

DATE: July 18, 2023

TO: Dana Wheeler, Executive Director
Minnesota Government Engineering Council

FROM: Francis Rojas, Labor Relations Consultant
Labor Relations Division

RE: 2023-2025 Contract Negotiations – Employer’s Opening Proposal

Please find below a summary of each of the modifications/clarifications/additions developed by the State for the 2023-2025 round of bargaining with the Minnesota Government Engineering Council (MGEC). Although we consider this to be our comprehensive package, we reserve the right to add, modify, or drop proposals as necessary.

TECHNICAL CHANGE THROUGHOUT CONTRACT

1. Update Current Contract Cycle (23-25) and Table of Contents to reflect final agreement.
2. Change “Union” to “Council” across the document

PREAMBLE

3. Technical changes of the effective year.

ARTICLE 1 – COUNCIL RECOGNITION

No change.

ARTICLE 2 – COUNCIL DUES

No change.

ARTICLE 3 – EMPLOYER RIGHTS

No change.

ARTICLE 4 – COUNCIL AND EMPLOYEE RIGHTS

4. Section 8. Reorganization

The Employer’s applicable agency agrees to meet and confer with the Council about ramifications of any proposed reorganization plan, if such a plan could result in a relocation of positions or employees within or ~~thirty-five~~**fifty (5035)** miles. Agencies may also meet and confer with the Council about partial reimbursement for lateral transfers during a reorganization.

5. Section 9. Position Descriptions

Upon request, an employee shall be provided with a copy of their position description that accurately describes the duties, responsibilities, goals, and performance indicators for the position at the time of the signature. Such position descriptions shall not be grievable.

~~Each Appointing Authority shall have an internal appeal procedure to review disputes regarding the accuracy of position descriptions. Each Appointing Authority shall meet and confer with the Council prior to implementing or changing its procedure.~~

ARTICLE 5 – NO STRIKE OR LOCKOUT

No change.

ARTICLE 6 – HOURS OF WORK AND OVERTIME

6. Section 2. Non-exempt Employees.

A. 1. Normal Work Period. The normal work period shall be forty (40) hours of work during a seven (7) consecutive day work week. Hours worked in excess of forty (40) hours in the work week are overtime hours and shall be compensated at the rate of time and one half (1 ½) in accordance with the Fair Labor Standards Act (FLSA). Overtime worked shall be subject to approval by the Appointing Authority in advance of being worked. No vacation time, floating holidays, sick leave, compensatory time off, or leaves of absence shall be considered hours worked. Employees may adjust hours with the approval of the immediate supervisor, provided the change does not result in the payment of overtime.

7. Technical change to a missing period.

Section 2. Non-Exempt Employees.

A.2.b. Shall be eligible for shift differential when working on assigned shifts and the shift differential shall be one dollar and sixty-five cents (\$1.65) per hour for all hours worked between the hours of 7:00 p.m. and 6:00 a.m.

8. NEW Section 6. Allow for the temporary reduction or increase of hours.

Section 6. Reduction or Increase of Hours.

A. Employee Initiated. Full-time employees desiring to work less than full-time and part-time employees desiring to work full-time, may do so on a temporary basis not to exceed (6) months, pursuant to mutual agreement with the Agency, the Council, and the employee.

ARTICLE 7 – HOLIDAYS

9. Section 1. Eligibility. Remove Intermittent eligibility.

~~However, intermittent employees shall become eligible employees for purposes of this Article after completion of one hundred (100) working days in any twelve (12) month period.~~

10. Section 2. Observed Holidays.

~~All eligible employees, who were in employment on June 20, 2022, and covered under this Agreement, shall be eligible for one (1) additional floating holiday which must be used on or before June 30, 2023. The additional floating holiday will not carry over after June 30, 2023, and will not be accumulated or paid off. All existing management rights to limit the number of employees that may be absent on any given day continue to apply.~~

11. Section 3. Holiday Pay Entitlement.

To be entitled to receive a paid holiday, an eligible employee must be in payroll status on their normal workday immediately precedent and their normal workday immediately following the holiday(s).

