

HENNEPIN COUNTY
MINNESOTA

Agreement Number: A2211343

Agreement Between

HENNEPIN COUNTY

and the

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT UNION

General Service Unit, Local 320

January 1, 2022 – December 31, 2024

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ARTICLE 1 - PREAMBLE AND PURPOSE OF AGREEMENT

Section 1. This Memorandum of Agreement, hereinafter referred to as the AGREEMENT, is entered into between the County of Hennepin, hereinafter called the EMPLOYER, and Minnesota Teamsters Public and Law Enforcement Employees' Union, Local #320, hereinafter called the UNION. The intent and purpose of this AGREEMENT is to:

- A. Express, in written form, the complete AGREEMENT between the parties on hours, wages and other conditions of employment and to specify the duration of this AGREEMENT;
- B. Establish orderly procedures for the resolution of disputes concerning the interpretation and/or application of the express provisions set forth in this AGREEMENT;
- C. Assure sound and mutually beneficial working and economic relationships between the parties hereto; and
- D. Maintain and improve greater individual productivity and quality of services.

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

ARTICLE 2 - RECOGNITION

Section 1. The EMPLOYER recognizes the UNION as the exclusive representative under Minnesota Statutes, Section 179A.03, for a unit of Hennepin County employees subject to the Minnesota Public Employment Labor Relations Act of 1984, as amended, in the classifications of Custodial Worker, Environmental Services Worker, Driver, Facilities Maintenance Operations Engineer, Facilities Maintenance Operations Mechanic, Facilities Maintenance Worker, Food Service Worker, Security Dispatcher, Senior Food Service Worker, Security Officer, Senior Cook, Stock Clerk, Laundry Services Operator and HCL Stock Clerk, Senior who work more than fourteen (14) hours per week and more than sixty-seven (67) workdays per year, excluding supervisory, confidential and all other individuals in the employ of the EMPLOYER.

Section 2. The UNION recognizes the Labor Relations Representative designated by the Labor Relations Director, as the exclusive representative of the EMPLOYER and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the UNION and the EMPLOYER shall be binding upon the EMPLOYER unless the signature of the EMPLOYER's designated Labor Relations Representative is affixed thereon.

Section 3. The EMPLOYER recognizes the UNION as the Exclusive Representative of employees as specified in Section 1 of this Article and agrees not to meet and negotiate any agreement covering terms and conditions of employment with any labor organization not so certified or with members of the bargaining unit under jurisdiction of this AGREEMENT, either individually or collectively, which in any way conflicts with the terms and conditions set forth in this AGREEMENT.

Section 4. Disputes which may occur between the EMPLOYER and UNION over the inclusion or exclusion of new or revised job classifications in the unit described in Section 1 of the Article, may be referred to the Bureau of Mediation Services (hereafter BMS) for determination.

Section 5. The EMPLOYER and the UNION agree that the unit defined in Section 1 of this Article is composed of non-essential employees.

ARTICLE 3 - DEFINITIONS

Section 1. The following terms used in this AGREEMENT shall be defined as follows:

- A. **BASE PAY RATE:** The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity or any other special allowances.
 - B. **COMPENSATED PAYROLL STATUS:** Receipt of cash payment for scheduled time worked or for time on approved compensated leave.
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- C. **DAYS:** Unless otherwise indicated, means calendar days.
- D. **DEMOTION:** A change from a position in one work classification to a position in another work classification with less responsible duties and lower compensation.
- E. **EMPLOYEE:** A member of the exclusively recognized bargaining unit as defined in the Article herein titled "Recognition."
- F. **EMPLOYER:** County of Hennepin or its designated representative(s).
- G. **FULL TIME:** A work schedule equivalent to an average of two thousand eighty (2,080) regular work hours per year.
- H. **LAYOFF:** Separation from service with the EMPLOYER, in excess of fifteen (15) calendar days necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct or other behavioral considerations.
- I. **LEAVE OF ABSENCE:** An approved absence from work duty during a scheduled work period with or without compensation.
- J. **PROBATIONARY PERIOD:** The first six (6) calendar months of service (twelve (12) calendar months for the FMOE job classification) of newly hired, rehired or reinstated employees appointed to a regular continuing position and the first six (6) calendar months of service (twelve (12) calendar months for the FMOE job classification) following a promotional appointment.
- K. **PROMOTION:** A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.
- L. **REGULAR EMPLOYEE:** A member of the exclusively recognized bargaining unit defined in the Article herein titled "Recognition", who has completed the required probationary period for newly employed, re-employed, or reinstated *regular*-employees.
- M. **REGULAR HOURS:** Time on compensated payroll status exclusive of overtime hours.
- N. **REINSTATEMENT:** Re-employment of a former regular or probationary employee in a work classification to which they were assigned prior to termination.
- O. **STEWARD:** An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party and to perform assigned duties as may be otherwise specified in this AGREEMENT.
- P. **UNION:** Minnesota Teamsters Public and Law Enforcement Employee's Union, Local #320.

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

ARTICLE 4 - UNION SECURITY

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

- A. The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION; and
- B. The EMPLOYER shall remit such deduction to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made; and
- C. The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld; and
- D. The COUNTY is willing to provide the add/drop report electronically at no charge; and willing to start providing the quarterly report electronically at no charge; in exchange for eliminating (and/or charging the union \$25.00) the monthly report any for anything provided in paper format. The EMPLOYER shall, once each calendar quarter, make available to the UNION a report listing all employees covered by each bargaining unit as identified by the article herein titled "Recognition." The UNION shall compensate the EMPLOYER for the cost of producing each such report at the rate of \$25.00 per copy.

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

Section 3. The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within thirty (30) days of such designation, certify to the EMPLOYER, in writing, such choice and the designation of successors to former stewards. Upon execution of this AGREEMENT, the UNION shall also certify to the EMPLOYER a current list of any non-employee business representative(s).

- A. The EMPLOYER agrees to recognize stewards certified by the UNION as provided in this section subject to the following stipulations:
1. There shall be no more than six (6) stewards.
 2. Stewards have the responsibility of processing grievances in accordance with the provisions of the grievance procedure specified herein, posting UNION notices and discharging such other duties as may be provided for under the provisions of this AGREEMENT.
 3. Stewards will be allowed reasonable time to carry out said responsibilities.
- B. The UNION agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, fines, or assessments, meetings or other UNION activities on the EMPLOYER's time. The UNION may use the EMPLOYER's premises or facilities for UNION business with prior approval of the EMPLOYER.
- C. The EMPLOYER agrees to make available to the UNION space on designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office and UNION recreational or social affairs and other items specifically approved by the EMPLOYER. It is specifically understood that no notices of a political or inflammatory nature shall be posted.
- 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 shift. Such time spent in Labor Management Committees and meet and confer activity shall not qualify as time worked for overtime eligibility nor shall it affect overtime earned on an employee's regular schedule.

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

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

ARTICLE 5 - EMPLOYER AUTHORITY

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

ARTICLE 6 - SENIORITY

Section 1. The EMPLOYER shall establish seniority lists within thirty (30) days of the execution date of this AGREEMENT, for each work classification covered by this AGREEMENT, to include and rank, in order of highest to lowest seniority, all regular employees in the bargaining unit which shall:

- A. Be based upon the employee's length of service with the EMPLOYER from the most recent date of employment, re-employment, reinstatement or appointment to the employee's current work classification. The seniority date of employees transferred from the Minneapolis Public Library (MPL) system to Hennepin County shall be January 1, 2008. An employee's length of service at MPL will be used to determine the employee's seniority within this transferred MPL group.
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- B. Be updated annually and posted in the employee's work area with a copy furnished to each steward and the business representative of the UNION. Any employee shall be obligated to notify the EMPLOYER of any error in the seniority list within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.
- C. Provide that when an employee takes a non-compensated leave of absence from their employment which is approved by the EMPLOYER or is on layoff status and returns to active employment, having fulfilled all terms and conditions of the leave of absence or layoff as established by the EMPLOYER, seniority shall not be interrupted.
- D. Provide that upon promotion or transfer seniority in a prior work classification covered by this AGREEMENT shall be continued.
- E. Ties in seniority rank will be broken by the last four digits of the employee's Social Security Number, with the Employee having the highest such number being more senior.

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

- A. Layoff shall be in inverse order of seniority within each work classification, provided that any employee who is to be laid off and who has previously served in a lower work classification covered by this AGREEMENT may request to exercise seniority rights in such lower classification. For the purpose of layoff, "seniority" is defined as the employee's length of service for the EMPLOYER from the most recent date of employment, re-employment or reinstatement.
- B. Recall from layoff shall be in order of seniority within each work classification provided that an employee must return to work upon recall as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and the EMPLOYER.
- C. Senior qualified employees shall be given preference for the purpose of vacation, days off and shift preference. This seniority preference shall be within each work classification and designated work unit based on the employee's total work classification seniority as defined in Section 1 of this Article subject to the following conditions:
 - 1. Seniority preference for days off and shift assignment shall be bid on or about May 1, and upon the occurrence of a vacant position which is to be refilled or such other conditions as mutually agreeable to the EMPLOYER and UNION.
 - 2. The preceding paragraph shall not apply to the ACF where seniority preference for days off and shift assignment shall be bid on a mutually agreeable date each year and upon the occurrence of a vacant position which is to be refilled or such other conditions as mutually agreeable to the EMPLOYER and UNION.
- D. It is expressly understood that nothing in this Article shall in any way restrict or modify the EMPLOYER's complete discretion to determine the numbers of workers in any work units, the job classification of such workers in any work units, where work will be performed, what work will be performed, or any other matter of inherent managerial discretion or policy as set forth in Minnesota Statutes 179A.

