DATE: April 11, 2023

TO: Megan Dayton, Statewide President

 Minnesota Association of Professional Employees

FROM: Amanda Johnson, Labor Relations Consultant

 Labor Relations Division

**Polls**

PHONE: (651) 259-3757

RE: 2023-2025 Contract Negotiations – Employer’s Opening Proposal

Please find below a summary of each of the modifications/clarifications/additions developed by the State for the 2023-2025 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 (23-25) and Table of Contents to reflect final agreement.

**PREAMBLE**

1. Technical changes of the effective year.

**ARTICLE 1 – ASSOCIATION RECOGNITION**

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

This includes employment service that exceeds: 1) fourteen (14) hours per week or 35% of the normal full-time work week, whichever is less; 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**

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

**ARTICLE 4 – NON-DISCRIMINATION**

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

Refer to HR/LR Policy #1432 Respectful Workplace.

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

See 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**

1. Section 2. Position Description. Delete requirement of internal departmental appeal procedure.
2. 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 may be allowed to balance their time for actual attendance at such sessions or programs that exceed the length of the normal work day…

1. 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.
2. 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.
3. Section 6. Responsibilities for Training and Development. Delete section and renumber remaining sections.

1. 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.

**ARTICLE 7 – ASSOCIATION RIGHTS**

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

1. 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 of any subsequent changes in such Stewards within 30 days of the change(s).

1. 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…

1. 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 distribute the Association newsletters…

1. 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**

1. Section 3. Disciplinary Action. Modify numbering to bulleted list.
2. Section 3. Disciplinary Action. Add Reduction of step(s) to possible disciplinary actions and explanation of parameters.

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

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).\*\*
6. Demotion
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.

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

The termination of unclassified employees is not subject to the grievance provisions of 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.

1. 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 written 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.

1. Section 7. Personnel File. Add it is a written request from the employee.

Upon written 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 written 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.

1. Section 7. Personnel File. Modify that discipline may be removed.

Upon request of the employee, a written reprimand may 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 may 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.

1. Section 7. Personnel File. Timeline for removal of discipline under Appointing Authority and leaves of absence.

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. Removal of documentation from an employee’s personnel file as listed above shall be contingent upon the employee’s continuous service with the Appointing Authority that issued the discipline. Any paid or unpaid leaves of absence as defined by Article 14, or any time served in a position with another Appointing Authority in excess of an aggregate total of ten (10) working days shall proportionately be added to the durations listed above. Discipline that becomes eligible for removal, based upon this provision, shall not be used as a basis for any subsequent discipline of the employee.

1. Section 7. Personnel File. Removal of discipline from the personnel file resolves the grievance.

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. The removal of disciplinary material from the employee’s personnel file shall constitute the resolution of any applicable outstanding grievances.

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

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, in any disciplinary action or hearing.

**ARTICLE 9 – GRIEVANCE PROCEDURE**

1. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: **NEW** Section. Grievance Conduct. Expectations of conduct for all parties involved. 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 badger or intimidate the other party or its representatives. Where conduct is believed by a party to not be in accordance with this conduct requirement, this concern may be brought to the attention of the Appointing Authority and/or Executive Director of the Association to address.

1. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: 5. Release Time. Technical change add to subsection title “Release Time from Work.”

5. **Release Time from Work**

1. 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.

1. 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.

1. 28. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: **NEW** Section. Employees who Voluntarily Separate. Renumber remaining sections. 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.

1. Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: **NEW** Section. Disciplinary Material Removed from Personnel File. Renumber remaining sections. Removal of discipline from the employee’s personnel file resolves the grievances.

**Disciplinary Material Removed from Personnel File.** The removal of disciplinary material, at the request of the employee from their personnel file, shall constitute the resolution of any applicable outstanding grievances.

1. Section 3. Procedure. Information Grievance. Add “in writing” as an option.

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

1. Section 3. Procedure. Information Grievance. Step 2. Clarify titling on where step 3 grievances (intent to arbitrate) are sent. No change to process as it is now.

**…** 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 State Negotiator or designee.

1. 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.

The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. 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. Except as indicated in Section 5 below, the Arbitrator shall submit their decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

**ARTICLE 10 – VACATION LEAVE**

1. Section 1. General Conditions. A. Eligibility. Delete intermittent employee eligibility for vacation leave.
2. Section 2. Accruals. Technical change to delete outdated language.

