

August 20, 1999

Jim Monroe
Executive Director
411 Main Street - Room 400
St. Paul, MN 55102

Dear Mr. Monroe:

This letter is to reconfirm the agreement we reached during previous rounds of contract negotiations. The Employer agrees to facilitate the return of Association Presidents to their Appointing Authorities after completing their leaves to serve the Association.

Such facilitation shall include but not be limited to the following issues:

- 1) classification;
- 2) specific position and location; and
- 3) appropriate wage level.

Sincerely,



Paul A. Larson
Assistant State Negotiator
Department of Employee Relations

Letter 1

August 20, 1999

Jim Monroe, Executive Director
Minnesota Association of Professional Employees
411 Main Street
Saint Paul, MN 55102

Dear Jim:

During negotiations for the 1995 - 1997 and the 1997 - 1999 contracts between the State of Minnesota and the Minnesota Association of Professional Employees, the issue of rights of and protections for MAPE employees who perform representation duties and/or file grievances through the Association arose. Such activities include, but are not limited to, work on negotiation teams for the contract, filing or processing grievances, representing employees during investigations and general informational duties as an Association Representative.

The contractual provisions for these activities are listed in the contract in Article 4, Section 3; Article 7, Section 7; Article 8, Section 2; and Article 9, Section 2C. Leaves and release time granted under these provisions are to be considered as approved time away from work. Additionally, Minnesota Statute 179A.06 provides these rights of employees under law and Minnesota Statute 179A.13(1) establishes an unfair labor practice for "... interfering, restraining, or coercing employees in the exercise of the rights guaranteed in Sections 179A.01 through 179A.25."

In sum, the law and the contract provide considerable protection for employees who file grievances or represent bargaining unit members covered by the MAPE contract.

Employees exercising these rights, however, are required to notify and receive approval from their Appointing Authorities prior to taking the necessary and/or contractually provided time off.

I hope this letter serves to delineate protection provisions for your bargaining unit members under both law and contract.

Sincerely,



Paul A. Larson
Assistant State Negotiator
Department of Employee Relations

Letter 2

July 26, 2001

Jim Monroe, Executive Director
Minnesota Association of Professional Employees
411 Main Street
St. Paul, MN 55102

Dear Jim:

Consistent with the mission and needs of the State, the parties recognize the need to maintain a premiere professional workforce and that this is done by retaining highly skilled employees. The Appointing Authority and the Association shall work together to achieve this goal. It is recognized that employees may seek career development training opportunities both within State service and outside State service. Both parties recognize that the taking of college courses, professional workshops, and/or seminars will better prepare an employee to perform his/her current or projected responsibilities or to meet the potential future needs of the State.

The Employer recognizes the Association's commitment to, and support of professional development training. To the extent that the Association sponsors professional development training, the Appointing Authority agrees to review the training curriculum, and at its discretion, approve of the Association sponsored professional development training. If the Appointing Authority approves of the Association sponsored training, the time spent attending the training would be considered as paid leave.

Sincerely,



Paul Larson
Deputy State Negotiator
Labor Relations/Compensation Division

Letter 3

DATE: August 18, 2003

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Carolyn Trevis
Assistant State Negotiator



PHONE: 651-297-3482

RE: Layoffs

As part of the negotiations with MAPE for the 2003-2005 contract, we had extensive discussions regarding the layoff process and the Association's desire to meet with agencies during the layoff planning process. The Association proposed that whenever an agency begins planning for a budgetary layoff, it shall meet with and confer with the Association.

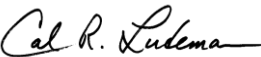
It is my understanding that although agencies are not required to meet with the Association when planning budgetary layoffs, the majority of state agencies are in fact doing so. This has proven helpful to the parties. I recommend that upon request, agencies meet with the Association, to the extent possible, to discuss budgetary layoffs and the effect of such layoffs.

If you have any questions, please contact your Labor Relations representative.

