

VOTER INFORMATION BOOKLET ON LANGUAGE CHANGES

ver. 10/26/15

The MAPE Negotiations Team reached a “tentative agreement” on the 2015-17 collective bargaining agreement with the governor’s team on June 26, 2015. The Negotiations Team voted to send this tentative agreement to the MAPE Board of Directors with a recommendation to accept this proposal. The Board of Directors reviewed the tentative agreement on June 26, 2015, and unanimously voted to recommend its acceptance to the membership.

Portions of the tentative agreement have been posted on the MAPE website at www.mape.org.

At least one contract informational meeting has been scheduled in every local to discuss this tentative agreement.

Below is a summary of the changes included in the tentative agreement. This summary is intended to illustrate how the tentative agreement will modify the current (2013-15) contract if ratified by the membership. All proposed changes to the contract are either underlined (indicating that new language has been added) or struck through (indicating that current language has been deleted). Where “no changes” are indicated, the prior contract language remains in effect.

Note: Minor technical and formatting changes may be made prior to printing the new contract.

Summary of Proposed Contract Changes by Article in the Contract with Language Changes Illustrated by Article

General - Date change when the contract is ratified by the members.

Preamble - Date changes when the contract is ratified by the members.

Article 1 - Association Recognition - NO CHANGES

Article 2 - Strikes and Lockouts - NO CHANGES

Article 3 - Dues Deductions - NO CHANGES

Article 4 – Non-Discrimination – Section 4 is modified to include reference to the Respectful Workplace policy, as follows:

Section 4. General Policy. In order to provide and maintain a productive work environment, it shall be the policy of the Employer and the Association to encourage bargaining unit employees, Association Stewards, supervisors, and managers to interact with each other with mutual respect and dignity, recognizing that legitimate differences will arise. Refer to letter dated August 3, 2005 ~~and February 29, 2012~~ located in the ~~Letters~~ section of this contract and HR/LR Policy #1432 Respectful Workplace issued April 10, 2015.

Article 5 – Employer Rights – NO CHANGES

Article 6 – Employee Rights

Section 3 is modified to prohibit management from referencing EAP, ADA or FMLA usage in an employee's performance review.

Section 3. Performance Appraisal. Performance appraisal shall include as a minimum, one (1) annual performance appraisal between the employee and the person(s) designated by the Appointing Authority to review the performance.

Work plans, coaching sessions and letters of expectation are not substitutions for annual performance appraisals.

Each performance appraisal shall indicate the employee's overall level of performance. All performance appraisals shall be signed by the rater, who shall not be a member of the bargaining unit. Employees shall be given the opportunity to sign the performance appraisal but such signing does not indicate acceptance or rejection of the appraisal. The employee shall receive a copy of the appraisal at the time he/she signs it. If the Appointing Authority adds comments to the performance appraisal after the appraisal has been signed by the employee, the Appointing Authority shall notify the employee of the change. The employee shall have thirty (30) calendar days from the date of the receipt of the finalized appraisal to file a written response in the employee's personnel file.

The substantive judgment of the supervisor regarding the employee's performance is not grievable/arbitrable under Article 9. Pursuant to the Minnesota Management & Budget Administrative Procedure 20, an employee may appeal his/her performance rating to the Appointing Authority within thirty (30) days of the official date of rating. The decision of the Appointing Authority is final. At the employee's request, an Association Representative may be present during the appeal meeting(s).

~~There shall be no mention of referrals to the Employee Assistance Program made on the performance appraisal form.~~ The Appointing Authority shall not reference the Employee Assistance Program, ADA or FMLA on the employee appraisal form.

Article 6 – Employee Rights

Section 8 is modified to increase the maximum professional organization dues reimbursement from \$250 to \$350 per year.

Section 8. Membership in Professional Organizations. In each fiscal year, the Appointing Authority may reimburse each employee in the bargaining unit for membership dues paid to professional organization(s) related to the employee's job, up to a maximum of ~~two~~three hundred and fifty dollars (\$~~23~~350.00), provided the Appointing Authority determines that such funds are available. Employees shall request the reimbursement in writing, and the Appointing Authority shall respond in writing within a reasonable period of time. However, the Appointing Authority will not reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of employees with the Employer.

Article 7 – Association Rights – NO CHANGES

Article 8 – Discipline and Discharge – NO CHANGES

Article 9 – Grievance Procedure

Section 2, paragraph C, subparagraph 5 is amended to allow greater Minnesota Association stewards an additional 30 minutes of paid release/travel time to investigate and attend grievances.

5. Release Time. The Association Steward(s) and the grieving employee(s) as specified in 6 below shall be allowed a reasonable amount of time without loss of pay during working hours to investigate and present the employee's grievance(s) to the Appointing Authority. However, reasonable time off without loss of pay shall not include travel time if the travel time to and from exceeds thirty (30) minutes. Notwithstanding the foregoing, the Chief Association Steward and the Chief designee in each greater Minnesota Region shall be allowed up to one hour and thirty minutes travel time for the purposes described herein. The Association Steward(s) involved and the grieving employee shall not leave work or disrupt departmental routine to investigate and present grievances without first requesting permission from their immediate supervisor(s), which shall not be unreasonably withheld. Regardless of the step, any Association steward who is participating as a steward in training must secure time off to participate by use of vacation, compensatory time or leave without pay. Refer to letter dated August 20th, 1999 located in the letters section of this contract, letter number 2.

Article 10 – Vacation Leave

Section 1, paragraph B is amended to give employees moving from a non-vacation eligible position to a vacation eligible position, the option of being credited with up to 40 hours of vacation leave as an advance on their vacation accruals.

Section 6 is modified to increase the vacation and severance pay liquidation threshold from \$200 to \$500. Technical changes also made.

Section 1 changes:

B. Crediting and Use of Vacation upon Entry. Upon entry into State service, an eligible employee shall be credited with forty (40) hours of vacation leave. If a current employee is in State service in a position that is not eligible for vacation is appointed to a MAPE position that is eligible for vacation, he/she shall be credited with forty (40) hours of vacation leave. Such credit shall be reduced proportionately as vacation leave is accumulated. Vacation hours credited upon entry to State service but not offset by accumulated vacation prior to separation from State service shall not be eligible for liquidation. If a current employee in State service is appointed to a MAPE position and that employee has his/her accumulated vacation leave hours transferred, the employee shall not be credited with additional vacation leave hours. Use is subject to Section 3, Vacation Period, of this Article.

Section 6 changes:

Section 6. Vacation Transfer and Liquidation. An employee who transfers from one Appointing Authority to another shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment in whole or in part; however, if an employee moves to a vacation-ineligible position, the accumulated vacation leave shall be liquidated by cash payment. Except for employees who are separated from State service prior to completion of six (6) months of continuous service or those separated due to layoff or death, employees who are separated from State service shall have all unused vacation leave and severance pay as described in Article 13 converted to a MSRS Health Care Savings Plan account. The amount converted will be based on his/her then current rate of pay for all vacation leave and severance pay to his/her credit at the time of separation. Amounts of combined

vacation and severance payments of less than five~~two~~ hundred dollars (\$~~5~~200.00) shall be paid in cash. Employees who are laid off shall be compensated in cash at his/her then current rate of pay for all vacation leave to his/her credit at the time of layoff. However, in no case shall the amount of vacation liquidated exceed two hundred sixty (260) hours except in case of death. Employees who are laid off and are unable to reduce their accumulated vacation below two hundred sixty (260) hours prior to their layoff date shall have hours in excess of two hundred sixty (260) restored to their credit upon reinstatement, recall or reemployment. Upon the mutual agreement of the employee and the supervisor, seasonal employees shall be allowed to liquidate all, none, or a portion of their accumulated vacation balances in cash prior to their seasonal or temporary layoff.

Article 11 – Holidays

Section 2 - technical changes only.

Section 2. Observed Holidays. The following days shall be observed as paid holidays for all eligible employees:

New Year's Day

Martin Luther King Jr. Day

Presidents' ~~Birthday~~Day

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day After Thanksgiving

Christmas Day

Floating Holiday

Article 12 – Sick Leave

Section 3, paragraph A, subparagraph 5 modified to allow unlimited use of vacation and sick leave for initial service dog training. New language also provides employees with the option of being credited with up to 40 hours of vacation leave as an advance on their vacation accruals if needed to attend initial service dog training.

Section 3 is also being reformatted to improve its readability. This includes breaking the section into paragraphs A through D with subparagraphs included under new paragraphs A and B.

Additional substantive changes to Section 3 include:

- allowing unlimited use of vacation and sick leave for initial service dog training and giving employees the option of

being credited with up to 40 hours of vacation leave as an advance on their vacation accruals if needed to attend initial service dog training;

- clarifying that sick leave may be used for the illness or injury of a family member (as defined under state law); and
- eliminating the 24 hour limit on the use of sick leave to accompany a parent to a medical/dental appointment, and referencing “safety leave” as provided under state law.

Section 3. Sick Leave Use. An employee shall be granted sick leave with pay to the extent of his/her accumulation for absences necessitated by the following conditions:

A. Employee.

1. Illness or disability.
2. medical, chiropractic or dental care.
3. Exposure to contagious disease so that his/her attendance on duty may endanger the health of fellow employees or the public.
4. Upon the request of the employee, a birth mother shall be allowed to use six (6) weeks, or more, if certified as necessary by a medical provider, of accumulated sick leave for the birth of a child.
5. ~~Employees with a disability requiring the use of a service dog may use up to forty (40) hours of sick leave to attend the initial training for service dog handling.~~ Employees with a disability requiring the use of a service dog may use sick leave and/or vacation leave to attend the initial training for service dog handling. Employees who do not have sufficient leave accruals to attend the initial training for service dog handling shall be credited with up to forty (40) hours of vacation leave to be used for this purpose. Such credit shall be reduced proportionately as vacation leave is accumulated.

