

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE STATE OF MINNESOTA,
MINNESOTA DEPARTMENT OF NATURAL RESOURCES
AND
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES**

This Memorandum of Understanding (“MOU”) between the State of Minnesota, Minnesota Department of Natural Resources (“DNR”) (collectively “Employer”) and Minnesota Association of Professional Employees (hereinafter “Union”) is entered into on this 19 day of August 2022, in order to set forth the agreement of the parties.

WHEREAS, the 2021-2023 labor agreement between the Employer and the Union does not provide for rest and recuperation days;

WHEREAS, Minnesota Statutes § 16A.17, subdivision 8 provides that payment shall be made to employees only for hours worked except in limited circumstances, including paid leave provided for under the labor agreement; and

WHEREAS, the Union and the Employer wish to provide for paid leave, under the terms described below, for DNR employees following an out-of-state fire assignment that exceeds thirteen (13) days.

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree as follows, contingent upon approval of this MOU in accordance with Minn. Stat. § 3.855:

1. DNR employees returning from an out-of-state fire assignment of at least fourteen (14) days shall be eligible for a paid rest and recuperation day(s) (“R&R day”), provided that: (a) the R&R day(s) occurs on a regularly scheduled work day immediately following the out-of-state fire assignment, as documented by the fire assignment; and (b) the R&R day(s) is reimbursable by the fire assignment jurisdiction. Such R&R day(s) shall be consistent with DNR Fire Business Manual Guidelines, which provide one (1) day off for a fourteen (14) day assignment and two (2) days off for a twenty-one (21) day assignment; employees shall be eligible for no more than two (2) R&R days per out-of-state fire assignment.
2. The terms of this MOU shall not be construed to establish any precedent between the parties and may not be offered as evidence in any grievance or arbitration proceeding, except in a proceeding arising from claims brought under this MOU. The parties shall not ever assert or claim that this MOU is a precedent in any current or future personnel action or administrative procedure or litigation of any kind.
3. The terms of this MOU shall not be construed to place any limits on management rights, so long as such rights are not in conflict with a stated term of this MOU.
4. The parties agree that they have carefully read and fully understand the terms of and that they are voluntarily entering into this MOU.
5. The parties agree that this MOU constitutes the entire agreement between the parties on the matters discussed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.

Minnesota Association of Professional Employees

Dated this 16 day of August 2022



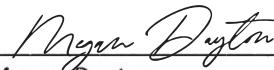
Dan Engelhart
Business Representative
MAPE

Dated this 16 day of August 2022



Leah Solo
Interim co-Executive Director
MAPE

Dated this 16th day of August 2022



Megan Dayton
MAPE President

FOR the Employer

Dated this _____ day of _____ 2022

**Denise F.
Legato**

Digitally signed by Denise F.
Legato
Date: 2022.08.19 09:01:21
-05'00'

Denise Legato
MN Department Natural Resources

Dated this 19th day of August 2022

Jennifer Claseman
Enterprise Labor Relations Director
Minnesota Management & Budget

Dated this _____ day of _____ 2022

Erin Campbell
Deputy Commissioner, Enterprise Employee Relations
Minnesota Management & Budget