

**AGREEMENT**

**between the**

**STATE OF MINNESOTA**

**and the**

**MIDDLE MANAGEMENT ASSOCIATION**

**July 1, 2019 through June 30, 2021**

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## **PREAMBLE**

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This Agreement is made and entered into this 24th day of September, 2019, by and between the State of Minnesota, hereinafter referred to as the Employer, and the Middle Management Association, hereinafter referred to as the Association or "MMA."

If the parties mutually agree during the term of this Agreement, this Agreement may be supplemented by such additional provisions relating to departmental issues as the parties of this Agreement deem appropriate. Failure of the parties to reach such supplemental agreement shall not be subject to the interest arbitration procedure as set out in the Minnesota Public Employment Labor Relations Act.

Any Agreement entered into after the execution date of this Agreement which is to be included as a part of this Agreement must be reduced to writing and must be signed by the parties to this Agreement.

## **ARTICLE 1 - ASSOCIATION RECOGNITION**

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**Section 1. Recognition.** The Employer recognizes the Association as the exclusive representative for all supervisors employed by the State of Minnesota for more than fourteen (14) hours per week and more than sixty-seven (67) working days per year as certified by the Bureau of Mediation Services Case Nos. 81-PR-5-A and 81-PR-222-A.

**Section 2. Disputes.** In the event of a dispute, assignment of supervisors to the appropriate bargaining unit shall be accomplished in accordance with Minn. Stat. 179A.10, Subd. 4.

**Section 3. Exclusive Recognition.** The Employer will not meet and negotiate with any other labor or employee organization or employee(s), concerning the terms and conditions of employment for supervisors covered by this Agreement. The Employer will not assist or otherwise encourage any other employee organizations which seek to bargain for supervisors covered by this Agreement.

## **ARTICLE 2 - DUES CHECKOFF**

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**Section 1. Payroll Deduction.** The Employer agrees to cooperate with Minnesota Management & Budget and the Association in facilitating the deduction of the regular biweekly Association dues for those supervisors in the unit who are members of the Association and who request in writing to have their regular biweekly Association dues checked-off by payroll deduction.

**Section 2. Hold Harmless.** The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this Article.

**Section 3. Dues Remission.** The aggregate deductions of all supervisors shall be remitted by the Employer together with an itemized statement to the Middle Management Association no later than ten (10) days following the end of each payroll period.

**Section 4. Supervisor Lists.** The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

## **ARTICLE 3 - EMPLOYER RIGHTS**

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It is recognized that except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer and its agencies in all of their various aspects, including but not limited to, the right to direct and assign employees; to plan, direct and control all the operations and services of the Employer; to schedule working hours; to determine whether goods and services should be made or purchased. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 4 - ASSOCIATION RIGHTS**

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**Section 1. Representatives.** The Association may designate for each work location in the bargaining unit a supervisor as Representative to function as steward. Upon execution of this Agreement and as changes occur thereafter, the Association shall notify the Appointing Authority of the names of the Association Representatives selected as provided in this Article, designating the work location they will be responsible for.

**Section 2. Representatives' Activities.** The Employer agrees that during working hours, on the Appointing Authority's premises within the Representatives' work location and without loss of pay, Representatives will be allowed reasonable time to post official Association notices, to distribute the Association newsletters, and to transmit communications authorized by the Association to the Employer as are required for the administration of this Agreement, provided, however, this activity does not interfere with normal work duties. The Association shall notify the Appointing Authority of those representatives, if any, who have authority to process or resolve grievances on a regular or case by case basis. The Representative shall first inform their superior of their impending departure and shall first receive approval to leave the work location.

**Section 3. Communication.** The Agency shall provide the Association access to communicate with members of the bargaining unit via electronic communication and meeting space, as available. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement, nor shall it contain material of a partisan political or inflammatory nature.

**Section 4. Notification.** When the Employer has determined that a position or classification in the supervisory unit is to be placed in the management schedule, the Employer shall notify the Association in advance of such placement.

## **ARTICLE 5 - STRIKES AND LOCKOUTS**

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**Section 1. Strikes.** The Association, its officers and agents, and the supervisors covered by this Agreement agree not to promote or support any strikes as defined in Minn. Stat. 179A.03, Subd. 16. Any supervisor who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

**Section 2. Lockouts.** No lockouts or refusal to allow supervisors to perform available work shall be instituted by the Employer and/or its Appointing Authorities during the life of this Agreement.

## **ARTICLE 6 - DISCIPLINE AND DISCHARGE**

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**Section 1. Purpose.** Disciplinary action may be imposed on supervisors only for just cause.

**Section 2. Disciplinary Action.** Discipline may include only the following, but not necessarily in this order:

1. Oral reprimand (not grievable)
2. Written reprimand
3. Suspension (paid or unpaid)
4. Suspension – equivalent reduction of vacation balance\*
5. Demotion
6. Discharge

\*The Appointing Authority may, in lieu of an unpaid suspension, issue a suspension by subtracting vacation hours from the employee's accumulated vacation balance in an amount equal to the unpaid suspension. The amount of vacation to be subtracted will be from one (1) to four (4) days.

If the Appointing Authority has reason to reprimand a supervisor, it shall be done in such a manner that will not embarrass the supervisor before other employees, supervisors, or the public.

When any disciplinary action more severe than an oral reprimand is intended, the Appointing Authority shall, before or at the time such action is taken, notify the supervisor in writing of the specific reason(s) for such action, with a copy to the Association Executive Director.

The Appointing Authority may discipline a supervisor before such notification is given if extenuating circumstances exist. The Appointing Authority will provide the supervisor with

such notification within one working day, exclusive of Saturdays, Sundays and holidays, after such action.

**Section 3. Investigatory Leave.** The Appointing Authority may place a supervisor who is the subject of an investigation on an investigatory leave with pay. The Appointing Authority shall as soon as practicable upon placing an employee on investigatory leave, notify the employee in writing of the reason(s) for such action. At the supervisor's request, four (4) years after an investigatory leave ends, the investigatory leave letter shall be removed from the supervisor's personnel file.

**Section 4. Investigatory Interview.** The Appointing Authority shall not meet with a supervisor for the purpose of questioning a supervisor during an investigation that may lead to discipline of that supervisor without first offering the supervisor an opportunity for MMA representation. Any supervisor waiving the right to such representation must do so in writing prior to the questioning. However, a supervisor may initially waive the right to representation orally in the case of a phone interview. A copy of such waiver shall be furnished to the Association. The supervisor shall be advised of the principal allegations being investigated and, if known, the alleged time and place of occurrence prior to questioning. However, if any supervisor, who is not the subject of the investigation, is being questioned during an investigation of resident/patient abuse, the supervisor, upon request, shall have the right to Association representation.

Notification of status of the investigation will normally be provided to the Association within thirty (30) days of the interview. Supervisors who are the subject of an investigation shall be notified of the Agency's final decision.

**Section 5. Discharge of Permanent Supervisors.** The Appointing Authority shall not discharge any permanent supervisor without just cause.

If the Appointing Authority believes there is just cause for discharge, the supervisor and the Association will be notified, in writing, that a supervisor is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The supervisor may request an opportunity to hear an explanation of the evidence against them and to present their side of the story and is entitled to Association representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the supervisor after the notice of discharge is delivered to the supervisor unless the supervisor and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The supervisor shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the supervisor was not in pay status at the time of the notice of discharge, for reasons other than an investigatory leave, the requirement to be in pay status shall not apply.

A supervisor found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties if appropriate or the decision of the arbitrator.

**Section 6. Unclassified Supervisors.** The termination of unclassified supervisors is not subject to the arbitration provisions of this Agreement.

The provisions of Section 1 of this Article shall not apply to this Section.

**Section 7. Personnel Records.** Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the supervisor and, if corrected, shall not be entered into the supervisor's personnel record.

Oral reprimands and letters of expectation shall not become a part of a supervisor's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the supervisor's personnel records.

Upon the request of the supervisor, a written reprimand shall be removed from the supervisor's personnel record provided that no further disciplinary action has been taken against the supervisor for a period of one (1) year following the date of the written reprimand.

