

## **VOTER INFORMATION BOOKLET ON LANGUAGE CHANGES**

The MAPE Negotiations Team reached a “tentative agreement” on the 2013-15 collective bargaining agreement with the governor’s team on June 28, 2013. The Negotiations Team voted to send this tentative agreement to the MAPE Board of Directors with a recommendation to accept this proposal. The Board of Directors reviewed the tentative agreement on June 28, 2013, and unanimously voted to recommend its acceptance to the membership.

Portions of the tentative agreement have been posted on the MAPE website at [www.mape.org](http://www.mape.org). At least one contract informational meeting has been scheduled in every Local to discuss this tentative agreement.

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

### **Summary of Proposed Contract Changes by Article in the Contract**

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

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

**Article 1 - Association Recognition** - NO CHANGES

**Article 2 - Strikes and Lockouts** - NO CHANGES

**Article 3 - Dues Deductions** - NO CHANGES

**Article 4 – Non-Discrimination** - NO CHANGES

**Article 5 – Employer Rights** – NO CHANGES

**Article 6 – Employee Rights** – NO CHANGES

**Article 7 – Association Rights** – NO CHANGES

**Article 8 – Discipline and Discharge – NO CHANGES**

**Article 9 – Grievance Procedure** – Changes the person receiving/hearing a Step 1 grievance from the immediate supervisor to the “supervisor’s supervisor”. Section 3 is amended as follows:

**Formal**

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

Within ten (10) calendar days after receiving the written grievance, the grievant's immediate supervisor's supervisor 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 shall give his/her written answer to the designated Association Steward within ten (10) calendar days of the meeting. The Association may appeal the grievance in writing to Step 2 within ten (10) calendar days after the ~~immediate supervisors~~ written answer is given or due.

**Arbitration Panel.** *Note:* MAPE and the Governor’s team have agreed to review the current arbitration panel and make any mutually agreed upon changes to the list of arbitrators. This doesn’t require any changes to the contract language and has been done periodically over the years.

**Article 10 – Vacation Leave** – Section 1 is amended by striking paragraphs B and C and replacing them with a new paragraph B that provides an initial credit of 40 hours of vacation leave for new hires.

~~**B. Use.** An employee may not use vacation until completing six (6) months of service in a vacation eligible status as defined in Section 1 A. above. However, an employee who is rehired within four (4) years to a vacation eligible position may use vacation in the first six (6) months of the appointment provided they completed six (6) months of continuous service in a vacation eligible status, with the State of Minnesota, prior to the reinstatement or reappointment.~~

~~**C. Crediting Accruals.** Once an employee has completed six months of service in a vacation eligible status, vacation accruals shall then be credited back to the original date of eligibility as defined in Section 1A. above.~~

**B. Crediting and Use of Vacation upon Entry.** Upon entry into State service, an

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

**Article 11 – Holidays – NO CHANGES**

**Article 12 – Sick Leave** – Section 3 is amended based upon a letter added to the back of the contract that addresses the expansion of sick leave use caused by recent legislation passed by the Minnesota Legislature in 2013. The major change is that sick leave may now be used to attend for the ill or injured adult children and siblings including a list of relatives that do not live in the same household as the employee. The following sentence will be added at the end of the first paragraph of Section 3, Article 12:

See letter dated July 2, 2013, for additional information regarding use of sick leave, including the use of sick leave for additional family members.

Below is a copy of the letter referenced above that will be added to the back of the contract book.

5  
6  
7 DATE: July 2, 2013  
8  
9 TO: State Supervisors  
10 Human Resource Directors/Designees  
11 Labor Relations Directors/Designees  
12  
13 FROM: Carolyn J. Trevis *Carolyn J. Trevis*  
14 Acting Assistant Commissioner/State Negotiator  
15  
16 RE: Expansion of Sick Leave Benefits  
17

18  
19 The Minnesota legislature recently passed a law which expands employees' entitlement to use  
20 accrued sick leave benefits. Effective August 1, 2013, state employees may use paid sick leave  
21 for reasonable periods of time as the employee's attendance may be necessary due to the illness  
22 or injury of the following family members:

- 23
- 24 • Adult children
- 25 • Spouse
- 26 • Brother or Sister
- 27 • Parent
- 28 • Stepparent
- 29 • Grandparent
- 30

31 The new law expands prior law that allowed for the use of sick leave for the illness or injury of an  
32 employee's "child" (including stepchild and biological, adopted and foster child). Along with the  
33 expansion to include additional family members, this law does not require that these persons live in  
34 the employee's household.

35  
36 An employer may limit the use of personal sick leave for the illness or injury of the employee's:  
37 adult child; spouse not living in household; brother or sister; parent or stepparent not living in  
38 household; or grandparent to a cap of 160 hours in any 12-month period.

39  
40 The new law is an expansion of what is currently found in the sick leave article of the labor  
41 contracts and Plans. You are to apply the expanded provisions of the law, as well as the sick  
42 leave provisions of the applicable contract/Plan.

43  
44 If you have any questions, please contact your Labor Relations representative.  
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50  
51

52  
53 400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155  
54 Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: MN Relay 711  
55 An Equal Opportunity Employer  
56

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**Article 12 – Sick Leave** – Section 3 is amended by adding a second paragraph to the section allowing employees to use up to 40 hours of sick leave for service dog handling training.

Employees with a disability requiring the use of a service dog may use up to forty (40) hours of sick leave to attend the initial training for service dog handling.

**Article 12 – Sick Leave** – Eliminates the date reference contained in the second paragraph of Section 5, Article 12 under “Reinstatement of Sick Leave”. This is a technical change that does not affect the meaning or practice associated with this section.