B. Others. Sick leave shall also be granted with pay for the following reasons.

1. Illness of the following persons living in the employee’s household: his/her spouse, dependent children, stepchildren, foster children, (including wards and children for whom the employee is the legal guardian), parents or stepparents for such periods as his/her attendance may be necessary. Sick leave may also be used for the illness or injury of other family members as provided by state law.
2. Illness of a minor child, whether or not the child lives in the employee’s household, for such periods of time as his/her attendance may be necessary.
3. To accompany the employee’s spouse, minor or dependent children, stepchildren, and foster children (including wards and children for whom the employee is the legal guardian), to dental or medical appointments for such reasonable periods as the employee’s attendance is necessary.
4. To arrange for necessary nursing or hospice care for members of the family as described in paragraphs B(1) and B(2) above regardless of the family member’s location of residence. Sick leave for this reason shall be limited to not more than five (5) days.
5. Birth or adoption of a child. Sick leave for this reason shall be limited to not more than five (5) days.
6. With prior notice, an employee may use sick leave to accompany a parent to a medical and/or dental appointment.

See letter dated ~~July 1, 2013~~August 15, 2014 for additional information regarding use of sick leave, including the use of sick leave for additional family members and for safety leave.

C. Safety Leave. Sick leave may be used for safety leave for the employee or the employee’s relatives as provided by state law.

D. Bereavement Leave. The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents and grandparents of the spouse or parents/step parents, grandparents, guardian, children, grandchildren, brothers, sisters, stepbrothers, stepsisters, wards, or stepchildren of the employee. In addition, sick leave, limited to eight (8) hours, shall be granted in the case of the death of a parent of the employee's minor child. The supervisor shall make a reasonable effort to adjust the hours of an employee in order to permit his/her attendance at the funeral of a co-worker.

In no event shall sick leave with pay be granted beyond the extent of an employee's accumulation.

Employee sick leave accruals earned while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to such use.

Article 13 – Severance Pay

Section 1 - technical changes only.

Section 2 - modified to increase the severance pay “cash out” threshold from \$200 to \$500 of combined severance and vacation pay amounts.

Section 1 changes:

Section 1. Eligibility. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation except for discharge for cause from State service. Employees with less than twenty (20) years continuous State service shall receive severance pay upon retirement at or after age 65, death, or layoff, except for seasonal layoff. Employees who ~~retire~~separate from State service for reasons other than discharge after ten (10) years of continuous State service and who are immediately entitled at the time of ~~retirement~~separation to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Severance pay shall be equal to forty percent (40%) of the employee's first nine hundred (900) hours accumulated but unused sick leave and twelve and one-half percent (12½%) of the employee's accumulated but unused sick leave in excess of nine hundred (900) hours times the employee's regular rate of pay at the time of separation.

Employees who have been laid off and received severance pay as a result of the layoff, and are reappointed to state service, are eligible for additional severance pay upon subsequent separation if they meet the eligibility requirements in Section 1. For the purposes of eligibility, continuous service shall include time served since the last date of hire, including the period of layoff.

Employees who separate from state service and receive severance pay as a result of meeting the continuous state service requirement described in Section 1, and are reappointed to state service are considered to have met the continuous service requirement for future severance payment.

Should any employee who has received severance pay be subsequently reappointed to State Service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee's subsequent eligibility for severance pay.

Section 2 changes:

Section 2. Health Care Savings Plan. Employees who, for reasons other than layoff or death, are eligible to receive severance pay will have one hundred percent (100%) of severance pay, as defined in Section 1 above, and one hundred percent (100%) of vacation pay converted to an MSRS health care

savings plan account. Employees who do not meet the requirements for the health care savings plan account, or whose combined severance and vacation pay totals less than ~~five~~two hundred dollars (\$5200) will continue to receive their severance and vacation payments in cash.

Article 14 – Leaves of Absence – – NO CHANGES

Article 15 – Seniority – NO CHANGES

Article 16 – Vacancies, Filling of Positions

Section 3 - modified to allow electronic posting as an exclusive means to post positions, to reduce the posting period from ten to seven calendar days, to waive posting requirements when no one is eligible to bid and prior notice is given to the Association and to allow the Association to post “paper” posting if so desired.

Section 6 - modified to increase the probationary extension period from three months to six with new language requiring supervisors to provide a reason for the extension, meet with the employee and the Association to discuss the extension and to provide the employee with at least one written performance review during the extended probationary period. Note that the regular (non-extended) probationary period remains at six months.

Section 8 - modified to add a reference to section 7. This is not a substantive change.

Section 9 is being eliminated since it is no longer applicable.

Section 3 changes:

Section 3. Job Posting and Interest Bidding. Whenever a vacancy occurs which the Appointing Authority determines to fill, the Appointing Authority shall post the vacancy on bulletin boards in the seniority unit or by electronic posting for a minimum of ~~ten~~seven (7) calendar days or through such procedures as are otherwise agreed to between the Association and the Appointing Authority. ~~Such other procedures may include a method for electronic posting, where available.~~ The job posting shall include: the division, section, classification/class option, employment condition, and location of the vacancy. A copy of the posting shall be furnished to the Association. Upon notice to the Association, the vacancy need not be posted if no one is eligible to bid. The Association may post copies of any electronic postings on their designated Association bulletin board. Permanent non-probationary classified employees in the seniority unit in the same classification/class option may interest bid on the filling of such vacancy by submitting a written application to the Appointing Authority on or before the expiration date of the posting. An employee who is selected for a position through interest bidding shall not be eligible for interest bidding for six (6) months from the date the employee reports to the new position.

For informational purposes only: if a vacancy is canceled during or after its posting period, the Appointing Authority shall post the cancellation.

The posting of a vacancy shall not be required if the Appointing Authority offers the vacancy to a seniority unit employee who has received notice of permanent layoff from the same or a transferable or higher classification.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Interest bids shall be accepted from employees in both classes. Interest bids shall be considered first from employees in the

higher class and if there are no interest bids, shall then be considered from employees in the lower class.

An employee who is away from his/her work location on assignment or approved vacation in excess of seven (7) calendar days, may submit an advance interest bid for individual vacancies posted during his/her absence. The advance interest bid shall indicate the division, section, classification/class option, employment condition and location of the individual position. Such advance interest bid shall be submitted to the Appointing Authority or designee and shall be valid for the period of the absence or four (4) weeks, whichever is less.

At the Appointing Authority's discretion and when adequate time permits, positions in the unclassified service may be posted for ~~ten~~seven (10)7 calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees may notify the Appointing Authority that they wish to be considered for the positions, however, non-selection shall not be grievable under Article 9 of this agreement.

Section 6 changes:

Section 6. Probationary Periods. All unlimited appointments to positions in the classified service except appointments from the Seniority Unit Layoff List shall be for a probationary period of six (6) months; and the Appointing Authority may require a probationary period of six (6) months for transfers, reinstatements, voluntary demotions and appointments from layoff lists other than the Seniority Unit Layoff List. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified employment, or any unpaid leave of absence in excess of ten (10) consecutive working days. Wherever practicable, an employee serving a probationary period shall receive at least one (1) performance counseling review of his/her work performance at the approximate midpoint of the probationary period.

Employees recalled from the Seniority Unit Layoff List who were placed on layoff prior to completion of their probationary period shall be required to complete the probationary period upon return from the layoff.

If the Appointing Authority decides that an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, upon notice to the Association and the employee, the Appointing Authority may extend the period, not to exceed ~~three (3)~~ six (6) months. If the Appointing Authority extends any employee's probationary period, the Appointing Authority shall provide the employee with the reason(s) for the extension. The supervisor shall meet with the employee and the Association to discuss the extension when the employee requests such a meeting. In addition, the employee shall receive at least one performance review at the midpoint of the extension period.

Notwithstanding the above, an incumbent appointed to a reallocated position shall serve a three (3) month probationary period. The Appointing Authority and the Association may extend the probationary period, not to exceed an additional three (3) months.

An employee who is serving a probationary period, except an initial probationary period, and who is not certified by the Appointing Authority shall have the right to be restored to a position in his/her former class/class option and seniority unit.

Employees transferring from one Appointing Authority to another shall be required to serve a new probationary period unless the employee receives prior written notice that the Appointing Authority has waived the probationary period, the duration of which shall not exceed the above stated schedule.

Employees who transfer or promote to a different seniority unit prior to the completion of their probationary period shall complete their probationary period in the previous class on the same date that they successfully complete their probation in the new class. If the employee does not successfully

complete probation in the new seniority unit, the employee shall return to the former class and seniority unit and resume the probationary period at the point it was interrupted.

Section 8 changes:

Section 8. Non-Certification. When an Appointing Authority does not certify a probationary employee, the employee shall have the right to a meeting with the Appointing Authority or designee to discuss the non-certification decision. Upon request, the employee shall have the right to Association representation during the meeting. Non-certification decisions are not subject to the grievance procedure. If non-certified after a trial period, see section 7 above.

Section 9 changes:

~~**Section 9. Promotional Ratings.** Promotional ratings required in conjunction with a selection process shall be prepared for each employee who is a candidate for that selection process in an objective manner by his/her immediate supervisor, unless the immediate supervisor is also an applicant for the same selection process. In that event, the next higher level supervisor shall complete the rating. The rating, along with the reasons therefor shall be discussed with the employee by the rater. The employee is to receive a copy of the rating form, signed by the rater, prior to its being submitted to Minnesota Management & Budget.~~

~~Promotional ratings shall not be prepared or completed by members of this bargaining unit for other employees within the bargaining unit.~~

Article 17 – Layoff and Recall – NO CHANGES

Article 18 – Expense Allowances

Section 2 - modified to increase the motorcycle mileage reimbursement amount from \$.15 per mile to \$.30 per mile.

Section 5 - technical changes were made to subsection D to reflect current rates and eliminate the 2013 schedule.

Section 2 changes:

Section 2. Vehicle Expense. When a State-owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Department records.

When a State-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of seven (7) cents less than the current Federal IRS mileage reimbursement rate on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business.

Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry vehicle insurance coverage beyond that required by law.

Employees shall not receive vehicle mileage reimbursement for commuting between a permanent work location and their home. When a vacancy occurs the posting shall indicate no more than two (2) permanent work locations per appointment. The two (2) permanent work locations shall be within thirty-

five (35) miles of each other. The Appointing Authority shall meet and confer with the Association prior to any changes in multiple work locations which would result in an increase in the commuting distance to the employee's work locations. For the purposes of expense reimbursement for trips to temporary work locations, the Appointing Authority shall designate one (1) primary work location.

When an employee does not report to his/her permanent work location during the day or makes business calls before or after reporting to his/her permanent work location, the allowable mileage shall be:

- (1) the lesser of the mileage from the employee's residence to the first stop or from his/her permanent work location to the first stop;
- (2) all mileage between points visited on State business during the day;
- (3) the lesser of the mileage from the last stop to the employee's residence or from the last stop to his/her permanent work location.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed at the IRS rate plus nine (9) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of ~~fifteen~~thirty (~~15~~30) cents per mile on the most direct route.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty-five (45) cents per mile and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

Section 5 changes:

D. **Reimbursement Amount.**

Except for the metropolitan areas listed below, the maximum reimbursement for meals including tax and gratuity, shall be:

| Meal Rates Effective | Meal Rates Effective |
|--------------------------------------|--------------------------------------|
| Through December 31, 2013 | Beginning January 1, 2014 |
| Breakfast \$ 7.00 | Breakfast \$ 9.00 |
| Lunch \$ 9.00 | Lunch \$11.00 |
| Dinner \$15.00 | Dinner \$16.00 |

For the following metropolitan areas the maximum reimbursement shall be:

| Meal Rates Effective | Meal Rates Effective |
|--------------------------------------|--------------------------------------|
| Through December 31, 2013 | Beginning January 1, 2014 |
| Breakfast \$8.00 | Breakfast \$11.00 |
| Lunch \$10.00 | Lunch \$13.00 |
| Dinner \$17.00 | Dinner \$20.00 |

The metropolitan areas are:

| | |
|---------------|-------------------|
| Atlanta | Baltimore |
| Boston | Chicago |
| Cleveland | Dallas/Fort Worth |
| Denver | Detroit |
| Hartford | Houston |
| Kansas City | Los Angeles |
| Miami | New Orleans |
| New York City | Philadelphia |
| Portland, OR | San Diego |
| San Francisco | Seattle |
| St. Louis | Washington D.C. |

See Appendix L for details related to the boundaries of the above-mentioned metropolitan areas.

The metropolitan areas also include any location outside the forty-eight (48) contiguous United States.

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 19 – NO CHANGES

Article 20 – Insurance

Section 2, paragraph D – technical changes.

Section 3, paragraph B – modified to show that seasonal employees may be eligible for insurance coverage provided the work the required number of hours.

Section 4 – technical and date changes.

Section 5 – modified to require SEGIP to place employees in their current health plan, when the employee fails to participate in open enrollment. This avoids being defaulted into a different plan.

Section 6 - technical and date changes. The out of pocket charges are also changed as follows:

1. Annual First dollar Deductible
 - a. Cost level 1 – current \$75/100 to proposed \$150/300
 - b. Cost level 2 – current \$180/360 to proposed \$250/500
 - c. Cost level 3 – current \$400/800 to proposed \$550/1100
 - d. Cost level 4 – current \$1000/2000 to proposed \$1250/2500

2. Office visits co-pay
 - a. Cost level 1 – current \$18/23 to proposed \$25/30
 - b. Cost level 2 – current \$23/28 to proposed \$30/35
 - c. Cost level 3 – current \$36/41 to proposed \$60/65
 - d. Cost level 4 – current \$55/60 to proposed \$80/85
3. Prescription drug (Rx) co-pay
 - a. Tier 1 meds – current \$12 to proposed \$14
 - b. Tier 2 meds – current \$18 to proposed \$25
 - c. Tier 3 meds – current \$38 to proposed \$50
4. Plan maximum out-of-pocket expenses
 - a. Cost level 1 – current \$1100/2200 to proposed \$1200/2400
 - b. Cost level 2 – current \$1100/2200 to proposed \$1200/2400
 - c. Cost level 3 – current \$1500/3000 to proposed \$1600/3200
 - d. Cost level 4 – current \$2500/5000 to proposed \$2600/5200

Section 7 – modified to increase the in-network dental coverage from the current 60% coverage to a new 80% coverage level. Technical and date changes also made.

Section 2 changes:

D. Continuation Coverage. Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:

- a. termination of employment (except for gross misconduct);
- b. layoff;
- c. reduction of hours to an ineligible status;
- d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
- e. death of employee;
- f. divorce or legal separation; or
- g. a covered employee's ~~entitlement to or~~ enrollment in Medicare.

Section 3 changes:

B. Partial Employer Contribution - Basic Eligibility. The following employees covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the employee's option, a partial Employer Contribution for health and dental coverages if they are scheduled to work at least fifty (50) percent but less than seventy-five (75) percent of the time. This means:

1. Employees who hold part-time appointments and who are scheduled to work at least forty (40) hours but less than sixty (60) hours per pay period for twelve (12) consecutive months.
2. 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.

The partial Employer Contribution for health and dental coverages is seventy-five (50) percent of the full Employer Contribution for both employee only and dependent coverage.

Section 4 changes:

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, ~~2014~~2016. The Employer Contribution amounts and rules in effect on June 30, ~~2013-2015~~ will continue through December 31, ~~2013~~2015.

A. Contribution Formula - Health Coverage.

1. **Employee Coverage.** ~~For plan year beginning on January 1, 2014, for employee health coverage, the Employer contributes an amount equal to one hundred percent (100%) of the employee only premium of the Minnesota Advantage Health Plan (Advantage).~~ Beginning on January 1, 2015, for employee health coverage, the Employer contributes an amount equal to ninety-five percent (95%) of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage for the ~~2014 and 2015~~2016 and 2017 plan years, the Employer contributes an amount equal to eighty-five percent (85%) of the dependent premium of Advantage.

B. Contribution Formula - Dental Coverage.

1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee. However, for calendar years beginning January 1, ~~2014~~2016, and January 1, ~~2015~~2017, the minimum employee contribution shall be five dollars (\$5.00) per month.

Section 5 changes:

Section 5. Coverage Changes and Effective Dates.

A. When Coverage May Be Chosen.

1. **Newly Hired Employees.** All employees hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible employees will automatically be enrolled in basic life coverage. If employees eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year. 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 changes:

2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, ~~2013-2015~~ through December 31, ~~2013~~2015, health coverage under the SEGIP will continue at the level in effect on June 30, ~~2013~~2015. Effective January 1, ~~2014~~2016, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care

procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

1) **Advantage Benefit Chart for Services Incurred During Plan Years [2014 and 2015](#) [2016 and 2017](#).**

| 2014-2015 2016 and 2017 Benefit Provision | <u>Benefit Level 1</u> The member pays: | <u>Benefit Level 2</u> The member pays: | <u>Benefit Level 3</u> The member pays: | <u>Benefit Level 4</u> The member pays: |
|---|--|--|--|--|
| Deductible for all services except drugs and preventive care (S/F) | \$75/150 \$150/300 | \$180/360 \$250/500 | \$400/800 \$550/1100 | \$1,000/2,000 \$1250/2500 |
| Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching | 1) \$18 \$25 2) \$23 \$30 | 1) \$23 \$30 2) \$28 \$35 | 1) \$36 \$60 2) \$41 \$65 | 1) \$55 \$80 2) \$60 \$85 |
| In-Network Convenience Clinics and Online Care (deductible waived) | \$10 | \$10 | \$10 | \$10 |
| Emergency room copay | \$100 | \$100 | \$100 | N/A – subject to Deductible and 25% Coinsurance to OOP maximum |
| Facility copays • Per inpatient admission (waived for admission to Center of Excellence) • Per outpatient surgery | \$100 \$60 | \$200 \$120 | \$500 \$250 | N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum |
| Coinsurance for MRI/CT scan services | 5% | 10% | 20% | N/A – subject to Deductible and 25% Coinsurance to OOP maximum |

| 2014-2015 2016 and 2017 Benefit Provision | Benefit Level 1 The member pays: | Benefit Level 2 The member pays: | Benefit Level 3 The member pays: | Benefit Level 4 The member pays: |
|---|--|--|--|--|
| Coinsurance for services <u>NOT</u> subject to copays | 5% (95% coverage after payment of deductible) | 5% (95% coverage after payment of deductible) | 20% (80% coverage after payment of deductible) | 25% for all services to OOP maximum after deductible |
| Coinsurance for durable medical equipment | 20% (80% coverage after payment of 20% coinsurance) | 20% (80% coverage after payment of 20% coinsurance) | 20% (80% coverage after payment of 20% coinsurance) | 25% for all services to OOP maximum after deductible |
| Copay for three-tier prescription drug plan | Tier 1: \$12 \$14 Tier 2: \$18 \$25 Tier 3: \$38 \$50 | Tier 1: \$12 \$14 Tier 2: \$18 \$25 Tier 3: \$38 \$50 | Tier 1: \$12 \$14 Tier 2: \$18 \$25 Tier 3: \$38 \$50 | Tier 1: \$12 \$14 Tier 2: \$18 \$25 Tier 3: \$38 \$50 |
| Maximum drug out-of-pocket limit (S/F) | \$800/\$1,600 | \$800/\$1,600 | \$800/\$1,600 | \$800/\$1,600 |
| Maximum non-drug out-of-pocket limit (S/F) | \$1,100/\$2,200 1200/2400 | \$1,100/\$2,200 1200/2400 | \$1,500/\$3,000 1600/3200 | \$2,500/\$5,000 2600/5200 |

e. Prescription drugs.

1) Copayments and annual out-of-pocket maximums.

