

## 16. DEPARTMENT OF PUBLIC SAFETY

### STATE FIRE MARSHAL'S DIVISION

WAGES, HOURS OF WORK AND OVERTIME. Articles 24 and 27 shall be amended as follows:

In accordance with CFR 533 Subpart C, Deputy State Fire Marshal Investigators are to be classified as 7(k) employees. This allows the following notable changes:

1. Investigators will work the same 14 day pay period as the rest of the employees, but will be required to work 86 hours at straight time before overtime or compensatory time is permitted. This time is not formally scheduled, and is to be worked at the discretion of the employee with the intent of providing excellent and timely service to fire departments and law enforcement agencies across the state.  
Management retains the authority for approving, modifying, denying or terminating individual schedules when, in management's judgment, they affect service to clients, or the operation of the Division. Any mandated change must be in writing and occur at least 24 hours prior to the scheduled change start time to be enforceable, and requires documentation that the information reached the employee at that 24 hour mark or before.
2. Overtime must be approved by a Division Supervisor prior to working it. It may be paid in salary or compensatory time by choice of the employee.
3. Deputy State Fire Marshal Investigators will be paid at Range 14 of Compensation Grid 14G due to the responsibility and hour requirements of this position.

**ON-CALL.** Article 25, Section 2 of the Master Agreement shall be modified for ~~Twin Cities metropolitan area employees of the State Fire Marshal Division~~ as follows:

- ~~An employee shall be in on-call status if the employee's supervisor has instructed the employee in writing to remain available to work during an off duty period. An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.~~
- ~~An employee who is instructed to remain in an on-call status shall receive eight (8) hours of overtime compensation for being in on-call status for the week-end for the purpose of conducting required fire investigations.~~

- ~~This understanding applies only to the hours between the end of the employee's scheduled shift on Friday and the beginning of the employee's scheduled shift on Monday.~~

1. For Deputy State Fire Marshal Investigators Only:

1. The providing of information by telephone will not be considered as a call-back unless the employee is in acting supervisor status.
2. An employee who is requested to cover phone questions as an acting supervisor is not required to remain at a fixed location but must stay within the area that facilitates cell phone contacts and remain available for those calls. This employee will be paid at a rate of 4 additional straight time hours or compensatory hours per each 24 hour time period (or 2 hours per 12 hour time period).
3. No other on-call pay will be valid unless the employee is instructed to remain available by their supervisor in writing for coverage reasons. If so instructed, the employee will be paid 4 hours straight time or compensatory time for every 24 hour period (or 2 hours for every 12 hour period) they are listed as on-call.

**EXPENSE ALLOWANCES.** Article 18, Section 5, of the Master Agreement shall be modified as follows:

Exemption from Mileage Clause. Due to the prohibitive requirements for investigators to not leave a scene prior to the investigation being completed, all Deputy State Fire Marshal Investigators and additional State Fire Marshal personnel that are assisting them (including Inspectors, Supervisors, etc) shall be paid for all applicable meals that occur while they are on scene regardless of the location of the scene in relation to their permanent work location

Any meal expense activity marked as "investigation" on a state expense report will be exempt from the mileage requirements. Each investigation should be marked by a case number(s) on the expense report to signal to Fiscal that mileage is exempt.

**Late Night Meal.** Late night meal reimbursement in the amount of ~~ten dollars (\$10.00)~~ fifteen dollars (\$15.00) as verified by receipt may be claimed only if the employee is on duty serving on a crime scene processing team and works four (4) hours between the hours of 7:00 p.m. and 6:00 a.m.

**RECOVERY TIME.** Article 14, Section 2, part K shall have the following addendum:

In order to assist with employee mental and physical health following a traumatic incident, Deputy State Fire Marshals agree to abide by an employer policy regarding Recovery Time under the following guidelines:

- 1) This time is paid by the employer.
- 2) The time is used as intended by the employee based on policy set forth by the employer to provide for mental and physical health of the employee.
- 3) No discipline occurs based on the use of this time as it was intended. (If the time is used incorrectly or with intent to defraud, disciplinary action may ensue, including additional scheduled work days to compensate for time used incorrectly.)
- 4) No doctor's note is required to take the time or return from the time.

If these guidelines are met, the Association does not require a notification unless the time is extended beyond the initial 36 hours. At that point, the time off reverts to the requirements for Administrative Leave listed in accordance with Article 14, Section 2, part K of the MAPE contract.

**BASE TELEPHONE LINE.** Article 18, Section 6, of the Master Agreement shall be modified as follows:

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 Deputy State Fire Marshal - State Fire Safety inspector and investigator options 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) 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.

**BUREAU OF CRIMINAL APPREHENSION, FORENSIC SCIENCE  
LABORATORY**

**CRIME SCENE TEAM LEAD DIFFERENTIAL.** Article 24 of the Master Agreement shall be modified as follows:

Crime Scene Team Lead Differential. Employee(s) designated as a Crime Scene Team leader, when assigned to a crime scene response, shall be paid a differential of three dollars (\$3.00) per hour. Such differential will be paid for time spent performing select team leader specific duties as defined by the Appointing

Authority. Such differential shall be paid in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

**MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS.** Article 6, Section 6 of the Master Agreement shall be modified as follows:

In each fiscal year, the Appointing Authority shall reimburse Forensic Scientists 1, 2, and 3 for professional dues in job related organizations up to two hundred fifty dollars (\$250.00) providing such employee presents the Department of Public Safety with a voucher indicating prior employee payment.

**PROFESSIONAL CERTIFICATION.** Dependent upon the availability of funds and the operational needs of the Forensic Science Laboratory, the Appointing Authority may provide reimbursement up to five hundred dollars (\$500.00) to employees in the Forensic Scientist classifications who become certified by a recognized professional forensic certifying body. The certification must be related to the Forensic Scientist's current forensic specialty assignment.

**ON-CALL.** Article 25, Section 2 of the Master Agreement shall be modified as follows:

An employee shall be in on-call status if the employee's supervisor has instructed the employee in writing to remain available to work during an off duty period. An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.

An employee who is instructed to remain in an on-call status for the purpose of serving on a 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.

**COMPENSATORY BANK.** Article 27, Section 6 of the Master Agreement shall be modified as follows:

The maximum number of hours that may be in the compensatory bank is eighty (80). However, the Appointing Authority may approve a request to carry over up to eighty (80) hours of compensatory time, in lieu of Employer mandated liquidation. Such carry over, when utilized, shall be paid at the hourly rate at which it was earned.

**EXPENSE ALLOWANCES.** Article 18, Section 5 of the Master Agreement shall be modified as follows:

Late Night Meal. Late night meal reimbursement in the amount of ~~ten dollars (\$10.00)~~ fifteen dollars (\$15.00) as verified by receipt may be claimed only if the employee is on duty serving on a crime scene processing team and works four (4) hours between the hours of 7:00 p.m. and 6:00 a.m.

CLOTHING. The parties agree to meet and confer regarding issues over clothing and protective wear.