An employee who receives severance pay on or after January 7, 1998, and returns to State service within four (4) years of the date of resignation in good standing or retirement, shall have his/her sick leave balance restored at sixty percent (60%) of the employee's first nine-hundred (900) hours of accumulated but unused sick leave, plus eighty-seven and one-half percent (87½%) of the employee's accumulated but unused sick leave in excess of nine-hundred (900) hours.

**Article 13 – Severance Pay – NO CHANGES**

**Article 14 – Leaves of Absence** – In Section 2, paragraph H the paragraph heading will be changed by adding “as a Result of Layoff” to the heading. This is intended to clarify current language and practice.

**H. Transition Leave "as a Result of Layoff".** At the Appointing Authority’s discretion, an employee under notice of permanent layoff may continue in payroll status for up to eighty (80) hours of paid leave prior to his/her date of layoff. Such leave shall not be subject to the provisions of Section 5, Reinstatement After Leave, of this Article.

**Article 14 – Leaves of Absence** – A new paragraph “I.” under Section 2 is added to allow up to 40 hours of transition leave as the result of a non-certification. Note: the paragraphs following the new paragraph “I.” will be re-lettered.

**I. Transition Leave as a Result of Non-Certification.** An employee who is non-certified from one Appointing Authority and who has rights back to return to a previous position with another Appointing Authority may be placed on paid transition leave by that receiving Appointing Authority for up to forty (40) hours from the effective date of the non-certification.

**Article 14 – Leaves of Absence** – Section 3, subsection C, is amended in the third paragraph by adding new language allowing members to request a meeting with their union stewards and human resources to discuss rights and benefits while on active military duty.

**C. Military Leave.** In accordance with Minn. Stat. 192.261, Subd. 1, and federal law, leave shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training, or full-time National Guard Duty in the armed forces of the United States for the period of military service, not to exceed five (5) years, plus such additional time as the employee may be required to serve pursuant to law. Leave time for service in the military shall be considered as paid leave for purposes of vacation leave and sick leave accrual.

Employees requesting such leave shall notify their immediate supervisor as soon as possible of the need for such leave. Such notice must occur within three (3) calendar days of the employee’s knowledge of the need for such leave.

At an employee’s request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave used must have been accumulated prior to the start of the military leave. Prior to taking military leave, the employee shall be allowed a reasonable amount of time to meet with Human Resources to discuss and explain the rights and benefits available to the employee and his or her family while on military leave. At the request of the employee, a union steward or Association representative may be present.

**Article 15 – Seniority** – NO CHANGES (Note the Seniority Units in Appendix D below have been updated).

**Article 16 – Vacancies, Filling of Positions – NO CHANGES**

**Article 17 – Layoff and Recall** – Eliminate the date reference by amending the last paragraph of Section 2, as follows:

~~During the term of this 2011-2013 agreement,~~ Upon request, and when possible, an Appointing Authority shall meet and confer with the Association when it has determined that layoffs will be made for budgetary reasons.

**Article 18 – Expense Allowances** – clarify terms and eliminate redundancies in Sections 4 and 5 as follows:

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

**Section 5. Meal Allowances.** Employees assigned to be in travel status between the employee's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals including a reasonable gratuity. Employees must meet under the following conditions to be eligible for meal reimbursement:

A. **Breakfast.**

Breakfast reimbursements may be claimed only if the employee is on assignment away from his/her ~~home~~ temporary or permanent work station in a travel status overnight or departs from home in an assigned travel status before 6:00 A.M.

B. **Noon Meal.**

Eligibility for noon meal reimbursement shall be based upon the employee being on assignment, over thirty-five (35) miles from his/her temporary or permanent work station, with the work assignment extending over the normal noon meal period.

~~However, any employee may claim lunch reimbursement when authorized by the Appointing Authority as a special expense prior to incurring such expense.~~

C. **Dinner.**

Dinner reimbursement may be claimed only if the employee is away from his/her ~~home~~ temporary or permanent work station in a travel status overnight or is required to remain in a travel status until after 7:00 P.M.

**Article 18 – Expense Allowances** – Section 5, subsection D is amended by increasing the maximum meal reimbursements as follows:

**D. Reimbursement Amount.**

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

Meal Rates Effective  
Through December 31, 2013

Breakfast - \$7.00  
Lunch - \$9.00  
Dinner - \$15.00

Meal Rates Effective  
Beginning January 1, 2014

Breakfast - \$9.00  
Lunch - \$11.00  
Dinner - \$16.00

For the following metropolitan areas the maximum reimbursement shall be:

Meal Rates Effective  
Through December 31, 2013

Breakfast - \$8.00  
Lunch - \$10.00  
Dinner - \$17.00

Meal Rates Effective  
Beginning January 1, 2014

Breakfast - \$11.00  
Lunch - \$13.00  
Dinner- \$20.00

The metropolitan areas are:

Atlanta  
Boston  
Cleveland  
Denver  
Hartford  
Kansas City  
Miami  
New York City  
Portland, OR  
San Francisco  
St. Louis

Baltimore  
Chicago  
Dallas/Ft. Worth  
Detroit  
Houston  
Los Angeles  
New Orleans  
Philadelphia  
San Diego  
Seattle  
Washington D.C.

See Appendix L for details related to the boundaries of the above-mentioned metropolitan areas. The metropolitan areas also include any location outside the forty-eight (48) contiguous United States.

Employees who meet the eligibility requirements for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement amount for the eligible meals.

**Article 19 – NO CHANGES**

**Article 20 – Insurance** – A number of changes are proposed in Section 2, paragraph A and paragraph B (subparagraph 4), and Section 3, paragraphs A and B. Some of these changes are technical in nature, while others are intended to clarify current practices related to insurance eligibility and to ensure consistency with state and federal law.

**Section 2. Eligibility for Group Participation.** This section describes eligibility to participate in the State Employee Group Insurance Program.

**A. Employees - Basic Eligibility.** Employees may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, or temporary classified, or intermittent employees; (2) student workers; and (3) interns.

