



DATE: April 6, 2021

TO: Megan Dayton, Statewide President
Minnesota Association of Professional Employees

FROM: Amanda Johnson, Labor Relations Consultant *Amanda Johnson*
Labor Relations Division

PHONE: (651) 259-3757

RE: 2021-2023 Contract Negotiations – Employer’s Opening Proposal

Please find below a summary of each of the modifications/clarifications/additions developed by the State for the 2021-2023 round of bargaining with the Minnesota Association of Professional Employees. Although we consider this to be our comprehensive package, we reserve the right to add, modify, or drop proposals as necessary.

TECHNICAL CHANGE THROUGHOUT CONTRACT

1. Update Current Contract Cycle (21-23) and Table of Contents to reflect final agreement
2. Gender-specific pronouns that were missed last round throughout the contract updated.
3. Change “&” in Minnesota Management & Budget to “and.”

PREAMBLE

4. Technical changes of the effective year.
5. Add language to fix clerical errors discovered.

The parties to this Agreement agree that Minnesota Management and Budget may correct any misspelled words, mathematical errors, and other clerical errors or omissions in this Agreement at any time. Minnesota Management and Budget must give notice to the Union of any corrections made.

ARTICLE 1 – ASSOCIATION RECOGNITION

6. Section 1. Recognition. Technical change to clarify language.

This includes employment service that exceeds: 1) ~~the lesser of~~ fourteen (14) hours per week or 35% of the normal full-time work week, whichever is lesser; and 2) more than sixty-seven (67) work days per year. Supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179A.01 through 179A.25, are not covered by this Agreement.



ARTICLE 2 – STRIKES AND LOCKOUTS

No change.

ARTICLE 3 – DUES DEDUCTION

7. Section 2. Fair Share Deduction. Delete language as fair share fees cannot be collected and renumber remaining sections.

~~Section 2. Fair Share Deduction. In accordance with Minn. Stat. 179A.06, Subdivision 3, at the request of the Association, the Employer shall deduct a fair share fee for each employee assigned to the bargaining unit who is not a member of the Association.~~

ARTICLE 4 – NON-DISCRIMINATION

8. Section 4. General Policy. Technical change add close parentheses.

...free of discriminatory practices, and in accord with M.S. 43A.01, subd. 2 (Precedence of Merit Principles and Nondiscrimination), it shall be the policy of the Employer and the Association to encourage...

9. Section 4. General Policy. Modify language to refer to HR/LR Policy.

Refer to ~~Letter 6 located in the Letters section of this contract and~~ HR/LR Policy #1432 Respectful Workplace ~~issued April 10, 2015.~~

10. Section 5. Prohibition of Sexual Harassment. Modify language to reference to HR/LR Policy and URL to policy.

See ~~Appendix H entitled "Prohibition of Sexual Harassment."~~ MMB HR/LR Policy #1329 entitled "Sexual Harassment Prohibited." (<https://mn.gov/mmb-stat/policies/1329-sexualharassmentprohibited.pdf>).

ARTICLE 5 – EMPLOYER RIGHTS

No change.

ARTICLE 6 – EMPLOYEE RIGHTS

11. Section 1. Job Classification Specifications. Add language to clarify that Association discussion of classifications occurs with MMB.

If new classifications and/or class options are created during the life of this Agreement, the Association shall be advised in advance of the final establishment of the classification and/or

class option, and upon request, may discuss the new classification and/or class option [with Minnesota Management and Budget](#).

12. Section 2. Position Description. Delete requirement of internal departmental appeal procedure.

~~Each Appointing Authority shall have an internal departmental appeal procedure to review disputes regarding the accuracy of position descriptions. Each Appointing Authority shall meet and confer with the Association prior to implementing or changing its procedure.~~

13. Section 4. Appointing Authority Initiated Education. Modify language to allow balancing of hours for employees attending special training.

...employees who may be required to participate in Appointing Authority initiated programs and who are released from their work assignments to attend special training courses shall lose no basic straight time pay for such normal work hours and ~~shall~~[may](#) be allowed ~~compensatory time~~[off to balance their time](#) for actual attendance at such sessions or programs that exceed the length of the normal work day...

14. Section 4. Appointing Authority Initiated Education. Delete language referencing Section 6 Responsibilities for Training and Development (excerpts from Administrative Procedure 21) as State proposes deleting section 6.

~~For informational purposes only, pertinent excerpts of Administrative Procedure 21 (Employee Training and Development) are listed in Section 6 below. These excerpts are included to emphasize the parties' mutual concern for and interest in the continuing development of professional employees.~~

15. Section 5. Employee Initiated Training. Technical change to reflect updated AP Title "Employee Learning and Development."

In accordance with Administrative Procedure 21 (Employee [Training Learning](#) and Development), the Appointing Authority may provide reimbursement or direct vendor payment for...

16. Section 5. Employee Initiated Training. Delete language referencing Section 6 Responsibilities for Training and Development (excerpts from Administrative Procedure 21) as State proposes deleting section 6.

~~For informational purposes only, pertinent excerpts of Administrative Procedure 21 (Employee Training and Development) are listed in Section 6 below. These excerpts are included to emphasize the parties' mutual concern for and interest in the continuing development of professional employees.~~

17. Section 6. Responsibilities for Training and Development. Delete section and renumber remaining sections.

~~Section 6. Responsibilities for Training and Development (excerpts from Administrative Procedure 21).~~

18. Section 9. Certification and Licensure. Delete language for when Appointing Authorities add new requirements for licensure or certification that they meet and negotiate regarding expenses.

~~If the Appointing Authority/Employer adds new requirements for licensure or certification of current employees, the parties agree to meet and negotiate on the subject of the reimbursement of necessary expenses incurred by those employees in order to obtain such licensure or certification.~~

ARTICLE 7 – ASSOCIATION RIGHTS

19. Section 2. Bulletin Boards. Delete section and renumber remaining sections.

~~Section 2. Bulletin Boards.~~ The Appointing Authority shall furnish reasonable space on official bulletin boards for the exclusive use of the Association.

20. Section 5. Availability of Information. Technical change to “Employer Public Financial Information.”

~~Section 45. Availability of Employer Public Financial Information.~~

21. Section 6. Association Security. A. Association Stewards. Add language for MAPE to also notify MMB of the association stewards every six months, in addition to notify the Employers.

Every six (6) months the Association President shall notify the Employer and Minnesota Management and Budget 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.

