

**Middle Management Association  
Opening Proposals for Modification of the  
Contract between the Parties  
2021-23**

**1. Article 4, Association Rights-NEW**

- a. Supervisor core: prior notification of when it is scheduled, a list of supervisors signed up, and ability for MMA to offer lunch onsite (whether it is at a state or private facility).
- b. New employee orientation: Prior notification of scheduling, any new supervisors are signed up, and the opportunity to contact them at the same time that AFSCME and MAPE talk to their new members.

**2. Article 6, Discipline and Discharge**

- a. Personnel file:
  - i. Investigatory leave letters shall not be included in the personnel file.
  - ii. Remove the requirement for an employee to request discipline be removed before it is actually removed.
- b. Unclassified:
  - i. Apply Just cause language after one year in their position to unclassified employees who have already completed 3 years in an unclassified MMA position or their probationary period in an MMA classified position.

**3. Article 8, Vac/Sick Leave (and Vac conversion to Deferred Comp)**

- a. Vacation accrual
  - i. 19<sup>th</sup> year step: Decrease the 19<sup>th</sup> vacation accrual step by one year.
  - ii. Add one hour of vacation to each accrual step.
- b. Vacation Conversion:
  - i. Allow all supervisors to convert vacation to deferred comp
  - ii. Increase annual hours that can be converted from vacation to deferred comp to equivalent of the federal allowable max.
  - iii. Remove the requirement of vacation use to be eligible for vacation conversion.
- c. Vacation Cap
  - i. Any vacation over the 275 annual cap, at the end of the fiscal year, shall be paid out into HCSP.
  - ii. When state of emergency is declared, waivers are automatically approved for vacation balances above 275 and last for at least 6 months beyond the end of the emergency.
- d. Sick leave accrual:
  - i. Add an extra hour of sick leave accrual per payroll period.
- e. Wellness Leave
  - i. One hour paid leave/week for exercising or other wellness activities

**4. Article 9, Holidays**

- a. Holiday Premium pay:
  - i. Add eligibility for all supervisors required to work on a holiday.
  - ii. Change from a flat stipend to 1.5x/hour for hours worked.
  - iii. Housekeeping changes to account for the proposals above and remove any supplemental language that is lower.
- b. Floating Holiday
  - i. To account for the diversity of State employees and honor different celebrations, add one floating holiday.

**5. Article 10, Leaves of Absence**

- a. Military leave-
  - i. Increase days to 20 (currently 15),
  - ii. Allow use for employees whose immediate family is in the military for military related activities (ie. deployment).
  - iii. Allow use for supervisors who are retired for required military related activities which must be scheduled during work.

**6. Article 11, Hours of work and overtime**

- a. Overtime
  - i. Increase rate for all supervisors to 1.5x/hourly wage for all hours worked over 80 a payroll period (or 40/hours a week for non-exempt supervisors)
  - ii. Count all paid hours toward the overtime calculation for all supervisors.
  - iii. Overtime shall be comp or cash at supervisor choice.
  - iv. No supervisor shall be forced to balance emergency work or shift coverage within a pay period.
- b. Comp Bank
  - i. Increase the comp bank cap for progression code 1, 19 and above, so that all supervisors have a 120 hour comp bank
  - ii. Comp bank conversion. Supervisors may convert more than once a year.
- c. Call Back
  - i. Expand Call Back benefit, such that any Supervisor who responds to a call after work schedule shall receive a minimum of 2 hours.
- d. On Call
  - i. Increase rate from a stipend to 15 minute of straight time for each hour assigned.
  - ii. Add to definition of on call, such that: An employee who meets all other requirements of on-call, but whose Agency refuses to put such an expectation in writing, will still be considered on call

**7. Article 13, Layoff and recall**

- a. Early retirement option prior to layoffs: An Agency must offer early retirement option for any supervisor eligible to retire, to include a minimum of \$30,000 into the HCSP before or during a layoff.

**8. Article 14, Filling of Positions**

- a. Extend claiming right (to 90) and Notice of layoff (to 45)

- b. Expressing Interest. Add ability to express interest for those in higher related classes, who want to voluntarily demote to fill a specific opening.

## 9. Article 15, Probationary Period

- a. Early Certification Allow the appointing authority to certify a supervisor prior to the end of the probationary period but not less than 6 months, as long as the supervisor has met the statutory training requirement.