~~Eligible intermittent employees shall receive a holiday if they work the day before and the day after the holiday. If such intermittent employee works on a holiday, that employee shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accordance with the schedule set forth in Section 4, below.~~

12. Section 6. Work on a Holiday.

Any eligible employee who works on a holiday shall be:

- ~~1) Paid in cash at the employee's appropriate rate for all hours worked in addition to holiday pay provided for in Section 4 above.~~
- ~~2) If the agency does not choose to pay the holiday in cash, the employee may choose to receive the holiday in vacation or compensatory time at the employee's appropriate overtime rate for all hours worked in addition to the holiday pay provided for in Section 4 above.~~

13. Section 8. Religious Holidays.

When a religious holiday, not observed as a holiday, as provided in Section 2 above, falls on an employee's regularly scheduled workday, the employee shall be entitled to that day off to observe the religious holiday. Time to observe religious holidays shall be taken without pay, unless the employee can be scheduled for paid leave pursuant to Article 8, Section 3, provided that employee makes up the time in a manner that does not result in the payment of overtime as defined by the FLSA. Employees shall notify the Agency at least fourteen (14) working days prior to the leave.

ARTICLE 8 – VACATION LEAVE

14. Section 5. Vacation Period

Every reasonable effort shall be made by the Agency to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of employees within a classification on vacation at the same time, and there is a conflict among employees over vacation periods, vacation schedules shall be established on the basis of Classification Seniority within the employee's work unit.

Except in emergencies and after reasonable notice, no employee will be required to work during the employee's vacation once the vacation request has been approved.

An employee desiring to cancel an approved vacation of five (5) consecutive working days or more may cancel the entire approved vacation by providing at least twenty-one (21) days prior to the first day of vacation, unless waived by the Appointing Authority.

15. Section 7. Vacation Rights

Any employee transferring to the service of another Agency shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. Except for employees who separate from State service prior to completion of six (6) months of continuous service, having been in payroll status for a total of six (6) months, any employee separated from state service shall be compensated in cash, at their then current rate of pay, for all vacation leave to their credit at the time of separation, but in no case shall payment exceed two hundred and sixty (260) hours except in the event of the death of the employee.

However, certain employees shall have their vacation payout converted to a Health Care Savings Plan (HCSP) pursuant to the Article 17 section on HCSP. Employees shall be allowed to leave their accumulated vacation to their credit during the period of their seasonal or temporary layoff provided they have been in active payroll status for at least six (6) months in their seasonal or temporary position.

ARTICLE 9 – SICK LEAVE

16. Section 3. Usage. B. Others.

4. The use of reasonable period of sick leave shall be granted in cases of death of a spouse or parents and grandparents of the spouse, or the parents/step-parents, grandparents, guardian, children, grandchildren, brothers, sisters, wards, or stepchildren of the employee. Employees who experience a stillbirth or the death of a child within the time period they would otherwise be eligible to use Paid Parental Leave (“PPL”) under the conditions of Article 10, Section K, may use PPL.

ARTICLE 10 – LEAVES OF ABSENCE

17. Section 3. Unpaid Leaves of Absence. C. Medical Leave.

Leave of absence up to one (1) year ~~may~~ shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted their accumulation of sick leave. Such leave shall be limited to a cumulative total of one (1) year per illness or injury. Upon the request of the employee, such leave may be extended. An Agency may require appropriate medical documentation of the illness, injuries or disability.

18. Section 3. Unpaid Leaves of Absence. H. Council Leave.

Upon written request of the Council to the Enterprise Director of Labor Relations, aAny member of the Council may take a leave of absence up to six (6) months to work on Council business, provided however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Agency.

19. Section 3. Unpaid Leaves of Absence. H. Council Leave.

Such written request must be provided no later than thirty (30) days prior to the date the time off is requested.

