



MOU Negotiations

OFFICE CLOSURES TO:

Brainerd, Duluth, Marshall, and Moorhead

MOU Original Proposal Date: February 17, 2021

JANUARY 22, 2021

Management Announcement:

- Management released an announcement to the agency about shifting regional offices to a virtual workspace. Reason was cited as alleviating *budget pressures* faced by the department amidst the COVID pandemic (**Exhibit A**).
- Management states that they, “do not anticipate that these closure(s) will result in layoffs.”

JANUARY 22, 2021

- Senior management reached out to MAPE central to initiate the beginning stages of planning negotiations.

FEBRUARY 2, 2021

- Meet and Confer received questions from members about the office closures:
 - What will the permanent work location be?
 - Will management issue layoffs?
 - How will they handle travel expenses?

FEBRUARY 9, 2021

Senior management released that a workgroup was formed for the Regional Office transitions. A formal Joint Meet & Confer meeting was scheduled for Friday February 12, 2021.

FEBRUARY 12, 2021

Joint Meet & Confer – Revenue Regional Office Meeting.

We met with senior management and provided questions submitted to the Meet & Confer team by employees regarding the office closures (**Exhibit B**). There was no draft MOU language proposed at this time. MAPE requested:

- A draft MOU
- A list of impacted employees
- Answers to members and the Meet & Confers questions

FEBRUARY 17, 2021

- A list of impacted employees was provided by senior management.
- A draft MOU was provided by management ([Exhibit C](#)). The deadline was stated as March 1st.

We requested authorization to supply this draft MOU to impacted employees.

FEBRUARY 22, 2021

MAPE asked clarifying questions regarding which telework policy impacted employees will work under and advised HR the union MOU approval process (*for this instance, this process may differ*):

- MOU is proposed by management to the union
- The unions negotiations team (in this instance, members of the Meet & Confer team, a member from each of the effected regions, and MAPE business Agents) review the proposed MOU
- MAPE negotiations team presents MOU to effected employees and sets up a listening session
- Modifications are made to the MOU based on feedback from effected employees
- A counter proposal is presented to Senior Management

When a final draft is approved by both negotiations team and senior management

- The final MOU will be sent to MAPE Statewide Executive Officers to Vote
- If approved, MAPE central sends out an official ballot to effected members (non-members cannot vote)
- If approved, the Board of Representatives will Vote to approve

FEBRUARY 23, 2021

We received answers to how the telework policy will affect impacted employees and what it means.

FEBRUARY 24, 2021

MAPE Listening Session for Office Closures

We provided:

- An initial MOU draft ([Exhibit C](#))
- Office Closure Q & A ([Exhibit B](#))

FEBRUARY 25, 2021

MAPE submitted a list of questions to management compiled from the listening session. We sent these responses out to employees affected by the office closures on February 26, 2021 ([Exhibit D](#)).

FEBRUARY 26, 2021

MAPE Business Agents, Kelly and Nic, met with HR to relay member concerns having to transition to the St. Paul office. Members requested to get “home office” or “remote worker” status. Members also requested for management to have a listening session with impacted employees. Deadline was extended to March 5.

MARCH 1, 2021

MAPE submitted a preliminary counter MOU draft proposal that removed language in number 4, number 5, and added mention to the collective bargaining agreement in number 10 ([Exhibit E](#)).

MARCH 4, 2021

Regional Office Virtual Workspace Meeting hosted by senior management.

Employees brought up various concerns including:

- Considered being a teleworker and the permanent location located in St. Paul. Employees would prefer being remote workers permanently located from home offices.
- Job security: if new management comes in and rescinds telework agreements, would employees be forced to move to St. Paul.
- An employee that had experienced a telework agreement termination spoke.
- Getting answers from management regarding their questions.
- Reimbursements when individuals located in Moorhead are required to go into the St. Paul office.
- Questions about how the move will affect the unit.

MARCH 5, 2021

MAPE meets with HR to negotiate MOU. HR advises that they will not make any changes to the original MOU at this time. We discuss the reason for our edits and the counter proposal submitted to them on March 1 ([Exhibit E](#)). Deadline is extended to March 10.

