

**MIDDLE MANAGEMENT ASSOCIATION
SUMMARY OF CONTRACT CHANGES 2023-2025**

PREAMBLE

Update effective date.

ARTICLE 1 – ASSOCIATION RECOGNITION

No change.

ARTICLE 2 – DUES CHECKOFF

No change.

ARTICLE 3 – EMPLOYER RIGHTS

No change.

ARTICLE 4 – ASSOCIATION RIGHTS

Representatives will be allowed reasonable time to share official Association notices.

ARTICLE 5 – STRIKES AND LOCKOUTS

No change.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

Section 2. Disciplinary Action.

Association or Supervisor may request written reprimand be removed from Supervisor's file.

Association or Supervisor may request suspension of 10 days or less fewer be removed from Supervisor's file.

ARTICLE 7 – GRIEVANCE PROCEDURE

Section 3. Arbitration Hearing Site. Technical change from Assistant State Negotiator to State Negotiator or a designee.

Section 8. Expedited Arbitration. Technical change to add number "9" to final sentence.

ARTICLE 8 – VACATION AND SICK LEAVE

Section 1. Vacation Eligibility and General Conditions.

7.5 hours vacation accrued per pay period for supervisors after 12 – 18 years.

8 hours vacation accrued per pay period for supervisors after 18 – 24 years.

Section 2. Vacation Schedules.

Appointing Authority must respond to vacation requests within 15 days.

Section 6. Sick Leave Use B. Others.

Change all use of "employee" to "supervisor."

Delete reference to same and opposite sex.
Paid parental leave may be used for stillbirth or death of a child.
Clean up language.

Section 9. Vacation Conversion to Deferred Compensation.

Supervisors may convert up to 50 hours of vacation to deferred compensation; increase from 40 hours.

Clean up language.

ARTICLE 9 – HOLIDAYS

Section 5. Work on a Holiday.

Exempt supervisors may choose to receive pay, vacation or compensatory time for hours worked on a holiday.

ARTICLE 10 – LEAVES OF ABSENCE

Section 4. Unpaid Leaves of Absence E. Association Leave

Written requests must be submitted to a State Negotiator or a designee.

ARTICLE 11 – HOURS OF WORK AND OVERTIME

Clean up all sections:

Non-exempt Supervisors

- All non-exempt supervisors will be treated the same without regard to the Progression Code.
- Vacation, sick leave, holidays, compensatory time taken shall now be considered hours worked for all non-exempt supervisors.
- Part-time non-exempt supervisors shall not receive overtime pay until working at least full-time hours within the workweek or work period.
- All hours in comp bank over 120 hours will be paid in cash.

Exempt Supervisors

- All now treated the same EXCEPT that time management for all at salary range 19 and above shall not result in overtime payment or guarantee hour-for-hour time off for extra hours worked.
- With pre-approval and when specifically assigned or directed to work additional hours within the pay period, will receive overtime pay.
- Holidays, sick leave, and compensatory time taken shall be considered hours worked for overtime purposes.
- All hours in compensatory bank over 120 liquidated in cash at discretion of Appointing Authority.
- The Appointing Authority may increase the compensatory bank maximum in extraordinary circumstances.

- Appointing Authority shall not be obligated to liquidate overtime in cash over the compensatory bank maximum.
- The compensatory bank shall only be used as leave or converted to deferred compensation.
- The compensatory bank shall terminate if a supervisor leaves the seniority unit.
- Promotion to an exempt supervisory position may result in liquidation of some or all current compensatory bank.

All Supervisors

- A Supervisor may decide to take cash or comp for overtime hours worked.
- Compensatory bank maximum of 120 hours.
- All or a portion of compensatory bank hours may be liquidated in cash once per fiscal quarter at the pay-period closest to the beginning of the quarter.
- Upon termination, payment of unused compensatory time shall be paid into the HCSP except if lower than \$500, will be paid in cash.
- In cases of layoff or death, unused compensatory time will be paid in cash.
- DNR supervisors who work overtime for out-of-state firefighting shall be paid in cash.

Section 5. On call. A supervisor in on-call status shall receive one-hundred dollars (\$100) for a 24-hour period, not to exceed a maximum of seven-hundred dollars (\$700) per week.

New Section 8. Telecommuting Plans.

- The Appointing Authority must provide 14-day notice prior to changing or cancelling a supervisor's telecommuting arrangement.
- If the Appointing Authority denies a request to telework, upon supervisor's request, must provide reason for denial.
- Supervise may appeal denial of request.
- Not subject to grievance procedure.

ARTICLE 12 – SENIORITY

No change.

ARTICLE 13 – LAYOFF AND RECALL

Section 1. Layoff. Change "him/her" to "them."

New Section 9. Return to the Bargaining Unit. A Supervisor returning from layoff must accept a vacancy before bumping into the position of another Supervisor.

Section 10. Recall. Supervisor may choose to receive notice of layoff and recall by email.

ARTICLE 14 – FILLING OF POSITIONS.

Section 3. Filling of Vacancies.

The Appointing Authority requires a legitimate reason to reject a supervisor's expression of interest in a position in the same class and seniority unit.

The Appointing Authority may not transfer a supervisor for disciplinary reasons.

Section 5. Phased Retirement Program.

End Pilot program. Same language as Letter in 2021 labor agreement.

ARTICLE 15 – PROBATIONARY PERIOD

Section 1. Probationary Period. Notice to Association required to extend a supervisor's probationary period.

ARTICLE 16 – WAGES

Section 3. First Year Wage Adjustment.

July 1, 2023 – 5.5% across the board wage increase.

Section 4. Second Year Wage Adjustment.

July 1, 2024 – 4.5% across the board wage increase.

Section 8. Shift Differential.

Shift differential will go from \$1.65 per hour to \$2.25 per hour.

Section 11. Health Care Savings Plan.

Required HCSP contribution increased from one percent (1%) to one and one-half (1.5%) percent.

Section 17. Recruiting Incentive (Pilot).

Extended through implementation of 2025-2027 Labor Agreement.

Section 18. Employee Referral Incentive (Pilot).

Move language of Letter into body of contract.

Pilot extended through implementation of 2025-2027 Labor Agreement.

Section 19. Equity Adjustments (Pilot).

Pilot extended through implementation of 2025-2027 Labor Agreement.

Section 20. Student Loan Reimbursement.

Move language of Letter into body of contract.

Change all use of "Employee" to "Supervisor."

ARTICLE 17 – INSURANCE

Coalition negotiated language.

ARTICLE 18 – EXPENSE ALLOWANCES

Section 5. Meal Allowances.

Breakfast reimbursement increased from \$10 to \$11.

Add reference to Internal Revenue Service (IRS) high-cost localities.

Clean up language.

NEW LETTER – Licensed Peace Officers Certified to New Bargaining Unit.



Date: October 18, 2023

To: Pat Arseneault, chair of the union insurance coalition

From: Galen Benshoof, Enterprise Director, Employee Insurance

Subject: Post-bargaining follow-up summary insurance memo

Dear Pat,

For the records of the union insurance coalition, this letter summarizes the insurance changes agreed to by the union coalition and MMB during coalition bargaining earlier this year. Each bargaining unit's insurance article in the new CBAs will reflect the specific language agreed to during coalition bargaining, including technical changes not reflected in this letter. Below, we will categorize all of the new provisions into groups of Medical, Dental, and Other.

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MEDICAL COVERAGE

Medically Necessary Dental Procedure Coverage:

- Effective 1/1/24, certain dental procedures that result from cancer treatment will now be covered under the medical benefit. The following language will be added to SEGIP's Summary of Benefits: "The plan provides coverage for medically necessary dental procedures that are a direct result of cancer treatment, including chemotherapy, biotherapy, and radiation therapy. The plan provides coverage for evaluations and examinations, laboratory assessments, medications, and treatments associated with the medically necessary dental procedures resulting from cancer treatment."