Section 3. Employees who terminate their employment with the EMPLOYER and any employee on layoff status in excess of two (2) years shall not have any seniority rights under this AGREEMENT.

Section 4. The EMPLOYER shall issue notices of layoff to the last known address of employees as shown by the EMPLOYER's records to affected regular employees, in writing, at least ten (10) calendar days in advance of the effective date of the layoff and shall issue notices of recall from layoff to affected regular employees, in writing, at least ten (10) calendar days in advance of the effective date of the recall from layoff.

Section 5. The UNION will reimburse the EMPLOYER the expense of furnishing seniority lists required by this AGREEMENT in an amount equal to twenty-five dollars (\$25.00) per list or fifteen (\$.15) cents per employee contained on each list, whichever is greater, for each bargaining unit. 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 of twenty (\$.20) cents per page.

Section 6. Subject to funds being made available by the EMPLOYER, an employee who requests tuition reimbursement for a voluntary job-related training program, which has been approved in advance for reimbursement by the EMPLOYER, shall receive reimbursement on the basis of seniority. Once such reimbursement has been made based upon seniority, the

employee shall not be eligible again for seniority preference until such preference has been rotated through all employees requesting reimbursement.

Section 7. Security Officers will be allowed to bid, based on seniority, not only their shift but also their site preference.

Hennepin County will use its best efforts to assign locations based on the bidding process described above. Hennepin County retains the right to reassign Security Officers under certain circumstances, including, but not limited to, training, light duty, staff shortages due to vacation or sick leave or the need to fill shifts at particular sites with experienced Security Officers that have more than one year of service.

The County also reserves the right to reassign a Security Officer to a specific County facility if the Security Officer fails to maintain a "Fully Capable" rating during his or her annual performance review or the Security Officer is suspended for disciplinary reasons. A Security Officer may regain his or her right to bid their site preference, if at the time of a bid, the employee has achieved both (1) a "Fully Capable" rating during their most recent annual performance review AND (2) the Security Officer has not received a disciplinary suspension since the involuntary reassignment by the EMPLOYER.

Certain shifts may be excluded from the bidding process because of the County's need to fill these openings with newly hired Security Officers in order to ensure that they receive adequate supervision and proper training. Probationary employees will not be included in the bidding process until they have successfully completed their probationary period as they may be required to work different shifts and at different sites so the County may fully evaluate their effectiveness during the probationary period.

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 otherwise in this AGREEMENT, shall not be considered grievances under this AGREEMENT. When more than one course of remedy is, by law, available for resolution of a dispute arising from any provision(s) covered by this AGREEMENT, the aggrieved employee(s) shall be limited to one procedure through which remedy may be sought. The aggrieved employee(s) shall indicate, in writing, which procedure is to be utilized and shall sign a statement to the effect that the choice of any one procedure precludes the aggrieved employee(s) from making a subsequent appeal under any other procedure(s). Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. §§ 363.01 - .20, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

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

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

- A. Within twenty-one (21) calendar days after the first occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the employee, through the use of reasonable diligence, should have obtained knowledge of the first occurrence of the event giving rise to the grievance, presents such grievance to their supervisor who is designated for this purpose by the EMPLOYER.
- B. The supervisor shall give their oral or written answer within fourteen (14) days after such presentation; and
- C. Thereafter the parties shall have seven (7) days to attempt to resolve the grievance by mutual agreement.

Step 2. Formal - If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred, in writing, to the department head or their designated representative, within fourteen (14) calendar days after the designated supervisor's answer as provided for in Section 3, Step 1-B. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the UNION representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the relief requested. The department head or their designated representative, shall discuss the grievance with the employee within fourteen (14) calendar days after the date presented at a time mutually agreeable to the parties. If the grievance is resolved as a result of such a meeting, the settlement shall be reduced to writing and signed by the department head, or their designated representative shall give

written answer to the employee and the UNION representative within fourteen (14) calendar days following their meeting.

Step 3. ARBITRATION - If the grievance is not settled in accordance with the foregoing procedure, the employee and the UNION may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION's receipt of the EMPLOYER's written answer in Step 2, in accordance with the provisions of the Public Employment Labor Relations Act of 1984, as amended. The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Labor Relations Act and administered by the State of Minnesota 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 employee, the UNION representative and the EMPLOYER of their decision within thirty (30) days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the UNION and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this AGREEMENT, the arbitrator shall refer the grievance back to the parties without decision or recommendation.

Section 4. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER's last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee and the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step.

Section 5. The grievance procedure contained in this AGREEMENT is the sole and exclusive means of resolving all grievances arising under this AGREEMENT.

Section 6. An employee presenting a grievance may elect to be represented by the UNION at Steps 2 and 3.

Section 7. A grievance not settled in accordance with the procedure set forth in Section 3, Steps 1 and 2, may be submitted to mediation upon mutual agreement of the UNION and the EMPLOYER. Upon such agreement, the parties shall jointly petition the Commissioner, Minnesota BMS, for mediation assistance in resolving the grievance. The procedural timeline for appeal to arbitration as set forth in Section 3, Step 3, shall be extended for such time period as the parties mutually agree to seek resolution of the grievance through the mediation process.

ARTICLE 8 - NO STRIKE

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

ARTICLE 9 - DISCIPLINE

Section 1. Employees will be disciplined only for just cause.

- A. Discipline, when administered, will be in one or more of the following forms and normally in the following order:
1. Oral Reprimand
 2. Written Reprimand
 3. Suspension
 4. Discharge or Disciplinary Demotion

Circumstances may warrant waiving one or more steps in the progression.

- B. Suspensions, demotions, and discharges shall be in written form.
- C. Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- D. Upon written request of the employee, a written reprimand for any offense other than child abuse related offenses, shall be removed from the employee's personnel file if no further disciplinary action has been taken against the employee within two (2) years following the date of the reprimand, or if no disciplinary action has been taken against the employee for the same or related offenses within three (3) years following the date of the reprimand. When such written reprimand is removed in accordance with these provisions, the employee's written request for such removal shall also be removed.
- E. Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- F. Discharges will be preceded by a five (5) day suspension without pay.
- G. Employees will not be questioned concerning an investigation of disciplinary action unless the employee has been given an opportunity to have a UNION business representative present at such questioning.

Section 2. During the probationary period, an employee may be discharged without the right of grievance or appeal.

Section 3. Grievances relating to this Article shall be initiated by the UNION in Step 2 (FORMAL) of the Grievance Procedure.

Section 4. Upon the request of either party, the EMPLOYER and UNION shall make available to each other all information and evidence that will be used to support a written reprimand, suspension, disciplinary demotion or discharge or defense against such action at least seven (7) days prior to the Step 2 meeting of the grievance procedure.

ARTICLE 10 - WORK SCHEDULES - PREMIUM PAY

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

Section 2. A payroll period shall be an averaged eighty (80) hours.

Section 3. Work shifts, work breaks, staffing schedules and the assignment of employees thereto, shall be established by the EMPLOYER, subject to the provisions of the article herein titled "Seniority."

Section 4. Worked hours in excess of an averaged forty (40) hours per week shall be overtime and compensated at one and one-half (1-1/2) times the employee's base pay rate, or one and one-half (1-1/2) hours compensatory time for each hour subject to the provision that eligibility for overtime premium requires prior approval of the overtime work by the employee's immediate supervisor or their designee. Overtime premium shall be provided in the form of either cash payment or compensatory time as determined by the EMPLOYER. Compensated vacation, holidays and compensatory time shall be considered time worked for purposes of this Article except when they are used in lieu of sick leave.

Section 5. Where unassigned work needs exist in the juvenile correctional institutions in addition to regular assigned hours, subject to program requirements, employees shall be assigned work hours in the following manner:

- A. First to regular part-time staff who have not been assigned work beyond 40 hours in a given workweek.
- B. To the extent that staffing requirements are not met by assignments to regular part-time staff, on-call staff will be assigned work hours consistent with the assignment limits for their appointments.
- C. To the extent that work needs cannot be met through the above assignments, full-time staff assigned to the work location affected will be offered additional hours in accordance with their seniority beginning with the most senior.
 - 1. When overtime is offered to full-time staff under sub-section C (above), overtime will be limited to no more than 16 consecutive hours of work in any 24 hour period, except in stated emergencies.
- D. When the overtime to be worked totals 2 hours or less, overtime will be offered, by seniority, to staff already on the premises. If no staff are available to continue their shift, such overtime will be offered, by seniority, to staff scheduled to appear for the next shift. If the time remains unfilled, the normal sequence in sub-sections A-C (above) will be utilized.

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

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

Section 8. A shift differential of one dollar (\$1.00) per hour shall be paid to any employee regularly assigned to a work shift where at least five (5) hours of the shift are between 5 p.m. and 5 a.m. Such shift differential shall be paid in addition to any other form of premium pay for which the employee qualifies.

