

If your supervisor needs someone to work overtime for other than the next shift, they will:

1. Decide which class(es) will perform the work.
2. Offer the overtime work to employees in the selected class(es) in the work area who are capable of performing the work and have put in writing their interest in the shift (most senior to least) until the work is accepted. If no one accepts the overtime,
3. Have the right to assign mandatory overtime work to the capable employee in the work area with the least seniority who is scheduled for the shift immediately before the overtime. This includes any shift which ends no more than thirty (30) minutes before the start of the overtime. This assignment will rotate within each pay period starting with the capable employees with the least seniority.

When overtime is no longer needed or staffing levels allow for onsite employee(s) to be released from their overtime assignment, staff will be offered:

1. Employees inversed in seniority order (most senior to least)
2. Employees voluntarily working overtime in seniority order (most senior to least)

Vacation:

Vacation Requests:

Article 8, Section 3 of the Master Agreement is changed as follows:

All vacation requests will be reviewed 3 business days prior to the posting of the schedule. You may submit requests for vacation up to ~~twelve months~~ six (6) months in advance. AFSCME employees shall not compete for vacation spots with any other bargaining units.

Vacation shall not be granted for days that are more than 14 days beyond the ~~twelve~~ six (6) month period.

Wages:

Article 18, Section 16 is modified as follows:

Voluntary Shift Bonus

At the Appointing Authority's discretion, a Human Services Technician (HST), Licensed Practical Nurse (LPN), Human Services Support Specialist (HSSS) Security Counselor (SC), Security Counselor Lead (SCL), Food Service Worker (FSW), Work Therapy Assistant (WTA), Special Education Program Assistant (SEPA), or Residential Program Lead (RPL) who is asked by the Appointing Authority or designee and agrees to work an additional weekend shift or agrees to work on their day off may receive a bonus of fifty dollars (\$50.00) in addition to their regular compensation for hours worked.

DEPARTMENT OF TRANSPORTATION

Article 1

Meet and Confer

Section 3. Department-wide Transportation Specialist Series (TSS) Review Committee.

The Committee will be responsible for reviewing ~~all~~ third step grievances (excluding Article 16 - Discipline grievances and Article 12 Section 10F Non-certification) involving employees in the Transportation Specialist Series and Heavy Equipment Mechanics/Heavy Equipment Field Mechanics job classifications that are not resolved by the second step of the grievance process. The Committee will attempt to reach consensus on a resolution to the grievances and respond back to the location generating the grievance within ten (10) days or as agreed upon by the Committee. When consensus by the Committee is reached, the grievance will be considered resolved. The Committee will provide information on the resolution of grievances to all MnDOT locations to provide guidance and consistency in handling similar issues. Grievances not resolved at the Committee level will be considered denied at the third step of the grievance process and will be subject to the terms of Article 17 of the Master Agreement.

Article 4

Hours of Work

5. Two-Hour Shift Adjustment. Upon mutual agreement between the Appointing Authority and the local union the language in this section shall be implemented for the snow and ice season:

When snow and ice events occur or are expected to occur near the beginning of a defined split shift, at the discretion of MnDOT management, employees on the upcoming snow and ice shift may be called-in up to 2 hours prior to the start of their normal shift and, during the time worked prior to the start of their normal shift, will be paid at the rate of 1.5 times their regular hourly rate.

When at the end of a snow and ice shift, the employees already working that shift ("current crew"), or a portion thereof, are anticipated to be able to complete snow and ice operations within 2 hours, at the discretion of MnDOT management, the current crew, or a portion thereof, may be held over for snow and ice duties and, during the time held over, will be paid at the rate of 1.5 times their regular hourly rate.

5.6. Road Patrol

6.7. Fire Season Schedules.

8. Turnaround Time

9. Reduction or Increase of Hours. Full-time employees desiring to work less than full-time and part-time employees desiring to work full-time, may request to do so on a temporary basis not to exceed six (6) months, pursuant to mutual agreement between the Appointing Authority and the Union.

