

A. MINNESOTA STATE COLLEGES AND UNIVERSITIES (MINNESOTA STATE)

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, a termination of an appointment for reason(s) other than discharge 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 or termination of an appointment for reason(s) other than discharge;

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- 1           4. be given, at minimum, thirty-five (35) calendar days notice prior to their last day  
2           of work due to an involuntary separation due to a reduction in force;
- 3           5. be given a minimum of thirty-five (35) calendar days notice prior to their last day  
4           of work due to a termination of an appointment for reason(s) other than  
5           discharge. The termination of an appointment may not be used by the  
6           Appointing Authority to resolve issues with employee performance or alleged  
7           misconduct;
- 8           6. upon involuntary separation due to reduction in force or termination of an  
9           appointment for reason(s) other than discharge, have the right to express  
10          interest for any MAPE unclassified vacancies posted within Minnesota State for a  
11          minimum of six (6) months following the date of their involuntary separation.  
12          Employees shall notify the Appointing Authority that they are interested in a  
13          posted position by written notice to the Appointing Authority's Chief Human  
14          Resources Officer prior to the application deadline. If the employee meets the  
15          posted minimum qualifications of the position, as determined by the Appointing  
16          Authority, he/she shall be granted an interview. Non-selection shall not be  
17          grievable.
- 18          7. upon involuntary separation due to a reduction in force or termination of an  
19          appointment for reason(s) other than discharge, have their severance payment  
20          under Article 13, and their vacation payout under Article 10, liquidated in cash;  
21          and

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8. have copies of notices provided to employee under 1.A.4 or 1.A.5 above,  
provided to the Association by electronic mail or other mutually agreeable  
means.

B. Unclassified employees who change class or class option, or who move to another  
Minnesota State Appointing Authority, shall be subject to a mandatory six (6) month  
period of service without the provisions of I.A. 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 (hired under Minn ~~§ 43A.08, Subd. 2a~~ 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. Such termination is without recourse to the  
provisions outlined in Section M.I.A. of this supplemental agreement.

A. Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar  
days for informational purposes. No interest bidding is permitted on these

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1 unclassified positions. Employees shall notify the appointing authority that they are  
2 interested in the positions by written notice to the Appointing Authority's Chief  
3 Human Resources Officer prior to the application deadline. If the employee meets  
4 the posted minimum qualifications of the position, as determined by the Appointing  
5 Authority, he/she shall be granted an interview. Non-selection shall not be  
6 grievable. Any employee covered by this agreement who meets all the service  
7 criteria listed in Section M.I.A. shall be eligible for this provision.

8 B. **Unpaid Leaves of Absence** – Unclassified Employees. Leave may be granted to any  
9 unclassified employee, at the discretion of the Appointing Authority, to accept  
10 another unclassified or administrative position within the Minnesota State Colleges  
11 and Universities. All terms and conditions of the leave, including the start and end  
12 dates, shall be put in writing prior to the commencement of the leave and a copy of  
13 the written agreement shall be placed in the employee's official personnel file and  
14 also provided to the Association.

15 II. **CUSTOMIZED TRAINING REPRESENTATIVES**

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

- 17 1. Placement at a rate within the range for new hires is at the discretion of the  
18 Appointing Authority.
- 19 2. Across-the-board increases shall be granted as per the Master Agreement.

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3. Upon certification of satisfactory performance by their supervisor, a Customized Training Representative shall be eligible for annual progression increases and incentive bonuses in accordance with the current Minnesota State Human Resources Guideline & Interpretation procedure #CMP005 Customized Training Representative Compensation, or any subsequent iteration of procedure #CMP005, however denominated. ~~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. The Association shall be notified of changes to these programs, if possible thirty (30) days prior to the effective date of the changes. Bonuses, when added to the base pay, may cause the total compensation to exceed the salary range.

B. **PERFORMANCE GOALS.** Article 6, Employee Rights; and Article 24, Wages shall be modified as follows:

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set two levels of fiscal year goals and objectives or at the discretion of the Appointing Authority the goals and objectives for the Customized Training Representative may be based on a different twelve (12) month period. If the goals and objectives are based on a twelve (12) month period other than a fiscal year, it shall be communicated to the Customized Training Representative. Progress toward meeting the goals and objectives should be reviewed with the Customized Training Representative

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periodically throughout the fiscal year or established twelve (12) month period as applicable.