## 10. Article 16, Wages

- a. Steps
  - i. Both years
  - ii. On time
  - iii. Supervisors promoted internally (to the State) or internal supervisors promoting into a grade higher than their current shall receive at least three step increase.
- b. Ranges
  - i. Add two steps to the top of every MMA Range, drop the two bottom steps.
- c. Retention pay NEW-
  - i. for Supervisors who have been at the top of their pay scale for 2 years or more, an 4% annual stipend (not added to base)
- d. General increase
  - i. 5% on July 1 of each year to the entire wage grid.
- e. Shift differential
  - i. Increase the night differential to \$2.50/hr.
  - ii. Add a weekend differential at the same amount, which can be stacked with the night differential.
- f. Severance
  - i. Lower the 20 year requirement to 15 years.
  - ii. Treat unclassified employees whose appointment is ended for non-performance related reasons the same as laid off employees for purposes of this section.
  - iii. Increase the amount of sick time paid out at retirement as severance to 100%.
  - iv. NEW Benefit Annual ability for supervisors convert 26 hours of sick time to HCSP at 100%.
- g. Work out of class
  - i. Increase work out of class pay to the minimum of the new range and/or three steps higher than their current pay, whichever is higher.
- h. Injured on Duty
  - i. Put the extra 4 hours to be seen immediately for medical needs at the end of the section to distinguish between this benefit and the paid time off for already scheduled work capped at 300.
  - ii. Clarify that mental health injuries are considered injuries for the purpose of this benefit.
- i. Deferred Comp Match
  - i. Allow all supervisors to be eligible for the match.

- ii. Increase amount of Deferred Comp match to \$1,600.
- j. Classification adjustments
  - i. Create an automatic equivalent increase to classifications in the supervisory line where a bargained increase or legislative action grants increases to a classification that MMA supervisors, supervise.
  - ii. Rectify the situation for recent instances of 10. J. iv, such as DOC, RNA and BCA/Commerce agents Supervisors.
  - iii. See inequity/supplemental bargaining for more

**11. Article 17, Insurance**

- a. Hold for the outcome of Coalition Bargaining

**12. Article 18, Expense Allowances**

- a. Increase Meal allowances and tie to the Federal Rate.

**13. Article 22, Supervisor rights (including Performance Eval and membership dues and training)**

- a. During the term of this Contract, Supervisors shall have access to an internal training for managing remote workers or be offered a \$500 reimbursement and work time to find and attend their own.

**14. Article 23, Safety**

- a. Clarify that this provision covers both physical and mental wellbeing.

**15. Other/Misc**

- a. Discuss Pilot projects already in the Contract, including but not limited to; Recruitment/Retention, Tuition Reimbursement, Equity Adjustment. Proposal(s) may follow.
- b. MOUs: identify, update and re-sign as necessary (including RNA tuition reimbursement)
- c. Add phased retirement MOU to the Contract language.
- d. Housekeeping- Incorporate legislative licensed peace officer arbitration requirements into the Contract.

**16. NEW-Telework/Remote Work**

- a. Return to work:
  - i. The State will consult or offer a committee spot to MMA for any “return to work” discussions and policies in each Agency, prior to any policy being finalized or employees called back to work.
  - ii. The State will consult with or offer a committee spot to MMA for any “return to work” discussions and policies at the MMB level.
- b. Expenses:
  - i. For employees with formalized telework agreements and/or remote work positions, equipment that is needed to do their job at home shall be supplied or reimbursed by the state, including but not limited to:

computers, internet service, phones and phone lines, desk/chair and office supplies.

- c. Notice:
  - i. Telework changes-Employees on a formalized telework agreement shall not be required to come back to work on site or forced to have substantial changes to their telework schedule on less than 45 days notice.
  - ii. Home visits- Employees working from home on a formalized telework agreement or remote work position shall be given at least 24 hours notice and a business reason prior to any state representative entering to examine the remote work location and any such visits shall be restricted to the primary location of the property that has been designated as the employee's work space.
- d. Remote work assignments changes:
  - i. For those with remote work jobs, any layoff or location transfer that relates only to the remote location shall happen only upon one year's notice to the employee and MMA. Any layoff or location transfer that is NOT related to the site of remote location shall be under the regular Contract language for notice, provided that the employee and MMA are offered in writing the additional business reasons.
- e. Forms/Requests:
  - i. Agency level telework forms shall be supplied to MMA and notice of any unilateral change to assignments or formal telework agreements shall be sent to MMA.
  - ii. Telework requests shall be approved by Agencies unless there is a clear business reason not to, which is communicated to the employee and MMA.
- f. Differential:
  - i. \$3/hour differential for any supervisor who has an employee on a telework assignment.

## **17. Supplementals**

- a. HOLD for the outcome of Supplemental Bargaining.

\*MMA reserves the right to modify or add to these proposals.