22. Section 6. Association Security. A. Association Stewards. Add language for MAPE to notify Employer in a timely manner of changes to stewards.

The Association President shall notify the Employer and Minnesota Management and Budget of any subsequent changes in such Stewards within 30 days of the change(s).

23. Section 6. Association Security. B. Association Stewards’ Activities. Add language clarifying reasonable time for distributing Association newsletters as not to exceed 5 minutes.

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, not to exceed five (5) minutes to post official Association notices on bulletin boards, distribute the Association newsletters...

24. Section 6. Association Security. B. Association Stewards' Activities. Delete reference to bulletin boards.

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...

25. Section 6. Association Security. C. Association Staff. Technical change add to subsection title "Association Staff Rights."

Retitle Section 6. Association Security. C. **Association Staff Rights**

26. Section 6. Association Security. D. Orientation. Add language clarifying reasonable time for orientations as not exceeding 10 minutes

A representative of the Association shall be provided a reasonable amount of time, not to exceed ten (10) minutes at a 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

27. Section 3. Disciplinary Action. Modify numbering to bulleted list.

28. Section 3. Disciplinary Action. Add Reduction of step(s) to possible disciplinary actions and explanation of parameters.

Section 3. Disciplinary Action

1. Oral reprimand (not grievable)
2. Written reprimand
3. Suspension (paid or unpaid)
4. Suspension – equivalent reduction of vacation balance*
5. Reduction of step(s). **
- ~~5-6.~~ Demotion
- ~~6-7.~~ Discharge

** The employee's salary may be reduced to no lower than step one (1) of the salary range, and the amount and length of time of the salary reduction will be specified in the Notice of Intended Discipline. The salary may be reduced until the condition which caused the salary reduction has been corrected.

29. Section 4. Investigatory Leave. Add language clarifying that information provided regarding the status of investigations is in accordance with the MGDPA.

Information provided on the status of the investigation shall be in accordance with Minnesota Government Data Practices Act.

30. Section 5. Discharge of Employees. Technical pronoun change.

...request an opportunity to hear an explanation of the evidence against him/her/them and to present their side of the story and...

31. Section 6. Unclassified Employees. Modify language for the termination of unclassified employees is not be subject to grievance provisions.

The termination of unclassified employees is not subject to the arbitration-grievance provisions of this Agreement, ~~unless otherwise specified in this Agreement.~~ Upon request of the employee, an unclassified employee shall be allowed a meeting to discuss the reasons for the termination. 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 provision shall not be grievable or arbitrable.

32. Section 7. Personnel File. Modify language for employees to request to receive a copy of evaluative and disciplinary entries in their personnel file and have their written response included.

Upon request, 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.

33. Section 7. Personnel File. Remove timelines for discipline removal.

~~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 eighteen (18) months 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.~~

34. Section 7. Personnel File. Modify language regarding documentation that can be used in a disciplinary hearing.

~~Only the~~The Appointing Authority and the Association may use evidence from the employee's personnel file as well as other supportive oral or written testimony or evidence, ~~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.~~

ARTICLE 9 – GRIEVANCE PROCEDURE

35. Section 2. Operating Terms, Time Limits, and General Principles. B. Time limits. 4. Add language requiring written agreement to waive Steps 1 and/or 2.

4. By the mutual written agreement of the Association and the Appointing Authority, the parties may waive Steps 1 and/or 2.

36. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: NEW 1. Grievance Conduct. Expectations of conduct for all parties involved. Technical renumbering. Add new subsection and renumber remaining sections

Grievance Conduct. Employees, Stewards, Association Representatives, supervisors and managers shall, throughout the grievance procedure, treat each other with courtesy, and no effort shall be made by either party or its representatives to harass or intimidate the other party or its representatives.

37. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: 5. Release Time. Technical change add to subsection title "Work Release Time."

5. Work Release Time

38. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: 5. Release Time. Modify for Association Steward to request written permission from supervisor

The Association Steward(s) involved and the grieving employee shall not leave work or disrupt departmental routine to investigate and present grievances without first requesting permission, in writing, from their immediate supervisor(s), which shall not be unreasonably withheld.

39. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: 5. Release Time. Modify for Association Steward to request written permission

Regardless of the step, any Association steward who is participating as a steward in training must secure time off, in writing, to participate by use of vacation, compensatory time or leave without pay. Refer to letter dated August 20, 1999 located in the letters section of this contract, letter number 2.

40. **NEW** Section 8. Employees who Voluntarily Separate. Where employees voluntarily leave state service, grievances where they are a grievant are automatically withdrawn.

Employees who Voluntarily Separate. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn unless such grievance directly affects their status upon termination or a claim of vested money interest, in which cases the employee may benefit by any later settlement of a grievance in which they were involved.

41. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: 8. Implementation. Technical change add to subsection title "Settlement or Award Implementation" and renumber.

8. Settlement or Award Implementation

42. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: 9. Grievances. Technical change add to subsection title "Vacancies, Filing of Positions Grievances" and renumber.

9. Vacancies, Filling of Positions Grievances

43. Section 3. Procedure. Informal. Technical change. Add to title "Informal Grievance."

44. Section 3. Procedure. Formal Technical change. Add to title "Formal Grievance."

45. Section 3. Procedure. Formal Step 1. Add "manager" to ...immediate supervisor's supervisor/manager.
... 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/manager... Within ten (10) calendar days after receiving the written grievance, the grievant's immediate supervisor's supervisor/manager 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/manager or designated Appointing Authority Representative shall give their written answer to the designated Association Steward within ten (10) calendar days

46. Section 3. Procedure. Formal Step 1. Add "either" and "or Association."

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 either the grievant or Association, through the use of reasonable diligence, should have had knowledge of the event.

47. Section 3. Procedure. Formal Step 1. Modify to clarify written response is provided within 10 calendar days after the meeting.

Appointing Authority Representative shall give their written answer to the designated Association Steward within ten (10) calendar days ~~of following~~ the meeting.

48. Section 3. Procedure. Formal Step 2. Modify Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator) to Assistant State Negotiator, or designee.
... 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 ~~State Negotiator-Commissioner of Minnesota Management & Budget (State Labor Negotiator),~~ or designee.
49. Section 3. Procedure. Formal Step 2. Add language clarifying that arbitrations are to be scheduled on mutually agreeable dates.

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 mutual availability of the Employer and the Association Steward.

50. Section 3. Procedure. Arbitration Panel. Modify title to "Arbitration."

Arbitration-Panel.