**B. Employees - Special Eligibility.** The following employees are also eligible to participate in the Group Insurance Program:

(No changes to subparagraphs 1-3.)

**4. Retired “Separated” Employees “Under M.S. 43A.27”.** Pursuant to M.S. 43A.27, Subdivision 9 3a(1), A-an employee who retires separates from State service, and who, at the time of separation has five (5) or more years of allowable pension service and is entitled to immediately receive an annuity under a State retirement program and, who is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

Consistent with M.S. 43A.27, Subdivision 3a(2), a retired employee of the State who receives an

annuity under a State retirement program an employee who separates from State service and who, at the time of separation is at least fifty (50) years of age and at least fifteen (15) years of State service may continue to participate in the health and dental coverages offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

**Section 3. Eligibility for Employer Contribution.** This section describes eligibility for an Employer Contribution toward the cost of coverage.

**A. Full Employer Contribution - Basic Eligibility.** ~~The following employees covered by this Agreement receive the full Employer Contribution:~~ Employees covered by this Agreement



who are scheduled to work at least seventy-five (75) percent of the time are eligible for the full Employer Contribution. This means:

1. Employees who are scheduled to work at least ~~forty (40)~~ eighty (80) hours weekly per pay period for a period of nine (9) months or more in any twelve (12) consecutive months.
2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

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

~~1. **Part-time Employees.** Employees who hold part-time, unlimited appointments and who work at least fifty (50%) percent of the time but less than seventy-five (75%) percent of the time.~~

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

~~2. **Seasonal Employees.** Seasonal employees who are scheduled to work at least 1044 hours over a period of any twelve (12) consecutive months.~~

2. Employees who hold part-time appointments and who are scheduled to work at least one thousand forty four (1044) hours over a period of any twelve (12) consecutive months.

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

**C. Special Eligibility.** The following employees also receive an Employer Contribution:

1. **DNR Employees.** An employee of the Department of Natural Resources may meet the basic requirements for a full or partial Employer Contribution based on a combination of seasonal and temporary project employment, as described in Section 2B1.

2. **Employees on Layoff.** A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been

permanently or seasonally laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for an extended benefit eligibility period of six (6) months from the date of layoff.

**Seasonal Layoff.** The calculation in determining the six (6) months duration of eligibility for an Employer contribution begins on the date the employee is seasonally laid off.

**Permanent Layoff.** The calculation in determining the six (6) month duration of eligibility for an Employer contribution begins on the date the employee is permanently laid off or accepts an appointment in lieu of layoff without a break in service with a lesser employer-paid insurance contribution than the employee was receiving in the appointment from which the layoff occurred and is no longer actively employed by the Employer in the appointment from which the layoff occurred.

In the event the employee, while on permanent or seasonal layoff, is rehired to any state job classification with a lesser employer-paid insurance contribution than the employee is receiving under the six (6) months of insurance continuation, the employee shall continue to receive the Employer contribution toward the six (6)-months of employer-paid insurance for the duration of the six (6) months.

However, notwithstanding the paragraph above, in the event the employee successfully claims another state job in any agency and classification which is insurance eligible without a break in service, and is subsequently non-certified or involuntarily separated, the six (6) month duration for the Employer contribution toward insurance benefits will begin at the time the employee is non-certified or otherwise involuntarily separated and is no longer actively employed by the Employer.

In no event shall an extended benefit eligibility period be longer than a total of six (6) months. Further, an employee must be receiving an Employer Contribution under Section 3 (A) or (B) at the time of layoff in order to be eligible for the six (6) months continuation of insurance.

**Article 20 – Insurance** – Section 4 - Amount of Employer Contribution is amended by requiring a 5% co- premium for employee health insurance coverage beginning on January 1, 2015 and updates date references. The 15% co-premium for dependent health insurance coverage continues through this proposed contract.

**Section 4. Amount of Employer Contribution.** For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, ~~2012~~ 2014. The Employer Contribution amounts and rules in effect on June 30, ~~2011~~ 2013 will continue through December 31, ~~2011~~ 2013.

**A. Contribution Formula - Health Coverage.**

1. **Employee Coverage.** For plan year beginning on January 1, 2014, Ffor employee health coverage, the Employer contributes an amount equal to one hundred (100%) percent of the employee-only premium of the Minnesota Advantage Health Plan (Advantage). Beginning on January 1, 2015, for employee health coverage, the Employer contributes an amount equal to ninety-five (95%) of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage for the ~~2012~~ 2014 and ~~2013~~ 2015 plan years, the Employer contributes an amount equal to eighty-five (85%) percent of the dependent premium of Advantage.

**B. Contribution Formula - Dental Coverage.**

1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of ninety (90%) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee. However, for calendar years beginning January 1, ~~2012~~ 2014, and January 1, ~~2013~~ 2015, the minimum employee contribution shall be five dollars (\$5.00) per month.

**Article 20 – Insurance** – Section 6 - All Section 6 dates will be updated to reflect the 2014 and 2015 plan years. All out of pocket charges contained within Section 6 **will remain at the current (2013) levels in 2014 and 2015.** See the current contract for the 2013 out of pocket charges. Section 6 will be modified accordingly.

**Article 20 – Insurance** – Modify Section 6, paragraph A, subsection 6, Post Retirement Health Care Benefit, to clarify current practices and to ensure consistency with state and federal law.

6. **Post Retirement Health Care Benefit.** Employees who ~~retire separate on or after January 1, 2008 from State service and who, at the time of separation are insurance eligible and entitled to immediately receive an annuity under a State retirement program,~~ shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan, ~~if at the time of retirement the employee is entitled to an annuity under a State retirement program.~~ Employees who have a HCSP waiver on file shall receive a two hundred fifty dollars (\$250) cash payment. An employee who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Employees are eligible for this benefit only once.