Upon the request of the supervisor, a suspension of ten (10) days or less shall be removed from the supervisor's personnel record provided that no further disciplinary action has been taken against the supervisor for a period of three (3) years from the initial date of the suspension.

The contents of a supervisor's personnel office record shall be disclosed to them upon request and to the supervisor's Association Representative upon the written request of the supervisor. In the event a grievance is initiated under Article 7, the Appointing Authority shall provide a copy of any items from the supervisor's personnel office record upon the request of the supervisor.

Only the personnel office record may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the Appointing Authority from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Association.

Each supervisor shall be furnished with a copy of all evaluative and disciplinary entries into their personnel office record at or before the time such entry is placed in the record and shall be entitled to place their written response to such action in the personnel office record.

## **ARTICLE 7 - GRIEVANCE PROCEDURE**

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**Section 1. Definition of a Grievance.** For the purpose of this Agreement, a grievance shall be defined as a dispute or a disagreement as to the interpretation or application of any term or terms of this Agreement. Supervisors are encouraged to first attempt to resolve the matter on an informal basis with their immediate superior at the earliest opportunity. If the matter cannot be resolved to the supervisor's satisfaction by informal discussion, it shall then be settled in accordance with the following procedure.

The Association shall have the right to take up suspensions, demotions, and discharges at the second step of the Grievance Procedure and the matter shall be handled in accordance with this procedure, if so requested by the Association.

**STEP 1.** The grievance shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it was based, section or sections of the Agreement alleged to have been violated, and the relief requested and shall be presented to the grievant's immediate superior by an Association Representative or designee. Any alleged violation not processed to this step within twenty-one (21) calendar days of the first occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence should have knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived. Within ten (10) calendar days after receiving the written grievance, the grievant's immediate superior or the Appointing Authority's designee and the Association Representative shall arrange a meeting with or without the grievant, in an attempt to resolve the grievance. Failure to arrange a meeting within the above stated ten (10) calendar days shall require the Association to commence the next step filing within the succeeding ten (10) calendar days unless the parties mutually agree in writing to an extension. If the grievance remains unresolved after this meeting, the immediate superior's written answer to the grievance shall be given to the Association Representative within ten (10) calendar days of this meeting. The Association may appeal the grievance to Step 2 within ten (10) calendar days of the receipt of the immediate superior's answer.

**STEP 2.** Within ten (10) calendar days following the receipt of a grievance referred from Step 1, the Appointing Authority or designee shall arrange a meeting with the Association's designee in an attempt to resolve the grievance. Failure to arrange a meeting within the above stated ten (10) calendar days shall require the Association to commence the next step filing within the succeeding ten (10) calendar days unless the parties mutually agree in writing to an extension. Within ten (10) calendar days following this meeting, the Appointing Authority or designee shall respond in writing to the Association Representative stating the Appointing Authority or designee's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may refer the grievance within twenty (20) calendar days to Step 3. Any grievance not referred in writing by the Association to Step 3 within twenty (20) calendar days following receipt of the answer of the Appointing Authority or designee shall be considered waived.

**STEP 3.** If the grievance remains unresolved, the Association may, within twenty (20) calendar days after the response of the Appointing Authority or designee is due, by written notice to the Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator) request arbitration of the grievance. The arbitrator shall be selected pursuant to Section 2 of this Article and the hearing shall be scheduled on a date mutually agreeable to the arbitrator and the parties. A supervisor who is eligible and elects to use the procedure under M.S. 197.46 cannot use the arbitration provisions of this agreement.

**Section 2. Arbitration Panel.** The parties shall employ a list of three (3) permanent arbitrators to decide disputes arising under this collective bargaining agreement.

**Section 3. Arbitration Hearing Site.** The arbitration hearing site shall be determined by mutual agreement of the State Negotiator and Association. If mutual agreement cannot be reached, the hearing site shall be determined, in a pre-hearing conference, by the arbitrator chosen to hear the case.

**Section 4. Arbitrator's Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted to them. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit their decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the supervisor.

**Section 5. Fees and Expenses.** The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Appointing Authority and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If either party desires a transcription of the verbatim record, it shall pay for such transcription and provide a free copy to the arbitrator. Should the other party desire a copy of such transcription, it shall pay the service who took the verbatim record for such copy.

**Section 6. Time Limits.** If a grievance was not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be settled on the basis of the Appointing Authority or designee's last answer. If the Appointing Authority or designee does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Appointing Authority or designee and the Association at each step. By mutual agreement of the Appointing Authority and Association, the parties may waive Step 1.

**Section 7. Processing Grievances.** The Association Representative involved and the grieving supervisor shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from their immediate superior, which shall not be unreasonably withheld.

The Association Representative and the grieving supervisor shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises when a grievance is investigated or presented in Steps 1 and 2.

**Section 8. Expedited Arbitration.** The parties may choose to use the following expedited arbitration procedure which has been mutually agreed.

1. The parties will mutually agree on an arbitrator to be used in the expedited arbitration procedure.

In the event that the arbitrator becomes unable to discharge arbitral duties, or becomes unavailable subsequent to appointment, the parties shall select a replacement by mutual agreement.

2. Total case presentation time will not exceed three (3) hours. If the three (3) hour time limit is exceeded, the arbitrator may assess additional pro rata fees for the hearing time beyond three (3) hours. Pursuant to the Agreement between the parties "fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Appointing Authority and the Association."
3. The parties agree to meet and discuss each grievance within thirty (30) days of the date that an appeal to arbitration is received by the Labor Relations section of Minnesota Management & Budget to determine if the grievance is appropriate for expedited arbitration.

A case shall not be submitted to expedited arbitration unless both parties agree. If the parties do not agree, the case shall be processed through the full arbitration procedure.

Cases submitted to expedited arbitration shall normally consist of:

- a. disciplinary actions;
  - b. factual disputes;
  - c. other disputes which do not involve interpretation of the Agreement.
4. Case presentation will be limited to a preliminary introduction, brief recitation of facts, witness presentation, and oral argument. No briefs shall be filed nor transcripts made. More than usual, formal rules of evidence shall not be applied.
  5. A decision may be issued at the hearing, but it shall be followed by a written decision within two (2) calendar days of the hearing, excluding weekends and holidays.
  6. All decisions shall be final and binding on the parties, and shall not be considered as precedential in any other proceeding.
  7. The written decision shall be kept to about two (2) typed pages, and the decision shall identify the process as non-precedential in the heading or title of the decision, shall be

based on the record of the arbitrator and shall include a brief explanation of the basis for the award.

8. The parties agree to utilize stipulations of facts, affidavits and other time saving methods whenever practicable and when mutually agreeable.
9. Each party shall be responsible for compensating its own representatives and witnesses.

## **ARTICLE 8 - VACATION AND SICK LEAVE**

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### **Section 1. Vacation Eligibility and General Conditions.**

- A. **Eligibility.** Supervisors, except for emergency, temporary, and intermittent appointments shall accrue vacation leave. Additionally, supervisors appointed to a temporary unclassified position for more than six (6) months are eligible supervisors for purposes of this Section.
- B. **Vacation on Appointment to a Supervisor Position.** Upon appointment to a MMA position, an eligible supervisor may be advanced up to eighty (80) hours of vacation leave. Any vacation hours advanced shall be reduced proportionately as actual earned vacation leave is accrued. If a current employee is appointed to a supervisory position and that employee has their accumulated vacation hours transferred, the employee shall not be credited with additional vacation hours.
- C. **Accruals.** All eligible supervisors shall accrue vacation leave according to the following rates:

<b><u>Length of Service Requirement</u></b>	<b><u>Rate Per Full Payroll Period</u></b>
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 19 years	7½ working hours
After 19 through 24 years	8 working hours
After 24 through 30 years	8½ working hours
After 30 years	9 working hours

Length of service is defined as the length of employment with the State of Minnesota since the last date of hire in accordance with Section 1(A). Length of service shall be interrupted only by separation because of resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

A supervisor shall not suffer a reduction in their vacation accrual rate due to being covered by a contract or plan with a vacation accrual scale with a different length of service requirement component than that indicated above.