For purposes of determining an employee's accrual rate, periods of suspension or unpaid non-medical leaves…

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.

1. Section 2. Accruals. Clarify that Reserves is considered under the United Armed Forces language.

At the discretion of the Appointing Authority, employees who are hired into State service from another public sector employer, including the United States Armed Forces (includes United States Reserves), or from a private sector employer in a position directly related to the employee’s current State position, and who were in a vacation eligible position with that employer may be granted length of service credit in an amount up to the length of time employed by the previous employer.

**ARTICLE 11 – HOLIDAYS**

1. 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 employee makes up the time within the FLSA work week in which the religious holiday falls.

**ARTICLE 12 – SICK LEAVE**

1. Section 1. Sick Leave Accumulation. Delete intermittent employee eligibility for sick leave.
2. Section 3. Sick Leave Use. E. Bereavement Leave. Remove “same in opposite sex” as appears unnecessary since it is about domestic partner.

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

1. Section 3. Sick Leave Use. E. Bereavement Leave. Add language to allow for Paid Parenting Leave where an employee experiences a stillbirth or the death of their child when they would otherwise be able to use PPL.

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

Employees who experience a stillbirth or the death of their child within the time-period they would otherwise be eligible to use Paid Parenting Leave (PPL) under the conditions of Article 14, Section 2 (O) are eligible to use any accrued PPL.

**ARTICLE 13 – SEVERANCE PAY**

No changes.

**ARTICLE 14 – LEAVES OF ABSENCE**

1. 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 Statues 43A.05 Subd. 4,the Commissioner of 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 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.

1. Section 3. Unpaid Leaves of Absence. D. Association Leave. Modify where Association sends notice of Association Leave for Master Bargaining. This is reflective of what happens now.

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

1. 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 written request of the Association, leave shall be granted to employees who are elected officers or appointed full-time representatives of the Association.

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

Upon mutual agreement, the Association and the Appointing Authority may agree to allow an employee’s continuation on Association leave beyond one (1) year. Leave time for service to the Association shall not be deducted for purposes of determining an employee's vacation accrual rate.

1. 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 may be granted by the Appointing Authority for up to one (1) year because of sickness or injury to the employee.

1. 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. At the request of the employee, this leave may be extended at the discretion of the Appointing Authority.

1. 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 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**

1. 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, 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.

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

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

1. 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…

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

1. Section 1. Definition of Vacancy. A vacancy is not created by a reassignment outside 35 miles that is agreed upon by the employee and Appointing Authority.

A vacancy is defined as a non-temporary (more than 12 months) opening in the classified service which the Appointing Authority determines to fill. A vacancy is not created by reassignment within thirty-five (35) miles to the same classification or reassignment over thirty-five (35) miles to the same classification that is mutually agreed upon by the Appointing Authority and employee.

1. Section 2. Permanent Reassignment. Allows for permanent reassignment outside 35 miles that is agreed upon by the employee and Appointing Authority.

Whenever the Appointing Authority determines to make a permanent reassignment within thirty-five (35) miles, the Appointing Authority shall, before the reassignment is effected, consider (but not be limited to) the following:

1. The employee's ability to perform the job;
2. The employee's qualifications to perform the job;
3. The employee's interest in the job;
4. The employee's current workload;
5. The employee's Classification/Class Option Seniority.

Notwithstanding the above, upon written request of an employee, the Appointing Authority may make a permanent reassignment outside thirty-five (35) miles. Any change of residence pursuant to such reassignment shall be voluntary for the purposes of Article 19. Relocation Allowances.

1. 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.

1. Section 3. Job Posting and Interest Bidding.  Delete requirement to provide copy of posting to Association.

… employment condition, and location of the vacancy. Upon notice to the Association, the vacancy need not be posted if no one is eligible to bid. The Association may post copies of any electronic postings on their designated Association bulletin board.

1. Section 3. Job Posting and Interest Bidding.  Delete requirement to post a vacancy cancellation.
2. Section 3. Job Posting and Interest Bidding.  Delete reference to Junior/Senior Plans.
3. 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 for which the employee is determined to be qualified by the Employer.

1. Section 4. Filling of Positions. B. Claiming. Modify to add clarity that 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 on notice of permanent layoff and 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.

1. Section 4. Filling of Positions. B. Claiming. Delete reference to class option.

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 in which the employee served or for which the employee is determined to be qualified by the Employer.

