

## MAPE Tentative Agreement Language with Noted Changes 2023

Update Current Contract Cycle (23-25) and Table of Contents to reflect final agreement.

--

Technical changes of the effective year.

--

### ARTICLE 1 – ASSOCIATION RECOGNITION

#### Section 1. Recognition.

This includes employment service that exceeds: 1) ~~the lesser of~~ fourteen (14) hours per week or 35% of the normal full-time work week, whichever is less; and 2) more than sixty-seven (67) work days per year. Supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179A.01 through 179A.25, are not covered by this Agreement.

--

### ARTICLE 8: DISCIPLINE AND DISCHARGE

Section 6. Unclassified Employees. The termination of unclassified employees is not subject to the arbitration provisions of this Agreement, unless otherwise specified in this Agreement. When practicable, the Appointing Authority shall notify a temporary unclassified employee a minimum of twenty-one (21) days prior to the ~~scheduled~~ end of their appointment as to whether the position will be: ended as scheduled, ended early, converted to classified, or extended in accordance with the contract and statute. However, such provision shall not be grievable or arbitrable.

#### **NEW SECTION: TERMINATION OF UNCLASSIFIED APPOINTMENT EARLY**

Section (NEW). Early Termination of Unclassified Appointment. At the Appointing Authority's discretion, an employee on notice that their unclassified appointment will end before the scheduled end date may continue in payroll status for forty (40) hours of paid leave. Such leave shall not extend beyond the employee's original scheduled unclassified end date. Such leave shall not be subject to the provisions of Article 14, Section 5, Reinstatement After Leave.

--

#### Section 7. Personnel File.

Upon written request, Each employee shall be furnished with a copy of all evaluative and disciplinary entries into their personnel file and shall be entitled to have their written response included therein. All disciplinary entries, except discharge, in the employee's personnel file shall state the corrective action expected of the employee

--

Upon written request of the employee, a written reprimand shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of eighteen (18) months following the date of the written reprimand. Upon written request of the employee, a written record of a suspension of ten (10) days or less shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of three (3) years following the beginning date of the written suspension. Discipline that becomes eligible for removal, based upon this provision, shall not be used as a basis for any subsequent discipline of the employee.

--

Upon request of the employee, a written reprimand shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of eighteen (18) months following the date of the written reprimand. Upon request of the employee, a written record of a suspension of ten (10) days or less shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of three (3) years following the beginning date of the written suspension. Discipline that becomes eligible for removal, based upon this provision, shall not be used as a basis for any subsequent discipline of the employee. Upon mutual agreement between the Employer and Association, the removal of the discipline, as listed in Section 3, from the employee's personnel file shall constitute the resolution of any applicable outstanding grievances.

--

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

### **Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: NEW Section. Employees who Voluntarily Separate.**

Employees who Voluntarily Separate. Employees who voluntarily terminate their employment will have their grievances immediately withdrawn unless such grievance directly affects their status upon termination or a claim of vested money interest, in which cases the employee may benefit by any later settlement of a grievance in which they were involved. The immediate withdrawal of these grievances will occur upon mutual agreement between the Appointing Authority and Association.

--

### **Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles: NEW Section. Discipline Removed from Personnel File.** Renumber remaining sections.

Discipline Removed from Personnel File. Upon mutual agreement between the Employer and the Association, the removal of discipline, at the request of the employee from their personnel file, shall constitute the resolution of any applicable outstanding grievances.

--

**Section 2. Operating Terms, Time Limits, and General Principles. C. General Principles. 5. Release Time.**

The Association Steward(s) and the grieving employee(s) as specified in 6 below shall be allowed a reasonable amount of time without loss of pay during working hours to investigate and present the employee's grievance(s) to the Appointing Authority. However, reasonable time off without loss of pay shall not include travel time if the travel time to and from exceeds thirty (30) minutes. Notwithstanding the foregoing, the Chief Association Steward and the Chief designee in each greater Minnesota Region shall be allowed up to one hour and thirty minutes travel time for the purposes described herein. The Association Steward(s) involved and the grieving employee shall not leave work or disrupt departmental routine to investigate and present grievances without first requesting permission, from their immediate supervisor(s), which shall not be unreasonably withheld.

