

MAPE Tentative Agreement

July 1, 2021 – June 30, 2023 (change all applicable dates)

Additions are shown in red underline; deletions are shown in ~~striketrough~~.

PREAMBLE

... The Employer and the Association affirm that this Agreement has as its purpose the establishment of rates of pay, hours of work, and other conditions of employment; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption of efficient operations of any department; requires us to interact with each other with mutual dignity and respect; values equity, diversity, and inclusion; and ~~to~~ expresses the full and complete understanding of the parties relative to all terms and conditions of employment covered by this Agreement.

The parties may mutually agree, in writing, to correct misspelled words, mathematical errors, and other clerical errors in this Agreement.

ARTICLE 6 – EMPLOYEE RIGHTS

Section 1. Job Classification Specifications...

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....

Section 5. Employee Initiated Training....

In accordance with Administrative Procedure 21 (Employee ~~Training~~ Learning and Development), the Appointing Authority may provide reimbursement or direct vendor payment for up to one hundred percent (100%) of the tuition or workshop/seminar registration fee....

ARTICLE 7 – ASSOCIATION RIGHTS

Section 5. ~~Availability of~~ Employer Public Financial Information....

ARTICLE 8 – DISCIPLINE and DISCHARGE

Section 4. Investigatory Leave.... Information provided on the status of the investigation shall be in accordance with Minnesota Government Data Practices Act.

Section 6. Unclassified Employees. The termination of unclassified employees is not subject to the arbitration provisions of this Agreement, unless otherwise specified in this Agreement. When practicable, the Appointing Authority shall notify a temporary unclassified employee a minimum of ~~fourteen~~ twenty-one (14 21) 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.

ARTICLE 9 – GRIEVANCE PROCEDURE

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

B. Time Limits

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

C. General Principles

8. **Settlement or Award Implementation.** Within a reasonable period of time after the grievance settlement or arbitration award, the settlement or award shall be implemented.
9. **Vacancies, Filling of Positions Grievances.** Grievances arising under Article 16 (Vacancies, Filling of Positions) shall be filed with the Appointing Authority in which the vacancy occurred.

Section 3. Procedure

Informal Grievance....

Formal Grievance

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/**manager**. 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/**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 of **following** 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 **State Negotiator** ~~Commissioner of Minnesota Management & Budget (State Labor Negotiator)~~ **or designee**. 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.

Arbitration Panel. 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 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, or designee, 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.~~

Expedited Arbitration Panel. ~~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.

ARTICLE 10 – VACATION LEAVE

Section 1. General Conditions.

- A. **Eligibility....** 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....

Section 2. Accruals....

... 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. At the discretion of the Appointing Authority, an eligible employee reinstated or reappointed to State service in good standing or retirement from any branch of Minnesota State government may accrue vacation leave up to 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. At the discretion of the Appointing Authority, 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 in good standing, ending their Legislative term, or retirement, may accrue vacation leave up to 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.

ARTICLE 11 – HOLIDAYS

Section 1. Eligibility. 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....

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

...Juneteenth...

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

ARTICLE 12 – SICK LEAVE

Section 1. Sick Leave Accumulation. ... 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. ...

Section 3. Sick Leave Use.

A. Employee.

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

1. Illness of the following persons: ... parent, ...

ARTICLE 15 – SENIORITY

Section 3. Seniority Rosters. 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~~ shall be furnished to the Association Executive Director....

ARTICLE 16 - VACANCIES, FILLING OF POSITIONS

Section 4. Filling of Positions. ... 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.

Section 6. Probationary Periods. ...

Employees whose temporary unclassified appointment is converted to the unlimited classified service in the same classification shall require a probationary period of three (3) months.

ARTICLE 18 – EXPENSE ALLOWANCES

Section 3. Commercial Transportation. When an employee is required to use commercial transportation (air, taxi, rental car, ride-share, etc.) in connection with authorized business of an Appointing Authority, the employee shall be reimbursed for the actual expenses of the mode and class of transportation so authorized.

ARTICLE 20 – INSURANCE

Section 2. Eligibility for Group Participation

A. Dependents

1. **Spouse.** The spouse of an eligible employee (if legally married under Minnesota law). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and ~~elects to receive either credits or cash.~~ (1) elects to receive credits or cash in place of health insurance or health coverage or towards some other benefit in place of health insurance, then they are not eligible for the comparable coverage or insurance under this Article; or (2) is enrolled in a high deductible medical insurance plan (as defined by the IRS) that includes a contribution to a health savings account (HSA) through their employing organization, then they are not eligible for medical coverage under this Article. ~~in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through their employing organization, that spouse is not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.~~

Effective January, 2015 When if both spouses work for the State or another organization participating in the State's Employee Group Insurance Program, a spouse may be covered as a dependent by the other but when covered as a dependent they may not carry their own coverage (members may only be covered once).