2. Level one goal(s) and objective(s) shall establish the minimum performance standard necessary to maintain the Customized Training Representative's continued employment and to qualify for progression increases, if any, for the next fiscal year. Failure to satisfactorily achieve level one goals may result in discharge from employment.

3. Level two goal(s) and objective(s) shall establish the minimum performance standards necessary for receipt of an incentive bonus, if any, for the next fiscal year. Level one goals must be satisfactorily completed by the Customized Training Representative to be eligible for any incentive bonus.

C. **DISCIPLINE AND DISCHARGE OF EMPLOYMENT**. Article 8, Discipline and Discharge; and Article 9, Grievance Procedure shall be modified as follows:

1. The basis for discipline, including discharge, shall not be arbitrary or capricious.
2. The employee may appeal the discipline or discharge up to and including the college president. The appeal meeting may include the employee and his or her Association representative(s). The college president shall have the right to sustain or dismiss actions of discipline and/or discharge. Such decision(s) of the college president shall be final and not grievable. If the college president sustains the discipline or discharge, the employee may request that the decision be reviewed by the system

office Labor Relations division. Upon review, the system office Labor Relations division will determine if the president's decision was arbitrary or capricious. The decision of the system office Labor Relations division will be final and not grievable.

D. **INVOLUNTARY SEPARATION DUE TO A REDUCTION IN FORCE.** Article 17, Layoff and

Recall shall be modified as follows:

1. Customized Training Representatives who have served for three (3) or more years without a break in service in a single Customized Training Representative position within the same seniority unit, that is a minimum fifty percent (50%) of a full-time equivalent position, and who are involuntarily separated from their position due to a reduction in force or termination of an appointment for reason(s) other than discharge shall be eligible for the following benefits.

a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated for either of the reasons listed in D.1. above or if he or she meets any of the other eligibility provisions of Master Agreement, Article 13, Severance.

b. Customized Training Representatives shall be eligible for six (6) months of Employer Contribution toward their health and dental insurance following their date of involuntary separation for either of the reasons listed in D.1. above.

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c. Customized Training Representatives shall be given a minimum of thirty-five (35) calendar days notice prior to their last day of work due to an involuntary reduction in force.

d. Customized Training Representatives who are involuntarily separated for either of the reasons listed in D.1. above shall be allowed to express interest for any permanent unclassified vacancies posted within Minnesota State for a minimum of six (6) months and a maximum of one (1) year following the date of their separation. Customized Training Representatives shall notify the Chief Human Resources Officer prior to the application deadline. If the Customized Training Representative 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.

e. Upon involuntary separation from their position for either of the reasons listed in D.1. above, Customized Training Representatives shall have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash.

**III. SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS**

A. Pursuant to Minnesota Statutes Sections ~~354C.11, 354C.12~~, and ~~356.24~~, 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 seven hundred dollars (\$1,700) to be



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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.

B. Eligible employees for the purposes of this section are those who:

1. occupy positions designated by Minnesota State in the academic unclassified service under the provisions of Minn. Stat. Section ~~43A.08, Subd. 1(9)~~, including Customized Training Representatives; and
2. have completed two (2) years of full-time unclassified service within Minnesota State as outlined in the DCR Plan document.

IV. **SIGN LANGUAGE INTERPRETERS**

The Appointing Authority shall, at the request of employee(s), discuss the need for "preparation time," taking into consideration the range of duties, the needs of the student, and the interpreter's experience with the subject matter, on a case-by-case basis.

Sign language interpreters employed as academic year seasonal employees who perform up to four (4) hours of work for the Appointing Authority in a pay period falling outside of the employee's normal academic year schedule shall be paid the equivalent of four (4) hours of work provided that the employee has accepted all offers of interpreting work from the Appointing Authority during that pay period.