We involved MAPE Executive Director, Lina Jamoul, and the Executive Board.

MARCH 8, 2021

Management’s Counterproposal:

To either:

- Agree to the original MOU ([Exhibit C](#)) or MOU – MAPE – Regional Office Closures – Final Draft 3.8.2021 ([Exhibit F](#)).

Management stated that, “they are not pursuing other possible office location assignments nor will they deem the impacted employees ‘remote workers.’”

REVENUE: MEET & CONFER

Management stated that they would review and update the travel policy and telework policy including an expense process for those effected by the MOU office closures.

MARCH 9, 2021

MAPE Business Agents meet with HR to discuss language in management's counter proposal. Management presents MAPE with another a counterproposal draft keeping the Agency's telecommuting policy. Deadline is extended to March 12.

MARCH 10, 2021

MAPE Business Agents, Nic and Kelly, receive notice from upper management that we must make the employees vote on the final draft sent March 9th even though we had not come to a mutual agreement.

MAPE Executive Director reaches out to MMB. Waited for response before updating impacted employees. Deadline extended, but no word from MMB. Sent email to impacted employee's in the late afternoon.

MARCH 12, 2021

We were told that the MOU presented by senior management was pulled by MMB, no other details. MAPE Executive Director attempted to find out why. No word from MMB.

MARCH 16, 2021

Revenue HR Director sent the final MOU to MAPE stating they will not make any additional adjustments and it needs to be signed by Thursday. Management states negotiations are closed.

MAPE Executive Board approves MOU to stop layoffs.

MARCH 17, 2021

MAPE Q&A with employees presenting the final draft and opened voting to members.

MARCH 18, 2021

Voting closes, final draft is approved and signed (**Exhibit G**).

- Revenue MOU - MAPE – Regional Offices 3.22.2021

EXHIBITS

The following are related materials from management to MAPE staff and Meet and Confer negotiators and associated correspondence from MAPE to effected employees.

Click on the arrow to view the content

EXHIBIT A

Management Announcement:

Shifting Some Regional Offices to Virtual Workspaces

Over the last year as part of our pandemic response, Revenue has realized how we are able to do much of our work virtually and the efficiencies we can gain from a virtual workspace model. Given the ongoing operating and budget pressures facing the state and the department, Revenue has decided to transition some of our regional office locations to a virtual, home-based workspace model. Revenue's virtual workspaces will allow us to continue having adequate coverage in key locations throughout greater Minnesota so that we can continue to build partnerships and engage our customers through trainings, field audits, and meetings, while reducing costs for renting physical office locations.

Which offices will be moving to a virtual workspace?

We plan to start this change with our teams that are currently located in our Brainerd, Duluth, Marshall, and Moorhead offices. We will help them transition to a permanent, virtual workspace by this summer. We do not have specific dates for implementing these changes or additional information to share at this time.

Will staff at other locations be able to work virtually in the future?

We plan to learn from the changes we make in these locations and will continue discussions about how we might be able to support additional virtual work options for employees in our other locations.

We will keep you informed when we have additional information. Please discuss your questions and concerns with your supervisor so we can include those in our discussions about virtual work at Revenue.

EXHIBIT B

OFFICE CLOSURE QUESTIONS & ANSWERS

With Senior Management

REVENUE: MEET & CONFER

On February 9, 2021 management met with the Meet and Confer chair and vice chair of the Department of Revenue to discuss office closures in Brainerd, Duluth, Marshall, and Moorhead. The follow questions were asked, and managements answer are provided below in Blue.

