**MAPE LOCAL 1703 Minutes - February 2018**

**Cambridge meeting 2-7-18:**

1. Good and Welfare. A get well card was sent to Mitchell Swanson.
2. Minutes were accepted from the December 2017 meeting.
3. Membership Report: Local 1703 is currently at 77.19% full members. Trying to reach at least 80% full members in anticipation of the Janus vs AFSCME Supreme Court case.
4. Treasurer’s Report: The balance as of 12/31/17 was $211.16. The local treasurer left state employment so if you are interested in becoming Local 1703 treasurer please speak with local president Brain Moreau.
5. Old Business: A member asked how the Department of Human Services (DHS) determined which MAPE classifications could be reimbursed for schooling expenses. Staff were wondering why only BA3 positions and not BA1 or BA2 are eligible. Regional Director Mike Terhune stated he would check on the issue. Follow up: After the meeting Mike provided a Memorandum of Understanding between MAPE and DHS which is attached to these minutes.
6. Regional Director’s Report: Mike Terhune. MAPE now has over 10,000 full members for the first time ever.
On February 20th there will be a rally held at the MN Capitol. MAPE will pay lost time if members wish to attend.
MAPE is looking for a new legal firm and is also renegotiating with its website design firm to rework the website to make it more mobile friendly.
7. Local 1703 is still looking for a chief steward.
8. $10 drawing won by Shannon Marks.

Submitted by 1703 Local Secretary Shannon Marks

**Rush City meeting:**
There is not a date for our contract be heard in the legislature yet. Business agent Nick wanted to know if members would be interested in listening sessions, a twitter video feed or having one of our legislative members come out and meet with us. Stacy Olson was the winner of the $10 drawing.

**Pine City meeting:**
Approximately 1300 people appeared at the Capitol in support of our contract which was covered by the news. Mitchell Swanson had surgery and is recovering well. Expenses were approved for local members to attend Capital Days. On March 21st, Pine Technical College had their first meet and confer meeting and it went well. It was requested that the Board consider looking at the change that was made in reimbursement for expenses. Amanda Spencer was the winner of the $10 drawing. Business Agent Nick confirmed that the local balance was $211.60

Memorandum of Understanding
Between
State of Minnesota,
Department of Human Services
And
Minnesota Association of Professional Employees (MAPE)

This Memorandum of Understanding (MoU) is entered into this --- day of --- .2017, by the State of Minnesota, Department of Human Services (DHS) and MAPE. Whereas the parties wish to amend the provisions of the Collective Bargaining Agreement between MAPE and the State of Minnesota to address recruitment and retention issues.

Now therefore, the parties agree to the following:

**1) Affected Job Classes in Direct Care and Treatment Services (DCT).**

Behavioral Analyst 1
Behavioral Analyst 2
Behavioral Analyst 3
Clinical Program Therapist 2
Clinical Program Therapist 3
Clinical Program Therapist 4
Dietician
Licensed Alcohol/Drug Counselor
Occupational Therapist
Occupational Therapist Senior
Physical Therapist
Psychologist 1
Psychologist 2
Psychologist 3
Recreation Therapist
Recreation Therapist Lead
Recreation Therapist Senior
Rehabilitation Counselor
Rehabilitation Counselor Senior
Safety Administrator
Skills Development Specialist
Social Worker
Social Work Specialist
Social Work Specialist Sr. - Human Services
Social Worker Senior
Speech Pathologist

**2) Retention Incentive for Employees at the Salary Range Maximum.** This retention incentive for employees at the salary range maximum provision shall be in effect from the effective date of this Agreement through June 30, 2019.

Employees (in the above specified job classifications) who have 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.

**3) Recruitment Incentive for Newly Hired Employees.** This recruitment incentive for newly hired employee's provision shall be in effect from the effective date of this Agreement through June 30, 2019.

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.

**4) Referral Incentive.** This referral incentive provision shall be in effect from the effective date of this Agreement through June 30, 2019.

Any current DCT employee covered by the MAPE 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 (in the affected job classes) and successfully completes their probationary period. The Appointing Authority may designate individual vacant positions (in the affected job classes) 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.

**5) Student Loan Payment Reimbursement.** This student loan payment reimbursement provision shall be in effect from the effective date of this Agreement through June 30, 2019.

**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 within fifteen (15) years immediately 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.

F. 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.

**G. 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.

**H. 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.

**I) 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.

**6) Payments.** Should the MoU reach expiration, or be terminated by either party, incentives that were offered to employees while it was active may continue to be paid out.

**7) Grievances.** Terms 1, 2, 3, and 4 of this MoU are not grievable or arbitrable under Article 9 of the MAPE Collective Bargaining Agreement.

**8) Complete Agreement.** This MoU constitutes the complete and total agreement between the parties. No other agreements shall be binding unless signed by the parties hereto.

**Labor-Management Cooperation**

The Local Union and Management agree to continued evaluation, analysis and communication regarding this agreement. The parties acknowledge that in the spirit of this agreement, additional issues may arise and are committed to working together to resolve them.

The parties also agree that if efforts to resolve future issues is unsuccessful, either party may terminate this agreement with 45 calendar day advance written notice to the other party.

**Agreement Form-Hiring Pool MoU**

Pursuant to the Memorandum of Understanding between AFSCME and the State of MN, Department of Human Services, Anoka Metro Regional Treatment Center regarding a hiring pool, which is dated----

Management and

Local 1307 are in agreement that the classification (s) of

will utilize the "hiring pool" concept in the program area identified below.

Job Classifications and/or work areas: