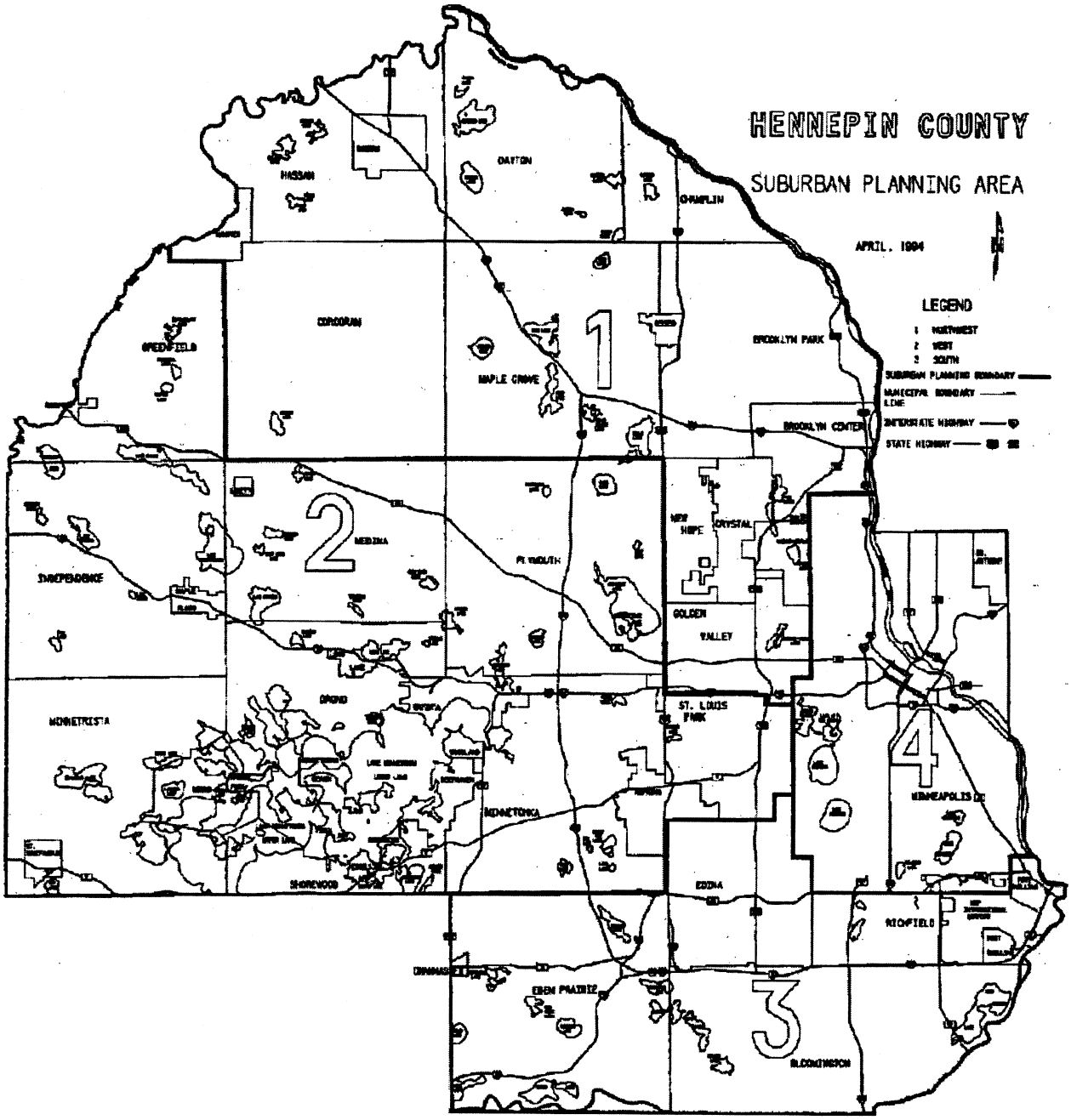
ARTICLE 43 - EFFECTIVE DATES

Except as otherwise provided, all provisions of this AGREEMENT, shall be effective the beginning of the first payroll period following its execution.

ARTICLE 44 - TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, 2004, through December 31, 2005, 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 16th day of December, 2003.

ATTACHMENT A - Hennepin County Map



ATTACHMENT B

AS OF OCTOBER 2003

The current list of Hennepin Departments is as follows:

Training and Employment Assistance	Transportation
Community Health	Primary Care
Health and Community Initiatives	Housing, Community Works and Transit
Veterans Services	Environmental Services
Children Family and Adult Services	Public Works Management and Support
Economic Assistance	Medical Center Systems
County Administration	Metropolitan Health Plan
Community Corrections	Budget and Finance
Information Technology	Intergovernmental Relations
Public Affairs	County Attorney
Public Defender	Sheriff
Law Library	Library
County Assessor	Medical Examiner
Planning and Development	Property Services
Taxpayer Services	Examiner of Titles
Internal Audit	Human Resources
Labor Relations	

NOTE: The **bolded** departments will likely be folded into one (1) department (Human Services Department).