Question one:

Will office closure follow the original LR/HR policy 4122 **pre COVID**, particularly in regard to taxpayer interaction, phone or equipment issues, site visits, expense/reimbursement issues, permanent work location, and state and federal disclosure issues/safeguards?

i Yes

Question two:

What happens to these locations/employees if a telecommuting agreement is terminated by the department (as per the policy these may be terminated at any time for any reason)?

i *If there is an issue with full time telework, there would be a written notice period and possible return to employer policy (layoff).*

Question Three:

Are employees who are required to work from home due to office closure required to pass a site visit?

i Yes, *Virtually*

Question Four:

Is the Agency going to provide reimbursement for direct expenses for full-time initial set up per the HR/LR policy and if so how? Per policy, “all expenses incurred when moving from one telecommuting location to another telecommuting location are the responsibility of the employee *unless the move is required by the employer.*”

i *Employees are already set up per COVID, so any additional set up would take a formal request through your supervisor.*

Question Five:

How will their “home offices” be defined for things like layoff and bumping rights concerning the 35 mile rule in the contract?

i *Positions will be located in the St. Paul office. Per MOU there will be a waiver for Article 16 of the contract in regard to the distance restriction limited to current employees that are in the four offices closures. They would not be required to leave their residence. If the employee initiates a move within the general area, it is ok, but Minnesota Department of Revenue would not provide reimbursement for the move.*

Question Six:

Will remote employee be offered a P.O. Box? Or are there any other considerations regarding having TP information sent to an employee’s home?

i *The Agency is going paperless, and mail will be routed electronically. In addition, If there was a need for in person training they would supply alternative training locations.*

Question Seven:

Will employees be given a printer/scanner if they need to mail out hardcopy documents?

i *Employees that need additional hardware/software will need to complete a formal facilities request using the current internal process.*

Question Eight:

Will employees be able to expense internal upgrades?

i *Under the current policy, employees are required to provide their own internet access.*

Other Discussion:

i *Employees need to make sure there is a continuity plan in place with their supervisor and possible alternatives for meeting spaces/internet access issues etc... If your internet goes out at the employee's home location only, it is the responsibility of the employee to make sure downtime is accounted for.*

i *Management is hoping to back fill employee positions from the office in the out state regions.*

EXHIBIT C

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES (MAPE) AND
MINNESOTA DEPARTMENT OF REVENUE**

This Memorandum of Understanding (“MOU”) is made and entered into this 1st day of March, 2021, by and between the State of Minnesota and the Minnesota Department of Revenue (“MDOR”) (collectively “Employer”) and the Minnesota Association of Professional Employees (“MAPE”).

WHEREAS, MDOR is closing four (4) regional offices located in the cities of Brainerd, Duluth, Marshall, and Moorhead, Minnesota;

WHEREAS, MDOR employs a number of employees in the MAPE bargaining unit whose permanent work locations are currently assigned to one of the regional offices that MDOR is closing;

WHEREAS, upon closure of each of the regional offices, the employees assigned to that regional office will be permanently reassigned to MDOR’s office in St. Paul, MN (Stassen Building);

WHEREAS, the distance between each of the four (4) regional offices and St. Paul, Minnesota is greater than thirty-five (35) miles;

WHEREAS, the 2019-2021 Labor Agreement between the Employer and MAPE provides in Article 16 (Vacancies, Filling of Positions) that a vacancy is created by reassignment outside thirty-five (35) miles and

REVENUE: MEET & CONFER

whenever a vacancy occurs, the Appointing Authority shall post the vacancy for a minimum of seven (7) calendar days;

WHEREAS, the 2019-2021 Labor Agreement between the Employer and MAPE provides in Article 19 (Relocation Allowances) that employees are eligible for relocation allowances when the employee is reassigned to a new work location which is thirty-five (35) miles or more from the employee's current work station; and

WHEREAS, the Employer and MAPE would prefer to avoid permanent layoffs of the employees whose current permanent work location is one of the four (4) regional offices that MDOR is closing.

