

LETTERS

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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

Equal Opportunity Employer
Minnesota Department of Employee Relations



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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

Equal Opportunity Employer
Minnesota Department of Employee Relations



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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

Equal Opportunity Employer
Minnesota Department of Employee Relations



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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

Equal Opportunity Employer
Minnesota Department of Employee Relations



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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

Equal Opportunity Employer
Minnesota Department of Employee Relations



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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

Equal Opportunity Employer
Minnesota Department of Employee Relations



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

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June 22, 2023

Megan Dayton, President
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

Re: Phased Retirement Pilot

Dear Megan:

As part of negotiations with MAPE for the 2023-2025 Agreement, the parties agreed to extend the 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 the 2025 - 2027 successor agreement is implemented.

Sincerely,

Amanda Johnson
Labor Relations Consultant

cc: Erin Campbell
Jennifer Claseman

Letter 11

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June 22, 2023

Megan Dayton, President
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

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

Dear Megan,

As part of our negotiations with MAPE for the 2023-2025 Agreement, the parties agreed to extend 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 2025 – 2027 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 2025 – 2027 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 2025 – 2027 contract.

Sincerely,

Amanda Johnson
Labor Relations Consultant

cc: Erin Campbell
Jennifer Claseman
Dori Leland

Letter 14

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June 22, 2023

Megan Dayton, President
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

RE: State Policy on Safety Footwear Reimbursement HR/LR Policy #1410

Dear Megan,

The parties entered into a Memorandum of Understanding during the 2021 – 2023 contract regarding safety footwear reimbursement amount and frequency. The purpose of this letter is to memorialize this agreement of the reimbursement amount and frequency as stated below:

Employees required to wear safety footwear as a condition of employment will be eligible for reimbursement of up to \$175 each 24 months for safety footwear, and reimbursement is subject to the provisions of HR/LR Policy #1410, Safety Footwear Reimbursement.

Sincerely,

Amanda Johnson
Labor Relations Consultant

cc: Erin Campbell
Jennifer Claseman

Letter 15

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July 22, 2021

Megan Dayton, President
MAPE
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

Re: Equity, Diversity, and Inclusion

Dear Megan,

As discussed in our 2021 – 2023 contract negotiations, the parties agree to the following:

Both parties desire workplaces to reflect of the State's values in Equity, Diversity, and Inclusion. The State has dedicated additional resources and employees skilled in these areas to continue to transform agency workplaces to achieve these values. As the Governor's Office of Inclusion leads these statewide agency efforts, we agree to invite MAPE quarterly to the Governor's Office of Inclusion updates in order to be familiar with the progress being made on an enterprise level and to hear MAPE's concerns and ideas regarding Equity, Diversity, and Inclusion efforts across the enterprise.

Regards,

Amanda Johnson
Labor Relations Consultant
cc: Kristin Batson
Jennifer Claseman

Letter 16

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April 15, 2025

Megan Dayton, President
Minnesota Association of Professional Employees
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

RE: Earned Sick and Safe Time Law

Dear Megan,

As discussed during 2025 – 2027 contract negotiations, the parties have a shared interest in explaining to employees the allowable uses of accrued sick leave hours as authorized pursuant to Minnesota’s Earned Sick and Safe Time law, Minnesota Statutes, sections 181.9445—181.9448. The information below reflects what the law provides as of the date of this letter. Statute is subject to change and the Appointing Authority will comply with and implement applicable statutory language.

See Article 12 - Sick Leave, Section 3, for additional uses of sick leave employees may have under the terms of the collective bargaining agreement.

Covered Individuals

Employees may use their sick leave for their own qualifying reason and for the following family members:

1. their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);
2. their spouse or registered domestic partner;
3. their sibling, stepsibling or foster sibling;
4. their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;
5. their grandchild, foster grandchild or step-grandchild;
6. their grandparent or step-grandparent;
7. a child of a sibling of the employee;
8. a sibling of the parents of the employee;

9. a child-in-law or sibling-in-law;
10. any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;
11. any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and
12. up to one individual annually designated by the employee.

