

**VOTER INFORMATION BOOKLET ON LANGUAGE  
CHANGES  
6/27/2019**

The MAPE Negotiations Team reached a “tentative agreement” on the 2019-2021 collective bargaining agreement with the governor’s team on June 19, 2019. 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 21, 2019 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](http://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 (2017-19) 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). If no changes are indicated, the prior contract language remains in effect.

Notes:

- Minor technical and formatting changes may be made prior to printing the new contract.
- Gender-neutral language throughout contract. “his/her” changed to “their” and “him/her” changed to “them”

**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 change when the contract is ratified by the members.

## ARTICLE 7 - ASSOCIATION RIGHTS

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Section 5 is modified removing Appointing Authority's responsibility to distribute Association agreement. Subsequent section numbers are updated accordingly.

~~**Section 5. Distribution of the Agreement.** The Appointing Authority agrees to provide all newly hired or re-hired employees in the units, divisions, or departments covered by this Agreement with a copy of this Agreement if furnished by the Association.~~

**Section 6 5. Availability of Information.** The Employer agrees to provide to the Association, upon written request, public information including, but not limited to, information pertaining to the Employer's budget, revenues, and other public financing information. The Association agrees to reimburse the Employer for the costs incurred.

### **Section 7 6. Association Security.**

- A. **Association Stewards.** The Association may designate bargaining unit employees in regions to function as Association Stewards in all departments located within the boundaries of their region. Every six (6) months the Association President shall notify the Employer in writing of the names and departments of origin of the Association Stewards selected as provided in this Article and designate the region which each one will represent. The Association President shall notify the Employer of any subsequent changes in such Stewards.
- B. **Association Stewards' Activities.** The Employer agrees that during working hours, on the Appointing Authority's premises, within the regions and designated department(s) and without loss of pay, Association Stewards will be allowed reasonable time to post official Association notices on bulletin boards, distribute the Association newsletters, and to transmit communications authorized by the Association to the Appointing Authority as are required for the administration of this Agreement, providing however, this activity does not interfere with normal work duties, nor conflict with the security, rehabilitation and confidentiality needs of the Employer.

However, reasonable time off without loss of pay to perform these functions shall not include travel time if the total travel time to and from exceeds thirty (30) minutes. The Association Steward shall first inform their supervisor of their impending departure and shall first receive approval to leave the work location. Such approval shall not be unreasonably denied.

When more than one (1) Appointing Authority has offices within the same building, the Association may designate one Association Steward to perform the activities of this Article for the entire building regardless of the number of Appointing Authorities in the building.

- C. **Association Staff.** Association staff shall have the right to enter the facilities of the Appointing Authority consistent with the confidentiality, rehabilitation, and security needs of the Appointing Authority. This right may be restricted during emergency situations as determined by the Appointing Authority, but the Appointing Authority shall give a reason for the restriction. The Association staff shall not interfere with the job duties or responsibilities of an employee.

- D. **Orientation.** A representative of the Association shall be provided a reasonable amount of time at al group orientation program to summarize the role of the Association, distribute the contract and provide a list of Association Stewards to new employees.

## **ARTICLE 8 - DISCIPLINE AND DISCHARGE**

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Section 3 is changed to allow management to suspend an employee by deducting an equal amount of vacation from the employee's vacation balance up to forty (40) hours.

Section 7 is modified to decrease the number of personnel file copies an employee can receive at no cost in the event of a grievance.

A new section has been added to Article 8 providing employees, who the employer intends to suspend or discharge, the right to a hearing with union representation before such time as the discipline takes effect.

New language clarifies that a letter of expectation is not discipline and requires management to remove them, upon the employee's request, from an employee's personnel file after six (6) months of satisfactory performance.

Language has been changed to extend the time a written reprimand may remain in a disciplinary file from one year to eighteen months.

### **Section 3. Disciplinary Action**

Discipline includes only the following, but not necessarily in this order:

1. Oral reprimand (not ~~arbitrable~~ grievable)
2. Written reprimand
3. Suspension ~~– equivalent reduction of vacation balance~~ paid or unpaid: The Appointing Authority may, at its discretion, require the employee to utilize vacation hours from the employee's accumulated vacation balance in an amount equal to the length of the suspension. All suspensions must be served away from the worksite. See Letter 13 for a Pilot Program, Reduction in Vacation Suspension. The Appointing Authority may, in lieu of an unpaid suspension, issue a suspension by subtracting vacation hours from the employee's accumulated vacation balance in an amount equal to the unpaid suspension. The employee who is being disciplined must have at least forty (40) hours of vacation in their vacation bank before discipline is issued and the suspension may not exceed five (5) working days.
4. Demotion
5. Discharge

If the Appointing Authority has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, supervisors, or the public. Oral reprimands shall be identified as such to the employee.

When any disciplinary action more severe than an oral reprimand is intended, the Appointing Authority shall, before or at the time such action is taken, notify the employee and the Association in writing of the specific reason(s) for such action.

**Section 6. Loudermill Hearing.** If the intent of the Appointing Authority is to suspend or discharge an employee they shall first notify the employee that they may request an opportunity to hear an explanation of the evidence against them and to present their side of the story and is entitled to Association representation at such meeting. The right to such meeting (Loudermill Hearing) shall expire at the end of the next scheduled work day of the employee after the notice of a suspension or discharge is delivered to the employee, unless the employee and the Appointing Authority agree otherwise. The discipline shall not become effective during the period when the meeting may occur. The employee shall remain in their normal pay status during the time between the notice of discipline and the expiration of the meeting.

**Section 67. Unclassified Employees.** The termination of unclassified employees is not subject to the arbitration provisions of this Agreement, unless otherwise specified in this Agreement.

**Section 78. Personnel File.** Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

An oral reprimand shall not become a part of an employee's personnel file. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel file.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into their personnel file and shall be entitled to have their written response included therein. All disciplinary entries, except discharge, in the employee's personnel file shall state the corrective action expected of the employee.

Upon request of the employee, a "letter of expectation," which is not discipline, shall be removed from the employee's personnel file provided that the employee has performed satisfactorily for six (6) months from the date of the "letter of expectation. Upon request of the employee, a written reprimand shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of ~~one~~ eighteen (18) months ~~(1) year~~ following the date of the written reprimand. Upon request of the employee, a written record of a suspension of ten (10) days or less shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of three (3) years following the beginning date of the written suspension. Discipline that becomes eligible for removal, based upon this provision, shall not be used as a basis for any subsequent discipline of the employee.

The contents of an employee's personnel file shall be disclosed to them upon request and to the employee's Association Steward upon the written request of the employee. The written request authorizing the Association Steward access to the file shall not be placed in the employee's personnel file. In the event a grievance is initiated under Article 9, the Appointing Authority shall provide a copy of any items from the employee's personnel file upon the request of the employee or the Association, with any copying costs paid in advance by the employee or the Association. However, up to ~~ten~~ two

(10 2) paper copies or a digital copy, at the discretion of the agency, of such material shall be without cost to the employee or Association.

Only the employee's personnel file may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the Appointing Authority from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Association.

Documentation regarding wage garnishment action against an employee shall not be placed in the employee's personnel file.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

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Section 2, A.3 is modified to note the section number changes in Article 7, Association Rights

Section 3 is modified to include "designee" for individuals who can select members to serve on an Arbitration panel on the employer's behalf.

### **Section 2. Operating Terms, Time Limits, and General Principles.**

#### **A. Operating Terms:**

1. The term "days" shall mean calendar days, unless otherwise specified.
2. The term "employee" shall mean an individual or group of employees, or the Association, as long as the individual or group of employees are members of the bargaining unit.
3. The term "Association Steward" shall mean those individuals designated by the Association in accordance with Section 2C of this Article and in Article 7, Association Rights, Sections ~~7~~6A and ~~7~~6C.

### **Section 3. Procedure.**

**Informal.** An employee who has a grievance may bring it to their supervisor's attention orally, indicating that it is a grievance. The employee may discuss the grievance with their supervisor in an attempt to reach a satisfactory resolution.

#### **Formal**

**Step 1.** If the Association wishes to initiate a formal grievance, it shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the immediate supervisor's supervisor. All grievance(s) shall be filed within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence, should have had knowledge of the event.

Within ten (10) calendar days after receiving the written grievance, the grievant's immediate supervisor's supervisor or designated Appointing Authority Representative and the Association Steward(s) shall arrange a meeting with or without the grievant, and attempt to resolve the grievance.

The immediate supervisor's supervisor or designated Appointing Authority Representative shall give their written answer to the designated Association Steward within ten (10) calendar days of the meeting. The Association may appeal the grievance in writing to Step 2 within ten (10) calendar days after the written answer is given or due.

**Step 2.** Within ten (10) calendar days following the receipt of a grievance appealed in writing from Step 1, the Appointing Authority or designee shall arrange a meeting with the Association's Steward(s) in an attempt to resolve the grievance.

Within ten (10) calendar days following this meeting, the Appointing Authority or designee shall respond in writing to the designated Association Steward stating the Appointing Authority or designee's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may appeal the grievance in writing and within thirty (30) calendar days after the Appointing Authority or designee's written answer is given or due 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 Appointing Authority or designee's written answer is given or due shall be waived. The Arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Steward.

**Arbitration Panel.** The arbitration proceeding shall be conducted by an Arbitrator to be selected by lot from a permanent panel of six (6) Arbitrators. Prior to October 1 of each even numbered year of the contract, the State Negotiator or designee, and the Association may, by mutual agreement, select the members to serve on the permanent panel. If the parties fail to agree, they shall prepare a list of fifteen (15) Arbitrators selected from a list of available Arbitrators supplied by the Bureau of Mediation Services. The members of the permanent panel shall be selected from the list by the following method: the Association and the State Negotiator shall each strike a name from the list. The parties shall continue to strike names until the six (6) members of the permanent panel have been selected. If a vacancy on the permanent panel occurs during the life of this Agreement, the vacancy shall be filled by mutual agreement of the State Negotiator or designee, and the Association. If the parties fail to agree, the vacancy shall be filled from among the remaining names on the original list by the same method of selection detailed above.

## **ARTICLE 10 - VACATION LEAVE**

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Section 2 is modified to include tribal government in length of service credit consideration for vacation accruals.

Section 3 is modified to remove the use of vacation request forms, defaulting to general written requests.

**Section 2. Accruals.** All eligible employees shall accrue vacation in accordance with the following rates:

<u>Length of Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
0-5 years	4 working hours
After 5-8 years	5 working hours

<u>Length of Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
After 8-12 years	7 working hours
After 12-18 years	7 1/2 working hours
After 18-25 years	8 working hours
After 25-30 years	8 1/2 working hours
After 30 years	9 working hours

Eligible employees being paid for less than a full eighty (80) hour payroll period shall have their vacation accrual pro-rated in accordance with the schedule set forth in Appendix A.

Length of service is defined as the length of employment with the State of Minnesota since the last date of hire in a vacation eligible status. Length of service shall be interrupted only by separation because of resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff or retirement.

Changes in accrual rates shall be made effective at the beginning of the next payroll period following completion of the specified length of service requirement.