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree:

1. This MOU is limited to those employees whose current permanent work location is the Brainerd, Duluth, Marshall or Moorhead Revenue office.
2. The employees whose permanent work location is affected by the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will not be required to change residence as a condition of employment.
3. The permanent work location for the employees affected by the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will be changed and listed in SEMA4 (personnel system of record) as St. Paul, MN – Stassen Building.
4. The employees whose permanent work location is changed due to the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will be approved to telework on a full-time basis so long as the employee fulfills the requirements outlined in the Employer's telework policy, as that policy may be amended by the Employer and/or Minnesota Management and Budget (MMB) from time to time.
5. If at any time an employee is not approved to telework on a full-time basis, the Employer will provide reasonable written notice to the employee.
6. To make a modification of the Labor Agreement to permanently reassign the affected employees from their current permanent work location in the Brainerd, Duluth, Marshall, or Moorhead Revenue offices to St. Paul, MN (Stassen Building) without requiring the Employer to follow Article 16 (Vacancies, Filling of Positions) .
7. To make a modification of the Labor Agreement to not require MDOR to pay any expenses under Article 19 (Relocation Allowances) to employees whose permanent work location is changed due to closure of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices.

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8. If an employee initiates a change to their residence, such change shall be considered voluntary and the Employer will not reimburse the employee for any expenses associated with the employee's voluntary change in residence.
9. The terms of this MOU shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceeding, except in a proceeding arising from claims brought under this MOU. The parties shall not ever assert or claim that this MOU is a precedent in any current or future personnel action or administrative procedure or litigation of any kind.
10. The terms of this MOU shall not be construed to place any limits on management rights, so long as such rights are not in conflict with a stated term of this MOU.
11. The parties agree that this MOU constitutes the entire agreement between the parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.
12. The parties acknowledge that they have read and fully understand the terms of this MOU, and that they are voluntarily entering into this MOU.

FOR MAPE:

NAME
Business Agent
MAPE

NAME
Executive Director
MAPE

FOR THE EMPLOYER:

Amanda L. Johnson
Labor Relations Consultant
Minnesota Management & Budget

Elizabeth Blomberg
Labor Relations Manager
Department of Revenue

EXHIBIT D

Here are the response to the questions:

1. At times there have been requirements to either work in a physical office or attend in-person meetings once a quarter or so. Will this continue and will employees be asked to drive into the physical St. Paul office?

Revenue intends to operate in a hybrid environment in the future and it is our expectation that meetings will offer in-person and virtual options. If, for some reason, an in-person meeting is required the date/time/location will be discussed well in advance for the employee and options to accommodate any necessary travel will be pre-approved by the supervisor.

- a. If so, will employees be eligible for expense reimbursements (mileage, hotels, etc...)?

Employees will be reimbursed according to our travel policy and applicable bargaining agreement.

2. Does DOR distinguish between “remote workers” and “teleworkers?” If so, what is the difference and would there be an opportunity for some of these employees to be considered remote instead of teleworkers?

According to the Statewide Telework Policy, a remote worker is defined as “An employee who, as a condition of their appointment, has their home or alternative location as their assigned work location, works permanently from that location, and does not have an agency permanent/principal work location” and telework is defined as “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”.

We have been advised by MMB that, whenever possible, employees should have an agency permanent/principal work location and this is something Revenue supports as well.

3. Are there any requirements that employees need to maintain their current residence or that would prevent an employee from moving to a different City/town?

Employees do not need to maintain their current residence and can move to another city/town within Minnesota or border communities if they can still provide services in their current community/geographical region once in-person services and field audits resume. Revenue will not reimburse for any voluntary moving related expenses. Any new moves that would result in an employee living outside the state of Minnesota require prior approval by Revenue and Revenue must notify MMB.

4. Will employees who do not have WIFI continue to be offered a hotspot?

Revenue will continue to provide hotspots to employees that have already been identified as not having internet access and not required to have it for phone agent responsibilities for the duration of the state’s pandemic response. Any employees currently assigned to a Revenue hotspot must comply with the state’s [Appropriate Use of Electronic Communication and Technology policy, HR/LR Policy #1423](#)

5. This one is a concern. Employees report not getting direct answers from their managers concerning the ability to get portable equipment during a field audit. There is a request to communicate clearly to employees any implications regarding what equipment is available to them when in person audits resume. Equipment that is frequently discussed are hotspots, portable monitors, printers, scanners. Etc...

