

# SUMMARY OF 2007-2009 CONTRACT CHANGES COURTHOUSE/HUMAN SERVICES UNIT

As approved by Courthouse/Human Services Union  
deletions ~~struck through~~, new language underlined

## ARTICLE VI

### HOURS OF WORK

#### Section One (1)

All bargaining unit employees shall have a normal full-time work week of five (5) eight (8) hour days, Monday through Friday, with a normal starting time of 8:00 a.m. and a normal quitting time of 4:30 p.m., except for the classification of Building Maintenance Worker, which shall be scheduled per the provisions of Section Two (2), or when the employee and County have agreed to a flexible work schedule per Section Five (5). Nothing in this section shall be interpreted as guaranteeing a minimum number of hours of work.

#### Section Four (4)

All employees who work over one half shift shall be granted an unpaid lunch period of thirty (30) minutes ~~to be scheduled between the hours of 11:30 a.m. and 1:30 p.m.~~

#### Section Five (5)

All employees shall be allowed to work flexible schedules which vary from normal working hours provided the schedule is approved in writing by the employee, the employee's immediate supervisor and/or department head. Flexible schedules may vary from employee to employee to accommodate the needs of the employee or their duties. It is understood by both parties that adequate coverage must be maintained during normal business hours. Hours worked beyond the employee's scheduled work day due to an emergency will be paid at the appropriate overtime rate. Flexible schedules may be terminated in writing with ten (10) working days notice by the employee, supervisor or department head, or sooner by mutual agreement.

## ARTICLE VII

## OVERTIME

### Section One (1)

All hours worked in excess of forty (40) hours during the normal work week, or on Saturday, or Sunday, or on a holiday; or any hours worked in excess of eight (8) hours ~~on a day when~~ by an employee scheduled to work according to the normal starting time and normal quitting time have been changed, shall be considered overtime. All hours worked in excess of forty (40) hours per week or any hours worked in excess of the scheduled work day by an employee working according to an approved flexible schedule shall be considered overtime.

### Section Two (2)

All employees shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular hourly rate for all hours worked in excess of forty (40) hours during the normal work week (Monday through Friday), and for any hours worked in excess of eight (8) hours ~~on a day when~~ by an employee scheduled to work according to the normal starting and quitting times have been changed.

All hours worked on Saturday shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. All hours worked on Sunday shall be compensated for at the rate of two (2) times the employee's regular hourly rate. All hours worked on Christmas Day shall be compensated for at the rate of two (2) times the employee's regular hourly rate plus holiday pay. All hours worked on any holiday shall be compensated for at the rate of one and one-half (1 1/2) times the employee's regular hourly rate plus holiday pay. If an employee works on an actual calendar holiday, and then works on the day the holiday is legally observed, they shall receive the holiday overtime rate for all hours worked on both days. Holidays and paid leave time shall be included as time worked in computing overtime. Work on Sunday, Saturday or holidays in excess of an approved flexible schedule shall be considered overtime. Work on Sunday, Saturday or holidays will not be paid at the overtime rate when part of an approved flexible work schedule per Article VI, Section Five (5).

## ARTICLE IX

### Section Six (6)

Notices of all vacancies and newly created positions covering work already within the bargaining unit shall be given to the employees within the department by posting or otherwise and the employees given three (3) days time in which to make application to fill such vacancy or new position, provided that said

employees shall have completed their probationary period per Article XI, Section 1. Notice of vacancies or newly created positions shall state the type of work, place of work, rate of pay, hours to be worked and the job classification.

The ~~senior~~ best qualified employee in the department where the vacancy occurs or new position is created, who has completed their probationary period and who makes application therefore, shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. The appointing authority shall make the determination as to whether or not the applicant ~~possesses the necessary qualifications~~ is best qualified. The determination shall be based on job related criteria, including seniority, internal and external work experience, education and training, prior work performance and results of interviewing. From among all the applicants, the employer shall promote the senior employee when all other job relevant qualifications are equal. In the event the Union does not concur in the determination, the employee shall have the right to appeal through the normal grievance procedure. The joint Labor-Management Committee shall annually review the process for determining the best qualified applicants.

If the vacancy is not filled from within the department, the vacancy shall be posted and any employee within the bargaining unit may request the position under the same conditions as stated in the above as to qualifications. Seniority preference shall not apply to employees under disciplinary suspension.