Mental Health/Substance Use Office Visits Cost-Sharing Reductions

- Effective 1/1/24, copayments for specified mental health and substance use office visits will be reduced or eliminated according to the enrollee's PCC cost level:
 - Cost levels 1 and 2 will have a \$0 copay and waived deductible.
 - Copayments for cost levels 3 and 4 will be reduced by \$20 each (so \$50 and \$70, respectively), and the deductible will still apply.

Fertility Benefit Expansion:

- Effective 1/1/24, the Advantage Plan's fertility benefit (with parameters including but not limited to a lifetime maximum benefit of \$30,000) will now be offered through all health plan administrators as a special network. Copays and coinsurance will apply and vary by cost level/place of treatment.

Out-of-area Coverage:

- Effective 1/1/24, the Point of Service out-of-area benefit will be eliminated, meaning advance manual enrollment and permanent residency out-of-area will no longer be eligibility requirements for out-of-area coverage.
- There will be a universal service area across the Advantage Plan (meaning, not differing by plan administrator). The out-of-area benefit is applied when a member receives care outside of the Advantage Plan's service area, regardless of the location of the member's residence, apart from narrow exceptions as noted in the contract.
- Out-of-area care that is received within the national network of the member's plan administrator will be covered at cost level 3, and care not received within the national network will not be covered (apart from the narrow exceptions in the contract). Urgent care and emergency services will continue to be covered whether or not it is received within the national network.

Removal of the Wellbeing Incentive :

- Effective 1/1/25, the wellbeing incentive (\$70 deductible credit) will no longer be offered.
- Eligible employees will still receive the wellbeing incentive for their 2024 calendar year coverage, conditional on achieving the point target before the deadline in fall 2023.

DENTAL COVERAGE

Dental Single Premium Contribution:

- Effective 1/1/24, the employee share of the single premium will change from \$13.50 per month to 30% of the overall single premium.

Dental Annual Max:

- Effective 1/1/24, the dental plan annual maximum will increase from \$2,000 to \$2,200.

Dependent/Employee Orthodontia Lifetime Maximum:

- Effective 1/1/24, if an employee elects dental benefits on their own policy, orthodontia dollars spent when the employee was a dependent of another policyholder shall not be applied toward the new policy's lifetime maximum for orthodontia.

OTHER

- MMB will issue an RFP for disability insurance in 2024, and following the RFP review, if agreed to by both labor and management, the JLM has the authority to modify disability benefits as currently outlined in the insurance article.
- MMB will issue an RFP for life insurance in 2024, and following the RFP review, if agreed to by both labor and management, the JLM has the authority to modify life benefits as currently outlined in the insurance article.
- For applicable contracts only: in the event that a former employee who retired early under CERP and who had elected health and/or dental coverage with eligible dependents dies before attaining the age of 65, the enrolled dependent spouse and/or enrolled dependent child(ren) will maintain

the existing employer contribution for health and/or dental coverages until such time that the employee would have turned age 65.

- Effective 1/1/24, the post-retirement paid-up benefit for qualifying employees who carried optional life insurance will increase from 15% the specified benefit level to 20%.
- MMB and the coalition will discuss gender-affirming care and the vision insurance benefit as JLM topics for discussion in 2024.

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We greatly appreciate you and your colleagues' partnership and agreement on all of these topics during the coalition bargaining process this year.

Sincerely,

Galen Benshoof

Galen Benshoof
Enterprise Director
Employee Insurance

CC: Jennifer Claseman, Francis Rojas, Joshua Fangmeier, Maybeth Moses

Classification	Current	Change
Electrician Supervisor (000267)	23D	23F
Physical Plant Director (000776)	20K	22K
Physical Plant Supervisor (003464)	17K	19K
Building Maintenance Supervisor (000132) (title change to Building Maintenance Supervisor 1)	17J	18K
Building Maintenance Foreman (000131) (title change to Building Maintenance Supervisor 2)	22D	22F
Power Plant Chief Engineer (001075)	19H	21H
DHS Group Supervisor (000330)	19K	20K
DHS Group Supervisor Assistant (000070)	14L	16K
Building Services Supervisor (title change to Building Services Supervisor 1)	5K	7K
Building Services Foreman (title change to Building Services Supervisor 2)	7K	9J
Building Services Manager	12K	14J
Electrical Maintenance Supervisor	15L	17K
Electronic Maintenance Supervisor	15L	17K
Grounds and Roads Maintenance Supervisor	10K	11K
Plant Maintenance Engineer Chief	15K	17K
Plumber Supervisor	22D	22E

Department of Corrections

APPENDIX A

State Agency

Corrections

Seniority Unit

MCF-Togo

MCF-Willow River/Moose Lake

MCF-Faribault

MCF-Shakopee

MCF-Lino Lakes

MCF-Red Wing

MCF-St. Cloud

MCF-Stillwater

MCF-Oak Park Heights

MCF-Rush City

Central Office and Community Services

~~County Probation Supervisors (Statewide)~~

Work on a Holiday

Article 9, Holidays, Section 5, Work on a Holiday shall be supplemented as follows:

A supervisor working in a Department of Corrections Facility shall receive a holiday premium of \$12.50 for each hour or portion thereof worked up to a maximum of \$150.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

FORMER COUNTY PROBATION SUPERVISORS RIGHTS WITHIN STATE.

The Master Agreement is supplemented by the following for county probation supervisors who became state employees by a transfer under the provisions of Minnesota Statutes 244.19, subdivision 1, paragraph a, clause 4. These provisions are effective for County Probation Supervisors transferring on or after January 1, 1987.

Incentives

The Appointing Authority may create and use incentive program(s).

In order to offer incentives, the Appointing Authority must first develop a procedure that governs the eligibility and parameters of the program, solicit feedback from the Association, and obtain approval from Minnesota Management and Budget.

The Appointing Authority may create and use incentive program(s) that address one or more of the following areas: referral, retention, recruitment, or reassignment incentive.

****As part of the incentive language, and upon ratification, Lieutenants and Captains will receive an additional \$2.75 added to each step, effective January 3, 2024.**

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E. Department of Health

Voluntary On Call

Article 11, Section 54 of the Master Agreement shall be supplemented and/or modified as follows:

A supervisor in the Department of Health who volunteers to be on-call shall be considered to be on-call when the supervisor name has been posted for duty by their supervisor during an off-duty period to respond to public health or other emergencies and the supervisor is required to wear a paging device. A supervisor who is scheduled for on-call status is not required to remain at a fixed location but must stay within the area of the paging device.

Assignments made for voluntary on-call work under this provision shall be for at least one (1) calendar week at a time.

A supervisor will receive a of the Department of Health who is on-call as defined above shall be compensated at a flat base rate payment of two three hundred dollars (\$3200) per for the week of assigned voluntary on-call duty. Additionally, supervisors will receive twenty dollars (\$20) per call. The maximum compensation for on-call duty (including phone calls) may not exceed six hundred dollars (\$600). In addition, supervisors will be paid the following additional amounts per week based on the calls actually received and responded to during non-work hours as follows:

Compensation for phone calls shall be as follows:

Exempt Supervisors: Fifteen dollars (\$15) for thirty (30) minute calls up to three hundred dollars (\$300) per week.

Non-Exempt Supervisors: Fifteen dollars (\$15) for thirty (30) minute calls up to three hundred dollars (\$300) per work, if actual work time is de minimis in accordance with the Fair Labor Standards Act (FLSA). If the time worked is more than de minimis, the actual time worked will be recorded and paid at the supervisor's hourly rate.

Assignments made for on-call work under this provision shall be for at least one (1) full calendar week at a time.

The providing of information by telephone will not be considered as a call back.

Pilot Program Bilingual/Multilingual/Sign Language Differential

At the Appointing Authority's discretion, position(s) that communicate with the public in a recognized and approved language other than English (including Braille or American Sign Language (ASL), on a recurring or specific basis may be eligible for this differential.

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The use of an additional language must be used to perform an essential function of the position or to support specific events or projects. The required level of fluency is to be determined by the Appointing Authority, and the Appointing Authority may require certification in interpretation or translation, or in the use of Braille or ASL, as required by law or industry standards.