For the first and second year of the contract:

Tier 1 copayment: ~~Twelve dollar (\$12)~~[Fourteen dollar \(\\$14\)](#) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: ~~Eighteen dollar (\$18)~~[Twenty-five dollar \(\\$25\)](#) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: ~~Thirty-eight dollar (\$38)~~[Fifty dollar \(\\$50\)](#) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

Out of pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.

j. Lifetime maximums and non-prescription out-of-pocket maximums. Coverage under Advantage is not subject to a per person lifetime maximum.

In the first and second years of the contract, coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand ~~one-two~~ hundred dollars (~~\$1,100~~[\\$1,200](#)) per person or two thousand ~~two-four~~ hundred dollars (~~\$2,200~~[\\$2,400](#)) per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; one thousand ~~five-six~~ hundred dollars (~~\$1,500~~[\\$1,600](#)) per person or three thousand ~~two hundred~~ dollars (~~\$3,000~~[\\$3,200](#)) per family for members whose primary care clinic is in Cost Level 3; and two thousand ~~five-six~~ hundred dollars (~~\$2,500~~[\\$2,600](#)) per person or five thousand ~~two hundred~~ dollars (~~\$5,000~~[\\$5,200](#)) per family for members whose primary care clinic is in Cost Level 4.

3. Benefit Level Two Health Care Network Determination. Issues regarding the health care networks for the [2013-2017](#) insurance year shall be negotiated in accordance with the following procedures:

- a. At least twelve (12) weeks prior to the open enrollment period for the [2013-2017](#) insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.
- b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the [2012-2016](#) insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.

- c. The decision of the neutral shall be issued within two (2) working days after the hearing.

6. Post Retirement Health Care Benefit. Employees who separate from State service and who, at the time of separation are insurance eligible and entitled to immediately receive an annuity under a State retirement program, shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System’s (MSRS) Health Care Savings Plan. Employees who have a HCSP waiver on file shall receive a two hundred fifty dollars (\$250) cash payment. [If the employee separates due to death, the \\$250 is paid in cash, not to the HCSP.](#) An employee who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Employees are eligible for this benefit only once. _

Section 7 changes:

2. Coverage Under the State Dental Plan. The State Dental Plan will provide the following coverage:

- a. **Copayments.** Effective January 1, [20142016](#), the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

| <u>Service</u> | <u>In-Network</u> | <u>Out-of-Network</u> |
|-----------------------|-------------------------------------|-----------------------|
| Diagnostic/Preventive | 100% | 50% after deductible |
| Fillings | 60% 80% after deductible | 50% after deductible |
| Endodontics | 60% 80% after deductible | 50% after deductible |

| <u>Service</u> | <u>In-Network</u> | <u>Out-of-Network</u> |
|--------------------|-------------------------------------|-----------------------|
| Periodontics | 60% 80% after deductible | 50% after deductible |
| Oral Surgery | 60% 80% after deductible | 50% after deductible |
| Crowns | 60% 80% after deductible | 50% after deductible |
| Prosthetics | 50% after deductible | 50% after deductible |
| Prosthetic Repairs | 50% after deductible | 50% after deductible |
| Orthodontics* | 50% after deductible | 50% after deductible |

*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

Article 21 – Transfers Between Departments – NO CHANGES

Article 22 – Health and Job Safety – NO CHANGES

Article 23 – Housing – NO CHANGES

Article 24 – Wages

Section 2 - modified to update the applicable date.

Sections 3 and 4 - modified to reflect a 2.5% general salary/wage increase on July 1, 2015 and a 2.5% general salary/wage increase on July 1, 2016. Note also that progression steps apply each year of the contract.

Section 2 changes:

Section 2. Conversion. Effective July 1, ~~2013~~2015, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix F-1, except as set forth below. Employees who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new salary range.

In the event the July 1, ~~2013~~2015, maximum rate set forth in Appendix F-1 is equal to or less than the employee’s current salary, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of June 30, ~~2013~~2015.

Section 3 and 4 changes:

Section 3. First Fiscal Year Wage Adjustment. Effective July 1, ~~2013~~2015, all salary ranges and rates for classes covered in this Agreement shall be increased by ~~three~~two and one half percent (~~3-02.5~~%), rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in Appendix E-1. Employees shall convert to the new compensation grid as provided in Section 2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Section 4. Second Fiscal Year Wage Adjustment. Effective July 1, ~~2014~~2016, all salary ranges and rates for classes shall be increased by ~~three~~two and one half percent (~~3-02.5~~%), rounded to the nearest cent. Salary increases provided by this Section shall be given to all employees, including those employees whose rates of pay exceed the maximum rate for their class. The compensation grids for classes covered by this Agreement are

contained in Appendix E-2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Article 25 – Call-In, Call Back and On-Call – NO CHANGES

Article 26 – Work Uniforms – NO CHANGES

Article 27 – Hours of Work and Overtime

Section 1, paragraph B - modified to require management to provide employees with an explanation as to why their flex schedule requests were denied.

Section 1, paragraph F (last sentence) - modified to include a reference to Article 24, section 14. This is not a substantive change.

Section 1, paragraph J - modified to require management to provide employees with an explanation as to why their telecommuting requests were denied.

Section 1, paragraph B changes:

- B. **Flex-time Plans**. The Appointing Authority and the Association may mutually agree to a flex-time plan. Flex-time plans in existence prior to the effective date of this Agreement may be continued. If a request for a flex-time plan is denied, upon request of the employee, the Appointing Authority shall provide the employee the reason(s) for the denial of the flex-time plan request. If the Appointing Authority determines to discontinue flex-time plans, the Appointing Authority shall, upon request, discuss such change with the Association prior to implementation.

Section 1, paragraph F changes:

- F. **Compensatory Bank**. Each Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at a given time, provided the amount is not less than forty (40) hours nor more than one-hundred and twenty (120) hours. Those hours earned in excess of the compensatory bank maximum shall be liquidated in cash.

The compensatory bank shall be liquidated once annually on a date specified in advance by the Appointing Authority. The Appointing Authority and the Association may agree in a meet and confer to carry over all or a portion of the compensatory bank. Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

An employee who is permanently laid off or who accepts a position with another Appointing Authority or a position not represented by the Association shall have unused compensatory time paid in cash at the employee's current rate of pay.

An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at either the average regular rate of pay received by the employee during the last three (3) years of the employee's employment, or the final rate of pay received by the employee, whichever is greater.

Employees may use time in the compensatory time bank at a time mutually agreeable to the employee and the immediate supervisor. A reasonable effort shall be made to honor the employee's request, depending on the staffing needs of the employee's work unit. However, the Appointing Authority may

schedule an employee to use time in the compensatory bank by written notice to the employee prior to the specified scheduled time off.

Each Appointing Authority shall notify the Association within thirty (30) calendar days of the effective date of this Agreement of the maximum amount of hours that may be in the compensatory bank.

For conversion of compensatory time to deferred compensation, see Article 24, Section 14.

Section 1, paragraph J changes:

- J. **Telecommuting Plans.** If a request to telecommute is denied, upon request of the employee, the Appointing Authority shall provide the employee the reason(s) for the denial of the request.

Article 28 – Work Rules – NO CHANGES

Article 29 – Voluntary Reduction in Hours – NO CHANGES

Article 30 – Bargaining Unit Eligible Work Trainees – NO CHANGES

Article 31 – Americans with Disabilities Act

Section 3 - modified to require management to provide the Association with the specific accommodations being offered to employees requiring them.

Section 3 changes:

Section 3. Process. An employee seeking an accommodation shall be provided Association representation at the employee's request. The Association representative and requesting employee shall be allowed release time as provided in Article 9, Section 2(C)5.

While considering employee requests for accommodation, the Appointing Authority shall review other options, including, but not limited to equipment purchase or modification, accessibility improvement and scheduling modifications and/or restructuring of duties allowable under the Agreement, before considering or requesting waiver(s).

If the Appointing Authority believes that an Agreement waiver is necessary, it shall notify the Association's Executive Director and they shall arrange for a Meet and Confer to be held within a reasonable period of time. The Appointing Authority shall inform the Association at this meeting, if not before, of the employee's restriction(s) (subject to each party's confidentiality obligations), the specified accommodations being offered by the Appointing Authority, any article(s) being proposed for a waiver and the manner in which the Appointing Authority proposes to modify the article(s). The Appointing Authority shall consider additional options for accommodations presented by the Association. No less than five (5) working days following the Meet and Confer, the Association shall present any additional options for accommodations. After the Appointing Authority has considered all options, including those suggested by the Association, the Appointing Authority shall notify the Association of its final proposal for accommodation, including any proposals that would require waiver(s) of any article(s) of the Agreement.

The Appointing Authority may waive any provision of the Agreement for the purpose of providing a temporary reasonable accommodation for up to fourteen (14) calendar days after providing notice to the Association of the need for the waiver. The Association Executive Director may extend the period on a case-by-case basis. Any waiver of provisions of the Agreement extending beyond fourteen (14)

calendar days must be in writing and must be agreed to by both the Association and the Appointing Authority.

Article 32 – Labor Management Committee/Meet and Confer Committee

Section 2 - modified to include “parking” as a specific “meet and confer” topic.

Section 2 changes:

Section 2. Committee. The Committee shall be composed of a mutually agreed upon number of representatives from the Employer and the Association. The Committee shall meet at least monthly or as mutually agreed.

The purpose of the Committee shall be to identify and address issues of mutual concern, including but not limited to: child care, safety (including state provided vehicles), sick leave and severance, employee assistance program, health insurance, employee initiated training, Appointing Authority initiated training, local concerns, parking, sexual harassment, expenses (home offices and equipment, travel, etc.) and the Family and Medical Leave Act (FMLA). However, committee meetings shall not be considered or used for negotiations, nor shall they be considered or used as a substitute for the grievance procedure.