- A. The EMPLOYER agrees to continue paying the Facility Maintenance Operations Engineers (FMOEs) a night shift differential at the level such employees were receiving as of the effective date of this AGREEMENT.

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

Section 9. 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.

Section 10. In the event the EMPLOYER exercises its discretion to close a department, worksite 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. Such approved additional hours may be assigned in a work location which is different from the employee's regular work location, if practicable.

Section 11. Employees called to a County facility by the EMPLOYER shall be paid for actual hours worked at the appropriate hourly rate, but not less than four (4) hours at their base pay rate. This provision shall not apply to early call-ins or holdovers. Facilities Maintenance Operating Engineers (FMOE's) who are required by the EMPLOYER to perform work at home without reporting to a County facility, shall be compensated for time actually engaged on County business at the appropriate hourly rate, but not less than one (1) hour at their base pay rate.

Section 12. Employees who are specifically required or authorized by the EMPLOYER to use foreign or sign language skills shall be compensated for such work according to the following terms and conditions:

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

Section 13. Employees specifically assigned by the EMPLOYER to perform the duties of Field Training Officer (FTO) as defined by the EMPLOYER, will be paid an additional \$1.55 per hour for all such training, provided that the assignment is for a period of at least one (1) hour.

Section 14. FMOE's assigned to the Facility Services Department that are specifically assigned by the EMPLOYER to remain in "On-Call--Off-Premises" status shall receive at the employee's choice either sixteen (16) hours of pay at straight-time or sixteen (16) hours of straight time compensatory time off for each two (2) week period so assigned or the choice of eight (8) hours pay at straight-time or eight (8) hours of straight time compensatory time off for each one (1) week period so assigned. If the employee chooses the compensatory time option, compensated hours must be utilized by the employee within two weeks after the end of the "On-Call--Off-Premises" assignment at a time scheduled by the EMPLOYER. The employee has the right to indicate his time off preference to the EMPLOYER. The EMPLOYER will use its best efforts to grant the employee's preference.

The usual "On-Call--Off-Premises" assignment will be two full weeks in duration on a rotating basis with the FMOE "On-Call" 24/7 during this two week period. The EMPLOYER retains its existing right to assign specific employees to "On-Call--Off-Premises" duty or discontinue "On-Call--Off-Premises" assignments at its discretion at any time. "On-Call--Off-Premises" assignments will be done in full week increments (7 calendar days) not to exceed two (2) consecutive weeks.

ARTICLE 11 - HOLIDAYS

Section 1. Regular and probationary employees shall be entitled to compensated time off at their base pay rate for designated holidays. Designated holidays shall be eight (8) hours each and shall, in total, not exceed ninety-six (96) hours per calendar year, which includes the 8 hour Leave Day with pay referenced in Section E.

- A. Designated holidays are as follows:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
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 Day	December 25

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

compensated time off or cash payments at their base pay rate.

- B. Employees who work a designated holiday, with the exception of the Leave with Pay Day, shall receive overtime compensation at the rate of one and one-half (1-1/2) times base pay rate for hours worked on the legal holiday. Employees who work the Leave with pay Day shall receive straight-time compensation for hours worked. Compensation for holiday hours worked shall be provided either in compensated time off or cash payment as approved by the EMPLOYER.
- C. Except at the Adult Correctional Facility where the date of the actual holiday will be considered the official holiday, when a holiday, as designated in this Article, falls on Sunday, the following day (Monday) shall be considered the official holiday for employees or when such holiday falls on Saturday, the preceding day (Friday) shall be considered the official holiday for employees.
- D. 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.
- E. Leave with Pay Day. Regular and probationary employees may observe a religious, cultural or personally meaningful Leave with Pay Day subject to the following conditions. In those offices that must remain open to the public for the performance of public business, the supervisor shall designate a sufficient number of employees to maintain the continuity of County operations on such day. The employee needs the approval of their supervisor and must notify the supervisor at least ten (10) days in advance of their intent to take this Leave Day with Pay. The supervisor may waive the ten (10) day requirement if they determine that the absence of such employee will not substantially interfere with the department's functions.

Employees with insufficient leave time may observe a religious, cultural or personally meaningful day using leave without pay. As with a leave day with pay, the employee needs the approval of their supervisor and must notify their supervisor at least ten (10) days in advance of their intent to take this leave day without pay. The supervisor may waive this ten (10) day requirement if they determine that absence of such employee will not substantially interfere with the department's function. The supervisor may arrange to have the employee work an equivalent number of hours to the hours taken for such leave day without pay if arrangements can be made for the employee to work another day.

Section 2. See also Holiday MOU in the back of this Agreement regarding Holiday Shifts for Security Dispatchers.

ARTICLE 12A – VACATION – Employees hired/rehired/transferring prior to 1/1/23 and choosing vacation instead of PTO

Section 1. a. All eligible employees hired prior to January 1, 2023 who choose not to participate in paid time off (PTO) shall be eligible for vacation/sick leave benefits at their current base pay rate. Eligible part-time employees accrue vacation on a pro-rated basis.

Eligible employees hired/rehired/transferring into this bargaining unit on or after January 1, 2023 are not eligible for Vacation/Sick and will participate in the Paid Time off (PTO) Schedule 2. See Article 12B – PTO.

b. Converting to PTO. Those employees who are hired/rehired/transferred into this bargaining unit prior to January 1, 2023 and who elect traditional Vacation/Sick may, at any time choose to move from the Vacation/Sick program to the PTO Schedule that is appropriate for them based on their recent hire date during payroll year 2022 (See Article 12B – PTO). Effective 1/1/2023, all employees in PTO will accrue according to Schedule 2. The opportunity to move to PTO remains an ongoing choice for employees hired prior to January 1, 2023 but – once chose – is irrevocable.

c. One PTO, Always PTO. In all cases, if an employee joins the bargaining unit having participated in paid time off (PTO) such employee shall retain PTO at their existing schedule 1 or 2 during payroll year 2022 (See Article 12B). Effective 1/1/2023, all employees in PTO will accrue according to Schedule 2.

Section 2. Eligible employees hired/rehired/transferred into the bargaining unit prior to January 1, 2023 who choose to remain in the vacation/sick program shall accrue vacation benefits in accordance with the following schedule. Eligible part-time employees accrue vacation on a pro-rated basis.

Number of Eligible Years Based on Vacation Rate Date

Annual Vacation Accrual Rate

Less than six (6) months	64 hours
More than six (6) months but less than five (5) years	96 hours
More than five (5) years but less than eight (8) years	120 hours
More than eight (8) years but less than twelve (12) years	144 hours
More than twelve (12) years but less than eighteen (18) years	160 hours
Over eighteen (18) years	184 hours

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

Section 4. Requests for vacation leave must be submitted to the employee's designated supervisor on forms provided by the EMPLOYER at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's approval. The forty-eight (48) hour advance notice requirement may be waived if, in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER may also require employees to request vacations of more than three (3) days duration in advance of a vacation season.

Section 5. When it is necessary for the EMPLOYER to disapprove vacation leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such vacation leave, the EMPLOYER shall give seniority preference in accordance with the Article herein titled "Seniority."

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

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

Section 8. At the discretion of the Department Director, employees hired after February 14, 2002, may receive vacation accrual rate credit for previous relevant experience with another employer. Further, at the discretion of the Department Director, additional vacation accrual may be granted for purposes of retaining a valuable employee.

ARTICLE 12B – PAID TIME OFF

Section 1. Eligible employees hired/rehired/transferred into this bargaining unit on or after January 26, 2010 but prior to January 1, 2023 may choose either paid time off (PTO) or Vacation/Sick Leave as described in Article 12A and 12B of this AGREEMENT. Failure to make a definitive choice between paid time off (PTO) and Vacation/Sick will result in the new employee receiving Vacation/Sick. For payroll year 2022, the paid time off (PTO) program available to such employees shall be that described in Schedule 1, below. Eligible part-time employees accrue PTO on a pro-rated basis.

A. Paid Time Off (PTO) Schedule 1

Employees hired on or after January 26, 2010, who choose PTO, shall earn PTO consistent with PTO Schedule 1 below. Employees hired on or after January 26, 2010, who initially elected the Vacation/Sick Leave Program may at any time choose to move from the traditional Vacation/ Sick Leave programs to paid time off (PTO) as described in Schedule 1 below for payroll year 2022. This one-time choice is irrevocable.

Paid Time Off (PTO) Schedule 1 – Hired on or after January 26, 2010 – This schedule becomes obsolete 12/31/22 and all employees will be moved to PTO Schedule 2 effective 1/1/2023.

<u>Number of Eligible Years Based on PTO Rate Date</u>	<u>Annual Paid Time Off (PTO) Accrual Rate</u>
More than zero (0) months but less than five (5) years	20 days
More than five (5) years but less than eight (8) years	23 days
More than eight (8) years but less than twelve (12) years	26 days
More than twelve (12) years but less than eighteen (18) years	28 days

B. Paid Time Off (PTO) Schedule 2

Employees hired prior to January 26, 2010 may select an irrevocable option to convert to paid time off (PTO) and shall earn paid time off (PTO) consistent with Schedule 2 accrual rates:

Paid Time Off (PTO) Schedule 2 – In 2022, this schedule is applicable only to employees hired prior to January 26, 2010. Effective 1/1/2023, this schedule 2 becomes applicable to all eligible employees regardless of hire date and Schedule 1 becomes obsolete.