Employees who are promoted or transferred, shall serve a ~~six (6)~~ three (3) month trial period, during which, the Employer may return the employee to their former position, and the employee may use accumulated benefits. Employees who are promoted or transferred shall not accumulate additional departmental seniority in their former position during their trial period in their new position.

## ARTICLE XIII

### SICK LEAVE

#### Section Two (2)

After the accumulation of ninety (90) days sick leave, then said sick leave shall accumulate at the rate of ~~one half (1/2) day per month deferred sick leave; and one half (1/2) one~~ one day per month additional vacation, to be taken as other vacation. In the event of sickness, any ~~the~~ deferred sick leave shall first be used up.

## ARTICLE XIV

### UNUSED SICK LEAVE

Any employee who has been continuously employed for ten (10) years or more, and who retires or has a disability requiring termination of employment, shall be entitled to 50% of their accumulated sick leave as severance pay up to a maximum of \$ 2,350. Any employee who has been continuously employed for fifteen (15) years or more, and who retires or has a disability requiring termination of employment, shall be entitled to 50% of their accumulated sick leave as severance pay up to a maximum of \$3,350. Any employee who has been continuously employed for twenty (20) years or more, and who retires, resigns or has a disability requiring termination of employment, shall be entitled to 60% of their accumulated sick leave as severance pay up to a maximum of \$ 6,000. \$ 6500. Any employee who has been continuously employed for thirty (30) years or more, and who retires, resigns or has a disability requiring termination of employment, shall be entitled to 100% of their accumulated sick leave as severance pay up to a maximum of \$ 8000. If the employee dies while a permanent employee, severance pay shall be paid to his/her beneficiaries. Severance pay based on sick leave shall pertain only to the first ninety (90) days of accumulated sick leave. The above maximum amounts shall be computed on a pro-rata basis for part-time employees. All payments of unused sick leave under this article shall be made into a post-retirement health care savings plan. ~~Any employee retiring (beginning receipt of PERA pension payments) on or before June 30, 2005 shall be entitled to 100% of their accumulated sick leave as severance pay up to a maximum of \$ 6000. Eligible employees may, at their option, elect to receive severance amounts in the form of continued payments for county group health insurance, rather than as a lump sum.~~

## ARTICLE XIX

### INSURANCE

#### Section One (1)

In 2007, the Employer will continue group insurance programs during the term of this Agreement with benefits at least equivalent to those in effect as of ~~January 2004~~ 2006 including the provision of \$ 25,000 life insurance coverage. The Employer parties agree to ~~meet with~~ create an employee interest-based insurance committee ~~prior to making any~~ to study and recommend changes in group insurance benefits, including, but not limited to, voluntary employees beneficiary associations (VEBAs).

#### Section Two (2)

In 2007, During the term of this Agreement, the Employer agrees to pay the full premium for the above or comparable group insurance benefits in the amount necessary to provide coverage to the individual employee. The Employer also agrees to maintain the availability of dependent coverage under the above or comparable group insurance policies, and to contribute an amount equal to the current Employer contribution level. Any increases in the premium costs for dependent coverage shall be borne equally by the Employer and the employee. The Employer contribution to dependent insurance purchased by part-time employees will be paid on a pro-rata basis. If the cost of dependent insurance declines, the Employer contribution to dependent insurance shall decline by 50% of the premium decrease.

In 2008, the parties agree to reopen negotiations on Article XIX, including potential creation of voluntary employees beneficiary associations (VEBAs). It is specifically agreed that \$ 500 deductible group insurance coverage shall become the base insurance plan and that the prior \$ 200 deductible coverage shall be eliminated for employees covered by this agreement.

In 2009, the parties may reopen negotiations on Article XIX if needed to implement recommendations of the interest-based insurance committee.

### Section Three (3)

~~Insurance premiums~~ Employer contributions for individual coverage of part-time employees hired after January 1, 1980, will be paid by the Employer on a pro-rata basis. The employee share of the premium will be deducted from their paycheck. The Employer contribution to dependent insurance purchased by part-time employees will be paid on a pro-rata basis.