Section 5. Coverage Changes and Effective Dates.

C. Effective Date of Coverage.

1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the ~~thirty fifth (35th)~~ thirtieth (30th) day following the employee's first day of employment, re-hire, or reinstatement with the State.

D. Open Enrollment.

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Dental coverage will be offered during the 2023 plan year Open Enrollment....

Section 6. Basic Coverages.

A. Employee and Family Health Coverage.

1. Coverage Under the Minnesota Advantage Health Plan

a. Benefit Options

4) Advantage Benefit Chart for Services Incurred During Plan Years 2020

2and 2021,3.

*See attached table

- b. ~~Office Visit Copayments Incentive. In 2020, 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.~~

~~In 2021, Employees will receive a \$70 first-dollar credit to their individual deductible (regardless of whether the employee is enrolled in single or family coverage), conditional upon completion of qualifying activities in the State of W well-being program by the deadline. (The \$70 employee individual deductible credit replaces the copayment reduction.)~~

d. **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. Eye injury or illness at an in-network provider will be covered as an office visit based on the benefit level in which the individual is enrolled.

5. **Health Promotion and Health Education.**

a. **Develop Programs.**

Policy.

- 1) The Employer will develop and implement health promotion, ~~and~~ health education programs, and other programs mutually agreed upon with the Joint Labor Management Committee on Health Plan, subject to the availability of resources....
- 2) **Pilot Programs.** The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs., programs that seek to control costs, programs that streamline the delivery of services, or that enhance services to members. Incentives for participation in such programs may include ~~limited short-term~~ improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.

7. **Temporary plan changes due to a state or national emergency.**

8. SEGIP and the unions recognize that certain natural disasters and other major emergencies may disrupt or seriously threaten to disrupt the State of Minnesota at a time when employees are especially needed to provide services. If the State or a federal government agency declares a state of emergency or otherwise invokes emergency authority by declaration, rules, regulations or similar official statements, the terms of the programs administered by SEGIP may be changed for the period of the declared emergency and for up to a 30-day run-out period.

9. These changes may include changes to programs administered by SEGIP, including but not limited to, benefit design, enrollment and eligibility, billing, and administration as well as waiver of out-of-network restrictions, changes to out-of-pocket costs, extension of time frames for enrollment and billing, and other protocols reasonably required to provide Members with access to benefits.

10. These changes must be agreed to by both SEGIP and the Joint Labor Management Committee. Nothing in this provision prohibits SEGIP from making changes authorized or required under another authority, including but not limited to a state or federal law, regulation, order, or rule without union agreement.

C. Disability Coverage.

1. **Short-term Disability Coverage.** ... A short-term disability open enrollment will be offered every five years.

ARTICLE 24 – WAGES

Section 3. First Year Wage Adjustment. Effective July 1, 20~~21~~¹⁹, all salary ranges and rates for classes covered in this Agreement shall be increased by ~~two and one quarter~~ two and a half percent (2.25-2.5%), rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in Appendix E-1. Employees shall convert to the new compensation grid as provided in Section 2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Section 4. Second Year Wage Adjustment. Effective July 1, 20~~20~~²², all salary ranges and rates shall be increased by ~~two and one half~~ two and a half percent (2.50-2.5%), 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 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. No work out of class assignment shall extend beyond twelve (12) months.

Section 9. Bilingual/Multilingual/Sign Language Differential (Pilot). At the Appointing Authority's discretion, position(s) that communicate with the public in a recognized and approved language other than English (including Braille or American Sign Language (ASL)), on a recurring or specific basis may be eligible for this differential. The use of an additional language must be used to perform an essential function of the position or to support specific events or projects. The required level of fluency is to be determined by the Appointing Authority, and the Appointing Authority may require certification in interpretation or translation, or in the use of Braille or ASL, as required by law or industry standards.

1. Recurring Basis. Positions that utilize an additional language on a recurring basis to support an essential function of the position will receive a differential of fifty dollars (\$50.00) per bi-weekly pay period.

2. Specific events or projects. The Appointing Authority will describe the employee's expectations for utilizing their additional language skill (translation, interpretation, or both), and whether the employee will be expected to perform additional language skills during specific events or for special projects. If the additional language will be utilized only for specific events or projects, like public meetings or specific translation projects, the position will be paid a differential of \$1 per hour for each hour performing those specific tasks, paid in .25-hour increments.

If the Appointing Authority determines that the additional language skills are no longer needed, the bilingual differential may be ended at any time. If the employee is transferred, demoted, or promoted, to another position in which the bilingual skill has not been designated, or identified as a business necessity, the differential will cease. The effective date for discontinuation of the bilingual differential will be the first day of the next pay period following the new assignment.