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**V. SENIORITY**

Article 15, Seniority, of the Master Agreement shall be supplemented and/or modified as follows:

A. Academic year breaks shall not constitute a break in continuous service.

**VI. INSURANCE**

Article 20, Insurance, of the Master Agreement shall be modified as follows:

A. Employees who were eligible for and received a full or partial employer insurance contribution from a Technical College or member school district prior to July 1, 1995, shall be eligible for the full or partial State contribution based on the following hours of work: Full contribution - at least 1,155 hours per year; Partial contribution - at least 770 hours per year.

B. An employee who was eligible for and participating in a health, dental or life insurance program provided through their Technical College employment as of June 30, 1995, shall remain eligible to participate in the State group (at the employee's expense) even if the employee does not work sufficient hours to qualify under this Supplemental Agreement.

C. All other employees receive insurance as per the Master Agreement.

**VII. TUITION WAIVER**

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Full-time unlimited, full-time seasonal, part-time unlimited and part-time seasonal employees, classified and unclassified, shall upon completion of three (3) years of continuous employment (without a break in service) in the Minnesota State system be entitled to enroll on a space-available basis in credit courses without paying tuition. The employee will pay all applicable fees. Such enrollment shall not exceed twenty (20) semester credits per year. For purposes of tuition waiver, the year is considered to run from the start of the fall session through the end of the summer session. Employees of a State University may have tuition waived at any State University. Employees of a Community College or Technical College or co-located College may have tuition waived at any Community College or Technical College or Co-located College. Employees of the Minnesota State System Office may have tuition waived at any State University, Community College, Technical College, or Co-located College by making a choice once each contract period to use the tuition waiver for one of the various systems. The employee's spouse or dependent children may share this right up to sixteen (16) credits.

The tuition waiver benefit shall not apply to any courses that are part of an applied doctorate program.

#### **VIII. VACATION**

Article 10, Vacation Leave, shall be modified as follows:

Seasonal employees may use vacation on non-scheduled work days within their season and, at the discretion of the Appointing Authority, employees may use accumulated vacation prior to and/or after their first and last scheduled work days each fiscal year.

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1 Additionally, year-round employees who are full-time part of the year and part-time for  
2 part of the year may, at the discretion of the Appointing Authority, may use vacation  
3 time to bring their hours of work up to 40 in weeks where they are not so scheduled.

4 The amount of vacation used under this provision shall not exceed the maximum  
5 number of hours specified in Article 10 Vacation, Section 6 Vacation Transfer and  
6 Liquidation.

7 **IX. HOLIDAYS**

8 Article 11, Holidays, shall be modified as follows:

9 A. **HOLIDAY ACCRUAL.** Holiday pay shall be computed based on the average number  
10 of hours the employee was in payroll status (including hours worked, paid vacation,  
11 paid sick leave, compensatory time off, or paid leave of absence) in their previous  
12 three (3) pay periods (excluding pay periods containing a holiday or an academic  
13 break/seasonal time off). Eligible employees who normally work less than full-time  
14 shall have their holiday pay prorated using the above criteria and schedule set forth  
15 in Appendix B.

16 B. **SUBSTITUTE HOLIDAYS.** After consultation with the Association, College or  
17 University administrators may designate a substitute holidays for those listed in  
18 Article 11 of the Master Agreement in order to conform with their academic  
19 calendars. The college or university shall notify the executive director of the  
20 Association of change via regular or electronic mail.

**X. SEASONAL MEMORANDUM OF UNDERSTANDING**

- I. Definition of an Academic Year Seasonal Employee. An academic year seasonal employee is an employee whose season is equal to the length of the academic year as established by the college/university administration. At the administration's discretion, an academic year seasonal employee's season may be extended to include up to four (4) additional weeks. These additional weeks of an extended season must be worked immediately before the established academic year begins, immediately after the established academic year ends, or divided between the start and end of the established academic year. In no case shall the season be extended beyond the cumulative total of four (4) additional weeks. Such employees shall be considered to have an employment condition of seasonal part-time or seasonal full-time. Academic year seasonal employees are expected to return to work each year.
- II. Summer Employment. When there is a need for summer work, a separate intermittent unlimited position ~~shall~~ may be established. Intermittent unlimited positions established for this purpose will be ongoing and will be posted/filled in accordance with the Master Agreement. Intermittent employees shall be scheduled as needed and acceptance of an intermittent position will not guarantee summer employment in subsequent years. An academic year seasonal employee appointed concurrently to an intermittent unlimited position shall be covered by the MAPE agreement and shall be eligible to receive paid holidays and accrue vacation and sick leave notwithstanding any language in the Master Agreement that would exclude

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intermittent employees from eligibility. Holiday pay entitlement and pro-ration, vacation use and accruals and sick leave use and accruals shall be in accordance with the Master Agreement. The "Holiday Accrual" language in Section IX.A of this supplemental agreement shall not apply during such intermittent employment.