Letter 4

DATE: August 18, 2003

TO: Agency Heads
Personnel Directors/Designees
Labor Relations Directors /Designees

FROM: Cal R. Ludeman, Commissioner 
Department of Employee Relations

RE: Use of State Facilities

The purpose of this memo is to remind agencies about the use of state facilities by the exclusive bargaining representatives for the purpose of meeting with their bargaining unit employees. Our position on this is that unions who want to use state facilities to meet with their bargaining unit employees shall be afforded the same access as other outside groups.

If your agency has permitted employees and outside groups to reserve rooms to participate in meetings or activities that are not specifically sponsored by the state, then employees who request to reserve rooms to meet with the union should continue to be allowed access on the same basis. If, however, your agency or facility is one which would not allow any outside groups to access and use facilities (for example the correctional facilities generally do not allow outside access) then you can decline such requests to use your agency's facilities. Further, if your agency has policies on advance reservation of rooms, you may apply those policies to the unions on the same basis that you apply them to others. Irrespective of your agency's policy on the use of facilities, it is imperative that all of the unions be treated equally.

This instructive is not meant to change your agency's existing practice regarding use of facilities for grievance administration and meet and confers.

Letter 5

DATE: August 3, 2005
TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees
FROM: Carolyn Trevis
Assistant State Negotiator
PHONE: (651) 297-3482
RE: Administrative Procedure 1.2



As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions regarding harassment and the need for procedures for internal resolution of such complaints.

I am writing to remind you of Administrative Procedure 1.2 which provides to agencies some guidelines on harassment. It provides in part:

In order to provide and maintain a productive work environment consistent with merit principles, free of discriminatory practices, and in accord with M.S. 43A.01, subd. 2 (Precedence of Merit Principles and Nondiscrimination) it is necessary to remove and eliminate all forms of harassment. Harassment is a form of discrimination and in general is a display of behavior by one employee toward another employee which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Of particular concern is sexual harassment which is unwelcome sexual advances by an employee toward another employee, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

An employee's submission to such conduct is made either explicitly or implicitly a term or condition of an individual's performance.

An employee's submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual.

If you have any questions, please contact your Labor Relations Representative.

Letter 6

DATE: August 3, 2005

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Carolyn Trevis
Assistant State Negotiator 

PHONE: (651) 297-3482

RE: Single-occupancy lodging – MAPE Agreement

As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions regarding expense allowances and whether agencies are granting employees' requests for single-occupancy lodging when traveling on state business.

The MAPE agreement provides in Article 18 that "employees may request single-occupancy lodging when in travel status. The decision whether or not to grant the request is at the discretion of the Appointing Authority." Due to our continuing needs for flexibility and funding issues, the State did not agree to change this language. However, when such a request for single-occupancy lodging is made, agencies are advised to provide reasons for any denial of the request and such requests should not be unreasonably denied.

If you have any questions, please contact your Labor Relations Representative.

Letter 7

DATE: July 9, 2007

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Carolyn Trevis
Assistant State Negotiator

PHONE: 651-259-3758

RE: Job Audits



As part of the negotiations with MAPE for the 2007-2009 contract, we had discussions regarding job audits and the need for timely completion of such audits.

I am writing to you to again recommend that each agency and its supervisors act on job audits in a timely manner and, to the extent possible, complete them within 120 days. If there is a delay, the supervisor should periodically update the employee as to the reason for the delay and the expected date of completion.

If you have any questions, please contact your Labor Relations representative.

Letter 8

DATE: August 15, 2014

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Marcy Cordes, Assistant Commissioner/State Negotiator
Labor Relations Division



RE: Further Expansion of Sick Leave Benefits

On August 1, 2013, the Minnesota legislature passed a law which expanded employees' entitlement to use accrued sick leave benefits, allowing them to use paid sick leave for reasonable periods of time as the employee's attendance may be necessary due to the illness or injury of the following family members:

- Adult children
- Spouse
- Brother or Sister
- Parent
- Stepparent
- Grandparent

The legislature has since passed further legislation effective August 1, 2014 which now allows employees to use sick leave as the employee's attendance may be necessary due to illness or injury of the following family members in addition to those named above:

- Grandchild
- Father-in-law
- Mother-in-law

In addition, the expanded law also allows employees to use sick leave for the purposes of obtaining assistance or providing assistance to a relative as named above because of sexual assault, domestic abuse or stalking.