One grievant or Association Steward shall be allowed a reasonable amount of time without loss of pay to attend a scheduled grievance mediation during their regular work hours. Reasonable time off without loss of pay shall include only the period of time spent attending the grievance mediation with the designated mediator.

--

**Section 3. Procedure. Information Grievance. Add "in writing" as an option.**

**Informal Grievance.** An employee who has a grievance may bring it to their supervisor's attention orally or in writing, indicating that it is a grievance. The employee may discuss the grievance with their supervisor in an attempt to reach a satisfactory resolution.

--

**Section 3. Procedure. Information Grievance. Step 2. Clarify titling on where step 3 grievances (intent to arbitrate) are sent. No change to process as it is now.**

... If, as a result of the written response, the grievance remains unresolved, the Association may appeal the grievance in writing and within thirty (30) calendar days after the Appointing Authority or designee's written answer is given or due to arbitration by written notice to the ~~Assistant~~ State Negotiator or designee.

--

**ARTICLE 10 - VACATION LEAVE.**

**Section 2. Accruals**

...

An eligible employee who moves without a break in service to a MAPE position from any other position in any branch of Minnesota State government shall have their accumulated but unused vacation leave transferred, provided that the total amount of accumulated vacation does not exceed two hundred and seventy-five (275) hours.

At the discretion of the Appointing Authority, employees who are hired into State service ~~from another~~

~~public sector employer, including the United States Armed Forces, or from a private sector employer in a position directly related to the employee's current State position, and who were in a vacation-eligible position with that employer may be granted length of service credit in an amount up to total years of previous work related to the employee's current State position in an amount determined by the Appointing Authority. the length of time employed by the previous employer. At the Appointing Authority's discretion and in an amount determined by the Appointing Authority, current bargaining unit employees may request consideration for length of service credit in an amount up to total years of previous work related to the employee's current State position.~~

~~Length of service credit shall be subject to the following conditions:~~

- ~~1. There must be evidence to establish that the employee was employed by another public sector employer, tribal government, or by a private sector employer in a position directly related to the employee's current State position within four (4) years of the date the State hired the employee; current bargaining unit employees may request consideration for previous employment as described in this paragraph;~~
- ~~2. The employee must have been in a vacation-eligible position with the previous employer;~~
- ~~3. The employee must provide the necessary documentation demonstrating their previous vacation eligibility status;~~
- ~~4. The amount of the length of service credit granted is at the discretion of the Appointing Authority.~~

--

## **Section 2. Accruals.**

~~Effective July 9, 1975, f~~For purposes of determining an employee's accrual rate, periods of suspension or unpaid non-medical leaves...

~~Effective February 17, 1994, l~~Leave time for service to the Association in any capacity shall not be deducted for purposes of determining an employee's vacation accrual rate.

An eligible employee reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement from any branch of Minnesota State government, shall accrue vacation leave with the same credit for length of service that existed at the time of such separation. This method shall not be used to change any length of service requirements determined prior to July 1, 1983.

--

## **ARTICLE 11 - HOLIDAYS**

Section 6. Religious Holidays. Add language clarifying that hours made up must be within the FLSA work week for non-exempt employees.

Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave, floating holiday leave, accumulated compensatory time or, by mutual consent is able to make up the time, provided that non-exempt employee makes up the time within the FLSA work week in which the religious holiday falls.