**Article 20 – Insurance** – Section 7 - Optional Coverages, paragraph A, subparagraph 2, subsection c, is amended by increasing the annual maximum dental coverage from \$1,000 to

\$1,500. The change will go into effect on January 1, 2014. Dates will be updated accordingly in the contract. Dental co-payments will remain at the 2013 levels in 2014 and 2015.

- a. **Annual maximums.** State Dental Plan coverage is subject to a ~~one thousand dollar (\$1,000)~~ one thousand five hundred dollar (\$1,500) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

**New \*\* Article 20 – On-Line Clinics** - Language will be included regarding online clinics. This proposed contract will include a new program for online clinics. Online clinics are an efficient, innovative tool to give members and their families the ability to have a consultation with their health care provider via email or Skype without having to leave their home. Diagnosis can be made quickly, and you can be prescribed medication resulting from the online meeting. The goal is to provide quality care while also cutting down on trips to the emergency room or urgent care clinic.

**New\*\* Article 20 - Diabetes** - The employee diabetes Medication Therapy Management pilot program will be expanded to include covered adult children and spouses of SEGIP members who have a diabetes diagnosis. This comprehensive program addresses medication therapy management, medication adherence and lifestyle change. Since diabetes requires ongoing maintenance, research has shown that you achieve better results for diabetics if you support them through lowered or no cost supplies, Medication Therapy Management and lifestyle programing. The expanded program allows adult children and spouses with diabetes to have an opportunity to work with their physicians and specially- trained pharmacists to best manage their medication, and improve their health. It is anticipated that the process to expand the program will begin sometime in 2014.

**Article 21 – Transfers Between Departments – NO CHANGES**

**Article 22 – Health and Job Safety – NO CHANGES**

**Article 23 – Housing – NO CHANGES**

**Article 24 – Wages** – This article is amended by adding a new Section 2 titled “Conversions” and renumbering and amending prior Sections 2 and 3 to reflect a 3% salary increase adjustment on both July 1, 2013 and July 1, 2014. Article 24 section numbers following new Section 2 will be modified to reflect the addition of new Section 2.

**Section 2. Conversion.** Effective July 1, 2013, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix F-1, except as set forth below.

Employees who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new salary range.

In the event the July 1, 2013, maximum rate set forth in Appendix F-1 is equal to or less than the employee's current salary, no adjustment shall be made, but employees assigned

to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of December 31, 2013.

**Section 23. First Year Wage Adjustment.** ~~Effective July 1, 2011 2013, all salary ranges and rates shall remain in effect on June 30, 2011 for classes covered in this Agreement shall remain the same as those in effect on June 30, 2011 be increased by three percent (3.0%), rounded to the nearest cent. These salary ranges and rates shall remain in effect from July 1, 2011 through January 1, 2013.~~ 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 34. Second Year Wage Adjustment.** ~~Effective January 2, 2013 July 1, 2014,~~ all salary ranges and rates for classes shall be increased by ~~two~~ three percent (~~2.0~~ 3.0%), rounded to the nearest cent. Salary increases provided by this Section shall be given to all employees, including those employees whose rates of pay exceed the maximum rate for their class. The compensation grids for classes covered by this Agreement are contained in Appendix E-2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

**Article 24 – Wages** – Section 11 is amended to reflect the IRS reduction in the allowable maximum amount that employees may contribute into a medical/dental expense account which has been reduced from \$5,000 to \$2,500.

**Section 11 12. Medical/Dental Expense Account.** The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co- payments, deductibles and other medical and dental expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation up to ~~a maximum of five thousand dollars (\$5,000.00) per calendar year~~ the maximum amount of salary reduction contributions allowed per calendar year under Section 125 of the Internal Revenue Code or other applicable federal law.

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

**Article 26 – Work Uniforms** – NO CHANGES

**Article 27 – Hours of Work and Overtime** – Section 1, Paragraph E is modified to give employees returning from military duty leave the option to work part time for up to three months as a phase-in period. The intent is to provide these employees an opportunity to readjust with their families upon returning from military leave.

**E. Part-Time Employment.** 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. 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.

**Article 28 – Work Rules – NO CHANGES**

**Article 29 – Voluntary Reduction in Hours – NO CHANGES**

**Article 30 – Bargaining Unit Eligible Work Trainees – NO CHANGES**

**Article 31 – Americans with Disabilities Act – NO CHANGES**

**Article 32 – Labor Management Committee/Meet and Confer Committee – NO CHANGES**, however see June 25, 2013, letter on labor management committee topics.

**Article 33 – Savings Clause – NO CHANGES**

**Article 34 – Duration –** The dates will be modified to reflect the new contract term of July 1, 2013, through June 30, 2015. Signatures will also be updated.

**Appendix A – Vacation – NO CHANGES**

**Appendix B – Holidays – NO CHANGES**

**Appendix C - Sick Leave – NO CHANGES**

**Appendix D – Seniority Units – Update as follows:**

1 APPENDIX D

2 SENIORITY UNITS

3  
4 Below is a list of seniority units for Unit #214, Professional Employees, as of the effective date of  
5 this Agreement.