Effective July 9, 1975, for purposes of determining an employee's accrual rate, periods of suspension or unpaid non-medical leaves of absence of more than one (1) pay period shall be deducted for purposes of determining an employee's accrual rate; however, periods of paid or unpaid military leave shall not be deducted. This method will be effective only after this date and shall not be used to change any length of service requirements determined prior to that date.

Effective February 17, 1994, leave time for service to the Association in any capacity shall not be deducted for purposes of determining an employee's vacation accrual rate.

An eligible employee reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement from any branch of Minnesota State government, shall accrue vacation leave with the same credit for length of service that existed at the time of such separation. This method shall not be used to change any length of service requirements determined prior to July 1, 1983.

Employees of the University of Minnesota, the Minnesota Historical Society, the Metropolitan Council, and former members of the Minnesota Legislature who transfer or who are appointed to State service within four (4) years of the date of resignation in good standing, ending of their Legislative term, or retirement, shall accrue vacation leave with the same credit for length of service that existed at the time of such transfer or separation. Such employees shall begin accruing vacation leave based on this method effective at the beginning of the first payroll period following the date the employee applies.

An eligible employee who moves without a break in service to a MAPE position from any other position in any branch of Minnesota State government shall have their accumulated but unused vacation leave transferred, provided that the total amount of accumulated vacation does not exceed two hundred and seventy-five (275) hours.

At the discretion of the Appointing Authority, employees who are hired into State service from another public sector employer, including the United States Armed Forces, or from a private sector employer in a position directly related to the employee's current State position, and who were in a vacation eligible

position with that employer may be granted length of service credit in an amount up to the length of time employed by the previous employer.

Length of service credit shall be subject to the following conditions:

1. There must be evidence to establish that the employee was employed by another public sector employer, tribal government, or by a private sector employer in a position directly related to the employee's current State position within four (4) years of the date the State hired the employee; current bargaining unit employees may request consideration for previous employment as described in this paragraph;
2. The employee must have been in a vacation eligible position with the previous employer;
3. The employee must provide the necessary documentation demonstrating their previous vacation eligibility status;
4. The amount of the length of service credit granted is at the discretion of the Appointing Authority.

Changes in the accrual rate shall become effective the beginning of the next payroll period following the Appointing Authority's approval of the adjusted rate and shall not be retroactive.

Employees may accumulate unused vacation leave to any amount provided that once during each fiscal year the employee's accumulation must be reduced to two hundred seventy-five (275) hours or less. If this is not accomplished on or before the last day of the fiscal year, the amount of vacation shall be automatically reduced to two hundred seventy-five (275) hours at the end of the fiscal year.

Employees on a military leave under Article 14 shall earn vacation leave as though actually employed without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the employee returns from the military leave.

Vacation leave hours shall not be used during the payroll period in which the hours are accrued.

**Section 3. Vacation Period.** Every reasonable effort shall be made by the Appointing Authority to schedule employee vacations at a time agreeable to the employee insofar as work unit staffing permits. If it is necessary to limit the number of employees within or among classifications on vacation at the same time and in the event of any conflict over vacation periods, the vacation schedules shall be established on the basis of bargaining unit seniority within the employee's work location. Bargaining unit seniority is defined as an employee's continuous length of service in Association represented positions with the State of Minnesota. Whenever practicable, employees shall submit written requests for vacation at least two (2) weeks in advance of their vacation to their supervisor ~~on forms furnished by the Appointing Authority.~~ When advance written requests are impracticable, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to all vacation requests promptly and shall answer all written requests in writing.

No vacation requests shall be denied solely because of the season of the year, but shall be dependent upon meeting the staffing needs of the agency.



When an employee transfers to a new seniority unit or to a work area, or is awarded an interest bid or promotion, previously approved vacation leave must be mutually agreed upon between the employee and the new supervisor.

## **ARTICLE 11 – HOLIDAYS**

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The change to Article 11 simply moves language on paying employees to work on a holiday from Section 5 to Section 4 where it is more appropriate.

**Section 4. Holiday Pay.** Holiday pay shall be computed at the employee's normal day's pay (an employee's regular hourly rate of pay multiplied by the number of hours in their normal work day) and shall be paid in cash. Eligible employees who normally work less than full-time shall have their holiday pay pro-rated in accordance with the schedule set forth in Appendix B.

With the approval of their supervisor, part-time employees may be allowed to arrange their work schedules in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of hours because of the pro-ration of holiday hours.

If the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time. The employee must be eligible to accrue and use vacation under the provisions of Article 10 in order to choose to receive payment in the form of vacation.

**Section 5. Work on a Holiday.** At the Appointing Authority's discretion, any employee who works on a holiday shall be paid in cash at the employee's appropriate rate for all hours worked in addition to the holiday pay provided for in Section 4 above.

~~If the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time. The employee must be eligible to accrue and use vacation under the provisions of Article 10 in order to choose to receive payment in the form of vacation.~~

## **ARTICLE 12 - SICK LEAVE**

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Section 3 is modified to describe disabled employees as employees with a disability defined by the Americans with Disabilities Act. Language specifies under specific circumstances how a disabled employee using an assistive device can attend training paid for by vacation and sick leave accruals.

New language has also been added reflecting the statutory changes which expands the qualified family members for which an employee is eligible to use sick leave. Language also clarifies the circumstances and criteria an employee may use sick leave for them self or to assist a family member in circumstances of domestic abuse, sexual assault, or stalking.

Finally, employees who do not have enough sick leave accruals to use bereavement leave for approved family members, shall be able to borrow up to forty (40) hours per year and pay it back in subsequent pay periods.

**Section 3. Sick Leave Use.** An employee shall be granted sick leave with pay to the extent of their 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 the employee's attendance on duty may endanger the health of fellow employees or the public.
4. Upon 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, as defined by the Americans with Disabilities Act (ADA), requiring the use of a service animal may use sick leave and/or vacation leave to attend the initial training for service animal handling. Employees with a disability, as defined by the Americans with Disabilities Act (ADA), who require attendance at a customarily required and professionally administered initial training or orientation concerning the use of an assistive device related to their disability, may use vacation and/or sick leave for attendance. Employees eligible to accrue leave, who do not have sufficient leave accruals to attend such the initial training or orientations for service animal handling shall be credited with up to forty (40) hours of ~~vacation~~ leave per fiscal year to be used for this purpose. Such credit shall not apply in cases where the Appointing Authority provides the training or orientation, and such credit shall be reduced proportionately as vacation and sick leave is accumulated. At the discretion of Minnesota Management and Budget, more than forty (40) hours may be credited.

**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~~ employee's spouse, dependent children, adult children, stepchildren, foster children, (including wards and children for whom the employee is the legal guardian, parents, ~~or stepparents~~), grandparent, father-in-law, mother-in-law, brother or sister, or grandchild for such periods as the employee's 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 as the employee's 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 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.~~

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.

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.

- 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, the domestic partner (same and opposite sex), 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 their attendance at the funeral of a co-worker. However, upon request to the Appointing Authority, employees who are eligible to accrue sick leave but who do not have sufficient accruals to take leave for bereavement of the family members identified above shall be credited with a reasonable amount of sick leave, not to exceed forty (40) hours per fiscal year for this purpose. Such credit shall be reduced proportionally as sick leave is accumulated.

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**

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Section 1 is modified to clarify the circumstances under which an employee receives severance pay. Age 65 is removed making more employees eligible to receive severance pay. Employees must still meet the previous requirements.

**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 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 separation to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay.~~ An employee shall be entitled to severance pay immediately following separation from State service by reason of:

- Separation other than discharge following twenty (20) or more years of continuous State service
- Death
- Layoff, except for seasonal layoff
- Separation, for reasons other than discharge, following ten (10) years of continuous State service, and who is immediately entitled at the time of separation to receive an annuity under a State retirement program.

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 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.

## **ARTICLE 14 - LEAVES OF ABSENCE**

Section 2 is modified to add tribal elections to eligible employee's voting time.

Section 3 is modified by removing "K. Leave to Vote in Tribal Elections" and package under Section 2. Leaves with Pay. D. Voting Time. This provides pay for the time it takes an employee to vote in a tribal election.

**Section 2. Leaves With Pay.** Paid leaves of absence granted under this Article shall not exceed the employee's work schedule. Statutory leaves are listed in Appendix M.

D. **Voting Time.** Any employee who is entitled to vote in any statewide primary, Presidential primary, general election, **tribal election**, or in an election to fill a vacancy in the office of a representative in Congress or in the office of state senator or state representative may absent himself/herself from work for the purpose of voting during such election day, provided the employee has made prior arrangements for such absence with their immediate supervisor.

**Section 3. Unpaid Leaves of Absence.** Statutory leaves are listed in Appendix M.

~~K. **Leave to Vote in Tribal Elections.** An employee who is eligible to vote in a tribal election shall be entitled to the time needed to vote, not to exceed one day, provided that mail ballots are not being used and the election is not being conducted on the employee's regularly scheduled day off.~~

~~The day off shall be taken without pay unless the employee elects to use accumulated vacation leave, a floating holiday or accumulated compensatory time. Alternatively, the Appointing Authority and employee may mutually agree to have the employee make up the time.~~

~~The employee shall notify the Appointing Authority at least twenty one (21) calendar days prior to the leave.~~

## **ARTICLE 16 – VACANCIES, FILLING OF POSITIONS**

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A phrase was added to Section 4 clarifying that an employee must meet the minimum qualifications for a position the employer fills through an interest bid.

**Section 4. Filling of Positions.** All eligible employees under Section 3 who have made a timely interest bid, **and meet the minimum qualifications**, shall be given consideration and may be appointed to the opening prior to the consideration of other non-interest bidding applicants and prior to filling the vacancy through other means. The Appointing Authority shall not be arbitrary, capricious, or discriminatory and must have a legitimate business reason to reject all of the interest bidders. Seniority of the interest bidders shall not be a factor in appointing employees from among the interest bidders. All interest bidders shall be notified orally or in writing, which may include electronic mailing, as to the acceptance or rejection of their interest bid in a timely manner.

## **ARTICLE 17 - LAYOFF AND RECALL**

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Section 3. E. 2. Is modified to note the change in title from MnSCU to Minnesota State.

### **Section 3. Permanent Layoff.**

#### **E. Layoff List.**

1. **Seniority Unit Layoff List.** The names of employees who have been laid off or who have demoted in lieu of layoff or as a result of reallocation shall be automatically placed on a seniority unit layoff list for the seniority unit, class, geographic location and employment

condition from which they were laid off or demoted in the order of their classification seniority. Employees may also indicate in writing, on a document provided by the Appointing Authority, other geographic locations for which they are available. Employees may change their availability by notifying Minnesota Management & Budget in writing. Names shall be retained on the seniority unit layoff list for a minimum of one (1) year or a period of time equal to the employee's state seniority, to a maximum of four (4) years.

Employees who are laid off or demoted in lieu of layoff may designate, in writing, other bargaining unit classes in which they previously served which are equal to or lower than the class from which they were laid off or demoted. Employees shall then be placed on the seniority unit layoff list in order of classification seniority in each class.