--

## ARTICLE 12 - SICK LEAVE.

### Section 3. Sick Leave Use. B. Others

- B. Others. Sick leave shall also be granted with pay for the following reasons.
1. ~~Illness of the following persons: employee's spouse, dependent children, adult children, stepchildren, foster children, (including wards and children for whom the employee is the legal guardian, parent, stepparent), parent, grandparent, father-in-law, mother-in-law, brother or sister, or grandchild for such periods as the employee's attendance may be necessary. Sick leave may also be used for the illness or injury of other family members as provided by state law.~~
  2. ~~Illness of a minor child, whether or not the child lives in the employee's household, for such periods as the employee's attendance may be necessary.~~
  3. ~~To accompany the employee's spouse, minor or dependent children, stepchildren, and foster children (including wards and children for whom the employee is the legal guardian), to dental or medical appointments for such reasonable periods as the employee's attendance is necessary.~~
  4. ~~To arrange for necessary nursing or hospice care for members of the family as described in paragraphs B(1) and B(2) above regardless of the family member's location of residence. Sick leave for this reason shall be limited to not more than five (5) days.~~
  5. ~~Birth of adoption of a child. Sick leave for this reason shall be limited to not more than five (5) days.~~
  6. ~~With prior notice, an employee may use sick leave to accompany a parent to a medical and/or dental appointment.~~
  1. Illness of an employee's family member for such periods as the employee's attendance may be necessary. Sick leave may also be used for the illness or injury of other family members as provided by state law. 'Family member' is defined as defined in the final engrossment of S. F. 3035 Article 12, sec. 4, subd. 7 as presented to the Governor on May 23, 2023.
  2. To accompany the employee's family member to dental or medical appointments for such reasonable periods as the employee's attendance is necessary. 'Family member' is defined as defined in the final engrossment of S. F. 3035 Article 12, sec. 4, subd. 7 as presented to the Governor on May 23, 2023.
  3. To arrange for necessary nursing or hospice care for an employee's family member. Sick leave for this reason shall be limited to not more than five (5) days. 'Family member' is defined as defined in the final engrossment of S. F. 3035 Article 12, sec. 4, subd. 7 as presented to the Governor on May 23, 2023.
  4. With prior notice, an employee may use sick leave to accompany a family member to a medical and/or dental appointment. 'Family member' is defined as defined in the final engrossment of S. F. 3035 Article 12, sec. 4, subd. 7 as presented to the Governor on May 23, 2023.
  5. Birth or adoption of a child. Sick leave for this reason shall be limited to not more than five (5) days.

...

### Section 3: Sick Leave Use

- E. **Bereavement Leave.** The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, the domestic partner ~~(same and opposite sex)~~, parents and grandparents of the spouse or parents/step parents, grandparents, guardian, children, child to whom the employee stands in loco parentis or de facto parent, son-in-law, daughter in-law, grandchildren, brothers, sisters, stepbrothers, stepsisters, wards, or stepchildren of the employee, or an individual who had a personal relationship with the employee that created an expectation and reliance that the employee care for the individual as family, whether or not the employee and the individual resided together. ~~In addition, sick leave, limited to eight (8) hours, shall be granted in the case of the death of a parent of the employee's minor child.~~ The supervisor shall make a reasonable effort to adjust the hours of an employee in order to permit their attendance at the funeral of a co-worker.

--

#### E. Bereavement Leave

[...]

Employees who experience a stillbirth or the death of their child within the time-period they would otherwise be eligible to use Paid Parental Leave (PPL) under the conditions of Article 14, Section 2 (O) are eligible to use PPL.

--

### **ARTICLE - 14, LEAVES OF ABSENCE**

#### **Section 2. Leaves with Pay. C. Emergency Leave**

Emergency Leave. As provided by Minnesota Statutes 43A.05 Subd. 4, the Commissioner of Minnesota Management & Budget, after consultation with the Commissioner of Public Safety, may excuse employees from duty with full pay in the event of a natural or man-made emergency if continued operation would involve a threat to the health or safety of the individuals.

--

### **SECTION 2: LEAVES WITH PAY**

**(NEW).** Early Termination of Unclassified Appointment. See Article 8, Section 7. Such leave shall not be subject to the provisions of Section 5, Reinstatement After Leave, of this Article.