51. Section 3. Procedure. Arbitration Panel. Modify language to eliminate arbitration panel and replace with arbitrators being selected from arbitrator lists from BMS.

Except as indicated in Section 5 below, all arbitrations arising under this Agreement shall be conducted by an Arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon the arbitrator, the parties shall request a list of at least five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Union shall have the right to strike names from the list. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one (1) name and the process shall be repeated and the remaining person shall be the arbitrator. 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 Arbitrators 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 Arbitrators of the permanent panel shall be selected from the list by the following method: the Association and the State Negotiator, or designee, shall each strike a name from the list. The parties shall continue to strike names until the six (6) members Arbitrators 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.

52. Section 4. Arbitrator's Authority. Change pronoun.

The Arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted to ~~him/her~~them.

53. Section 4. Arbitrator's Authority. In cases where just cause is established in cases of patient or other abuse, the arbitrator cannot change the discharge of the employee who committed abuse.

In cases involving discharge, if the arbitrator finds that the Employer has established just cause and there has been an abuse of a patient or another person in the care or custody of the State of Minnesota, the arbitrator does not have authority to modify the discharge of an employee committing such abuse.

54. Section 5. Expedited Arbitration for Written Reprimands and Suspensions of One (1) to Five (5) Days. B. Expediated Arbitration Panel. Modify title to "Expedited Arbitration."

Expedited Arbitration~~Panel~~

55. Section 5. Expedited Arbitration for Written Reprimands and Suspensions of One (1) to Five (5) Days. B. Expediated Arbitration Panel. Modify language to eliminate arbitration panel and replace with arbitrators being selected from arbitrator lists from BMS.

~~The permanent panel of six (6) arbitrators shall be used. The selection of an arbitrator shall be made randomly.~~ Arbitrations arising under this Agreement shall be conducted by an Arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon the arbitrator, the parties shall request a list of at least five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Union shall have the right to strike names from the list. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one (1) name and the process shall be repeated and the remaining person shall be the arbitrator.

56. Section 6. Veterans Arbitration Option. Technical change add "Preference" to the title Veterans Preference Arbitration Option.

Section 6. Veterans ~~Arbitration-Hearing Option.~~ **Preference Arbitration Option.**

57. Section 6. Veterans Arbitration Option. Technical change capitalize Agreement.

the employee/former employee shall be precluded from making an appeal under the arbitration provisions of this Agreement.

ARTICLE 10 – VACATION LEAVE

58. Section 1. General Conditions. A. Eligibility. Delete intermittent employee eligibility for vacation leave.

~~However, intermittent employees shall become eligible employees for the purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period.~~

59. Section 1. General Conditions. B. Crediting and Use of Vacation Upon Entry. Technical change update title to reflect subsection by adding "...to State Service."

Crediting and Use of Vacation Upon Entry to State Service.

60. Section 1. General Conditions. B. Crediting and Use of Vacation Upon Entry. Add language allowing employees in a C700 appointment to accrue and use leave; hours used do not count towards the 700 hours.

- A. **Eligibility.** All employees except intermittent employees, emergency employees, and temporary employees shall be eligible employees for the purpose of this Article. ~~However, intermittent employees shall become eligible employees for the purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period. Connect 700 Program employees shall be considered eligible during their on-the-job demonstration process for purposes of this Article. Hours of vacation leave used by the Connection 700 Program employee during their on-the-job demonstration process shall not be counted toward the seven hundred (700) hours.~~ Temporary unclassified employees appointed for periods longer than six (6) months shall be considered eligible for purposes of this Article. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue vacation leave.

61. Section 2. Accruals. Technical change to delete outdated language.

~~Effective July 9, 1975, f~~For purposes of determining an employee's accrual rate, periods of suspension or unpaid non-medical leaves...

~~Effective February 17, 1994, l~~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.~~

ARTICLE 11 – HOLIDAYS

62. Section 1. Eligibility. Add language allowing employees in a C700 appointment to be eligible for holiday pay; holiday hours used do not count towards the 700 hours.

All employees in the bargaining unit covered by this Agreement except intermittent, emergency and temporary employees, shall be eligible for purposes of this Article. Connect 700 Program employees shall be considered eligible during their on-the-job demonstration process for purposes of this Article. The Connection 700 Program employee's holiday hours earned during their on-the-job demonstration process shall not count toward the seven hundred (700) hours.

Temporary unclassified employees appointed for periods longer than six (6) months shall be considered eligible for purposes of this Article. Eligible employees appointed to emergency or temporary status from layoff status shall continue to be eligible for purposes of this Article.

63. Section 2. Observed Holidays. Rename Holidays.

The following days shall be observed as paid holidays for all eligible employees:

1st Day in January (New Year's Day)

3rd Monday in January (Martin Luther King Jr. Day)

3rd Monday in February (Presidents' Day)

Last Monday in May (Memorial Day)

July 4th (Independence Day)

1st Monday in September (Labor Day)

November 11th (Veterans Day)

4th Thursday in November (Thanksgiving Day)

Friday following the 4th Thursday in November (Day After Thanksgiving)

December 25th (Christmas Day)

Floating Holiday

64. Section 4. Holiday Pay. Clarify the number of hours employee received or holiday.

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) the employee would otherwise be scheduled to work on the day that the holiday falls~~ and shall be paid in cash.

65. Section 4. Holiday Pay. Add language to allow, subject to supervisor approval, an employee to arrange their work schedules to avoid any reduction in salary and not provide for overtime payment for accommodating an employee request with less than the minimum scheduling change notice. Delete language moved above allowing for supervisory approval of schedule adjustments.

With the approval of their supervisor, employees may be allowed to arrange their work schedules in payroll periods that include a holiday to avoid any reduction in salary; any modification of an employee's schedule to accommodate their request shall not obligate the Employer to pay hours at the overtime rate except for hours worked in excess of forty (40)

hours in the work week. 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.~~

66. Section 6. Religious Holidays. Add language clarifying that hours made up must be within the FLSA work week for non-exempt employees.

Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave, floating holiday leave, accumulated compensatory time or, by mutual consent is able to make up the time, provided that non-exempt employees make up the time within their designated FLSA work week

ARTICLE 12 – SICK LEAVE

67. Section 1. Sick Leave Accumulation. Add language allowing employees in a C700 appointment to be eligible for holiday pay; holiday hours used do not count towards the 700 hours.