The Committee shall have the right to establish subcommittees on specific issues including but not limited to a subcommittee on laboratory safeguards relating to the handling of materials containing infectious diseases. These subcommittees may include Employer and Association representatives not on the full committee, and may include members from other exclusive representatives. The full committee shall be responsible for coordinating the activities of the subcommittees which shall keep the full committee informed of its actions.

Employees shall be in pay status for the time required to participate in Local and Statewide Labor Management Committees and meet and confer meetings.

Article 33 – Savings Clause – NO CHANGES

Article 34 – Duration – The dates will be modified to reflect the new contract term of July 1, 2015, through June 30, 2017. Signatures will also be updated.

Appendix A – Vacation – NO CHANGES

Appendix B – Holidays – NO CHANGES

Appendix C - Sick Leave – NO CHANGES

Appendix D – Seniority Units – State Operated Services (SOS) is changed to Direct Care and Treatment (DCT) (name change only).

Appendix E-1 – Compensation Grids 14B, 14F, and 14G (year 1 of the contract) are amended to reflect the new salary increases in Article 24.

Appendix E-2 – Compensation Grids 14B, 14F, and 14G (year 2 of the contract) are amended to reflect the new salary

increases in Article 24.

Appendix F-1 – Classes and Salaries (year 1 of the contract) are amended to reflect the new salary increases in Article 24.

Appendix F-2 – Classes and Salaries (year 2 of the contract) are amended to reflect the new salary increases in Article 24.

Appendix G – Supplemental Agreements

Only the supplemental agreements with changes are included here. This includes the Minnesota State Lottery, MNSCU, DNR, Bureau of Criminal Apprehension (part of DPS), and MN.IT. All other supplemental agreements remain unchanged.

K. MINNESOTA STATE LOTTERY

LUNCH REIMBURSEMENT. Article 18, Section 5.B. shall be supplemented and/or modified as follows:

For purposes of calculating mileage eligibility for a noon meal, a Lottery Sales Representative (LSR) assigned a state van shall be considered to have a permanent work station at home if he/she resides within the assigned territory. If the LSR does not reside within his/her assigned territory, the permanent work station shall be the nearest border entry to the territory from the LSR's home. Retail locations within an LSR's assigned territory shall not be considered temporary work stations for application of this contract provision.

HOURS OF WORK AND OVERTIME. Article 27 shall be supplemented and/or modified as follows:

For the purpose of calculating hours of work, a Lottery Sales Representative (LSR) assigned a state van shall be considered to begin working hours when he/she leaves the permanent work station and to end working hours when he/she returns to the permanent work station. For the purpose of calculating hours of work, the permanent work station of an LSR assigned a state van shall be the LSR's home if he/she resides within the assigned territory or at the nearest border entry to the territory from the LSR's home if he/she does not reside within the assigned territory.

In the case of unsafe road or driving conditions and to the extent work is available that can be done from the LSR's regional office or home, it is in the best interest of the Lottery and its employees to allow LSR's to work from their regional office or home. With the input of Lottery LSR's, regional managers shall determine the character and amount of work that can be done from the LSR's regional office or from home on a case-by-case basis. In the event of unsafe road or driving conditions, and only after obtaining express approval from their regional manager, LSR's shall be permitted to work from their regional office or from home to complete work that can be done from the LSR's regional office location or from home. In the event the unsafe road or driving conditions continue beyond the amount of time approved by the LSR's regional manager to complete work that can be done from the LSR's regional office or home, the LSR may elect to stay or return home. If the LSR elects to stay or return home and the Lottery Director or his/her designee determines it was reasonable to stay or return home, the Lottery will work with Minnesota Management and Budget to determine whether emergency pay is available. The LSR who stays or returns home, however, acknowledges that emergency pay is not guaranteed and the LSR may be required by the Lottery to use appropriate leave as approved by Lottery Management.

VEHICLE EXPENSE. Article 18, Section 2 shall be supplemented and/or modified as follows:

Any LSR assigned a state van who does not currently reside within his/her territory shall not be charged for "commuting" miles. Any LSR assigned a state van in the future who does not reside within his/her territory due to reassignment, realignment, or any other action taken by the State Lottery at its discretion shall not be charged for "commuting" miles. Any LSR assigned a state van who resides within their territory shall not be charged for "commuting" miles.

FLEXTIME SCHEDULE a. ~~Article 17, Section 9(A)2~~ Article 27 section 1 A and B shall be supplemented and/or modified as follows:

POLICY

It is the policy of the Minnesota State Lottery to provide a flextime scheduling plan for its employees so long as the plan and individual schedules within the plan are consistent with the requirements of the Lottery and the provisions of applicable collective bargaining agreements or plans established pursuant to M.S. 43A.18, and do not adversely affect the Lottery's ability to achieve its goals and objectives. Flextime will benefit both the Lottery and the employees by providing opportunities for:

1. expanded hours of service to the public;
2. better utilization of office facilities or equipment;
3. uninterrupted work time;
4. greater productivity as a result of greater employee job satisfaction or accommodation of an individual's peak performance time during the day;
5. greater employee control over their work time and their personal and family life needs as well as those of the job; and
6. reduced costs to the state.

Under flextime scheduling, employees have the opportunity to request an adjustment to their work schedule so long as it does not result in payment of overtime and is consistent with the requirements of law, collective bargaining agreements/plans, and Lottery policy.

Management retains the authority for approving, modifying, denying or terminating individual schedules when, in management's judgment, they affect service to clients, or the operation of the Lottery, its divisions, offices, activities or work units.

DEFINITIONS

BAND WIDTH is the specific period of each day within which flextime schedules will be allowed. The Lottery has established 6:00 a.m. as the earliest possible starting time and 7:00 p.m. as the latest possible ending time.

CORE TIME is the specific period of each day when all full-time employees are required to be at work. The core time for the Lottery is 10:00 a.m. to 2:30 p.m. for normal or flextime work schedules.

FLEXTIME, for purposes of the Lottery, means a plan of alternative work schedules available to employees upon request and supervisory approval. Flextime consists of recurring and predictable schedules, consecutive hours in each workday, and additionally, for full-time employees, the band width, the core time, and 40 hours of work each work week.

NORMAL OFFICE HOURS are the hours from 8:00 a.m. to 5:00 p.m. each work day when the Lottery's offices will be open and staffed to provide services to clients.

NORMAL WORK DAY consists of no more than 10 hours of work within a 24 hour period, exclusive of an

unpaid meal period.

NORMAL WORK WEEK, for purposes of flextime scheduling, shall start at the middle of the workday of Friday and continue through the middle of the workday of the following Friday.

WORK UNIT consists of a group of employees all of whom are immediately supervised by the same supervisor.

SCHEDULES

The flextime scheduling plan is designed to accommodate schedules which consist of the following:

1. work schedules for full-time employees within the band width;
2. work schedules for full-time employees which include the core time;
3. work schedules for part-time employees which accommodate the needs of the work unit and the employee;
4. unpaid meal, periods of 30 minutes, 45 minutes, or 60 minutes in length at approximately the midpoint of the work day.

Potential work schedules available under this flextime policy and plan include, but are not limited to the following (each must total 80 hours in a biweekly pay period):

- four days worked each week, ten hours worked each day;
- four days worked with nine hours and one day worked with four hours each week;
- four days worked with nine hours in one week; four days worked with nine hours and one day worked with four hours in the other week;
- combinations of five work days in each week that are between 6 and 9 hours in length.

IMPLEMENTATION

The Lottery's Flextime Policy and Plan is effective immediately. Upon implementation of the flextime plan, work schedules of all employees will be posted, if required by collective bargaining agreement, or maintained by the Personnel Office and/or the immediate supervisor.

Any employee who is currently working on an approved schedule may continue that schedule unless management of the Lottery changes that schedule in accord with the provisions of the applicable collective bargaining agreement or plan. Any employee who wishes to change his/her current schedule should initiate the following procedures.

PROCEDURE

1. The employee shall submit a written request for a specific schedule to his/her immediate supervisor at least 14 calendar days prior to the date the new schedule would go into effect, if approved.
2. The immediate supervisor shall review the request and determine to approve or deny the request taking into consideration at least the following factors:
 - a. Benefits to be gained as outlined in the above policy statement;
 - b. Adverse effects which might result from the requested schedule;
 - c. Requests for flextime schedules from other employees of the work unit;
 - d. Duties and responsibilities of the employee's position and whether they can be effectively and

- efficiently performed during the requested schedule;
- e. Level of staffing and supervision necessary at various times of the work day and week to ensure that the work unit's activities are accomplished effectively and efficiently;
- f. Level and quality of service provided to the work unit's customers;
- g. Schedule of other employees within the activity area, office, division or Lottery with whom the requesting employee or the work unit must coordinate activities;
- h. Additional costs or liabilities to the Lottery which would result from the requested schedule; and/or
- i. Any other considerations as appropriate to the work unit.

3. If there are conflicting requests from employees and the needs of the work unit require that not all requests may be approved, the supervisor will approve (if all other factors indicate approval) the request submitted by the employee with the most state seniority. Should conflicts still exist, they will be resolved by lot. No request may be unreasonably denied.

4. The immediate supervisor will provide the employee with written notice and explanation of the decision within 7 calendar days of receipt of the request. A copy of the supervisor's decision must be provided to the Personnel Office.

WORK SCHEDULE CHANGES

Management initiated changes in an employee's permanent schedule will be made in accord with applicable collective bargaining agreements or plans, provided that an employee will be given written notice of the change at least 14 days in advance of the effective date.

Employee initiated requests for a permanent schedule change will be in accord with the procedure contained in this document provided that an employee's request to change his/her approved work schedule will not be approved if it would adversely affect the approved schedule of another employee.

Upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be altered for a duration of no more than 14 consecutive calendar days at a time without regard to the above provisions.

APPEALS

An Employee may appeal with the right to union representation the decision of an immediate supervisor to deny, modify or revoke a flextime schedule to the second level supervisor who shall respond in writing and, if not resolved, to the division head or designee who shall respond in writing. The decision of the division head or designee is final and may not be grieved under the grievance provisions of the applicable collective bargaining agreement or plan unless the action giving rise to the appeal is a violation of a specific provision of that collective bargaining agreement or plan.