### Section Four (4)

In 2007, any employee not carrying dependent coverage may receive up to \$95/month, effective December, 2003, contribution toward the cost of supplemental group insurance benefits provided by the Employer. At their option, employees carrying dependent coverage may elect to apply up to the above amounts from the Employer dependent insurance contribution towards the cost of supplemental group insurance benefits provided by the Employer. The Employer agrees to confer with the County Insurance Committee prior to creating new supplemental group insurance benefits. Employees hired after the effective date of this agreement shall not be entitled to this contribution.

### Section Five (5)

During the term of this agreement, the above life insurance benefit and dependent and supplemental insurance contributions shall not be less than the

greatest dependent and supplemental insurance contributions provided by any other labor agreement with Waseca County.

Section Six (6)

Effective January 1, 2008, upon retirement from Waseca County after a minimum of twenty (20) years continuous service to the County, employees hired by the County prior to July 1, 1989, shall be eligible for continuation of paid group health and life insurance under the following provisions:

a. For each full year of continuous service to the county, employees shall be eligible for continued payment of insurance premiums in an amount equal to the employer contribution effective at the date of retirement for one month's individual health and life insurance coverage at the lowest available deductible amount. Part-time employees as defined in this agreement shall be eligible for this benefit on a pro-rata basis.

b. Continued payment of insurance contributions after retirement shall be limited to a maximum of thirty-six (36) months payment of the monthly employer contribution effective at the date of retirement for individual health and life insurance coverage, at the lowest available deductible.

c. It is specifically understood and agreed by the parties that this provision is adopted in exchange for the elimination of longevity payments for eligible employees, per provisions of Appendix G of this agreement.

ARTICLE XX

CLASSIFICATION AND WAGES

Section One (1)

The appendices attached to this Agreement, to wit:

- Appendix A -- General Pay Plan Provisions
- Appendix B -- January 1, ~~2004~~ 2007 Grade System and Pay Plan
- Appendix C -- July 1, ~~2004~~ 2007 Grade System and Pay Plan
- Appendix D -- January 1, ~~2002~~ 2008 Grade System and Pay Plan
- Appendix E -- January 1, ~~2003~~ 2009 Grade System and Pay Plan
- Appendix F -- Allocation of Positions to Ranges
- Appendix G -- Longevity Pay Provisions
- Appendix H -- Current Employees, ~~2004-2003~~ 2007-2009 Step Allocation

shall be incorporated as part of this Agreement and shall constitute the basic pay plan for bargaining unit employees for the term of this Agreement.

*Appendix B will contain wage rates increased by 2% over 2006 wage rates.*

*Appendix C will contain wage rates increased by 1% over Appendix B.*

*Appendix D will contain wage rates increased by 2.5% over Appendix C.*

*Appendix E will contain wage rates increased by 3% over Appendix D.*

## Section Two (2)

In the event that the classification and compensation study recommendations adopted by the County shall call for wage rates exceeding the amount effective at the time of adoption for any position in the bargaining unit, either party shall be entitled to reopen negotiations for base wage rates for that position effective 1/1/2008 and for the duration of the contract.

7. Employees required to ~~carry a pager or cellular telephone while maintaining on-call status outside their normally assigned work schedule,~~ be on-call, as directed in writing by their supervisor, will receive an allowance of \$25 per day. When the on-call employee performs call-back work, the language in Article VII, Section Four shall be applied in addition to the on-call allowance.
8. All employees who are assigned to a split shift (defined as an unpaid break in work hours of at least one hour) shall receive, in addition to pay at the appropriate rate, an additional 35 cents per hour.

## LONGEVITY PAY PROVISIONS

Effective January 1, 2004, 2007 each employee with the requisite years of service set forth in the table below shall receive an addition to base salary per month as indicated in said table. Part-time employees shall receive longevity payment on a pro-rate basis.

Effective on the date this agreement is signed, employees hired by the County prior to July 1, 1989, shall no longer be eligible for longevity payments.

Eligibility for longevity shall be based on actual compensated hours, and eligibility shall occur upon completion of the number of years indicated in the table. For purposes of computing longevity, 2,080 hours shall equal one (1) year.

During the term of this agreement, longevity pay provisions shall not be less than the greatest longevity pay provisions provided by any other labor agreement with Waseca County.

LONGEVITY SYSTEM PAYMENT PROVISIONS

<u>Years of Service</u>	<u>Dollars per Month Addition to Base</u>
After 7 years	\$35.00
After 9 years	\$40.00
After 14 years	\$50.00
After 19 years	\$65.00
After 29 years	\$75.00