**Executive Committee Minutes**

#### 22 December 2021

Present: President Megan Dayton, Vice President Angela Halseth, Treasurer Todd Maki, Secretary Michael Crider, Political Council Chair Cathleen Cotter, Organizing Council Chair Lauren Siegel, Interim co-Executive Director Leah Solo, Interim co-Executive Director Mike Asmus

**Meeting held via email**

**Safety Footwear Memorandum of Understanding (MOU)**

**M**(President)**SP** to recommend for a vote of the general membership the safety footwear MOU as drafted. **Passes 5/0/1**

Yes: President, Vice President, Treasurer, Secretary, Organizing Council

No: none

Abstain: Political Council

Footwear MOU increases reimbursement for footwear from $125 to $175. 531 members voted in favor of the MOU while 19 members voted in opposition of the MOU. President Dayton signed the MOU on December 26th 2021. A couple of Stewards asked about existing contract language. Article 22, Section 2: Safety Equipment says, “The Appointing Authority agrees to provide and maintain, without cost, such safety equipment and protective clothing as is required by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration.” The reading of the plain language of the contract seems to indicate that all safety equipment is fully reimbursable without limit. This is not the case. MGEC has this exact same language and arbitrated it in the [2014 BMS Case No. 12 PA 0957](mailto:https://mn.gov/bms/documents/BMS/154279-Arbitration%20Awards.pdf). The arbitrator decided in favor of the Appointing Authority meaning 1) employer-provided equipment is fully covered via the contract language and 2) in the case of the footwear, the policy trumps the contract language.

**Department of Corrections Overtime Memorandum of Understanding (MOU)**

**M**(President)**SP** to recommend for a vote of the affected membership the DOC overtime MOU as drafted. **Passes 4/0/2**

Yes: President, Vice President, Secretary, Organizing Council

No: none

Abstain: Treasurer, Political Council

DOC overtime MOU provides 1) employees who voluntarily work an employer approved and designated FLSA non-exempt overtime assignment, shall be compensated at the rate of time and one-half of the employee’s regular hourly rate for all hours worked during the FLSA non-exempt assignment and 2) employees working an FLSA non-exempt overtime assignment shall receive a shift differential of sixty-five ($0.65) for all hours worked before 0600 and after 1900. Business Agent Prokopf requested a retroactive effective date to cover the holidays and the request was denied on the basis of other bargaining units agreeing to the MOU without a retroactive effective date. 111 members voted in favor of the MOU while 2 members voted in opposition of the MOU. President Dayton signed the MOU on December 28th 2021. The Executive Committee thanks DOC Meet and Confer Chair Gahm and the rest of the Committee as well as Business Agents Prokopf and J Martin for their hard work and persistence in developing this benefit for our members in the DOC.