

MEMORANDUM OF UNDERSTANDING -- June 2011

Submitted by mcody on June 19, 2011 - 1:53pm

MEMORANDUM OF UNDERSTANDING

BETWEEN

STATE OF MINNESOTA

AND

MINNESOTA STATE COLLEGES AND UNIVERSITIES

AND

MN AFSCME COUNCIL 5, AFL-CIO

MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

MIDDLE MANAGEMENT ASSOCIATION

STATE RESIDENTIAL SCHOOLS EDUCATION ASSOCIATION

MINNESOTA NURSES ASSOCIATION

MINNESOTA LAW ENFORCEMENT ASSOCIATION

MINNESOTA GOVERNMENT ENGINEERS COUNCIL

This Memorandum of Agreement is entered into this ____ day of June 2011 to address issues related to the potential shutdown of state government in the event that the Minnesota Legislature does not appropriate funding for State Agencies before July 1, 2011 or in the event that the MNSCU Board of Trustees determines that funds are no longer available to continue operation. The provisions below apply only to the term of any state shutdown which begins in 2011 and supersede any provisions to the contrary in the respective Collective Bargaining Agreements.

1. The provisions of this Memorandum of Understanding apply only to those employees laid off as a result of the shutdown. Employees who continue to work in critical positions shall continue to be covered by all provisions of the appropriate Collective Bargaining Agreement except as specifically provided elsewhere in this Memorandum.

2. Whenever possible and practicable, contract employees will not be retained to perform critical services if an otherwise qualified state employee is immediately able and available to perform the duties of the critical position/assignment.
3. Following the determination by a court of services deemed critical, the assignment of employees to positions that will perform the critical services shall be by:
 - a. Seniority for Units 1 & 8;
 - b. For all other bargaining units, seniority provided that the senior employees are capable and qualified to perform the assigned work at the time of the assignment;
 - c. Employees not assigned to critical positions shall be laid off or placed on involuntary unpaid leave of absence.
4. Employees laid off or placed on an involuntary unpaid leave of absence as a result of the shutdown shall not be eligible for payment for accrued vacation, compensatory time or severance pay.
5. All employees who are laid off or placed on involuntary leave of absence as a result of the shutdown and who at the time are eligible to participate in insurance coverage offered through State Employee Group Insurance Program (SEGIP) will remain eligible. This includes eligible employees with less than three (3) continuous years of service and unclassified employees.
 - a. The Employer agrees to maintain an employer contribution to insurance coverage offered through SEGIP at the contribution rate in effect immediately prior to the shutdown for all eligible employees laid off or placed on involuntary leave of absence for the duration of any state shutdown. Employer contributions may change in a manner consistent with changes in coverage due to life events.
 - b. The premium deductions for eligible employees' share of the July premium shall be taken in the paychecks received on July 1, 2011 and July 15, 2011. If there is not sufficient money in the July 15, 2011 check to cover the employee share, it will be billed pursuant to item c below.
 - c. Eligible employees who are enrolled in basic and/or optional coverage shall not be required to pay their share of the premium until they return to work after recall from layoff or involuntary unpaid leave of absence due to the shutdown. Amounts owed shall be paid through payroll deduction out of the check reflecting hours worked in the second and third full payroll periods following return of the employee to payroll status. Employees whose paychecks are insufficient to collect the premiums or separate from state service prior to full collection of premiums owed to the state will be billed any premium in arrears and be provided 30 days in which to pay before retroactive cancellations would be applied. Any pretax contribution allowed under law must be collected within the calendar year 2011. This section (item 5c) will remain in effect on the condition that SEGIP plans remain solvent.

6. Those employees who, during the month of June 2011, provided notice of intent to voluntarily separate from their employment with the State or MNSCU by June 30, 2011 and who have not yet separated may rescind their voluntary separation notice by providing written notice to the State or MNSCU by 5 p.m. on June 29, 2011.

7. All employees shall be recalled to work from layoff or an involuntary unpaid leave of absence and will be returned to the position/assignment held immediately prior to the shutdown.

a. Employees shall make every effort to report to work on the date indicated in the recall notice, oral, written or electronic. In any event, employees shall report no later than three (3) working days after that date or at another date as mutually agreed to by the employee and the supervisor/designee.

b. Subsequent to the shutdown, if any permanent layoff occurs such layoff shall occur only after the employee is recalled to work after the shutdown; such layoff shall be subject to the provisions of the applicable Collective Bargaining Agreement.

c. Contract provisions requiring advance schedule posting for recalled employees shall be waived for one full payroll period following recall.

8. All time on layoff or involuntary leave of absence as a result of the shutdown shall be considered as continuous service for purposes of determining length of service for vacation accruals, seniority, severance pay eligibility, eligibility for insurance for part-time employees ("quarterly look back" language) and DNR seasonal employees who would have worked during the shutdown, and for length of service requirement for the employee contribution to the Health Care Savings Plan provided in the MAPE Collective Bargaining Agreement.

9. The employer agrees to waive the maximum vacation accrual cap of two hundred seventy five (275) hours for fiscal year 2011; however, once during fiscal year 2012, employees must reduce their accumulated unused vacation to 275 hours or less. If this is not accomplished on or before the last day of fiscal year 2012, the amount of the employee's vacation leave shall be automatically reduced to 275 hours at the end of the fiscal year.

10. Time on the layoff or involuntary unpaid leave of absence shall not be counted toward the length of the probationary period or trial period.

11. The parties agree that no grievances shall arise pertaining to the layoff notices given to the employees for the purpose of the 2011 shutdown and that this agreement does not set any precedent for future layoff notices.

12. The following shall apply regarding grievances:

a. Timelines for processing grievances filed prior to the start of shutdown or during the shutdown shall be extended for the period of the shutdown plus an additional 14 calendar days following the end of the shutdown.

b. Any arbitration which is scheduled to occur during the period of the shutdown shall be postponed and will be rescheduled as soon as possible following the end of the shutdown.

13. The provisions in this Memorandum represent the complete and total understanding of the parties related to the potential 2011 shutdown and shall not set a precedent.

14. The end of the shutdown is understood by the parties to mean the date on which the last employee laid off or placed on an involuntary unpaid leave of absence due to the shutdown has been recalled to work.

15. Except for provisions in #1, 5, 8, 9, 10, and 12, this Memorandum shall expire at the end of the shutdown.

16. This Memorandum of Understanding is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereunder having the force and effect of law. In the event that any provision of this MOU is found to be inconsistent with such statutes, rules, or regulations, the provisions of the latter shall prevail. If any provision of this MOU is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such provisions shall be considered void, but all other valid provisions shall remain in full force and effect.