

August 20, 1999

Jim Monroe  
Executive Director  
411 Main Street - Room 400  
St. Paul, MN 55102

Dear Mr. Monroe:

This letter is to reconfirm the agreement we reached during previous rounds of contract negotiations. The Employer agrees to facilitate the return of Association Presidents to their Appointing Authorities after completing their leaves to serve the Association.

Such facilitation shall include but not be limited to the following issues:

- 1) classification;
- 2) specific position and location; and
- 3) appropriate wage level.

Sincerely,



Paul A. Larson  
Assistant State Negotiator  
Department of Employee Relations

Letter 1

August 20, 1999

Jim Monroe, Executive Director  
Minnesota Association of Professional Employees  
411 Main Street  
Saint Paul, MN 55102

Dear Jim:

During negotiations for the 1995 - 1997 and the 1997 - 1999 contracts between the State of Minnesota and the Minnesota Association of Professional Employees, the issue of rights of and protections for MAPE employees who perform representation duties and/or file grievances through the Association arose. Such activities include, but are not limited to, work on negotiation teams for the contract, filing or processing grievances, representing employees during investigations and general informational duties as an Association Representative.

The contractual provisions for these activities are listed in the contract in Article 4, Section 3; Article 7, Section 7; Article 8, Section 2; and Article 9, Section 2C. Leaves and release time granted under these provisions are to be considered as approved time away from work. Additionally, Minnesota Statute 179A.06 provides these rights of employees under law and Minnesota Statute 179A.13(1) establishes an unfair labor practice for "... interfering, restraining, or coercing employees in the exercise of the rights guaranteed in Sections 179A.01 through 179A.25."

In sum, the law and the contract provide considerable protection for employees who file grievances or represent bargaining unit members covered by the MAPE contract.

Employees exercising these rights, however, are required to notify and receive approval from their Appointing Authorities prior to taking the necessary and/or contractually provided time off.

I hope this letter serves to delineate protection provisions for your bargaining unit members under both law and contract.

Sincerely,



Paul A. Larson  
Assistant State Negotiator  
Department of Employee Relations

Letter 2

July 26, 2001

Jim Monroe, Executive Director  
Minnesota Association of Professional Employees  
411 Main Street  
St. Paul, MN 55102

Dear Jim:

Consistent with the mission and needs of the State, the parties recognize the need to maintain a premiere professional workforce and that this is done by retaining highly skilled employees. The Appointing Authority and the Association shall work together to achieve this goal. It is recognized that employees may seek career development training opportunities both within State service and outside State service. Both parties recognize that the taking of college courses, professional workshops, and/or seminars will better prepare an employee to perform his/her current or projected responsibilities or to meet the potential future needs of the State.

The Employer recognizes the Association's commitment to, and support of professional development training. To the extent that the Association sponsors professional development training, the Appointing Authority agrees to review the training curriculum, and at its discretion, approve of the Association sponsored professional development training. If the Appointing Authority approves of the Association sponsored training, the time spent attending the training would be considered as paid leave.

Sincerely,



Paul Larson  
Deputy State Negotiator  
Labor Relations/Compensation Division

Letter 3

DATE: August 18, 2003  
TO: State Supervisors  
Human Resource Directors/Designees  
Labor Relations Directors/Designees  
FROM: Carolyn Trevis  
Assistant State Negotiator  
PHONE: 651-297-3482  
RE: Layoffs



As part of the negotiations with MAPE for the 2003-2005 contract, we had extensive discussions regarding the layoff process and the Association's desire to meet with agencies during the layoff planning process. The Association proposed that whenever an agency begins planning for a budgetary layoff, it shall meet with and confer with the Association.

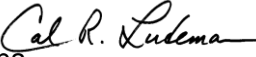
It is my understanding that although agencies are not required to meet with the Association when planning budgetary layoffs, the majority of state agencies are in fact doing so. This has proven helpful to the parties. I recommend that upon request, agencies meet with the Association, to the extent possible, to discuss budgetary layoffs and the effect of such layoffs.