<u>Number of Eligible Years Based on PTO Rate Date</u>	<u>Annual PTO Accrual Rate</u>
More than zero (0) months but less than five(5) years	22 days
More than five (5) years but less than eight (8) years	25 days
More than eight (8) years but less than twelve (12) years	28 days
More than twelve (12) years but less than eighteen (18) years	30 days
Eighteen (18) or more years	33 days

- Section 2.** Unused paid time off (PTO) hours, which have accrued to the credit of the employee, may be accumulated to a maximum of sixty (60) days (480 hours).
- Section 3.** For eligible employees who chose paid time off (PTO) after having been in the vacation/sick program, paid time off (PTO) and vacation hours shall be combined and referred to as paid time off (PTO). However, no employee may accrue more than 480 hours of paid time off (PTO). The EMPLOYER shall not be responsible for managing an employee's paid time off (PTO) balance so as to ensure no loss of benefit because the balance is at or near the 480 hour limit. Correspondingly, the EMPLOYER will not force an employee to take paid time off (PTO) for such purpose.
- Section 4.** Requests for paid time off (PTO) must be submitted to the employee's designated supervisor at least forty-eight (48) hours in advance of the absence requested and are subject to the supervisor's written approval. The forty-eight (48) hour notice requirement may be waived in the event of illness, or if in the judgment of the supervisor, the leave will not cause undue inconvenience to the EMPLOYER. The EMPLOYER may also require employees to request paid time off (PTO) of more than three (3) days duration in advance of a vacation season.
- Section 5.** When it is necessary for the EMPLOYER to disapprove paid time off (PTO) leave requests because the number of employees requesting leave exceeds the number of employees the EMPLOYER determines it possible to grant such leave, the EMPLOYER shall consider seniority, job assignment and order of submission in granting such requests.
- Section 6.** Upon complete termination of employment, regular employees shall be eligible to receive their unused accumulated paid time off (PTO) as a severance payment. Any paid time off (PTO) severance shall be paid at the employee's base pay rate at the time of termination.
- Section 7.** At the discretion of the Department Director, employees hired on or after January 26, 2010, may receive paid time off (PTO) accrual rate credit for previous relevant experience with another EMPLOYER. Further, at the discretion of the Department Director, additional paid time off (PTO) accrual may be granted for purposes of retaining a valuable employee.
- Section 8.** Employees may use paid time off (PTO) to pay for approved health and fitness activities to a maximum of \$2,000.00 per year. Where applicable, this language shall be coordinated with Article 13B, Sick Leave, Section 6, to ensure that no employee uses paid time off (PTO) hours and frozen sick leave hours totalling more than \$2,000.00 per year.
- Section 9.** A disabled employee who, because of illness or injury, has exhausted all paid time off (PTO) benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority." An employee requesting a medical leave of absence without pay shall be required to furnish conclusive Evidence of disability to the EMPLOYER. If the employee fails to furnish conclusive evidence that the absence from duty is necessary, or if the employee fails to undergo an evaluation or furnish a medical report as requested by the EMPLOYER in accordance with the Article herein titled "Health and Safety", the EMPLOYER shall have the right to require the employee to return to work

on a specified date. Should the employee not return to work on such specified date, the employee may be considered to have resigned in accordance with the Article herein titled "Absence Without Leave."

- Section 10.** To be eligible for paid time off (PTO) payment in the event of illness, an employee must notify their designated supervisor or their designee as soon as possible, but at least two (2) hours prior to the starting time of their scheduled shift. This notice may be waived if the employee could not comply with this requirement because of circumstances beyond their control. Employees who consistently fail to provide adequate notice prior to the use of paid time off (PTO), shall be subject to disciplinary action or shall be required to submit medical verification attesting to the necessity of the leave from a medical authority.
- Section 11.** If an employee terminates employment in good standing by providing two (2) weeks written notice, such employee shall be paid for any unused paid time off (PTO) balances at the employee's base pay rate. If the employee fails to provide such required notice, the EMPLOYER shall exclude eighty (80) hours of paid time off (PTO) to which the employee may be otherwise entitled.
- Section 13.** If an employee joins the bargaining unit having participated in the EMPLOYER's PTO Program, such employee shall retain PTO at their existing PTO schedule 1 or 2.

ARTICLE 13A - SICK LEAVE

- Section 1.** Sick leave shall be earned by regular and probationary employees who choose not to participate in paid time off (PTO) at the rate of .046154 hours for each hour of service, provided that the accrual rate for newly employed, re-employed or reinstated employees shall be earned at the rate of .030769 hours for each hour of service for the first six (6) full months of service.
- Section 2.** Sick leave benefits shall only accrue when an employee is on compensated regular hours or, in accordance with State or Federal law, approved military leave.
- Section 3.** An employee may accumulate seven hundred twenty (720) hours of sick leave. For each eight (8) hours of sick leave accumulated in excess of seven hundred twenty (720) hours, the employee will be given credit for four (4) hours of additional vacation and four (4) hours of sick leave. Sick leave shall be charged off only for hours that would normally have been worked.
- Section 4.** Upon the termination of employment of any regular employee, except an employee terminated due to discharge or other disciplinary reasons, such employee shall be paid for their accumulated unused sick leave at the employee's base pay rate subject to the limitations on severance payment stated in the Article herein titled "Severance Pay."
- Section 5.** An employee shall utilize their allowance of sick leave on the basis of application therefor approved by the EMPLOYER, for absences necessitated by inability to perform the duties of their position by reason of illness or injury, mental health status, by necessity for acute medical care or dental care, or by exposure to contagious disease under circumstances in which the health of employees with whom they are associated or members of the public with whom they deal would be endangered by their attendance on duty, or by illness in their immediate family for such periods as their absence shall be necessary subject to certification by medical authority.

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

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

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

- Section 6.** Sick leave benefits when authorized shall be paid at the employee's current base pay rate.
- Section 7.** To be eligible for sick leave payment, an employee must notify their designated supervisor or their designee as soon as possible, but at least two (2) hours prior to the starting time of their scheduled shift. This notice may be waived if the employee could not comply with this requirement because of circumstances beyond their control.
- Section 8.** A disabled employee who, because of illness or injury, has exhausted all compensated leave benefits may be granted a medical leave of absence without pay. The seniority status of a disabled employee who is granted a medical leave of absence shall be determined in accordance with the provisions of the Article herein titled "Seniority." An employee requesting a medical leave of absence shall be required to furnish evidence of disability to the EMPLOYER. When the EMPLOYER has evidence that an employee's absence from duty is unnecessary, or if the employee fails to undergo an evaluation or furnish the report as requested by the EMPLOYER in accordance with the Article herein titled "Health and Safety," the EMPLOYER shall have the right to require the employee to return to work on a specified date.
- Section 9.** Employees may utilize sick leave to pay for approved health and fitness activities, to a maximum of \$2,000.00 per year.

ARTICLE 13B – SICK LEAVE

- Section 1.** For employees who choose paid time off (PTO), sick leave balances, if any, will be frozen. No additional sick leave will accrue.
- Section 2.** An employee's frozen sick leave balance, if any, may be accessed for any approved absence from work. Use of frozen sick leave shall be limited to inability to perform the duties of their position by reason of illness or injury, mental health status, by necessity for medical care or dental care, or by exposure to contagious disease under which the health of employees with whom they are associated or members of the public with whom they deal would be endangered by their attendance on duty, or by illness in their immediate family for such periods as their absence shall be necessary subject to certification by a medical authority
- Section 3.** Upon complete termination of employment in good standing of any regular employee, such employee shall be paid for his/her frozen sick leave balance at the employee's base pay rate subject to the limitations on severance payment stated in the article herein titled "Severance Pay."
- Section 4.** Frozen sick leave benefits, when authorized, shall be paid at the employee's current base pay rate.
- Section 5.** Employees who elect to participate in the EMPLOYER's paid time off (PTO) Program, shall not accrue sick leave, but rather shall accrue paid time off (PTO) consistent with Article 12B, Paid Time Off.
- Section 6.** Employees may utilize their frozen sick leave to pay for approved health and fitness activities to a maximum of \$2,000.00 per year.

ARTICLE 14 - GENERAL CONDITIONS OF LEAVES OF ABSENCE

- Section 1.** Except as otherwise provided in this AGREEMENT, request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay must be approved by the EMPLOYER.
- Section 2.** Deductions from leave accumulations for an employee on leave with pay shall be made on a work shift basis, and no such deduction shall be made from leave accumulation for holidays or non-work days falling within such leave with pay, subject to the provisions set forth in the Article herein titled "Holidays."
- Section 3.** Accrual of vacation leave, sick leave, and paid time off (PTO) benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, they will not be credited with vacation or sick leave or paid time off (PTO) accruals for the period of leave without pay with the exception of approved military leave when required by law.
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Section 4. The EMPLOYER, upon prior notice to the employee, may cancel an approved leave of absence without pay, except approved military leave, at any time the EMPLOYER finds that the employee is using the leave for purposes other than those specified at the time of approval or under circumstances where the EMPLOYER finds that it is necessary that the employee return to work.