20. Section 5. Reinstatement after leave.

Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in a position in their former classification and seniority unit. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Agency at least two (2) weeks prior to the agreed upon termination date of their intention to return from leave. Failure to contact the Agency or failure to return at the conclusion of the approved leave, shall be deemed to be a voluntary resignation, and the employee shall be severed from State service. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced, plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.

ARTICLE 11 – VACANCIES, RECLASSIFICATION, FILLING OF POSITIONS

21. Throughout article change 35 miles to 50 miles.

22. Section 1. Definitions. A. Vacancies and Reassignments.

A. Vacancies and Reassignments.

1. Vacancy. A vacancy is defined as a permanent position in the classified service which an Agency determines to fill. Also, a vacancy is not created by reallocation/work training appointment, unless the incumbent fails to hold the necessary license, certification or registration for appointment to the new class. Prior to posting a vacancy pursuant to Section 2, the Agency may permanently reassign an employee to avoid layoff, as provided in Article 13, Section 5.

23. Section 1. Definitions. A. Vacancies and Reassignments.

2. Permanent Reassignment.

a. Appointing Authority Initiated. The Agency may also permanently reassign an employee to a vacancy in the same classification and employment condition and within ~~thirty-five~~^{fifty} (50~~35~~) miles (in MnDOT, within the same Office, District or the Metro Division except that employees cannot be involuntarily reassigned over ~~fifty~~^{thirty-five} (50~~35~~) miles). Whenever possible, an effort should be made to solicit the interest of employees eligible for the reassignment. The vacancy remaining following such reassignments shall be posted pursuant to Section 2. Where no vacancy exists, the Agency may reassign on a permanent basis employees to other positions within the same classification and District, Office, Division or Bureau to accomplish staffing objectives; if the reassignment is to a position under a different manager, the Agency shall first meet and confer with MGEC.

b. Employee Initiated. A vacancy is not created when an employee's permanent reassignment request over fifty (50) miles to the same classification is mutually agreed upon by the employee and the Appointing Authority and with notification to the Council. Employee initiated permanent reassignments shall not be eligible for relocation expenses under Article 20.

24. Section 2. Lateral Job Posting.

Except as provided in Sections 1A and B, whenever a vacancy occurs, it shall be posted for laterals within the Agency for seven (7) calendar days, unless by mutual agreement of the Council and Agency this requirement is waived. Eligible employees who are position qualified may indicate their desire to be considered for the position. A copy of each posting shall be given to the Council and shall include the classification, the name of the previous incumbent, if any, the supervisor, a brief description of the position and the required qualifications. In certain circumstances (i.e., Graduate Engineer 2 and Senior Engineer), this posting may include notice that employees in lower classes may express an interest in the position on a non-promotional basis. However, for such an employee to be selected, the Agency must determine that the position can be restructured and the position classification changed to the selected applicant's current job classification in accordance with appropriate statutes and administrative procedures.

25. Section 2. Lateral Job Posting.

An employee who is position qualified and who is away from their work location on assignment or approved leave in excess of seven (7) calendar days may express their interest in advance in a lateral

posting posted during their absence. The expression of interest shall indicate the division, classification, and location of the individual position. Such expression of interest shall be submitted to the Human Resources Office and shall be valid for the period of the absence or four (4) weeks, whichever is less.

ARTICLE 12 – PROBATIONARY PERIOD

26. Section 3. Non-Certification and Extension of Probationary Period.

If the Agency decides an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if the Agency feels that an extension of the probationary period could result in successful completion of the probationary period, the Agency, will provide notice to the Council and the employee ~~may mutually agree to a~~ of a limited extension, not to exceed six (6) months.

ARTICLE 13 – SENIORITY, LAYOFF AND RECALL

27. Throughout article change 35 miles to 50 miles.

28. Section 8. Layoff Lists.

Employees shall be removed from all layoff lists for any of the following reasons:

1. Recall to a permanent position in the class from which the employee was laid off.
2. Failure to accept recall to a permanent position within ~~thirty five fifty (3550)~~ miles of the employee's previous work location.
3. Failure to accept recall to a position in a geographic location more than ~~thirty five fifty (3550)~~ miles from the employee's previous work location for which the employee has indicated availability.