--

**Section 3. Unpaid Leaves of Absence.** Statutory leaves are listed in Appendix M.

...

- F. Medical. Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay shall be granted by the Appointing Authority for up to one (1) year because of sickness or injury to the employee. Upon the request of a temporary unclassified employee who has exhausted all accrued sick leave, a leave of absence without pay may be granted by the Appointing Authority for up to six (6) months because of sickness or injury to the employee. At the request of the employee, this leave may be extended at the discretion of the Appointing Authority. An employee requesting a medical leave of absence shall be required to furnish evidence of disability to the Appointing Authority. When the Appointing Authority has evidence that an

employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish such reports as are required by the Appointing Authority, the Appointing Authority shall have the right to require the employee to return to work on a specified date.

--

### **Section 3. Unpaid Leaves of Absence. D. Association Leave**

Upon advanced written request of the Association to the State Negotiator or designee, leave shall be granted to employees who are elected or appointed by the Association to serve on the Association's Master Negotiating Team.

--

## **ARTICLE 15 - SENIORITY**

### **Section 1. Definitions. D. Classification Seniority. 4. Reallocations.**

Class seniority for employees whose positions are reallocated to an equal or lower class ~~after July 1, 1981~~, shall include service in the class from which they were reallocated, regardless of whether or not the class is a related class in accord with this section.

--

### **Section 2. Seniority Earned Under Previous Collective Bargaining Agreements.**

Employees shall continue to have their seniority calculated ~~as provided~~ under the ~~1981-1983~~ collective bargaining agreement or memoranda of understanding except as specifically provided elsewhere in this Agreement.

--

### **Section 3. Seniority Rosters.**

No later than November 30 and May 31 of each year, the Appointing Authority shall prepare and post seniority rosters on official physical or electronic bulletin boards for each of its seniority units...

--

## **ARTICLE 16, VACANCIES, FILLING OF POSITIONS**

### **Section 1. Definition of Vacancy.**

A vacancy is defined as a non-temporary (more than 12 months) opening in the classified service which the Appointing Authority determines to fill. A vacancy is not created by reassignment within thirty-five (35) miles to the same classification or reassignment over thirty-five (35) miles to the same classification that is mutually agreed upon by the Appointing Authority and employee and with notice to the Association.

--

**Section 2. Permanent Reassignment.**

Whenever the Appointing Authority determines to make a permanent reassignment within thirty-five (35) miles, the Appointing Authority shall, before the reassignment is effected, consider (but not be limited to) the following:

- A. The employee's ability to perform the job;
- B. The employee's qualifications to perform the job;
- C. The employee's interest in the job;
- D. The employee's current workload;
- E. The employee's Classification/Class Option Seniority.

Notwithstanding the above, upon written request of an employee, and notice to the Association, the Appointing Authority may make a permanent reassignment outside thirty-five (35) miles. Any change of residence pursuant to such reassignment shall be voluntary for the purposes of Article 19. Relocation Allowances.

--

**Section 3. Job Posting and Interest Bidding.**

... employment condition, and location of the vacancy. ~~A copy of the posting shall be furnished to the Association.~~ Upon notice to the Association, the vacancy need not be posted if no one is eligible to bid. The Association may post copies of any electronic postings on their designated Association bulletin board.

--

**Section 3. Job Posting and Interest Bidding.**

~~For informational purposes only: if a vacancy is canceled during or after its posting period, the Appointing Authority shall post the cancellation.~~

--

**ARTICLE 18. EXPENSE ALLOWANCES.**

**Section 5. Meal Allowances. D. Reimbursement Amount.**

**Reimbursement Amount.**

Except for the ~~metropolitan areas listed below~~ high cost localities identified by the Internal Revenue Service (IRS) (excluding those in Minnesota), the maximum reimbursement for meals including tax and gratuity, shall be:

Breakfast	\$ <del>119</del> .00
Lunch	\$ <del>134</del> .00
Dinner	\$ <del>196</del> .00