<u>State Agency</u>	<u>Seniority Unit</u>
Abstractors Board of Examiners	Statewide
Accountancy Board	Statewide
Administration	Statewide
Agriculture	Statewide
Amateur Sports Commission	Statewide
Animal Health Board	Statewide
Architecture, Engineering Land Surveying and Landscape Architecture Board	Statewide
Arts Board	Statewide
Asian Pacific Minnesotans, Council on	Statewide
Attorney General	Statewide
Auditor	Statewide
Barber and Cosmetologist Examiners Board	Statewide
Campaign Finance & Public Disclosure Board	Statewide
Capitol Area Architectural and Planning Board	Statewide
Chicano/Latino People's Affairs Council	Statewide
Chiropractic Examiners Board	Statewide
Commerce	Statewide

State Agency

Seniority Unit

Corrections	- (MCF-Togo; MCF-Willow River/Moose Lake, MCF-Faribault, MCF-Shakopee, MCF-Lino Lakes, MCF-Red Wing, MCF-St. Cloud, MCF-Stillwater, MCF-Oak Park Heights, MCF-Rush City) - Central Office and Community Services
Council on Black Minnesotans	Statewide
Crime Victims Ombudsman, Office of	Statewide
Dentistry Board	Statewide
Disability, Council on	Statewide
Education	- Central Office and Faribault Resource Center
Emergency Medical Services Regulatory Board	Statewide
Employment and Economic Development	Statewide
Explore Minnesota Tourism	Statewide
Gambling Control Board	Statewide
Health	Statewide
Higher Education Facilities Authority	Statewide
Housing Finance Agency	Statewide
Human Rights	Statewide
Human Services	- Central Office  - State Operated Services (SOS) Excluding Forensics - Minnesota Sex Offender Program (MSOP)/Forensics
Indian Affairs Council	Statewide



<u>State Agency</u>	<u>Seniority Unit</u>
Investment Board	Statewide
Iron Range Resources	Statewide
Labor and Industry	Statewide
Marriage and Family Therapy, Board of	Statewide
Medical Practice, Board of	Statewide
Military Affairs	Statewide
Minnesota Management & Budget	Statewide
Minnesota Office of Higher Education	Statewide
Minnesota Public Facilities Authority (PFA)	Statewide
Minnesota Science and Technology Authority	Statewide
Minnesota State Academies	Statewide
Minnesota State College and University Units (MnSCU)	<ul style="list-style-type: none"> <li>- Alexandria Technical &amp; Community College</li> <li>- Anoka Technical College</li> <li>- Anoka-Ramsey Community College (Coon Rapids/Cambridge Campuses)</li> <li>- Bemidji State University (aligned with Northwest Technical College)</li> <li>- Central Lakes College (Brainerd/Staples Campuses)</li> <li>- Century College</li> <li>- Dakota County Technical College</li> <li>- Fond du Lac Tribal and Community College</li> <li>- Hennepin Technical College (Brooklyn Park, Eden Prairie, and Plymouth Campuses)</li> </ul>

State Agency

Seniority Unit

- Hibbing Community College - (including Paulucci Space Theatre)
- Inver Hills Community College
- Itasca Community College
- Lake Superior College
- Mesabi Range Community and Technical College
- Metropolitan State University (Brooklyn Park, Midway, Minneapolis, and Saint Paul)
- Minneapolis Community and Technical College
- Minnesota State College - Southeast Technical - Red Wing
- Minnesota State College - Southeast Technical - Winona
- Minnesota State Community and Technical College – Detroit Lakes
- Minnesota State Community and Technical College – Fergus Falls
- Minnesota State Community and Technical College – Moorhead
- Minnesota State Community and Technical College – Wadena (including Perham Administrative Office)

State Agency

Seniority Unit

- Minnesota State University, Mankato
- Minnesota State University, Moorhead
- Minnesota West Community and Technical College - Canby (including Marshall)
- Minnesota West Community and Technical College - Granite Falls (including Redwood Falls)
- Minnesota West Community and Technical College - Jackson (including Fairmont)
- Minnesota West Community and Technical College - Pipestone (including Luverne)
- Minnesota West Community and Technical College - Worthington
- Normandale Community College
- North Hennepin Community College
- Northland Community and Technical College – East Grand Forks
- Northland Community and Technical College – Thief River Falls
- Northwest Technical College - Bemidji
- Northwest Technical College - Perham
- ~~Office of the Chancellor~~
- Pine Technical College
- Rainy River Community College
- Ridgewater College - Hutchinson
- Ridgewater College - Willmar

State Agency

Seniority Unit

	- Riverland Community College, (including Adams, Albert Lea, Austin, Kenyon, LeRoy, and Owatonna, Plainview, Red Wing, Spring Valley, and St. Charles)
	- Rochester Community and Technical College
	- St. Cloud State University
	- St. Cloud Technical <u>and Community</u> College
	- St. Paul College
	- South Central College - Faribault campus
	- South Central College - North Mankato/Mankato
	- Southwest Minnesota State University
	- <u>System Office</u>
	- Vermilion Community College
	- Winona State University
Minnesota State Lottery	Statewide
Minnesota State Retirement System	Statewide
<u>MN.IT Services</u>	<u>Statewide</u>
<u>MnSure</u>	<u>Statewide</u>
Natural Resources	Statewide
Nursing Board	Statewide
Nursing Home Administrators	Statewide
Office of Enterprise Technology	Statewide
Ombudsman for Mental Health and Developmental Disabilities	Statewide
Optometry Board	Statewide

<u>State Agency</u>	<u>Seniority Unit</u>
Perpich Center for Arts Education	Statewide
Pharmacy Board	Statewide
Physical Therapy, State Board of	Statewide
Podiatry Board	Statewide
Pollution Control Agency	Statewide
Psychology Board	Statewide
Public Employees Retirement Association	Statewide
Public Safety (including Minnesota Board of Firefighter Training and Education and Private Detective Board)	Statewide
Public Utilities Commission	Statewide
Racing Commission	Statewide
Revenue	Statewide
Secretary of State	Statewide
Sentencing Guidelines Commission	Statewide
Social Work Board	Statewide
Soil & Water Resources Board	Statewide
Tax Court	Statewide
Teachers Retirement Association	Statewide
Teaching, Board of	Statewide
Transportation	Statewide

State Agency

Seniority Unit

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

Veterinary Medicine Board

Statewide

Workers Compensation Court of Appeals, Office  
of

Statewide

Zoological Gardens

Statewide

- 1 The Employer and the Association agree that the above-listed seniority units may be added to,
- 2 subtracted from, merged, or eliminated.