REVENUE: MEET & CONFER

The agency has learned a lot during the pandemic and has been successful operating through electronic and virtual means. The agency is committed to moving towards virtual customer interactions and maximizing electronic exchange of information using tools like secure email for information requests, audit room, and secure email for audit reports. As we move toward this virtual environment we know we will learn more about the technology or equipment necessary to support this work and we will periodically review what is necessary to ensure staff at all locations, including full or part time teleworkers, have access to the necessary technology and equipment to do their work. We encourage staff to talk to their supervisor about their specific needs while understanding that the agency will continue to maximize virtual interactions with customers even after the pandemic ends and our use of paper documents should be significantly reduced compared to how we used to do our work.

6. Is there any flexibility in allowing employees the ability to use their personal equipment (e.g. printer) for work use? If there are safety concerns, what provisions can an employee make to ensure that they are able to complete all work required related tasks.

At this time, only state provided equipment is authorized for use by Revenue employees. Personal (employee provided equipment) may be considered intermittently as approved by a supervisor and only to support business continuity needs (i.e. computer not functioning and delay in shipping a new computer).

Printers should not be used outside of Revenue office locations. Materials should be e-mailed or shared virtually with customers and any necessary printing and mailing should be done through the new mail process that will be established centrally at Stassen.

7. Will these employees be considered office or teleworkers in regards to seniority and picking flex schedules? This is an issue in Collections. I'm not sure if it is elsewhere.

The impacted Collections employees who will be transitioning to virtual workspace will be considered "in office" staff and will be given the same considerations as "in office" staff for work schedule change process. The Collection Division work schedule change process is part of the Division's Performance Plan Strategy 2. We will communicate the future process at the conclusion of that project.

8. I'd like to add a question: is there a difference between full time teleworkers and home office employees as it relates to seniority units in the contract?

According to the MAPE contract, the Department of Revenue is one statewide seniority unit.

EXHIBIT E

MEMORANDUM OF UNDERSTANDING BETWEEN

MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES (MAPE)

AND

MINNESOTA DEPARTMENT OF REVENUE

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REVENUE: MEET & CONFER

WHEREAS, MDOR is closing four (4) regional offices located in the cities of Brainerd, Duluth, Marshall, and Moorhead, Minnesota;

WHEREAS, MDOR employs a number of employees in the MAPE bargaining unit whose permanent work locations are currently assigned to one of the regional offices that MDOR is closing;

WHEREAS, upon closure of each of the regional offices, the employees assigned to that regional office will be permanently reassigned to MDOR's office in St. Paul, MN (Stassen Building);

WHEREAS, the distance between each of the four (4) regional offices and St. Paul, Minnesota is greater than thirty-five (35) miles;

WHEREAS, the 2019-2021 Labor Agreement between the Employer and MAPE provides in Article 16 (Vacancies, Filling of Positions) that a vacancy is created by reassignment outside thirty-five (35) miles and whenever a vacancy occurs, the Appointing Authority shall post the vacancy for a minimum of seven (7) calendar days;

WHEREAS, the 2019-2021 Labor Agreement between the Employer and MAPE provides in Article 19 (Relocation Allowances) that employees are eligible for relocation allowances when the employee is reassigned to a new work location which is thirty-five (35) miles or more from the employee's current work station; and

WHEREAS, the Employer and MAPE would prefer to avoid permanent layoffs of the employees whose current permanent work location is one of the four (4) regional offices that MDOR is closing.

