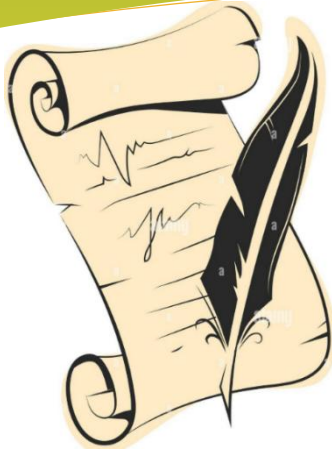


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MnDOT HEPC Locals

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this issue

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Local 221

General Membership Meetings

Union Members are welcome to attend the monthly General Membership meetings.

Non-members may attend after signing a membership card at the door.

Dinner starts at 5:30 pm
Meeting starts at 6:00 pm

HILTON DOUBLETREE HOTEL

2540 Cleveland Avenue
Roseville, MN 55113

UPCOMING MEETING DATES

Fourth Thursday of the Month

- ▶ Thursday, July 24, 2025
- ▶ Thursday, Aug 28, 2025
- ▶ Thursday, Sept 18, 2025

(Sept meeting is one week early)

It's Time for YOU to Decide



After several grueling weeks of bargaining talks with State Management, our Contract Negotiation Teams have reached a tentative agreement for the 2025 – 2027 contract.

Union Members will soon **Vote** on whether to accept this agreement for the next two-year contract term.

What's In the Tentative Agreement ?

This article will highlight proposed changes to our current contract to better clarify what our Union Members will actually vote for, or vote against.

We will first look at the **Master Contract**, which affects all State employees among the many state agencies. Then we will look at the **Supplementals** portion of the contract and highlight the proposed changes that would specifically affect employees within the MnDOT state agency.

The full-text tentative agreement is available on the Counsel 5 website. Create your MemberLink account to access this and other Member resources.

MASTER CONTRACT

Article 6 – OVERTIME

Section 4. Distribution

If the Appointing Authority (i.e. agency management; the employer) declares an emergency situation, they may then assign *mandatory overtime to any capable employee*, regardless of the otherwise established overtime distribution protocol, to temporarily meet the emergency needs. Employees forced to work overtime shall receive a lump sum payment of \$100.00 for each shift worked in violation of normal overtime distribution.

Section 5. Liquidation

The Comp Bank maximum amount of hours will increase from 200 to 240 hours.

Article 7 – HOLIDAYS

Section 3 – Substitute Holidays

The Appointing Authority cannot designate substitute days to observe Veterans Day, MLK Jr. Day, or Presidents Day.

Article 8 – VACATION LEAVE

Section 3. Crediting and Use of Vacation Upon Entry to State Service

New employees will be given a credit of 40 hours vacation leave. The credit will be reduced proportionately (off-set) as vacation time is accumulated over successive pay periods. Any remaining credit hours of vacation cannot be liquidated (converted to a cash equivalent payout) if a new employee leaves State Service before those credit hours have been off-set by accrued vacation time.

Section 4. Requesting and Using Vacation

B. Vacation requests of 10 days or longer may be submitted for approval up to 12 months in advance.

Section 7. Vacation Transfer and Liquidation

Employees who separate from State service prior to having been in payroll status for a total of 6 months are not eligible for vacation liquidation.

Article 9 – SICK LEAVE

Section 1. Eligibility

All employees shall be eligible employees for purposes of this Article.

Section 3. Sick Leave Use

B. Others

To use your sick time to accompany parents to routine dental or medical appointments, the employee must give 7 calendar days notice instead of 14 days notice.

Article 10 – LEAVES OF ABSENCE

Section 3. Paid Leaves of Absence

N. Paid Parental Leave (PPL)

2. Eligibility

NOTE: A new State law was recently enacted to create the Paid Parental Leave program. It affects every person employed within Minnesota, not just State employees. For example, employees working for private companies like Target and McDonalds, or in manufacturing, retail, finance, construction, hospitality, and food service, etc., are all affected.