For purposes of determining changes in a supervisor's accrual rate, periods of suspension or unpaid non-medical leaves of absence shall not be deducted from the Length of Service Requirement unless they are one (1) full payroll period or more in duration. However, for supervisors on an unpaid military leave of any duration, or an FMLA qualifying leave of any duration, no adjustment to accrual rates shall be required. This method will be effective only after this date and shall not be used to change any Length of Service Requirements determined prior to that date.

Changes in accrual rate shall be made effective at the beginning of the next payroll period following completion of the specified Length of Service Requirement.

Supervisors being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with the schedule set forth in Appendix C.

- D. **Crediting Accruals.** A supervisor who is reinstated or reappointed to State service, and within four (4) years from the date of resignation in good standing or retirement shall accrue vacation leave with the same credit for length of service that existed at the time of such separation.

An Appointing Authority may adjust length of service to reflect credit for the supervisor's previous public sector service including service with the Minnesota Historical Society and the Metropolitan Council, or previous private sector experience in a position directly related to the supervisor's current State position. Length of service credit shall be subject to the following conditions:

1. The supervisor must have been appointed to State service within four (4) years of separation from the other employer.
2. The only time credited will be for the time the supervisor spent in a vacation eligible position with the other employer.
3. The supervisor 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.

An Appointing Authority may, at its discretion, adjust length of service to reflect credit for all, none or a portion of the supervisor's service in the United States Armed Forces provided the service was full-time and continuous for at least one (1) year. The supervisor must have been appointed to State service within four (4) year of separation from the Armed Forces.

A supervisor may, at any time, request that prior public sector service, United States Armed Forces service, or private sector service in a position directly related to the supervisor's current State position be credited for purposes of vacation accrual. Changes in the accrual

rate will commence effective at the beginning of the next payroll period following the Appointing Authority's approval of the adjusted rate, and are not retroactive.

Upon request, supervisors of any branch of Minnesota State government who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement, shall receive credit for their length of service in the other branch of Minnesota State government that existed at the time of such transfer or separation for vacation accrual purposes provided that the supervisor was in an eligible status as defined in Section 1(A) of this Article when employed by the other branch of Minnesota State government. Such supervisors shall begin accruing vacation leave based on this method effective at the beginning of the first payroll period following the effective date of this Agreement. Supervisors who are appointed without a break in service may be allowed to bring any accumulated but unused vacation leave with them provided that it does not exceed two hundred and seventy-five (275) hours.

Supervisors in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused vacation leave balance posted to their credit in the records of the employing department provided such vacation leave was accrued in accordance with the personnel rules or the provisions of this or any preceding Agreement.

- E. **Accumulation of Vacation.** Vacation leave may be accumulated to any amount provided that once during each fiscal year, each supervisor's accumulation must be reduced to two hundred and seventy-five (275) hours or less. If this is not accomplished on or before the last day of the fiscal year, the amount of vacation shall automatically be reduced to two hundred seventy-five (275) hours at the end of the fiscal year.

Supervisors on a Military Leave under Appendix I shall earn vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the supervisor returns from the Military Leave.

- F. **Use of Vacation.** A vacation leave eligible supervisor may use vacation leave as soon as the supervisor has accumulated or has been advanced such leave hours.

Should a supervisor become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of illness or disability, upon notice to the supervisor's superior. Upon such notice, supervisors may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statement shall be provided as soon as possible after the illness or disability occurs.

Supervisor vacation accruals earned while on a paid leave may be used by the supervisor with the approval of the immediate superior without returning to work prior to the use of the accrued vacation leave.

**Section 2. Vacation Schedules.** Every reasonable effort shall be made to grant vacation at the times requested by the supervisor. The Appointing Authority agrees to respond in a reasonable time to supervisors' requests for vacation. However, if an early response date is needed by the supervisor, it shall be so stated on the request form and responded to by the Appointing Authority in writing. If the nature of the work makes it necessary to limit the number of supervisors on vacation at the same time, vacation schedules shall be established on the basis of Classification Seniority within a work location in the event of any conflict over vacation periods.

Except in emergencies, as determined by the Appointing Authority, no supervisor will be required to work during the supervisor's vacation once the vacation request has been approved.

**Section 3. Vacation Cash-Out on Separation or Movement to a Vacation Ineligible Position.**

Any supervisor separated from State service, or who moves to a vacation ineligible position, shall be compensated in cash, at the supervisor's then current rate of pay, for all earned, but unused vacation leave to the supervisor's credit at the time of separation, but in no case shall payment exceed two hundred and seventy five (275) hours except in case of death. Vacation hours advanced pursuant to Section 1(B) but not yet offset by earned vacation shall not be liquidated. Certain supervisors shall have their vacation cashout converted to a Health Care Savings Plan account. See Article 16, Section 11.

Supervisors shall be allowed to leave their accumulated vacation to their credit during the period of seasonal or temporary layoff.

Seasonal supervisors shall have the option to cash out all, some or none of their vacation leave upon seasonal layoff.

**Section 4. Sick Leave Accrual.** Supervisors, except for emergency, temporary, and intermittent appointments, shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire. Additionally, supervisors appointed to a temporary unclassified position for more than six (6) months are eligible supervisors for purposes of this Section.

Supervisors being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accordance with the schedule set forth in Appendix D.

Supervisors on a military leave under Appendix I shall earn and accrue sick leave as though actually employed.

**Section 5. Sick Leave Restoration.** A supervisor who is reinstated or reappointed to State service, and within four years from the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the supervisor's credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement and provided that any

supervisor being appointed after receiving severance pay shall have their leave restored proportionately by deducting the hours paid as severance.

A supervisor who received severance pay and returns to State service within four (4) years of the date of separation in good standing, layoff other than seasonal layoff, or retirement, shall have the portion of their sick leave balance that was not paid out in cash or converted to the MSRS administered Health Care Savings Plan (HCSP) restored by the Appointing Authority.

Supervisors in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused sick leave balance posted to their credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

Upon request, employees who move to a MMA position without a break in service from any branch of Minnesota State government, or who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement from any branch of Minnesota State government shall have accumulated but unused sick leave posted to the employee's credit provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

**Section 6. Sick Leave Use.** A supervisor shall be granted sick leave with pay to the extent of the supervisor's accumulation for absences necessitated by the following conditions:

A. **Employee.**

1. illness or disability, including the period of time that a doctor certifies a childbearing employee unable to work because of pregnancy.
2. medical, chiropractic, or dental care.
3. exposure to contagious disease which endangers the health of other employees, clients, or the public.
4. Employees with a disability requiring the use of a service animal may use sick leave and/or vacation leave to attend the initial training for service animal handling. Employees who do not have sufficient leave accruals to attend the initial training for service animal handling shall be credited with up to forty (40) hours of vacation leave to be used for this purpose. Such credit shall be reduced proportionately as vacation leave is accumulated. At the discretion of Minnesota Management and Budget, more than forty (40) hours of vacation leave may be credited.

B. **Others.**

1. illness of a spouse, or dependent children, or parent who is living in the same household of the employee; illness of a minor child whether or not the child lives in the same household of the employee.
2. birth or adoption of a child.
3. to arrange for necessary nursing or hospice care for members of the family, as specified in B.1. above or for a parent who is not living in the same household of the supervisor.
4. to accompany spouse, minor or dependent children/step-children, and foster children (including wards or children for whom the employee is legal guardian), to dental or medical appointments.

Sick leave granted under Subsection B above shall be for such reasonable periods as the supervisor's attendance may be necessary; however such leave under B(2) and B(3) shall not exceed five (5) days.

With prior notice, sick leave may be used to take a parent to routine medical and dental appointments.

The use of a reasonable period of sick leave shall be granted in cases of death of the spouse, the domestic partner (same and opposite sex), or parents or grandparents of the spouse, or the parents, grandparents, grandchildren, guardian, children, brothers, sisters, or wards of the supervisor.