2. **Department Layoff List.** (For the Department of Corrections, Department of Human Services, and MnSCU [Minnesota State](#).) Upon request, the names of such employees shall also be placed on a department layoff list (if applicable) for the department, classification/class option and employment condition from which they were laid off or demoted in lieu of layoff in the order of classification seniority. Names shall be retained on the department layoff list for a minimum of one (1) year or a period of time equal to the employee's state seniority to a maximum of four (4) years.

When an employee's name is placed on the department layoff list, the employee shall indicate in writing the seniority unit(s) within the department for which they would accept recall. The employee may change their availability by notifying Minnesota Management & Budget in writing.

3. **Bargaining Unit Layoff List/Same Classification.** Upon request, the names of such employees shall also be placed on a bargaining unit layoff list/same classification for the bargaining unit, classification/class option and employment condition from which they were laid off or demoted in lieu of layoff or as a result of reallocation in the order of Classification Seniority. Names shall be retained on the bargaining unit layoff list for a minimum of one (1) year or for a period of time equal to the employee's state seniority to a maximum of four (4) years.

When an employee's name is placed on the bargaining unit layoff list/Same Classification, the employee shall indicate in writing the seniority unit(s) and the geographic location(s) for which they would accept recall. The employee may change their availability by notifying Minnesota Management & Budget in writing.

4. **Bargaining Unit Layoff List/Other Job Classifications.** An employee who is laid off or demoted in lieu of layoff may also designate in writing other transferable or lower bargaining unit classification(s)/class option(s) in which they previously served and shall then be placed on the bargaining unit layoff list/other job classifications in order of classification seniority in each classification. The names shall remain on the list for a minimum of one (1) year or for a period of time equal to the employee's State Seniority to a maximum of four (4) years.

When an employee's name is placed on the bargaining unit layoff list/other classifications, the employee shall indicate in writing the seniority unit(s) and the geographic location(s) for which they would accept recall. The employee may change their availability by notifying Minnesota Management & Budget in writing.

**Section 5. Exclusions.** The provisions of this Article shall not apply to unclassified employees. When practicable, the Appointing Authority shall notify a temporary unclassified employee a minimum of fourteen (14) days prior to the scheduled end of their appointment as to whether the position will be: ended as scheduled, converted to classified, or extended in accordance with the contract and statute. However, such provisions shall not be grievable or arbitrable.

## **ARTICLE 18 - EXPENSE ALLOWANCES**

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Section 2 is modified to remove old language requiring mileage reimbursement be based on Transportation Department records.

Section 4 is modified to remove the ability for an employee to be reimbursed for phone calls while in overnight travel status.

**Section 2. Vehicle Expense.** When a State-owned vehicle is not available and an employee is required to use their 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 their permanent work location during the day or makes business calls before or after reporting to their 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 their 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 their 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 thirty (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 4. Overnight Travel.** Employees who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their temporary or permanent work station, up to the maximums stated in Section 5 of this Article. Normally, employees will be offered single-occupancy lodging when in travel status. The decision whether or not to grant the request is at the discretion of the Appointing Authority. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed sixteen dollars (\$16.00) per week for laundry and dry cleaning for each week after the first week. An employee shall be reimbursed for baggage handling. ~~The actual cost of personal telephone call charges shall be reimbursed, except that the maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three dollars (\$3.00).~~

## **ARTICLE 20 - INSURANCE**

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Changes to Article 20 reflect the increases in copays, deductibles, and out-of-pocket costs.

### **Section 6. Basic Coverages.**

#### **A. Employee and Family Health Coverage.**

1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.
2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2017 through December 31, 2017, health coverage under the SEGIP will continue at the level in effect on June 30, 2015. Effective January 1, 2018, 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.

- a. **Benefit Options.** Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.
- 1) **Plan Administrator.** Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the employee.
  - 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from their primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
  - 3) **Primary Care Clinic.** Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their dependents may elect to change clinics within their clinic’s Benefit Level as often as the plan administrator permits and as outlined above.
  - 4) **Advantage Benefit Chart for Services Incurred During Plan Years 2018~~20~~ and 2019~~21~~.**

	<u>Benefit Level</u> <u>1</u>	<u>Benefit Level</u> <u>2</u>	<u>Benefit Level</u> <u>3</u>	<u>Benefit Level</u> <u>4</u>
<u>2018<del>20</del> and 2019<del>21</del></u> <u>Benefit Provision</u>	<u>The member</u> <u>pays:</u>	<u>The member</u> <u>pays:</u>	<u>The member</u> <u>pays:</u>	<u>The member</u> <u>pays:</u>
Deductible for all services except drugs and preventive care (S/F)	<del>\$150/300</del> <u>\$250/500</u>	<del>\$250/500</del> <u>\$400/800</u>	<del>\$550/1,100</del> <u>\$750/1,500</u>	<del>\$1,250/2,500</del> <u>\$1,500/3,000</u>

<u>2018</u> <del>20</del> and <u>2019</u> <del>21</del> Benefit Provision	<u>Benefit Level</u> <u>1</u> The member pays:	<u>Benefit Level</u> <u>2</u> The member pays:	<u>Benefit Level</u> <u>3</u> The member pays:	<u>Benefit Level</u> <u>4</u> The member pays:
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	<del>1) \$25</del> <del>2) \$30</del> <u>1) \$30</u> <u>2) \$35</u>	<del>1) \$30</del> <del>2) \$35</del> <u>1) \$35</u> <u>2) \$40</u>	<del>1) \$60</del> <del>2) \$65</del> <u>1) \$65</u> <u>2) \$70</u>	<del>1) \$80</del> <del>2) \$85</del> <u>1) \$85</u> <u>2) \$90</u>
In-Network Convenience Clinics and Online Care (deductible waived)	\$0	\$0	\$0	\$0
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

<u>2018</u> <del>20</del> and <u>2019</u> <del>21</del> Benefit Provision	<u>Benefit Level</u> <u>1</u> The member pays:	<u>Benefit Level</u> <u>2</u> The member pays:	<u>Benefit Level</u> <u>3</u> The member pays:	<u>Benefit Level</u> <u>4</u> The member pays:
Coinsurance for MRI/CT scan services	5% <u>10%</u>	<del>10%</del> <u>15%</u>	<del>20%</del> <u>25%</u>	<del>N/A—subject to Deductible and 25% Coinsurance to OOP maximum</del> <u>30%</u>
Coinsurance for services NOT subject to copays	<del>5% (95% coverage after payment of deductible)</del> <u>10% (90% coverage after payment of deductible)</u>	<del>5% (95% coverage after payment of deductible)</del> <u>10% (90% coverage after payment of deductible)</u>	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: <del>\$14</del> <u>18</u> Tier 2: <del>\$25</del> <u>30</u> Tier 3: <del>\$50</del> <u>55</u>	Tier 1: <del>\$14</del> <u>18</u> Tier 2: <del>\$25</del> <u>30</u> Tier 3: <del>\$50</del> <u>55</u>	Tier 1: <del>\$14</del> <u>18</u> Tier 2: <del>\$25</del> <u>30</u> Tier 3: <del>\$50</del> <u>55</u>	Tier 1: <del>\$14</del> <u>18</u> Tier 2: <del>\$25</del> <u>30</u> Tier 3: <del>\$50</del> <u>55</u>
Maximum drug out-of-pocket limit (S/F)	<del>\$800/\$1,600</del> <u>\$1,050/2,100</u>	<del>\$800/\$1,600</del> <u>\$1,050/2,100</u>	<del>\$800/\$1,600</del> <u>\$1,050/2,100</u>	<del>\$800/\$1,600</del> <u>\$1,050/2,100</u>
Maximum non-drug out-of-pocket limit (S/F)	<del>\$1,200/\$2,400</del> <u>\$1,700/3,400</u>	<del>\$1,200/\$2,400</del> <u>\$1,700/3,400</u>	<del>\$1,600/\$3,200</del> <u>\$2,400/4,800</u>	<del>\$2,600/\$5,200</del> <u>\$3,600/7,200</u>

- b. **Office Visit Copayments.** In each year of the Agreement, the level of the office visit copayment applicable to an employee and dependents is based upon whether the employee has completed the on-line Health Assessment during open enrollment, and has agreed to opt-in for health coaching.

**Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100%) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual

has a referral from their primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

c. **Services not requiring authorization by a primary care physician within the primary care clinic.**

- 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies.
  - 2) **Outpatient emergency and urgent center services within the service area.** The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgent center copay is the same as the primary care clinic office visit copay.
  - 3) **Emergency and urgently needed care outside the service area.** Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.
1. **Ambulance.** The deductible and coinsurance for services not subject to copays applies.

d. **Prescription drugs.**

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

For the first and second year of the contract:

**Tier 1 copayment:** ~~Eighteen dollar (\$18)~~ ~~Fourteen dollar (\$14)~~ copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

**Tier 2 copayment:** ~~Thirty dollar (\$30)~~ ~~Twenty five dollar (\$25)~~ copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

**Tier 3 copayment:** ~~Fifty-five dollar (\$55)~~ ~~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 ~~one thousand and fifty eight hundred dollars (\$1,500-1,050)~~ per person or ~~one two thousand six one hundred dollars (\$1,600-2,100)~~ per family.

- 2) **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
- 3) **Brand Name Drugs.** If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts

above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.

- e. **Special Service networks.** The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.
  - 1) Mental health services – inpatient or outpatient.
  - 2) Chemical dependency services – inpatient and outpatient.
  - 3) Chiropractic services.
  - 4) Transplant coverage.
  - 5) Cardiac services.
  - 6) Home infusion therapy.
  - 7) Hospice.
- f. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage.** If these individuals use the plan administrator’s national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “i” below. All terms and conditions outlined in the Summary of Benefits will apply.
- g. **Children living with an ex-spouse outside the service area of the employee’s plan administrator.** Covered children living with former spouses outside the service area of the employee’s plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator’s national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “i” below.
- h. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage.** (This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including spouses living out sabbatical leaves) and all dependent children (including college students) and of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.

- 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
- 2) **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.

- i. **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 ~~one thousand seven hundred dollars (\$1,700) of one thousand two hundred dollars (\$1,200)~~ per person or ~~three thousand four hundred dollars (\$3,400) two thousand four hundred dollars (\$2,400)~~ per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; ~~two thousand four hundred dollars (\$2,400) one thousand six hundred dollars (\$1,600)~~ per person or ~~four thousand eight hundred dollars (\$4,800) three thousand two hundred dollars (\$3,200)~~ per family for members whose primary care clinic is in Cost Level 3; and ~~three thousand six hundred dollars (\$3,600) two thousand six hundred dollars (\$2,600)~~ per person or ~~seven thousand two hundred dollars (\$7,200) five thousand two hundred dollars (\$5,200)~~ per family for members whose primary care clinic is in Cost Level 4.

- j. **In-Network Convenience Clinics and Online Care.** Services received at in-network convenience clinics and online care are not subject to a copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic and online care visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e.)

## **Section 7. Optional Coverages.**

New language increases the lifetime maximum orthodontia benefits from \$2,400 to \$3,000. Preventative dental services won't apply to a person's \$2,000 annual maximum dental benefit. Employees will also now have coverage for repairs on a tooth that has previously been repaired without waiting two years.