III. Employee Notice. During spring session of each academic year, each seasonal employee shall be provided, in writing, with notice of their schedule for the next academic year, including the start and end dates, seasonal breaks, scheduled holidays and the number of days before or after the academic year that may be used for vacation, compensatory time or alternate holidays. The written notice referenced above shall be provided at least fourteen (14) days prior to the end of the employee's season and shall be in lieu of the seasonal layoff and recall provisions of Article 17, Section 4.

IV. The parties agree that employees shall continue to be eligible for insurance benefits during seasonal breaks as provided in Article 20, Section 3D of the Master Agreement.

**XI. STAFF DEVELOPMENT JOINT TASK FORCE**

A joint taskforce shall be established and composed of [no more](#) than eight (8) representatives of the Appointing Authority and [no more](#) than eight (8) employee representatives selected by MAPE. The joint taskforce shall be convened [by mutual agreement between](#) Minnesota State Labor Relations [and MAPE](#) and shall be charged with discussing MAPE's participation in planning for individual staff development and campus-wide training. This may include joint

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1 participation with other union's activities. The time spent working on this taskforce by MAPE  
2 employees shall be paid release time.

3 **XII. GRIEVANCE PROCEDURE**

4 Article 9 of the Master Agreement shall be supplemented and/or modified as follows:

5 1. After Step 2 and prior to an appeal to arbitration, a Step 3 will be held. Within  
6 fourteen (14) calendar days following the receipt of a grievance appealed in writing  
7 from Step 2, the system office's Labor Relations Division shall arrange a meeting  
8 with the Association in an attempt to resolve the grievance.

9 Within fourteen (14) calendar days following this meeting, the Minnesota State  
10 system office shall respond in writing to the Association stating the system office's  
11 answer concerning the grievance. If, as a result of the written response, the  
12 grievance remains unresolved, the Association may, within thirty (30) calendar days  
13 after the written answer is given or due, appeal the grievance to arbitration by  
14 written notice to the Assistant Commissioner of Minnesota Management & Budget  
15 (State Labor Negotiator). Any grievance not referred in writing by the Association to  
16 arbitration within thirty (30) calendar days after the system office's written answer  
17 is given or due shall be waived.

18 **XIII. VACANCIES, FILLING OF POSITIONS**

19 Article 16, Sections 3 and 4 are modified as follows:

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Permanent non-probationary classified employees from any Minnesota State Appointing Authority in the same classification/class option may interest bid on the filling of such vacancy by submitting a written application to the Appointing Authority on or before the expiration date of the posting.

**XIV. LAYOFF AND RECALL**

Article 17, Sections 3.A.4a – Layoff Options and 5 – Claiming shall be modified as follows:

Employees whose only option is to bump may request to transfer to a non-temporary classified vacancy within another Minnesota State Appointing Authority in the same, transferable or lower class (or class option) for which they are determined to be qualified by the Employer.

**XV. PROFESSIONAL DEVELOPMENT**

Upon completion of one (1) year of continuous employment (without a break in service) in the Minnesota State system, full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal employees, classified and unclassified, may for the purpose of professional development, be permitted to enroll on a space-available basis in credit courses at any Minnesota State college and/or university without payment of tuition. Such enrollment is at the discretion of the Appointing Authority and shall not exceed eight (8) credits per academic year (the academic year runs from the beginning



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1 of the fall semester through the end of the summer session). The employee will pay all  
2 applicable fees.

3 When the employee has completed three (3) years of continuous employment (without  
4 a break in service) in the Minnesota State system, and becomes eligible for tuition  
5 waiver under Part VII of this supplement, credits taken under this section shall be  
6 deducted from the credits allowed per year under Part VII of this supplement.

7 Spouses and dependents are not eligible for credits under this section.

8