Sick leave accruals earned while on a paid leave may be used by the supervisor with the approval of the immediate superior without returning to work prior to the use of the accrued sick leave.

See also Letter dated August 15, 2014, regarding employee usage of accrued sick leave for the illness and injury of certain family members.

- C. **Sick Leave Procedures.** The supervisor shall notify the Appointing Authority at or before their normally scheduled starting time of any illness. Supervisors utilizing leave under this Section shall furnish a statement from a medical practitioner upon the request of the Appointing Authority if it has reason to believe that a supervisor has abused or is abusing sick leave. Those supervisors who misuse sick leave may be subject to disciplinary action. The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the supervisor is not fit to work or has been exposed to a contagious disease which endangers the health of other supervisors, employees, clients or the public. Supervisors returning from extended sick leave shall notify the Appointing Authority within a reasonable amount of time prior to returning to work.

**Section 7. Sick Leave Charges.** A supervisor utilizing sick leave shall be charged for only the number of hours they were scheduled to work during the period of their sick leave.

Any supervisor incurring an on-the-job injury shall be paid the supervisor's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for supervisors so injured while awaiting a workers' compensation determination shall not commence until the first scheduled work day following the injury.

**Section 8. Sick Leave/Vacation Leave Coordination.** When a supervisor on Workers' Compensation benefits has decided to use sick leave, vacation leave or compensatory time to supplement their Workers' Compensation benefits the following procedure applies: The supervisor shall notify the Appointing Authority in writing that they wish to supplement their Workers' Compensation check through use of sick leave, vacation leave or compensatory time. Sick leave must be exhausted before the vacation leave or compensatory time can be used. The Appointing Authority shall obtain from the Workers' Compensation Division the amount of the benefit check and automatically authorize a payroll check in the amount of the difference between the benefit check and the supervisor's regular gross pay for the supervisor's normal pay period. The supervisor's sick leave, vacation leave or compensatory time balance shall be reduced by the amount of the payroll check divided by the supervisor's hourly rate of pay at the time the payroll check is issued.

A supervisor who uses sick leave, vacation leave or compensatory time while awaiting the determination of the Worker's Compensation claim shall retain the Worker's Compensation payment. The Appointing Authority shall collect the payroll overpayment. The Appointing Authority shall credit back to the supervisor's sick leave, vacation leave or compensatory time the number of hours equal to the amount of the Worker's Compensation check divided by the supervisor's hourly rate.

**Section 9. Vacation Conversion to Deferred Compensation.** Supervisors who are at the maximum of their salary range or who attain the maximum rate of their range no later than June 30 of the fiscal year may convert up to forty (40) hours of vacation leave to deferred compensation. Supervisors must complete the appropriate forms through the employee self-service system no later than June 7 of each year.

Supervisors electing to convert vacation leave must have used three (3) hours of vacation in the previous fiscal year for each hour of vacation converted up to forty (40) hours. Supervisors electing the vacation conversion shall not receive the State-paid matching contributions provided in Article 16.

## **ARTICLE 9 - HOLIDAYS**

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**Section 1. Eligibility.** Supervisors, except for emergency, temporary, and intermittent appointments, shall be eligible for purposes of this Article. Temporary unclassified supervisors

appointed for periods longer than six (6) months shall be considered eligible for purposes of this Article.

**Section 2. Observed Holidays.** The following days shall be observed as paid holidays for all eligible employees:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Floating Holiday

- A. For employees assigned to a Monday through Friday, five (5) day operation, observance of the listed holidays shall be on the date listed, unless the holiday falls on a Saturday or Sunday. When any of the above holidays falls on a Saturday, the preceding Friday shall be observed as the holiday. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- B. For employees assigned to a six (6) or seven (7) day operation, observance of the holiday shall be the date of the holiday.

All eligible supervisors shall receive one (1) floating holiday each fiscal year of the Agreement. Every reasonable effort shall be made to grant the floating holiday for the time requested by the supervisor. The Appointing Authority may limit the number of supervisors that may be absent on any given day subject to the operational needs of the Appointing Authority. Floating holidays may not be accumulated or paid off and may only be used in increments of a full day. However, seasonal supervisors shall only be eligible for a floating holiday if they work six (6) months or more and shall be eligible for one (1) floating holiday per season.

For purposes of this Article, when a work shift includes consecutive hours which fall in two (2) calendar days, that work shift shall be considered as falling on the calendar day in which the majority of hours in the shift fall. When a work shift includes an equal number of consecutive hours in each of two (2) calendar days, that work shift shall be considered as falling on the first of the two (2) calendar days.

When any of the above holidays fall on a supervisor's regularly scheduled day off, the supervisor, at their discretion, shall be paid for the holiday in vacation or compensatory time.

The supervisor must be eligible to accrue and use vacation under the provisions of Article 8 in order to choose to receive payment as vacation.

In Minnesota State Colleges and Universities, and Minnesota State Academies, the Appointing Authority may, after consultation with the Association, designate alternative days for the observance of Veterans' Day, the Day after Thanksgiving and Presidents' Day. In other departments, the Appointing Authority may, with the agreement of the Association, designate alternative days for the observance of Veterans' Day and Presidents' Day.

**Section 3. Holiday Pay Entitlement.** To be entitled to receive a paid holiday, an eligible supervisor must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

Supervisors employed on an academic school year basis shall be eligible for the Christmas and New Year's holidays provided they are in payroll status on the last scheduled work day prior to the Christmas break and the first scheduled work day following the break.

Any eligible supervisor mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s).

**Section 4. Holiday Pay.** Holiday pay shall be computed at the supervisor's normal day's pay (i.e., the supervisor's regular hourly rate of pay multiplied by the number of hours in their normal work day) and shall be paid in cash. Eligible supervisors who normally work less than full time shall have their holiday pay pro-rated in accordance with the schedule set forth in Appendix B.

With the approval of their superior, part-time supervisors may be allowed to arrange their work schedules, in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of hours because of the proration of holiday hours, provided such rescheduling does not result in the payment of overtime.

**Section 5. Work on a Holiday.** In addition to the holiday pay provided for in Section 4 above, any supervisor who is assigned to work on a holiday shall, at the Appointing Authority's discretion, be paid in cash for the hours worked on the holiday at the supervisor's appropriate overtime rate. If the Appointing Authority does not choose to pay for the work performed, the supervisor may choose to receive those hours in vacation or compensatory time.

**Section 6. Religious Holidays.** When a religious holiday, not observed as a holiday, as provided in Section 2 above, falls on a supervisor's regularly scheduled work day, the supervisor shall be entitled to that day off to observe the religious holiday. Time to observe religious holidays shall be taken without pay except where the supervisor has sufficient accumulated vacation leave or accumulated compensatory time, or, by mutual consent, is able to make the time up. Supervisors shall notify the Appointing Authority at least twenty-eight (28) calendar days prior to the leave.

## ARTICLE 10 - LEAVES OF ABSENCE

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**Section 1. Application for Leave.** All requests for a leave of absence or extension thereof shall be submitted in writing by the supervisor to the supervisor's immediate superior as soon as the need for such a leave or extension thereof is known. The request shall state the reason for and the anticipated duration of the leave of absence or extension thereof.

**Section 2. Authorization for Leave.** Authorization for or denial of a leave of absence shall be furnished promptly to the supervisor in writing. No leave of absence request shall be unreasonably denied, and no supervisor shall be required to exhaust accrued vacation leave prior to an extended leave of absence.

### **Section 3. Paid Leaves of Absence.**

- A. **Court Appearance Leave:** Leave shall be granted for appearances before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job related purposes other than those created by the supervisor or the exclusive representative. Leave shall also be granted for attendance in court in connection with a supervisor's official duty, which shall include any necessary travel time. Such supervisor shall be paid the supervisor's regular rate of pay but shall remit to their Appointing Authority the amount received, exclusive of expenses, for serving as a witness, as required by the court.
- B. **Jury Duty Leave:** Leave shall be granted for service upon a jury. Supervisors whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call and free to leave the courthouse, the supervisor shall report to work.
- C. **Educational Leave:** Leave with pay shall be granted for educational purposes if such education is required or assigned by the Appointing Authority or if sponsored by Middle Management Association and approved by Minnesota Management & Budget.