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

Letter 4

DATE: August 18, 2003

TO: Agency Heads  
Personnel Directors/Designees  
Labor Relations Directors /Designees

FROM: Cal R. Ludeman, Commissioner   
Department of Employee Relations


RE: Use of State Facilities

The purpose of this memo is to remind agencies about the use of state facilities by the exclusive bargaining representatives for the purpose of meeting with their bargaining unit employees. Our position on this is that unions who want to use state facilities to meet with their bargaining unit employees shall be afforded the same access as other outside groups.

If your agency has permitted employees and outside groups to reserve rooms to participate in meetings or activities that are not specifically sponsored by the state, then employees who request to reserve rooms to meet with the union should continue to be allowed access on the same basis. If, however, your agency or facility is one which would not allow any outside groups to access and use facilities (for example the correctional facilities generally do not allow outside access) then you can decline such requests to use your agency's facilities. Further, if your agency has policies on advance reservation of rooms, you may apply those policies to the unions on the same basis that you apply them to others. Irrespective of your agency's policy on the use of facilities, it is imperative that all of the unions be treated equally.

This instructive is not meant to change your agency's existing practice regarding use of facilities for grievance administration and meet and confers.

Letter 5

DATE: August 3, 2005  
TO: State Supervisors  
Human Resource Directors/Designees  
Labor Relations Directors/Designees  
FROM: Carolyn Trevis  
Assistant State Negotiator   
PHONE: (651) 297-3482  
RE: Administrative Procedure 1.2

As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions regarding harassment and the need for procedures for internal resolution of such complaints.

I am writing to remind you of Administrative Procedure 1.2 which provides to agencies some guidelines on harassment. It provides in part:

In order to provide and maintain a productive work environment consistent with merit principles, free of discriminatory practices, and in accord with M.S. 43A.01, subd. 2 (Precedence of Merit Principles and Nondiscrimination) it is necessary to remove and eliminate all forms of harassment. Harassment is a form of discrimination and in general is a display of behavior by one employee toward another employee which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Of particular concern is sexual harassment which is unwelcome sexual advances by an employee toward another employee, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

An employee's submission to such conduct is made either explicitly or implicitly a term or condition of an individual's performance.

An employee's submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual.

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

Letter 6

DATE: August 3, 2005  
TO: State Supervisors  
Human Resource Directors/Designees  
Labor Relations Directors/Designees  
FROM: Carolyn Trevis  
Assistant State Negotiator   
PHONE: (651) 297-3482  
RE: Single-occupancy lodging – MAPE Agreement

As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions regarding expense allowances and whether agencies are granting employees' requests for single-occupancy lodging when traveling on state business.

The MAPE agreement provides in Article 18 that "employees may request single-occupancy lodging when in travel status. The decision whether or not to grant the request is at the discretion of the Appointing Authority." Due to our continuing needs for flexibility and funding issues, the State did not agree to change this language. However, when such a request for single-occupancy lodging is made, agencies are advised to provide reasons for any denial of the request and such requests should not be unreasonably denied.

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

Letter 7

DATE: July 9, 2007  
TO: State Supervisors  
Human Resource Directors/Designees  
Labor Relations Directors/Designees  
FROM: Carolyn Trevis  
Assistant State Negotiator  
PHONE: 651-259-3758  
RE: Job Audits



As part of the negotiations with MAPE for the 2007-2009 contract, we had discussions regarding job audits and the need for timely completion of such audits.

I am writing to you to again recommend that each agency and its supervisors act on job audits in a timely manner and, to the extent possible, complete them within 120 days. If there is a delay, the supervisor should periodically update the employee as to the reason for the delay and the expected date of completion.

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

Letter 8







June 20, 2017

Chet Jorgenson, Acting Executive Director  
MAPE  
3460 Lexington Ave. N., Suite 300  
Shoreview, MN 55126

Re : Subcontracting

Dear Chet:

As part of negotiations with MAPE for the 2017-2019 Agreement, we discussed the issue of contracting and the language in Article 17, Section 7. At the State of Minnesota, professional and technical contracts are overseen by the Materials Management Division of the Department of Administration.

We agreed that upon request, MMB will coordinate a meeting with the Association and appropriate representatives of the Materials Management Division to discuss the process used by state agencies to contract for professional and technical contracts.