7-10. Temporary Status Change. Full-time or part-time employees desiring to work intermittently may request to do so on a temporary basis not to exceed six (6) months pursuant to mutual agreement between the Appointing Authority and the Union.

Article 7

Tools and Equipment Loss

~~The Appointing Authority shall provide a four hundred dollar (\$400) annual tool reimbursement for the replacement or upgrade of position relevant tools or equipment for Heavy Equipment Mechanic or Heavy Equipment Field Mechanic classifications. The Heavy Equipment Mechanic or Heavy Equipment Field Mechanic must have an up to date tool inventory to be eligible for the annual reimbursement. All tools purchased must be catalogued into the existing tool inventory, and a receipt must be provided to the Appointing Authority for reimbursement.~~

The Appointing Authority shall provide a ~~four six-hundred dollar (\$400 600)~~ annual tool reimbursement for the replacement or upgrade of position relevant tools or equipment for Heavy Equipment Mechanic, Heavy Equipment Field Mechanic, and Welder classifications

The Appointing Authority shall provide a ~~four six-hundred dollar (\$400 600)~~ annual tool reimbursement for the purchase, replacement, or upgrade of position relevant tools or equipment for the Heavy Equipment Service Attendant classification.

Article 11

Probationary Period

The provisions of Article 12, Section 10C of the Master Agreement shall be supplemented and/or modified as follows:

Employees who have been appointed to a vacancy or moved to a new position and are serving a probationary period, may request to return to their former position or a vacant position in the same classification as their former position during the initial probationary period upon mutual agreement between the Appointing Authority and the Local Union.

Article 19

Achievement Awards

At the Appointing Authority's discretion, an employee who has demonstrated outstanding performance may receive one (1) achievement award per fiscal year in a lump sum amount not to exceed one thousand dollars (\$1000.00) or a one (1) step in range adjustment. The receipt of an achievement award as a step increase shall not affect the timing of future progression increases. In no instance during a fiscal year shall achievement awards be granted to more than thirty-five percent (35%) of the number of employees authorized at the beginning of the fiscal year.

The Appointing Authority may modify the distribution of achievement awards provided that the modifications do not increase the aggregate amount of money spent on achievement awards in a fiscal year. Achievement awards granted under this paragraph shall be in the form of lump sum payments only. Modifications may include but are not limited to the following:

- Dollar amount of awards
- Percentage of employees eligible for awards
- "Team awards"

Employees may receive both an individual and a team achievement award in one (1) fiscal year.

Appointing Authorities may establish Achievement Award Committees consisting of both Employer and employee representatives to recommend procedures and criteria consistent with the agency's mission and objectives for the distribution of achievement awards.

Article 20 - Incentives Pilot

The Department of Transportation may create and use incentive program(s). In order to offer incentives, the Department of Transportation must first develop a procedure that governs the eligibility and parameters of the program and must obtain approval from Minnesota Management and Budget. This "Incentives" provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2025 - 2027 contract.

Upon request the Appointing Authority will provide to the Union a list of recipients.

Article 21

Winter Maintenance Schedule Change Pay

Winter Maintenance Schedule Change Pay is available when:

- The Appointing Authority activates winter maintenance schedules for a snow and ice event, for the full duration of the snow and ice event, and
- An employee has their regular work schedule adjusted or changed to perform winter maintenance snow and ice operation duties, and
- Such schedule adjustment or change results in the employee working outside of their regular scheduled shift,

Then the employee shall received one dollar (\$1) per hour of schedule change pay for all hours worked on that shift. This 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.

Employees working the regular schedule who are required to work overtime, work on their regularly scheduled day off, or who are called back to work for special projects shall not be eligible for the winter maintenance schedule change pay.

This language does not affect other differentials the employee is eligible to receive.

Article 22

Night Maintenance Premium Pay

Maintenance employees working night shifts of durations lasting three (3) months or more, covered by this agreement, shall receive Night Premium Pay of \$2.00/hour for all shifts which start between 7:00 pm and 11:00 pm. This will apply to all hours worked between the hours of 7:00 pm and 5:30 am. Such premium pay shall be in addition to the employee's hourly rate of pay, and any shift differential the employee would otherwise be entitled to. The premium pay shall be included in all payroll calculations for shifts actually worked, but shall not apply during periods of paid leave, or in calculations of back-pay.