Paid leaves of absence granted under this Article shall not exceed the supervisor's normal work schedule.

- D. **Paid Administrative Leave:** After notifying the Association, an Appointing Authority may place a supervisor on administrative leave for a period not to exceed two (2) weeks. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than another thirty (30) calendar days.
- E. **Transition Leave:** At the Appointing Authority's discretion, a supervisor under notice of permanent layoff may be granted up to one hundred and sixty (160) hours of paid leave, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and shall not be subject to the Reinstatement provisions of this Article.

F. **Voting Time Leave.** Any employee who is eligible to vote in any tribal election may absent themselves from work for the purpose of voting during such election day provided the employee has made prior arrangements for such absence with their immediate supervisor.

G. **Paid Parental Leave:**

1. **Length of Leave.** Paid parental leaves of absence of up to six (6) consecutive weeks shall be granted to eligible state employees who request such leave following the birth or adoption of a child.

2. **Eligibility.** Employees are eligible if they meet eligibility criteria for Family and Medical Leave Act (“FMLA”) leave, which generally means the employee has been employed by the Employer for twelve (12) months and has worked at least 1,250 hours during the year immediately preceding the leave. Paid parental leave (“PPL”) is available to employees who experience the following qualifying events:

- an employee or their spouse/partner gives birth to the employee’s child;
- a child is placed in the employee’s home for adoption; or
- a child is placed in the employee’s home to adjudicate parentage in cases of surrogacy when the employee is the intended parent.

3. **Use.** Eligible employees must complete PPL within six (6) months of the qualifying event. At the Appointing Authority’s discretion, employees may be allowed intermittent or reduced schedule use of leave, which must be completed within twelve (12) months of the qualifying event. PPL not used within the required timeframe shall not be carried over or cashed out.

4. **Interaction with Other Leaves.** Paid parental leave will run concurrently with any unpaid leave(s) that parents may be entitled to under other provisions of this Agreement or provided by law. Employees shall not receive other types of paid leave provided by this Agreement (*e.g.*, sick, vacation, compensatory time) for hours for which they are receiving PPL.

**Section 4. Unpaid Leaves of Absence.**

A. **Unclassified Service Leave:** Leave may be granted to any classified supervisor to accept a position in the unclassified service of the State of Minnesota.

B. **Educational Leave:** Leave may be granted to any supervisor for educational purposes.

C. **Medical Leave:** Leave of absence up to one (1) year shall be granted to any supervisor who has completed an initial probationary period with the State and who, as a result of an extended illness or injury, has exhausted their accumulation of sick leave. Such leave shall be limited to a cumulative total of one (1) year per illness or injury. Upon the request of the supervisor such leave may be extended. Supervisors shall receive reasonable notice in writing before a medical leave is cancelled. An Appointing Authority may require

appropriate medical documentation of the illness, injuries, or disability. The Appointing Authority may require the supervisor returning from a medical leave to furnish a statement from a medical practitioner if the Appointing Authority has reason to believe the supervisor is not fit to return to work.

- D. **Personal Leave**: Leave may be granted to any supervisor, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- E. **Association Leave**: Upon advance written request of the Association, leave shall be granted to supervisors who are elected or appointed by the Association to serve on the Association Negotiating Team. Leave time for service on an Association Negotiating Team shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Association Representatives or other supervisors who may be elected or appointed by the Association to perform duties for the exclusive representative shall be granted time off, provided the granting of such time off does not adversely affect the operations of the supervisor's department or agency. In any case of leave of absence or time off to perform duties for the exclusive representative, the number of supervisors to be granted leaves of absence or time off from any one department or agency may be limited by the Appointing Authority, if the Appointing Authority determines that the number requesting the leave of absence or time off would adversely affect the operations of the department or agency.

Upon the written request of the Association, leave shall be granted to supervisors who are elected officers or appointed full-time representatives of the Association. Annually, the Appointing Authority may request the Association to confirm the supervisor's continuation on Association Leave.

Any supervisor returning from an approved Association leave of absence as covered by this Section shall be entitled to return to employment in a position in the supervisor's former classification and agency within thirty-five (35) miles of the former position. Upon return from an extended Association leave of absence of one (1) year or more, a supervisor may elect to take a vacancy in the same class/class option within the same agency if the supervisor is determined to be qualified for the position. A supervisor exercising this option shall be subject to a new probationary period. During the Article 15, Section 2 trial period or upon non-certification, the supervisor may exercise return rights described above.

- F. **Leave for Related Work**: Leave not to exceed two (2) years may be granted to a supervisor to accept a position of fixed duration outside of State service which is funded by a government or private foundation grant and which is related to the supervisor's current work.
- G. **Elder Care Leave**: Leave may be granted to any employee, upon request, to care for or to arrange for care for parents of the employee or the employee's spouse.
- H. **Parenthood Leave**: See Appendix I for information concerning Parenthood Leave.

**Section 5. Statutory Leaves.** A list of statutory leaves is contained in Appendix I. Descriptions of the following leaves are contained in Appendix I: military leave, voting time leave, emergency leave, leave to serve as an election judge, military leave, precinct caucus or convention, maternity/paternity or adoption leave, Family and Medical leave. Statutory leaves are subject to change or repeal and are not grievable or arbitrable under the provisions of Article 7 of this Agreement.

**Section 6. Cancellation of Discretionary Leaves.** Leaves of absence or extensions of such leaves which are subject to the discretionary authority of the Employer may be cancelled by an Appointing Authority upon reasonable written notice to the supervisor unless the Appointing Authority agrees in writing at the time the leave is granted that the leave will not be cancelled.

**Section 7. Reinstatement after Leave.** Any supervisor returning from an approved leave of absence of less than six (6) months, shall be entitled to return to a position in their former classification within thirty-five (35) miles of the former position.

For approved leaves of absence of six (6) months or more, supervisors shall be entitled to return to one of the following:

- a position in the class from which the supervisor left and within thirty-five (35) miles of the former position, or
- a vacancy in a related class, with the same range assignment as the supervisor's class, for which the supervisor is determined qualified by the employer, and within thirty-five (35) miles of the person's work location.

An employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. Failure to return to work or failure to contact the Appointing Authority about an extension prior to the end of the approved leave period shall be deemed to be a voluntary resignation.

## **ARTICLE 11 - HOURS OF WORK AND OVERTIME**

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### **Section 1. Supervisors assigned to Progression Code 2 and supervisors assigned to Progression Code 1 at Salary Range 18 and below.**

- A. **Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods if free from work and each work shift shall include two rest periods of at least 15 minutes each which shall be included in work time. There shall be no split shifts assigned or required except as mutually agreed to by the Association and the Appointing Authority. Regularly scheduled days off shall normally be consecutive.

Supervisors desiring to get off evening and/or night shift duty in continuous operations shall request such reassignments in writing to the Appointing Authority.

- B. **Normal Work Week.** Work week is defined as a fixed, regularly recurring period of seven (7) calendar days designated by the Appointing Authority. Employees involved in public safety (police, firefighters, corrections) may be eligible, with Appointing Authority approval, for a work period of up to twenty-eight (28) days. Employees who work in a hospital or nursing home setting may be eligible, with Appointing Authority approval, for a work period of fourteen (14) days.

It is recognized that because of the nature of their work, some of the supervisors covered by this Agreement may be required to work varied hours, work on holidays and weekends, making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one day sometimes impossible. Insofar as practicable and without reducing the efficiency of work performance, supervisors are expected to complete normal routine work within a normal work day.

Supervisor's hours may be adjusted in accordance with circumstances and with the approval of the immediate superior.