Employees, except for emergency, temporary, and intermittent employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of eligibility. Connect 700 Program employees shall be considered eligible during their on-the-job demonstration process for purposes of this Article. Hours of sick leave used by the Connection 700 Program employee during their on-the-job demonstration process shall not be counted toward the seven hundred (700) hours.

68. Section 1. Sick Leave Accumulation. Delete intermittent employee eligibility for sick leave.

~~Intermittent employees shall become eligible for sick leave after completion of sixty-seven (67) working days in any twelve (12) month period.~~

69. Section 3. Sick Leave Use. B. Others. 1. Add parent

...(including wards and children for whom the employee is the legal guardian, parent, stepparent), parent, grandparent...

ARTICLE 13 – SEVERANCE PAY

No change.

ARTICLE 14 – LEAVES OF ABSENCE

70. Section 2. Leaves with Pay. F. Emergency Leave. Add reference to enabling statute for emergency leave. Add limit of 16 hours unless authorized by MMB Commissioner.

Emergency Leave. As provided by Minnesota Statutes 43A.05 Subd. 4,~~The Commissioner of Minnesota Management & Budget~~Minnesota Management and Budget, after consultation with the Commissioner of Public Safety, may excuse employees from duty with full pay in the event of a natural or ~~man~~human-made emergency if continued operation would involve a threat to the health or safety of the individuals. Absence with pay for emergency leave shall not exceed sixteen (16) working hours at any one time unless the Commissioner authorizes a longer duration.

71. Section 3. Unpaid Leaves of Absence. D. Association Leave. Modify where Association sends notice of Association Leave for Master Bargaining.

Upon advanced written request of the Association to the Assistant State Negotiator, leave shall be granted to employees who are elected or appointed by the Association to serve on the Association's Master Negotiating Team.

72. Section 3. Unpaid Leaves of Absence. D. Association Leave. Modify notice of leave to 30 days.

With 30 days' advance written notice, Association Representatives or other employees who may be elected or appointed by the Association to perform duties for the Association shall be granted time off, provided the granting of such time off does not adversely affect the operations of the employee's department or agency. Such leave shall not be unreasonably withheld. Upon 30 days' advance ~~the~~ written request of the Association, leave shall be granted to employees who are elected officers or appointed full-time representatives of the Association.

73. Section 3. Unpaid Leaves of Absence. D. Association Leave. Modify for mutual agreement to allow employee's Association leave beyond one (1) year.

Annually, the Appointing Authority may request the Association to confirm the employee's continuation on Association leave. Upon mutual agreement, the Association and the Appointing Authority may agree to allow an employee's continuation on Association leave beyond one (1) year.

74. Section 3. Unpaid Leaves of Absence. F. Medical Leave. Change the medical leave to be discretionary by the Appointing Authority.

Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay ~~shall~~may be granted by the Appointing Authority for up to one (1) year because of sickness or injury to the employee

75. Section 3. Unpaid Leaves of Absence. F. Medical Leave. Limit leave to one (1) year per illness or injury.

Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay shall be granted by the Appointing Authority for up to one (1) year because

of sickness or injury to the employee. [Such leave shall be limited to a cumulative total of one \(1\) year per illness or injury.](#)

76. Section 5. Reinstatement After Leave. Add that an employee's failure to contact the Appointing Authority if an extension is needed or if the employee does not return to work at the end of their leave is considered a voluntary resignation.

Any employee returning from an approved leave of absence of six (6) months or less shall also be entitled to return within thirty-five (35) miles of the employee's old work location. [An employee's failure to contact the Appointing Authority about an extension prior to the end their approved leave, or employee's failure to return at the conclusion of their approved leave, shall be deemed a voluntary resignation, and the employee shall be severed from State service.](#) Notwithstanding the above, if a layoff occurs during the period that the employee is on an approved leave of absence...

ARTICLE 15 – SENIORITY

77. Section 1. Definitions. D. Classification Seniority. 4. Reallocations. Eliminate outdated reference.

Class seniority for employees whose positions are reallocated to an equal or lower class ~~after July 1, 1981~~, shall include service in the class from which they were reallocated, regardless of whether or not the class is a related class in accord with this section.

78. Section 2. Seniority Earned Under Previous collective Bargaining Agreements. Eliminate outdated reference.

Employees shall continue to have their seniority calculated ~~as provided~~ under the ~~1981-1983~~ collective bargaining agreement or memoranda of understanding except as specifically provided elsewhere in this Agreement.

79. Section 3. Seniority Rosters. Add language to allow for placement on either physical or electronic bulletin boards.

No later than November 30 and May 31 of each year, the Appointing Authority shall prepare and post seniority rosters on official [physical or electronic](#) bulletin boards for each of its seniority units...

80. Section 3. Seniority Rosters. Delete language referencing to providing two (2) copies to Association Executive Director.

No later than November 30 and May 31 of each year, the Appointing Authority shall prepare and post seniority rosters on official bulletin boards for each of its seniority units and ~~two (2) copies~~ [an electronic copy](#) shall be furnished to the Association Executive Director [upon request](#).

81. Section 4. Appeals. Technical change add "Seniority Roster" to title Seniority Roster Appeals.

ARTICLE 16 – VACANCIES, FILLING OF POSITIONS**82. Expanding distance in all cases in Article from 35 to 50 miles****83. Section 3. Job Posting and Interest Bidding.** Add minimum qualifications to job posting.

The job posting shall include: the division, section, classification/class option, employment condition, minimum qualifications, and location of the vacancy. A copy of the posting shall be furnished to the Association. Upon notice to the Association, the vacancy need not be posted if no one is eligible to bid.

84. Section 3. Job Posting and Interest Bidding. Delete reference to Junior/Senior Plans.

~~Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Interest bids shall be accepted from employees in both classes. Interest bids shall be considered first from employees in the higher class and if there are no interest bids, shall then be considered from employees in the lower class.~~

85. Section 4. Filling of Positions. Modify language regarding status of employee's interest bid to include they are under consideration.

All interest bidders shall be notified orally or in writing, which may include electronic mailing, as to the status (either under consideration, acceptance, or rejection) of their interest bid in a timely manner.

86. Section 4. Filling of Positions. A. Seniority Unit Layoff List. Delete reference to class option.

Employees shall be recalled to a vacancy in the same class ~~(and same option or another option for which the employee is determined to be qualified by the Employer).~~

87. Section 4. Filling of Positions. B. Claiming. Modify to add clarify employee can claim on notice of permanent layoff.

