

Department of Human Services - Supplemental Bargaining Proposals

April 24, 2023

Proposed supplemental additions to the contract are underlined in red; proposed deletions are in ~~strike through~~. Proposed supplemental additions are for 2023-2025 contract.

A	Amending Article 27, Section 2 (Overtime Compensation for Non-Exempt Employees)	Expanding the definition of “time worked” for non-exempt employees for the purposes of overtime.
B	Amending Article 27, Section 2 (Overtime Compensation for Exempt Employees Working in Non-exempt Position Assignments)	Providing time and a half overtime for exempt employees who voluntarily work an employer-approved and designated FLSA non-exempt overtime assignment
C	Amending Article 24, Section 10	Providing a shift differential for employees for hours worked before 6:00 a.m. and after 7:00 p.m.
D	Amend Article 20, section 3, subsection C (4) (a) (2)	Equalizing benefits for qualifying DHS MAPE members with regard to the Post-Fifty-Five Corrections Early Retirement Incentive program
E	Amending Article 13, Section 1,	Increasing the percentage of unused sick leave that can be converted to severance pay to discourage use of sick time in the place of vacation for new and newer employees who accrue sick leave at a lower level.
F	Deleting all of the language in Article 24, Section 9 and replacing it	Establishing a Multi-language Pay Differential.
G	Amending and supplementing Article 27, Section 1, Item J	Creating fairness and predictability around telework agreements.

A. Amending Article 27, Section 2 (Overtime Compensation for Non-Exempt Employees) as follows:

2. Overtime. Hours worked in excess of the maximum number of hours permitted in each applicable work period are overtime hours. All paid vacation time, paid holidays, paid sick leave, paid compensatory time off, and paid leaves of absence shall ~~not~~ be considered as “time worked” for purposes of this Section. ~~However, non-exempt employees in classifications with the salary range maximum rates which are lower than the maximum rate of salary range 7-L shall have vacation, sick leave and holiday hours considered as “time worked” for purposes of this section.~~

B. Amending Article 27, section 3, item C as follows:

3. Overtime. Employees may receive overtime at the rate of straight-time when assigned to a special work assignment which is in addition to their normal job duties and upon having received advanced approval from their supervisor. Employees are eligible for overtime only after completing eighty (80) hours of work in a pay period. However, 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.

C. Amending Article 24, Section 10 as follows:

Section 10. Shift Differential. The shift differential for employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 7:00 P.M. shall be ~~sixty-five cents (\$0.65)~~ seventy-five cents (\$0.75) per hour or the amount of the shift differential AFSCME workers receive (whichever is greater) for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

~~If an employee requests and is approved by their supervisor to work before 6 A.M. or after 7 P.M., they shall not be eligible for the shift differential. Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential.~~

D. Amending Article 20, section 3, subsection C (4) (a) (2) as follows:

Post-Fifty-Five Corrections Early Retirement Incentive. Any employee who attains the age of fifty-five (55) after the effective date and before the expiration date of the contract and who in the preceding three (3) years of their retirement is employed in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) may opt during the pay period in which their fifty-fifth (55th) birthday occurs or any time thereafter until the employee attains the age of sixty-five (65) to participate in the Post-Fifty-Five Corrections Early Retirement Incentive in accordance with the provisions set forth in Section 3C4b below.

The eligible employee shall receive the Employer-paid portion of medical and dental insurance paid by the Employer ~~in the pay period of their retirement~~ for full-time employees for themselves and their enrolled dependents until the employee attains the age of sixty-five (65).

~~However, the monthly Employer-paid portion of the medical/dental premium shall not increase by more than fifty dollars (\$50) above the monthly amount paid by the Employer at the time of their retirement in the pay period the employee is receiving the Corrections Early Retirement Incentive. Increases to the Employer-paid portion of the medical/dental premium that exceed fifty dollars (\$50) shall be paid by the employee.~~

E. Amending Article 13, Section 1, in part, as follows:

Severance pay shall be equal to ~~forty~~ eighty percent (~~40%~~) (80%) of the employee's first nine hundred (900) hours accumulated but unused sick leave and twelve and one-half percent (12½%) of the employee's accumulated but unused sick leave in excess of nine hundred (900) hours times the employee's regular rate of pay at the time of separation.

F. Deleting all of the language in Article 24, Section 9 and replacing it with the following language:

Section 9: Bilingual/Multilingual/Sign Language Differential: The language differential is for all qualified employees that communicate, translate, transcribe, or transliterate information for the public in a recognized and approved language (including Braille or American Sign Language (ASL)). English is not an approved language for this language differential. The approved language must be used while performing essential functions of the employee's position, or used to support specific events or projects with public access, attendance, engagement, or use.

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

There are two ways in which an employee may receive a pay differential for utilizing a language other than English as part of their job: 1) the Recurring Basis option or 2) the Events or Projects option.

1. **Recurring Basis.** Employees who are required as a part of their position to utilize a language other than English to support an essential function of the position are eligible for a \$100 pay differential per bi-weekly pay period. The Earn Code for this Differential is: L50 (enter as "1" per pay period.).

Positions that automatically qualify:

- a. An individual whose position description requires fluency in a language other than English automatically qualifies for this pay differential.

- b. Customer Service or public facing position responsible for responding to questions from the public in languages other than English.
- c. Community liaisons who regularly communicate with non-English speaking communities.
- d. Inspectors or investigators who review businesses or entities for compliance with state or federal regulations, and who routinely interview individuals or review documentation utilizing a language other than English.