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

ARTICLE 15 - BEREAVEMENT LEAVE

Section 1. When necessary, leave with pay will be granted in cases of death of the following: spouse, parent, parent-in-law, step-parent, children, step-children, grandchildren, brothers and sisters, son-in-law, daughter-in-law, brother and sister-in-law, aunts, uncles, nieces, nephews, grandparents, grandparents-in-law, or person employee regards as family, taking cultural circumstances into account. Such leave shall be subject to approval by the EMPLOYER and shall not exceed forty-eight (48) hours in any payroll year.

ARTICLE 16 - MILITARY LEAVE OF ABSENCE WITHOUT PAY

Section 1. In accordance with the requirements and provisions of State and Federal laws, employees shall be entitled to military leaves of absence without pay for 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 17 - ELECTION DAYS

Section 1. An employee who is entitled to vote in any election, as defined in M.S. 204C.04, subd. 2, may absent themselves from their 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. Employees who are not eligible to vote or have no intention to vote shall not be entitled to benefits under this Article.

ARTICLE 18 - MILITARY RESERVE TRAINING

Section 1. In accordance with State and Federal laws, any regular or probationary employee who is a member of any reserve component of the military forces of the United States required by official military orders or related authority to attend Military Reserve Training shall receive full wages at their current pay rate for the period of the active-duty required for such training not to exceed fifteen (15) days per payroll year.

ARTICLE 19 - ABSENCE WITHOUT LEAVE

Section 1. Any absence of an employee from scheduled duty that has not been authorized shall be deemed an absence without leave. Any employee absent without leave will be subject to disciplinary action, and any employee absent without leave for three (3) consecutive days may be deemed to have resigned their employment provided that the EMPLOYER may grant approval for leave subsequent to the unauthorized absence if it is determined the circumstances surrounding the absence warrant such action.

ARTICLE 20 - LEAVE BENEFITS AND WORKERS' COMPENSATION BENEFITS

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

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

ARTICLE 21 - SALARY RATES

- Section 1.** Employees covered by this AGREEMENT as follows shall be compensated for each hour of service in accordance with schedule in the back of this AGREEMENT.
- Section 2.** The EMPLOYER shall determine the rate of compensation for each employee within the established range based upon tenure and quality of performance provided that the EMPLOYER shall have the discretion to grant compensation in excess of the maximum rates shown when the EMPLOYER determines that the performance of any employee warrants any such additional compensation.
- Newly hired, rehired or reinstated FMOE employees shall be eligible to be considered for their first in-range increase after completing twelve (12) months of service. Employees shall be eligible to be considered for additional in-range increases after completing each additional one (1) year of service based on tenure and quality of performance as described above.
- Section 3.** Any salary adjustments provided for in this AGREEMENT, shall commence on the beginning of the first payroll period after which the employee becomes qualified and authorized to receive the adjustment.
- Section 4.** Senior Cooks whose regular assignment is in the Adult Detention Center/Adult Corrections Facility shall be compensated \$375.00 per month in addition to other forms of compensation for which the employee qualifies. All other correctional facility employees who work in the cook, stock clerk, facilities maintenance/operations mechanic, food service worker, laundry services operator or facility maintenance operating engineer series and have residents working under their direct supervision shall receive a one dollar and fifty cents (\$1.50) per hour augmentation to all hours that the employee supervises such residents.
- Section 5.** Regular employees classified as Driver shall be paid a salary augmentation under the following conditions:
- A. Their major work activity involves the operation of a cargo-type motor truck having a gross vehicle weight capacity of at least 14,000 pounds, and
 - B. The cargo is loaded and unloaded by the employee, and
 - C. The employee is in compliance with all requirements established by the Federal Department of Transportation for operators of motor vehicles of 10,000 pounds gross vehicle weight or greater.
- The salary augmentation for employees meeting the above conditions shall be \$250.00 per month.
- Section 6.** At the discretion of the EMPLOYER and in the event the EMPLOYER encounters difficulty with respect to attraction and/or retention of qualified staff in a particular job classification, the parties by mutual agreement, may negotiate a modified salary schedule or other compensation matters for such classification.

ARTICLE 22 – INSURANCE

Section 1.

A. Employee Contributions toward Health Premiums

Standard Plan

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2022, 2023 and 2024.

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

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

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2022, 2023 and 2024.

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

Advantage Plan – Hennepin Healthcare (HCMC)/NorthPoint

Employee contributions to the plan will be based on the percentage of the total premium per tier shown below for 2022, 2023 and 2024.

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

B. Health Insurance Premium and Plan Design Changes, 2023, 2024, 2025

The parties agree to a consensus decision making model within the context of the existing Labor Management Health Care Committee (LMHCC) for the purpose of setting plan design and premium for the years 2023, 2024 and 2025 as described below, and subject to the consensus parameters agreed to by the parties and incorporated by reference as an extension to this AGREEMENT.

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

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

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

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

C. Health Insurance Provider Tiers for the Standard Plan, 2023, 2024, 2025

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

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

D. Health Care Plan Reserves Fund

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

E. Dependent Eligibility Verification Audit

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

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

Flexible Spending Account - Health Care (optional)

Flexible Spending Account - Dependent Care (optional)

Flexible Spending Account - Adoption Assistance (optional)

Flexible Spending Account – Parking (optional)

Dental Insurance and 40% Subsidy

Vision Insurance (optional)

Basic Life Insurance of \$50,000 (EMPLOYER

paid) Additional Life Insurance (optional)

Spouse/Domestic Partner Life Insurance

(optional) Dependent Life Insurance (optional)

Short Term Disability Plan (optional) – requires standard hours of 30 or more/week

Long Term Disability Plan (auto enrolled, Employer -paid) - requires standard hours of 30 or more/week

Deferred Compensation (optional – does not require employee to be benefit earning)

529 MN College Savings Plan (optional – does not require employee to be benefit

earning) Bus cards with 70% subsidy – (optional does not require employee to be benefit earning)

Paid Parental Leave – 6 weeks

Indemnification

Vacation donation program

100% mental health coverage

Vacation/PTO cash out program, as authorized by County Administrator – up to 50 hours

\$500 one-time payment for new hires into remote/hybrid jobs for the first time 1/2/22-12/31/24 for the purpose of securing adequate internet connectivity. New hire receives the payment after the first six months of employment have been completed

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

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

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

Subd. 1 **Benefit.** The EMPLOYER shall provide access to the County's group health insurance program for eligible employees until the end of the month in which the employee turns age 65. An eligible employee shall receive the same County contribution towards the health insurance continuation benefit provided for in the ERHIP although the employee is actively working and has elected single coverage in the County's group health insurance program. An eligible employee may elect to continue coverage under the County's group health insurance program for dependents provided the employee pays 100% of the cost

of dependent coverage in addition to any required share of the single premium. The EMPLOYER may establish appropriate policies and procedures to implement and administer the ERHIP that are not inconsistent with the requirements of this section. These include, but are not limited to, the application process and the time period required to apply for EHRIP benefits, the process for remitting premium payments, adding or deleting dependents from coverage or the termination of coverage for the non-payment of premiums.

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

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

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

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

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

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

Subd. 4. No Guarantee of Future Benefit. Nothing in this section shall be construed to be a guarantee of future retiree health insurance benefits beyond the expiration date of this AGREEMENT. The EMPLOYER and the Union (or in the case of an unit of essential employees, an interest arbitrator) reserve the right during subsequent negotiations to modify, amend, or terminate, in whole or in part, this ERHIP. In the event the union is decertified as the exclusive representative, the EMPLOYER may, at any time after the expiration of this AGREEMENT, modify, amend, or terminate, in whole or in part, this ERHIP.

Section 6. Health Care Savings Plan (HCSP)

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

Subd. 2 Eligibility. Only regular and temporary Unclassified benefit-eligible employees are eligible to participate in the HCSP. Employees hired, re-hired on or after January 1, 2008, unrepresented employee newly hired,

REHIRED between January 1, 2007, and December 31, 2007, who become part of the bargaining unit after December 31, 2007, and employees that exercised their right to opt-out of the ERHIP, are required to participate in the HCSP. Former Minneapolis Public Library (MPL) employees who exercise their right to opt-out of the ERHIP and participate in the Health Care Savings Plan (HCSP) option shall only have their time spent in service while employed by Hennepin County as a REGULAR or temporary Unclassified EMPLOYEE count towards determining eligibility for the County contribution in subdivision 4.

Subd. 3. Employee Contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP.

Subd. 4. County Contribution The EMPLOYER shall make the following annual contributions to an eligible employee's HCSP account beginning in 2009. The EMPLOYER'S annual lump sum contribution shall be made the second paycheck in February of each year in the amount determined by the service threshold as of December 31 of the same calendar year.

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

Section 7. Unified Health Care Savings Plan

Subd. 1. Eligibility. In addition to participating in the HCSP specified in subdivisions 1-4 above, regular benefits eligible employees of record as of July 1, 2019; and employees hired, re-hired, or re-instated after July 1, 2019, are required to participate in the Unified HCSP specified in subdivision 2.