For high cost localities as identified by the IRS (specifically excluding any cities within Minnesota), the maximum reimbursement shall be: For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$ <del>124</del> .00
-----------	-----------------------



Lunch            \$153.00  
Dinner           \$230.00

~~The metropolitan areas are:~~

<del>Atlanta</del>	<del>Baltimore</del>
<del>Boston</del>	<del>Chicago</del>
<del>Cleveland</del>	<del>Dallas/Fort Worth</del>
<del>Denver</del>	<del>Detroit</del>
<del>Hartford</del>	<del>Houston</del>
<del>Kansas City</del>	<del>Los Angeles</del>
<del>Miami</del>	<del>New Orleans</del>
<del>New York City</del>	<del>Philadelphia</del>
<del>Portland, OR</del>	<del>San Diego</del>
<del>San Francisco</del>	<del>Seattle</del>
<del>St. Louis</del>	<del>Washington, D.C.</del>

~~See Appendix L for details related to the boundaries of the above-mentioned metropolitan areas.~~

~~The metropolitan areas also include any location outside the forty-eight (48) contiguous United States.~~

Employees who meet the eligibility requirements for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement amount for the eligible meals.

--

**Section NEW. Permanently Closed Work Location.** Where an Appointing Authority permanently closes a work location and assigns the employee to a new permanent work location outside thirty-five (35) miles, and the employee is approved to telework, the employee shall be eligible for mileage reimbursement at the rate according to Section 3. Vehicle Expense when the employee is required by the Appointing Authority to report in-person to the new permanent work location or any required Appointing Authority work location (e.g., field assignment). The allowable mileage shall be as follows:

- A. Mileage from the Appointing Authority's permanently closed work location or employee's approved telework location to the new permanent work location, whichever is lesser; or
- B. Mileage from the Appointing Authority's permanently closed work location or employee's approved telework location to any required Appointing Authority approved work location (e.g., field assignment), whichever is lesser.

The employee shall no longer be eligible for mileage under this provision upon leaving the position which the employee occupied at the time the Appointing Authority permanently closed the work location, for periods of time the Appointing Authority determines the employee is not approved to telework, or where the Appointing Authority cancels the employee's telecommuting plan.

Where the Appointing Authority cancels the employee's telecommuting plan and the employee must report in-person to the new permanent work location, the employee shall have the option to either

report in-person to the new permanent work location, or to be laid off. If the employee chooses to be laid off, the layoff and recall provisions of Article 17 – Layoff and Recall apply.

--

## **ARTICLE 20 - INSURANCE**

### **Section 3. Eligibility for Employer Contribution. C. Special Eligibility. 4. Corrections Early Retirement Incentive.**

#### **4. Corrections Early Retirement Incentive.**

- a. **Corrections Early Retirement Incentive Options.** Any employee who is employed in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) shall be eligible to retire under one of the following Corrections Early Retirement Incentive programs if the conditions for eligibility as set forth in Section 3C4b below are met.

1. **Pre-Fifty-Five Corrections Early Retirement Incentive.** Any employee who attains the age of fifty (50) after the effective date and before the expiration date of the contract and who in the preceding three (3) years of their retirement is employed in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) and who retires at or after their fiftieth (50th) birthday but before their fifty-fifth (55th) birthday shall be entitled to participate in the Pre-Fifty-Five (55) Corrections Early Retirement Incentive in accordance with the provisions set forth in Section 3C4b below.

Notwithstanding any changes in coverage in accordance with this or a subsequent Agreement, the Employer contribution for health and dental insurance shall be equal to one hundred twenty (120) times the amount of the monthly Employer contribution applicable to that employee at the time of their retirement, divided by the number of months until the employee attains the age of sixty-five (65).