However, upon written request to the Employer, such an employee may be restored to the Layoff List for recall to a position within ~~thirty five fifty (3550)~~ miles of the employee's previous work location.

4. Appointment to a permanent position in a class which is equal to or higher than the one from which the employee was laid off.

5. Resignation, retirement or termination from State service.

~~5-6.~~ Failure to respond.

ARTICLE 14 – DISCIPLINE AND DISCHARGE

29. Section 2. Disciplinary Action

Discipline shall include only the following:

- a. Oral reprimand (not grievable)
- b. Written reprimand
- c. Suspension (paid or unpaid)
- d. Equivalent reduction of vacation hours*
- ~~d-e.~~ Salary step reduction**
- e-f. Demotion
- f-g. Discharge

*The Appointing Authority may, in lieu of an unpaid suspension, subtract vacation hours from the employee's accumulated vacation balance in an amount equal to an unpaid suspension not exceeding ten (10) days.

When any disciplinary action more severe than an oral reprimand is intended, the Agency shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, with a copy to the Council.

Transfers shall not be used as a disciplinary action.

** For discipline based on an employee's work performance. The Agency may make a reduction of pay of one (1) step of the salary range in lieu of suspension. The reduction may be for a period of time or until the performance issue that led to the reduction has been corrected. This reduction shall take place at the beginning of the first pay period that the discipline is issued. The Agency shall not combine salary step reduction with any other discipline for the same instance. The employee is not eligible for retroactive wages upon return to their previous salary placement.

30. Section 4. Investigatory Leave.

The Agency may place an employee who is the subject of an investigation on a paid investigatory leave provided a reasonable basis exists to warrant such leave. Information provided on the status of the investigation shall be in accordance with Minnesota Government Data Practices Act.

31. Section 8. Personnel Records. Written Reprimand eligible for removal after 18 months.

Upon the written request of the employee, a written reprimand or a written record of a suspension of ten (10) days or less, shall be removed from the employee's official personnel file provided that no further disciplinary action has been taken against the employee for a period of eighteen one (18) year months following the date of the written reprimand or three (3) years following a suspension of five (5) days or less or five (5) years following a suspension of six (6) to ten (10) days. Notwithstanding any of the provisions of this Article, the Council agrees that the Employer may continue to maintain records of prior incidents of disciplinary action after removal from the official personnel file for administrative purposes.

32. Section 8. Personnel Records. Removal of disciplinary material constitutes the resolution of any outstanding grievances.

The removal of disciplinary material shall constitute the resolution of any applicable outstanding grievances.

ARTICLE 15 – GRIEVANCE PROCEDURE

33. Section 1. Definition of a Grievance.

Grievance Conduct. Employees, Stewards, Council Representatives, supervisors, and managers shall, throughout the grievance procedure, treat each other with courtesy, and no effort shall be made by either party or its representatives to harass or intimidate the other party or its representatives.

34. Section 4. Arbitrator's Authority.

~~B. — The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Agency and the Council, provided that each party shall be responsible for compensating its own representatives and witnesses.
If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If either party desires a transcription of the verbatim record, it shall pay for such transcription and provide a free copy to the arbitrator. Should the other party desire a copy of such transcription, it shall pay the transcript service. If both parties agree, in writing, to obtain the verbatim record, they may share equally the cost of such record and any transcriptions of the record.~~

35. NEW Section 7. Fees and Expenses.

The fees and expenses for the Arbitrator's services and proceedings shall be borne by the losing party. In the event of a split decision, the charges to the parties shall be determined by the Arbitrator. However, each party shall be responsible for its own witnesses' and representatives' compensation, expenses, and fees. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

ARTICLE 16 – JOB SAFETY

No change.

ARTICLE 17 – WAGES

Placeholder for new economic items to be presented at a later date. Below are proposals regarding current language.