Effective January 1, 2026, eligible employees are those who do not meet eligibility criteria for the Minnesota Paid Leave Law, but who meet the eligibility criteria for Family and Medical Leave Act (FMLA) leave. Paid Parental Leave (PPL) is available to eligible employees who experience the following qualifying events: birth of employee's child, placement in the home for an adopted child, or placement in the home for a child to adjudicate parentage in cases of surrogacy when the employee is the intended parent.

NOTE: What is NOT present in this PPL proposed contract language is essential information to alert everyone that there is a mandatory cost to the employee. Effective January 1, 2026 ALL employees across the State and in every industry must/shall pay a mandatory 0.44% premium from your hourly rate into this program.

Moreover, you may qualify for either PPL or FMLA but not both. PPL pays 2/3 of your wages while you are on leave, similar to how the workers' compensation program works. You must also continue to pay your health insurance premium out of this 2/3 pay while on leave. For those who will likely never meet any of the PPL qualifying events, there appears no way to opt out of this program. Again, the new PPL law affects all employed persons, not just State employees.

Article 18 – WAGES

Section 1.

The "Step 1 minimum hourly rate of \$20.00 clause" under the 2023 – 2025 contract will sunset and will no longer remain in force.

Section 3. [First Year Wage Adjustment](#)

Effective July 1, 2025, all salary ranges and rates shall be increased by one and one-half percent (1.5%) rounded to the nearest cent.

Section 4. [Second Year Wage Adjustment](#)

Effective July 1, 2026, all salary ranges and rates shall be increased by one and three quarters percent (1.75%) rounded to the nearest cent.

NOTE: Please realize that the percent wage increase we receive must be off-set by the PPL 0.44%. This means that the offered 1.5% wage increase must be reduced by 0.44%. Your actual wage increase would actually only be 1.06% in 2026, and 1.31% in 2027 under this tentative agreement.

NOTE: The employees Pension contribution was reduced by 0.5% for 2023-2025 as a pilot plan. This 0.5% will return for 2025-2027. You may factor this in as a cost, or you may see it as an additional investment towards your retirement fund. It is actually both.

Section 16. Deferred Compensation

Effective July 1, 2026, an employee may choose to convert some or all of their compensatory time bank up to 2 times during each fiscal year at a time of their choosing using the employee self-service system so long as the total hours converted in a fiscal year do not exceed 150.

Section 18. Incentives Pilot

This program permitting the Appointing Authority to create and use incentive programs for referral, retention, recruitment, or reassignment under the 2023 - 2025 contract will sunset and will no longer remain in force.

Section 20. Student Loan Payment Reimbursement

The Appointing Authority may approve reimbursement for an employee's previously paid student loan payments. Reimbursements shall not exceed \$5000.00 per year, up to \$25,000.00 in total payments per employee. Employees must have been employed by the State at least 1-year in a part-time or a full-time position, who works at least 1,044 hours per year. Except in the case of death or layoff, employees must remain employed by the Appointing Authority for 1 year after receiving a reimbursement payment, otherwise the employee must re-pay payments received the previous year.

Article 19 - INSURANCE

Section 1. State Employee Group Insurance Program (SEGIP)

- C. Dependants
- 2. Children

A dependent child (to age 26) includes:

Biological; legally adopted or placed for adoption; step-child; foster child; *and adds (1) child by legal guardianship, and (2) child placed with employee by court judgment, order, or decree, who is a relative of the child.*

- 3. Grand-children

A grandchild of the employee, up to age 25, unmarried, financially dependent upon the employee, having resided with employee continuously from birth, *and is eligible if claimed as a tax dependent on employee's tax return.*

D. Open Enrollment

1. Frequency and Duration

Adds dental coverage to the health coverage open enrollment period *each year*, effective January 1, 2026.

Office Visit Co-Pays remain the same for each Level:

(L1) \$35 (L2) \$40 (L3) \$70 (L4) \$90

Mental health office visit co-pays decrease for Level 3 & 4:

(L3) down \$10 to \$40 (L4) down \$10 to \$60

A. Employee Life Coverage

Life Insurance and Accidental Death/Dismemberment coverages double in value, depending on employee's annual base salary.