1. Section 4. Filling of Positions. B. Claiming.  Delete “classification of the” claimed position as redundant.

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 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.

1. Section 4. Filling of Positions. C. Other Means of Filling the Vacancy. Replace numbering of other means of filling a vacancy with bullet points.

1. 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

1. 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.
2. 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, may extend the probationary period, not to exceed an additional three (3) months.

1. Section 8. Non-certification. Add language for Appointing Authority to provide reasons for non-certification. Delete right to meeting.

**Section 8. Non-Certification.** When an Appointing Authority does not certify a probationary employee, the Appointing Authority shall provide the reasons for non-certification to the employee. Non-certification decisions are not subject to the grievance procedure. If non-certified after a trial period, see Section 7 above.

**ARTICLE 17 – LAYOFF AND RECALL**

1. Section. 1. Definition of Layoff. Employees placed on emergency layoff are not defined as being on layoff (connected to S72 proposal).

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 emergency layoff do not meet the definition of layoff.

1. 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

1. 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
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 not been offered "1" shall be laid off.

1. If 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. 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.

**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.

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 in the same bargaining unit, 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…

1. 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

1. The employee(s) receiving notice of layoff shall be placed in a vacancy in the same seniority unit, same class , 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:
2. Bump the least senior employee in the same seniority unit, same class , 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
3. Accept a vacancy in the same seniority unit in an equal class 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.

1. 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 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 for which the employee is determined to be qualified by the Employer.
3. Bump any employee 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 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 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…

1. 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 for which the employee is determined to be qualified by the Employer.

1. **NEW** Section 6. Emergency Layoff. Add language allowing for emergency layoff 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.

**Emergency Layoff.** Employees may be placed on emergency layoff if it is deemed necessary by the Commissioner of Minnesota Management and Budget. Emergency layoff 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 emergency layoff, the Employer may continue to provide the Employer’s portion of insurance premiums.

Once the emergency requiring layoff has resolved, permanent classified employees placed on emergency layoff shall be recalled to the position from which they were laid off. For probationary classified employees and unclassified employees placed on emergency layoff, 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 emergency layoff.

1. Section. 3. Permanent Layoff. B. Conditions for Bumping. C. Junior/Senior Plans. Delete. Technical renumbering.
2. 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 position qualified. For recall from the Seniority Unit Layoff List, also see Article 16, Section 4A.

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

The employee shall notify the Appointing Authority by 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.

1. 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.

1. 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 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 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.

1. Section 6. Limited Interruptions of Employment. Increase to number of consecutive working days allowed to not be considered a layoff.

Any interruption in employment not in excess of twenty-one (21) consecutive working days because of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons shall not be considered a layoff.

**ARTICLE 18 – EXPENSE ALLOWANCES**

1. 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, away from their temporary or permanent work station, in a travel status overnight or if the employee departs from home in an assigned travel status before 6:00 A.M.

1. 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 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:

**ARTICLE 19 – RELOCATION ALLOWANCES**

No change.

**ARTICLE 20 – INSURANCE**

Reserved for coalition bargaining.

**ARTICLE 21 – TRANSFERS BETWEEN DEPARTMENTS**

1. 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 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.

1. 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 during the time period covered by this contract.

1. **NEW** Section (after Achievement Awards). Incentives. Renumber remaining sections. Add language allowing for Appointing Authority to create monetary incentive programs.

**Incentives.** The Appointing Authority may create and use incentive program(s). In order to offer incentives, the Appointing Authority must first develop a policy that governs the eligibility and parameters of the program and must obtain approval from Minnesota Management and Budget.

1. Section 7. Salary Upon Class Change. G. Reallocation Downward. Modify language to an employee does 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. In addition, the employee shall receive all across-the-board increase adjustments provided by this Agreement.

1. Section 8. Work out of Class. Delete 12 month limit on work out of class assignments.
2. **NEW** Section (after Bilingual/Multilingual/Sign Language Differential (Pilot)). Guest Speaker for Minnesota Statewide Employee Resource Group (ERG) Pilot. Renumber remaining sections. Add language allowing for no loss of wages for state employees presenting or speaking at an ERG.