### **A. Employee and Family Dental Coverage.**

1. **Coverage Options.** Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 7A2.
2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:

- a. **Copayments.** Effective January 1, 2018, 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	80% after deductible	50% after deductible
Endodontics	80% after deductible	50% after deductible
Periodontics	80% after deductible	50% after deductible
Oral Surgery	80% after deductible	50% after deductible
Crowns	80% after deductible	50% after deductible
Implants	80% after deductible	50% after deductible
Prosthetics	80% after deductible	50% after deductible
Prosthetic Repairs	80% after deductible	50% after deductible
Orthodontics	80% after deductible	50% after deductible

- b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out-of-network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums.** State Dental Plan coverage is subject to a two thousand dollar (\$2000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year. Preventative services would not apply to the two thousand dollar (\$2,000) maximum.
- d. **Orthodontia lifetime maximum.** Orthodontia benefits are subject to a ~~two thousand four hundred dollar (\$2,400)~~ three thousand dollar (\$3,000) lifetime maximum benefit.

## **ARTICLE 21 - TRANSFERS BETWEEN DEPARTMENTS**

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Article 21 is modified by changing "Personnel Office" to "Human Resource Office".

Employees may request a transfer to a position under another Appointing Authority by submitting such request in writing to the ~~Personnel Office~~ Human Resource Office of the Appointing Authority to which they wish to transfer.

Employees who have transferred to a position under another Appointing Authority shall have a trial period of twenty-one (21) calendar days for the purpose of evaluation. During this trial period the employee may elect to return to the former position.

## **ARTICLE 22 - HEALTH AND JOB SAFETY**

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Section 2 is modified by removing restrictions for pregnant employees to use VDT/CRT equipment.

Section 5 is modified to broaden immunization rights to those who face serious health risks due to repeated exposure to bacterial or viral hazards regardless of department.

Section 6 and 7 requiring an annual health survey be conducted by specific agencies and the ability to expand it to other agencies are removed.

**Section 2. Safety Equipment.** The Appointing Authority agrees to provide and maintain, without cost, such safety equipment and protective clothing as is required by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration. Employees shall bring all unsafe equipment or unsafe conditions to the attention of the employee's immediate supervisor, and may also notify the Safety Officer. In addition, employees may bring safety concerns to the Appointing Authority, the local safety committee, or the Department of Administration's Safety and Industrial Hygiene Unit. In the event that an employee alleges that an imminent danger exists in working conditions or equipment which exceeds the risks normally associated with the employee's position, the employee shall notify their supervisor and may also notify the Safety Officer of such condition. See Minn. Stat. 182, regarding this matter.

~~Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her Department. The Appointing Authority will attempt to accommodate such a request. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence pursuant to Article 14, Section 3G.~~

**Section 5. Immunizations.** Employees of the Departments of Health, Agriculture, Natural Resources, the BCA and the PCA who face a serious health risk because their work repeatedly exposes them to bacterial or viral hazards (such as, but not limited to, hepatitis or rabies) shall be given the opportunity to be provided with immunizations, if available, by the Appointing Authority. However, the Appointing Authority shall not be required to provide immunizations to prevent the contraction of common illnesses.

~~**Section 6. Health Surveys.** The Departments of Health, Agriculture, Natural Resources, the BCA and PCA shall conduct an annual health survey for the purpose of identifying the incidence of known occupational hazards for those employees who, by the nature of their jobs, face serious health dangers through continued exposure to radiation and toxic or hazardous chemicals.~~

~~**Section 7. Other Agencies.** Upon mutual written agreement between the Appointing Authority and the Association, the provisions of Sections 5 and 6 may be extended to employees in other agencies.~~



## ARTICLE 24 – WAGES

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Section 2 is modified to update the applicable date. Sections 3 and 4 are modified to reflect a 2.25% general salary/wage increase on July 1, 2019 and a 2.5% general salary/wage increase on July 1, 2020. Progression steps apply each year of the contract. Section 9 is modified to show a technical change.

New language allowing the employer to offer a recruiting incentive of up to \$5,000 to new employees who accept a hard-to-fill position. The employer may also offer a referral incentive up to \$1,000 to current employees who refer a new employee to a hard-to-fill position. Hard-to-fill positions will be determined by Minnesota Management and Management (MMB) with payments made in installments.

New language allows MMB to make equity adjustments and advance incumbents within a pay range and/or provide a one-time lump sum payment of \$2,500 to an individual at the top of their range who has a least a satisfactory job performance.

**Section 2. Conversion.** Effective July 1, 2017~~9~~, 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, 2017~~9~~, 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, 2017~~9~~.

**Section 3. First Fiscal Year Wage Adjustment.** Effective July 1, 2017~~9~~, all salary ranges and rates for classes covered in this Agreement shall be increased by ~~two percent (2.0%)~~ **two and one-quarter percent (2.25%)** 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, 2018~~9~~**20**, all salary ranges and rates for classes shall be increased by ~~two and one-quarter percent (2.25%)~~ **two and one-half percent (2.5%)** 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.

**Section 16. Recruiting Incentive (Pilot).** With advance approval from MMB, the Appointing Authority may offer a recruiting incentive of up to \$5,000 to new employees who accept hard-to-fill positions.

- Whether or not a position is deemed “hard-to-fill” is determined by MMB, and the Appointing Authority must seek approval from MMB prior to offering a hiring incentive to any prospective employee.
- The incentive shall be paid in two installments, the first of which occurs after successful completion of the required probationary period, in a lump sum effective the pay period following the new hire’s certification, and the second of which occurs after two years of continuous satisfactory service in that hard-to-fill position.
- This provision is not subject to the grievance or arbitration process.

This provision becomes effective upon the contract’s successful ratification by the legislature, and will sunset upon the legislature’s ratification of the 2021 – 2023 contract. However, employees awarded a recruiting incentive during this contract period remain eligible to receive the full payment in subsequent contracts even if this pilot program is discontinued.

**Section 17. Employee Referral Incentive (Pilot).** At its discretion, the Appointing Authority may offer a referral incentive of up to \$1,000 to current employees who successfully refer a new employee who accepts a hard-to-fill position.

- Whether or not a position is deemed “hard-to-fill” is determined by MMB. Once MMB makes that determination, the Appointing Authority has the discretion to determine whether and to whom a referral incentive may be given, within the parameters set forth in this section.
- Employees requesting a referral incentive must do so in a manner approved by the Appointing Authority.
- The total amount of the referral incentive shall not exceed \$1,000 per position filled, and shall be paid in a single installment no sooner than after the new hire has successfully completed probation and been certified.
- The referring employee must still be employed with the State at the time of payment eligibility in order to receive the incentive.
- This provision is not subject to the grievance or arbitration process.

This provision becomes effective upon the contract’s successful ratification by the legislature, and will sunset upon the legislature’s ratification of the 2021 – 2023 contract. However, employees awarded a recruiting incentive during this contract period remain eligible to receive the full payment in subsequent contracts even if this pilot program is discontinued.

**Section 18. Equity Adjustments (Pilot).** Upon request of the Appointing Authority, MMB may make equity adjustments and advance incumbents within a range, and/or provide a one-time lump sum of no more than \$2,500 to an individual at the top of their salary range, to maintain internal equity.

- Only those with documented “satisfactory” or better performance are eligible for an equity adjustment.
- Any request for an adjustment under this section must include an explanation of the inequity, and documentation to support an equity adjustment for an incumbent.
- This provision is not subject to the grievance or arbitration process.

This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the legislature's ratification of the 2021 – 2023 contract.

## **ARTICLE 29 – VOLUNTARY REDUCTION IN HOURS**

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This strikes through one word that existed as a previous drafting error.

The Appointing Authority may allow an employee(s) to take an unpaid leave(s) of absence or reduce their hours, if the Appointing Authority determines that the following conditions are met:

1. an existing or projected budget problem exists;
2. granting an unpaid leave of absence would help alleviate the projected budget problem and/or help mitigate layoffs as per Article 17 (Layoff and Recall), Section 2 (Labor-Management Cooperation);
3. staffing needs can continue to be met; and
4. other unpaid leaves of absence, other than personal leave, are not applicable to the situation.

Employees taking leaves of absence under this Article shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits equivalent to what the employee would earn if they had not voluntarily reduced their hours or taken an unpaid leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period ~~warrant~~ after return from the leave of absence.

## **ARTICLE 34 - DURATION**

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The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective on \_\_\_\_\_, 2019, subject to the acceptance of the ninety first (91st) session of the Legislature or the Joint Subcommittee on Employee Relations and shall remain in full force and effect through the 30th day of June, 2021.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than January 1st of odd numbered years that it desires to modify the Agreement.

This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that a Successor Agreement has not been agreed upon by an expiration date of this Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this Agreement by the serving of written notice upon the other party not less than ten (10) calendar days prior to the desired termination date which shall not be before the expiration date provided above.

In witness thereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

## APPENDIX G - SUPPLEMENTAL AGREEMENTS

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### E. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

**VACANCIES, FILLING OF POSITIONS.** Article 16, Sections 3 and 4 of the Master Agreement shall be supplemented and/or modified as follows:

**Section 3. Job Posting and Interest Bidding.** The Appointing Authority may post vacancies electronically. Such postings will be accessible to employees through use of the agency intraweb and the State Employment Website.

**Section 4. Filling of Positions.** Classified non-probationary employees in the same class and seniority unit who have made a timely bid shall be considered for the vacancy. When there are less than three (3) bidders for a vacancy, consideration shall be based upon, (but not limited to), the employee's ability to perform the job, the employee's qualifications to perform the job, the employee's current workload, and the employee's classification seniority and may be appointed to the opening prior to filling the vacancy through other means. In situations where there are three (3) or more bidders, the selection shall be limited to the three (3) most senior bidders. Selection from among these bidders may be made without regard to seniority. All employees who submitted a timely bid shall be notified in a timely manner of its acceptance or rejection. If the vacancy is not filled by this method, then it shall be filled pursuant to Article 16, Section 4(A) and (B) of the Master Agreement.

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

Within a particular office, seasonal employees shall be permanently laid off prior to the permanent layoff of unlimited employees within the same class. If, after the permanent layoff of the seasonal employees, permanent layoffs are still necessary, such layoffs shall be made pursuant to this Supplement and the Master Agreement.

~~**SENIORITY.** Article 15, Section 1(B) of the Master Agreement shall be supplemented or modified as follows:~~

~~A. For purposes of seniority, the classes Jobs & Training Interviewer, Unemployment Insurance Representative, Jobs & Training Representative, and Unemployment Insurance Operations Analyst are related during the life of this current Agreement.~~

**BENEFITS.** Articles 10 (Vacation), 11 (Holidays), 12 (Sick Leave) and 20 (Insurance) shall be modified and/or supplemented as follows:

1. Employees called back as temporary/emergency employees during seasonal or permanent layoff shall be eligible for all benefits/accruals they would have received while in their benefit eligible employment condition.

2. This provision shall only apply to temporary/emergency employees who are in seasonal or permanent layoff status.

## **H. DEPARTMENT OF HUMAN SERVICES**

### **The Following Language Applies to All DHS Seniority Units:**

#### **Vacancies, Filling of Positions**

Article 16, Section 4.B – Claiming shall be supplemented as follows:

If the vacancy is not filled as provided in Article 16, Section 4.A, the Appointing Authority shall consider claims of eligible Bargaining Unit employees facing layoff who request a transfer or demotion to a class (or class option) in which the employee served or for which the employee is determined to be qualified by the Employer.