C. **Overtime Rates.**

1. Supervisors assigned to Progression Code 2 shall be compensated at the rate of time and one-half for all hours worked as assigned by the Appointing Authority in excess of forty (40) within their seven (7) day work week (or other assigned work period, as described in section 1.B.). Paid vacation, sick leave, holidays, compensatory time taken and/or other paid leaves of absence shall be considered hours worked for purposes of this section.
2. Supervisors assigned to Progression Code 1 and designated as non-exempt under FLSA shall be compensated at the rate of time and one-half for all hours worked as assigned by the Appointing Authority in excess of forty (40) within their seven (7) day work week (or other assigned work period, as described in section 1.B.). Paid sick leave shall be considered as hours worked for purposes of this section. Paid vacation, holidays, compensatory time taken and/or other paid leaves of absence shall not be considered hours worked for purposes of this section.
3. Supervisors assigned to Progression Code 1 and employed in those classes assigned to Salary Range 18 and below and designated as exempt under FLSA shall be compensated at the rate of straight time for all hours worked as specifically assigned or directed by the Appointing Authority in excess of eighty (80) within the pay period. Holidays, sick leave and compensatory time taken shall be considered hours worked for purposes of this section. Paid vacation, and/or other paid leaves of absence shall not be considered hours worked for purposes of this section.

D. **Liquidation of Overtime.**

1. **General.** At the supervisor's option, overtime hours shall be paid in cash or assigned to a compensatory bank. Supervisors shall elect each pay period whether all overtime

hours earned in that pay period shall be paid in cash or assigned to a compensatory bank. This decision shall be recorded on the timesheet each pay period. Should a supervisor fail to indicate on the time report, liquidation shall be in cash.

2. **Compensatory Bank.**

a) **Size of Bank.** The maximum amount of hours that may be in the compensatory bank at any given time is one hundred twenty (120) hours.

b) **Hours Worked in Excess of Bank.** All overtime hours worked over the maximum amount of hours in 2a shall be compensated in cash.

3. **Cash Liquidation.** Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it is earned. Supervisors who choose cash liquidation may still use compensatory time within the same work week/applicable work period. Overtime earned for work on a holiday shall be paid in cash.

4. **Compensatory Time Liquidation.** At the option of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash at the beginning of the pay periods closest to January 1st, April 1st, July 1st and October 1st, with thirty (30) calendar days advance written notice to the Association. Such liquidation shall be done in a uniform manner for all supervisors of the seniority unit. Such liquidation shall be at the supervisor's then current rate of pay.

Immediately upon promotion to a supervisory position assigned to Salary Range 19 or above, the Appointing Authority may liquidate some, all or none of the supervisor's compensatory bank.

A supervisor transferring to the service of another Appointing Authority, accepting a position not represented by the Association, or placed on permanent layoff, shall have unused compensatory time paid in cash at the supervisor's then current rate of pay. A supervisor placed on seasonal layoff may have unused compensatory time paid in cash, at the option of the supervisor.

Payment of unused compensatory time for supervisors separating from State service shall be at the average regular rate of pay received by the supervisor during the last three (3) years of the supervisor's employment or his/her regular rate of pay as of the date of payment, whichever is greater. Such payment shall be liquidated into the employee's HCSP except in the following circumstances:

- In the case of layoff or death, such liquidation will be made in cash.
- Employees who do not meet the criteria for the HCSP, who have been exempted from participation in the HCSP by the plan administrator or whose combined vacation, severance and compensatory bank liquidation total less than five hundred dollars (\$500), such liquidation will be made in cash.

5. **Use of Compensatory Time.** Supervisors requesting compensatory time off with fourteen (14) or more calendar days' notice to the Appointing Authority shall be permitted to use such time if it does not unduly disrupt the operations of the Appointing Authority, or require payment of additional salary costs. Requests for use of compensatory time off with less than fourteen (14) calendar days' notice to the Appointing Authority or for weekend shifts may be granted at the discretion of the Appointing Authority.

The Appointing Authority may schedule compensatory time off for a supervisor with more than forty (40) hours in the compensatory bank by providing them no less than fourteen (14) calendar days' notice prior to the specified scheduled time off. The supervisor may not be scheduled below forty (40) hours.

Compensatory time may be granted in increments of one-half (1/2) hour or more. Compensatory time scheduled off by the Appointing Authority shall be in increments of at least the supervisor's normal work day. Overtime earned for work on a holiday shall be paid in cash.

Supervisors shall not be permitted to use compensatory time or scheduled to use compensatory time if use will result in the denial of a request to have a holiday off, a denial of a vacation request, or a denial of a discretionary leave request in Article 10.

If it is necessary to limit the number of supervisors in a work unit using compensatory time at the same time, conflicts shall be resolved on the basis of State Seniority within or among class(es) as determined by the Appointing Authority.

DNR supervisors who work overtime hours on out-of-state firefighting shall be paid in cash only.

## **Section 2. Supervisors designated as exempt under FLSA and assigned to Progression Code 1 at Salary Range 19 and above.**

### **A. Time Management.**

Because of the nature of the duties performed by these supervisors, it is impracticable to apply provisions which prescribe normal work hours. However, it is normally expected that eighty (80) hours of work shall constitute a normal payroll period. It is recognized that these supervisors are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal work day and/or payroll period and may make adjustments in hours of work in subsequent work days and/or payroll periods, provided such time management system does not result in overtime payment or guarantee hour-for-hour time off for extra hours worked. Supervisors may be asked by their superior to provide notice when balancing their hours.

- B. **Overtime.** Supervisors assigned to a special project that is in addition to their normal duties or workloads and upon having received advance approval shall be compensated as follows:

1. Such overtime shall be liquidated in cash or compensatory time off at the discretion of the Appointing Authority.
2. Such overtime shall be compensated at the rate of straight time for hours worked in excess of eighty (80) within the payroll period. Holidays and compensatory time taken shall be considered hours worked for purposes of this section. Paid vacation, sick leave and/or other paid leaves of absence shall not be considered hours worked for purposes of this section.
3. A compensatory bank when established shall normally not exceed eighty (80) hours; however, the Appointing Authority may increase this amount in extraordinary circumstances.
4. The Appointing Authority shall not be obligated to liquidate in cash overtime hours worked over the established maximum hour limit of the compensatory bank.
5. The compensatory bank shall be used as leave or converted to deferred compensation (as described in Section 3 below) only and shall terminate if the supervisor leaves their seniority unit.

**Section 3. Compensatory Bank.** A supervisor may choose to convert some or all of their compensatory time bank to deferred compensation one time during each fiscal year, at a time of their choosing using the employee self-service system, as long as the total hours converted in a fiscal year do not exceed one hundred (100).

**Section 4. Call Back.** Any continuous operations supervisor, or any supervisor in an emergency situation, called back to work after their regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate overtime rate.

Call back is unscheduled overtime which is not assigned by the end of the supervisor's last worked shift prior to the overtime assignment. Overtime assigned any time period in advance of the end of the supervisor's last worked shift is not call back.

Supervisors who are called back to work shall use a State vehicle or use their own vehicle and shall be reimbursed mileage for driving to and from their work station and their home.

**Section 5. On Call.** A supervisor shall be in an on-call status if the supervisor's superior has instructed the supervisor, in writing, to remain available to work during an off duty period. A supervisor who is instructed to be in an on-call status is not required to remain at a fixed location but is required to leave word where they may be reached.

A supervisor who is instructed to remain in an on-call status shall be compensated for such time on the basis of sixty dollars (\$60) for twenty-four (24) hour period or part thereof, not to exceed a maximum of four hundred twenty dollars (\$420) per week.

**Section 6. Flex-Time.** Upon agreement of the supervisor's immediate supervisor, an individual flex-time schedule may be established.

**Section 7. Part-Time Employment.** Full-time supervisors desiring to work less than a full-time schedule and part-time supervisors desiring to work a full-time schedule may do so pursuant to a mutual agreement with the Appointing Authority, the Association, and the supervisor.

## **ARTICLE 12 - SENIORITY**

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**Section 1. Seniority.** For purposes of this Article, seniority is defined as follows:

- A. **State Seniority.** "State Seniority" is defined as the length of employment with the State of Minnesota since the last date of hire.
- B. **Classification Seniority.** "Classification Seniority" is defined as the length of service in a specific job classification within the bargaining unit, beginning with the date an employee starts to serve a probationary appointment.