Sincerely,

Carolyn J. Trevis  
Assistant State Negotiator  
Labor Relations Division  
MMB

cc: Edwin Hudson  
Liz Brady

Letter 9



June 20, 2017

Chet Jorgenson, Acting Executive Director  
MAPE  
3460 Lexington Ave. N., Suite 300  
Shoreview, MN 55126

Re: Unclassified Employees

Dear Chet:

As part of negotiations with MAPE for the 2017-2019 Agreement, we discussed issues relating to unclassified employees, including posting, bidding and hiring, conversion of classified positions as well as the ending of unclassified appointments.

We agreed that during the interim period following bargaining, the parties will hold a Joint Labor Management meeting to further discuss these issues.

Sincerely,

Carolyn J. Trevis  
Assistant State Negotiator  
Labor Relations Division  
MMB

cc: Edwin Hudson  
Liz Brady

Letter 10



July 9, 2019

Lina Jamoul, Executive Director  
MAPE  
3460 Lexington Ave. N., Suite 300  
Shoreview, MN 55126

Re: Phased Retirement Pilot

Dear Lina:

As part of negotiations with MAPE for the 2019-2021 Agreement, the parties agreed to a pilot program related to phased retirement. The details are outlined below:

#### **Article 16 – Vacancies, Filling of Positions**

##### Section 9 – Phased Retirement Pilot

###### A. Eligibility

Full-time employees at participating Appointing Authorities who have reached age fifty-five (55) or more, have ten (10) or more years of continuous state service, and have given written notice of their retirement date to the Appointing Authority may be eligible to participate in the Phased Retirement Pilot.

The eligible employee's retirement date must occur in six (6) months or less from the date of the phased retirement request.

###### B. Implementation

An employee requesting phased retirement shall submit the request in writing to the Appointing Authority. If the Appointing Authority approves the request, the length of the phased retirement period and the work schedule for the employee shall be mutually agreed upon by the employee and the Appointing Authority. However, the phased retirement period shall not exceed six (6) months. Additionally, the employee's work schedule must be at least fifty percent (50%) time. At the end of the phased retirement period the employee must move to full retirement.

Employees approved for phased retirement shall be entitled to all rights and benefits of full-time employees. If a request for phased retirement is denied, the Appointing Authority must provide the reason(s) for denial to the employee in writing within ten (10) days.

###### A. Benefits

The Employer retirement contributions necessary to accrue allowable service credit in the retirement fund during the period of part-time employment shall be paid by the Employer at the same amounts as would have been paid had the employee been employed full-time.

Employees approved for phased retirement shall be eligible for Employer-paid insurance benefits as if the employee were employed full-time. Employee contributions necessary to maintain all benefits as if the employee were employed full-time shall be the responsibility of the employee

B. Expectations

Employees approved for phased retirement are expected to carry out the agreed upon job duties and expectations as outlined in the Phased Retirement agreement form.

C. Evaluation: Appointing Authorities participating in this pilot shall annually report on the usage of the program. The Parties agree to Meet and Confer at least once prior to July 1, 2020, to review the pilot program.

D. Participation

Upon advance written notice to the Association, Appointing Authorities may participate in this Pilot. Appointing Authorities who have given such notice prior to the ratification of this agreement need not give notice again.

E. Effective Dates

The Phased Retirement Pilot will become effective upon implementation of this agreement and will remain in effect until a successor agreement is implemented.

Sincerely,

Austin Neese  
Labor Relations Consultant

cc: Edwin Hudson  
Jennifer Claseman

Letter 11





### Establishing a Career Development and Advancement LMC

The parties agree to establish a special Joint Labor-Management Committee (JLMC) to develop strategies to enhance career development and advancement opportunities for professional employees employed by the State of Minnesota:

1. **Committee Make up:** The committee will be made up of an equal number of Association and Employer representatives, totaling up to fourteen (14) members. The Association representatives shall be appointed by the Association. The Employer representatives, appointed by the Employer, shall include staff from MMB and selected Appointing Authorities.  
The parties agree that as appropriate, each party, with advance notice, may invite others with expertise on the topic to a Committee meeting.
2. **Committee purpose:** The Committee will:
  - Identify barriers, best practices, career path options, and educational/training opportunities that could be offered to enhance career development and advancement opportunities for professional employees, which includes examining:
    - Use of the classification system within and across agencies;
    - Methods of advancing employees who have grown their skills and knowledge;
    - The qualification requirements for MAPE positions; and
    - Other strategies the committee believes would aid employees in their career development and advancement.
3. **Timeframe:** One (1) year, with possible extension by mutual agreement.
4. **Final Product:** A report and list of proposed recommendations to be used potentially as a basis for policy changes and/or the negotiation of a Memorandum of Understanding.
5. **Other:** Unless otherwise stated, the provisions of Article 32 of the Agreement between MAPE and the Employer apply to this JLMC agreement.

Signed on the \_\_\_\_\_ 23rd \_\_\_\_\_ day of \_\_\_\_\_ August \_\_\_\_\_, 2017.

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Chet Jorgenson  
Statewide President/Acting Executive Director  
MAPE

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Carolyn Trevis  
Asst. State Negotiator  
Minnesota Management and Budget



July 9, 2019

Lina Jamoul, Executive Director  
MAPE  
3460 Lexington Ave. N., Suite 300  
Shoreview, MN 55126

Re: Career Mapping

Dear Lina,

As part of our negotiations with MAPE for the 2019-2021 Agreement, the parties discussed the desirability of making it possible for employees to identify a career path for themselves in state service.

### **Overview and Commitment**

The State of Minnesota is committed to the professional development of its employees. We recognize that the statewide classification system managed by Minnesota Management and Budget can sometimes be difficult to navigate for the purposes of individual career planning and mapping. Therefore, MMB is dedicated to simplification of the system, including:

- Continuing efforts to provide up-to-date class specifications containing the type and level of work of positions within every classification and ensuring the class specification is available in a central location for employees.
- Providing explanation of the distinction between classes in a series, either within the class specification via the distinguishing characteristics section, or via a separate distinguishing characteristics document.
- Ongoing dialogue with members to address gaps in clarity, opportunities for enhanced understanding, and continued improvement to the tools and resources available to navigate the statewide classification system.

### **Career Development Resources**

Through Joint Labor Management Committee meetings conducted 2017 – 2019 between the Association and the Employer, the parties agreed that the HR Toolbox is a tool MAPE members can utilize for career planning. MAPE members are encouraged to visit the Classification and Recruitment areas on the site for resources.

### **Considerations:**

1. MMB will continue to make available best practice guidance, tools and resources on a variety of topics, including career development, on the HR Toolbox site.



2. MAPE members are to be advocates for their own personal career development through exploration of current state opportunities and an understanding that career development is contingent upon a member's own demonstrated strengths and career goals, and may be manifested differently for each individual member. A career map may occur within one or more state agencies, within similar or varying career families/paths, and via promotions, lateral movements, and/or demotions. Members are encouraged to engage in ongoing communication with their direct supervisors, managers, human resources representatives, and statewide networks for education and support.
3. Agencies will continue to implement career maps where it makes sense to do so, and make use of options and resources such as work out of class, mobility and other appointment types which are applicable to meet the needs of the agency and for employee development, in accordance with the appropriate Administrative Procedures and other policies. MMB will partner with agencies, and support such efforts. MMB agrees to make Administrative Procedures available to MAPE for comment for at least fifteen (15) days prior to implementation.
4. Both parties agree to continue a dialogue about professional development for state employees.

This letter should not be construed to require any changes in minimum qualifications, to infringe upon the authority of the Employer to make hiring decisions, or erode any inherent managerial rights as defined by Minn. Stat § 179A.07, subd. 1.

Sincerely,

Austin Neese  
Labor Relations Consultant

cc: Edwin Hudson  
Jennifer Claseman

Letter 13

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155

Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: 1-800-627-3529

An Equal Opportunity Employer



July 9, 2019

Lina Jamoul, Executive Director  
MAPE  
3460 Lexington Ave. N., Suite 300  
Shoreview, MN 55126

Re: Recruiting Incentive, Employee Referral Incentive and Equity Adjustments -Pilots

Dear Lina,

As part of our negotiations with MAPE for the 2019-2021 Agreement, the parties discussed and agreed to the following Pilot Programs as part of Article 24 Wages:

**Section 16. Recruiting Incentive (Pilot).** With advance approval from MMB, the Appointing Authority may offer a recruiting incentive of up to \$5,000 to new employees who accept hard-to-fill positions.

