

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF MINNESOTA  
AND  
AFSCME COUNCIL 5, AFL-CIO, MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES,  
MIDDLE MANAGEMENT ASSOCIATION, MINNESOTA NURSES ASSOCIATION, AND STATE  
RESIDENTIAL SCHOOLS EDUCATION ASSOCIATION**

This Memorandum of Understanding is made and entered into this   1   day of   Dec  ,    2020, by and between the State of Minnesota and AFSCME, Council No. 5, AFL-CIO (hereinafter "AFSCME"), Minnesota Association of Professional Employees (hereinafter "MAPE"), Middle Management Association (hereinafter "MMA"), Minnesota Nurses Association (hereinafter "MNA"), and State Residential Schools Education Association (hereinafter "SRSEA.")

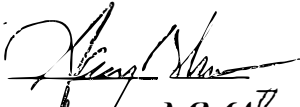
WHEREAS, the parties desire to offer an additional early retirement incentive to certain employees in qualifying jobs for covered correctional service, as defined at Minn. Stat. 352.91, and;

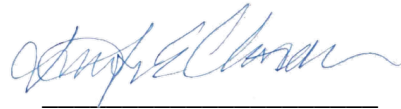
WHEREAS, the parties recognize the State is projecting a budget deficit and an early retirement incentive is projected to provide savings to State agencies.

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree that Appointing Authorities may, at their discretion, elect to participate in and offer an additional Early Retirement Incentive (ERI) subject to the eligibility criteria identified below.

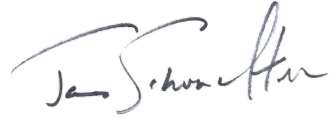
1. The incentive shall consist of a lump sum payment of \$20,000, paid into an employee's Health Care Savings Account. MMB will review and approve any Agency's Plan before the incentive is made available to employees.
2. Eligibility requirements include that an Employee must:
  - a. Be immediately eligible at the time of separation for a reduced early retirement annuity under Minn. Stat. 352.93 Subd. 2a but not eligible for an unreduced annuity under Minn. Stat. 352.93 Subd. 1, and;
  - b. Be immediately eligible at the time of separation for an early retirement incentive as provided by collective bargaining agreement at: [AFSCME: Article 19, Section 3(D)(4)(a)(1); AFSCME 208: Article 19, Section 3(C)(3)(a)(1); MAPE: Article 20, Section 3(C)(4)(a)(1); MMA: Article 17, Section 3(C)(4)(a)(1); MNA: Article 18, Section 3(D)(3)(a)(1); SRSEA: Article 23, Section 1(A)], and;
  - c. Retire on or before March 31, 2021 unless MMB, at its sole discretion, extends this timeline or permits an additional window of eligibility.

3. Any clarifications, exceptions or additions to the eligibility criteria will be considered by MMB on a case by case basis.
4. Any employee who receives an ERI cash payment pursuant to this MOU and who also meets the eligibility requirement for an early retirement under the articles referenced in (b) above remain eligible to receive those benefits.
5. Any employee who accepts an ERI cash payment as set forth in this MOU may not rejoin State Service in a Classified Appointment for at least one year after separation. At the discretion of the appointing authority, employees may return into a Post-Retirement (PRO) appointment of limited duration for knowledge transfer after receipt of an ERI..
6. 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.
7. The parties agree that this MOU constitutes the entire agreement between the parties on the matters addressed herein and it fully supersedes any and all prior agreements or understandings between them relating to the subject matter contained herein.

  
Signature MMA<sup>7</sup>



Jen Claseman, Dir. Labor  
Relations, MMB



Jim Schowalter,  
Commissioner, MMB

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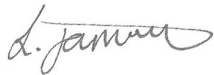
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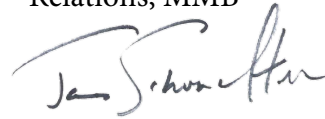
Signature

Lina Jamoul  
MAPE Executive Director



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Jen Claseman, Dir. Labor  
Relations, MMB



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Jim Schowalter,  
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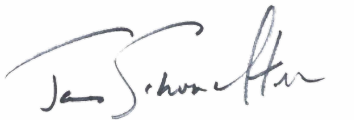
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Signature Chad Schmidt  
SIRSEA President

  
Signature  
Beth Anderson  
Education Minnesota



Jen Claseman, Dir. Labor  
Relations, MMB



Jim Schowalter,  
Commissioner, MMB