A new list of Hennepin departments will be provided as soon as the Human Services re-organization is completed by the EMPLOYER.

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

For purposes of layoff and recall from layoff (Article 6) and work unit vacancies (Article 26), for Local 34 and Local 2822 only, the Human Services department(s), Community Corrections and Primary Care shall be considered one "Super Department".

ATTACHMENT C

FUNERAL LEAVE ADMINISTRATION UNDER THE AFSCME CONTRACT

The "Funeral Leave" article (Article 16) of the labor agreement between Hennepin County and AFSCME Council #14 provides that employees can receive paid leave to make necessary funeral arrangements and to attend funeral services in the event of a death in the employee's "immediate family." Article 16 defines "immediate family" for this purpose as comprising the following family members:

> "...spouse, parent, step-parent, parent-in-law, children, stepchildren, brothers, brothers-in-law, sisters, sisters-in-law, aunts, uncles, nieces, nephews, grandparents, grandchildren, or **person regarded as a member of the employee's immediate family.**" (Emphasis added.)

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

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

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

Letter of Understanding Regarding Legislative Transfer of Position

LETTER OF UNDERSTANDING
BETWEEN
AFSCME COUNCIL 14 AND HENNEPIN COUNTY

Hennepin County and AFSCME Council 14 agree to the following related to the letter of November 2, 1995, to Rita During and Steve Marincel from Rolland Toenges regarding the legislative transfer of positions:

1. The terms of this letter will not apply to the employees of Hennepin County District Court in the following job classifications when the District Court employees are transferred to the State of Minnesota on or about July 1, 2003:

Court Clerk	Senior Court Clerk
Court Specialist	Judicial Clerk
Forensic Psychologist	Sr. Microfilmer

   Therefore, the employees in the above listed job classifications will not have layoff rights as stated in Article 6 Seniority of the labor agreement.

2. The terms of this letter will apply to all other bargaining unit employees of Hennepin County District Court in job classifications as of July 1, 2002 where these job classifications are used in other County departments.

3. On or after July 1, 2002, employees newly hired to Hennepin County District Court in the job classifications listed in paragraph 2 above will not have layoff rights as stated in Article 6 Seniority of the labor agreement.

4. Employees in job classifications listed in paragraph 2 above with layoff rights will identify their interest in remaining a County employee by December 31, 2002. Failure of an employee to notify the County of their interest in remaining a County employee by that date will result in the employee terminating any layoff rights as stated in Article 6 Seniority of the labor agreements.

5. For those employees in paragraph 2 who have identified an interest in remaining a County employee, once an offer of employment is made to these employees, regardless of whether or not the offer is accepted, layoff rights as stated in Article 6 Seniority of the labor agreement are terminated for said employee.

6. The parties agree to Meet and Confer regarding this process.

Steve Marincel for AFSCME Council 14	William Peters for Hennepin County

Signed: December 14, 2001

Letter of Understanding Classification Study

LETTER OF UNDERSTANDING
BETWEEN
HENNEPIN COUNTY
AND
AFSCME COUNCIL #14
LOCALS 34, 552, 977, 1719, 2822, 2938

Hennepin County understands AFSCME's concern that classification studies requested by employees it represents be processed in a timely manner. Further, that AFSCME has an interest in periodically knowing the status of such studies.

In order to provide AFSCME with information regarding the status of particular classification studies, Hennepin County agrees to meet and confer once each calendar quarter for this purpose. Upon making a request for such meet and confer sessions AFSCME agrees to identify the particular classification studies of interest at least two weeks in advance of the meet and confer sessions. Such advance notice will enable Hennepin County to arrange for the presence of staff who possess the knowledge sought by AFSCME.

Roland C. Toenges
for Hennepin County

Cynthia M. Nelson
for AFSCME Council 14

Date Signed:
December 12, 1997

Clarification of Health Insurance Article

December 1, 1995

TO WHOM IT MAY CONCERN:

This letter is to clarify the interpretation of Section 7 of Article 22, Insurance, contained in the collectively bargained agreement between Hennepin County and AFSCME Council 14 for the period January 1996 through December 1997.

The parties to this Agreement acknowledge that there is a mutual duty to bargain regarding a change in the level of health insurance benefits unless such change occurs as a result of a change in insurance carriers or self insurance.

The parties further acknowledge that, pursuant to existing Minnesota Statutes, the aggregate level of benefits provided by a group insurance contract may not be reduced unless the parties to the collective bargaining agreement agree to the reduction in benefits. Under existing statutes, therefore, if a change in insurance carriers or self insurance will result in a reduction in the aggregate level of benefits for employees, such change may not occur without agreement of the parties to the collective bargaining agreement.