2. **Post-Fifty-Five Corrections Early Retirement Incentive.** Any employee who attains the age of fifty-five (55) after the effective date and before the expiration date of the contract and who in the preceding three (3) years of their retirement is employed in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) may opt during the pay period in which their fifty-fifth (55th) birthday occurs or any time thereafter until the employee attains the age of sixty-five (65) to participate in the Post-Fifty-Five Corrections Early Retirement Incentive in accordance with the provisions set forth in Section 3C4b below.

The eligible employee shall receive the Employer-paid portion of medical and dental insurance paid by the Employer ~~for full-time employees in the pay period of their retirement~~ for themselves and their enrolled dependents until the employee attains the age of sixty-five (65). ~~However, the monthly Employer-paid portion of the medical/dental premium shall not increase by more than fifty dollars (\$50) above the monthly amount paid by the Employer at the time of their retirement in the pay period the employee is receiving the Corrections Early Retirement Incentive. Increases to the Employer-paid portion of the medical/dental premium that exceed fifty dollars (\$50) shall be paid by the employee.~~

--

## ARTICLE 24 - WAGES

**Section 3. First Year Wage Adjustment.** Effective July 1, 202~~3~~<sup>4</sup>, all salary ranges and rates for classes covered in this Agreement shall be increased by ~~two and a half percent (2.5%)~~ five and one half percent (5.5%), rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in Appendix E-1. Employees shall convert to the new compensation grid as provided in Section 2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

**Section 4. Second Year Wage Adjustment.** Effective July 1, 202~~4~~<sup>2</sup>, all salary ranges and rates shall be increased by ~~two and a half percent (2.5%)~~ four and one half percent (4.5%), rounded to the nearest cent. Salary increases provided by this Section shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class. The compensation grids for classes covered by this Agreement are contained in Appendix E-2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

--

### **NEW Section 7. Incentives.**

Incentives. The Appointing Authority may create and use incentive program(s). In order to offer incentives, the Appointing Authority must first develop a policy that governs the eligibility and parameters of the program, send notification to the Association, and must obtain approval from Minnesota Management and Budget.

### **Bilingual/Multilingual/Sign Language Differential (Pilot)**

**Section 9. Bilingual/Multilingual/Sign Language Differential (Pilot).** At the Appointing Authority's discretion, position(s) that communicate with the public in a recognized and approved language other than English (including Braille or American Sign Language (ASL)), on a recurring or specific basis may be eligible for this differential...

This provision ~~becomes effective upon the contract's successful ratification by the legislature, and~~ will sunset upon the ratification of the 202~~5~~<sup>3</sup> – 202~~7~~<sup>5</sup> contract.

--

--

### **New Section X. Student Loan Reimbursement.** Insert entirely new section below before Section 11. Injury on Duty. [In full redline – based on Letter 15]

- A. **Employee Request and Appointing Authority Discretionary Approval.** An employee may request and an Agency may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.

- B. Exclusion. Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee’s license or credentials.
- C. Payment Reimbursement Amounts. 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.
- D. Employee Length of Service Requirements. Employees must have been employed by the Employer for at least eighteen (18) months in a part-time or full-time position and be anticipated to work at least one thousand forty-four (1,044) hours per year.
- E. Employee Retention Requirement. 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. Retention and repayment requirements do not apply in the case of death or layoff of the employee who received the student loan reimbursement.
- F. Reimbursement Schedule. Loan reimbursement payments may be disbursed ~~once or twice yearly, in accordance~~ with a disbursement schedule determined by the Agency.
- G. Documentation of Student Loan Payments Made Required. The employee must provide documentation of actual student loan payments made within the twelve (12) months immediately prior to requesting student loan payment reimbursement. 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.
- H. ~~If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.~~
- I. This provision is not subject to the grievance procedure.
- J. This provision becomes effective upon the ratification of the Agreement. ~~’s successful ratification by the legislature, and will sunset upon the ratification of the 2023 – 2025 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.~~

--

## **ARTICLE 27 - HOURS OF WORK AND OVERTIME.**

**Section 1. General Provisions. E. Part-Time Employment.** Retitle to “Full-Time and Part-Time Employment Changes.” Allow for changes in hours at the employee’s request and with mutual agreement.