The determination by the Appointing Authority as to which positions are eligible for the bilingual differential, the frequency with which additional language skills are needed, or the discontinuation of the bilingual differential shall not be subject to the grievance or arbitration procedure.

The Appointing Authority retains the right to contract out bilingual services as deemed necessary.

This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2023 – 2025 contract.

Section 10. Shift Differential. The shift differential for employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 7:00 P.M. shall be sixty-five cents (\$65) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

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.

Section 15. Deferred Compensation Plan. The Employer agrees to provide employees with a State-paid contribution to the deferred compensation program under Minn. Stat. 352.96. The State-paid contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis as permitted by Minn. Stat. 356.24 not to exceed ~~two hundred dollars (\$200.00)~~ two hundred fifty dollars (\$250.00) per employee in each fiscal year of the Agreement.

An employee may choose to convert some or all of ~~his/her~~ their compensatory time bank one time during each fiscal year at a time of their choosing so long as the total hours converted in a fiscal year do not exceed forty (40).

ARTICLE 27 – HOURS OF WORK AND OVERTIME

Section 1. General Provisions.

- A. **Scheduling.** The Appointing Authority shall provide no less than fourteen (14) 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 fourteen (14) day notice requirement. However, employees being returned to work as part of a workers' compensation placement are not entitled to this notice.
- B. **Meal Periods.** 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.
- J. Telecommuting Plans.** Telework provides a broad array of benefits to state agencies and their employees. Telework can provide state agency employees flexible work environment arrangements that are consistent with business needs. If a request to telecommute is denied, upon request of the employee, the Appointing Authority shall provide the employee the reason(s) for the denial of the request. When practicable, the Appointing Authority shall provide the employee fourteen (14) days' notice prior to changing or canceling an employee's telecommuting arrangement.
- Telecommuting Plan Concerns (Pilot).** If an employee has concerns over their telecommuting determination(s), the employee may request a meeting to discuss their concerns with the Appointing Authority.
- This Telecommuting Plan Concerns Pilot program becomes effective upon this Agreement's approval by the legislative coordinating commission under M.S. 3.855, subject to ratification by the legislature, and will sunset upon approval under M.S. 3.855 of the parties' 2023 – 2025 agreement.
- This section is not subject to the grievance procedure.

Section 3. Exempt Employees.

- B. **Balancing Hours.** 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. In these instances and with supervisory approval, employees may balance hours of work in subsequent work days or payroll periods, provided such time management system does not result in overtime payment or guarantee hour for hour time off for extra hours worked.

LETTERS

Letter 11. Phased Retirement Pilot

July ~~9~~²², ~~2021~~¹⁹

... The Phased Retirement Pilot will become effective upon implementation of this agreement and will remain in effect until the 2023 – 2025 a successor agreement is implemented.

Letter 14. Recruiting Incentive, Employee Referral Incentive and Equity Adjustments Pilot

July-9 22, 2021¹⁹

... This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2023²¹ – 2025³ contract.

Letter 15. Student Loan Reimbursement Pilot Opt-in

July 922, 2021¹⁹

... This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2023²¹ – 2025³ contract.

Letter 16. Equity, Diversity, and Inclusion

July 22, 2021

Megan Dayton, President
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

Re: Equity, Diversity, and Inclusion

Dear Megan,

As discussed in our 2021 – 2023 contract negotiations, the parties agree to the following:

Both parties desire workplaces to reflect of the State's values in Equity, Diversity, and Inclusion. The State has dedicated additional resources and employees skilled in these areas to continue to transform agency workplaces to achieve these values. As the Governor's Office of Inclusion leads these statewide agency efforts, we agree to invite MAPE quarterly to the Governor's Office of Inclusion updates in order to be familiar with the progress being made on an enterprise level and to hear MAPE's concerns and ideas regarding Equity, Diversity, and Inclusion efforts across the enterprise.

Regards,



Amanda Johnson
Labor Relations Consultant
cc: Kristin Batson
Jennifer Claseman

INSURANCE COVERAGE CHART CHANGES

<u>2022 and 2023</u> <u>Benefit Provision</u>	<u>Benefit Level</u> <u>1</u> <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> <u>2</u> <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> <u>3</u> <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> <u>4</u> <u>The member</u> <u>pays:</u>
Emergency room copay	\$100 <u>not subject to the Deductible</u>	\$100 25 <u>not subject to the Deductible</u>	\$100 50 <u>not subject to the Deductible</u>	N/A —subject to deductible and 25% Coinsurance to OOP maximum \$350 <u>not subject to the Deductible</u>

Draft