



January 16, 2026

**MAPE reserves the right to add to, modify, or withdraw any of its proposals as needed.**

Employer Proposal 1: TA on 1/16/26

**MAPE response to Employer Proposal 2:**

- We received the information and are reviewing it.

**MAPE response to Employer Proposal 3:**

- Tabling until the end.

Employer Proposal 4: TA on 11/14/25

**MAPE counters Employer Proposal 5:**

**ARTICLE \_\_  
PROBATIONARY PERIOD**

All new employees shall be considered probationary employees for the first ~~twelve (12) months~~ **one-hundred twenty (120) days** of ~~their~~ **active** employment. This probationary period may be extended at MAC's discretion by any period of leave or vacation time taken by the employee. MAC shall be the sole judge of performance during the probationary period and the Union recognizes MAC's right to discipline or terminate an employee any time during the probationary period with or without cause and at its sole discretion. Further, the discipline or termination of an employee during the probationary period shall not be subject to the grievance or arbitration procedure of this Agreement nor to requests for information by the Union concerning the reasons or circumstances with respect to discipline or termination of an employee during the probationary period or matters directly or indirectly related thereto.

Probationary employees shall have no seniority including seniority among other probationary employees. An employee who successfully completes the probationary period shall then begin to accrue seniority and that seniority shall be computed from the first date employed in MAC's facility.

**MAPE counters Employer Proposal 6:**

**ARTICLE \_\_\_\_  
LEAVES OF ABSENCE**

Bargaining unit employees are eligible for leaves of absence consistent with MAC's Leave of Absence policies, as such policies may be amended from time to time at MAC's sole discretion, **provided the Employer first notify the Association's designee, meet upon request, and reach mutual agreement prior to implementation.**

MAC will provide eligible bargaining-unit employees with any leave required by federal, state, and local law, including, but not limited to, the Minnesota Pregnancy and Parental Leave Act, parental school leave, military leave, and unpaid medical leave. Any leaves will run concurrently to the greatest extent possible.

Effective January 2026, ~~or as soon thereafter as the Minnesota Paid Family and Medical Leave law (MN-PFML) becomes effective,~~ eligible employees covered by ~~MN-PFML~~ **Minnesota Paid Leave (MPL)** will be granted paid leave consistent with the requirements of the law and consistent with MAC's policies.

Effective January 1, 2026, ~~(or as soon thereafter as the law goes into effect)~~ MAC will pay fifty percent (50%) of the premiums required by Minnesota Statute § 268B.14, subd. 3 and employees will pay fifty percent (50%) of the premiums through payroll deduction from their wages to the extent that any such premiums are payable due to work performed in Minnesota, pursuant to Minnesota law.

**The Employer shall allow employees to supplement MPL with accrued paid leave in accordance with the law.**

All leaves, whether paid or unpaid, and whether covered by FMLA, ~~MN-PFML~~ **MPL**, or as provided in this Agreement, will run concurrently to the extent permitted by law.

**All employees will continue to receive 12 weeks of paid parental leave at full pay.**

Employer Proposal 7: TA on 12/19/25

Employer Proposal 8: TA on 11/14/25

Employer Proposal 9: TA on 10/29/25

**MAPE response to Employer Proposal 10:**

- Tabling until the end.

**MAPE response to Employer Proposal 11:**

- Holding to counter proposed on 12/19/25 at 3:10pm.

**MAPE counters Employer Proposal 12:**

**Article \_  
GRIEVANCE PROCEDURE**

Section 1. **Definition of a grievance.** Any dispute relating to the interpretation of or adherence to the written terms of this Agreement shall be defined as a grievance and handled as follows.

Section 2. **Steps in procedure.**

Step 1. The employee (with or without a union steward present) will informally discuss the grievance with the applicable supervisor, manager, or director. **Failure to informally discuss the grievance before proceeding to Step 2 shall not constitute a violation of the procedure as set forth.**

Step 2. If the grievance is not resolved in Step 1, 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 remedy sought, and shall be submitted to the Human Resources Department within **twenty-one fourteen (2114)** calendar days following the date of occurrence **or reasonable knowledge of such occurrence**. A grievance relating to pay shall be timely if received by the Employer within **twenty-one fourteen (2114)** calendar days after the pay day for the period during which the grievance occurred **or reasonable knowledge of such occurrence**.