### **Full-Time and Part-Time Employment Changes.**

**Permanent Reduction or Increase.** Full-time employees desiring to work less than full-time and part-time employees desiring to work full-time may do so pursuant to a mutual agreement with the Appointing Authority, the Association and the employee.

Temporary Reduction or Increase. Full-time employees desiring to work less than full-time and part-time employees desiring to work full-time, on a temporary basis not to exceed twelve (12) months, may do so pursuant to a mutual agreement with the Appointing Authority and the employee.

Post-Military Leave Reduction. Full-time employees who are Veterans returning from a military leave of absence desiring to work less than full time shall be granted the opportunity to work part-time for up to three (3) months. Veterans may supplement the hours they are not working with vacation or compensatory leave as available.

--

### **Section 1, General Provisions, j. Telecommuting Plans**

**Section 1. General Provisions.** The following provisions apply to all employees covered by the terms of this Agreement.

...

- J. Telecommuting Plans. Telework provides a broad array of benefits to state agencies and their employees. Telework can provide state agency employees flexible work environment arrangements that are consistent with business needs. If a request to telecommute is denied, upon request of the employee, the Appointing Authority shall provide the employee the reason(s) for the denial of the request. When practicable, the Appointing Authority shall provide the employee fourteen (14) days' notice prior to changing or cancelling an employee's telecommuting arrangement.
1. **Telecommuting Plan Concerns (Pilot).** If an employee has concerns over their telecommuting determination(s), the employee may request and shall be granted a meeting to discuss their concerns with the Appointing Authority.

~~This Telecommuting Plan Concerns Pilot program becomes effective upon this Agreement's approval by the legislative coordinating commission under M.S. 3.855, subject to ratification by the legislature, and will sunset upon approval under M.S. 3.855 of the parties' 2023 – 2025 agreement.~~

Prior to a supervisory/managerial change or denial to an employee's telecommuting plan, the Appointing Authority shall first meet with the employee regarding the change or denial.

An employee may appeal changes or the denial of their telecommuting plan by their supervisor/manager to the Appointing Authority within thirty (30) days of the date the employee's telecommuting plan is changed or denied.

An Association Representative may be present at any of the meetings or appeal identified in this Section, if requested by the employee.

This section is not subject to the grievance procedure.

--

**ARTICLE 34 - DURATION**

Technical date, session number, and signature changes.

--

**APPENDIX D – SENIORITY UNITS**

---

Veterans Affairs, Department of	Veterans Affairs Central Office and Program and Services - Hastings Veterans Home - Silver Bay Veterans Home - Luverne Veterans Home - Fergus Falls Veterans Home - Minneapolis Veterans Home <del>- Bemidji Veterans Home</del> <del>- Montevideo Veterans Home</del> <del>- Preston Veterans Home</del>
---------------------------------	---

---

--

---

Minnesota State (formerly MnSCU – Minnesota State College and University Units)	<ul style="list-style-type: none"><li>• Alexandria Technical <del>&amp; and</del> Community College</li><li>• <del>Alexandria Technical and Community College – Distance Minnesota</del></li><li>• Anoka Technical College</li><li>• Anoka-Ramsey Community College (Coon Rapids/Cambridge Campuses)</li><li>• Bemidji State University</li><li>• Central Lakes College (Brainerd/Staples Campuses)</li><li>• Century College</li><li>• Dakota County Technical College</li><li>• Fond du Lac Tribal and Community College</li><li>• Hennepin Technical College (Brooklyn Park/Eden Prairie Campuses)</li><li>• <del>Hibbing Community College – (including Paulucci Space Theatre)</del></li><li>• Inver Hills Community College</li><li>• <del>Itasca Community College</del></li><li>• Lake Superior College</li><li>• <del>Mesabi Range Community and Technical College</del></li><li>• Metropolitan State University (Brooklyn Park, Midway, Minneapolis, and Saint Paul)</li><li>• Minneapolis <del>Community and Technical</del> College</li></ul>
---	---