- Whether or not a position is deemed “hard-to-fill” is determined by MMB, and the Appointing Authority must seek approval from MMB prior to offering a hiring incentive to any prospective employee.
- The incentive shall be paid in two installments, the first of which occurs after successful completion of the required probationary period, in a lump sum effective the pay period following the new hire’s certification, and the second of which occurs after two years of continuous satisfactory service in that hard-to-fill position.
- This provision is not subject to the grievance or arbitration process.

This provision becomes effective upon the contract’s successful ratification by the legislature, and will sunset upon the legislature’s ratification of the 2021 – 2023 contract. However, employees awarded a recruiting incentive during this contract period remain eligible to receive the full payment in subsequent contracts even if this pilot program is discontinued.

**Section 17. Employee Referral Incentive (Pilot).** At its discretion, the Appointing Authority may offer a referral incentive of up to \$1,000 to current employees who successfully refer a new employee who accepts a hard-to-fill position.

- Whether or not a position is deemed “hard-to-fill” is determined by MMB. Once MMB makes that determination, the Appointing Authority has the discretion to determine whether and to whom a referral incentive may be given, within the parameters set forth in this section.
- Employees requesting a referral incentive must do so in a manner approved by the Appointing Authority.

- The total amount of the referral incentive shall not exceed \$1,000 per position filled, and shall be paid in a single installment no sooner than after the new hire has successfully completed probation and been certified.
- The referring employee must still be employed with the State at the time of payment eligibility in order to receive the incentive.
- This provision is not subject to the grievance or arbitration process.

This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the legislature's ratification of the 2021 – 2023 contract. However, employees awarded a referral incentive during this contract period remain eligible to receive the full payment in subsequent contracts even if this pilot program is discontinued.

**Section 18. Equity Adjustments (Pilot).** Upon request of the Appointing Authority, MMB may make equity adjustments and advance incumbents within a range, and/or provide a one-time lump sum of no more than \$2,500 to an individual at the top of their salary range, to maintain internal equity.

- Only those with documented "satisfactory" or better performance are eligible for an equity adjustment.
- Any request for an adjustment under this section must include an explanation of the inequity, and documentation to support an equity adjustment for an incumbent.
- This provision is not subject to the grievance or arbitration process.

This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.

Sincerely,

Austin Neese  
Labor Relations Consultant

cc: Edwin Hudson  
Jennifer Claseman  
Dori Leland

Letter 14

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155  
Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: 1-800-627-3529  
An Equal Opportunity Employer



July 9, 2019

Lina Jamoul, Executive Director  
MAPE  
3460 Lexington Ave. N., Suite 300  
Shoreview, MN 55126

Re: Student Loan Reimbursement Pilot Opt-in

Dear Lina,

As part of our negotiations with MAPE for the 2019-2021 Agreement, the parties discussed and agreed to a pilot program allowing agencies to opt-into a student loan reimbursement pilot subject to the below conditions:

- An employee may request and an Agency may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
- In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
- Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments if this pilot is continued in future years
- Employees must have been employed by the Employer for at least 18 months.
- Employees who are approved to receive a student loan payment reimbursement must remain employed by the Agency for a period of one (1) year after receiving a reimbursement payment.
- Employees who separate from the Agency sooner than one (1) year after receiving a reimbursement payment shall be required to repay the student loan reimbursement received the previous year on a prorated monthly basis.
- Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Agency.
- Within sixty (60) calendar days of the disbursement, the employee must provide documentation to the Agency that the amount disbursed has been applied to the student loan.
- If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.
- This provision is not subject to the grievance procedure.
- This provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract. Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they separate from the Agency, even if this pilot is discontinued in subsequent Agreements.

Upon advance written notice to the Association and Minnesota Management and Budget, Agencies may participate in this pilot.

Sincerely,

Austin Neese  
Labor Relations Consultant

cc: Edwin Hudson  
Jennifer Claseman

Letter 15

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155

Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: 1-800-627-3529

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