1. Recurring Basis. Positions that utilize an additional language on a recurring basis to support an essential function of the position will receive a differential of fifty dollars (\$50.00) per bi-weekly pay period.

2. Specific events or projects. The Appointing Authority will describe the employee's expectations for utilizing their additional language skill (translation, interpretation, or both), and whether the employee will be expected to perform additional language skills during specific events or for special projects. If the additional language will be utilized only for specific events or projects, like public meetings or specific translation projects, the position will be paid a differential of one dollar (\$1) per hour for each hour performing those specific tasks, paid in .25 hour increments.

If the Appointing Authority determines that the additional language skills are no longer needed, the bilingual differential may be ended at any time. If the employee is transferred, demoted, or promoted, to another position in which the bilingual skill has not been designated, or identified as a business necessity, the differential will cease. The effective date for discontinuation of the bilingual differential will be the first day of the next pay period following the new assignment.

The determination by the Appointing Authority as to which positions are eligible for the bilingual differential, the frequency with which additional language skills are needed, or the discontinuation of the bilingual differential shall not be subject to the grievance or arbitration procedure.

61 The Appointing Authority retains the right to contract out bilingual services as deemed
62 necessary. This provision is not eligible for back-pay.

63 **Pilot Program - Phased Retirement**

64 **A. Eligibility**

65 Full-time supervisors at participating Appointing Authorities who have reached age fifty-five
66 (55) or more, have ten (10) or more years of continuous state service, and have given written
67 notice of their retirement date to the Appointing Authority may be eligible to participate in the
68 Phased Retirement Pilot. The eligible supervisor's retirement date must occur in six (6) months
69 or less from the date of the phased retirement request.

70 **B. Implementation**

71 A supervisor requesting phased retirement shall submit the request in writing to the Appointing
72 Authority. If the Appointing Authority approves the request, the length of the phased
73 retirement period and the work schedule for the supervisor shall be mutually agreed upon by
74 the supervisor and the Appointing Authority. However, the phased retirement period shall not
75 exceed six (6) months. Additionally, the supervisor's work schedule must be at least fifty
76 percent (50%) time. At the end of the phased retirement period the supervisor must move to
77 full retirement. Supervisors approved for phased retirement shall be entitled to all rights and
78 benefits of fulltime supervisors. 208 If a request for phased retirement is denied, the
79 Appointing Authority must provide the reason(s) for denial to the supervisor in writing within
80 ten (10) days.

81 **C. Benefits**

82 The Employer retirement contributions necessary to accrue allowable service credit in the
83 retirement fund during the period of part-time employment shall be paid by the Employer at
84 the same amounts as would have been paid had the supervisor been employed full-time.
85 Supervisors approved for phased retirement shall be eligible for Employer-paid insurance
86 benefits as if the supervisor were employed full-time. Supervisor contributions necessary to
87 maintain all benefits as if the supervisor were employed full-time shall be the responsibility of
88 the supervisor.

89 **D. Expectations**

Supervisors approved for phased retirement are expected to carry out the agreed upon job duties and expectations as outlined in the Phased Retirement agreement form. Before phased retirement may begin, the Appointing Authority and Supervisor will determine a plan for the division of duties and the transfer of duties between the Supervisor who is phasing into retirement and the new Supervisor, including the designation of who will be the assigned supervisor during the phased retirement and if/when supervisory authority will transfer during the phased retirement.

E. Participation

Upon advance written notice to the Association, Appointing Authorities may participate in this Pilot. Appointing Authorities who have given such notice prior to the implementation of this agreement need not provide notice again.

F. Effective

This provision becomes effective upon the contract's successful implementation and will sunset upon the ratification of the 2025-2027 contract.

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Incentives

The Appointing Authority may create and use incentive program(s). In order to offer incentives, the Appointing Authority must first develop a procedure that governs the eligibility and parameters of the program, provide notice to the Association, and must obtain approval from Minnesota Management and Budget.

Holidays on Days Off

Article 9 Holidays of the Master Agreement will be modified and/or supplemented as follows:

When any of the above holidays, Article 9, Section 2. Observed Holidays of the Master Agreement, fall on a supervisor's regularly scheduled day off, the supervisor may be paid in cash for the holiday at the discretion of the Appointing Authority.

If the Appointing Authority does not choose to pay the holiday in cash, the supervisor may choose to receive the holiday as vacation or compensatory time. The supervisor must be

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116 eligible to accrue and use vacation under the provisions of Article 10 in order to choose to
117 receive payment in the form of vacation.

A. Department of Human Services

Officer-of-the-Day Differential

When a supervisor is assigned in writing to be on duty as officer-of-the-day for a facility or security hospital, that supervisor shall receive a differential in the amount of \$2.00~~50~~ per hour.

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a ~~SOS~~Direct Care and Treatment (DCT) or MSOP shall receive a holiday premium of \$12.50 for each hour or portion thereof worked up to a maximum of \$125.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday. A supervisor receiving a holiday premium is eligible for officer-of-the-day differential for the same hours worked.

Schedule Changes

Article 11, Section 1(A) shall be supplemented as follows:

For information purposes and where practicable, the Appointing Authority agrees that when supervisors are required to change shifts on a permanent basis, such change shall be posted 30 calendar days in advance of occurrence.

Mandated Overtime-payment for Exempt Supervisors

Exempt supervisors who are required by management or designee to stay beyond their scheduled shift because there is a coverage need and there are no other staff available will be compensated in cash at time and one half for the additional hours worked.

On-Call/Forensic Treatment Services

Article 11, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

A supervisor who is instructed to remain in an on-call status shall be compensated for such time on the basis of fifty dollars (\$50) for twenty-four (24) hour period or part thereof, not to exceed a maximum of three-hundred and fifty dollars (\$350) per week. A supervisor shall have the choice of receiving on-call pay in cash or compensatory time of fifteen (15) minutes for each hour of on-call status for a twenty-four (24) hour period or part thereof, not to exceed a maximum of twelve (12) hours per week.

Paid Leaves of Absence

Hostage Leave

The Employer and the Association agree that under Article 16, Section 12, Injured on Duty Pay, persons employed who suffer a disabling injury as a direct result of a life-threatening hostage incident, who otherwise

meet the stated criteria contained therein, may be authorized by the Appointing Authority for injury on duty pay on the basis of psychological or mental illness suffered therein without demonstration of physical injury. An Appointing Authority may require the employee to be examined by a psychiatrist, physician or other qualified medical practitioner to verify the employee's medical condition, need for such time off, and the length of time needed. In no case shall injury on duty pay extend beyond three-hundred (300) hours.

Hiring and Retention Incentives – Direct Care and Treatment Services (DCT)

~~1. Duration.~~

This language is applicable through the duration of the 2019-2021 contract.

~~2. Retention Incentive for Employees at the Salary Range Maximum.~~ Any current DCT employee covered by the MMA Master Agreement who has been at the maximum salary rate for their job classification for six (6) or more months may receive a discretionary lump sum payment of up to two thousand five hundred dollars (\$2,500). Such payments are permitted only when the employee has demonstrated satisfactory or better job performance. Such payments may be granted once per fiscal year.

~~1. Recruitment Incentive for Newly Hired Employees.~~ Newly hired employees may be granted a recruitment incentive of up to two thousand five hundred dollars (\$2,500). The incentive shall be paid in two (2) increments: half after successful completion of the required probationary period, and half after twelve (12) months of continuous satisfactory service. Current employees of the State of Minnesota are not eligible for this payment.

~~2. Referral Incentive.~~ Any current DCT employee covered by the MMA Master Agreement may receive a lump sum payment of five hundred dollars (\$500) for making the first referral of a candidate who accepts a pre-designated vacancy and successfully completes their probationary period. The Appointing Authority may designate individual vacant positions or entire classifications that are subject to the referral incentive. This provision only applies to the appointment of candidates who are not current state employees. No more than one lump sum payment shall be paid for each designated vacancy. Prior to offering to make such lump sum payments for referrals, the Appointing Authority shall establish procedures for recording referrals and determining which employee made the first referral of a candidate.