---

	<ul style="list-style-type: none"> <li>• Minnesota State College Southeast - Red Wing</li> <li>• Minnesota State College Southeast - Winona</li> <li>• Minnesota State Community and Technical College – Detroit Lakes</li> <li>• Minnesota State Community and Technical College – Fergus Falls</li> <li>• Minnesota State Community and Technical College – Moorhead</li> <li>• Minnesota State Community and Technical College – Wadena</li> <li>• Minnesota State University, Mankato</li> <li>• Minnesota State University, Moorhead</li> <li>• Minnesota West Community and Technical College - Canby (including Marshall)</li> <li>• Minnesota West Community and Technical College - Granite Falls</li> </ul>
<p>Minnesota State (formerly MnSCU – Minnesota State College and University Units)</p>	<ul style="list-style-type: none"> <li>• Minnesota West Community and Technical College - Jackson</li> <li>• Minnesota West Community and Technical College - Pipestone (including Luverne)</li> <li>• Minnesota West Community and Technical College - Worthington</li> <li>• <a href="#"><u>Minnesota North College - Hibbing- (including Paulucci Space Theatre)</u></a></li> <li>• <a href="#"><u>Minnesota North College - Itasca</u></a></li> <li>• <a href="#"><u>Minnesota North College -Mesabi Range</u></a></li> <li>• <a href="#"><u>Minnesota North College - Rainy River</u></a></li> <li>• <a href="#"><u>Minnesota North College - Vermilion</u></a></li> <li>• Normandale Community College</li> <li>• North Hennepin Community College</li> <li>• Northland Community and Technical College – East Grand Forks</li> <li>• Northland Community and Technical College – Thief River Falls</li> <li>• Northwest Technical College - Bemidji</li> <li>• <del>Northwest Technical College –Perham</del></li> <li>• Pine Technical and Community College</li> <li>• <del>Rainy River Community College</del></li> <li>• Ridgewater College - Hutchinson</li> <li>• Ridgewater College – Willmar</li> <li>• Riverland Community College, (including Albert Lea, Austin, and Owatonna)</li> </ul>

- Rochester Community and Technical College
- St. Cloud State University
- St. Cloud Technical and Community College
- ~~St.~~ Saint Paul College
- South Central College - Faribault
- South Central College - North Mankato/~~Mankato~~
- Southwest Minnesota State University
- System Office
- ~~Vermilion Community College~~
- Winona State University

--

**Letter 11**

**Phased Retirement (Pilot)**

~~July 22, 2021~~ 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 20~~23~~<sup>19</sup>-20~~21~~<sup>25</sup> Agreement, the parties agreed to extend thea 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 202~~35~~ -- 202~~57~~ successor agreement is implemented.

Sincerely,



Amanda Johnson  
Labor Relations Consultant

cc: ~~Kristin Batson~~ [Erin Campbell](#)  
Jennifer Claseman

Letter 11

--

**Letter 14**

**Recruiting Incentive, Employee Referral Incentive, and Equity Adjustments (Pilot)**

~~July 22, 2021~~ [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 20~~2319~~-20~~2521~~ Agreement, the parties ~~discussed and~~ 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 202~~53~~ – 202~~75~~ 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 202~~53~~ – 202~~75~~ 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 202~~53~~ – 202~~75~~ contract.

Sincerely,



Amanda Johnson  
Labor Relations Consultant

cc: Kristin Batson [Erin Campbell](#)

Jennifer Claseman  
Dori Leland

Letter 14

--

[Note: the deletion of this letter is connected to the insertion of a new section in Article 24 on Student Loan Reimbursement]

Delete Letter 15 - Student Loan Reimbursement Pilot Opt-in (July 22, 2021)

--

**Letter 16 Safety Footwear**

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 4

State of Minnesota

--