

1 **H. DEPARTMENT OF HUMAN SERVICES**

2 **The Following Language Applies to All DHS Seniority Units:**

3 **Vacancies, Filling of Positions**

4 Article 16, Section 4.B – Claiming shall be supplemented as follows:

5 If the vacancy is not filled as provided in Article 16, Section 4.A, the Appointing Authority
6 shall consider claims of eligible Bargaining Unit employees facing layoff who request a
7 transfer or demotion to a class (or class option) in which the employee served or for which
8 the employee is determined to be qualified by the Employer.

9 Instead of accepting a claim, the Appointing Authority may choose to fill the vacancy by
10 promoting a seniority unit employee or an employee from a different DHS seniority unit
11 whose name was on a multi-source roster for the classification of the claimed position at
12 the time the vacancy was first claimed, or by accepting the voluntary transfer or demotion
13 of a current seniority unit employee or an employee from a different DHS seniority unit on
14 notice of permanent layoff. If the Appointing Authority determines to fill the resulting
15 vacancy, and it is not filled by an interest bidder or a recall from the seniority unit layoff list
16 or the transfer or demotion of a seniority unit employee or other DHS employee who has
17 received notice of permanent layoff, the Appointing Authority must consider interested and
18 eligible claimers who were not selected for the original vacancy due to the promotion,
19 transfer or voluntary demotion of a current seniority unit employee, prior to using any
20 other vacancy filling method in 4(C) and prior to the consideration of any additional
21 claimers for the resulting vacancy.

22 The receiving Appointing Authority shall determine if the employee is qualified for the
23 position, and if so, shall not unreasonably deny the request (see the provisions of Article 17,
24 Section 3(A)(5), regarding employee requests to claim positions in other seniority units to
25 avoid layoff or bumping).

26 Article 16, Sections 3 and 4 are supplemented as follows:

27 Permanent non-probationary classified employees from any DHS seniority unit in the same
28 classification/class option may interest bid on the filling of such vacancy.

29 First consideration will be given to eligible bidders from within the seniority unit who have
30 made a timely interest bid. Subsequent consideration will then be given to eligible bidders
31 from other DHS seniority units. If the vacancy is not filled by an employee identified above,
32 then it shall be filled as per Article 16, Section 4 of the Master Agreement.

33 **Layoff and Recall**

34 Article 17, Section 2 – Labor-Management Cooperation and Article 17, Section 3.A Layoff
35 Procedures shall be modified as follows:

36 Once the decision for permanent layoff has been made the following shall be included in
37 the layoff procedures:

- 38 • Employees with more classification seniority may volunteer to be laid off in lieu of less
39 senior employees who would otherwise be laid off. Volunteers will be in the following
40 order: most senior volunteers, first; least senior volunteers, last.
- 41 • Employees at risk of lay off must be capable and qualified to fill the position of the more
42 senior employee volunteering to be laid off.

43 Article 17, Sections 3.A.4a – Layoff Options and 5 – Claiming shall be modified as follows:

44 Employees whose only option is to bump may request to transfer to a non-temporary
45 classified vacancy within another DHS seniority unit in the same, transferable or lower class
46 (or class option) in which the employee previously served or for which they are determined
47 to be qualified by the Employer.

48 Incentives

49 Article 24, shall be supplemented as follows:

50 Incentives. The Department of Human Services may create and use incentive program(s). In
51 order to offer incentives, the Department of Human Services must first develop a policy that
52 governs the eligibility and parameters of the program and must obtain approval from
53 Minnesota Management and Budget.

54 Call In, Call Back, On-Call

55 On-Call Pay

56 Article 25, Section 2 of the Agreement shall be modified as follows:

57 No employee shall be assigned to on-call status for a period of less than three (3)
58 consecutive hours, unless the on-call assignment occurs on the employee's day off. If the
59 on-call assignment occurs on the employee's day off, it shall be for no less than eight (8)
60 consecutive hours.

61 An employee who is instructed to be in on-call status shall be compensated for such time at
62 the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. An
63 employee shall not receive on-call pay for hours actually worked.