Section 7. Optional Coverages

Adds National Network benefit coverage to the State Dental Plan.

| Premium Rate Changes : As of January 1, 2026 | | |
|---|---------------|---------------|
| <u>Estimated</u> health care Premiums for the upcoming contract: | | |
| Actual Monthly Premium Rates: | | |
| | Single | Family |
| 2025 (current) | \$41.84 | \$285.42 |
| 2026 | \$48.95 | \$333.94 |
| 2027 (estimate) | \$54.24 | \$370,00 |
| <hr/> | | |
| Actual Monthly INCREASE: | | |
| 2026 | + 7.11 | + 48.52 |
| 2027 (estimate) | + 5.29 | + 36.06 |
| <hr/> | | |
| Total over 2 years: | ↑ \$12.40 | ↑ \$84.58 |

Total insurance premiums are projected (estimated) to increase 17.0 % in January 2026, and 10.8 % in January 2027. The insurance companies adjust premiums every January. Employee responsibility (5% employee and 15% dependent) remains the same throughout.

MnDOT SUPPLEMENTAL AGREEMENTS

Article 4 – Hours of Work

Section 1. Winter Maintenance Schedules

Pilot Language that will sunset upon the implementation of the 2027-09 contract:

(2) Two-Hour Shift Adjustment

Upon WRITTEN mutual agreement between the Appointing Authority and the Local Union the language in this section shall be implements PRIOR TO the snow and ice season AND SHALL NOT BE CHANGED DURING THE SEASON UNLESS BOTH PARTIES AGREE.

(3) Turnaround Time

After working for 16 consecutive hours, the employee should be given a minimum of 7.5 hours of rest before returning to work.

(4) Reduction or Increase of Hours

Full-time employees seeking to work less than full-time, and part-time employees seeking to work full-time, may request to do so on a temporary basis not to exceed 6 months, pursuant to mutual agreement between the Appointing Authority and the Employee. The Union will be notified (with employee's name, the duration, and the modification) when the Appointing Authority agrees to temporarily reduce an employee's schedule.

Article 5. Overtime Distribution

Pilot Language that will sunset upon the implementation of the 2027-09 contract:

Snow & Ice Control Operations During the Winter Maintenance Schedule

The Appointing Authority will establish 3 categories for overtime call-out for snow & ice events:

Priority 1 (P1) Priority 2 (P2) Priority 3 (P3).

There will be a pre-season Statewide Snow & Ice Meet and Confer to discuss any changes to the levels. The Appointing Authority shall consider the Union's preference on the classification call-out order and the description of the employee driving priority levels during the pre-season meet and confer.

Overtime call-outs for snow & ice control shall be offered to the most senior qualified employee(s) from the work area within each priority level by class seniority based on shift or strict seniority byn class in the following order: P1 operators; P2 operators; P3 operators.

The overtime work may first be offered to employees then on duty if such overtime is for the immediately subsequent shift. The Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section. Work in progress refers to work to which an employee has been assigned during their normal workday/week and where the individual employee possess knowledge, relationships, and/or skills that are unique and important to accomplishing the work.

Article 21 – Winter Maintenance Schedule Activation Pay

Criteria:

The Appointing Authority activates a winter maintenance schedule for a snow & ice event for an employee's assigned shift during the employee's regularly scheduled workday; and the employee performs winter maintenance snow & ice operation duties for a full winter maintenance schedule activated shift during the pay period.

A weekend shift or a shift on an employee's regularly scheduled day off is not eligible for the winter maintenance schedule activation pay.

Payment:

A one time lump sum payment of \$40 in that pay period. A maximum of one lump sum payment per pay period is allowed. This lump sum will be in addition to the employee's regular pay.

Article 22 – Night Maintenance Premium Pay

\$2.00 per hour for all shifts which start between 7:00 pm and 12:00 am (midnight). This will apply to all hours for the scheduled straight time shift. Premium pay is in addition to the hourly rate of pay and any shift differential that applies.

Master Agreement Article 20

High Visibility Clothing Allowance – Pilot Program

The Appointing Authority shall provide employees, whose major job duties require them to regularly work on the highway right-of-way, a clothing allowance to purchase high visibility clothing related to their work duties, including outerwear, shirts, sweatshirts, that meets the Appointing Authority's standards.

Allowance shall be provided one time per fiscal year, up to \$50.00. Employee will provide receipts before being reimbursed. This provision will sunset upon implementation of the 2027-29 contract.