If the vacancy is not filled as provided in A above, the Appointing Authority shall consider claims of eligible Bargaining Unit employees facing on notice of permanent layoff and who request a transfer or demotion to a class..

88. Section 4. Filling of Positions. B. Claiming. Delete "classification of the" claimed position as redundant.

If the vacancy is not filled as provided in A above, 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 whose name was submitted in the recruitment and selection process 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 on notice of permanent layoff.

89. Section 4. Filling of Positions. C. Other Means of Filling the Vacancy. Replace numbering with bullet points.

90. Section 4. Filling of Positions. C. Other Means of Filling the Vacancy. Multi-Source Recruitment and Selection Process. Add “or” to clarify multiple options

If the multi-source recruitment and selection process is used, selection from among finalists shall be made on the basis of skill, ability, experience, efficiency, job knowledge and/or fitness to perform the duties of the position-; or

91. Section 4. Filling of Positions. C. Other Means of Filling the Vacancy. Multi-Source Recruitment and Selection Process. Delete requirement of which candidate to hire if top two candidates equal and one is in the bargaining unit.

~~However, if appointment is to be made from among two or more finalists who are equal in terms of the above factors and one or more of these finalists is in the bargaining unit, a bargaining unit employee in a class/class option other than the same class/class option as the vacancy shall be selected. If a bargaining unit employee is selected, nothing in this section shall be construed to set a standard for the non-selection of other bargaining unit employees who are finalists; or~~

92. Section 5. Reclassification. B. Effects of Reallocation on the Filling of Positions. Delete notification to Association of any reallocations/reclassifications.

~~The Employer shall provide the Association notice of any reallocations that occur within the bargaining unit. Such notice shall include, but not be limited to: 1) name of the employee; 2) department or agency name; 3) original classification of the employee; 4) reallocated classification of the employee; and 5) date of the reallocation.~~

93. Section 6. Probationary Period. Modify language to provide extension notice to both Association and employee.

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

ARTICLE 17 – LAYOFF AND RECALL

94. Expanding distance in all cases in Article from 35 to 50 miles

95. Section. 1. Definition of Layoff. Employees placed on furlough are not defined as being on layoff.

However, full-time classified employees who have requested and have been authorized to work less than full-time shall not be deemed to have been laid off. [Employees placed on furlough do not meet the definition of layoff.](#)

Upon layoff, eligible employees are paid per Article 10, Section 6 (Vacation Transfer and Liquidation) and Article 13 (Severance Pay).

96. Section. 2. Labor-Management Cooperation. Add language to allow for additional options in Agreement.

early retirement options under Minn. Stat. 43A.24, Subd. 2(i) [or as contemplated by this agreement](#)

97. Section 3. Permanent Layoff. A. Layoff Procedures. 2. Advance Notice. Eliminate mail requirement to allow for electronic notice to Association Executive Director.

... estimated length of the layoff period and layoff options available to all employee(s) scheduled to be laid off. Copies of all layoff notices shall be concurrently [mailed-sent](#) to the Association Executive Director.

98. Section. 3. Permanent Layoff. A. Layoff Procedures. 3. Layoff Notification. Add language show shared interest in diverse workforce and limit to percentage of minority employees who can be laid off.

[The Union and Appointing Authority recognize the value of diversity in the workplace and that layoffs based on inverse seniority \(last in, first out\) may affect a disproportionate number of protected group employees. The Union and Appointing Authority also recognize the necessity to maintain critical skills and to provide an expected level of service to Minnesotans.](#)

[If layoff is necessary, the Appointing Authority retains the right to determine and apply criteria for selecting which employees are to be laid off, and shall not be limited to inverse seniority order. Criteria shall not be discriminatory, arbitrary, or capricious. Criteria may include, but do not limit the Appointing Authority in any way to the following:](#)

- [Consideration of adverse impact of inverse seniority-based layoffs on protected group members.](#)
- [Consideration of skills, experience, and merit of the employee facing layoff in relation to the needs of the Appointing Authority. These may include:](#)
 - [Awards external to the Appointing Authority related to the employee's profession.](#)

- Attainment of significant skills or qualifications, beyond the minimum requirements of the position, within the employee's field and which are directly related to the position.
- Self-initiated new programs, projects, or processes by the employee that advance the mission of the Appointing Authority.
- Consistent satisfactory or above performance reviews.

The Appointing Authority's use of criteria other than inverse seniority layoff order shall not be arbitrable.

In cases where the Appointing Authority does not choose to determine and apply criteria as described above to determine layoff order, Layoffs which are necessary shall be on the basis of inverse classification seniority within the class/class option, employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time, or intermittent), and geographic area (within thirty-five [35] miles of the work location) of the position to be eliminated.

99. Section 3. Permanent Layoff. A. Layoff Procedures. 4. Layoff Options. Eliminate bumping AND Section 3. Permanent Layoff. A. Layoff Procedures. 5. Claiming. Add employee's right to consideration of promotional vacancies when in claiming period.

The following provisions are all subject to the conditions for bumping or accepting vacancies which are contained in Section 3(B). Also see Appendix N - Layoff Flowchart

- a. The employee(s) receiving notice of layoff shall be placed in a vacancy in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within thirty-five (35) miles of the employee's current work location. If there is no such vacancy, the employee shall ~~either:~~

~~(1) Bump the least senior employee in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within thirty-five (35) miles of the employee's current work location; or~~

~~(2)~~(1) Accept a vacancy in the same seniority unit in an equal class in which the employee previously served or for which the employee is determined by the Employer to be qualified and in the same employment condition within thirty-five (35) miles of the employee's current work location.

Employees who have ~~elected not to bump under "1" above and who have~~ not been offered "12" shall be laid off.

- b. If ~~neither~~ none of the preceding is available the employee may choose to be laid off, or the employee may choose one of the following options.

OPTIONS WITHIN THIRTY-FIVE (35) MILES OF THE EMPLOYEE'S CURRENT WORK LOCATION:

- ~~(1) Bump the least senior employee in an equal or lower class or class option in which the employee previously served.~~
- ~~(2)(1)~~ Accept a vacancy in a lower class or class option in which the employee previously served or for which the employee is determined to be qualified by the Employer.
- ~~(3) Bump any employee on a temporary appointment in the same class who has more than thirty (30) calendar days remaining on such temporary appointment. The temporary employee so bumped shall be separated.~~
- ~~(4) For unlimited full-time employees, bump the least senior employee or accept a vacancy in the same class in the unlimited part-time employment condition.~~
- ~~(5) For unlimited part-time employees, bump the least senior employee or accept a vacancy in the same class in the unlimited full-time employment condition.~~

OPTIONS MORE THAN THIRTY-FIVE (35) 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.~~

If none of these options are available, the employee shall be laid off.