64

Flex-Time

65 Article 27, Section 1B is clarified as follows:

66 Flex-time Plan:

67 Employees of the Department of Human Services may request a modification to their work
68 schedule. Flex-time plan options may include:

- 69 • Eight (8) consecutive hours in five work days;
- 70 • Ten (10) consecutive hours in four work days;
- 71 • Nine (9) consecutive hours in four work days plus four (4) consecutive hours for the
72 other work day;
- 73 • Nine (9) consecutive hours of work for four (4) work days plus eight (8) consecutive
74 hours of work on the fifth (5th) work day, followed by nine (9) consecutive hours of
75 work on four (4) work days.

76 Managers retain the authority for approving, modifying, denying, or terminating individual
77 schedules when they adversely affect services to clients/ customers; another employee's
78 schedule; or the operations of the Department of Human Services.

79 The employee may appeal the decision of an immediate supervisor to deny, modify, or
80 revoke a flex-time schedule to the second level supervisor, who should respond in writing.

81 The decision of the supervisor is final and may not be grieved.

82 [The Following Language Applies to the Central Office Seniority Unit Only:](#)

83 [Student Loan Payment Reimbursement.](#)

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

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

90 ~~C. **Eligible Student Loan Debt.** The employee must have current student loan debt.~~

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

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

96 ~~F. **Employee Length of Service Requirements.** Employees must have been employed~~
97 ~~by the Employer at least 18 months.~~

98 ~~G. **Employee Retention Requirement.** Employees who are approved to receive a~~
99 ~~student loan payment reimbursement must remain actively employed by DHS for a~~
100 ~~period of one (1) year after receiving a reimbursement payment.~~

101 ~~Employees who voluntarily leave the position or separate from state employment~~
102 ~~sooner than one (1) year after receiving such payment shall be required to repay the~~
103 ~~student loan reimbursement received the previous year on a pro-rated monthly~~
104 ~~basis.~~

105 ~~H. **Disbursement.** Loan reimbursement payments may be disbursed once or twice~~
106 ~~yearly, in accordance with a disbursement schedule determined by the Appointing~~
107 ~~Authority.~~

108 ~~I. **Documentation of Student Loan Payments Required.** Documentation that the~~
109 ~~amount dispersed has been applied to the student loan will be provided to the~~
110 ~~Appointing Authority within sixty (60) calendar days of the disbursement.~~

111 ~~J. **Failure to provide required documentation of payments.** If the employee does not~~
112 ~~fulfill the reporting requirement, the employee will be required to repay the total~~
113 ~~amount.~~

114 ~~K. **Rights.** This provision is not subject to the grievance or arbitration process.~~

115 ~~L. **Effective:** This provision becomes effective upon the contract's successful~~
116 ~~ratification by the legislature, and will sunset upon the ratification of the 2023-~~
117 ~~2025 contract. Any employee who received Student Loan Repayment under the~~
118 ~~terms of this section remains obligated to the payback language if they leave the~~
119 ~~position or separate from state service, even if this pilot is discontinued in~~
120 ~~subsequent contracts.~~

121 **The Following Language Applies to the Following Seniority Units Only: Direct Care and**
122 **Treatment (DCT).**

123 **Work On A Holiday**

124 Article 11, Section 5 shall be supplemented as follows:

125 An employee shall receive a holiday bonus of thirty dollars (\$30.00) for each four (4) hours
126 or portion thereof worked up to a maximum of sixty dollars (\$60.00) for those hours
127 specifically assigned by the supervisor and worked on the holiday.

128 **Health And Job Safety**

129 **Infectious And Contagious Diseases**

130 Article 22 shall be supplemented as follows:

131 Where infectious or contagious diseases are diagnosed among the resident population of a
132 facility, upon request of the Association, representatives of the facility and central office
133 shall meet promptly with Association Representatives to determine what steps, if any, are
134 necessary to educate employees about the disease(s) and to determine what steps, if any,
135 are necessary to safeguard the health and safety of the employees as well as the residents.

136 An employee who may be at risk to exposure to an infectious agent(s) as a result of
137 responsibilities for the care of a resident shall be informed of the resident's diagnosis or
138 possible diagnosis by the facility according to facility policy and procedure.