Subd. 2. Employee contribution. Eligible employees shall contribute one percent (1%) of their salary on a per pay period basis to the HCSP. Employees who, for reasons other than layoff or death, are eligible to receive severance pay on the basis of employment separation on or after July 1, 2019, shall contribute fifty percent (50%) of their severance as defined in Article 28 to the HCSP.

Section 8. Pursuant to Article 17, Section 10, Subd. 1, the EMPLOYER shall apply the terms of Hennepin County Board Resolution 09-0339 to eligible employees covered by this AGREEMENT.

ARTICLE 23 - INTERMITTENT-TEMPORARY EMPLOYEES

Section 1. Employees who are in the status of temporary (employed for a duration of six (6) months or less) or intermittent (on-call) shall not be covered by any fringe benefit or seniority provisions in this AGREEMENT.

ARTICLE 24 - COMPLETE AGREEMENT AND WAIVER OF BARGAINING

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

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

ARTICLE 25 - SAVINGS CLAUSE

Section 1. This AGREEMENT is subject to the laws of the United States, the State of Minnesota and Hennepin County. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

ARTICLE 26 - COURT DUTY

Section 1. After due notice to the EMPLOYER, regular or probationary employees subpoenaed to serve as a witness in a work-related matter or called and selected for jury duty, shall be allowed their regular compensation at their current base pay rate for the period the court duty requires their absence from work duty, plus any expenses paid by the Court. Such employees so compensated, shall not be eligible to retain jury duty pay or witness fees and shall turn any such pay or fees received over to the EMPLOYER. If an employee is excused from jury duty prior to the end of their work shift, they shall return to work as directed by the EMPLOYER or make arrangements for a leave of absence. Any employee required by subpoena to serve as a witness in accordance with the provisions of this section shall be entitled to a minimum of two hours pay at their base pay rate.

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

ARTICLE 27 - STABILITY ADJUSTMENTS

Section 1.

Consistent with the HR Rules, regular and unclassified benefit-earning EMPLOYEES with at least five years of continuous employment* as of December 1 of the current year are eligible to receive retention pay in December.

Years of Employment	Retention Pay
5	\$ 400
6	\$ 480
7	\$ 560
8	\$ 640
9	\$ 720
10	\$ 800
11	\$ 850
12	\$ 900
13	\$ 950
14	\$1000
15	\$1050
16	\$1100
17	\$1150
18 and over	\$1200

*Based on hire date as a regular or unclassified EMPLOYEE (or on hours of eligible service converted to a date in APEX if hired before October 11, 2009).

Federal and state taxes, FICA, Medicare and PERA are withheld from retention (stability) pay.

At the discretion of the EMPLOYER, time on authorized LEAVE OF ABSENCE for education may be included in computing retention compensation.

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

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

Section 3. Any EMPLOYEE upon retiring from County service shall be paid the retention payment as of the date of their retirement. However, such payment shall be prorated on the number of payroll periods worked during the calendar year in which such employee retired.

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

ARTICLE 28 - SEVERANCE PAY

Section 1. "Severance pay" refers to the cashing out of a combination of accrued but unused sick leave, vacation, and paid time off (PTO) under certain conditions and subject to the limitations stated in this article titled "Severance Pay."

For purposes of an employee's contribution to a Health Care Saving Plan (HCSP), "severance" also includes unused sick leave, vacation, and PTO balances subject to the limitations of this article, as well as Article 12A Vacation and 12B Paid time Off, See Article 22.

Eligibility. For the purposes of this Article 28, severance pay is only paid to regular employees who have completely severed their employment with eight (8) years or more of continuous service with the County and leave in good standing by giving notice before leaving. Employees in the General Service Unit must provide the EMPLOYER with two (2) weeks notice in advance of the date the employee leaves. If an employee in the General Service Unit 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. Any employee who shall have received severance pay upon termination of their 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 they have been previously compensated. Such severance shall be based upon and measured by the unused accumulated sick leave and unused accumulated vacation leave accrued to such employee during Hennepin County employment to be paid upon complete separation or retirement of the employee from County employment. Such severance pay shall not exceed eight hundred (800) hours of the unused accumulated sick leave and unused vacation leave which has accrued to the credit of the employee at the date of severance of such employment. Severance pay shall be computed on the basis of the employee's base pay rate in effect on the date of termination. Severance pay occasioned by death shall be paid to a named beneficiary or, lacking same, to the deceased's estate or legal representative.

For employees who terminate employment after eight (8) years of continuous service with the county and who were hired prior to August 4, 2019

- Employees described above (hired prior to 8/04/2019 and with 8 years of continuous service) who never convert to PTO will receive severance pay not to exceed eight hundred (800) hours of unused accumulated sick leave and unused vacation leave.
- Employees described above (hired prior to 08/04/2019 and with 8 years of continuous service) who convert to PTO will receive the balance of their PTO hours up to a max of 480 PTO hours and up to a lifetime maximum of 800 hours of frozen sick leave for a maximum total of 1280 hours.
- An employee who has already received the lifetime severance maximum of 800 sick leave hours will receive unused vacation or PTO but is not eligible for additional sick leave hours as severance [this is already the case].

For employees who terminate employment after eight (8) years of continuous service with the county and who were hired after August 4, 2019 but before 1/1/2023.

- Employees described above (hired after 08/04/2019 but before 1/1/2023 with 8 years of continuous service who never convert to PTO will receive severance pay not to exceed eight hundred (800) hours of unused accumulated sick leave and unused vacation leave.
 - Employees described above (hired after 08/04/2019 but before 1/1/2023 with 8 years of continuous service) who convert to PTO will receive the balance of their PTO hours up to a max of 480 PTO hours and up to a lifetime maximum of 800 hours of frozen sick leave for a maximum total of 1280 hours.
 - An employee who has already received the lifetime severance maximum of 800 sick leave hours will receive unused vacation or PTO but is not eligible for additional sick leave hours as severance [this is already the case].
-

Employees who do not have sick leave balances and/or who do not meet the requirement of eight (8) years of continuous service consistent with Articles 12A, Section 6, and 12B, Section 7. This process may be informally referred to as “severance pay” but is really the legally-required liquidation of accrued but unused vacation or PTO up to the contractual 280-hour vacation or 480-hour PTO cap, respectively.

	8 years of continuous service	If employee with 8 years of service comes back after terminating	Less than 8 years of continuous service
Employee with only vacation and sick leave balances	Vacation paid first up to 280 Remainder, up to 800 hour total limit, paid in sick leave	No severance unless employee left some excess sick leave on the books up to a lifetime cap of 800	Vacation paid up to 280 hours. No sick leave paid out.
Employees with both sick leave and PTO balances (employees allowed to convert from vacation to PTO)	PTO paid up to 480 hours. Frozen Sick leave paid up to a lifetime cap of 800 hours	No severance unless employee left some excess sick leave on the books up to a lifetime cap of 800	PTO paid up to 480 hours No sick leave paid out.
Employees with only PTO	PTO paid up to 480 hours	PTO paid up to 480 hours	PTO paid up to 480 hours

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 their 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 regular employees who die prior to achieving eight (8) years of service with the County.

ARTICLE 29 - HEALTH AND SAFETY

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

ARTICLE 30 - WORK CLOTHING

Section 1. Newly hired Security Officers/Dispatchers, if required by the EMPLOYER to wear a uniform, shall during the first year of employment, be provided basic uniform clothing items of the quantity, quality, type, and style prescribed by the EMPLOYER. Each Security Officer/Dispatcher that is required by the EMPLOYER to wear a uniform, after completing one full year of service, shall be eligible for a uniform clothing allowance including footwear not to exceed \$700.00 per year. Any expenditure from such allowance will be authorized only upon the employee's presentation of the clothing item(s) to be repaired or replaced and such concurrence by the EMPLOYER, authorization for actual repair or replacement expenditure from the allowance shall be limited to the type of uniform items required by the EMPLOYER.

Upon termination of employment, the Security Officer/Dispatcher may be required to return to the EMPLOYER all uniform clothing equivalent in quantity or value to that originally issued. Upon termination of employment, all badges, I.D. cards, insignia and any other County property issued to, or in the possession of the employee, shall be returned to the

EMPLOYER.

Security Officers/Dispatchers must wear and maintain the uniform as specified by the EMPLOYER. The uniform shall be worn only when performing official duties as directed by the EMPLOYER or upon such special occasions as the EMPLOYER may authorize. If bulletproof vests are required by the EMPLOYER, then the Employer will provide said vests and replace vests with expired warranties at the EMPLOYER's expense.

The EMPLOYER shall initially provide and replace at its cost the

- following items: Baton (ASP 21" Baton)
- Baton Holder
- Chemical Spray Holder
- Glove Pouch
- Key Holder
- Handcuffs
- Handcuff Holder
- Radio Holder
- Flashlight (Stinger LED with AC Charger)
- Flashlight Holder
- Belt Keepers

After the initial issue, the EMPLOYEE will utilize their clothing allowance to replace items as needed.

Security Officers/Dispatchers are required to exercise reasonable diligence in the use and care of uniform items. Any uniform items found by supervisory inspection to be worn out, damaged, or ill-fitting, shall be immediately replaced by the employee utilizing his or her clothing allowance or at his or her own expense if the annual clothing allowance has been exhausted.