~~3. Student Loan Payment Reimbursement.~~

~~A. Employee Request and Discretionary Approval.~~ An employee may request and the Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.

~~B. Eligible Payments.~~ In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.

~~C. Eligible Student Loan Debt.~~ The employee must have current student loan debt incurred prior to the payment being requested by the employee.

~~D. Exclusion.~~ Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.

E. **Payment Amounts.** Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments issued to any employee.

F. **Payment Dispersal.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.

G. **Employee Length of Service Requirements.** Employees must have been employed by the Employer at least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty four (1,044) hours per year.

H. **Employee Retention Requirement.** Employees who are approved to receive a student loan payment reimbursement must remain actively employed by DHS for a period of one (1) year after receiving a reimbursement payment. Employees who voluntarily separate sooner than one (1) year after receiving such payment shall be required by the Appointing Authority to repay the student loan reimbursement received the previous year.

Such repayment shall be on a prorated, monthly basis. The repayment requirements may, under special circumstances, be waived by the Employer, the Commissioner of Management and Budget. Such waiver must be requested in writing by the Appointing Authority.

If an employee is required to repay all or part of a student loan reimbursement payment, the Appointing Authority shall deduct the amount owed from vacation payout or compensatory time payout or severance pay. If the amount withheld from payouts is not sufficient to reimburse the State, the employee is required to reimburse the State for the remaining amount.

Retention and repayment requirements do not apply in the case of death or permanent layoff.

I. **Documentation of Student Loan Payments Required.** The Employee must provide documentation of actual student loan payments as described below:

- For reimbursement of loan payments: Documentation of actual loan payments made within the twelve (12) months immediately prior to application for loan payment reimbursement. The amount approved for any student loan reimbursement must be equal to or greater than the amount the employee has paid toward the loan in the twelve (12) months prior to the application;

- For lump sum loan payments: Documentation that the amount dispersed has been applied to the student loan will be provided to the Appointing Authority within sixty (60) calendar days of the disbursement.

J. **Failure to provide required documentation of payments.** If the employee does not fulfill the reporting requirement as described in H above, the employee will be required to repay the total amount.

Incentives. The Appointing Authority may create and use incentive program(s). In order to offer incentives, the Appointing Authority must first develop a procedure that governs the eligibility and parameters of the program and must obtain approval from Minnesota Management and Budget.

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The following seniority units were renamed and/or combined:

Ah-Gwah-Ching Center: No re-name: Add employees from here to DCT Brainerd Region (including SOCS) and eliminate Ah-Gwah-Ching Center.

Anoka Metro Regional Treatment Center: change to DCT Anoka Region

- Brainerd Regional Human Services Center (including SOCS): change to DCT Brainerd Region (including SOCS)
- EMSOCS/METO/Cambridge Regional Human Services Center: change to DCT EMSOCS/METO/Cambridge Region
- Fergus Falls Regional Treatment Center (including SOCS): change to DCT Fergus Falls Region (including SOCS)
- Moose Lake State Operated Services, including Minnesota Sexual Psychopathic Personality Treatment Center: change to DCT Moose Lake Region (including SOCS)
- St. Peter Regional Treatment Center and St. Peter Security Hospital: combine and change to DCT St. Peter Region
- Willmar Regional Treatment Center (including SOCS): change to DCT Willmar Region (including SOCS)
- Central Office: change to DHS Central Office

N. Minnesota Department of Veteran's Affairs

Officer-of-the-Day Differential

When a supervisor is assigned in writing to be on duty as officer-of-the-day for an institution, that supervisor shall receive a differential in the amount of ~~\$1.75~~\$2.75 per hour.

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a Minnesota Veterans Home shall receive a holiday premium of \$12.50 for each hour or portion thereof worked up to a maximum of \$125.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday. A supervisor receiving a holiday premium is eligible for officer-of-the-day differential for the same hours worked.

Schedule Changes

Article 11, Section 1(A) shall be supplemented as follows:

For supervisors working in a Minnesota Veterans Home, the Appointing Authority shall provide no less than fourteen (14) calendar days' notice to the affected supervisor(s) prior to making a change in the days of work, hours of work, or the length of the work day of full-time supervisors. Further for information purposes and where practicable, the Appointing Authorities agree that when supervisors are required to change shifts on a permanent basis, such change shall be posted 30 calendar days in advance of occurrence.

If the Appointing Authority changes a supervisor's scheduled day(s) off with less than fourteen (14) calendar days' notice to the affected supervisor, the supervisor shall receive ~~\$10.00~~\$15.00 for each four (4) hours or portion thereof worked on the original day off up to a maximum of ~~\$20.00~~\$30.00.

If the Appointing Authority changes a supervisor's scheduled hours of work by four (4) hours or more with less than fourteen (14) calendar days' notice to the affected supervisor, the supervisor shall receive ~~\$10.00~~\$15.00 for each four (4) hours or portion thereof worked outside the normally scheduled hours of work, up to a maximum of ~~\$20.00~~\$30.00.

A supervisor receiving schedule change pay is not eligible for officer-of-the-day differential for the same hours worked, nor shall a supervisor receive schedule change pay for overtime hours.

The total compensation granted supervisors assigned to overnight activities which involve the supervision of residents when such assignments are twenty-four (24) hours shall be as follows: eight (8) hours straight time, eight (8) hours at the appropriate overtime rate, and eight (8) hours at the on-call rate.

Grievances

All second step grievances shall be appealed to the Director of Human Resources.

Incentives

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The Appointing Authority may create and use incentive program(s). To offer incentives, the Appointing Authority must first develop a procedure that governs the eligibility and parameters of the program and must obtain approval from Minnesota Management and Budget. Upon approval from Minnesota Management and Budget, the Appointing Authority will communicate the procedure to MMA.

**Tentative Supplemental Agreement
between
Minnesota State Colleges and Universities
and
Middle Management Association**

H. Minnesota State Colleges and Universities

1) Tuition Waiver and Tuition Reimbursement.

A. Tuition Waiver. There shall be available to supervisors of Minnesota State a tuition waiver as set forth below.

1. Full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal employees, classified and unclassified, shall upon completion of ~~three (3)~~ two (2) years of continuous employment (without a break in service) in the Minnesota State system be entitled to enroll on a space-available basis in credit courses without paying tuition. The employee will pay all applicable fees. Such enrollment shall not exceed twenty-one (20-21) semester credits per year. For purposes of tuition waiver, the year is considered to run from the start of the fall session through the end of the summer session. Employees of a State University may have tuition waived at any State University. Employees of a Community College or Technical College or co-located College may have tuition waived at any Community College or Technical College or Co-located College. Employees of the Minnesota State System Office may have tuition waived at any State University, Community College, Technical College, or Co-located College by making a choice once each contract period to use the tuition waiver for one of the various systems. The employee's spouse or dependent children may share this right up to sixteen (16) credits.

The tuition waiver benefit shall not apply to any courses that are part of an applied doctorate program, except as described in section H.1.A.2, Discretionary Use of Tuition Waiver Credits, below.

2. Discretionary Use of Tuition Waiver Credits:

- a. The president of a college may authorize eligible employees of a college to use the tuition waiver benefit for the employee's own enrollment at a state university. Such authorization includes the president's discretion to allow eligible employees use of the tuition waiver benefit for the employee's own enrollment in applied doctorate courses.
- b. The president of a state university may authorize eligible employees of a state university to use the tuition waiver benefit for the employee's own enrollment at a state college. Such authorization includes the president's discretion to allow

eligible employees use of the tuition waiver benefit for the employee's own enrollment in applied doctorate courses.

- c. The president's exercise of discretion and discretionary use as described in this paragraph H.1.A.2. is not subject to the grievance procedure.