M. MINNESOTA STATE COLLEGES AND UNIVERSITIES (MNSCU)

- I. **UNCLASSIFIED EMPLOYEES AS PER MS 43A.08, Subd. 1 (9) (excluding Customized Training Representatives)**. Article 8, Discipline and Discharge; Article 9, Grievance Procedure; Article 16, Vacancies, Filling of Positions; and Article 17, Layoff and Recall; shall be supplemented and/or modified as follows:
 - A. Employees who have more than one year of continuous employment (without a break in service) in a single MnSCU Academic Professional position in the series (a position in the same class/option and same seniority unit) that is a minimum of fifty percent (50%) of a full-time equivalent position in state service shall:

1. be eligible for all rights under Article 8, Discipline and Discharge, including “just cause” and access to the arbitration level of the grievance procedure;
 2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force or if he/she meets any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;
 3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force;
 4. be given, at minimum, forty-five (45) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force; and
 5. upon involuntary separation due to reduction in force, have the right to express interest for any MAPE unclassified vacancies posted within MNSCU for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority’s Human Resource Director prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.
- B. Unclassified employees who change class or class option, or who move to another MnSCU Appointing Authority, shall be subject to a mandatory six (6) month period of service without the provisions of I.A. above. However, by prior written notice from the Appointing Authority, the mandatory period of service may be eliminated or set at any length of time from zero (0) to twelve (12) months. An employee who does not successfully complete the mandatory period of service shall have the following options:
1. Return to the former position if vacant or occupied by a temporary unclassified employee and if agreed to by the Appointing Authority.
 2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.
- If the employee is not reappointed under options 1 or 2, the employee’s employment may be terminated.
- C. Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees shall notify the appointing authority that they are interested in the positions by written notice to the Appointing Authority’s Human Resources Manager prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. All employees (including those with less than one year of service) shall be eligible for this provision.
- D. **Unpaid Leaves of Absence – Unclassified Employees.** Leave may be granted to any unclassified employee, at the discretion of the Appointing Authority, to accept a temporary position in another unclassified or administrative position within the Minnesota State Colleges and Universities. All terms and conditions of the leave shall be placed in writing prior to the commencement of the leave and a copy of the written agreement shall be provided to the Association.

II. **CUSTOMIZED TRAINING REPRESENTATIVES**

- A. **WAGES.** Article 24, Wages of the Master Agreement shall be modified as follows:
1. Placement at a rate within the range for new hires is at the discretion of the Appointing Authority.
 2. Across-the-board increases shall be granted as per the Master Agreement.
 3. Employees shall be eligible for annual progression increases and incentive bonuses in accordance with the current MnSCU Human Resources Guideline & Interpretation procedure #CMP005 Customized Training Representative Compensation. No progression increase shall be less than three and one-half percent (3 1/2%). Bonus or incentive programs may be instituted at the discretion of the Appointing Authority. The Association shall be notified of changes to these programs, if possible thirty (30) days prior to the effective date of the

changes. Bonuses, when added to the base pay, may cause the total compensation to exceed the salary range.

B. PERFORMANCE GOALS. Article 6, Employee Rights; and Article 24, Wages shall be modified as follows:

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set two levels of annual goals and objectives. Progress toward meeting the goals and objectives should be reviewed with the employee periodically throughout the fiscal year.
2. Level one goal(s) and objective(s) shall establish the level of performance necessary to determine continuance of employment and progression increases for the next fiscal year.
3. Level two goal(s) and objective(s) shall be set to determine the exceptional performance standards for incentive bonuses for the next fiscal year.

C. DISCIPLINE AND DISCHARGE OF EMPLOYMENT. Article 8, Discipline and Discharge; and Article 9, Grievance Procedure shall be modified as follows:

1. The basis for discipline, including discharge, shall not be arbitrary or capricious.
2. The employee may appeal the discipline or discharge up to and including the college president. The appeal meeting may include the employee and his or her Association representative(s). The college president shall have the right to sustain or dismiss actions of discipline and/or discharge. Such decision(s) of the college president shall be final and not grievable.

D. INVOLUNTARY SEPARATION DUE TO A REDUCTION IN FORCE. Article 17, Layoff and Recall shall be modified as follows:

1. Customized Training Representatives who have served for three (3) or more years without a break in service in a single Customized Training Representative position within the same seniority unit, that is a minimum fifty percent (50%) of a full-time equivalent position, and who are involuntarily separated from their position due to a reduction in force shall be eligible for the following benefits.
 - a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated or if he or she meets any of the other eligibility provisions of Master Agreement, Article 13, Severance.
 - b. Customized Training Representatives shall be eligible for six (6) months of Employer Contribution toward their health and dental insurance following their date of involuntary separation.
 - c. Customized Training Representatives shall be given a minimum of forty-five (45) calendar days notice prior to their last day of work due to an involuntary reduction in force.
 - d. Customized Training Representatives who are involuntarily separated shall be allowed to express interest for any permanent unclassified vacancies posted within MnSCU for a minimum of six (6) months following the date of their involuntary separation. Customized Training Representatives shall notify the Human Resource Director prior to the application deadline. If the Customized Training Representative meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.

III. SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS

A. Pursuant to Minnesota Statutes Sections 354C.11, 354C.12, and 356.24, the Employer shall deduct for eligible employees an amount equal to five percent (5%) of the annual salary for each eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to one thousand seven hundred dollars (\$1,700) to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. The employer shall make a contribution in an amount equal to the deductions made from the employee's salary. Deductions shall begin in the fiscal year following the employee's eligibility as outlined in Section III B. below.

B. Eligible employees for the purposes of this section are those who:

1. occupy positions designated by MnSCU in the academic unclassified service under the provisions of Minn. Stat. Section 43A.08, Subd. 1(9), including Customized Training Representatives; and

2. have completed two (2) years of full-time unclassified service within MnSCU as outlined in the DCR Plan document.

IV. **SIGN LANGUAGE INTERPRETERS**

The Appointing Authority shall, at the request of employee(s), discuss the need for “preparation time,” taking into consideration the range of duties, the needs of the student, and the interpreter’s experience with the subject matter, on a case-by-case

V. **SENIORITY**

Article 15, Seniority, of the Master Agreement shall be supplemented and/or modified as follows:

A. Academic year breaks shall not constitute a break in continuous service.

VI. **INSURANCE**

Article 20, Insurance, of the Master Agreement shall be modified as follows:

A. Employees who were eligible for and received a full or partial employer insurance contribution from a Technical College or member school district prior to July 1, 1995, shall be eligible for the full or partial State contribution based on the following hours of work: Full contribution - at least 1,155 hours per year; Partial contribution - at least 770 hours per year.

B. An employee who was eligible for and participating in a health, dental or life insurance program provided through their Technical College employment as of June 30, 1995, shall remain eligible to participate in the State group (at the employee’s expense) even if the employee does not work sufficient hours to qualify under this Supplemental Agreement.

C. All other employees receive insurance as per the Master Agreement.

VII. **TUITION WAIVER**

Full-time unlimited, full-time seasonal, part-time unlimited and part-time seasonal employees, classified and unclassified, shall upon completion of three (3) years of continuous employment (without a break in service) in the MnSCU system be entitled to enroll on a space-available basis in credit courses without paying tuition. The employee will pay all applicable fees. Such enrollment shall not exceed twenty (20) semester credits per year. For purposes of tuition waiver, the year is considered to run from the start of the fall session through the end of the summer session. Employees of a State University may have tuition waived at any State University. Employees of a Community College or Technical College or co-located College may have tuition waived at any Community College or Technical College or Co-located College. Employees of the MnSCU System Office may have tuition waived at any State University, Community College, Technical College, or Co-located College by making a choice once each contract period to use the tuition waiver for one of the various systems. The employee’s spouse or dependent children may share this right up to sixteen (16) credits.

The tuition waiver benefit shall not apply to any courses that are part of an applied doctorate program.

VIII. **VACATION**

Article 10, Vacation Leave, shall be modified as follows:

Seasonal employees may use vacation on non-scheduled work days within their season and, at the discretion of the Appointing Authority, employees may use accumulated vacation prior to and/or after their first and last scheduled work days each fiscal year. Additionally, year-round employees who are full-time part of the year and part-time for part of the year may, at the discretion of the Appointing Authority, use vacation time to bring their hours of work up to 40 in weeks where they are not so scheduled. The amount of vacation used under this provision shall not exceed the maximum number of hours specified in Article 10 Vacation, Section 6 Vacation Transfer and Liquidation.

IX. **HOLIDAYS**

Article 11, Holidays, shall be modified as follows:

A. **HOLIDAY ACCRUAL.** Holiday pay shall be computed based on the average number of hours the employee was in payroll status (including hours worked, paid vacation, paid sick leave, compensatory time off, or paid leave of absence) in their previous three (3) pay periods (excluding pay periods containing a holiday or an academic break/seasonal time off). Eligible employees who

normally work less than full-time shall have their holiday pay prorated using the above criteria and schedule set forth in Appendix B.

- B. **SUBSTITUTE HOLIDAYS.** After consultation with the Association, College or University administrators may designate a substitute holidays for those listed in Article 11 of the Master Agreement in order to conform with their academic calendars. The college or university shall notify the executive director of the Association of change via regular or electronic mail.

X. **SEASONAL MEMORANDUM OF UNDERSTANDING**

1. **Definition of an Academic Year Seasonal Employee.** An academic year seasonal employee is an employee whose season is equal to the length of the academic year as established by the college/university administration plus, at the administration's discretion, a maximum aggregate total of four (4) weeks before or after the established academic year begins and ends. Such employees shall be considered to have an employment condition of seasonal part-time or seasonal full-time. Academic year seasonal employees are expected to return to work each year.