Instead of accepting a claim, the Appointing Authority may choose to fill the vacancy by promoting a seniority unit employee or an employee from a different DHS seniority unit whose name was on a multi-source roster for the classification of the claimed position at the time the vacancy was first claimed, or by accepting the voluntary transfer or demotion of a current seniority unit employee or an employee from a different DHS seniority unit on notice of permanent layoff. If the Appointing Authority determines to fill the resulting vacancy, and it is not filled by an interest bidder or a recall from the seniority unit layoff list or the transfer or demotion of a seniority unit employee or other DHS employee who has received notice of permanent layoff, the Appointing Authority must consider interested and eligible claimers who were not selected for the original vacancy due to the promotion, transfer or voluntary demotion of a current seniority unit employee, prior to using any other vacancy filling method in 4(C) and prior to the consideration of any additional claimers for the resulting vacancy.

The receiving Appointing Authority shall determine if the employee is qualified for the position, and if so, shall not unreasonably deny the request (see the provisions of Article 17, Section 3(A)(5), regarding employee requests to claim positions in other seniority units to avoid layoff or bumping).

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

Permanent non-probationary classified employees from any DHS seniority unit in the same classification/class option may interest bid on the filling of such vacancy.

First consideration will be given to eligible bidders from within the seniority unit who have made a timely interest bid. Subsequent consideration will then be given to eligible bidders from other DHS seniority units. If the vacancy is not filled by an employee identified above, then it shall be filled as per Article 16, Section 4 of the Master Agreement.

#### **Layoff and Recall**

Article 17, Section 2 – Labor-Management Cooperation and Article 17, Section 3.A Layoff Procedures shall be modified as follows:

Once the decision for permanent layoff has been made the following shall be included in the layoff procedures:

- Employees with more classification seniority may volunteer to be laid off in lieu of less senior employees who would otherwise be laid off. Volunteers will be in the following order: most senior volunteers, first; least senior volunteers, last.
- Employees at risk of lay off must be capable and qualified to fill the position of the more senior employee volunteering to be laid off.

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 DHS seniority unit in the same, transferable or lower class (or class option) in which the employee previously served or for which they are determined to be qualified by the Employer.

### **Call In, Call Back, On-Call**

#### **On-Call Pay**

Article 25, Section 2 of the Agreement shall be modified as follows:

No employee shall be assigned to on-call status for a period of less than three (3) consecutive hours, unless the on-call assignment occurs on the employee's day off. If the on-call assignment occurs on the employee's day off, it shall be for no less than eight (8) consecutive hours.

An employee who is instructed to be in on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. An employee shall not receive on-call pay for hours actually worked.

### **Flex-Time**

Article 27, Section 1B is clarified as follows:

Flex-time Plan:

Employees of the Department of Human Services may request a modification to their work schedule. Flex-time plan options may include:

- Eight (8) consecutive hours in five work days;
- Ten (10) consecutive hours in four work days;
- Nine (9) consecutive hours in four work days plus four (4) consecutive hours for the other work day;
- Nine (9) consecutive hours of work for four (4) work days plus eight (8) consecutive hours of work on the fifth (5th) work day, followed by nine (9) consecutive hours of work on four (4) work days.

Managers retain the authority for approving, modifying, denying, or terminating individual schedules when they adversely affect services to clients/ customers; another employee's schedule; or the operations of the Department of Human Services.

The employee may appeal the decision of an immediate supervisor to deny, modify, or revoke a flex-time schedule to the second level supervisor, who should respond in writing. The decision of the supervisor is final and may not be grieved.

**The Following Language Applies to the Central Office Seniority Unit Only:**

**Student Loan Payment Reimbursement.**

- A. **Employee Request and Discretionary Approval.** An employee may request and the Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
- B. **Eligible Payments.** In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
- C. **Eligible Student Loan Debt.** The employee must have current student loan debt.
- D. **Exclusion.** Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.
- E. **Payment Amounts.** Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments.
- F. **Employee Length of Service Requirements.** Employees must have been employed by the Employer at least 18 months.
- G. **Employee Retention Requirement.** Employees who are approved to receive a student loan payment reimbursement must remain actively employed by DHS for a period of one (1) year after receiving a reimbursement payment.  
  
Employees who voluntarily leave the position or separate from state employment sooner than one (1) year after receiving such payment shall be required to repay the student loan reimbursement received the previous year on a pro-rated monthly basis.
- H. **Disbursement.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
- I. **Documentation of Student Loan Payments Required.** Documentation that the amount dispersed has been applied to the student loan will be provided to the Appointing Authority within sixty (60) calendar days of the disbursement.
- J. **Failure to provide required documentation of payments.** If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.

- K. Rights. This provision is not subject to the grievance or arbitration process.
- L. Effective: This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract. Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they leave the position or separate from state service, even if this pilot is discontinued in subsequent contracts.

**The Following Language Applies to the Following Seniority Units Only: Direct Care and Treatment (DCT).**

**MEMORANDUM OF UNDERSTANDING - SENIORITY**

This memorandum of understanding is made and entered into between the State of Minnesota and its Department of Human Services (Employer) and the Minnesota Association of Professional Employees, MAPE (Association), on this 26th day of August, 1988.

The terms of this memorandum are limited to those employees in positions in the Regional Treatment Centers and Nursing Homes affected by the Behavior Analyst/Recreation Therapist study which was implemented on August 19, 1987.

The Parties agree to supplement and/or modify Article 15, Seniority, and Article 16, Vacancies, Filling of Positions, of the Master Agreement as follows:

Class seniority for employees whose positions were reallocated to an equal class and who subsequently return to their initial class shall include the service in both classes.

**Work On A Holiday**

Article 11, Section 5 shall be supplemented as follows:

An employee shall receive a holiday bonus of thirty dollars (\$30.00) for each four (4) hours or portion thereof worked up to a maximum of sixty dollars (\$60.00) for those hours specifically assigned by the supervisor and worked on the holiday.

**Health And Job Safety**

**Infectious And Contagious Diseases**

Article 22 shall be supplemented as follows:

Where infectious or contagious diseases are diagnosed among the resident population of a facility, upon request of the Association, representatives of the facility and central office shall meet promptly with Association Representatives to determine what steps, if any, are necessary to educate employees about the disease(s) and to determine what steps, if any, are necessary to safeguard the health and safety of the employees as well as the residents. An employee who may be at risk to exposure to an infectious agent(s) as a result of responsibilities for the care of a



resident shall be informed of the resident's diagnosis or possible diagnosis by the facility according to facility policy and procedure.

### Wages

#### Hostage Leave

Article 24, Section ~~10~~ 9 of the Agreement shall be modified as follows:

The Employer and the Association agree that employees who suffer a disabling injury as a direct result of a life-threatening hostage incident, shall be authorized by the Appointing Authority for injured on duty pay on the basis of stress related illnesses suffered without demonstration of physical injury.

The Appointing Authority may require the employee to provide a statement from the employee's medical or mental health provider verifying the employee's condition and the anticipated time needed before the employee is able to return to his or her work duties. In no case shall injured on duty pay extend beyond 240 hours.

#### Hours Of Work And Overtime

Article 27, Section 1 (A) shall be supplemented as follows:

- A. Scheduling. The Appointing Authority shall provide no less than fourteen (14) calendar days notice to the affected employee(s) prior to making a change in the days of work, hours of work or the length of the work day of full-time employees.

If the Appointing Authority changes an employee's scheduled day(s) off with less than fourteen (14) calendar days notice to the affected employees and the employee is scheduled to perform work at a time specifically designated by the Appointing Authority, the employee shall receive ten dollars (\$10.00) for each four (4) hours or portion thereof worked on the original day off up to a maximum of twenty dollars (\$20.00).

If the Appointing Authority changes an employee's scheduled hours of work by four (4) hours or more with less than fourteen (14) calendar days notice to the affected employee and the employee is scheduled to perform work at a time specifically designated by the Appointing Authority, the employee shall receive ten dollars (\$10.00) for each four (4) hours or portion thereof worked outside the normally scheduled hours of work, up to a maximum of twenty dollars (\$20.00).

#### Overnight Activities

The total compensation granted to employees assigned to overnight activities which involve the supervision of residents when such assignments are twenty-four (24) hours shall be as follows: eight (8) hours of straight time and twelve (12) hours at the appropriate overtime rate per Article 27, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

## I. DEPARTMENT OF HUMAN SERVICES

The Following Language Applies to All DHS Seniority Units.

### MEMORANDUM OF UNDERSTANDING

#### SENIORITY

This memorandum of understanding is made and entered into between the State of Minnesota and its Department of Human Services (Employer) and the Minnesota Association of Professional Employees, MAPE (Association), on this 26th day of August, 1988.

The terms of this memorandum are limited to those employees in positions in the Regional Treatment Centers and Nursing Homes affected by the Behavior Analyst/Recreation Therapist study which was implemented on August 19, 1987.

The Parties agree to supplement and/or modify Article 15, Seniority, and Article 16, Vacancies, Filling of Positions, of the Master Agreement as follows:

Class seniority for employees whose positions were reallocated to an equal class and who subsequently return to their initial class shall include the service in both classes.

### Memorandum of Understanding - MAPE INCENTIVES

#### 1. Affected Job Classes in Direct Care and Treatment Services (DCT).

Behavioral Analyst 1  
Behavioral Analyst 2  
Behavioral Analyst 3  
Clinical Program Therapist 2  
Clinical Program Therapist 3  
Clinical Program Therapist 4  
Dietician 1  
Licensed Alcohol/Drug Counselor  
Occupational Therapist  
Occupational Therapist Senior  
Physical Therapist  
Psychologist 1  
Psychologist 2  
Psychologist 3

Recreation Therapist  
Recreation Therapist Lead  
Recreation Therapist Senior  
Rehabilitation Counselor  
Rehabilitation Counselor Senior  
Safety Administrator  
Skills Development Specialist  
Social Worker  
Social Work Specialist  
Social Work Specialist Sr. — Human Services  
Social Worker Senior  
Speech Pathologist

2. **Retention Incentive for Employees at the Salary Range Maximum.** This retention incentive for employees at the salary range maximum provision ~~shall be in effect from the effective date of this Agreement through June 30, 2019.~~ becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.

Employees (in the above specified job classifications) who have been at the maximum salary rate for their job classification for six (6) or more months may receive a discretionary lump sum payment of up to two thousand five hundred dollars (\$2,500). Such payments are permitted only when the employee has demonstrated satisfactory or better job performance. Such payments may be granted once per fiscal year.

3. **Recruitment Incentive for Newly Hired Employees.** This recruitment incentive for newly hired employee's provision ~~shall be in effect from the effective date of this Agreement through June 30, 2019.~~ becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.

Newly hired employees may be granted a recruitment incentive of up to two thousand five hundred dollars (\$2,500). The incentive shall be paid in two (2) increments: half after successful completion of the required probationary period, and half after twelve (12) months of continuous satisfactory service. Current employees of the State of Minnesota are not eligible for this payment.