3

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

**Appendix E-2 – Compensation Grids 14B, 14F, and 14G (year 2 of the contract)** are amended to reflect the new salary increases in Article 24.

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

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

**2013-15 MAPE grids and classes posted here on the MAPE website:**  
[www.mape.org/sites/default/files/201315MAPEGridsandClasses.pdf](http://www.mape.org/sites/default/files/201315MAPEGridsandClasses.pdf)

**Appendix G – Supplemental Agreements** (Only the supplemental agreements with changes are noted here. All other supplemental agreements remain unchanged.)

**A. DEPARTMENT OF AGRICULTURE**

**TELEPHONE REIMBURSEMENT.** The parties agree to supplement and/or modify Article 18, Section 7, Expense Allowances, of the Master Agreement as follows:

The Appointing Authority may provide employees in the Agronomy and Pesticide and Fertilizer Management Division, Plant Protection Services Division and the Dairy and Food Inspection Division who are assigned to their residence as their office or work station with the following:

- a. The Employer may, providing funds are available, reimburse "field staff" employees for basic monthly residence telephone bill (touch tone rate) not to exceed twenty dollars (\$20.00) per month for employees of the Agronomy and Pesticide and Fertilizer Management Division, Plant Protection Services Division and the Dairy and Food Inspection Division who work out of their home and where the employee is required in writing by the Employer to maintain an office for state business in their residence.
- b. The Employer may, providing funds are available, pay for an employee's monthly measured business line (second telephone line - touch tone rate) including the installation fee.

**G. DEPARTMENT OF HEALTH**

**CALL-IN, CALL-BACK, ON-CALL.** Article 25, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

The providing of information by telephone will not be considered as a call-back.

**Article 25, Section 2** of the Master Agreement shall be supplemented and/or modified as follows:

An employee who volunteers to be on-call shall be considered to be on-call when the employee's name has been posted for duty by the supervisor during an off duty period to respond to public health or other emergencies and the employee is required to wear a paging device. An employee who is scheduled for on-call status is not required to remain at a fixed location but must stay within the area of the paging device.

An employee of the Department of Health who is on-call as defined above shall be compensated at a flat base rate of ~~one hundred and fifty dollars (\$150)~~ two hundred dollars (\$200) per week of assigned on-call duty.

In addition, employees will be paid the following amounts per week based on the calls received and responded to during non-work hours:

Exempt Employees: fifteen dollars (\$15) for thirty (30) minute calls, up to three hundred dollars (\$300) per week;

Non-exempt Employees: fifteen dollars (\$15) for thirty (30) minute calls up, to three hundred dollars (\$300) per week, if actual work time is de minimis in accordance with the Fair Labor Standards Act (FLSA). If time worked is more than de minimis, the actual time worked will be recorded and paid at the employee's hourly rate.

~~Employees will be paid ten dollars (\$10.00) for each thirty (30) minutes (one half (1/2) hour) or fraction thereof for time spent responding to calls received to a maximum of one hundred and thirty dollars (\$130) per week over the base rate.~~

Assignments made for on-call work under this provision shall be for at least one (1) full calendar week at a time.

**M. MINNESOTA STATE COLLEGES AND UNIVERSITIES (MNSCU)**

**i. UNCLASSIFIED EMPLOYEES AS PER MS 43A.08, Subd. 1 (9) (excluding Customized Training Representatives).** Article 8, Discipline and Discharge; Article 9, Grievance Procedure; Article 16, Vacancies, Filling of Positions; and Article 17, Layoff and Recall; shall be supplemented and/or modified as follows:

- A. Employees who have more than one year of continuous employment (without a break in service) in a single MnSCU Academic Professional position in the series (a position in the same class/option and same seniority unit) that is a minimum of fifty percent (50%) of a full-time equivalent position in state service shall:
1. be eligible for all rights under Article 8, Discipline and Discharge, including "just cause" and access to the arbitration level of the grievance procedure;
  2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force or if he/she meets any of the other



eligibility provisions of Article 13, Severance, of the Master Agreement;

3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force;
  4. be given, at minimum, forty-five (45) calendar days' notice prior to their last day of work due to an involuntary separation due to a reduction in force; and
  5. upon involuntary separation due to reduction in force, have the right to express interest for any MAPE unclassified vacancies posted within MNSCU for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority's Human Resource Director prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.
- B. Unclassified employees who change class or class option, or who move to another MnSCU Appointing Authority, shall be subject to a mandatory six (6) month period of service without the provisions of I.A. ~~and B~~ above. However, by prior written notice from the Appointing Authority, the mandatory period of service may be eliminated or set at any length of time from zero (0) to twelve (12) months. An employee who does not successfully complete the mandatory period of service shall have the following options:
1. Return to the former position if vacant or occupied by a temporary unclassified employee and if agreed to by the Appointing Authority.
  2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.

If the employee is not reappointed under options 1 or 2, the employee's employment may be terminated.

- ii. **CUSTOMIZED TRAINING REPRESENTATIVES** – Section A, number 3 is amended to include the title of the procedure.

A. **WAGES**. Article 24, Wages of the Master Agreement shall be modified as follows:

3. Employees shall be eligible for annual progression increases and incentive bonuses in accordance with the current MnSCU Human Resources Guideline and Interpretation Human Resources Guideline & Interpretation procedure #CMP005 Customized Training Representative Compensation. No progression increase shall be less than three and one-half percent (3 1/2%). Bonus or incentive programs may be instituted at the discretion of the Appointing Authority. Bonuses, when added to the base pay, may cause the total

compensation to exceed the salary range.

iii. **SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS** is amended to reflect a \$100 allowable increase in the deducted supplemental retirement account money.