Within fourteen (14) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. The time for said meeting may be extended by mutual agreement. Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall send the Union a written response to such meeting.

Step 3. If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer within fourteen (14) calendar days following the Union's receipt of the Employer's Step 2 answer.

Section 3. **Arbitrator selection.** A representative of the Employer and a representative of the Union shall attempt to agree on a neutral arbitrator. In the absence of agreement,

the parties shall request a list of nine (9) neutral arbitrators to be furnished by the Federal Mediation and Conciliation Service (FMCS) or the Bureau of Mediation Services (BMS). The party ~~demanding arbitration shall~~ **ies shall use a coin toss to determine who shall** strike first. The parties shall then alternately strike one name until eight names have been eliminated, and the one person whose name remains shall be the selected arbitrator.

Section 4. **Arbitration.** The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement, and the arbitrator shall have no authority to add to, subtract from, ignore or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Employer, and the individual employee filing the grievance. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

Section 5. **Time limits.** The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

Section 6. **Grievance mediation.** If the grievance is not resolved as part of Step 2, mediation under the auspices of FMCS or BMS may be requested by either party, but mediation is not required of either party. A request for mediation shall not alter the deadline for making a timely demand for arbitration. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be used in the arbitration process.

**MAPE response to Employer Proposal 13:**

- Holding to Union Proposal 10, as modified on 12/19/25.

**MAPE response to Employer Proposal 14:**

- Holding to Union Proposal 11, as originally proposed on 11/14/25.

**MAPE response to Employer Proposal 15:**

- Holding to Union Proposal 12, as modified on 12/19/25.

**MAPE response to Employer Proposal 16:**

- Holding to Union Proposal 13, as proposed on 12/19/25.

**MAPE response to Employer Proposal 17:**

- Holding to Union Proposal 17, as proposed on 12/19/25.

**MAPE counters Employer Proposal 18:**

**ARTICLE \_**  
**HOURS AND SCHEDULING**

Section 1. Hours. The number of hours worked in a week or pay period will be dependent upon the employee's established FTE.

Section 2. Breaks. A non-exempt employee shall be entitled to one (1) paid fifteen (15) minute rest break for each four (4) hours on duty. In addition, they will be given one (1) thirty (30) minute unpaid meal break for each scheduled shift of at least eight (8) hours. This meal break may extend the scheduled shift by one-half (½) hour. An employee must receive supervisory approval to forgo the 30-minute unpaid meal break. If approved, the scheduled shift end time will remain the same unless the employee receives supervisory approval to leave early. No breaks shall be taken consecutively without supervisory approval.

~~**Section 3. Overtime. Employees may occasionally be asked or required to work more than their scheduled FTE or shift.**~~

~~**A non-exempt employee shall be paid time and one-half (1½) for hours worked in excess of forty (40) hours per week.**~~

**Section 3. Balancing Hours. It is recognized that exempt employees are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal workday and/or payroll period and/or on normal days off. In these instances, and with supervisory approval, employees may balance hours of work in subsequent workdays or payroll periods, provided such time management system does not result in overtime payment or guarantee hour for hour time off for extra hours worked. Exempt employees' requests to balance hours shall not be unreasonably denied. The timing and terms of future hours balancing will be agreed upon at the time the additional hours are worked.**

**Section 4. Campus-Wide Event Scheduling. Employees shall not be required or permitted to perform work without compensation. All work performed shall be recorded and compensated. Voluntary election of hours or duties related to campus-wide events shall be considered hours of work. Campus-wide events soliciting volunteers include but are not limited to:**

- Reunion
- Mac Fest
- Orientation
- Move-in Day
- Commencement

**Section 5. Workload Concerns. Upon request of the Association, the Employer shall meet and confer within thirty (30) calendar days of the request to discuss concerns that the employee(s) are unable to perform their job duties because of increased workload.**