



Department of Revenue – Supplemental Bargaining Proposal

Proposed additions to the contract are underlined in red; proposed deletions are in ~~striketrough~~. Change all applicable dates (2021-23).

APPENDIX G: SUPPLEMENTAL AGREEMENTS

R. DEPARTMENT OF REVENUE

Vacancies, Filling of Positions. Article 16, Section 3, Job Posting and Interest Bidding of the Master Agreement shall be supplemented and or modified as follows:

The posting of a vacancy shall not be required if the Appointing Authority offers the vacancy to a seniority unit employee who has received notice of permanent layoff from the same or a transferable or higher classification, or if a vacancy in the same job class, same work unit, same supervisor, and with substantially the same job duties, was posted within the previous thirty (30) days. If no interest bids were received on the original vacancy, the Appointing Authority shall proceed to fill the subsequent position through other means. If interest bids were received on the original vacancy, the Appointing Authority shall consider the remaining interest bidders for the subsequent vacancy, in accordance with Article 16, Section 4, of the Master Agreement.

An employee of the Department of Revenue who is permanently assigned to an out-of-state office or territory, shall not be required to reapply to their position and a vacancy shall not be triggered, if they move their residence, as long as their territory does not change. A move shall also not trigger a differential adjustment downward.

Expenses. Article 18, Expenses, of the Master Agreement shall be supplemented and/or modified as follows:

Employees in travel status to an out-of-state assignment which includes at least seven (7) consecutive working days and the employee is required to be away from home at least one (1) full weekend, shall be allowed the actual cost not to exceed twenty-five dollars (\$25.00) per week for laundry and dry cleaning for each week after the first week. Receipts are required for any amount over five dollars (\$5.00) per trip.

Employees who are traveling overnight shall receive a meal per diem of forty-four dollars (\$44.00) per day while in the metropolitan areas listed in Article 18, Section 5(d), or thirty-six dollars (\$36.00) per day in all other areas. Meal receipts shall not be required.

Telecommuting. ARTICLE 27: HOURS OF WORK AND OVERTIME shall be amended as follows.

Telecommuting provides benefits to the State and employees. Those benefits include flexibility in work schedule and location, enhanced opportunities for advancement and career choices when positions are expanded to different locations, cost savings, time savings, and accommodations.

1. General Conditions.

- a. A request for telecommuting shall be approved, unless the Appointing Authority can clearly and convincingly demonstrate that the position cannot telecommute.
- b. If the position telecommuted during the COVID-19 pandemic, that position shall be considered eligible for telecommuting and any request for telecommuting shall not be denied on the basis of needing to be physically present at the work location.
- c. Telecommuting plans are eligible for flextime and are not limited by physical location. The employee can telecommute, even if they are not physically located at their permanent residential address.
- d. Telecommuting plans are not limited by dependents or other individuals located in the home. Employees shall be allowed to telework even if their dependents or an individual they are caring for is present in the telework location.
- e. For probationary employees, a request to telecommute may be granted at the discretion of the Appointing Authority.
- f. If a request to telecommute is denied, upon request of the employee, the Appointing Authority shall provide the employee the reason(s) for the denial of the request.
- g. For the purposes of shift differential, the employee's official schedule determines whether or not the employee qualifies for shift differential.
- h. Telecommuting plans shall only be altered or terminated for just cause. The Appointing Authority must give the employee the reason for and sixty (60) days' notice of any alteration or termination.

2. Reimbursement.

- a. The Appointing Authority may choose to provide reimbursement for any necessary equipment or expenses incurred by the employee for telecommuting, when the employee requests to telecommute.
- b. In the event the Appointing Authority mandates an employee to telework, the Appointing Authority shall reimburse that employee for any necessary equipment or expenses incurred by the employee for telecommuting.
- c. For employee safety, requests for ergonomic equipment shall be approved and paid for by the Appointing Authority or the employee shall be reimbursed for that equipment.
- d. As part of the telecommuting plan between the employee and Appointing Authority, for purposes of mileage reimbursement, the employee shall designate their permanent work location.

3. Reporting and Representation.

- a. The Appointing Authority shall provide an annual report, no later than March 1st, showing the number of telecommuting requests, the number of requests denied, the number of plans that have been altered or terminated, and the reason for denial of telecommuting requests for the previous calendar year, per Agency.
- b. An employee shall receive association representation, if requested, for anything contained here within.

Section 4. Office Closure

If a Regional Office is closed by the Appointing Authority and the Appointing Authority assigns impacted employees to the Stassen building or other location more than 35 miles from their original office (other contract provisions not withstanding), as the employee's new primary work location, the following shall be provided to the employees by the Appointed Authority.

1. No less than a ninety (90) day electronic notice to the Association and all employees impacted by the office closing; including a detailed process to obtain office equipment assigned to the employee, an transition plan for impacted units, sections and or teams and a process for requesting required equipment needed to complete assigned job tasks.
2. All equipment needed to complete assigned job tasks outlined in an employee position description shall be provided to the employee within a reasonable time frame.
3. Travel expenses incurred by the assigned job tasks outlined in the employee position description and or required by the employer shall be reimbursed by the Appointed Authority. This includes but is not limited to hotel stays, mileage and meal expenses for those being required to travel.

The Union reserves the right to amend and changes this proposal. Renew all relevant letters, etc..