A. Pursuant to ~~Minn. Stat. Minnesota Statutes~~ Minnesota Statutes Sections 354C.11, 354C.12, and 356.24, and beginning on July, 2007, the Employer shall deduct for eligible employees an amount equal to five percent (5%) of the annual salary for each eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to one thousand and six seven hundred dollars (\$1,7600) to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. ~~Beginning on July 1, 2008, the Employer shall deduct for eligible employees an amount equal to five percent (5%) of the annual salary for each eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to one thousand and seven hundred dollars (\$1,700) to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCR) fund.~~ The employer shall make a contribution in an amount equal to the deductions made from the employee's salary. Deductions shall begin in the fiscal year following the employee's eligibility as outlined in Section III B. below.

*Note: The following language was deleted in agreement with the understanding that there are no longer any co-located MnSCU locations. MnSCU no longer plans to use co-location as a model, using instead "Shared Services"*

~~VIII. **MNSCU EMPLOYEES AFFECTED BY CO-LOCATION UNDER A BOARD APPROVED PLAN.** This section shall continue in effect unless either party provides (30) days advance notice, in writing, of their intent to discontinue this section.~~

~~A. **CLASSIFIED EMPLOYEES.** Article 6, Employee Rights; Article 13, Severance; Article 16, Vacancy and Filling of Positions; and Article 17, Layoff and Recall shall be supplemented and/or modified as follows. (These provisions are only available to permanent, non-probationary employees):~~

~~1. **Vacancy protection.** Vacancies at institutions going through reorganization due to co-location shall not be subject to the "claiming" provisions of Article 16, Vacancy and Filling of Positions of the Master Agreement; nor shall they be subject to filling through recall lists (other than seniority unit layoff lists) in Article 17, Layoff and Recall, of the Master Agreement. The Association and the Appointing Authority may mutually agree to restore the provisions of the above mentioned Master Agreement if a determination is made that employees within the seniority unit are not eligible/or available.~~

~~2. **Separation options.** Employees may select one of these options. (Employees who select an enhanced option must separate completely from their employment):~~

- ~~f. A one time severance payment based on five percent (5%) of the employee's salary base or wage or \$1,250.00 multiplied by the number of years of service, whichever is greater. In no event shall the amount exceed \$7,500; or~~
- ~~g. Tuition, fees, books, travel expenses, career guidance and related expenses at a public institution of post-secondary education up to the amount of the severance payment specified in a. above; or~~
- ~~h. Normal severance as per the Master Agreement.~~

~~**3. Training:**~~

- ~~i. Application of Minn. Stat. 43A.04 Subd. 9, for a vacancy in MnSCU.~~
- ~~j. Job and Training opportunities as per Article 17, Section 2 of the Master Agreement.~~

~~**4. Layoff Provisions:**~~

- ~~k. Length of required notice as specified by the Master Agreement.~~
- ~~l. Claiming per the Master Agreement with MnSCU discretion to extend if mutually agreeable.~~
- ~~m. Employees who were considered full time under a Technical College contract but worked less than 40 hours a week, shall be treated as full time if they are laid off. Such employees shall not have their hours of work reduced below thirty two (32) hours per week except through layoff.~~
- ~~n. Other contractually provided layoff provisions including layoff mitigation as per Article 17, Section 2.~~
- ~~o. Seniority for employees of the Community Colleges and the State Universities that co-locate with a Technical College shall be calculated based on the Technical College seniority provision above for purposes of layoffs.~~

~~**B. UNCLASSIFIED EMPLOYEES (Minn. Stat. 43A.08, Subd. 1 (9))** These provisions are available only to employees who have (3) or more years of continuous employment (without a break in service) in a single position (a position in the same class/option and same seniority unit) that is a minimum fifty percent (50%) of a full-time equivalent position in state service. Article 6, Employee Rights; Article 13, Severance; Article 16, Vacancy and Filling of Positions; and Article 17, Layoff and Recall shall be supplemented and/or modified as follows:~~

- ~~**1. Separation Options** Employees may select one of these options. (Employees selecting an enhanced option due to job loss must separate completely from their~~

employment):

- ~~p. A one-time severance payment based on five percent (5%) of the employee's salary base or wage or \$1,200.00 multiplied by the number of years of service, whichever is greater. In no event shall the amount exceed \$7,500.00; or~~
- ~~q. Tuition, fees, books, travel expenses, career guidance and related expenses at a public institution of post-secondary education up to the amount of the severance payment specified in a. above; or~~
- ~~r. Normal severance as per the Master Agreement.~~

~~2. **Training**~~

- ~~s. Application of Minn. Stat. 43A.04 Subd. 9, for a vacancy in MnSCU.~~
- ~~t. Job and Training opportunities as per Article 17, Section 2, of the Master Agreement.~~

**Section IX – Vacation**, will be renumbered to VIII.

**Section X – Holidays**, will be renumbered to IX.

**Section XI – Seasonal Memorandum of Understanding**, will be renumbered as X.

**Section XII – Staff Development Joint Task Force**, will be renumbered XI.

**Section XIII – Grievance Procedure**, will be renumbered to XII.



OFFICE OF THE CHANCELLOR

WELLS FARGO PLACE  
30 7TH ST. E., SUITE 350  
ST. PAUL, MN 55101-7804

ph 651.201.1800  
fx 651.297.5550  
www.mnscu.edu

March 5, 2012

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

RE: Meet and Confer – Shared Services

Dear Kelly,

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

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

Sincerely,

Jeffrey O. Wade /s/  
System Director for Labor Relations  
System Office

Minnesota Department of Natural Resources  
500 Lafayette Road • St. Paul, MN • 55155-40



June 21, 2013

Kelly Ahern  
Minnesota Association of Professional Employees  
3460 Lexington Ave. N  
Shoreview, MN 55126

Dear Kelly:

This is to confirm the commitment made during negotiation of the 2013 – 2015 Supplemental Agreement between the Minnesota Department of Natural Resources and MAPE that the Appointing Authority shall review and update DNR's Operational Order #93 – Overtime Reimbursement for Wildfire Suppression. The review will include, but is not limited to, a review of the task lists included in the Operational Order as well as compliance with the federal Fair Labor Standards Act. The DNR is committed to completing this review and update by April 1, 2014.