B. **Tuition Reimbursement.** Consistent with the State's Administrative Procedure 21, a supervisor may receive tuition reimbursement at the discretion of the college or university president/designee. The discretionary function of the Employer as provided in this section shall not be subject to the grievance procedure.

- 2) **Grievance Procedure.** Article 7, Section 1 shall be supplemented and/or modified as follows:

The Association agrees to file step 2 grievance appeals with the Minnesota State System Office.

- 3) **Hours of Work.**

Reduction in Hours. Supervisors and the Appointing Authority may mutually agree to reduce a full-time supervisor's hours of work. Such reduction shall not change their employment condition for purposes of bidding or layoff.

- 4) **Substitute Holidays.** After consultation with local Association Representative(s), College or University administrators may designate substitute holidays for those listed in Article 9 of the Master Agreement in order to conform with their academic calendars.

- 5) **Parking.** The Employer agrees that all policies relating to supervisor parking in campus facilities shall be uniform for faculty and all other personnel. On campuses which have a parking committee, the Local Union shall designate a representative to the committee.

- 6) **Uniforms.** Supervisors who are required to wear uniforms shall receive or be reimbursed for an initial issue of four (4) properly fitting uniforms per supervisor. Thereafter, supervisors shall be permitted replacement uniforms until they are no longer required. Worn out uniforms shall be returned to the Appointing Authority.

- 7) **Attendance at Local Union Meetings.** Supervisors may be permitted to adjust their hours of work to permit their attendance at meetings of the Association. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

- 8) **State Contribution to Deferred Compensation Plan.** Article 16, Section 16 is modified as follows:

Employer contributions to the State deferred compensation plan shall not be paid to any tax sheltered annuity contracts but shall be paid only to the deferred compensation plan authorized by M.S. 352.96. Permanent unclassified supervisors who are not eligible for

the supplemental retirement account (as described in #10) are eligible for the Employer contribution to the State deferred compensation plan.

- 9) **Permanent Unclassified Supervisors as Per M.S. 43A.08, Subd. 1 (9)**. The parties agree that an unclassified bargaining unit member is a supervisor who holds an appointment to a position in Minnesota State which is statutorily unclassified. The following provisions are only applicable to unclassified supervisors.
- A. **Supplemental Retirement Account Contributions**. As allowed by Minnesota Statutes §§ 354C.11, 354C.12 and 356.24, the Employer will make a matching contribution, in an amount equal to the deductions made from the supervisor's salary, up to a maximum of one thousand seven hundred dollars (\$1,700.00) per fiscal year to each eligible employee's supplemental retirement account.
- B. **Discipline and Discharge**. Article 6, Discipline and Discharge, shall be modified as follows:
1. Supervisors who have completed ~~three (3)~~ two (2) or more years of continuous employment in their initial unclassified supervisor appointment with a Minnesota State Appointing Authority that is a minimum of fifty percent (50%) of a full-time equivalent position in state service:
 - a. shall be eligible for all rights under Article 6, Discipline and Discharge, including "just cause" and access to the arbitration level of the grievance procedure.
- C. **Change in Class (or Class Option) or Appointment to a Position in a Different Minnesota State Appointing Authority**.

Unclassified supervisors who have completed the initial ~~three (3)~~ two (2) or more years of continuous employment with a Minnesota State Appointing Authority as set forth in 9.B.1 above, and who without a break in service:

1. change class (or class option), or
2. move to another Minnesota State Appointing Authority

shall be subject to a mandatory six (6) month period wherein the supervisor shall be ineligible for the provisions of 9.B.1.a. above. However, by prior written notice from the Appointing Authority, the period may be eliminated or set any length of time from zero (0) to twelve (12) months. A supervisor who does not successfully complete the period shall have the following options:

- ~~1.~~ a. Return to the former position if:
 - i. the position is either vacant or occupied by a temporary unclassified supervisor; and

- ii. ~~if~~ return to the former position is agreed to by the Appointing Authority.

- ~~2.~~ b. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.

If the supervisor is not reappointed under options ~~1~~ a or ~~2~~ b, the supervisor's employment may be terminated.

D. Job Posting. Non-temporary MMA unclassified positions shall be posted for ten (10) calendar days for informational purposes only. No interest bidding is permitted on these unclassified positions. Supervisors shall notify the Appointing Authority that they are interested in the position(s) by written notice to the Appointing Authority's Human Resources Manager prior to the application deadline. If the supervisor meets the posted minimum qualifications of the position(s), as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. All supervisors shall be eligible for this position.

E. Unpaid Leaves of Absence – Unclassified Employees. An unclassified employee may request an unpaid leave of absence for the purpose of accepting a temporary position in another unclassified or administrative position within the Minnesota State Colleges and Universities. At its discretion, the Appointing Authority may grant such requests. All terms and conditions of the leave shall be memorialized in a written agreement between the employee and the Appointing Authority prior to the commencement of the leave. A copy of the final, signed written leave agreement shall be provided to the Association. If the leave agreement does not expressly address return rights, the unclassified employee shall be entitled to return to a vacant position in the same seniority unit in the employee's former academic supervisor level at the conclusion of the leave of absence, provided the supervisor is qualified for the position.

F. Notice of New Supervisory Titles/Classifications

1. The Minnesota State System Office, and/or the Appointing Authority shall, in a timely manner, send the Middle Management Association (MMA) the position descriptions for all unclassified supervisory classes/titles not currently assigned to a different bargaining unit.
2. MMA may request a meeting with the appropriate representative from Minnesota State within ten (10) working days of mailing or delivery of the notice. Such meeting, unless otherwise agreed by the parties, shall occur within ten (10) working days from the time of the request.
3. Positions which have gone through the process outlined in item numbers 1 and 2 above, and which remain in dispute, may be challenged by MMA filing the proper petition with the Minnesota Bureau of Mediation Services.

4. The provisions of this section shall be non-grievable and non-arbitrable except for failure to provide the information noted in number 1 above.

G. Rights of Supervisors When Appointments are Ended

Unclassified supervisors who have completed two (2) years or more of continuous employment in their initial unclassified supervisor appointment with a Minnesota State Appointing Authority that is a minimum of fifty percent (50%) of a full-time equivalent position in state service shall be eligible as follows when appointments are ended.

1. Advance notice when position/appointment is eliminated. In the event an unclassified supervisor's position/appointment is ended by the Appointing Authority for reasons other than work performance the Appointing Authority shall notify the Association Executive Director and the supervisor(s) affected at least forty-five (45) calendar days prior to the effective date.
2. Insurance eligibility. Unclassified supervisors who receive an employer contribution to health/dental insurance and whose position/appointment ends for reasons other than work performance shall remain eligible for the same employer contributions for six (6) months from the date the position/appointment ends.
3. Involuntary Separation Due to a Reduction in Force. Unclassified supervisors who are involuntarily separated due to a reduction in force shall be allowed to express interest in and interview for any unclassified vacancies posted within Minnesota State for a minimum of six (6) months following the date of their separation notice. Non-selection shall not be grievable. Employees must meet the posted minimum qualifications for the position in order to be granted an interview.
4. Transition Leave: At the Appointing Authority's discretion, an unclassified supervisor subject to involuntary separation as provided in section H.9.G.3 (Involuntary Separation Due to a Reduction in Force) of the supplement may be granted up to one hundred sixty (160) hours of paid transition leave, ending on the date of separation. Hours of leave may be granted at any time throughout the notice period in H.9.G.1 and shall not be subject to the reinstatement provisions of Article 10 of the Master Agreement
5. Severance Pay: Article 16, section 10 (Severance Pay) of the Master Agreement shall be modified to include an unclassified supervisor subject to involuntary separation as described in section H.9.G.3 (Involuntary Separation Due to a Reduction in Force) of this supplement or who meets any of the other eligibility provisions of Article 16, Section 10 (Severance Pay) of the Master Agreement.

10. Educational Leave. Leave with pay may be granted to a supervisor for educational purposes at the discretion of the Appointing Authority.

For MMA:

For Minnesota State:

Patina Thomas
Chief Negotiator

Megan Spriggs
Chief Negotiator

I. Department of Natural Resources

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a Department of Natural Resources state park shall receive a holiday premium of \$12.50 for each hour or portion thereof worked up to a maximum of \$125.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

Seniority

Article 12, Section 2, Seniority Rosters, shall be supplemented and/or modified as follows:

No later than November 30 of each year, the Appointing Authority shall prepare and post a current seniority roster on the DNR Intranet, and shall provide one (1) printed copy to the Association Executive Director. The rosters shall list each supervisor and manager with supervisory seniority in the order of Classification Seniority and reflect each supervisor's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the supervisor previously served.

The rosters shall also identify the type of appointment if other than full-time unlimited. When two (2) or more supervisors have the same Classification Seniority dates, seniority positions shall be determined by total State Seniority. Should a tie still exist, seniority positions shall be determined by lot.

Hours of Work and Overtime

Article 11, Section 1(D), Hours of Work and Overtime shall be supplemented and/or modified as follows:

Out-of-State Fire Fighting

Overtime will be paid in cash at the rate of time and one-half for out-of-state fire fighting provided the out-of-state jurisdiction, state or federal, pays similar supervisory employees at the rate of time and one-half for firefighting work on the same fire.

In-State Fire Fighting

Overtime will be paid in cash at the rate of time and one-half for in-state fire fighting. The rate of time and one half for in-state fire fighting shall not exceed 1.5 times the maximum hourly rate of the NR Program Coordinator (14L) classification covered by the collective bargaining agreement between the State of Minnesota and MAPE.

Article 11, Section 1(D), Hours of Work and Overtime shall be supplemented and/or modified as follows:

Overtime will be paid in cash at the rate of time and one-half for out-of-state fire fighting provided the out-of-state jurisdiction, state or federal, pays similar supervisory employees at the rate of time and one-half for firefighting work on the same fire. The rate of compensation for time and one-half overtime shall not exceed 1.5 times the maximum hourly rate of the NR Program Coordinator (14L) classification covered by the collective bargaining agreement between the State of Minnesota and MAPE.

Liquidation of Overtime

Article 11, Section 1, D4, Compensatory Time Liquidation in Cash, of the Master Agreement shall be modified as follows:

At the option of the DNR, for all supervisors assigned to Progression Codes 2 and 3 and to Progression Code 1, ranges 18 and below, all or a portion of the compensatory bank may be liquidated in cash as of the last day of the payroll period which ends closest to March 1, of each fiscal year with thirty (30) calendar days advance written notice to the Association. Such liquidation shall be done in a uniform manner for all employees of the seniority unit.

In-State Fire Fighting, Federal Jurisdiction

Overtime will be paid in cash at the rate of time and one-half for in-state fire fighting, federal jurisdiction, provided the federal jurisdiction pays similar supervisory employees at the rate of time and one-half for fire fighting work on the same fire. There shall be no actual rate paid at time and one-half in excess of forty dollars (\$40.00) an hour.

In-State Fire Fighting, DNR Jurisdiction

Supervisors who are required to work on wildfire fire fighting activities will be paid in cash at the appropriate overtime rate. This provision shall not apply to the DNR Forestry Division supervisors.

Uniforms

Article 21 shall be supplemented and/or modified as follows:

The Appointing Authority shall furnish each supervisor such articles of clothing as are specified as part of the uniform valued at one hundred and seventy-five dollars (\$175) annually. The Appointing Authority may approve individual increases in this amount as needed.

DNR Supervisors assigned to Group 3 under DNR Op Order #33, full-time uniform wearers shall be furnished such articles of clothing as are specified as part of the uniform valued at two hundred and sixty dollars (\$260) annually.

If prices of parkas and 3-season jackets fluctuate by size and by twenty dollars (\$20) or more per individual item, the Appointing Authority shall supplement the uniform allotment by the amount of the actual difference in cost that exceeds the regular price.

Insurance

Article 17, Section 3A, Insurance, shall be supplemented and/or modified as a pilot for the 2007-2009 Agreement and may be extended with the mutual agreement of both the State and the Association.

Part time unlimited supervisors who are scheduled to work at least fifteen hundred and sixty six (1,566) hours per fiscal year are eligible for the full Employer contribution.



September 26, 2023

Jon Beaufeaux, Business Representative
Middle Management Association
3460 Lexington Ave. N., Suite 125
Shoreview, MN 55126

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Dear Jon:

During the 2021-2023 contract period, the Minnesota Department of Natural Resources and the Middle Management Association entered into an MOU to modify the 2021-2023 language as it relates to paid Rest and Recovery ("R&R") days. The MOU was approved on October 4, 2022 and did not give enough time to the DNR to see the language in practice. The parties agree to modify the master 2023-2025 bargaining contract language with the following language:

- DNR Employees returning from an out-of-state fire assignment of at least fourteen (14) days shall be eligible for a paid rest and recovery day(s) ("R&R day"), provided that: (a) the R&R day(s) occurs on a regularly scheduled work day immediately following the out-of-state fire assignment, as documented by the fire assignment; and (b) the R&R day(s)

is reimbursable by the fire assignment jurisdiction. Such R&R day(s) shall be provided consistent with DNR Fire Business Guidelines, which provide one (1) day for a fourteen (14) day assignment; and two (2) days for a twenty-one day assignment; employees shall be eligible for no more than two (2) R&R days per out-of-state fire assignment.

It is the mutual intent of the parties to discuss learnings from the 2023-2025 contract period during the 2025-2027 supplemental bargaining, in order to renew language and apply the learnings from the 2023 and the 2024 fire seasons.

Sincerely,

Denise F. Legato
Director of Human Resources

K. Department of Public Safety

Incentives. The Appointing Authority may create and use incentive program(s). In order to offer incentives, the Appointing Authority must first develop a procedure that governs the eligibility and parameters of the program and must obtain approval from Minnesota Management and Budget.

STATE FIRE MARSHALL

When requested by the employee, the Employer shall pay the monthly base telephone bill for the employees of the State Fire Marshal Division in the classification State Fire Safety Supervisor who work out of their home and maintain an office for state business in their residence. For the purposes of this agreement, the base telephone bill includes the basic monthly fee, touch-tone service (if a separate fee is charged), voice messaging service, and applicable taxes. It does not include supplemental services desired by the employee or long distance fees or charges. To be eligible for this reimbursement, the employee must maintain a separate telephone line for State business purposes only.

Hazardous Material Responders

Hazardous Material Responders supervisors directed to be on-call as Hazardous Material Responders by their division and those supervisors deemed qualified by their division to function as a designated Hazardous Material Responder shall be paid for on-call duty as follows:

1. Department of Public Safety (DPS) Division Directors shall designate those persons deemed qualified to work as a Hazardous Material Responder.
2. Such supervisors shall be assigned specific seven (7) day duty periods. Such assignments shall be made by DPS.
3. For each seven (7) day period on-call, the supervisor shall be compensated fifteen (15) hours pay at their normal rate or fifteen (15) hours of compensatory time at the option of the supervisor. An additional four (4) hours of compensation in cash or compensatory time shall be granted for each legal holiday that occurs within this period. All compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor.
4. On-call status supervisors are to be reachable at all times for emergency and assistance calls. A supervisor who is instructed to be in an on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.
5. Supervisors called back shall receive cash or compensatory time in accord with Article 11 of the Master Agreement. Such compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor.

6. Non-exempt supervisors who take telephone calls eight (8) minutes or longer while they are on-call will have the time treated as time worked.
7. Exempt supervisors who make telephone calls eight (8) minutes or longer while they are on-call shall have the ability to adjust or exchange hours in accord with Article 11 of the Master Agreement.

BUREAU OF CRIMINAL APPREHENSION

On-Call, Forensic Scientist Supervisor and Forensic Lab Assistant Director

Employees in the classifications Forensic Scientist Supervisor and Forensic Laboratory Assistant Director shall be in on-call status if the employee's supervisor has instructed the employees, in writing, to remain available to work during an off-duty period. These employees who are instructed to be in on-call status are not required to remain at a fixed location but are required to leave word where they may be reached.