Pilot Metro Night Differential

July 21, 2021

Erie Halvorson

Business Representative

AFSCME Council 5

300 Hardman Ave. S

South St. Paul, MN 55075

Subject: Metro Maintenance Premium Pay Pilot

Dear Erie:

As part of the MnDOT Supplemental negotiations with AFSCME for the 2021-2023 Agreement, the parties agree to a pilot program related to Metro Maintenance Night Premium Pay. This pilot program will be in effect for the duration of the current contract. The details are outlined below: For the Metro District only, maintenance employees working night shifts of durations lasting three (3) months or more, covered by this agreement, shall receive Night Premium Pay of \$2.00/hour for all shifts which start between 7:00pm and 11:00pm. This will apply to all hours worked between the hours of 7:00pm and 5:30am. Such premium pay shall be in addition to the employee's hourly rate of pay, and any shift differential the employee would otherwise be entitled to. The premium pay shall be included in all payroll calculations for shifts actually worked, but shall not apply during periods of paid leave, or in calculations of back-pay.

Sincerely,

Rachael Youker /s

Metro District Maintenance. Seasonal work crew assignments (summer and/or winter) are assignments to maintenance operations which are district wide, region wide, or truck station wide in scope and where it is necessary, to retain the same employee on the assignment for the duration of the operation. Solicitations of Interest for seasonal work crew assignments within the District region and/or within each truck station shall be posted for a minimum of seven (7) calendar days. Assignments shall be determined by Transportation Specialist Series (TSS) classification seniority. In the event that no employee expresses interest, the Appointing Authority shall fill the seasonal assignment(s) on the basis of employee qualifications and inverse order of TSS classification seniority. Employees selected for such assignments shall be given seven (7) calendar days notice prior to such assignments.

Seasonal work crew assignments are assignments to those maintenance operations which are District wide, region wide or truck station wide in scope and where it is necessary, to retain the same employee on the assignment for the duration of the operation.

The posted notice announcing the formation of a seasonal work crew will indicate the approximate duration of the assignment by citing: a) the approximate starting and ending dates;

or, b) where appropriate, by stating that the duration is until the assignment is completed. Where such seasonal work crew assignment involves a change in work hours or a change in the work week, an additional notice returning the employees to their previous schedule will not be required as long as the original posted notice indicated the approximate duration of the assignment. When the need arises to change the number or composition of crews, the District Management and the Local Union will meet and confer prior to implementing the change.

~~District Maintenance. Seasonal work crew assignments (summer and/or winter) are assignments to maintenance operations which are area wide in scope and where it is necessary to retain the same employee in the assignment for the duration of the operation. Solicitations of Interest for seasonal work crew assignments shall be filled after posting for a minimum of seven (7) calendar days.~~

~~Seasonal work crew assignments shall be made on the basis of Transportation Specialist Series (TSS) classification seniority from those employees that express interest from the maintenance area, sub-area, or truck station from which such a crew is being formed. If an insufficient number of employees express interest in the seasonal work crew assignments, the Appointing Authority shall fill seasonal work assignments on the basis of employee qualifications and in inverse order of TSS classification seniority among employees from the maintenance area, sub-area, or truck station from which such a crew is being formed. During the period while the selection process is taking place, the Appointing Authority may temporarily assign employee(s) to seasonal work crew assignments to fulfill operating requirements.~~

~~Should it become necessary to supplement the basic crew, the Appointing Authority may supplement such basic crew by assignment from the area where the work is being performed.~~

~~Seasonal work crew assignments are assignments to those maintenance operations which are area wide in scope and where it is necessary, to retain the same employee on the assignment for the duration of the operation.~~