Sick Leave Use

Employees can use their accrued sick leave hours for the following reasons:

Illness, Injury, Other Health-Related Reason

1. an employee's:
 - a. mental or physical illness, injury, or other health condition;
 - b. need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; or
 - c. need for preventive medical or health care; or
 - d. need to make arrangements for or attend funeral services or a memorial, or address financial or legal matters that arise after the death of a family member;
2. care of a family member:
 - a. with a mental or physical illness, injury, or other health condition;
 - b. who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or other health condition; or
 - c. who needs preventive medical or health care;

Domestic Abuse, Sexual Assault, Stalking

3. absence due to domestic abuse, sexual assault, or stalking of the employee or employee's family member;

Closure

4. closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency;

Exposure to Communicable Disease

5. the employee's inability to work or telework because the employee is:
 - a. prohibited from working by the employer due to health concerns related to the potential transmission of a communicable illness related to a public emergency; or
 - b. seeking or awaiting the results of a diagnostic test for, or a medical diagnosis of, a communicable disease related to a public emergency and such employee has been exposed to a communicable disease or the employee's employer has requested a test or diagnosis; and

6. when it has been determined by the health authorities having jurisdiction or by a health care professional that the presence of the employee or family member of the employee in the community would jeopardize the health of others because of the exposure of the employee or family member of the employee to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease.

Use of Vacation Leave in Lieu of Sick Leave

Per HR/LR Policy #1337 Sick Leave, employees who have exhausted their sick leave accruals shall be permitted to use vacation leave in lieu of sick leave for reasons covered by "Sick Leave Use," as identified above.

For more detailed information regarding accrued sick leave use, please review HR/LR Policy #1337 Sick Leave.

Sincerely,

Elizabeth Blomberg
Labor Relations Consultant

cc: Blake Chaffee
Jennifer Ziegler

Letter 17



May 16, 2025

Megan Dayton, President
Minnesota Association of Professional Employees
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

RE: Artificial Intelligence

Dear Megan,

During the 2025 – 2027 contract negotiations, MAPE raised concerns regarding the impact of artificial intelligence (AI) on the workforce. We understand that emerging technology can bring both opportunities and challenges, and we appreciate the thoughtful discussions so far on this topic.

Management remains committed to open and transparent dialogue with MAPE as we navigate the use of AI. While management may leverage AI to provide data-driven insights and enhance decision-making processes, management commits to ensuring that a human decision-maker is the final authority in all employment-related decisions. Our goal is to ensure that AI integration aligns with policy and standards and respects the contributions of employees. We recognize that collaboration is key, and we will continue discussions on the topic of AI through agency and statewide meet & confers that address any concerns and explore solutions that benefit both employees and the state.

Sincerely,

Elizabeth Blomberg
Labor Relations Consultant

cc: Blake Chaffee
Jennifer Ziegler

Letter 18



June 25, 2025

Megan Dayton, President
Minnesota Association of Professional Employees
3460 Lexington Ave. N., Suite 300
Shoreview, MN 55126

RE: Summer Balloon Payments (Insurance Coalition U6 Proposal)

Dear Megan,

During the 2025 – 2027 contract negotiations with the insurance coalition, the parties engaged in discussions surrounding union proposal #6 pertaining to summer balloon insurance premium payments. We understand and appreciate the importance of this issue to MAPE.

Given the complexity of the implicated payroll processes, we are continuing to work with affected agencies on the details of potential implementation of the proposal.

We understand the current proposal to be applicable to employees who:

- work seasonally, with no scheduled work or minimal scheduled work over the summer, but remain in active payroll status over that time period; and
- have the ability to liquidate vacation or compensatory time according to the applicable collective bargaining agreement; and
- have the option of paying for summer insurance premiums in advance via the “balloon” deductions that take place in March and April.

We understand that you are seeking the right for such employees to apply their accrued vacation and/or compensatory time, as applicable, and as accrued at the time of the summer balloon payroll deductions in March and April, to the employee’s share of the summer balloon premium payment upon notice of layoff.

We understand the applicable employing agencies at this time would be Minnesota State, Perpich Center for the Arts, and MSA.

We are committed to working with you on this topic, and we will provide quarterly updates on our progress working with affected agencies. To the extent that we are able to implement the proposal at the affected agencies, we will work with you on any necessary MOUs.

Sincerely,

Galen Benshoof
Enterprise Director of Employee Insurance

cc: Elizabeth Blomberg
Jennifer Ziegler
Blake Chaffee

Letter 19