4. **Referral Incentive.** This referral incentive provision ~~shall be in effect from the effective date of this Agreement through June 30, 2019.~~ becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.

Any current DCT employee covered by the MAPE Master Agreement may receive a lump-sum payment of five hundred dollars (\$500) for making the first referral of a candidate who accepts a pre-designated vacancy (in the affected job classes) and successfully completes their probationary period. The Appointing Authority may designate individual vacant positions (in the affected job classes) or entire classifications that are subject to the referral incentive. This provision only applies to the appointment of candidates who are not current state employees. No more than one lump-sum payment shall be paid for each designated vacancy. Prior to offering to make such lump-sum payments for referrals, the Appointing Authority shall establish procedures for recording referrals and determining which employee made the first referral of a candidate.

5. **Student Loan Payment Reimbursement.** This student loan payment reimbursement provision ~~shall be in effect from the effective date of this Agreement through June 30, 2019.~~ becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.
  - A. **Employee Request and Discretionary Approval.** An employee may request and the Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
  - B. **Eligible Payments.** In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
  - C. **Eligible Student Loan Debt.** The employee must have current student loan debt incurred within fifteen (15) years immediately prior to the payment being requested by the employee.
  - D. **Exclusion.** Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.
  - E. **Payment Amounts.** Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments issued to any employee.
  - F. **Payment Dispersal Disbursement.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
  - G. **Employee Length of Service Requirements.** Employees must have been employed by the Employer Appointing Authority at least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty four (1,044) hours per year.
  - H. **Employee Retention Requirement.** Employees who are approved to receive a student loan payment reimbursement must remain actively employed by DHS for a period of one (1) year after receiving a reimbursement payment. Employees who voluntarily separate sooner than one (1) year after receiving such payment shall be required by the Appointing Authority to repay the student loan reimbursement received the previous year.

Such repayment shall be on a prorated, monthly basis. The repayment requirements may, under special circumstances, be waived by the Employer, the Commissioner of Management and Budget. Such waiver must be requested in writing by the Appointing Authority.

If an employee is required to repay all or part of a student loan reimbursement payment, the Appointing Authority shall deduct the amount owed from vacation payout or compensatory time payout or severance pay. If the amount withheld from payouts is not sufficient to reimburse the State, the employee is required to reimburse the State for the remaining amount.

Retention and repayment requirements do not apply in the case of death or permanent layoff.

- I. **Documentation of Student Loan Payments Required.** The Employee must provide documentation of actual student loan payments as described below:
  - For reimbursement of loan payments: Documentation of actual loan payments made within the twelve (12) months immediately prior to application for loan payment reimbursement. The amount approved for any student loan reimbursement must be equal to or greater than the amount the employee has paid toward the loan in the twelve (12) months prior to the application;
  - For lump sum loan payments: Documentation that the amount dispersed has been applied to the student loan will be provided to the Appointing Authority within sixty (60) calendar days of the disbursement.
  
- J. **Failure to provide required documentation of payments.** If the employee does not fulfill the reporting requirement as described in H above, the employee will be required to repay the total amount.

## **M. MINNESOTA STATE ACADEMIES**

**LAYOFF AND RECALL.** Notwithstanding Article 17, Layoff and Recall, Section 3(F), Recall, the following recall provisions shall apply to the Minnesota State Academies (**MSA**):

**MSA** The Appointing Authority shall notify all **10-month** employees of all summer ~~school openings~~ **work opportunities**. An employee may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the employee. Once the employee elects to sign the waiver of recall, such employee shall not be able to exercise their seniority rights for recall for the duration of the summer ~~school~~. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Association and the employee.

Any waiver of recall by an employee is not to be considered a refusal to return to work and shall not be considered to be a break in continuous service. This Section does not, in any way, constitute a forfeiture of the Appointing Authority's right to recall laid off employees, whenever necessary, to

carry out the functions and needs of MSA during the summer ~~school programs~~. Notification of intent to return to work may be made in writing and hand delivered, provided that a written receipt of such notification is given.

**CALL BACK DATE.** By the end of the school year, the interpreters and their supervisor will mutually agree to a yearly calendar that outlines Interpreter’s August return date, professional development days, and work days for the upcoming school year. Any foreseeable changes to the yearly calendar will be communicated to the interpreters at least fourteen (14) days prior to change.

**EXTRACURRICULAR ASSIGNMENTS.** Article 24 shall be amended as follows:

Payment to employees who are offered and accept extracurricular assignments shall be paid the same rates specified in the current State Residential Schools Education Association Agreement.

### **INTERPRETERS**

**SENIORITY.** Article 15, Section 3 of the Master Agreement shall be supplemented by the following:

Classification Seniority Bid for interpreters hired on the same day: Interpreters shall first be delineated into 2 groups; certified and non-certified. For the purpose of this section, certification indicates full professional certification as an interpreter as defined by the appointing authority. Certified interpreters shall use the date of certification to determine ranking. If ~~at this time~~ ties are still present, the order of seniority shall be drawn by lot. In the case of non-certified interpreters, they shall be ranked based on years of experience in the Interpreter field. If ~~at this time~~ ties are still present, the order of seniority shall be drawn by lot. Certified interpreters shall be ranked higher in seniority than non-certified interpreters. At the point in time when non-certified interpreters become certified, their seniority rank shall be adjusted to reflect actual years of service at MSA.

~~**HOURS OF WORK AND OVERTIME.** Article 27 of the Master Agreement shall be supplemented by the following:~~

~~Work hours when one site is closed, When the Academy is closed while the Faribault Public School is open, Interpreters may either work up to a full 8 hour day or provide coverage by other staff for their assignments.~~

**HOURS OF WORK AND OVERTIME.** Article 27 Section 1. General Provisions Letter (F) of the Master Agreement shall be supplemented and/or modified by the following:

Compensation Bank: Interpreters shall have their compensation banks liquidated twice annually on June 1 and December 1. Prior to liquidation, interpreter staff can request to carry over all or a portion of their compensatory bank hours for use as comp time during unscheduled workdays or time periods (i.e., summer or breaks). Any cash payment of unused compensatory time shall be at the employee’s current rate of pay.

**CALL IN, CALL BACK, ON-CALL.** Article 25 Section 12 shall be supplemented and/or modified by the following:

1. ~~MSA The Employer~~ shall pay ~~ASL~~ interpreters a minimum of two (2) hours for interpreting in the following situations: ~~Community~~ Interpreting assignments and meetings/events that occur on an employee's otherwise unscheduled days of the week including Saturdays/Sundays. If the assignment/meeting/event extends beyond the scheduled end time, ~~MSA the Employer~~ agrees to pay for the actual time worked at the appropriate overtime rate.
2. ~~MSA The Employer~~ shall pay ~~ASL~~ interpreters a minimum of two (2) hours for all other situations when the employee is assigned to interpret for evening/after-hours meetings/events; if the meeting/event extends beyond the scheduled end time, ~~MSA the Employer~~ agrees to pay for the actual time worked at the appropriate overtime rate. If the meeting/event ends before the scheduled time, the ~~ASL~~ interpreter shall be paid for the total scheduled time.
3. MSA agrees to pay interpreters a minimum of two (2) hours for cancelled assignments scheduled for evenings/after-hours or on unscheduled work days only if notification is not sent to the interpreter prior to the end of their regular work day. Every effort will be made to notify interpreters as early as possible of schedule changes. Interpreters are responsible for checking their email, voice mail, and/or text messages prior to the end of their work day for any such notification.
4. In all ~~both~~ cases above (1, and 2, 3), ~~MSA the Employer~~ agrees to pay overtime in cash or compensatory time, whichever the interpreter chooses.

**WAGES.** Article 24 Section 2 of the Master Agreement shall be supplemented and/or modified by the following:

Progression Step for Certification: If an ~~i~~ interpreter is hired without certification, such ~~i~~ interpreter shall receive a one-step wage progression upon proof of certification and paid retroactively to the date certification was achieved.

~~**CALL BACK DATE.** Within ten days of formal approval of the upcoming school calendar, Management shall provide, in writing, all interpreters with their August return date.~~ (This section (Call Back Date) was moved to the section re: Layoff and Recall)

**ALL STAFF BACK:** MSA shall allow and provide coverage for interpreters to attend the MSA all staff welcome back orientation for the purposes of on boarding after the summer months.

~~**SUMMER COVERAGE.** An interpreter will be selected who will schedule interpreters throughout the summer months; this person shall be scheduled to work up to 20 hours per week during the summer weeks to fulfill this need. When this position is open due to any leave, another staff shall cover the position up to 10 hours per week and shall hold the single responsibility of scheduling coverage of interpreter summer assignments.~~

**PROFESSIONAL DEVELOPMENT.** Interpreters shall receive at least 25 hours (~~or hours generally consistent with Faribault Public Schools early release days plus one eight-hour workday~~) per year designated for interpreter-specific professional development. Notification of interpreter-specific

professional development days will be communicated to other supervisors to assure time is uninterrupted.

#### **N. MINNESOTA STATE COLLEGES AND UNIVERSITIES (MINNESOTA STATE)**

- 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, a termination of an appointment for reason(s) other than discharge or if they meet 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 or termination of an appointment for reason(s) other than discharge;
    4. be given, at minimum, thirty-five (35) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force;
    5. be given a minimum of thirty-five (35) calendar days notice prior to their last day of work due to a termination of an appointment for reason(s) other than discharge. The termination of an appointment may not be used by the Appointing Authority to resolve issues with employee performance or alleged misconduct;
    6. upon involuntary separation due to reduction in force or termination of an appointment for reason(s) other than discharge, have the right to express interest for any MAPE unclassified vacancies posted within Minnesota State 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 Chief Human Resources Officer prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, they shall be granted an interview. Non-selection shall not be grievable.



7. upon involuntary separation due to a reduction in force or termination of an appointment for reason(s) other than discharge, have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash; and
  8. have copies of notices provided to employee under 1.A.4 or 1.A.5 above, provided to the Association by electronic mail or other mutually agreeable means.
- B. Unclassified employees who change class or class option, or who move to another Minnesota State 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 (hired under Minn §43A.08, Subd. 2a) 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 [B1](#) or [B2 above](#), the employee's employment may be terminated. Such termination is without recourse to the provisions outlined in Section [MN.I.A.](#) of this supplemental agreement.

- A. 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 Chief Human Resources Officer prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, they shall be granted an interview. Non-selection shall not be grievable. Any employee covered by this agreement who meets all the service criteria listed in Section [MN.I.A.](#) shall be eligible for this provision.
- B. **Unpaid Leaves of Absence** – Unclassified Employees. Leave may be granted to any unclassified employee, at the discretion of the Appointing Authority, to accept another unclassified or administrative position within the Minnesota State Colleges and Universities. All terms and conditions of the leave, including the start and end dates, shall be put in writing prior to the commencement of the leave and a copy of the written agreement shall be placed in the employee's official personnel file and also 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. Upon certification of satisfactory performance by their supervisor, a Customized Training Representative shall be eligible for annual progression increases and incentive bonuses in accordance with the current Minnesota State Human Resources Guideline & Interpretation procedure #CMP005 Customized Training Representative Compensation, or any subsequent iteration of procedure #CMP005, however denominated. 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 fiscal year goals and objectives or at the discretion of the Appointing Authority the goals and objectives for the Customized Training Representative may be based on a different twelve (12) month period. If the goals and objectives are based on a twelve (12) month period other than a fiscal year, it shall be communicated to the Customized Training Representative. Progress toward meeting the goals and objectives should be reviewed with the Customized Training Representative periodically throughout the fiscal year or established twelve (12) month period as applicable.
2. Level one goal(s) and objective(s) shall establish the minimum performance standard necessary to maintain the Customized Training Representative's continued employment and to qualify for progression increases for the next fiscal year. Failure to satisfactorily achieve level one goals may result in discharge from employment.
3. Level two goal(s) and objective(s) shall establish the minimum performance standards necessary for receipt of an incentive bonus for the next fiscal year. Level one goals must be satisfactorily completed by the Customized Training Representative to be eligible for any incentive bonus.