2. **Summer Employment.** When there is a need for summer work, a separate intermittent unlimited position shall be established. Intermittent unlimited positions established for this purpose will be ongoing and will be posted/filled in accordance with the Master Agreement. Intermittent employees shall be scheduled as needed and acceptance of an intermittent position will not guarantee summer employment in subsequent years. An academic year seasonal employee appointed concurrently to an intermittent unlimited position shall be covered by the MAPE agreement and shall receive paid holidays and accrue vacation and sick leave consistent with the Master Agreement during the intermittent employment.

3. **Employee Notice.** During spring session of each academic year, each seasonal employee shall be provided, in writing, with notice of their schedule for the next academic year, including the start and end dates, seasonal breaks, scheduled holidays and the number of days before or after the academic year that may be used for vacation, compensatory time or alternate holidays. The written notice referenced above shall be provided at least fourteen (14) days prior to the end of the employee's season and shall be in lieu of the seasonal layoff and recall provisions of Article 17, Section 4.

4. The parties agree that employees shall continue to be eligible for insurance benefits during seasonal breaks as provided in Article 20, Section 3D of the Master Agreement.

XI. **STAFF DEVELOPMENT JOINT TASK FORCE**

A joint taskforce shall be established and composed of eight (8) representatives of the Appointing Authority and eight (8) employee representatives selected by MAPE. The joint taskforce shall be convened by MnSCU Labor Relations and shall be charged with discussing MAPE's participation in planning for individual staff development and campus-wide training. This may include joint participation with other union's activities. The time spent working on this taskforce by MAPE employees shall be paid release time.

XII. **GRIEVANCE PROCEDURE**

Article 9 of the Master Agreement shall be supplemented and/or modified as follows:

1. After Step 2 and prior to an appeal to arbitration, a Step 3 will be held. Within fourteen (14) calendar days following the receipt of a grievance appealed in writing from Step 2, the system office's Department of Employee Relations shall arrange a meeting with the Association in an attempt to resolve the grievance.

Within fourteen (14) calendar days following this meeting, the MnSCU system office shall respond in writing to the Association stating the system office's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may, within thirty (30) calendar days after the written answer is given or due, appeal the grievance to arbitration by written notice to the Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator). Any grievance not referred in writing by the Association to arbitration within thirty (30) calendar days after the system office's written answer is given or due shall be waived.

XIII. Vacancies, Filling of Positions

Article 16, Sections 3 and 4 are modified as follows:

Permanent non-probationary classified employees from any MNSCU Appointing Authority in the same classification/class option may interest bid on the filling of such vacancy by submitting a written application to the appointing authority on or before the expiration date of the posting.

XIV. Layoff and Recall

Layoff and Recall

Article 17, Sections 3.A.4a – Layoff Options and 5 – Claiming shall be modified as follows:

Employees whose only option is to bump may request to transfer to a non-temporary classified vacancy within another MNSCU Appointing Authority in the same, transferable or lower class (or class option) for which they are determined to be qualified by the Employer.



Minnesota
STATE COLLEGES
& UNIVERSITIES

OFFICE OF THE CHANCELLOR

WELLS FARGO PLACE
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ST. PAUL, MN 55101-7804

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March 5, 2012

Ms. Kelly Ahern
Business Agent
Minnesota Association of Professional Employees
3460 Lexington Avenue North
Shoreview, MN 55126-8072

RE: Meet and Confer – Shared Services

Dear Kelly,

Per our discussions during supplemental negotiations today, this letter is to codify our agreement that the Minnesota State Colleges and Universities will agree to a meet and confer.

The purpose of the meet and confer will be to discuss the effect on bargaining unit 214 employees resulting from the MnSCU systems efforts to explore increased usage of shared services opportunities between its institutions.

Sincerely,

Jeffrey O. Wade /s/

N. DEPARTMENT OF NATURAL RESOURCES

1. HOURS OF WORK AND OVERTIME.

Article 27, Section 1, shall be supplemented as follows:

COMPENSATORY BANK. The DNR may establish the maximum amount of hours that may be in the compensatory bank at a given time for each division or bureau provided the amount is not less than forty (40) hours nor more than one-hundred and twenty (120) hours. Those hours earned in excess of the compensatory bank maximum shall be liquidated in cash.

The compensatory bank may be liquidated once annually by division or bureau with at least 60 calendar days advance notice to the Association. Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

Article 27, Section 3, shall be supplemented as follows:

- A. **OUT-OF-STATE FIRE FIGHTING.** Overtime will be paid in cash at the rate of time and one-half for out-of-state fire fighting provided the out of state jurisdiction, state or federal, pays similar professional employees at the rate of time and one-half for fire fighting work on the same fire.
- B. **IN-STATE FIRE FIGHTING, DNR JURISDICTION.** Hours worked on wildfire fire fighting activities will be paid in cash at the appropriate overtime rate under Department of Natural Resources Operational Order 93, and any revisions thereof except for Division of Forestry employees who shall be excluded from this provision and shall be compensated per Article 27 of the Master Agreement.

The Appointing Authority shall provide no less than forty-eight (48) hours notice to the Association, and the affected employee(s), prior to the establishment of set schedules when initiating, extending, or ending the fire season.

- C. **IN-STATE FIRE FIGHTING, FEDERAL JURISDICTION.** Overtime will be paid in cash at the rate of time and one-half for in-state fire fighting federal jurisdiction, provided the federal jurisdiction pays similar professional employees at the rate of time and one-half for fire fighting work on the same fire.
- D. **ASSIGNMENT TO OTHER OUT-OF-STATE EMERGENCY INCIDENTS.** Overtime will be paid in cash at the rate of time and one-half for out-of-state emergency response assignments (including natural and man caused disasters) provided the out- of-state jurisdiction state or federal, pays similar professional employees at the rate of time and one-half for working on the same incident.

2. UNIFORMS. Article 26 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who are required to wear uniforms as a condition of employment under DNR Operational Order #33 and any revisions thereof shall be furnished a basic issue of such uniforms by the Appointing Authority in their first year of employment.

For employees designated as Occasional Uniform Use - Group 1, whose uniform components are rendered unwearable in the line of duty shall, with the supervisor's approval, have the unwearable uniform item replaced without cost.

Notwithstanding the provisions of Article 26, Section 1, beginning in the second year of their employment, professional employees of the DNR, except Seasonal Naturalists, may use their uniform allotment of one hundred fifty dollars (\$150.00) annually to purchase replacement uniform items. Seasonal Naturalists' uniform allotment shall be ninety dollars (\$90.00), beginning in their second year of employment. If price of parkas and three- season jackets fluctuate by size and by twenty dollars (\$20.00) or more per individual item, the Appointing Authority shall supplement the uniform allotment by the amount of the actual difference in cost that exceeds the regular price.

The Association President shall appoint a member of the Department Uniform Committee.

3. **SENIORITY.**

CLASS SENIORITY. Article 15, Section 1(B) shall be supplemented and/or modified as follows:

Employees who have served at least four (4) continuous years in an unclassified position in the Department and who are appointed after June 30, 1985, to the same classification in the classified service shall have all uninterrupted service in the unclassified position in the department credited toward classification seniority. The crediting of unclassified service shall not be granted until such time as the employee is appointed to the classified service.

SENIORITY ROSTERS. Article 15, Section 3 shall be supplemented and/or modified as follows:

No later than November 30 and May 31 of each year, the DNR shall prepare and post a current seniority roster on the DNR Intranet. The roster shall list each employee in the order of Classification Seniority; and reflect each employee's date of Classification Seniority, date of State Seniority, and class title and date for all classes in which the employee previously served. The roster shall also identify the type of appointment if other than full-time unlimited, and shall include the class option, if any.

4. **SENIORITY AND LAYOFF AND RECALL.** (Forestry) Article 15, Section 3 and Article 17, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

These provisions shall apply to the following:

Employees of the Forestry Division in the obsolete classifications of NR Specialist 1, NR Specialist 2, NR Forestry Staff Specialist, NR Forestry Soil Specialist, and NR Senior Staff Specialist (Forester) who were reclassified effective October 11 and 12, 1989.

A. **SENIORITY.** After class seniority has been adjusted according to DNR Supplement Agreement #3, when two (2) or more employees have the same classification seniority date because of the implementation of the results of the above listed classification study, seniority positions in the class to which the employees were reclassified shall be determined by the most recent date of entry into a position in the classified service in the bargaining unit. Should a tie still exist, seniority positions shall be determined by state seniority and then by lot.

B. **LAYOFF AND RECALL.** If an employee is issued a permanent layoff notice his/her seniority in the classes that become obsolete due to the classification study shall count for bumping purposes in the following manner.

1. For purposes of layoff and recall, if none of the options in Article 17, Section 3A4a are available to the employee, the employee's seniority in obsolete classes shall count toward time served in the new classes for bumping to the lower new classes in accordance with the following chart:

TIME SPENT AS
(Obsolete Classes)
Division of Forestry

CONVERTS TOWARD TIME IN
(New Classes)

NR Specialist 1 (Forester)
NR Specialist 2 (Forester)
NR Forestry Staff Spec.
NR Forest Soil Specialist
NR Senior Staff Specialist
(Forester)

NR Forestry Specialist
NR Forestry Specialist, Int.
NR Forestry Specialist, Senior
NR Forestry Specialist, Senior
NR Forestry Regional Specialist

2. Forestry employees who were reallocated to a supervisory class from an Association represented class as a result of the 1989 study shall also receive seniority credit for time served in obsolete classes according to the above chart for purposes of bumping.

C. **OTHER PROVISIONS.** The other provisions of the May 24, 1990 MOU relating to the appointment of district foresters and the April 22, 1992 MOU relating to the Trails and Waterways study and seniority rosters shall remain in effect for the duration of this Agreement.

5. **SENIORITY (FISH AND WILDLIFE).** The July 14, 1989 letter relating to seniority tie breaking after class studies will remain in effect for the duration of this Agreement, but only as it applies to the April 29, 1987 Fish and Wildlife study.