**Guest Speaker for Minnesota Statewide Employee Resource Group (ERG) Pilot.** An employee who is recommended by the chair/co-chair of a statewide ERG and approved by the ERG’s Executive Sponsor and the Appointing Authority to speak or present at a statewide ERG meeting or event shall receive no loss of wages for presenting or speaking during work hours. This provision becomes effective upon the contract’s successful ratification by the legislature, and will sunset upon the ratification of the 2025 – 2027 contract.

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

No change.

**ARTICLE 26 – WORK UNIFORMS**

No change.

**ARTICLE 27 – HOURS OF WORK AND OVERTIME**

1. Section 1. General Provisions. A. Scheduling. Modify from 14 to 7 days’ notice of schedule change.

The Appointing Authority shall provide no less than seven (7) 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. However, employees being returned to work as part of a workers’ compensation placement are not entitled to this notice.

1. 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.

1. Section 1. General Provisions. C. Meal Periods. Remove language where supervisor requires employee to remain on-duty/work during meal periods as employee will be compensated appropriately under FLSA for work performed.

**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.

1. Section 1. General Provisions. E. Part-Time Employment. Retitle to “Full-Time and Part-Time Employment Changes.” Allow for changes in hours at the employee’s request and with mutual agreement.

**Full-Time and Part-Time Employment Changes.**

**Permanent Reduction or Increase.** 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 or Increase.** 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 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.

1. Section 1. General Provisions. I. Recommendations on FLSA Status. Delete and technical section renumbering.
2. Section 2. Overtime Compensation for Non-Exempt Employees. B. Overtime. Allow for paid holidays, paid sick time, and paid leave of absence to be considered as “time worked” for non-exempt employees and overtime calculation. **AND** Section 3. Exempt Employees. A. Normal Work Period. Delete all paid time counting as time worked for overtime calculation.

Section 2. Overtime Compensation for Non-Exempt Employees. B. Overtime.

Hours worked in excess of the maximum number of hours permitted in each applicable work period are overtime hours. All paid holidays, paid sick leave, and paid leaves of absence shall be considered as "time worked" for purposes of this Section.

Section 3. Exempt Employees. A. Normal Work Period.

The normal work period shall consist of eighty (80) hours of work within a two (2) week payroll period. All paid vacation time, paid holidays, paid sick leave, paid compensatory time off, and paid leaves of absence shall not be considered “time worked” for purposes of this Section. Employees may adjust or exchange hours with the approval of the immediate supervisor(s), provided such change does not result in the payment of overtime.

**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**

1. 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**

1. Add three (3) new seniority units for Minnesota Department of Veterans Affair’s three (3) new homes.

|  |  |
| --- | --- |
| Veterans Affairs, Department of | Veterans Affairs Central Office and Program and Services- Hastings Veterans Home- Silver Bay Veterans Home- Luverne Veterans Home- Fergus Falls Veterans Home- Minneapolis Veterans Home- Bemidji Veterans Home- Montevideo Veterans Home- Preston Veterans Home |

**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**

1. Delete appendix (connected to S6 proposal).

**APPENDIX I – AFFIRMATIVE ACTION COMMITTEE**

No change.

**APPENDIX J – EMPLOYEE DRUG AND ALCOHOL TESTING POLICY**

No change.

**APPENDIX K – STATEWIDE POLICY ON FMLA**

1. Technical change from “on-line" to “online”

This policy is also available online at <https://mn.gov/mmb/employee-relations/laws-policies-and-rules/statewide-hr-policies/>.

1. Technical change - update to website link

**Contacts** MMB Labor Relations Representative

**References** HR/LR Policy #1409: <https://mn.gov/mmb/assets/1409-fmlapolconsolidatedpdf_tcm1059-321994.pdf>

**APPENDIX L - HIGH COST CENTERS FOR MEAL REIMBURSEMENTS**

1. Delete appendix (connected to S80 proposal).

**APPENDIX M – STATUTORY LEAVES**

No change.

**APPENDIX N – FLOW CHART FOR LAYOFFS**

1. Update table to remove bumping options (connected to S69 proposal).

**LETTERS**

1. Delete Letter 4 - Layoffs (August 18, 2003).
2. Delete Letter 6 - Administrative Procedure 1.2 (August 3, 2005).
3. Delete Letter 8 - Job Audits (July 9, 2007).
4. Delete Letter 9 - Subcontracting (June 20, 2017).
5. Delete Letter 12 - Career Development JLMC (August 23, 2017).
6. Delete Letter 13 - Career Mapping (July 9, 2019).