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. If the college president sustains the discipline or discharge, the employee may request that the decision be reviewed by the system office Labor Relations division. Upon review, the system office Labor Relations division will determine if the president's decision was arbitrary or capricious. The decision of the system office Labor Relations division will 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 or termination of an appointment for reason(s) other than discharge shall be eligible for the following benefits.
  - a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated for either of the reasons listed in D.1. above 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 for either of the reasons listed in D.1. above.
  - c. Customized Training Representatives shall be given a minimum of thirty-five (35) 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 for either of the reasons listed in D.1. above shall be allowed to express interest for any permanent unclassified vacancies posted within Minnesota State for a minimum of six (6) months following the date of their separation. Customized Training Representatives shall notify the Chief Human Resources Officer prior to the application deadline. If the Customized Training Representative meets the posted minimum qualifications of the position, as determined by the Appointing Authority, they shall be granted an interview. Non-selection shall not be grievable.
  - e. Upon involuntary separation from their position for either of the reasons listed in D.1. above, Customized Training Representatives shall have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash.

III. **SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS**

- A. As allowed by Minnesota Statutes §§ 354C.11, 354C.12 and 356.24, the Employer will make a matching contribution up to a maximum of one thousand seven hundred dollars (\$1,700.00) per fiscal year to each eligible employee's supplemental retirement account. 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 Minnesota State 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 Minnesota State 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 basis.

Sign language interpreters employed as academic year seasonal employees who perform up to four (4) hours of work for the Appointing Authority in a pay period falling outside of the employee's normal academic year schedule shall be paid the equivalent of four (4) hours of work provided that the employee has accepted all offers of interpreting work from the Appointing Authority during that pay period.

#### **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 Minnesota State 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 Minnesota State 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, may 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**

- I. 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. At the administration's discretion, an academic year seasonal employee's season may be extended to include up to four (4) additional weeks. These additional weeks of an extended season must be worked immediately before the established academic year begins, immediately after the established academic year ends, or divided between the start and end of the established academic year. In no case shall the season be extended beyond the cumulative total of four (4) additional weeks. 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.

- II. 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 be eligible to receive paid holidays and accrue vacation and sick leave notwithstanding any language in the Master Agreement that would exclude intermittent employees from eligibility. Holiday pay entitlement and pro-ration, vacation use and accruals and sick leave use and accruals shall be in accordance with the Master Agreement. The "Holiday Accrual" language in Section IX.A of this supplemental agreement shall not apply during such intermittent employment.
- III. 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.
- IV. 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 Minnesota State 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 Labor Relations Division shall arrange a meeting with the Association in an attempt to resolve the grievance.

Within fourteen (14) calendar days following this meeting, the Minnesota State 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 Minnesota State 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**

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 Minnesota State Appointing Authority in the same, transferable or lower class (or class option) for which they are determined to be qualified by the Employer.

**XV. PROFESSIONAL DEVELOPMENT**

Upon completion of one (1) year of continuous employment (without a break in service) in the Minnesota State system, full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal employees, classified and unclassified, may for the purpose of professional development, be permitted to enroll on a space-available basis in credit courses at any Minnesota State college and/or university without payment of tuition. Such enrollment is at the discretion of the Appointing Authority and shall not exceed eight (8) credits per academic year (the academic year runs from the beginning of the fall semester through the end of the summer session). The employee will pay all applicable fees.

When the employee has completed three (3) years of continuous employment (without a break in service) in the Minnesota State system, and becomes eligible for tuition waiver under Part VII of this supplement, credits taken under this section shall be deducted from the credits allowed per year under Part ~~VII~~ of this supplement.

Spouses and dependents are not eligible for credits under this section.

## **R. DEPARTMENT OF REVENUE**

**SENIORITY AND VACATION ACCRUALS.** Article 15 of the Master Agreement is modified as follows:

State Seniority for all full-time or part-time unlimited employees of the Department of Revenue working on July 1, 1989, shall include actual time worked as a seasonal employee in the Department of Revenue prior to becoming full-time or part-time unlimited employees, provided such time was unbroken by failure to work consecutive seasons and provided the Employer is notified in writing by said employees during the month of September, 1989.

For those employees whose State Seniority is changed pursuant to this section, length of service for purposes of vacation accrual rate calculations shall also be adjusted by an equal number of months of service. Such adjustments to seniority and length of service shall be prospective in effect.

**VACANCIES, FILLING OF POSITIONS.** Article 16, Section 3, Job Posting and Interest Bidding, of the Master Agreement shall be supplemented and/or modified as follows:

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, or if a vacancy in the same job class, same work unit, same supervisor, and with substantially the same job duties, was posted within the previous thirty (30) days. If no interest bids were received on the original vacancy, the Appointing Authority shall proceed to fill the subsequent position through other means. If interest bids were received on the original vacancy, the Appointing Authority shall consider the remaining interest bidders for the subsequent vacancy, in accordance with Article 16, Section 4, of the Master Agreement.

**LAYOFF AND RECALL.** (Relationship Between Out of State Offices and Offices in Minnesota)

Article 17, Layoff and Recall, Section 3(A)(4)(b) shall be supplemented and/or modified as follows:

Options more than thirty-five miles from the employee's current work location:

1. Accept a vacancy in the same or an equal or lower class or class option in which the employee previously served or for which the employee is determined to be qualified by the Employer.
2. Bump the least senior employee in the same or an equal or lower class or class option in which the employee previously served.
  - (1) If the employee receiving notice of layoff is permanently assigned within the State of Minnesota and the least senior employee on a seniority unit wide basis (within and outside the State of Minnesota) in the same, or an equal or lower class or class option in which the employee previously served is permanently assigned to an out-of-state office, the employee receiving notice may choose between bumping the least senior employee in the out-of-state office or bumping the least senior employee within the State of Minnesota.
  - (2) If the employee receiving notice of layoff is permanently assigned to an out-of-state office, the provisions of Article 17 shall apply as written in the master agreement.

All other provisions of Article 17, Layoff and Recall, shall apply.



In all cases the employee who is bumping must have more classification seniority, as determined by Article 15 (Seniority) than the employee they bump.

**HOURS OF WORK AND OVERTIME.** Article 27, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employees in a Revenue Tax Specialist job classification who are assigned to an out-of-state audit assignment shall receive eight (8) hours of compensatory overtime for each such assignment if:

1. The assignment includes at least seven (7) consecutive working days; and
2. The employee is required to be away from home at least one (1) full weekend.

This compensatory overtime shall be administered and liquidated in accordance with all applicable provisions of Article 27, Section 6 of the Master Agreement.

**FLEX-TIME.** The Appointing Authority and the Association shall meet and confer on flex-time plans. Both parties recognize the need to be in compliance with the Fair Labor Standards Act.

**WAGES (OUT-OF-STATE OFFICES).** Article 24 of the Master Agreement shall be supplemented and/or modified as follows:

**Section 1. Differential.**

Employees of the Department of Revenue who are permanently assigned to an out-of-state location shall be eligible for a salary differential based on their permanent work location, if applicable. For employees assigned to out of state location after July 1, 2017, to be eligible for a differential, the employee's permanent work location must be within the metropolitan area of a city listed below. (See appendix L for a list of the cities and counties included in the metropolitan areas). The differential shall be a percentage of the employee's hourly base rate of pay, rounded to the nearest cent per hour, and shall be included in all payroll calculations, including periods of paid leave. For the purpose of determining any change in salary pursuant to the provisions of Article 24, the differential shall be removed from the employee's current rate of pay and recomputed upon the employee's new hourly base rate of pay.

The differentials for existing locations shall be as follows:

Location	Differential Prior to 2001-2003	Differential Effective 2001	Differential Effective 2003	Differential Effective 2007	Differential Effective 2017	<u>Differential Effective 2019</u>
Atlanta, GA	20 percent	10 percent	-	-	No differential	
Atoka, OK	-	-	-	-	No differential	
<u>Attleboro, MA</u>						<u>10 percent</u>
Chicago, IL	20 percent	20 percent	-	-	10 percent	
Cincinnati, OH	-	-	-	-	-	
Cleveland, OH	15 percent	No differential	-	-	No differential	
Dallas, TX	15 percent	No differential	-	-	-	
Des Moines, IA	-	-	No differential	-	-	
Los Angeles, CA	30 percent	30 percent	-	-	-	
Milwaukee, WI	-	No differential	-	-	-	

Location	Differential Prior to 2001-2003	Differential Effective 2001	Differential Effective 2003	Differential Effective 2007	Differential Effective 2017	<u>Differential Effective 2019</u>
New York/ New Jersey	30 percent	30 percent	-	-	-	
<u>Ocala, FL</u>						<u>No differential</u>
Phoenix, AZ	-	-	-	-	No differential	
<u>Richmond Hills, GA</u>						<u>No differential</u>
St. Louis, MO	15 percent	No differential	-	-	-	
San Francisco, CA	30 percent	30 percent	-	-	-	
Seattle, WA	-	10 percent	-	15 percent	-	
Spokane, WA	-	-	-	-	No differential	
<del>Valparaiso, IN</del>	-	-	-	-	<del>No differential</del>	
Washington, D.C.	30 percent	30 percent	-	-	-	

If additional locations are established by the Department of Revenue during the life of this agreement, the amount of differential, if any, for that location shall be determined by the Employer, who shall meet and confer with the Association before any new differential is implemented.

**Section 2. Progression.**

Eligibility for and dates of progression increases for employees assigned to out-of-state offices shall be governed by the provisions of Article 24.

**Section 3. Changes in Work Location.**

Subsequent to the effective date of this agreement, employees who accept positions in an out-of-state location shall be paid at the appropriate step of the salary range as determined by the Master Agreement plus any applicable differential established under the provisions of Section 1 of this supplemental agreement.

Subsequent to the effective date of this agreement, employees who relocate from one out-of-state location to another out-of-state location shall receive the differential which applies to the new location.

Subsequent to the effective date of this agreement, employees of an out-of-state location who accept positions within the geographic boundaries of the State of Minnesota shall cease to be paid any differential provided by this supplemental agreement.

The necessity of an addition, recomputation or cessation of a differential shall be determined by the Employer. The Employer shall meet and negotiate the amount of the differential and its effect on current employees. The effective date of any change in salary due to the addition, recomputation or cessation of a differential under the provisions of this section shall be the effective date of the new Agreement, or the effective date of employment in a new location. Employees working at the time of implementation of the 2001-2003 Agreement shall continue to receive their current differential as long as they remain employed in the same location. Employees accepting initial appointments with the State of Minnesota shall be paid the appropriate differential effective on the date of the appointment.

