

**CHANGES TO THE 2015-2017 COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE
STATE OF MINNESOTA AND AFSCME, COUNCIL NO. 5
UNIT 25 – RADIO COMMUNICATION OPERATORS**

Unless otherwise indicated, all changes are effective the date following the Legislative Coordinating Commission's approval.

ARTICLE 1 - PREAMBLE

Technical change of effective date.

ARTICLE 2 – RECOGNITION

No change.

ARTICLE 3 – UNION SECURITY

No change.

ARTICLE 4 – SENIORITY

Section 2. Seniority Earned Under Previous Collective Bargaining Agreements.
Technical date change.

ARTICLE 5 – HOURS OF WORK

Section 1. General. D. Shift Exchanges. Add language allowing shift exchanges under certain conditions. Reletter subsequent provisions.

Section 1. General. J. Daylight Savings Time. Add language addressing payment for twelve (12) hour shifts.

ARTICLE 6 - OVERTIME

No change.

ARTICLE 7 - HOLIDAYS

Section 2. Observed Holidays. Delete specific calendar dates for holidays and instead only list actual observed holidays.

Section 2. Observed Holidays. In conjunction with the deletion of specific calendar dates above, add language clarifying when the holiday is observed if the holiday falls on a Saturday or Sunday, depending whether or not a 7-day work week schedule is in effect.

ARTICLE 8 – VACATION LEAVE

Section 3. Vacation Period. Change method for approving vacation requests and include conditions when Appointing Authority or employee may cancel a scheduled vacation.

Section 3. Vacation Period. Change method for approving vacation requests and include conditions when Appointing Authority or employee may cancel a scheduled vacation.

Section 7. Vacation Donation Program. Modify language so that employees may donate up to forty (40) hours instead of twelve (12) hours accrued vacation leave which is the amount allowable under state law.

ARTICLE 9 - SICK LEAVE

Section 3. Sick Leave Use. B. Others. Modify language so that with fourteen (14) days' notice, employees may use sick leave to accompany parents to routine dental or medical appointments, and remove language which limits employees to twenty-four (24) hours per calendar year.

Section 3. Sick Leave Use. B. Others. Technical change to delete unnecessary reference to Appendix I page number.

Section 3. Sick Leave Use. B. Others. Modify language changing the cross-reference date to August 15, 2014 in conjunction with new letter added to the back of contract addressing the recent expansion of state law.

Section 3. Sick Leave Use. B. Others. Technical change to delete redundant paragraph regarding medical examination at no cost to the employee.

ARTICLE 10 – LEAVES OF ABSENCE

No change.

ARTICLE 11 – JOB SAFETY

Section 3. Employee Safety. E. and F. Technical changes replacing the term “VDT/CRT” with “computer.”

DRAFT

Section 6. Policy on VDT Ergonomics. Technical change replacing the term “VDT” with “computer.”

ARTICLE 12 – VACANCIES, FILLING OF POSITIONS

Section 10. Probationary Period. B. Discretionary Probationary Period. Delete obsolete reference to the date October 23, 1995.

Section 10. Probationary Period. C. Length of Probationary Period. 1. 50% or Greater Time Employees. Increase probationary period from six (6) months to nine (9) months.

Section 10. Probationary Period. C. Length of Probationary Period. 2. Intermittents and Less Than 50% Time Employees. Increase probationary period from one thousand forty-four (1044) hours or a maximum of one (1) year to one thousand five hundred sixty-six (1566) hours or a maximum of fifteen (15) months. Probationary period shall be no less than nine (9) months.

Section 10. Probationary Period. C. Length of Probationary Period. 8. Extension of probationary period. Increase length of time for which probationary period may be extended from six (6) months to nine (9) months.

ARTICLE 13 – PROMOTIONAL RATINGS

Delete obsolete language. Change article title to “No Content.”

ARTICLE 14 – TRANSFERS BETWEEN AGENCIES

No change.

ARTICLE 15 – LAYOFF AND RECALL

No change.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

Section 3. Disciplinary Procedure. 1. Oral Reprimand. Modify language so that oral reprimands are no longer grievable.

Section 3. Disciplinary Procedure 3. Suspension. Clarify that disciplinary suspensions can be paid or unpaid.

Section 3. Disciplinary Procedure. 4. Suspension – Equivalent Reduction of Vacation Balance. Add language allowing Appointing Authority to reduce an employee's accumulated vacation balance in lieu of an unpaid suspension provided that the employee has at least fifty (50) hours of vacation. The maximum amount of vacation that can be reduced is limited to the equivalent of three (3) working days. For those who work a twenty-four (24) hour shift, vacation reduction is limited to twenty-four (24) hours. At the Appointing Authority's discretion, unpaid suspension and vacation reduction may be combined into one discipline. Renummer list.