Any employee other than Security Officers/Dispatchers, except those specified in Section 3, who is required by the EMPLOYER to wear a special work uniform as a condition of continued employment shall have such uniforms furnished by the EMPLOYER.

Employees other than Security Officers/Dispatchers, to include HCSO kitchen staff, required by the EMPLOYER to wear protective safety footwear will receive \$180.00 for the initial issue and towards the cost of any safety footwear that needs replacement. The EMPLOYER may specify the vendor and type of footwear eligible for reimbursement.

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

Section 3. Employees in the following job classifications at the ACF:

- Environmental Services Worker
- Facilities Maintenance Worker
- Facilities Maintenance/Operations Engineer
- Facilities Maintenance/Operations Mechanic

who have successfully completed six months of employment shall be eligible for a clothing reimbursement allowance of up to \$300.00 per calendar year. Regular part-time employees required to be in uniform will be eligible to receive a clothing reimbursement allowance of up to \$150.00 per calendar year.

Authorization for reimbursement is to cover the cost of the actual repair or replacement of uniform items and shall be limited to the type of uniform items required by the EMPLOYER. The employee must submit the receipt for the repair or replacement in order to be reimbursed.

Employees covered by this section must wear and maintain the uniform as specified by the EMPLOYER. Employees are required to exercise reasonable diligence in the use and care of uniform items. The uniform shall be worn only when performing official duties as directed by the EMPLOYER.

Section 4.

1. Employees at the ACF in the job classifications of Cook, Senior Cook, Food Service Worker, and Senior Food Service Worker shall be eligible to receive an annual clothing allowance of \$400. The clothing allowance described shall be paid in two equal lump sums of \$200 each in January and July of each year.
2. Newly hired employees at the ACF into the job classifications of Cook, Senior Cook, Food Service Worker, and Senior Food Service Worker at the ACF shall be provided with basic headwear or clothing items of the quantity, type, and style prescribed by the Employer.
3. Newly hired employees at the ACF in the job classifications of Cook, Senior Cook, Food Service Worker, and Senior Food Service Worker shall be eligible for a clothing allowance of \$150 upon completion of three months' service.
4. In addition, newly hired employees at the ACF will be eligible for 1/12 of the \$400 allowance multiplied by the number of full months of service from the date they pass probation through the following semi-annual payment of \$200. In no event will total clothing allowance exceed \$400 in any year.
5. All clothing allowance calculations under this section shall be prorated by FTE. EXAMPLE: a regular, full-time employee will receive \$400 annually; a halftime employee will receive \$200.
6. Employees shall wear and maintain clothing within guidelines specified by the Employer.
7. Upon termination of employment, the employee may be required to return to the Employer a prorated portion of the clothing allowance issued for that year.

ARTICLE 31 - INJURY ON DUTY

Section 1. An employee working with residents or inmates of Hennepin County correctional facilities, and/or a regular security officer (or a probationary security officer who has passed the New Hire Training Academy), who in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the EMPLOYER, incurs a disabling injury stemming from the aggressive, and/or intentional and overt act or consequences of such act of a person not provoked by him/her in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the employee's base pay rate and benefits paid under workers' compensation, if any, for a period not to exceed forty-five (45) consecutive workdays.

Section 2. Benefits granted under this Article shall not be charged against accumulated leave benefits.

ARTICLE 32 - UNION - EMPLOYER COOPERATION

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

ARTICLE 33 - FITNESS FOR EMPLOYMENT

Section 1. An employee who becomes ill or disabled to the extent that the employee is unable to carry out the duties and responsibilities of the assigned position, but is fit and otherwise qualified to perform alternate work the EMPLOYER has available in the department which employs such employee, shall return to duty and perform such alternate work. Such return to duty is subject to qualification requirements for the class of work to be performed and is further subject to the EMPLOYER having both a suitable available position of alternative work and sufficient funding for such position.

Section 2. In the event that there is a dispute between the employee's physician and the EMPLOYER's physician as to the employee's capability of performing the duties and responsibilities of the employee's position, a third medical authority,

acceptable to both the EMPLOYER and the UNION, shall be selected whose medical opinion shall be binding upon the parties.

ARTICLE 34 - TIME OFF FOR TESTING

- Section 1.** Employees who have applied for a promotional or transfer opportunity and are scheduled to participate in an examination process scheduled during the employee's work time will be granted time off for such purpose if the EMPLOYER determines its service will not be unduly affected by the employee's absence. Employees granted such time off will normally be scheduled to make up the time either before or after the absence provided the makeup time shall not qualify the employee for any premium compensation for which the employee would not otherwise have been eligible. If the EMPLOYER determines it is not practicable to arrange for the time to be made up, the employee shall use earned leave for the absence or, if not available, take it without pay.
- Section 2.** Subject to the conditions set forth in Section 1 herein, and not more often than twice each calendar year, employees shall be compensated for an examination process administered during the employee's regularly scheduled working hours.

ARTICLE 35 - WORK UNIT VACANCIES

- Section 1.** A vacant position in a facility which is staffed by the Division of Property Management or is in the Adult Corrections Facility, and which is in the classification of Facility Maintenance Operations Engineer, Cook, Environmental Services Worker, Facilities Maintenance Worker, Facilities Maintenance Operations Mechanic, or Security Officer, and is to be filled by the EMPLOYER will normally be posted for not less than seven (7) calendar days. Regular employees within the same class 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 regular 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. 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 the initial reassignment.
 - 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. Seniority for purposes of this Article shall be as defined in the Article herein titled "Seniority."
 - F. 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 conditions.

ARTICLE 36 – PART-TIME / TEMPORARY EMPLOYEES

- Section 1.** Regular and probationary employees, working less than the full-time schedule shall not participate in any benefits provided by this AGREEMENT except those working a schedule of twenty (20) hours or more per week shall participate in benefits in the same ratio that their actual hours worked bears to the full-time work schedule. The EMPLOYER shall pay, however, the same health insurance premium amounts to part-time regular and probationary employees who are scheduled to work at least twenty (20) hours per workweek as it contributes to full-time regular employees. The holiday benefit for part-time employees shall be in the same ratio that the employee's actual hours worked bears to the full-time work schedule in the previous calendar quarter where the holiday falls.
- Section 2.** Temporary employees shall not participate in any benefits provided by this AGREEMENT.

ARTICLE 37 – EDUCATIONAL ASSISTANCE

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

ARTICLE 38 - TERM OF AGREEMENT

This AGREEMENT shall be in full force and effect from January 1, 2022, to December 31, 2024, and shall be automatically renewed from each year to year thereafter unless either party shall notify the other, in writing, by June 1 prior to the anniversary date that it desires to modify or terminate this AGREEMENT. In witness thereof, the parties have caused this AGREEMENT to be executed this day of January, 2022.

Letter of Understanding – FMOE Leadworker Pay

LETTER OF UNDERSTANDING

BETWEEN

HENNEPIN COUNTY AND

TEAMSTERS LOCAL #320

GENERAL SERVICES UNIT

1. It is expressly understood and hereby agreed that this Letter of Understanding is being entered into on the condition that it expires on December 31, 2021. After that date, the relevant language of the Labor Agreement will apply.

2. It is further understood and agreed that this Letter of Understanding is non-precedent setting; does not modify any terms of the Labor Agreement unless expressly modified by this Letter of Understanding; and will not be interpreted as having permanently altered any rights or terms outlined in the Labor Agreement.

3. This Letter of Understanding may not be introduced by either the County or the Union as evidence in any arbitration proceeding unless the subject of the grievance is the interpretation of this Letter of Understanding.

4. Facilities Maintenance Operations Engineers (FMOE's) specifically selected by the Employer to perform the duties of a Leadworker will be paid an additional One Dollar and Fifty Cents (\$1.50) per hour for those hours worked in that capacity, provided that such assignment is for a period of at least four (4) hours per day. This Leadworker differential is in addition to other shift differentials the employee may qualify for under the Labor Agreement. The scope of a Leadworker's job duties; the length of work assignment as a Leadworker; and the selection and removal of a FMOE from a Leadworker position is entirely within the discretion of the Employer and such decisions are not subject to the grievance procedure.

By their Signatures Below the Parties Hereby Confirm that this Letter of Understanding Represents the Agreement of the Parties.

Signed

Greg Burnes
 Business Agent
 for Teamsters Local #320

Gregory L. Failor
 Labor Relations Representative
 for Hennepin County

Letter of Understanding – Security Officer Leadworker Pay

LETTER OF UNDERSTANDING

BETWEEN

HENNEPIN COUNTY AND

TEAMSTERS LOCAL #320

GENERAL SERVICES UNIT

1. It is expressly understood and hereby agreed that this Letter of Understanding is being entered into on the condition that it expires on December 31, 2021. After that date, the relevant language of the Labor Agreement will apply.
2. It is further understood and agreed that this Letter of Understanding is non-precedent setting; does not modify any terms of the Labor Agreement unless expressly modified by this Letter of Understanding; and will not be interpreted as having permanently altered any rights or terms outlined in the Labor Agreement.
3. This Letter of Understanding may not be introduced by either the County or the Union as evidence in any arbitration proceeding unless the subject of the grievance is the interpretation of this Letter of Understanding.
4. Security Officers/Dispatchers specifically selected by the Employer to perform the duties of a Leadworker will be paid an additional two dollars (\$2.00) per hour for those hours worked in that capacity. The scope of a Leadworker's job duties; the length of work assignment as a Leadworker; and the selection and removal of a Security Officer/Dispatcher from a Leadworker position is entirely within the discretion of the Employer and such decisions are not subject to the grievance procedure.