**EXPENSES.** Article 18, Expenses, of the Master Agreement shall be supplemented and/or modified as follows:

Employees in travel status to an out-of-state assignment which includes at least seven (7) consecutive working days and the employee is required to be away from home at least one (1) full weekend, shall be allowed the actual cost not to exceed twenty-five dollars (\$25.00) per week for laundry and dry cleaning for each week after the first week. Receipts are required for any amount over five dollars (\$5.00) per trip.

**PROFESSIONAL EXAMINATIONS.** Effective July 1, 2017, and dependent upon the availability of funds and the operational needs of the Department of Revenue, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1,000) to employees who receive notification of passing all parts of a:

- CPA examination
- Certified Fraud Examiner examination
- Certified Internal Auditor examination
- Project Management Professional examination

provided the employee is in good standing with the department. The employee must be employed with the Department of Revenue at the time that at least one section of the examination is taken and passed. Employees who pass an above listed exam and remain employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000), provided the employee is in good standing with the department.

Employees who received notification of passing all parts of an above listed examination, with at least one section having been taken and passed while employed at the Department of Revenue, and who received such notification within one (1) year prior to July 1, 2017, are ineligible for the initial lump sum payment. However, the Appointing Authority may provide the second lump sum payment of one thousand dollars (\$1,000) provided the employee remains employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the examination and provided the employee is in good standing with the department.

Employees who received notification of passing all parts of an above listed examination prior to July 1, 2016, or prior to being employed by the Department of Revenue, shall be ineligible for any of the lump sum payments for that examination.

The Appointing Authority may add additional examinations at its discretion.

**CONTINUING EDUCATION.** Dependent upon the availability of funds and the operational needs of the Department of Revenue, the Appointing Authority may provide on-going continuing education courses for employees with professional certifications. These courses will be open to all employees of the agency, although preference may be given to those employees holding professional certifications that require specific courses for renewal of the certification.

The Appointing Authority will make an effort to ensure that the subject matter of the continuing education courses is based on the proportion of professional certifications held by Department of Revenue employees.

In consultation with the Association, the Appointing Authority will determine which classes will be offered to employees.

The Appointing Authority agrees to provide reasonable support to ensure that classes will be accepted by the respective certification boards. This support includes complying with National Association of State Boards of Accountancy (NASBA) standards in the planning, performance, and administration of training courses. Individual employees will be provided documentation summarizing classes they have attended onsite that meet NASBA standards.

#### **MEMORANDUM OF UNDERSTANDING**

The Memorandum of Understanding associated with the classification merger which resulted in the creation of the Revenue Tax Specialist class series, with an effective date of March 8, 1995, shall remain in effect for those employees covered by Section 4, Tax Examiner Classification Series Conversion. A copy of the MOU can be found in the Department of Revenue Human Resource Office, at MAPE Central Office, or in prior contracts.

May 16, 2017

RE: Joint Understanding between MAPE and the Department of Revenue

During 2017-19 Supplemental Negotiations, a proposal was introduced by MAPE to the Department of Revenue regarding a potential student loan reimbursement program. The parties recognize the need for further research, as well as the uncertainty of the 2017-19 budget. The parties are committed to continuing discussions on this topic through the Meet and Confer process. Any agreement will be documented through a Memorandum of Understanding.

Sincerely,

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Kathy Zieminski  
Department of Revenue

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Nic Frey  
MN Association of Professional Employees

#### **U. MN.IT SERVICES**

**BA/PM/QA CLASS OPTION.** Article 15 – Seniority. Section 1 shall be modified 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.

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

**On Call.** 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. 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 four (4) consecutive hours.

**MEAL PERIODS.** 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 their 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 shift will be able to work a straight eight (8) hours and will not be 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 it was approved.

**COMPENSATORY BANK.** Article 27 – Hours of Work and Overtime. New Section J added as follows:

- F. **Compensatory Bank.** The compensatory bank shall be liquidated once annually on the last pay date of January of 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.

**DAYLIGHT SAVINGS TIME.** Article 27, Hours of Work and Overtime, Section 1.K. (New) shall be added as follows:

- A. **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.

### **Student Loan Repayment (Pilot – Supplements only)**

- An employee may request and an Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
- In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
- Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments if this pilot is continued in future years
- Employees must have been employed by the Employer for at least 18 months.
- Employees who are approved to receive a student loan payment reimbursement must remain employed by the Agency for a period of one (1) year after receiving a reimbursement payment.

- Employees who separate from the Agency sooner than one (1) year after receiving a reimbursement payment shall be required to repay the student loan reimbursement received the previous year on a prorated monthly basis.
- Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
- Within sixty (60) calendar days of the disbursement, the employee must provide documentation to the Appointing Authority that the amount disbursed has been applied to the student loan.
- If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.
- This provision is not subject to the grievance procedure.
- This provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract. Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they separate from the Agency, even if this pilot is discontinued in subsequent Agreements.

*This new letter is inserted describing a new agreed upon pilot program allowing Agencies the option of offering Student Loan Payment Reimbursement at their discretion.*



June 20, 2019

Lina Jamoul, Executive Director  
MAPE  
3460 Lexington Ave. N., Suite 300  
Shoreview, MN 55126

Re: Student Loan Payment Reimbursement - Pilot

Dear Lina:

As part of negotiations with MAPE for the 2019-2021 Agreement, the parties agreed to a pilot program to allow Agencies the option of offering Student Loan Payment Reimbursement at their discretion. The

details are outlined below:

- An employee may request and an Agency may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
- In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
- Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments if this pilot is continued in future years.
- Employees must have been employed by the Employer for at least 18 months.
- Employees who are approved to receive a student loan payment reimbursement must remain employed by the Agency (or campus in the case of Minnesota State) for a period of one (1) year after receiving a reimbursement payment.
- Employees who separate from the Agency (or campus in the case of Minnesota State) sooner than one (1) year after receiving a reimbursement payment shall be required to repay the student loan reimbursement received the previous year on a prorated monthly basis.
- Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Agency.
- Within sixty (60) calendar days of the disbursement, the employee must provide documentation to the Agency that the amount disbursed has been applied to the student loan.
- If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.
- This provision is not subject to the grievance procedure.
- This provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract. Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they separate from the Agency, even if this pilot is discontinued in subsequent Agreements.
- Upon advance written notice to the Association and Minnesota Management and Budget, Agencies may participate in this pilot.

Sincerely,

Austin Neese  
Labor Relations Consultant



This letter is removed from the contract with new language covering the 2013 statutory changes for sick leave benefits.



DATE: August 15, 2014

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

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

RE: \_\_\_\_\_ Further Expansion of Sick Leave Benefits

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

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

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

- \_\_\_\_\_ Grandchild
- \_\_\_\_\_ Father-in-law
- \_\_\_\_\_ Mother-in-law

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

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

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

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

Letter 9

This letter has been modified allowing for a six (6) month, instead of three (3), phased retirement without needing a written agreement. Agencies may participate by providing notice to MAPE. It is no longer restricted to specific agencies.



July 5, 2017

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

Re: Phased Retirement Pilot

Dear Chet:

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

#### **Article 16 – Vacancies, Filling of Positions**

##### Section 9 – Phased Retirement Pilot [NEW]

###### A. Eligibility

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

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

###### B. Implementation

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

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

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

#### A. Benefits

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

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

#### B. Expectations

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

C. Evaluation: Authorities participating in this pilot shall annually report on the usage and effectiveness of this program. The Parties agree to Meet and Confer at least once prior to July 1, 2020, to review the pilot program.

#### ~~C.~~ D. Participationng Appointing Authorities

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

~~Department of Administration~~

~~Department of Agriculture~~

~~Department of Corrections~~

~~Department of Education~~

~~Department of Employment and Economic Development~~

~~Department of Human Services~~

~~Department of Labor and Industry~~

~~Minnesota Management and Budget~~

~~Department of Natural Resources~~

~~Department of Revenue~~

~~Department of Transportation  
Department of Veterans Affairs  
Board of Water and Soil Resources  
Minnesota IT Services at those Appointing Authorities listed above.~~

Upon advance written notice to the Association, ~~other~~ Appointing Authorities may participate in this Pilot. Appointing Authorities who have given such notice prior to the ratification of this agreement need not give notice again.

D. Effective Dates

The Phased Retirement Pilot will become effective upon implementation of this agreement and will remain in effect until a successor agreement is implemented ~~through June 30, 2019.~~



June 19, 2019

Lina Jamoul, Executive Director  
MAPE  
3460 Lexington Ave. N., Suite 300  
Shoreview, MN 55126

Re: Career Mapping

Dear Lina,

As part of our negotiations with MAPE for the 2019-2021 Agreement, the parties discussed the desirability of making it possible for employees to identify a career path for themselves in state service.

### **Overview and Commitment**

The State of Minnesota is committed to the professional development of its employees. We recognize that the statewide classification system managed by Minnesota Management and Budget can sometimes be difficult to navigate for the purposes of individual career planning and mapping. Therefore, MMB is dedicated to simplification of the system, including:

- Continuing efforts to provide up-to-date class specifications containing the type and level of work of positions within every classification and ensuring the class specification is available in a central location for employees.
- Providing explanation of the distinction between classes in a series, either within the class specification via the distinguishing characteristics section, or via a separate distinguishing characteristics document.
- Ongoing dialogue with members to address gaps in clarity, opportunities for enhanced understanding, and continued improvement to the tools and resources available to navigate the statewide classification system.

### **Career Development Resources**

Through Joint Labor Management Committee meetings conducted 2017 – 2019 between the Association and the Employer, the parties agreed that the HR Toolbox is a tool MAPE members

can utilize for career planning. MAPE members are encouraged to visit the Classification and Recruitment areas on the site for resources.

**Considerations:**

1. MMB will continue to make available best practice guidance, tools and resources on a variety of topics, including career development, on the HR Toolbox site.
2. MAPE members are to be advocates for their own personal career development through exploration of current state opportunities and an understanding that career development is contingent upon a member's own demonstrated strengths and career goals, and may be manifested differently for each individual member. A career map may occur within one or more state agencies, within similar or varying career families/paths, or via promotions, lateral movements, and/or demotions. Members are encouraged to engage in ongoing communication with their direct supervisors, managers, human resources representatives, and statewide networks for education and support.
3. Agencies will continue to implement career maps where it makes sense to do so, and make use of options and resources such as work out of class, mobility and other appointment types which are applicable to meet the needs of the agency and for employee development, in accordance with the appropriate Administrative Procedures and other policies. MMB will partner with agencies, and support such efforts. MMB agrees to make Administrative Procedures available to MAPE for comment for at least fifteen (15) days prior to implementation.
4. Both parties agree to continue a dialogue about professional development for state employees.

This letter should not be construed to require any changes in minimum qualifications, to infringe upon the authority of the Employer to make hiring decisions, or erode any inherent managerial rights as defined by Minn. Stat § 179A.07, subd. 1.

Sincerely,

Austin Neese

Labor Relations Consultant