As before, this expanded use of sick leave does not require that the persons being cared for live in the employee's household. The employer may limit the use of personal sick leave for the reasons listed above to a cap of 160 hours in any 12-month period.

You are to apply the expanded provisions of the law, as well as the sick leave provisions of the applicable contract/Plan.

If you have any questions, please contact your Labor Relations representative.

Letter 9



June 20, 2017

Chet Jorgenson, Acting Executive Director
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

Re : Subcontracting

Dear Chet:

As part of negotiations with MAPE for the 2017-2019 Agreement, we discussed the issue of contracting and the language in Article 17, Section 7. At the State of Minnesota, professional and technical contracts are overseen by the Materials Management Division of the Department of Administration.

We agreed that upon request, MMB will coordinate a meeting with the Association and appropriate representatives of the Materials Management Division to discuss the process used by state agencies to contract for professional and technical contracts.

Sincerely,

Carolyn J. Trevis
Assistant State Negotiator
Labor Relations Division
MMB

cc: Edwin Hudson
Liz Brady

Letter 10



June 20, 2017

Chet Jorgenson, Acting Executive Director
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

Re: Unclassified Employees

Dear Chet:

As part of negotiations with MAPE for the 2017-2019 Agreement, we discussed issues relating to unclassified employees, including posting, bidding and hiring, conversion of classified positions as well as the ending of unclassified appointments.

We agreed that during the interim period following bargaining, the parties will hold a Joint Labor Management meeting to further discuss these issues.

Sincerely,

Carolyn J. Trevis
Assistant State Negotiator
Labor Relations Division
MMB

cc: Edwin Hudson
Liz Brady

Letter 11



July 5, 2017

Chet Jorgenson, Acting Executive Director
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

Re: Phased Retirement Pilot

Dear Chet:

As part of negotiations with MAPE for the 2017-2019 Agreement, the parties agreed to a pilot program related to phased retirement. The details are outlined below:

Article 16 – Vacancies, Filling of Positions

Section 9 – Phased Retirement Pilot [NEW]

A. Eligibility

Full-time employees at the participating Appointing Authorities listed below who have reached age fifty-five (55) or more, have ten (10) or more years of continuous state service, and have given written notice of their retirement date to the Appointing Authority may be eligible to participate in the Phased Retirement Pilot.

The eligible employee's retirement date must occur in six (6) months or less from the date of the phased retirement request.

B. Implementation

An employee requesting phased retirement shall submit the request in writing to the Appointing Authority. If the Appointing Authority approves the request, the length of the phased retirement period and the work schedule for the employee shall be mutually agreed upon by the employee and the Appointing Authority. However, the phased retirement period shall not exceed three (3) months, unless the employee and Appointing Authority mutually agree in writing to extend the phased retirement period up to a cumulative total of no more than six (6) months. Additionally, the employee's work schedule must be at least fifty percent (50%) time. At the end of the phased retirement period the employee must move to full retirement.

Employees approved for phased retirement shall be entitled to all rights and benefits of full-time employees.

If a request for phased retirement is denied, the Appointing Authority must provide the reason(s) for denial to the employee in writing within ten (10) days.

A. Benefits

The Employer retirement contributions necessary to accrue allowable service credit in the retirement fund during the period of part-time employment shall be paid by the Employer at the same amounts as would have been paid had the employee been employed full-time.

Employees approved for phased retirement shall be eligible for Employer-paid insurance benefits as if the employee were employed full-time. Employee contributions necessary to maintain all benefits as if the employee were employed full-time shall be the responsibility of the employee

B. Expectations

Employees approved for phased retirement are expected to carry out the agreed upon job duties and expectations as outlined in the Phased Retirement agreement form.