36. Section 10. Work Out of Class.

When the employee's work out of class assignment is to a classification in a different bargaining unit or compensation plan, the employee is eligible to receive any pay differentials or premium pay associated with the classification in which the employee is working out of class. Overtime eligibility (if any) will be controlled by the terms of the bargaining unit or compensation plan covering the classification of the work out of class assignment to which the employee has been appointed.

ARTICLE 18 – INSURANCE

Incorporate tentative agreement from Coalition Bargaining.

ARTICLE 19 – EXPENSE ALLOWANCES

37. Throughout article increase radius from 35 miles to 50 miles.

38. Section 6. Meal Allowances. B. Noon Meal.

~~Lunch reimbursement may be claimed only if the employee is performing required work more than thirty five (35) miles from their temporary or permanent work station and the work assignment extends over the normal noon meal period away from home overnight.~~

39. Section 6. Meal Allowances. D. Reimbursement Amount.

~~Except for the metropolitan areas listed below, the maximum reimbursement for meals including tax and gratuity, shall be~~Except for high cost localities as identified by the Internal Revenue Service (IRS), the maximum reimbursement for meals including tax and gratuity shall be:

- Breakfast: \$ 9.00
- Lunch: \$11.00
- Dinner: \$16.00

~~For the following metropolitan areas, and any location outside the forty-eight (48) contiguous United States, the maximum reimbursement shall be~~For high cost localities as identified by the IRS (specifically excluding any cities within Minnesota), the maximum reimbursement shall be:

- Breakfast: \$11.00
- Lunch: \$13.00
- Dinner: \$20.00

~~The metropolitan areas of:~~

- Atlanta
- Baltimore
- Boston
- Chicago
- Cleveland
- Dallas/Fort Worth
- Denver

- Detroit
- Hartford
- Houston
- Kansas City
- Los Angeles
- Miami
- New Orleans
- New York City

- Philadelphia
- Portland, Oregon
- St. Louis
- San Diego
- San Francisco
- Seattle
- Washington D.C.

Employees who meet the eligibility requirements for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement amount for the eligible meals.

ARTICLE 20 – RELOCATION ALLOWANCES

40. Throughout article increase radius from 35 miles to-50 miles.

41. Section 1. Authorization. A. Eligibility.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within twelve (12) months, or unless other time extension arrangements have been approved by the Agency. Additionally, this provision does not apply to employees whose residence is their permanent work location and their decision to move is not a condition of employment. Employees who move to a new position as the result of a bid/expression of interest in a lateral job posting or promotion are not eligible for reimbursement of any relocation expenses.

42. Section 1. Authorization. D. Discretionary Reimbursement.

The Agency may, at its sole discretion, reimburse relocation expenses to eligible employees who request a voluntary transfer, ~~promotion~~, demotion or reassignment including laterals under Article 11, Section 3A. The Agency may limit the type and/or amount of reimbursement but may not exceed the provisions of Section 2 of this Article.

ARTICLE 21 – SALARY SAVINGS LEAVE

No change.

ARTICLE 22 – NON-DISCRIMINATION

No change.

ARTICLE 23 – ADA/WORKER’S COMPENSATION

No change.

ARTICLE 24 – WORK RULES

No change.

ARTICLE 25 – COMPLETE AGREEMENT AND WAIVER CLAUSE

No change.

ARTICLE 26 – SAVINGS CLAUSE

No change.

ARTICLE 27 – DURATION

43. Update dates and signatures.

APPENDIX A – SALARY RANGE ASSIGNMENTS

TBD

APPENDIX B-1 – UNIT 212 MGEC ENGINEERS

TBD

APPENDIX B-2 – UNIT 212 MGEC ENGINEERS

TBD

APPENDIX C – STATUTORY CITATIONS

No change.

APPENDIX D – STATEWIDE POLICY ON FMLA

No change.

APPENDIX F – GLOSSARY

No change.

LETTERS

44. Delete Letter on Letter of Expectations (dated June 12, 2007)

45. Delete Letter on Pilot Programs (dated July 29, 2022)