Section 3. Disciplinary Procedure. Change time after which oral reprimands may not be referenced in future disciplinary actions from one (1) year to six (6) months.

Section 7. Personnel Files. C. Removing Materials from File. Add that any reference to an oral reprimand will be removed from the supervisor's files after six (6) months if no further disciplinary action was taken in the interim.

ARTICLE 17 – GRIEVANCE PROCEDURE

No change.

ARTICLE 18 – WAGES

Throughout the Wage Article change references from ranges and classes to range and class.

Section 2. Conversion. Effective July 1, 2015, employees shall be assigned to the same relative step within the salary range for their class except as specified below.

Employees who are paid a rate which exceeds the maximum rate for their class prior to the implementation of this Agreement, but whose rate falls within the new salary range for their class, shall be assigned to the maximum of the new range.

Employees whose salaries as of June 30, 2015 equal or exceed the new maximum rate for their class shall not receive a salary adjustment, but these employees shall not receive a reduction in pay.

Section 3. First Year Wage Adjustment. Effective July 1, 2015, the salary range and rates shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. Employees convert to the new compensation grid as provided in Section 2, Conversion.

Effective January 1, 2016, the \$2.00 per hour Radio Communications Differential shall expire and the \$2.00 shall be added to each salary step rate of the July 1, 2015 salary range.

DRAFT

Effective January 1, 2016, employees shall be assigned to the same relative step on the January 1, 2016 compensation grid. Any employee who is off-step shall have his/her salary increased by \$2.00 per hour on January 1, 2016 and remain off-step.

Section 4. Second Year Wage Adjustment. Effective July 1, 2016, the salary range and rates shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. This salary adjustment shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class.

Section 6. Salary Upon Class Change. F. Salary Over Maximum on Reallocation. First line of this section was missing from the 2013-2015 contract; re-entered the language.

Section 9. Severance Pay. Clarify that for reasons other than discharge, employees with ten years of continuous State service who are immediately entitled to receive an annuity under a State retirement program are eligible to receive severance pay upon separation (rather than upon retirement).

Section 16. Radio Communications Differential. Delete section; the differential will be added to all salary rates effective January 1, 2016.

Section 17. Training Differential. Re-number section. Increase Training Differential from \$0.50 per hour to \$0.65 per hour.

ARTICLE 19 – INSURANCE

Technical date changes.

Section 2. Eligibility for Group Participation. D. Continuation Coverage g. Clarification: a covered employee's ~~entitlement to~~ enrollment in Medicare.

Section 3. Eligibility for Employer Contribution. B. Partial Employer Contribution – Basic Eligibility. 2, addition to text:

Employees who hold part-time appointments **or seasonal employees** and who are scheduled to work at least one thousand forty-four (1044) hours over a period of any twelve (12) consecutive months

Section 4. Amount of Employer Contribution. Technical date changes.

Section 4. Amount of Employer Contribution. B. Contribution Formula – Dental Coverage. Technical date changes.

Section 5. Coverage Changes and Effective Dates. A. When Coverage May Be Chosen.

1. Newly Hired Employees. Insert new language:

If an employee does not choose a health plan administrator and primary care clinic by their initial effective date, but was previously covered as a dependent immediately prior to their initial effective date, they will be defaulted to the plan administrator and primary care clinic in which they were previously enrolled.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. Technical date changes.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. a. Benefit Options 4) Advantage Benefit Chart for Services Incurred During Plan Years. Technical date changes. Delete obsolete chart and insert new chart.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. e. Prescription Drugs. 1) Copayments and annual out-of-pocket maximums. Delete obsolete language, insert new drug copayment language.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 2. Coverage Under the Minnesota Advantage Health Plan. j. Lifetime maximums and non-prescription out-of-pocket maximums. Delete obsolete language, insert new out-of-pocket maximum language.

Section 6. Basic Coverages. A. Employee and Family Health Coverage. 6. Post-Retirement Health Care Benefit. Clarifies that if the employee separates due to death, the \$250 benefit is paid in cash, not to the HCSP.

Section 7. Optional Coverages. A. Employee and Family Dental Coverages. 2. Coverage Under State Dental Plan. a. Copayments. Technical date change, insert new coinsurance limits.

ARTICLE 20 – EXPENSE ALLOWANCES

Section 5. Meal Allowances. D. Reimbursement Amount. Technical change to remove effective dates and rates prior to January 1, 2014.

ARTICLE 21 – RELOCATION EXPENSES

No change.

DRAFT

ARTICLE 22 – WORK RULES

No change.

ARTICLE 23 – NON-DISCRIMINATION

No change.