C. Participating Appointing Authorities

The following Appointing Authorities have agreed to participate in the Phased Retirement Pilot:

Department of Administration
Department of Agriculture
Department of Corrections
Department of Education
Department of Employment and Economic Development
Department of Human Services
Department of Labor and Industry
Minnesota Management and Budget
Department of Natural Resources
Department of Revenue
Department of Transportation
Department of Veterans Affairs
Board of Water and Soil Resources

Minnesota IT Services at those Appointing Authorities listed above.

Upon advance written notice to the Association, other Appointing Authorities may participate in this Pilot.

D. Effective Dates

The Phased Retirement Pilot will become effective upon implementation of this agreement and will remain in effect through June 30, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read "Carolyn J. Trevis". The signature is fluid and cursive, with a large initial "C" and a distinct "J" and "T".

Carolyn J. Trevis
Assistant State Negotiator
Labor Relations Division
MMB

cc: Edwin Hudson
Liz Brady

Letter 12



July 5, 2017

Chet Jorgenson, Acting Executive Director
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

Re: Vacation Reduction – Pilot

Dear Chet:

As part of negotiations with MAPE for the 2017-2019 Agreement, the parties agreed to this Pilot, Suspension – Equivalent reduction of vacation balance as part of Article 8, Section 3, Disciplinary Action.

The Appointing Authority may, at its discretion, issue a suspension in cases where the employee's attendance at work assists in correcting the performance issue, including attendance, by subtracting vacation hours from the employee's accumulated vacation balance in an amount equal to the amount of a suspension which may otherwise be served away from the worksite.

Under this type of suspension, the employee will continue to work. In order to implement this type of suspension, the employee who is being disciplined must have at least fifty (50) hours of vacation in his/her vacation bank before discipline is issued and the suspension cannot exceed three (3) working days.

This provision would be effective upon implementation of the agreement, and through June 30, 2019.

Sincerely,

A handwritten signature in black ink, appearing to read 'Carolyn J. Trevis'.

Carolyn J. Trevis
Assistant State Negotiator
Labor Relations Division
MMB

cc: Edwin Hudson
Liz Brady

Letter 13

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155
Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: 1-800-627-3529
An Equal Opportunity Employer



Establishing a Career Development and Advancement LMC

The parties agree to establish a special Joint Labor-Management Committee (JLMC) to develop strategies to enhance career development and advancement opportunities for professional employees employed by the State of Minnesota:

1. **Committee Make up:** The committee will be made up of an equal number of Association and Employer representatives, totaling up to fourteen (14) members. The Association representatives shall be appointed by the Association. The Employer representatives, appointed by the Employer, shall include staff from MMB and selected Appointing Authorities.
The parties agree that as appropriate, each party, with advance notice, may invite others with expertise on the topic to a Committee meeting.
2. **Committee purpose:** The Committee will:
 - Identify barriers, best practices, career path options, and educational/training opportunities that could be offered to enhance career development and advancement opportunities for professional employees, which includes examining:
 - Use of the classification system within and across agencies;
 - Methods of advancing employees who have grown their skills and knowledge;
 - The qualification requirements for MAPE positions; and
 - Other strategies the committee believes would aid employees in their career development and advancement.
3. **Timeframe:** One (1) year, with possible extension by mutual agreement.
4. **Final Product:** A report and list of proposed recommendations to be used potentially as a basis for policy changes and/or the negotiation of a Memorandum of Understanding.
5. **Other:** Unless otherwise stated, the provisions of Article 32 of the Agreement between MAPE and the Employer apply to this JLMC agreement.

Signed on the _____ 23rd _____ day of _____ August _____, 2017.

Chet Jorgenson
Statewide President/Acting Executive Director
MAPE

Carolyn Trevis
Asst. State Negotiator
Minnesota Management and Budget