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree:

1. This MOU is limited to those employees whose current permanent work location is the Brainerd, Duluth, Marshall or Moorhead Revenue office.
2. The employees whose permanent work location is affected by the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will not be required to change residence as a condition of employment.
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4. The employees whose permanent work location is changed due to the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will be approved to telework on a full-time basis so long as the employee fulfills the requirements outlined in the Employer's telework policy, as that policy may be amended by the Employer and/or Minnesota Management and Budget (MMB) from time to time.
5. ~~If at any time an employee is not approved to telework on a full-time basis, the Employer~~

REVENUE: MEET & CONFER

~~will provide reasonable written notice to the employee.~~

6. To make a modification of the Labor Agreement to permanently reassign the affected employees from their current permanent work location in the Brainerd, Duluth, Marshall, or Moorhead Revenue offices to St. Paul, MN (Stassen Building) without requiring the Employer to follow Article 16 (Vacancies, Filling of Positions) .
7. To make a modification of the Labor Agreement to not require MDOR to pay any expenses under Article 19 (Relocation Allowances) to employees whose permanent work location is changed due to closure of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices.
8. If an employee initiates a change to their residence, such change shall be considered voluntary and the Employer will not reimburse the employee for any expenses associated with the employee's voluntary change in residence.
9. The terms of this MOU shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceeding, except in a proceeding arising from claims brought under this MOU. The parties shall not ever assert or claim that this MOU is a precedent in any current or future personnel action or administrative procedure or litigation of any kind.
10. The terms of this MOU shall not be construed to place any limits on management rights, so long as such rights are not in conflict with a stated term of this MOU and/or the collective bargaining agreement.
11. The parties agree that this MOU constitutes the entire agreement between the parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.
12. The parties acknowledge that they have read and fully understand the terms of this MOU, and that they are voluntarily entering into this MOU.

FOR MAPE:

FOR THE EMPLOYER:

NAME
Business Agent
MAPE

Amanda L. Johnson
Labor Relations Consultant
Minnesota Management & Budget

NAME
Executive Director
MAPE

Elizabeth Blomberg
Labor Relations Manager
Department of Revenue

EXHIBIT F

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WHEREAS, upon closure of each of the regional offices, the employees assigned to that regional office will be permanently reassigned to MDOR’s office in St. Paul, MN (Stassen Building);

WHEREAS, the distance between each of the four (4) regional offices and St. Paul, Minnesota is greater than thirty-five (35) miles;

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REVENUE: MEET & CONFER

WHEREAS, the Employer and MAPE would prefer to avoid permanent layoffs of the employees whose current permanent work location is one of the four (4) regional offices that MDOR is closing.

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree:

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2. The permanent work location for the employees affected by the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will be changed and listed in SEMA4 (personnel system of record) as St. Paul, MN – Stassen Building.
3. The employees whose permanent work location is changed due to the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will be approved to telework on a temporary full-time basis. The parties understand employees covered by this MOU are entering into a Telework Arrangement and not a Remote Work Arrangement. The Employer has not waived its management rights under Article 5 – Employer Rights.
4. To make a modification of the Labor Agreement to permanently reassign the affected employees from their current permanent work location in the Brainerd, Duluth, Marshall, or Moorhead Revenue offices to St. Paul, MN (Stassen Building) without requiring the Employer to follow Article 16 (Vacancies, Filling of Positions).
5. To make a modification of the Labor Agreement to not require MDOR to pay any expenses under Article 19 (Relocation Allowances) to employees whose permanent work location is changed due to closure of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices.
6. If an employee initiates a change to their residence, such change shall be considered voluntary and the Employer will not reimburse the employee for any expenses associated with the employee's voluntary change in residence.
7. The terms of this MOU shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceeding, except in a proceeding arising from claims brought under this MOU. The parties shall not ever assert or claim that this MOU is a precedent in any current or future personnel action or administrative procedure or litigation of any kind.
8. The terms of this MOU shall not be construed to place any limits on management rights, so long as such rights are not in conflict with a stated term of this MOU and/or the collective bargaining agreement.

REVENUE: MEET & CONFER

9. The parties agree that this MOU constitutes the entire agreement between the parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.

10. The parties acknowledge that they have read and fully understand the terms of this MOU, and that they are voluntarily entering into this MOU

EXHIBIT G

See next page.