Classification Seniority shall be interrupted only by separation because of resignation, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

- C. **Bumping, Demotions, Transfers.** When a supervisor exercises bumping rights, or is demoting, or is transferring within the bargaining unit, Classification Seniority in the class to which the supervisor is bumping or is demoting, or is transferring shall include Classification Seniority in all related higher or equally paid classes in which the supervisor has served.

Time in a related higher or equally paid class outside of the bargaining unit shall not be used for purposes of bumping back into the bargaining unit. Upon return to the bargaining unit, all time in higher or equally paid classes in the managerial or confidential units shall be credited to a supervisor's Classification Seniority.

- D. **Provisional Appointments.** In the case of a supervisor working under a provisional appointment, Classification Seniority shall be credited back to the date of hire at the time a supervisor begins to serve a probationary period in a related classification.
- E. **Related Classes.** "Related Classes" are those classes which are similar in the nature and character of the work performed and which require similar qualifications.
- F. **Seniority Units.** "Seniority Unit" is defined as set forth in Appendix A.

**Section 2. Seniority Rosters.** No later than November 30 of each year, the Appointing Authority shall prepare the roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Association Executive Director and one (1) copy to the designated Association Representative in the seniority unit. Such rosters shall be based on transactions occurring up to and through the pay period closest to October 31 of each year. The rosters

shall list each supervisor and manager with supervisory seniority in the order of Classification Seniority and reflect each supervisor's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the supervisor previously served.

The rosters shall also identify the type of appointment if other than full-time unlimited.

When two (2) or more supervisors have the same Classification Seniority dates, seniority positions shall be determined by total State Seniority. Should a tie still exist, seniority positions shall be determined by lot.

**Section 3. Appeals.** Supervisors may raise disputes about the seniority roster at any time. Such disagreements shall be limited to changes since the previous listing.

## **ARTICLE 13 - LAYOFF AND RECALL**

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**Section 1. Layoff.** An Appointing Authority may lay off a supervisor by reason of abolition of the position, shortage of work or funds, or other reasons outside the supervisor's control which do not reflect discredit on the service of the supervisor. A layoff occurs when such conditions continue longer than ten (10) consecutive working days.

**Section 2. Layoff Mitigation Measures.** When an Appointing Authority initiates a reorganization planning process or management study which may result in layoff, the Appointing Authority will meet and confer with the Association during the planning phase and again during the implementation phase. The Appointing Authority and the Association shall enter into negotiations regarding a Memorandum of Understanding upon the request of either party to modify this Agreement regarding the implementation plans which shall include, but are not limited to the following:

- length of the layoff notice;
- jobs and re-training opportunities;
- alternative placement methods;
- early retirement options pursuant to M.S. 43A.24;
- paid release time to seek other employment;
- claiming rights;
- other methods of mitigating layoffs or their effect on supervisors.

**Section 3. Layoff Procedures.** In the event a layoff in the classified service of bargaining unit supervisors becomes necessary, the Appointing Authority shall notify the Association and the Association Executive Director of the classifications and number of positions to be eliminated at least thirty (30) calendar days if practicable, but at least twenty-one (21) calendar days prior to the effective date of the layoff. At least twenty-one (21) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the

reason(s) such action is necessary and the estimated length of the layoff period, to all supervisors about to be laid off and to the Association Executive Director.

Seasonal supervisors shall be laid off in inverse order of Classification Seniority within the supervisor's principal place of employment.

Notice to supervisors shall include information about how to apply for state vacancies after the date of layoff.

At the Appointing Authority's discretion, a supervisor under notice of permanent layoff may continue in payroll status for up to one hundred sixty (160) hours of paid leave, ending at the date of layoff.

The Appointing Authority may designate a specific date for group selection of layoff options, provided that the Appointing Authority has given at least three (3) weeks' notice of layoff prior to the group selection date and that the selection date is not more than ten (10) working days prior to the effective date of layoff.

When an option has been selected, a supervisor may not make a new choice unless an option which did not exist at the time of the original selection becomes available to the supervisor.

**Section 4. Out-of-Seniority Order Layoff.** A more senior supervisor in the same classification may be laid off out of seniority order upon their request and the approval of the Appointing Authority. By so requesting layoff, the supervisor waives their rights in Sections 3, 7 and 8 (in current or different agencies), but maintains the option to have their name placed on the layoff list for the class from which the supervisor is laid off.

**Section 5. Limited Interruptions of Employment.** Any interruption in employment not in excess of ten (10) consecutive working days, because of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons, shall not be considered a layoff.

In the event limited interruptions of employment occur, full-time supervisors shall, upon request, be entitled to advance of hours in order to provide the supervisor with up to eighty (80) hours of earnings for a pay period. Advance of hours shall be allowed up to the maximum number of hours of a supervisor's accumulated and unused vacation leave. If a supervisor elects to draw such advances, the supervisor shall not be permitted to reduce their vacation accumulation below the total hours advanced. However, except as provided below, no supervisor after the first six (6) months of continuous service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the supervisor has been advanced under this Section.

The Appointing Authority may require that supervisors use compensatory time before use of vacation or supervisors may elect no pay. Other than full-time unlimited supervisors may use compensatory time during a limited interruption. With the approval of the supervisor's superior, the supervisor shall have the right to make the hours up.

On the payroll period ending closest to November 1st of each year, all supervisors who have received such advances and have not worked sufficient overtime hours to reduce the advances to zero (0) will have their advances reduced to zero (0) by reduction of the supervisor's accumulated and unused vacation leave.

However, such advances shall not apply when the limited interruption is the result of a shortage of funds.

**Section 6. Subcontracting.** In the event the Appointing Authority finds it necessary to subcontract out work now being performed by supervisors that may result in a displacement of supervisors, the Association shall be notified no less than ninety (90) calendar days in advance. During this ninety (90) day period, the Appointing Authority shall meet with the Association and discuss ways and means of minimizing any impact the subcontracting may have on the supervisors.

**Section 7. Layoff.** The Appointing Authority shall designate the position(s) in the class/class option which is to be eliminated.

If there is a vacancy within thirty-five (35) miles in the same class (or class option or another option within that class for which the supervisor is determined by the employer to be qualified), seniority unit, and employment condition as the position to be eliminated, the Appointing Authority shall reassign the supervisor holding the position to be eliminated to that vacancy provided the supervisor is qualified for the position.

If there is no such vacancy, the supervisor may exercise the following options in the order set forth below. In lieu of the following options, a supervisor may elect to accept a vacancy in the same seniority unit, in the same class/class option or in an equal or lower class/class option (in which the supervisor has previously served or for which the supervisor is determined by the Employer to be qualified) or in an equal or lesser employment condition.

When a vacancy exists in a class/class option into which the supervisor has a right to bump, the supervisor must accept the vacancy prior to exercising the option to bump except that if the option to bump is within thirty-five (35) miles and the vacancy is more than thirty-five (35) miles, then the supervisor is not required to accept the vacancy.

1. Bump the least senior supervisor occupying a position in the same class (or class option or another option within that class for which the supervisor is determined by the employer to be qualified), seniority unit, and employment condition within thirty-five (35) miles of the supervisor's work location provided the supervisor is qualified for the position.
2. Bump the least senior supervisor occupying a position in the same class (or class option or another option within that class for which the supervisor is determined by the employer to be qualified), seniority unit, and employment condition more than thirty-five (35) miles from the supervisor's work location provided the supervisor is qualified for the position.

3. Bump the least senior supervisor occupying a position in the same seniority unit and employment condition in an equal or lower class (or class option) in which the supervisor most recently served (or another option within that class for which the supervisor is determined by the employer to be qualified) within thirty-five (35) miles of the supervisor's work location provided the supervisor is qualified for the position.
4. Bump the least senior supervisor occupying a position in the same seniority unit and employment condition in an equal or lower class (or class option) in which the supervisor most recently served (or another option within that class for which the supervisor is determined by the employer to be qualified) more than thirty-five (35) miles from the supervisor's work location provided the supervisor is qualified for the position.

If none of the preceding exist or if the supervisor chooses not to accept the preceding, the supervisor shall be laid off.