139 **Wages**

140 **Hostage Leave**

141 Article 24, Section 10 of the Agreement shall be modified as follows:

142 The Employer and the Association agree that employees who suffer a disabling injury as a
143 direct result of a life-threatening hostage incident, shall be authorized by the Appointing
144 Authority for injured on duty pay on the basis of stress related illnesses suffered without
145 demonstration of physical injury.

146 The Appointing Authority may require the employee to provide a statement from the
147 employee's medical or mental health provider verifying the employee's condition and the
148 anticipated time needed before the employee is able to return to their work duties. In no
149 case shall injured on duty pay extend beyond 240 hours.

150 Hours Of Work And Overtime

151 Article 27, Section 1 (A) shall be supplemented as follows:

152 i. Scheduling. The Appointing Authority shall provide no less than fourteen (14) calendar
153 days' notice to the affected employee(s) prior to making a change in the days of work,
154 hours of work or the length of the work day of full-time employees.

155 If the Appointing Authority changes an employee's scheduled day(s) off with less than
156 fourteen (14) calendar days' notice to the affected employees and the employee is
157 scheduled to perform work at a time specifically designated by the Appointing
158 Authority, the employee shall receive ten dollars (\$10.00) for each four (4) hours or
159 portion thereof worked on the original day off up to a maximum of twenty dollars
160 (\$20.00).

161 If the Appointing Authority changes an employee's scheduled hours of work by four (4)
162 hours or more with less than fourteen (14) calendar days' notice to the affected
163 employee and the employee is scheduled to perform work at a time specifically
164 designated by the Appointing Authority, the employee shall receive ten dollars (\$10.00)
165 for each four (4) hours or portion thereof worked outside the normally scheduled hours
166 of work, up to a maximum of twenty dollars (\$20.00).

167 Overnight Activities

168 The total compensation granted to employees assigned to overnight activities which involve
169 the supervision of residents when such assignments are twenty-four (24) hours shall be as
170 follows: eight (8) hours of straight time and twelve (12) hours at the appropriate overtime
171 rate per Article 27, which may be liquidated pursuant to Article 27, Section 5 of the Master
172 Agreement.

173 **~~Memorandum of Understanding – MAPE INCENTIVES~~**

174 ~~1. **Retention Incentive for Employees at the Salary Range Maximum.** This retention~~
175 ~~incentive for employees at the salary range maximum provision becomes effective upon~~
176 ~~the Agreement’s successful ratification by the legislature, and will sunset upon the~~
177 ~~ratification of the 2023 – 2025 contract.~~

178 ~~Employees who have been at the maximum salary rate for their job classification for six~~
179 ~~(6) or more months may receive a discretionary lump sum payment of up to two~~
180 ~~thousand five hundred dollars (\$2,500). Such payments are permitted only when the~~
181 ~~employee has demonstrated satisfactory or better job performance. Such payments~~
182 ~~may be granted once per fiscal year.~~

183 ~~2. **Recruitment Incentive for Newly Hired Employees.** This recruitment incentive for newly~~
184 ~~hired employee’s provision becomes effective upon the Agreement’s successful~~
185 ~~ratification by the legislature, and will sunset upon the ratification of the 2023 – 2025~~
186 ~~contract.~~

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

192 ~~3. **Referral Incentive.** This referral incentive provision becomes effective upon the~~
193 ~~Agreement's successful ratification by the legislature, and will sunset upon the~~
194 ~~ratification of the 2023—2025 contract.~~

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

205 ~~4. **Student Loan Payment Reimbursement.** This student loan payment reimbursement~~
206 ~~provision becomes effective upon the Agreement's successful ratification by the~~
207 ~~legislature, and will sunset upon the ratification of the 2023—2025 contract.~~

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

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

213 ~~C. **Eligible Student Loan Debt.** The employee must have current student loan debt~~
214 ~~incurred within fifteen (15) years immediately prior to the payment being requested by~~
215 ~~the employee.~~

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

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

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

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

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

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

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

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

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

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

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

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