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES (MAPE)
AND
MINNESOTA DEPARTMENT OF REVENUE**

22

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WHEREAS, MDOR employs a number of employees in the MAPE bargaining unit whose permanent work locations are currently assigned to one of the regional offices that MDOR is closing;

WHEREAS, upon closure of each of the regional offices, the employees assigned to that regional office will be permanently reassigned to MDOR’s office in St. Paul, MN (Stassen Building);

WHEREAS, the distance between each of the four (4) regional offices and St. Paul, Minnesota is greater than thirty-five (35) miles;

WHEREAS, the 2019-2021 Labor Agreement between the Employer and MAPE provides in Article 16 (Vacancies, Filling of Positions) that a vacancy is created by reassignment outside thirty-five (35) miles and whenever a vacancy occurs, the Appointing Authority shall post the vacancy for a minimum of seven (7) calendar days;

WHEREAS, the 2019-2021 Labor Agreement between the Employer and MAPE provides in Article 19 (Relocation Allowances) that employees are eligible for relocation allowances when the employee is reassigned to a new work location which is thirty-five (35) miles or more from the employee’s current work station; and

WHEREAS, the Employer and MAPE would prefer to avoid permanent layoffs of the employees whose current permanent work location is one of the four (4) regional offices that MDOR is closing.

WHEREAS, but for this MOU, the employees impacted by these office closures would be laid off.

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree as follows:

1. This MOU is limited to those employees whose current permanent work location is the Brainerd, Duluth, Marshall or Moorhead Revenue office.

2. The permanent work location for the employees affected by the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will be changed and listed in SEMA4 (personnel system of record) as St. Paul, MN – Stassen Building.
3. The employees whose permanent work location is changed due to the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices will be approved to telework on a full-time basis; the parties understand employees covered by this MOU will be entering into a telework arrangement, which may be ended in the sole discretion of the Employer (“Telework Arrangement”).
4. If the Employer ends the Telework Arrangement of an employee affected by the closures of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices, the employee must report in-person to their permanent work location of St. Paul, MN-Stassen Building; however, the employee shall have the option to either report to work in-person to St. Paul, MN-Stassen Building, or to be laid off. If the employee chooses to be laid off, the layoff and recall provisions of the Labor Agreement shall apply.
5. This MOU modifies the Labor Agreement to permanently reassign the affected employees from their current permanent work location in the Brainerd, Duluth, Marshall, or Moorhead Revenue offices to St. Paul, MN-Stassen Building without requiring the Employer to follow Article 16 (Vacancies, Filling of Positions).
6. This MOU modifies the Labor Agreement to not require MDOR to pay any expenses under Article 19 (Relocation Allowances) to employees whose permanent work location is changed to St. Paul, MN-Stassen Building due to closure of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices.
7. If an employee whose permanent work location is changed to St. Paul, MN-Stassen Building due to closure of the Brainerd, Duluth, Marshall, or Moorhead Revenue offices initiates a change to their residence, such change shall be considered voluntary and the Employer will not reimburse the employee for any expenses associated with the employee’s voluntary change in residence.
8. The terms of this MOU shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceeding, except in a proceeding arising from claims brought under this MOU. The parties shall not ever assert or claim that this MOU is a precedent in any current or future personnel action or administrative procedure or litigation of any kind.
9. The terms of this MOU shall not be construed to place any limits on management rights, so long as such rights are not in conflict with a stated term of this MOU and/or the collective bargaining agreement.
10. The parties agree that this MOU constitutes the entire agreement between the parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.
11. The parties acknowledge that they have read and fully understand the terms of this MOU, and that they are voluntarily entering into this MOU.

REEVENUE MEET & CONFER

FOR MAPE:

Dated this 19 day of March, 2021



Kelly Ahern
Business Agent
MAPE

Dated this _____ day of _____, 2021



Lina Jamoul
Executive Director
MAPE

FOR THE EMPLOYER:

Dated this 22nd day of March, 2021



Elizabeth Blomberg
Labor Relations Manager
Department of Revenue

Dated this _____ day of _____, 2021



Amanda Johnson
Labor Relations
Minnesota Management and Budget

REVENUE MEET & CONFER