When two (2) or more employees in the same class/class option, seniority unit and employment condition are being simultaneously laid off, the Association and the Appointing Authority may mutually agree to selection of layoff options among the affected employees.

An employee who has the option to fill a vacancy may exercise that option only if there are no interest bidders for the position or if the Appointing Authority rejects the interest bidders pursuant to Article 16, Section 4. If an interest bidder is selected for the vacancy, the Appointing Authority may determine to fill the resulting vacancy by layoff option without posting the vacancy as required under Article 16 of this Agreement.

4. Claiming. If the options in Section 3(A)(4)(a) are not available, an employee may request to transfer or demote to a non-temporary classified vacancy within another seniority unit in the same, transferable 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. The receiving Appointing Authority shall determine if the employee is qualified for the position and, if so, shall not unreasonably deny the request.

During the claiming period, an employee who applies to a promotional vacancy, and for which they are deemed qualified by the Appointing Authority, shall be considered for the vacancy. The Appointing Authority must have a legitimate business reason to not select the employee. The

employee is not guaranteed to be appointed to the vacancy. Non-selection of the employee is not subject to the grievance process.

Eligibility for claiming under this provision begins on the date of the written layoff notice and continues until the actual date of layoff or forty-five (45) days, whichever is greater...

100. Section 3. Permanent Layoff. A. Layoff Procedures. 4. Layoff Options. Employer determines employee is qualified to do work. Eliminate class option.

The following provisions are all subject to the conditions for bumping or accepting vacancies which are contained in Section 3(B). Also see Appendix N - Layoff Flowchart

a. The employee(s) receiving notice of layoff shall be placed in a vacancy in the same seniority unit, same class ~~(or class option or another option within that class, position~~ for which the employee is determined by the Employer to be qualified, and same employment condition within thirty-five (35) miles of the employee's current work location. If there is no such vacancy, the employee shall either:

- 1) Bump the least senior employee in the same seniority unit, same class ~~(or class option or another option within that class in a position~~ for which the employee is determined by the Employer to be qualified, and same employment condition within thirty-five (35) miles of the employee's current work location; or
- 2) Accept a vacancy in the same seniority unit in an equal class ~~in which the employee previously served or~~ for which the employee is determined by the Employer to be qualified and in the same employment condition within thirty-five (35) miles of the employee's current work location.

Employees who have elected not to bump under "1" above and who have not been offered "2" shall be laid off.

b. If neither of the preceding is available the employee may choose to be laid off, or the employee may choose one of the following options.

OPTIONS WITHIN THIRTY-FIVE (35) MILES OF THE EMPLOYEE'S CURRENT WORK LOCATION:

- 1) Bump the least senior employee in an equal or lower class ~~or class option~~ in which the employee previously served and for which the employee is determined by the Employer to be qualified.
- 2) Accept a vacancy in a lower class ~~or class option in which the employee previously served or~~ for which the employee is determined to be qualified by the Employer.
- 3) Bump any employee ~~on~~ in a temporary appointment in a position for which the employee is determined to be qualified by the Employer in the same class who has more than thirty (30) calendar days remaining on such temporary appointment. The temporary employee so bumped shall be separated.

- 4) For unlimited full-time employees, bump the least senior employee [in a position for which the employee is determined to be qualified by the Employer](#) or accept a vacancy in the same class [in a position for which the employee is determined to be qualified by the Employer](#) in the unlimited part-time employment condition.
- 5) For unlimited part-time employees, bump the least senior employee [in a position for which the employee is determined to be qualified by the Employer](#) or accept a vacancy in the same class [in a position for which the employee is determined to be qualified by the Employer](#) in the unlimited full-time employment condition.

OPTIONS MORE THAN THIRTY-FIVE (35) 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 in a position~~ 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~~ [and for which the employee is determined to be qualified by the Employer](#).

If none of these options are available, the employee shall be laid off...

101. Section 3. Permanent Layoff. A. Layoff Procedures. 5. Claiming. Focus on claiming rights for a class as long as employee is qualified for position.

If the options in Section 3(A)(4)(a) are not available, an employee may request to transfer or demote to a non-temporary classified vacancy within another seniority unit in the same, transferable, or lower class ~~(or class option) in which the employee previously served or position~~ for which the employee is determined to be qualified by the Employer.

102. Section 3. Permanent Layoff. A. Layoff Procedures. 5. Claiming. Added clarification regarding status to which employee is returning.

Employees who claim and fill vacancies under this provision may return to their previous [layoff](#) status at any time during the twenty-one (21) calendar days following the appointment to the claimed position.

103. Section. 3. Permanent Layoff. A. Layoff Procedures. NEW 7. Furlough. Add language allowing for furloughs to be declared for events that include but are not limited to: a natural disaster, epidemic, national security emergency, nuclear emergency or fiscal exigency. Technical renumbering.

[Furlough. Employees may be placed on furlough if it is deemed necessary by the Commissioner of Minnesota Management and Budget. Furlough may be declared for events that include but are not limited to: a natural disaster, epidemic, national security emergency, nuclear emergency](#)

or fiscal exigency. During periods of furlough, the Employer may continue to provide the Employer's portion of insurance premiums.

Once the emergency requiring furlough has resolved, permanent classified employees placed on furlough shall be recalled to the position from which they were laid off. For probationary classified employees and unclassified employees placed on furlough, such employees may be recalled to the position from which they were laid off unless the Appointing Authority terminates the employee's appointment.

The procedures for seasonal and permanent layoff (specified above) are not applicable to furlough.

104. Section 3. Permanent Layoff. B. Conditions for Bumping of Accepting Vacancies. 2. Focus on bumping rights for overall class seniority as long as employee is qualified for position.

In all cases of bumping, the employee exercising bumping rights must have greater Classification Seniority in the class/~~class option~~ into which the employee is bumping than the employee who is to be bumped- and must be qualified for the position and in the case of a class option, must have either served in the class option or have been determined to be qualified for the class option by the Employer.

105. Section 3. Permanent Layoff. B. Conditions for Bumping of Accepting Vacancies. Break out paragraph to additional number.