Such employees who are instructed to remain in an on-call status for the purpose of serving on the Crime Scene Processing Team shall receive fifteen (15) hours of overtime compensation for being in on-call status for a seven (7) day period. An additional four (4) hours of overtime compensation shall be granted for each legal holiday that occurs within this period.

Special Agents in Charge and Assistant Special Agents in Charge

Availability Pay

Employees in the classifications of Special Agent In Charge and Assistant Special Agent In Charge shall be paid an additional sixty dollars (\$60) per month availability pay in recognition of the unusual hours and on call nature of the work they perform.

Clothing Allowance

The employer agrees to provide each Special Agent in Charge and Assistant Special Agent in Charge covered by this agreement an annual clothing allowance of five hundred and fifty dollars (\$550) per fiscal year, payable at the beginning of each fiscal year provided the employee is employed and in working status at the beginning of each fiscal year.

Size of Compensatory Bank

Article 11, Overtime shall be amended as follows:

For employees in the classifications of Special Agents In Charge and Assistant Special Agents In Charge, the maximum hours that may be in the compensatory bank at any one time shall be established by the Appointing Authority within the guidelines of the FLSA. It is agreed that the appointing authority will not set this limit below forty (40) hours. At the discretion of the Appointing Authority all or part of the compensatory bank may be liquidated in cash.

Public Safety Early Retirement Incentive for Supervisors in the State Patrol Retirement Fund

This Early Retirement Incentive will apply to supervisors in the classifications of Special Agent in Charge and Assistant Special Agent in Charge, at the Department of Public Safety. The Early Retirement Incentive will apply only to supervisors currently in the State Patrol Retirement Fund (M.S. §352B), who are and who supervise licensed peace officers.

- A. **Early Retirement Incentive Options.** Any supervisor who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) shall be eligible to retire under one of the following Early Retirement Incentive programs if the conditions for eligibility as set forth below are met.

1. **Pre-Fifty-Five Early Retirement Incentive.** Any supervisor who reaches the age of fifty (50) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) who retires at or after their fiftieth (50th) birthday but before their fifty-fifth (55th) birthday shall be entitled to participate in the Pre-Fifty-Five (55) Early Retirement Incentive in accordance with the provisions set forth below.

The Employer contribution for health and dental insurance coverage shall be equal to one hundred twenty (120) times the amount of the monthly Employer contribution applicable to the supervisor at the time of their retirement divided by the number of months from the date of retirement until the supervisor reaches age sixty-five (65). The supervisor shall be responsible for paying the remaining portion of the Employer contribution.

2. **Post-Fifty-Five Early Retirement Incentive.** Any supervisor who reaches the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) may opt during the pay period in which their fifty-fifth (55th) birthday occurs or any time thereafter until the supervisor reaches the age of sixty-five (65) to participate in the Post-Fifty-Five Early Retirement Incentive in accordance with the provisions set forth below.

The Employer contribution for health and dental insurance coverage shall be equal to the amount of the monthly Employer contribution applicable to the supervisor at the time of their retirement.

B. **Conditions for Eligibility.**

1. **Current Supervisors.** Supervisors who are in a classification covered by this Agreement before the effective date of this Agreement shall be subject to the following conditions for eligibility:
 - a. Supervisors exercising either of these options must be eligible for insurance coverage under the provisions of Article 17.

- b. Supervisors exercising either of these options shall be provided with the health and dental insurance which the supervisor was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement.
 - c. Supervisors eligible to receive an Employer contribution for health and dental coverage immediately prior to taking advantage of the State Patrol Retirement Fund (M.S. §352B) shall continue to receive an Employer contribution for themselves and their enrolled dependents until the supervisor reaches the age of sixty-five (65).
 - d. Supervisors who retire with no Employer contribution for dependent coverage or who terminate dependent coverage following retirement may add a dependent in accordance with Article 17 Section 5B1; however, that supervisor shall not subsequently be eligible for an Employer contribution for dependent coverage except when the dependent is the supervisor's spouse and the spouse immediately at the time of their retirement is enrolled in SEGIP and receiving an Employer contribution for health and dental coverage.
 - e. Receipt of the Early Retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the required premium.
 - f. Supervisors on an unpaid leave of absence in excess of one (1) year, excluding military and medical leaves, shall be subject to the provisions set forth in B2 below.
2. **New Supervisors**. Supervisors who promote, demote, transfer, or who are appointed to a classification covered by this Agreement on or after the effective date of this Agreement shall be subject to the conditions listed directly above and the following additional conditions for eligibility:
- a. Supervisors must have a minimum cumulative total of ten (10) years of service in a classification covered by the State Patrol Retirement Fund (M.S. §352B) at the time of their date of retirement. Any time spent in a classification that is not covered under the State Patrol Retirement Fund (M.S. §352B) will not satisfy, and will not be combined with covered time to satisfy, the required time.
 - b. Supervisors must have been employed in a classification covered by the State Patrol Retirement Fund (M.S. §352B) for a minimum of five (5) years immediately preceding their date of retirement.

MINNESOTA STATE PATROL

Capitol Security Supervisors

Article 11, Section D.3 shall be amended to allow Capitol Security Supervisors to carry over fifty (50) hours in their compensatory bank when the Appointing Authority decides to liquidate the compensatory bank at the beginning of the pay period closes to July 1st.

Radio Communications Supervisors

Because of the work requirements of Radio Communications Supervisors, supervisors may not be able to take a fifteen (15) minute paid rest break during each four (4) hours of regularly scheduled work. An eligible Radio Communications Supervisor who is not able to take an allowable rest break(s) because of business needs shall be entitled to cash or compensatory time off, at the supervisor's option.

Public Safety Answering Point (PSAP) Managers

Public Safety Answering Point (PSAP) Managers located in Roseville and Rochester Regional Traffic Management Centers shall receive a differential of ~~two~~ three dollars (\$~~32.00~~ 32.00) per hour. Such differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

Radio Communication Supervisors who are scheduled to work a supervisory shift on a holiday, shall be paid compensated at the rate of time and one half for hours worked on the holiday.

Commercial Vehicle Inspector Supervisors shall receive a holiday premium of \$12.50 for each hour or portion thereof worked up to a maximum of \$125.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

Commercial Vehicle Inspector Supervisors

Commercial Vehicle Inspector (CVI) Supervisors who volunteer for and are assigned to perform supervisory duties on commercial vehicle enforcement projects including but not limited to: Federal Motor Carrier Safety Assistance Programs, Dyed Fuel Enforcement, Border Enforcement, Fatigued Driver Enforcement (FIST), Passenger Carrier Enforcement, Hazardous Material Enforcement, and the DOT Traffic Enforcement Project shall be compensated at a rate of time and one half for all hours worked. Such pay shall be paid in cash and titled CMV Enforcement Pay or Federal Program Pay.

The commercial vehicle enforcement projects included or excluded shall be determined solely by the Employer. Assignment to the supervisory position(s) shall be at the discretion of the Appointing Authority.

CVI Supervisors are ineligible for assignment to these projects during any hours they are taking vacation leave.

Hours worked on these voluntary assignments shall not be included as hours worked for the purpose of calculating overtime.

M. Department of Transportation

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

A supervisor shall receive a holiday premium of \$12.50 for each hour or portion thereof worked up to a maximum of \$125.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

Hours of Work and Overtime

Article 11 shall be supplemented and/or modified as follows:

~~The parties agree that for purposes of Article 11 (Hours of Work and Overtime) of the Agreement supervisors who were previously represented by Middle Management Association prior to July 1, 1981, shall be governed by the hours of work and overtime provisions as though they were assigned to Progression Code 1 and employed in those classes assigned to Salary Range 18.~~

The parties agree that for purposes of Article 11 (Hours of Work and Overtime) of the Agreement the immediate superior shall not unreasonably deny the request of a supervisor to balance hours due to off-duty phone calls received during hours for which the supervisor was not otherwise being compensated.