Sincerely,

A handwritten signature in cursive script that reads 'Denise F. Legato'.

Denise F. Legato  
Director of Human Resources

Cc: Forrest Boe, Forestry Division Director  
Craig Schmid, Forestry Assistant Division Director  
Steve Simmer, Forestry Fire Administrative Supervisor  
Olin Phillips, Forestry Section Manager  
Lisa Hager, Human Resources Operations Supervisor  
Jed Becher, MAPE  
Jim Wilson, MAPE  
Bob Quady, MAPE  
Pat Wherley, MAPE  
Carolyn Trevis, MMB



A. **MINNESOTA STATE ACADEMIES**

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

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

Any waiver of recall by an employee is not to be considered a refusal to return to work and shall not be considered to be a break in continuous service. This Section does not, in any way, constitute a forfeiture of the Appointing Authority's right to recall laid off employees, whenever necessary, to carry out the functions and needs of the summer school programs. Notification of intent to return to work may be made in writing and hand delivered, provided that a written receipt of such notification is given.

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

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

**INTERPRETERS**

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

**Classification Seniority Bid for Interpreters hired on the same day: Interpreters shall first be delineated into 2 groups; certified and non-certified. Certified Interpreters shall use the date of certification to determine ranking. If at this time ties are still present, the order of seniority shall be drawn by lot. In the case of non-certified Interpreters, they shall be ranked based on years of experience in the Interpreter field. If at this time ties are still present, the order of seniority shall be drawn by lot.**

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

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

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

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

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

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

**CALL BACK DATE**

**Within ten days of formal approval of the upcoming school calendar, Management shall provide, in writing, all Interpreters with their August return date.**

**SUMMER COVERAGE**

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

**PROFESSIONAL DEVELOPMENT**

**During the academic year, Interpreters will receive 25 hours of professional development time which generally coincides with ISD 656's early release days plus one eight hour workday specifically dedicated to the professional needs of interpreters.**

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

**Appendix H – Prohibition on Sexual Harassment – NO CHANGES**

**Appendix I – Affirmative Action Committee – NO CHANGES**

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

**Appendix K – Statewide Policy on FMLA – Amend to include updated FMLA policy which reflect recent changes to federal law. The new FMLA policy is posted here on the MAPE website: [www.mape.org/sites/default/files/1409FMLA-Final.pdf](http://www.mape.org/sites/default/files/1409FMLA-Final.pdf)**

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


**Appendix M – Statutory Leaves – NO CHANGES**

**Letters:**



DATE: June 25, 2013

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

FROM: Carolyn J. Trevis   
Acting Assistant Commissioner/State Negotiator

RE: Expansion of Sick Leave Benefits

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

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

The new law expands prior law that allowed for the use of sick leave for the illness or injury of an employee's "child" (including stepchild and biological, adopted and foster child). Along with the expansion to include additional family members, this law does not require that these persons live in the employee's household.

An employer may limit the use of personal sick leave for the illness or injury of the employee's: adult child; spouse not living in household; brother or sister; parent or stepparent not living in household; or grandparent to a cap of 160 hours in any 12-month period.

The new law is an expansion of what is currently found in the sick leave article of the labor contracts and Plans. You are to apply the expanded provisions of the law, as well as the sick leave provisions of the applicable contract/Plan.

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

**MAPE**  
MINNESOTA ASSOCIATION  
OF PROFESSIONAL EMPLOYEES

June 25, 2013

Ms. Carolyn Trevis  
Acting Assistant Commissioner/State Negotiator  
Labor Relations Division  
Minnesota Management and Budget  
400 Centennial Office Building  
658 Cedar Street  
Saint Paul, MN 55155

Dear Ms. Trevis,

As part of the 2013-15 contract negotiations with MAPE, the parties discussed and agreed to refer three specific additional topics to the Article 32 Labor Management Committee. These topics include:

1. Good government practices (in reference to the Governor's "unsession" initiative);
2. Generational transition (planning around the impact of the high number of retirements expected within the next several years); and
3. Streamlining the vacancy filling process.

It is understood that with items 1 and 2, joint subcommittees will be formed in those agencies wishing to participate in comprehensive labor-management discussions. The Governor's team will provide MAPE with a list of these agencies by October 1, 2013, or upon ratification of the contract.

It is further understood that the parties will participate in joint labor and management training as arranged and provided for by the Bureau of Mediation Services. This training will be completed prior to January 1, 2014.

The committee and subcommittees will begin their work no later than January 1, 2014.

Sincerely,



Dan Holub  
MAPE Executive Director



July 9, 2013

Dan Holub, Executive Director  
MN Association of Professional Employees  
3460 Lexington Avenue North  
Shoreview, MN 55126

RE: Veterans' Rights and Military Leave

Dear Dan:

I am writing to follow up on our discussions at the 2013-2015 round of negotiations that concluded on June 28, 2013.

The Employer agreed to convene a meeting of individuals from the Governor's Office, MMB, Veterans' Affairs, MAPE, and possibly other state or federal agencies to discuss issues and concerns relating to veterans' rights and military leave. As part of this, MAPE agreed to identify specific concerns or "gaps" in the current efforts of the employer to meet its statutory or other obligations. We also agreed to have further discussions about the options available to eligible veterans under the Veterans Preference Act, Minn. Stat. Sections 197.455 and 197.46. The timing of this meeting will be worked out between the Employer and the Association.

Please contact me if you have questions.

Sincerely,



Carolyn J. Trevis  
Acting Assistant Commissioner/State Negotiator  
Labor Relations Division  
(651) 259-3758

cc: Ann O'Brien, MMB