5. If more than one employee opts to fill a vacancy or bump another employee, the employee with the greater Classification Seniority shall have priority in exercising that layoff option.

106. Section 3. Permanent Layoff. B. Conditions for Bumping of Accepting Vacancies. Add new number with language to require the employee is qualified for the position into which they bump.

In all cases of bumping, the bumping employee must be position-qualified.

107. Section. 3. Permanent Layoff. B. Conditions for Bumping. C. Junior/Senior Plans. Delete. Technical renumbering.

~~A. Junior/Senior Plans. When layoffs take place in the senior class of a Junior/Senior Plan and the employee demotes or bumps to the junior class as provided in the layoff procedure, the junior position shall simultaneously be reallocated to the senior class, provided that the employee is qualified for the reallocation under the terms of the Junior/Senior Plan.~~

108. Section 3. Permanent Layoff. D. Return to the Bargaining Unit through Outside Layoff. Pronoun change.

The employee must exhaust all of the layoff options available under any existing layoff procedure which covers [him/her/them](#) for purposes of layoff.

109. Section 3. Permanent Layoff. E. Layoff List. 3. Bargaining Unit Layoff List/Same Classification. Technical change.

When an employee's name is placed on the bargaining unit layoff list/~~s~~Same ~~c~~Classification...

110. Section 3. Permanent Layoff. F. Recall. Change language to position qualified.

Employees shall be recalled from layoff in the order in which their names appear on the layoff list(s) as provided in Section 3(E) of this Article and provided that the employee being recalled is ~~capable of performing the duties of the position~~[position qualified](#). For recall from the Seniority Unit Layoff List, also see Article 16, Section 4A.

111. Section 3. Permanent Layoff. F. Recall. Remove certified mail.

The employee shall notify the Appointing Authority by ~~certified mail (return receipt required) or~~ e-mail within five (5) calendar days of receipt of notification of intent to return to work and shall report to work on the reporting date unless other arrangements are made.

112. Section. 3. Permanent Layoff. G. Removal from Layoff Lists. 2. Add language that employee who fails to respond to recall is removed from list.

Failure to accept recall to a position which meets the availabilities specified by the employee except that the employee shall remain on the seniority unit and bargaining unit layoff list(s) for former classes in a higher salary range than the class to which the employee refused [or failed to respond to](#) recall.

113. Section. 4. Seasonal Layoff. B. Recall from Seasonal Layoff. Remove certified mail.

An employee on seasonal layoff shall be notified of recall by personal notification,~~certified mail (return receipt required),~~ or e-mail (employee's e-mail response required), sent to the employee's last known address (or e-mail address), at least fifteen (15) calendar days prior to the reporting date. An Appointing Authority shall notify employee by email only if the employee has approved of this method of notice in writing. The employee shall notify the Appointing Authority by ~~certified mail (return receipt required) or~~ e-mail within five (5) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date unless other arrangements are made.

ARTICLE 18 – EXPENSE ALLOWANCES

114. **Expanding distance in all cases in Article from 35 to 50 miles**

115. Section 2. Vehicle Expense. Add “ride-share” to list of transportation options.

When an employee is required to use commercial transportation (air, taxi, rental car, [ride-share](#), etc.) in connection with authorized business of...

116. Section 5. Meal Allowances. B. Noon Meal. Modify “Noon Meal” to be eligible must be in travel status overnight or before 6:00 a.m.

Eligibility for noon meal reimbursement shall be based upon the employee being on assignment, ~~over thirty five (35) miles away~~ from their temporary or permanent work station, ~~with the work assignment extending over the normal noon meal period in a travel status overnight or if the employee departs from home in an assigned travel status before 6:00 A.M.~~

117. Section 5. Meal Allowances. D. Reimbursement Amount. Delete list of high cost metropolitan areas and use IRS list (excluding any cities within Minnesota).

Except for the ~~metropolitan areas listed below~~ [high cost localities identified by the Internal Revenue Service \(IRS\) \(excluding those in Minnesota\)](#), the maximum reimbursement for meals including tax and gratuity, shall be:

[For high cost localities as identified by the IRS \(specifically excluding any cities within Minnesota\), the maximum reimbursement shall be:](#) ~~For the following metropolitan areas the maximum reimbursement shall be:~~

ARTICLE 19 – RELOCATION ALLOWANCES

118. Expanding distance in all cases in Article from 35 to 50 miles

ARTICLE 20 – INSURANCE

Reserved for coalition bargaining.

ARTICLE 21 – TRANSFERS BETWEEN DEPARTMENTS

119. Clarify what is required (submission of an application) for requesting transfer to a position with another Appointing Authority.

Employees may request a transfer to a position under another Appointing Authority by submitting [such request in writing an application](#) to the Human Resource Office of the Appointing Authority to which they wish to transfer.

ARTICLE 22 – HEALTH AND JOB SAFETY

No change.

ARTICLE 23 – HOUSING

No change.

ARTICLE 24 – WAGES

Wages to be presented at a later date.

120. Section 5. Progression. Modify language so increases are tied specifically to the lifecycle of the contract and not beyond.

All increases authorized by this Section shall be effective at the start of the pay period nearest to the employee's anniversary date and shall sunset June 30, 2023.

121. Section 5. Progression. Customized Training Representative. Technical change.

See MN State MnSCU supplement in Appendix G for progression language applicable to Customized Training Representatives.

122. Section 7. Salary Upon Class Change. G. Reallocation Downward. Modify language so employee's whose position are allocated downward do not receive a salary above the position's pay range.

If a position is reallocated to a class in a lower salary range and the salary of the employee exceeds the maximum of the new range, the employee shall be placed in the new class and shall receive a salary rate within the range for the class to which the employee is demoted~~retain their current salary~~. In addition, the employee shall receive all across-the-board increase adjustments provided by this Agreement.

123. Section 8. Work out of Class. When the employee's Work out of Class assignment is to a classification in a different bargaining unit or compensation plan, the employee is eligible to receive any pay differentials or premium pay associated with the classification, and overtime eligibility (if any) will be controlled by the terms of the bargaining unit or compensation plan covering the classification.

When the employee's Work out of Class assignment is to a classification in a different bargaining unit or compensation plan, the employee is eligible to receive any pay differentials or premium pay associated with the classification, and overtime eligibility (if any) will be controlled by the terms of the bargaining unit or compensation plan covering the classification of the work out of class assignment to which the employee has been appointed.