Winter Maintenance Schedule

Article 11, Section 1 shall be supplemented and/or modified as follows:

The Appointing Authority and the Association agree to the use of winter maintenance shifts. The Department of Transportation and the Association agree that the Appointing Authority may institute split shifts under the winter maintenance schedule.

On-Call

Article 11, Section 5 shall be modified as follows:

A supervisor who is instructed to remain in an on-call status shall be compensated for such time on the basis of sixty dollars (\$60) for a twenty four (24) hour period or part thereof. Furthermore, a supervisor who is in an on-call status on a weekend or holiday shall receive an additional five (\$5) dollars, or a total of sixty-five dollars (\$65), for a twenty-four (24) hour period or part thereof. On-call pay shall not exceed four hundred and twenty dollars (\$420) per week.

For purposes of this Article, a supervisor is eligible for weekend on-call pay if any of the on-call hours falls between midnight Friday and midnight Sunday. A supervisor is eligible

to receive holiday on-call pay if any of the on-call hours fall on a calendar day which is listed as a holiday in Article 9, Section 2.

A supervisor who is neither working nor on-call shall not be disciplined, or otherwise held accountable for the failure to answer a work-related phone call.

Snow and Ice Activation Pilot

Article 16 (Wages) shall be supplemented as follows:

Supervisors who are assigned to run snow and ice shifts that have been activated, and:

- any of the declared snow and ice shift falls outside of their regular work hours, and
- the supervisor works at least 4 hours in that snow and ice shift

Shall be eligible to receive \$40.00 per pay period. Such pay shall be in addition to any other pay the supervisor is eligible to receive. This pilot becomes effective upon the Agreement’s successful ratification and will sunset upon the ratification of the 2025 – 2027 contract.

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Metro District Statewide Maintenance Supervisor Night Shift Premium Pay (Pilot)

Article 16, Section 8 shall be supplemented as follows:

~~Metro District Statewide~~ maintenance supervisors working night shifts of durations lasting three (3) months or more, covered by this agreement, shall receive Night Shift Premium Pay of \$2.00/hour for all shifts which start between 7:00 p.m. and 11:00 p.m. This will apply to all hours worked between the hours of 7:00 p.m. and 5:30 a.m. Such premium pay shall be in addition to the supervisor’s hourly rate of pay, and any shift differential the supervisor would otherwise be entitled to. The premium pay shall be included in all payroll calculations for shifts actually worked, but shall not apply during periods of paid leave, or in calculations of back-pay.

~~This pilot program will be in effect for the duration of the current contract.~~

Vehicles

Article 18, Section 2 shall be supplemented and/or modified as follows:

Supervisors notified in writing by their Transportation District Engineer or Office Director to be available to respond to work-related emergencies during hours when the supervisor is not normally working, shall be provided with a State-owned vehicle and will not be charged mileage for driving to and from their work station and their home. It is understood that the State-owned vehicle shall not be used for personal purposes.

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Filling of Positions

Article 14 of the Master Agreement shall be supplemented and/or modified as follows:

Permanent Reassignment:

Allows for permanent reassignment outside thirty-five (35) miles that is agreed upon by the Supervisor and Appointing Authority.

Whenever the Appointing Authority determines to make a permanent reassignment within thirty-five (35) miles, the Appointing Authority shall, before the reassignment is affected, consider (but not be limited to) the following:

- A. The Supervisor's ability to perform the job;
- B. The Supervisor's qualifications to perform the job;
- C. The Supervisor's interest in the job;
- D. The Supervisor's current workload;
- E. The Supervisor's Classification/Class Option Seniority.

Notwithstanding the above, a permanent work location may be changed under one of the following:

- a. Upon written request of a Supervisor, Department of Revenue may make a permanent reassignment outside of thirty-five (35) miles, with advanced notice to the Association. Any change of residence pursuant to such reassignment shall be voluntary for the purposes of Article 19. Relocation Expenses.
- b. When a new permanent work location has been determined near a closed former permanent work location, upon mutual agreement of the Department of Revenue and the Association, Department of Revenue may make a reassignment outside of thirty-five (35) miles for the Supervisor reassigned as a result of a former office closure to the new permanent work location or when there is an approved business reason to reassign the Supervisor. Any change of residence pursuant to such reassignment shall be voluntary for the purposes of Article 19. Relocation Expenses.

Wages

Article 16 of the Master Agreement shall be supplemented and/or modified as follows:

Bilingual/Multilingual/Sign Language Differential:

At the Department of Revenue's discretion, position(s) that communicate with the public in a recognized and approved language other than English (including Braille or American Sign Language (ASL)), on a recurring or specific basis may be eligible for this differential. The use of an additional language must be used to perform an essential function of the position or to support specific events or projects. The required level of fluency is to be determined by the Department of Revenue, and the Department of Revenue may require certification in interpretation or translation, or in the use of Braille or ASL, as required by law or industry standards.

1. **Recurring Basis.** Positions that utilize an additional language on a recurring basis to support an essential function of the position will receive a differential of fifty dollars (\$50.00) per bi-weekly pay period.
2. **Specific events or projects.** The Appointing Authority will describe the Supervisors' expectations for utilizing their additional language skill (translation, interpretation, or both), and whether the Supervisor will be expected to perform additional language skills during specific events or for special projects. If the additional language will be utilized only for specific events or projects, like public meetings or specific translation projects, the position will be paid a differential of \$1 per hour for each hour performing those specific tasks, paid in .25 hour increments.

If the Appointing Authority determines that the additional language skills are no longer needed, the bilingual differential may be ended at any time. If the Supervisor is transferred, demoted, or promoted, to another position in which the bilingual skill has not been designated, or identified as a business necessity, the differential will cease. The effective date for discontinuation of the bilingual differential will be the first day of the next pay period following the new assignment.

The determination by the Appointing Authority as to which positions are eligible for the bilingual differential, the frequency with which additional language skills are needed, or the discontinuation of the bilingual differential shall not be subject to the grievance or arbitration procedure.

The Appointing Authority retains the right to contract out bilingual services as deemed necessary.

Expense Allowances

Article 18, Section 2 of the Master Agreement shall be supplemented as follows:

Where the Department of Revenue closes a Supervisor's permanent work location and assigns the Supervisor to a new permanent work location outside thirty-five (35) miles, and the Supervisor is approved to telework, the Supervisor shall be eligible for mileage reimbursement when the Supervisor is required to report in-person to the new permanent work location. The allowable mileage shall be whichever is lesser:

1. mileage from the Department of Revenue's closed permanent work location to the new permanent work location, or
2. mileage from the Supervisor's teleworking location to the new permanent work location,

The Supervisor shall no longer be eligible for mileage under this provision upon leaving the position for which the Department of Revenue closed the permanent work location.

Professional Examinations

Effective July 1, 2023, and dependent upon the availability of funds and the operational needs of the Department of Revenue, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1000) to Supervisors who receive notification of passing all parts of a:

- CPA examination
- Certified Fraud Examiner examination
- Certified Internal Auditor examination
- Project Management Professional examination

provided the Supervisor is in good standing with the department. The Supervisor must be employed with the Department of Revenue at the time that at least one section of the examination is taken and passed. Supervisors who pass an above listed exam and remain employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1000), provided the Supervisor is in good standing with the department.

Supervisors who received notification of passing all parts of an above listed examination, with at least one section having been taken and passed while employed at the Department of Revenue, and who received such notification within one (1) year prior to July 1, 2023, are ineligible for the initial lump sum payment. However, the Appointing Authority may provide the second lump sum payment of one thousand dollars (\$1000) provided the Supervisor remains employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the examination and provided the Supervisor is in good standing with the department.

Supervisors who received notification of passing all parts of an above listed examination prior to July 1, 2022, or prior to being employed by the Department of Revenue, shall be ineligible for any of the lump sum payments for that examination.

The Appointing Authority may add additional examinations at its discretion.