Signed by:

John Shabatura for HENNEPIN COUNTY	Stephen Marincel for AFSCME Council 14
Date Signed December 14, 1995	Date Signed December 14, 1995

Transfer to Another Jurisdiction Letter

November 2, 1995

Rita During and Steve Marincel
AFSCME Council 14
300 Hardman Ave. S., Suite 2
South St. Paul, MN 50075-2469

Dear Ms. During and Mr. Marincel:

This letter is intended to clarify the procedures which would be followed in the event that the Minnesota Legislature transfers positions occupied by bargaining unit employees to the State of Minnesota or to another political subdivision.

If the legislature were to mandate such a transfer of positions (or of bargaining unit work), Hennepin County would find itself confronted with a lack of work for employees, and/or a lack of funds. This would be a potential layoff situation as defined by Article 3 of the labor agreement. The procedures set forth in Article 6, Section 4, would therefore apply.

This means that such layoffs (or transfers to another jurisdiction) would take place in order of inverse seniority as provided in the contract. Senior employees would be able to exercise seniority rights over less senior employees, subject to the conditions and limitations found in the labor agreement.

The only additional qualifications is that if the legislation mandating the transfer of positions specifically identifies the employees to be transferred, the County would be required to follow the provisions of the law. This requirement is found in both the labor agreement (Article 36 and the Public Employment Labor Relations Act (M.S. 179A.20, Subd. 2).

Sincerely,
Rolland C. Toenges
Labor Relations Manager

Clarification of Seniority Letter

March 8, 1994

Mr. Steve Marincel
Business Representative
AFSCME Council #14
267 Lafayette Frontage Road South
St Paul, MN 55107-1683

Dear Mr. Marincel:

The purpose of this letter is to clarify how the parties shall interpret and administer Article 6, Seniority, Section 9 of our Clerical and Related Labor Agreement. Section 9 reads as follows:

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

An employee laid off pursuant to Article 6, Section 4 will be recalled via Section 9 to fill vacancies in other classes and departments for which qualified. The employee must accept such recall unless the pay for the job class to which he/she is recalled is more than 20% below that of the job class from which laid off.

The Employer will first recall such laid off employees to vacancies covered by the Clerical and Related Bargaining Unit. If no vacancy is available within the bargaining unit, the Employer will recall such employees to a vacancy outside the bargaining unit, if available.

If the vacancy to which an employee is recalled via Section 9 is in a different class than that from which he/she was laid off (either within bargaining unit or outside bargaining unit), the employee will remain on a layoff list for the job class and bargaining unit from which laid off. When a vacancy occurs anywhere in the bargaining unit in the job class from which the employee was laid off, the employee shall be recalled to fill such vacancy subject to seniority provisions. Upon such recall, the employee will be removed from the layoff list.

If after recalling an employee to a vacancy in a different job class from which laid off (via Section 9), a vacancy becomes available in the job class from which the employee was laid off, but such vacancy is outside the bargaining unit, it shall be the Employer's option to assign the employee to such vacancy. If the employee is so assigned, he/she shall remain on a layoff list for the job class from which laid off in the bargaining unit.

If this interpretation is consistent with your understanding of Article 6, Section 9, please so signify by signing below.

Sincerely,
William P. Peters
Labor Relations Representative

Signed by:
Steve Marincel
AFSCME Council #14

Memorandum Of Understanding - Military Reservists Benefits

The undersigned have agreed to modify the terms of our 2002 – 2003 labor agreement so as to apply the attached Improved Benefits for Military Reservists Program to all members of the bargaining unit who qualify under the specific terms of such program.

Signed on October 8, 2003

William P. Peters
Labor Relations Director
For Hennepin County

Signed on October 14, 2003

Stephen Marincel
Union Business Representative
For AFSCME Council 14, Local 2822

Employees Time Off to Vote

http://www.revisor.leg.state.mn.us/stats/204C/04.html

WITNESSES:

Jennifer Peterse

Kristi Kuhanna

DATED:

12-16-03

Upon proper execution, this AGREEMENT will be legally valid and binding.

Martin D. Munic

Assistant County Attorney

Date 12-16-03

Approved as to Execution

Martin D. Munic

Assistant County Attorney

Date 12-16-03

HENNEPIN COUNTY

By Mike Opat

Chair of its County Board

An original document was personally signed by the Chair and is on file with the Clerk of the Board

And [signature]

County Administrator

ATTEST: Judith A. Chumley

Deputy/Clerk of the County Board

And [signature]

Human Resources Director

And [signature]

Labor Relations Director

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL NO. 14, Local #2822, Clerical Unit

By [signature]

Business Representative