What You Need to Know About Voting

Our negotiations teams fought long and hard for every proposal to win fairness and common sense for all State employees. They faced a difficult fight which began quite dramatically with management's opening offer of a half-percent (0.5%) wage increase. Management then quickly followed with a \$290 million dollar threat of health insurance cost increases that they wanted to foist upon employees by way of "take-backs"; meaning, those costs would be forced back onto the employees to pay, burdening us while relieving the State of their share of the financial responsibility.

Our Teams held the line on these threats of insurance take-backs. They also fought back on management's proposed freeze on any wage-step increases. Our Teams fought for every dime the State would give us. AFSCME and MAPE joined forces and asked for essentially around 12% over two years; so about a \$2.00 + 4% increase for 2026, and a 6% increase for 2027. At the last minute, the State dropped their two threats and instead offered a wage increase of one and one-half percent (1.5%) (2026) and one and three-quarters percent (1.75%) (2027).

But that's not the whole story. Every employee within Minnesota, including State employees, will be forced to pay a 0.44% premium for the new PPL (Paid Parental Leave) program next year. (See page 3, Article 10 above.) Bottom line, you are being offered a 1.06% increase for 2026, not a 1.5% increase.

You may have heard that this tentative agreement has support from some of the Negotiations Team members, from some of the Negotiations Delegate Assembly members, and from Council 5. By the same token, other members of these groups do not support the terms of this tentative agreement. But in fact, such statements of support are merely pro-forma rhetoric. To be clear, NONE of these groups actually have any sway as to whether or not this tentative agreement becomes our next contract. And here's why

Because we are Unionized. The ONLY people who will decide whether or not the terms of this tentative agreement become our next contract are State Employees who are AFSCME Union Members in good standing (and MAPE Union Members, and all of the other Members from specialized Union organizations). Period. To all of you who are Union Members, THIS IS YOUR CONTRACT. The decision of whether to accept or reject this agreement is exclusively in the hands of MEMBERSHIP, and MEMBERSHIP alone. The most salient reason to be a Union Member is to possess the right to vote on the contract that governs your work environment and the future of your career. So if you are currently not a Union member and you have something to say about the terms of this tentative agreement, then sign a membership card and join your Union now. Non-members can also come to a voting location, sign a membership card onsite, and then you, too, will be allowed to vote. Only Union Members can cast a vote on a contract.

the
UNION
difference

Corporate-funded organizations are trying to get AFSCME members to give up their membership and lose their voice on the job. Declare: I'm Sticking With My Union!

By giving up your Union membership, they know you lose member-only benefits such as:

- A powerful, unified voice in your workplace.
- Ability to vote on your contract.
- Ability to participate and vote for your local Union leadership.
- Collective power to get the strongest wage increases and benefits as possible.
- Solidarity and "people power" in the halls of power to fight for working people.

Corporate-funded organizations like the Freedom Foundation want you to give up your rights in the workplace, so corporations and our employers can take advantage of us as workers. The Freedom Foundation, and its allies, work across the country to reverse policies and laws that benefit working people and directly benefit employers' being able to take advantage of workers.

With your Union membership, you are protected by a collective bargaining agreement with due process rights, the right to representation, and a work family that has your back!

Our Union Membership Proves
The **Union** Difference !

Where and When to Vote

**Members, it's now YOUR TURN
to step up and participate in the process.**

You have options !

1

In-Person Voting begins **Monday, August 4, 2025 and runs through Friday, August 7th.**

There are voting sites located across the State. Your date and time of voting will depend upon your voting location. You'll find the full In-Person Voting Schedule on the Council 5 website in the MemberLink portal.

2

Online Voting is also available. Head to the Council 5 website to access MemberLink. If you don't already have a user name and password for MemberLink, sign-up is quick and easy. You'll then find the voting portal and instructions.

3

Vote by Mail Ballot is also available. Again, head to the Council 5 website for more information on how to cast your vote by U.S. Mail.