6. **INTEREST BIDDING FROM SEASONAL LAYOFF (PARKS).** Article 16, Section 3, shall be supplemented and/or modified as follows:

Permanent non-probationary seasonal classified employees in the Interpretive Naturalist 1 (Parks) classification who are on seasonal layoff may interest bid on the filling of seasonal Interpretive Naturalist 1 (Parks) vacancies by submitting a written application to the Appointing Authority on or before the expiration of the posting to receive consideration. The employer is not responsible for providing any notice regarding these vacancies other than the posting required in the Master Agreement. Seasonal employees may apply for interest bid consideration prior to the posting for the next season by writing to the Park Manager.

June 23, 2015

Dan Engelhart, Business Representative
Minnesota Association of Professional Employees
3460 Lexington Avenue N.
Shoreview, MN 55126

Dear Dan:

This is to confirm the commitment made during negotiation of the 2015 – 2017 Supplemental Agreement between the Minnesota Department of Natural Resources and MAPE that the Appointing Authority agrees to renew the June 21, 2013 letter contained in the Supplemental Agreement and to complete the review and revision of the policy covering Overtime Reimbursement for Wildfire Suppression (formerly Operational Order #93).

The revised policy will address, but not be limited to, the following issues:

- Notice of initiation and/or extension of the fire season by the Director of Forestry (or his/her designee) to non-exempt MAPE employees, which necessitates the establishment of set schedules may be less than fourteen (14) calendar days but a minimum of 48 hours.
- Factors for consideration in establishing the fire season will include such things as planning levels, activation of Ready Reserve, fire danger indices.
- Process and requirements for rest and relaxation time off as a result of wildfire suppression duties.

The policy will be completed as soon as possible but no later than December 31, 2015.

Sincerely,

Denise F. Legato
Director of Human Resources

Cc: Forrest Boe, Forestry Division Director
Craig Schmid, Forestry Assistant Division Director
Pat Wherley, MAPE
Nicholas Snavely, MAPE
Carolyn Trevis, MMB Assistant State Negotiator

Note: The June 18, 2007 (page 152) and June 21, 2013 (page 153) letters remain in the DNR supplemental agreement.

P. DEPARTMENT OF PUBLIC SAFETY

STATE FIRE MARSHAL'S DIVISION

EXPENSE ALLOWANCES. Article 18, Section 5, of the Master Agreement shall be modified as follows:

Late Night Meal. Late night meal reimbursement in the amount of ten dollars (\$10.00) as verified by receipt may be claimed only if the employee is on duty serving on a crime scene processing team and works four (4) hours between the hours of 7:00 p.m. and 6:00 a.m.

Article 18, Section 6, of the Master Agreement shall be modified as follows:

When requested by the Employee, the Employer shall pay the monthly base telephone bill for the employees of the State Fire Marshal Division in the classification Deputy State Fire Marshal - State Fire Safety inspector and investigator options who work out of their home and maintain an office for state business in their residence. For the purposes of this agreement, the base telephone bill includes the basic monthly fee, touch-tone service (if a separate fee is charged) and applicable taxes. It does not include supplemental services desired by the Employee or long distance fees or charges. To be eligible for this reimbursement the Employee must maintain a separate telephone line for State business purposes only.

ON-CALL. Article 25, Section 2 of the Master Agreement shall be modified for Twin Cities metropolitan area employees of the State Fire Marshal Division as follows:

1. An employee shall be in on-call status if the employee's supervisor has instructed the employee in writing to remain available to work during an off duty period. An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.
2. An employee who is instructed to remain in an on-call status shall receive eight (8) hours of overtime compensation for being in on-call status for the week-end for the purpose of conducting required fire investigations.
3. This understanding applies only to the hours between the end of the employee's scheduled shift on Friday and the beginning of the employee's scheduled shift on Monday.

BUREAU OF CRIMINAL APPREHENSION, FORENSIC SCIENCE LABORATORY

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS. Article 6, Section 6 of the Master Agreement shall be modified as follows:

In each fiscal year, the Appointing Authority shall reimburse Forensic Scientists 1, 2, and 3 for professional dues in job related organizations up to two hundred fifty dollars (\$250.00) providing such employee presents the Department of Public Safety with a voucher indicating prior employee payment.

PROFESSIONAL CERTIFICATION. Dependent upon the availability of funds and the operational needs of the Forensic Science Laboratory, the Appointing Authority may provide reimbursement up to five hundred dollars (\$500.00) to employees in the Forensic Scientist classifications who become certified by a recognized professional forensic certifying body. The certification must be related to the Forensic Scientist's current forensic specialty assignment.

ON-CALL. Article 25, Section 2 of the Master Agreement shall be modified as follows:

An employee shall be in on-call status if the employee's supervisor has instructed the employee in writing to remain available to work during an off duty period. An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.

An employee who is instructed to remain in an on-call status for the purpose of serving on a crime scene processing team shall receive fifteen (15) hours of overtime compensation for being in on-call status for a seven (7) day period. An additional four (4) hours of overtime compensation shall be granted for each legal holiday that occurs within this period.

CRIME SCENE TEAM LEAD DIFFERENTIAL. Employee(s) designated as a Crime Scene Team Leader, when assigned to a crime scene response, shall be paid a differential of \$3.00 per hour. Such differential will be paid for time spent performing select team leader specific duties as defined by the Appointing Authority. Such differential shall be paid in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

COMPENSATORY BANK. Article 27, Section 6 of the Master Agreement shall be modified as follows:

The maximum number of hours that may be in the compensatory bank is eighty (80). However, the Appointing Authority may approve a request to carry over up to eighty (80) hours of compensatory time, in lieu of Employer mandated liquidation. Such carry over, when utilized, shall be paid at the hourly rate at which it was earned.

EXPENSE ALLOWANCES. Article 18, Section 5 of the Master Agreement shall be modified as follows:

Late Night Meal. Late night meal reimbursement in the amount of ten dollars (\$10.00) as verified by receipt may be claimed only if the employee is on duty serving on a crime scene processing team and works four (4) hours between the hours of 7:00 p.m. and 6:00 a.m.

CLOTHING. The parties agree to meet and confer regarding issues over clothing and protective wear.

Create a new supplemental agreement for MN.IT as follows:

T. MN.IT

The following modifications to the contract apply to MN.IT only.

Article 27 – Hours of Work and Overtime. Section 1.C. shall be modified as follows:

C. Meal Periods.

1. Employees shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each day. However, the employee and his/her immediate supervisor may mutually agree to a lunch period at some other point during the day provided such lunch period shall not be taken at the beginning or end of the day. Employees who are required by their supervisor to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the employee's appropriate rate.

2. Any employee engaged in a work operation for which there is regularly scheduled employment at MN.IT on a twenty-four (24) hour a day, seven (7) day a week basis and by nature of their work are required to remain in a duty status during their meal period shift will be able to work a straight eight (8) hours and will not be granted a required to take an unpaid meal period. If an employee wishes to take an occasional unpaid meal break on any given day, they will seek approval of this change from their supervisor prior to taking such meal break. Approval shall be based on meeting the business needs of the agency and shall not be unreasonably denied. Any unpaid break that is granted will extend the work day equal to the time that was approved.

Article 27 – Hours of Work and Overtime. New Section J inserted as follows:

J. Daylight Savings Time. Employees required to work more than eight (8) hours on an eight (8) hour shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one-half (1-1/2). Employees required to work less than eight (8) hours on an eight (8) hour shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost. Employees in the first six (6) months of employment who would be eligible to accrue vacation, may be advanced one (1) hour of vacation time which shall either be deducted from their vacation leave balance, or deducted from their last paycheck if the employee is separated prior to accruing vacation.

Article 27, Section 1 (F) of the Master agreement is modified as follows:

The compensatory bank shall be liquidated once annually on ~~a date specified in advance by the Appointing Authority~~ the last pay date of January in each calendar year. The Appointing Authority and the Association may agree in a meet and confer to carry over all or a portion of the compensatory bank. Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

Article 25 – Call-In, Call-Back, On-Call. Section 3. On-Call, in the Master Agreement shall be modified as follows:

An employee who is instructed to remain in an on-call status shall be compensated for such time the rate of fifteen (15) minutes straight time for each one (1) hour on on-call status. ~~Such compensation shall be limited to four (4) hours of straight time pay per calendar day.~~ An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than ~~eight (8)~~ four (4) consecutive hours.

Article 15 – Seniority. Section 1. New language as follows:

E. BA/PM/QA Class Option. Employees hired into ITS classifications with the BA/PM/QA option code prior to, and those included in, the group conversion on November 19, 2014, shall have state seniority used for purposes of determining a seniority tie in the event of layoffs. Anyone hired after November 19, 2014, in the BA/PM/QA class option will follow class option for seniority in the event of a layoff.

Note: all other supplemental agreements, and portions of agreements not mentioned above, remain unchanged.

Appendix H – Prohibition on Sexual Harassment – NO CHANGES

Appendix I – Affirmative Action Committee – NO CHANGES

Appendix J – Employee Drug and Alcohol in the Workplace Policy – NO CHANGES

Appendix K – Statewide Policy on FMLA – Amend to include the updated FMLA policy.

Appendix L – High Cost Centers for Meal Reimbursement – NO CHANGES

Appendix M – Statutory Leaves – No substantive changes, however the statute reference numbers will be updated as needed.

Letters:

1. The following letters will be removed from the contract:
 - Bullying in the Workplace (February 29, 2012)
 - Insurance Article (March 1, 2012)
 - Additional Labor Management Committee Topics (June 25, 2013)
2. The letter dated June 24, 2015 from Ms. Jamie Tincher to Dan Holub regarding paid parental leave will be added to the back of the contract. See the attached letter.
3. Replace the July 1, 2013 letter with the August 15, 2014 letter on sick leave shown below.



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

A handwritten signature in cursive script, appearing to read "Marcy Cordes", is positioned to the right of the "FROM:" line.

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.

4. Maintain all other letters.
5. Number letters for reference purposes only.