ARTICLE 24 – MANAGEMENT RIGHTS

No change.

ARTICLE 25 – UNION RIGHTS

No change.

ARTICLE 26 – SAVINGS CLAUSE

No change.

ARTICLE 27 – NO STRIKE OR LOCKOUT

No change.

ARTICLE 28 - LEGISLATIVE RATIFICATION

Technical change to legislative session number.

ARTICLE 29 – LABOR/MANAGEMENT COMMITTEES

Section 2. Statewide Committees. A. Safety Committee. Delete “VDT” and replace with the term “computer.”

Section 2. Statewide Committees. C. Childcare Committee. Eliminate Child Care Committee language.

Section 2. Statewide Committees. D. Parking Committee. Eliminate Parking Committee language.

Section 2. Statewide Committees. Delete reference to Child Care committee from Employer’s ability to add employees from other bargaining units to committees.

ARTICLE 30 – WORKERS’ COMPENSATION

No change.

ARTICLE 31 – EMPLOYEE ASSISTANCE PROGRAM

No change.

ARTICLE 32 – ADA/WORKER’S COMPENSATION

No change.

ARTICLE 33 - DURATION

Technical date, session number, and name changes.

APPENDIX A – HOLIDAYS

No change.

APPENDIX A1 - HOLIDAYS

No change.

APPENDIX B – VACATION

No change.

APPENDIX C – SICK LEAVE

No change.

APPENDIX D – PROHIBITION OF SEXUAL HARASSMENT

No change.

APPENDIX E-1 – COMPENSATION GRID 25

The salary schedule shall be effective July 1, 2015 through December 31, 2015.

The differential shall be added to the salary schedule effective January 1, 2016 through June 30, 2016.

APPENDIX E-2 – COMPENSATION GRID 25

The salary schedule shall be effective July 1, 2016 through June 30, 2017.

APPENDIX F – APPOINTING AUTHORITY/DESIGNEE'S DUTY TO FURNISH INFORMATION TO EXCLUSIVE REPRESENTATIVES REGARDING CONTRACT GRIEVANCES

No change.

APPENDIX G - POLICY ON VDT ERGONOMICS

Technical change replacing the term VDT with “computer” where applicable throughout this appendix. Technical re-lettering of appendix.

APPENDIX H – STATUTORY LEAVES

Technical change to correct statutory reference.

APPENDIX I – FMLA POLICY

Technical change referencing links to the FMLA Policy, Procedure and General Memo.

LETTER 1 – EMPLOYEE INVOLVEMENT IN PURCHASING DECISIONS

No change.

LETTER 2 – MULTI-SOURCE RECRUITMENT AND SELECTION PROCESS

Delete letter due to upcoming Recruiting Solutions System.

LETTER 3 – MINNESOTA DATA PRACTICES ACT

No change.

LETTER 4 – LEAVE TIME FOR EAP APPOINTMENTS

No change.

LETTER 5 – EMPLOYEE PERFORMANCE REVIEWS

No change.

DRAFT

LETTER 6 – DURATION OF PROBATIONARY PERIODS

No change.

LETTER 7 – TRAINING SUPERVISORS

No change.

LETTER 8 – MASTER NEGOTIATIONS COMMITTEE MEMBERS' SCHEDULES

Delete obsolete letter.

LETTER 9 – JOB AUDITS

No change.

LETTER 10 – INSURANCE JLM/MEET AND NEGOTIATE

Delete obsolete letter.

LETTER 11 – APPROVED COMPENSATORY TIME

No change.

LETTER 12 – EXPANSION OF SICK LEAVE BENEFITS

Delete letter dated July 2, 2013, regarding Expansion of Sick Leave Benefits and replace with current letter dated August 15, 2014.

APPENDIX J – GLOSSARY

No change.

APPENDIX K – DRUG TESTING

No change.

**ESTIMATED COST OF THE COLLECTIVE BARGAINING
AGREEMENT BETWEEN AFSCME, UNIT 25 - RADIO
COMMUNICATIONS OPERATORS, COUNCIL NO. 5,
AFL-CIO AND THE STATE OF MINNESOTA**

July 1, 2015 – June 30, 2017

I. Bargaining Unit Composition:

<u>Unit</u>	<u>Approximate No. of Employees</u>
#25 – Radio Communications Operators	61

II. Fiscal Summary: All Agencies, All Funds

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salaries	\$ 6,044,000	\$ 272,000
FICA & Retirement	795,000	36,000
Insurance	<u>1,637,000</u>	<u>115,000</u>
Total	\$ 8,476,000	\$ 423,000

The estimated cost in new dollars this biennium as a percent of the bargaining base is 4.99%.

The estimated annualized percent increase in the base over the term of the agreement is 8.37%.