**Non-Members may come to the in-person location
and vote after signing a membership card onsite.**

Voting Dates by Location

| MONDAY | TUESDAY | WEDNESDAY | THURSDAY | FRIDAY |
|--|---|---|--|---------------------|
| August 4, 2025 | August 5, 2025 | August 6, 2025 | August 7, 2025 | August 8, 2025 |
| Anoka Bemidji Crookston Golden Valley Grand Rapids Hastings International Falls Itasca Luverne Moorhead Pipestone Rochester Roseville Thief River Falls Tower Walker Windom Worthington | Detroit Lakes Ely Faribault Fergus Falls Hibbing Hutchinson Marshall Minneapolis Vets Oakdale Richfield Silver Bay Staples Stillwater Oak Park Heights Virginia | Alexandria Austin Brainerd Camp Ripley Duluth Hermantown Little Falls Mankato Owatonna Pine Tech Rush City Willmar | Moose Lake Morris St. Cloud St. Peter Winona | New Ulm Red Wing |

Now is the time to stand together with your Union
by showing up to vote.

There is no excuse not to show up and fight for a living wage
for you and your family.

Actions Have Consequences

“Yes” Vote

A “Yes” vote on your ballot indicates that you are voting to accept this tentative agreement as written.

If the majority of the Membership vote yes, then the tentative agreement will move forward for ratification.

- ▶ The agreement takes effect immediately.
- ▶ Back-pay to July 1 will be included in a future paycheck.
- ▶ No need for legislative approval. We fought for and won that change at the Capitol in 2023.

“No, vote to strike” Vote

A “No, vote to strike” vote on your ballot indicates that you are voting to reject this tentative agreement. It signals that you want a better deal than the one being offered.

▶ It does NOT mean that we automatically enter into a strike situation. First of all, there are several intervening required steps to go through before ever reaching a strike. More importantly, a strike cannot occur unless Membership returns to cast their vote on whether or not to strike, so it is not an automatic outcome.

▶ A “No” vote does, however, trigger what is called a strike authorization, which sets in motion the required next steps that must be followed.

▶ First, the parties enter into a “cooling off period”.

▶ Then, the parties must return to the bargaining table and resume negotiations to improve the terms.

▶ If the parties cannot resolve the outstanding issues because neither party is willing to move, an impasse situation may emerge. However, several tools are available to avoid an impasse.

▶ An impasse triggers mediation procedures by a neutral third party whose job it is to persuade the parties to reach a deal.

▶ A strike is the “last best choice” to resolve the impasse. Again, Membership must vote on whether to strike.

This Month's Q&A Contract Tips

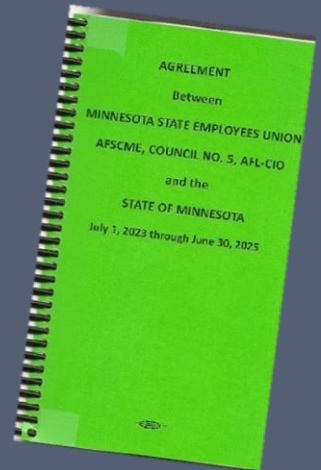
Q : How do I clean up my personnel file?

A : Article 16 lays out the criteria.

Article 16; Discipline and Discharge
Section 7(C) - Removing Materials from File

Upon the employee's request, the following documentation shall be removed from the employee's personnel file:

1. A written reprimand provided that no further disciplinary action has been taken against the employee for eighteen (18) months from the date of the written reprimand;
2. A written record of a suspension of ten (10) days or less provided that no further disciplinary action has been taken against the employee for three (3) years from the effective date of the suspension;
3. A written requirement to provide a medical statement (and any such statements) due to suspected sick leave abuse, provided that the employee has not received such a requirement for one (1) year from the expiration of the previous requirement.
4. A "letter of expectation," which is not discipline, provided that the employee has performed satisfactorily for six (6) months from the date of the "letter of expectation." Upon request, disciplinary letters which have met the contractual conditions of removal from the employee's personnel file shall also be removed from the supervisor's file. A written request to remove a document from a personnel file under this section shall not be placed in the file. Materials removed pursuant to this section shall be provided to the employee



Upcoming Events

Annual Council 5 Delegate Convention

September 25 – 27, 2025

Highway Employee Policy Committee



HEPC Highway Employee Policy Committee