~~The posted notice announcing the formation of a seasonal work crew will indicate the approximate duration of the assignment by citing: a) the approximate starting and ending dates; or, b) where appropriate, by stating that the duration is until the assignment is completed. Where such seasonal work crew assignment involves a change in work hours or a change in the work week, an additional notice returning the employees to their previous schedule will not be required as long as the original posted notice indicated the approximate duration of the assignment.~~

05/04/2023

Eric Halvorson

Business Representative

AFSCME Council 5

300 Hardman Ave. S

South St. Paul, MN 55075

Subject: Discretionary Student Loan Reimbursement Pilot

Dear Eric,

As part of our negotiations with AFSCME for the 2023-2025 Supplemental Agreement, the parties discussed and agreed to a pilot program allowing agencies to opt-into a student loan reimbursement pilot subject to the below conditions:

- A. Employee Request and Appointing Authority Discretionary Approval. An employee may request, and the Appointing Authority may approve reimbursement for an employee's student loan payments, which were paid to outstanding student loan balances and were paid by the employee prior to requesting the reimbursement.
- B. Exclusion. Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.
- C. Payment Reimbursement Amounts. Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty-five thousand dollars (\$25,000) in total payments issued to any employee.
- D. Payment Reimbursement Schedule. Student loan reimbursement payments may be reimbursed in accordance with a disbursement schedule determined by the Appointing Authority.
- E. Employee Length of Service Requirements. Employees must have been employed by the State of Minnesota at Least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty-four (1,044) hours per year.
- F. Employee Retention Requirement. Employees who voluntarily separate from the Agency sooner than eighteen (18) months after receiving such reimbursement payment from the Agency shall be required to repay the student loan reimbursement payment(s) received the previous year on a prorated, monthly basis. Retention and repayment requirements do not apply in the case of death or layoff.
- G. Documentation of Student Loan Payments Made Required. The employee must provide documentation of actual student loan payments made within the twelve (12) months immediately prior to requesting student loan payment reimbursement.

H. This provision is not subject to the grievance procedure.

Sincerely,
Deb Allen /s
MnDOT CO Labor Relations Manager

05/04/2023

Eric Halvorson
Business Representative
AFSCME Council 5
300 Hardman Ave. S
South St. Paul, MN 55075

Subject: Snow and Ice Operations and Incentives

Dear Eric:

At our recently concluded supplemental bargaining negotiations we spent time discussing concerns over MnDOT's use of Winter Maintenance Schedules and the implementation of Incentives.

We agreed to conduct a quarterly Meet and Confer with four representatives for both management and the union to discuss Winter Maintenance Schedule issues related to Snow and Ice operations and when requested, information about incentives implemented and achievement awards given, including recipients.

Sincerely,
Deb Allen /s/
MnDOT Labor Relations Manager

MINNESOTA DEPARTMENT OF VETERANS AFFAIRS, AFSCME MVH – FERGUS

Article 3 Overtime

Article 6 – Overtime of the Master Agreement shall be supplemented and/or modified as follows: In Unit 3 and 4, upon consultation with an employee, the Appointing Authority, may schedule an employee for an overtime shift which immediately precedes or immediately follows a scheduled work shift. In Unit 3 and 4, if there are no volunteers for overtime of an immediately subsequent shift, the least senior employee who is then on duty who has not worked an overtime shift will be assigned the overtime, rotating through the list every two (2) pay periods. All worked overtime—whether scheduled or assigned—shall be counted in the rotation when assigning overtime for employees then on duty.

Article 6

Scheduling Article 5, section 3 of the Master agreement shall be modified as follows: Unit 3 and 4 employees shall not be scheduled to work more than ~~seven six (7 6)~~ days in a row. The following are exceptions and will not be counted when considering greater than ~~seven six (76)~~ days in a row: Days the employee:

agrees to a shift exchange/trade, • voluntarily picks up overtime, • voluntarily picks up extra hours, • attends a meeting on a 'non-work' day, • voluntarily changes a scheduled overtime day, • attends mandatory training, and/or • there is an emergency including but not limited to a snow storm or a ~~flu~~-infectious disease outbreak among staff.