Other employees who submit proof they have met the Recurring Basis option criteria also qualify.

An employee may request a Recurring Basis option pay differential by submitting proof their position automatically qualifies pursuant to this Section or proof of utilization of a language other than English to support an essential function of their position. An employee may submit a request without a supervisor's approval. However, a supervisor's written approval of the appellant's application shall be considered conclusive proof of utilization of a language other than English to support an essential function of the employee's position.

Employees in positions that qualify as utilizing a language other than English on a recurring basis will receive back-pay as of July 1, 2021 or the beginning date of employment in the position, whichever is later.

2. **Events or Projects.** Employees who are not routinely required to utilize a language other than English, but who will occasionally utilize these skills on a project-specific or occasional basis, are eligible to receive a pay differential of \$1.00 per hour for each hour performing those tasks. The earn code for this is: L10 (enter in fifteen-minute increments. 30 minutes = .5). Supervisor approval is required for compensation under this option.

Employees in positions that qualify as utilizing a language other than English for occasional events and projects and can provide proof of participation in past events and projects will receive back-pay as of July 1, 2021 or the beginning date of employment in the position, whichever is later.

3. **Limitations.** Employees are not eligible to receive payments under both the Recurring Basis option and the Events or Projects option.

4. Grievance Rights. An employee whose application is denied or whose pay differential is terminated is entitled to grieve the action under Article 9 of this contract.

G. Amending Article 27, Section 1, Item J of the Master Agreement shall be supplemented and/or modified as follows:

J. Telecommuting Plans. Telework is a work arrangement that allows an employee to perform work on a scheduled regular, recurring basis at a telework location that is not the employee's permanent/ principal work location. Telework provides a broad array of benefits to state agencies and their employees. Telework can provide state agency employees flexible work environment arrangements that are consistent with business needs. 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. ~~When practicable, the Appointing Authority shall provide the employee fourteen (14)~~(60) days' notice prior to changing or canceling an employee's telecommuting arrangement. All denials, cancellations, changes or modifications of a telecommuting plan or principal work location under a teleworking plan are subject to the grievance procedure.

1. **Telecommuting Plan Concerns (Pilot).** ~~If an employee has concerns about their telecommuting determination(s), the employee may request a meeting to discuss their concerns with the Appointing Authority.~~ shall be granted a meeting to discuss their concerns with the Appointing Authority.
~~This Telecommuting Plan Concerns Pilot program becomes effective upon this Agreement's approval by the legislative coordinating commission under M.S. 3.855, subject to ratification by the legislature, and will sunset upon approval under M.S. 3.855 of the parties' 2023—2025 agreement. This section is not subject to the grievance procedure.~~
2. **Cancellation of Telework Arrangement.** The Appointing Authority may only cancel telework arrangements with just cause and in order to meet the business needs of the agency. Employees and the Association must be provided with at least a sixty (60) calendar day notice of the cancellation.
3. **Position Posting Requirement; Non-Telework Positions Identified.** Positions that do not qualify for full time telework must be indicated at the time of job posting. For all positions in existence as of January 1, 2020, and not qualifying as "essential work" during the pandemic, the Appointing Authority must provide a list to the association

of each job position that does not qualify for full time telework along with the reasons why these positions do not qualify for full time telework.

4. **Necessary Equipment.** Employees hired under or working under a telework agreement must be provided with all necessary equipment to complete job tasks outlined in the position description. This includes, but is not limited to: computer, monitors (dual, if requested) mouse, mouse pads, paper, pens, chair, shredder, printer, scanner, internet expense and ink. For employee safety, requests for ergonomic equipment shall be provided and paid for by the Appointing Authority or the employee shall be reimbursed for the equipment provided that the Appointing Authority has approved the purchase.

5. **Mileage Reimbursement.** As part of the telecommuting agreement between the employee and the Appointing Authority, for purposes of mileage reimbursement calculations only, the employee may choose to have their home considered as their principal work location.

6. **Principal Work Location Assignments.**
 - a. The Appointing Authority shall work cooperatively with the employee to determine a principal work location that is mutually satisfactory.
 - b. The Appointing Authority shall meet at an employee's request to review the employee's current principal work location and determine if that assignment is practicable for the employee's work-related travel.
 - c. If a request to change principal work location is denied, upon request of the employee, the Appointing Authority shall provide the employee with the reason(s) for the denial.
 - d. An employee's principal work location shall not be modified without employee consent unless the principal work location is no longer an agency work location, the employer demonstrates just cause, or the employer demonstrates the employee's principal work location must be modified in order to meet the business needs of the agency.

7. **Telework denials.**
 - a. A request for telecommuting full-time shall be approved, unless the Appointing Authority can clearly and convincingly demonstrate that the position cannot telecommute.
 - b. The Appointing Authority shall provide the employee with the business reason(s) if telework is denied.
 - c. Telework requests shall not be used as punishment, reward, or part of performance management by the appointing authority.

8. **Workgroup on Telework Issues.** The appointing authority shall establish a workgroup with the association to meet and discuss issues pertaining to telework.
9. **Greater Employee Rights or Protections.** To the extent greater employee rights or protections regarding telework are provided in the main MAPE contract, the provisions of the main MAPE contract control.

The Association reserves the right to modify, add to, or delete these proposals.