124. Section 8. Work out of Class. Delete 12 month limit on work out of class assignments.

~~No work out of class assignment shall extend beyond twelve (12) months.~~

125. Section 9. Shift Differential. Add language that employees who request an are approved to work before 6AM or after 7PM are not eligible for shift differential.

[If an employee requests and is approved by their supervisor to work before 6 A.M. or after 7 P.M., they shall not be eligible for the shift differential.](#) Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential.

126. Section 10. Injury on Duty. A. Hazardous Occupation Injuries. Add language to resistance to being restrained not qualifying and clarify pay per “instance” leading to a disabling injury.

Therefore, an employee of the Department of Corrections, Department of Human Services, Minnesota State Academies for the Deaf and Blind, or Department of Veterans Affairs institutions (including Corrections Agents of the Department of Corrections) who, in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive, and/or intentional and overt act or consequences of such act of a person in the custodial control of the institution or which is incurred while attempting to apprehend or take into custody such inmate or resident, [and not simply reacting to being restrained](#), shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under Workers' Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two-hundred and forty (240) times the employee's regular hourly rate of pay per [instance leading to a](#) disabling injury.

ARTICLE 25 – CALL-IN, CALL-BACK, ON-CALL

No change.

ARTICLE 26 – WORK UNIFORMS

No change.

ARTICLE 27 – HOURS OF WORK AND OVERTIME

127. Section 1. General Provisions. A. Scheduling. Modify from 14 to 7 days’ notice of schedule change and allow for mutual agreement to waive new 7 day notice.

The Appointing Authority shall provide no less than [fourteenseven \(147\)](#) calendar days’ notice to the Association and the affected employee(s) prior to making a permanent change in the days of work, hours of work, or the length of the work day of full-time employees, [unless the Appointing Authority and employee mutually agree to waive the seven \(7\) day notice requirement.](#)

128. Section 1. General Provisions. B. Flex-time Plans. Add language to clarify flex-time is consistent with FLSA and other laws.

The Appointing Authority and the Association may mutually agree to a flex-time plan, provided such a plan is consistent with the requirements of the Fair Labor Standards Act (FLSA) and other state or federal laws. Flex-time plans in existence prior to the effective date of this Agreement may be continued, unless contrary to the requirements of the FLSA and other state or federal laws.

129. Section 1. General Provisions. C. Meal Periods. Delete language prohibiting lunch period from being taken at the beginning or end of the 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.

130. Section 1. General Provisions. NEW E. Part-Time Employment. New language to allow for temporary schedule changes from FT to PT and PT to FT. Technical subsection renumbering.

Permanent reduction. Full-time employees desiring to work less than full-time and part-time employees desiring to work full-time may do so pursuant to a mutual agreement with the Appointing Authority, the Association and the employee.

Temporary reduction. Full-time employees desiring to work less than full-time and part-time employees desiring to work full-time, on a temporary basis not to exceed five (5) months, may do so pursuant to a mutual agreement with the Appointing Authority, the Association and the employee.

Post-Military Leave reduction. Full-time employees who are Veterans returning from a military leave of absence desiring to work less than full time shall be granted the opportunity to work part-time for up to three (3) months. Veterans may supplement the hours they are not working with vacation or compensatory leave as available

131. Section 1. General Provisions. I. Recommendations on FLSA Status. Delete and technical section renumbering.

~~**Recommendations on FLSA Status.** The Association may make recommendations to the Labor Relations and Compensation Bureau of the Employer as to the exempt or non-exempt status of bargaining unit classes under the Fair Labor Standards Act. Such recommendations must be supported by specific written documentation as required by the Employer.~~

132. Section 3. Exempt Employees. B. Balancing Hours. Add language that exempt employees may work on normal days off.

It is recognized that exempt employees are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal work day and/or payroll period and/or on normal days off.

ARTICLE 28 – WORK RULES

No change.

ARTICLE 29 – VOLUNTARY REDUCTION IN HOURS

No change.

ARTICLE 30 – BARGAINING UNIT ELIGIBLE WORK TRAINEES

No change.

ARTICLE 31 – AMERICANS WITH DISABILITIES ACT

No change.

ARTICLE 32 – LABOR MANAGEMENT COMMITTEE/MEET AND CONFER COMMITTEE

No change.

ARTICLE 33 – SAVINGS CLAUSE

No change.

ARTICLE 34 – DURATION

Technical date, session number, and signature changes.

APPENDIX A - VACATION

No change.

APPENDIX B – HOLIDAYS

No change.

APPENDIX C – SICK LEAVE

No change.

APPENDIX D – SENIORITY UNITS

No change.

APPENDIX E-1

No change.

APPENDIX E-2

No change.

APPENDIX F-1 – CLASS ASSIGNMENTS TO SALARY GRID

No change.

APPENDIX F-2– CLASS ASSIGNMENTS TO SALARY GRID

No change.

APPENDIX G – SUPPLEMENTAL AGREEMENTS

Hold for supplemental bargaining.

APPENDIX H – PROHIBITION OF SEXUAL HARASSMENT

133. Delete appendix.

APPENDIX I – AFFIRMATIVE ACTION COMMITTEE

No change.

APPENDIX J – EMPLOYEE DRUG AND ALCOHOL TESTING POLICY

No change.

APPENDIX K – STATEWIDE POLICY ON FMLA

No change.

APPENDIX L - HIGH COST CENTERS FOR MEAL REIMBURSEMENTS

134. Delete appendix.

APPENDIX M – STATUTORY LEAVES

No change.

APPENDIX N – FLOW CHART FOR LAYOFFS

No change.

LETTERS

- 135. Delete Letter 4 - Layoffs (August 18, 2003)
- 136. Delete Letter 6 - Administrative Procedure 1.2 (August 3, 2005)
- 137. Delete Letter 8 - Job Audits (July 9, 2007)
- 138. Delete Letter 9 - Subcontracting (June 20, 2017)
- 139. Delete Letter 11 - Phased Retirement Pilot (July 9, 2019)
- 140. Delete Letter 12 - Career Development JLMC (August 23, 2017)
- 141. Delete Letter 13 - Career Mapping (July 9, 2019)
- 142. Delete Letter 14 - Recruiting Incentive, Employee Referral Incentive, and Equity Adjustments – Pilots (July 9, 2019)
- 143. Delete Letter 15 - Student Loan Reimbursement Pilot Opt-in