By their Signatures Below the Parties Hereby Confirm that this Letter of Understanding Represents the Agreement of the Parties.

Signed

Greg Burnes

Business Agent

for Teamsters Local #320

Gregory L. Failor

Labor Relations Representative

for Hennepin County

Letter of Understanding – Meet and Confer

Hannah Bernardson
Teamsters Local 320

Dear Hannah:

During the course of 2022 – 2024 contract negotiations, the parties agreed to meet and confer before the end of 2022 on the following issues:

- 1) Boiler license stipends
- 2) Building training
- 3) Issues related to being on call

Sincerely,
Beth Belle Isle
Labor Relations Representative

Date signed: July 26, 2022

Depletion of Leave Hour Balances

Memorandum of Understanding
Between
Hennepin County
And
Teamsters Local #320, General Services Unit

November 4, 2009

The undersigned hereby agree that the terms of our 2008 - 2009 labor agreements and the terms of any successor agreements entered into for calendar years 2010 and 2011 shall be interpreted to be consistent with the terms of the attached Board Action Request (09 – 0380), which provides the Hennepin County Administrator the authority, during a declared emergency, to allow employees who have depleted leave hour balances to accrue a negative vacation/sick leave/PTO balance.

For the County
Gregory L. Failor

For the Union
Thomas H. Perkins

Date Signed
November 4, 2009

Date Signed
November 4, 2009

Holiday MOU for Security Dispatchers

The parties have agreed to modify the County's policy and practice regarding holiday shifts, coverage, and management rights. The parties recognize the following policy language (this language is reflected in *Hennepin County Facilities Services Security Manual 3-900, Provisions on Overtime*):

Holiday Time

Definitions

Core shifts – three consecutive 8-hour shifts that cover a 24-hour period during a designated holiday with no overlap.

Core shifts will be specified as such in annual shift bids beginning in 2017.

The following are the cores shifts on designated holidays only.

- 0645-1445 moves to a holiday core shift of 0630-1430
- 1445-2245 moves to a holiday core shift of 1430-2230
- 2230-0630 is a holiday core shift for the shift where the majority of the hours falls on the holiday.

Procedure

All Holiday core shifts (as defined above) will be bid to Security Dispatchers in the same manner as scheduled overtime in the following order to fill the shift:

1. Security dispatcher whose regular shift corresponds to the designated core shift.
2. All remaining security dispatchers may bid for the shift in the same manner as scheduled overtime by seniority.
3. If no security dispatcher bids to work the shift, then the shift may be filled by contract personnel or mandatory staffing of a security dispatcher at the discretion of management.

Non-Core Holiday Hours

Should management determine that additional dispatcher(s) are necessary to fulfill operational needs during a holiday, management has sole discretion in determining if those hours shall be staffed by county or contracted personnel.

Links

Percentage calculator: <http://payraisecalculator.com/>

Salary Rates

2022 Rates					
Job Class	EFFECTIVE DATE	2022 HOURLY RATE MINIMUM	2022 ANNUAL RATE MINIMUM	2022 HOURLY RATE MAXIMUM	2022 ANNUAL RATE MAXIMUM
Facilities Maint Ops Mech	1/2/2022	\$ 22.73	\$ 47,299	\$ 29.54	\$ 61,450
Facilities Maint Ops Engineer	1/2/2022	\$ 30.10	\$ 62,615	\$ 34.37	\$ 71,505
Driver	1/2/2022	\$ 18.19	\$ 37,842	\$ 23.15	\$ 48,153
Cook, Senior	1/2/2022	\$ 17.72	\$ 36,862	\$ 26.58	\$ 55,293
Security Officer	1/2/2022	\$ 20.51	\$ 42,673	\$ 30.77	\$ 64,009
Facilities Maintenance Worker	1/2/2022	\$ 16.07	\$ 33,435	\$ 24.11	\$ 50,153
Laundry Services Operator	1/2/2022	\$ 18.17	\$ 37,803	\$ 23.40	\$ 48,685
Security Dispatcher	1/2/2022	\$ 20.51	\$ 42,673	\$ 30.77	\$ 64,009
Food Service Worker	1/2/2022	\$ 14.58	\$ 30,327	\$ 21.87	\$ 45,490
Environmental Svcs Worker	1/2/2022	\$ 15.30	\$ 31,843	\$ 22.96	\$ 47,764
Stock Clerk	1/2/2022	\$ 18.10	\$ 37,657	\$ 21.23	\$ 44,178
Food Service Worker, Senior	1/2/2022	\$ 15.30	\$ 31,843	\$ 22.96	\$ 47,764
HCL Stock Clerk, Senior	1/2/2022	\$ 18.13	\$ 37,714	\$ 23.93	\$ 49,784
2023 Rates					
Job Class	EFFECTIVE DATE	2023 HOURLY RATE MINIMUM	2023 ANNUAL RATE MINIMUM	2023 HOURLY RATE MAXIMUM	2023 ANNUAL RATE MAXIMUM
Facilities Maint Ops Mech	1/1/2023	\$ 23.30	\$ 48,481	\$ 30.28	\$ 62,986
Facilities Maint Ops Engineer	1/1/2023	\$ 30.85	\$ 64,181	\$ 35.23	\$ 73,293
Driver	1/1/2023	\$ 18.64	\$ 38,788	\$ 23.72	\$ 49,357
Cook, Senior	1/1/2023	\$ 18.16	\$ 37,784	\$ 27.24	\$ 56,676
Security Officer	1/1/2023	\$ 21.02	\$ 43,739	\$ 31.54	\$ 65,609
Facilities Maintenance Worker	1/1/2023	\$ 16.47	\$ 34,271	\$ 24.71	\$ 51,406
Laundry Services Operator	1/1/2023	\$ 18.62	\$ 38,748	\$ 23.99	\$ 49,902
Security Dispatcher	1/1/2023	\$ 21.02	\$ 43,739	\$ 31.54	\$ 65,609
Food Service Worker	1/1/2023	\$ 14.94	\$ 31,085	\$ 22.41	\$ 46,627
Environmental Svcs Worker	1/1/2023	\$ 15.69	\$ 32,639	\$ 23.53	\$ 48,959
Stock Clerk	1/1/2023	\$ 18.55	\$ 38,598	\$ 21.77	\$ 45,282
Food Service Worker, Senior	1/1/2023	\$ 15.69	\$ 32,639	\$ 23.53	\$ 48,959
HCL Stock Clerk, Senior	1/1/2023	\$ 18.58	\$ 38,657	\$ 24.53	\$ 51,029
2024 Rates					
Job Class	EFFECTIVE DATE	2024 HOURLY RATE MINIMUM	2024 ANNUAL RATE MINIMUM	2024 HOURLY RATE MAXIMUM	2024 ANNUAL RATE MAXIMUM
Facilities Maint Ops Mech	12/31/2023	\$ 23.89	\$ 49,693	\$ 31.03	\$ 64,561
Facilities Maint Ops Engineer	12/31/2023	\$ 31.62	\$ 65,785	\$ 36.11	\$ 75,125
Driver	12/31/2023	\$ 19.11	\$ 39,758	\$ 24.32	\$ 50,591
Cook, Senior	12/31/2023	\$ 18.61	\$ 38,728	\$ 27.92	\$ 58,093
Security Officer	12/31/2023	\$ 21.55	\$ 44,833	\$ 32.33	\$ 67,249
Facilities Maintenance Worker	12/31/2023	\$ 16.88	\$ 35,128	\$ 25.33	\$ 52,692
Laundry Services Operator	12/31/2023	\$ 19.09	\$ 39,717	\$ 24.59	\$ 51,150
Security Dispatcher	12/31/2023	\$ 21.55	\$ 44,833	\$ 32.33	\$ 67,249
Food Service Worker	12/31/2023	\$ 15.31	\$ 31,862	\$ 22.97	\$ 47,793
Environmental Svcs Worker	12/31/2023	\$ 16.08	\$ 33,455	\$ 24.12	\$ 50,182
Stock Clerk	12/31/2023	\$ 19.02	\$ 39,563	\$ 22.31	\$ 46,414
Food Service Worker, Senior	12/31/2023	\$ 16.08	\$ 33,455	\$ 24.12	\$ 50,182
HCL Stock Clerk, Senior	12/31/2023	\$ 19.04	\$ 39,623	\$ 25.14	\$ 52,305

Signature Page Contract No. A2211343

WITNESSES:

[Signature]

[Signature]

DATE:

02/22/2023

HENNEPIN COUNTY

By: *[Signature]*
Chair of its County Board

And: *[Signature]*
County Administrator

ATTEST: *[Signature]*
Karen Keller (Feb 22, 2023 13:42 CST)
Deputy/Clerk of the County Board

And: *[Signature]*
Chief Labor Relations Officer

Reviewed by the County
Attorney's Office

Teamsters Local #320, General Services Unit

[Signature]

By: *[Signature]*

DATE: 2/22/2023