A supervisor who does not have sufficient Classification Seniority to bump into a previous class shall not forfeit the right to exercise Classification Seniority in bumping into the next previously held class/class option.

Qualified means that the supervisor meets the registration requirements and reasonably meets the experience and/or educational requirements for the position or that the supervisor meets the registration requirements and previously served in any permanent appointment in the class (or class option) in the Agency, except as otherwise required by State or federal rule or law. The Employer's determinations of classification/class option qualification are not grievable nor arbitrable, but the Appointing Authority's determinations of position qualification are grievable and arbitrable.

In all cases, the supervisor exercising bumping rights must have greater Classification Seniority in the classification/class option in which the supervisor is bumping than the supervisor who is to be displaced. Supervisors who have accepted an equally or higher paid position excluded from the bargaining unit shall retain full bumping rights into a previously held class/class option within the seniority unit of the same Appointing Authority based upon Classification Seniority, provided the supervisor has exhausted all of the layoff options available under the existing layoff procedure which covers him/her for purposes of layoff.

When two (2) or more supervisors in the same class/class option, seniority unit, and employment condition are being simultaneously laid off, the Association and the Appointing Authority may mutually agree to selection of layoff options among the affected supervisors.

**Section 8. Claiming.** In order to avoid a layoff or bump, a supervisor may take a transfer or demotion to a vacancy in another seniority unit in a class/class option for which the supervisor is qualified. Supervisors may not request a transfer or demotion to another Appointing Authority if a comparable vacancy within thirty-five (35) miles of the supervisor's work location is available which the Appointing Authority determines to fill or if the supervisor has previously

requested and been offered a vacancy under this provision in the same or a transferable class within thirty-five (35) miles of the current position.

Eligibility for claiming begins on the date of the written notice of layoff and continues until the date of layoff. For a supervisor who has no vacancy or bumping options and must accept layoff, eligibility for claiming shall continue for forty five (45) days if that is later than the actual date of layoff. If the claiming period extends beyond the date of layoff, no severance or vacation liquidation shall be paid to the supervisor until the end of the claiming period. In addition, the supervisor's name shall not be placed on any layoff lists until the end of the claiming period. If the claiming period extends beyond the layoff date, supervisors may waive their post-layoff date claiming rights and the Appointing Authority shall authorize payment of any severance or vacation liquidation and the supervisor will be eligible for placement on appropriate layoff lists.

If the supervisor successfully claims a vacancy but cannot be appointed until after the scheduled layoff date, the current Appointing Authority shall place the supervisor on unpaid leave or, upon mutual agreement, vacation leave until the new appointment begins. Vacation leave usage is not subject to Section 2 of Article 8.

Supervisors who transfer or demote to another seniority unit under this provision and who do not successfully complete the probationary period shall be placed on layoff from their original seniority unit, class, employment condition, and location. Such supervisors are not subject to Sections 3, 7 and 8 of this Article but shall become eligible to be placed on layoff lists in accordance with Section 9 on the effective date of their non-certification.

Also see letter dated September 16, 1993 regarding an experimental method for supervisors noticed of permanent layoff to demonstrate qualifications for positions to which they may be able to transfer or demote.

### **Section 9. Layoff Lists.**

- A. **Seniority Unit Layoff List.** The names of supervisors who have been laid off or reallocated downward to a class in a lower salary range or supervisors who have accepted a demotion or who have accepted a transfer to a non-supervisory class in lieu of layoff shall be automatically placed on a Seniority Unit Layoff List for the seniority unit, classification/class option, geographic location and employment condition from which they were laid off, reallocated downward or bumped in the order of their Classification Seniority. Supervisors may also indicate, in writing on a document provided by the Appointing Authority, other geographic locations for which they are available. Names shall be retained on the Seniority Unit Layoff List for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of four (4) years. The supervisor may change their availability by notifying Minnesota Management & Budget in writing.
- B. **Bargaining Unit Layoff List/Same Classification.** The names of such supervisors shall also be placed on a Bargaining Unit Layoff List/Same Classification for the bargaining unit, classification/class option, geographic location and employment condition from which they

were laid off or bumped in the order of Classification Seniority. Names shall be retained on the Bargaining Unit Layoff List/Same Classification for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of four (4) years.

When a supervisor's name is placed on the Bargaining Unit Layoff List/Same Classification, the supervisor shall indicate in writing the geographic location(s) for which they would accept recall. The supervisor may change their availability by notifying Minnesota Management & Budget in writing.

- C. **Bargaining Unit Layoff List/Other Classifications.** The supervisor who has been laid off, reallocated, demoted to a class in a lower salary range or who has accepted a demotion in lieu of layoff may also designate in writing other equal or lower bargaining unit classification(s) in which they previously served. Their name shall then be placed on the Bargaining Unit

Layoff List/Other Classifications for those classes/class options in order of Classification Seniority. The names shall remain on the list for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of four (4) years.

When a supervisor's name is placed on the Bargaining Unit Layoff List/Other Classifications, the supervisor shall indicate in writing the geographic location(s) for which they would accept recall. The supervisor may change their availability by notifying Minnesota Management & Budget in writing.

The provisions of Sections 9 (B) and (C) shall not apply to supervisors on seasonal layoff.

#### **Section 10. Recall.**

- A. Supervisors shall be recalled from layoff in the order in which their names appear on the layoff list(s) as specified in Section 9, above, provided the supervisor is qualified for the position.
- B. Seasonal supervisors shall be recalled in the order in which their names appear on the seasonal list for the seniority unit and principal place of employment from which they were laid off.
- C. A supervisor shall be notified of recall by personal notice or certified mail (return receipt required) sent to the supervisor's last known address at least fifteen (15) calendar days prior to the reporting date. The supervisor shall notify the Appointing Authority by certified mail (return receipt required) within five (5) calendar days of receipt of notification, of intent to return to work and shall report for work on the reporting date unless other arrangements are made. The fifteen (15) calendar day notice includes the supervisor's five (5) calendar day response time. It shall be the supervisor's responsibility to keep the Appointing Authority informed of their current address.

- D. The Appointing Authority may temporarily assign supervisor(s) to any vacancies or openings to fulfill operating requirements during the period while the recall process is taking place.

**Section 11. Removal From Layoff Lists.** Supervisors shall be removed from all layoff lists for any of the following reasons:

- A. Recall to a permanent position from the Seniority Unit Layoff List or Bargaining Unit Layoff List/Same Classification. In the event that a supervisor is recalled to a seniority unit other than the one from which they were laid off, and the supervisor does not successfully complete the probationary period, such supervisor's name shall be restored to the original Seniority Unit Layoff List for the remainder of the time period originally provided in Section 8A.

When a supervisor is recalled from the Bargaining Unit Layoff List/Other Classification, their name shall remain on other layoff lists.

- B. Failure to accept recall to a permanent position within thirty-five (35) miles of the supervisor's previous work location.
- C. Failure to accept recall to a permanent position in a geographic location more than thirty-five (35) miles from the supervisor's previous work location, except that the supervisor will remain on the Seniority Unit Layoff List for recall to a position within thirty-five (35) miles of the supervisor's previous work location.
- D. Appointment to a permanent position in a class which is equal to or higher than the one from which the supervisor was laid off. However, supervisors who transfer to a non-supervisory class in lieu of layoff shall not be removed from the layoff list. They shall remain on the layoff list for the supervisory class from which they were laid off, until they are recalled to an equal supervisory position or meet one of the criteria in Section 10 above.
- E. Resignation, retirement or termination from State service.

**Section 12. Exclusions.** The provisions of this Article shall not apply to unclassified supervisors.

## **ARTICLE 14 - FILLING OF POSITIONS**

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**Section 1. Vacancies.** A vacancy is defined as a permanent position in the classified service which the Appointing Authority determines to fill. A vacancy is not created by reallocation, unless the incumbent fails to qualify for appointment to the new class.

Prior to filling a vacancy by other means, the Appointing Authority shall reassign a supervisor who has received notice of layoff, to the vacant position if the vacant position is within thirty-five (35) miles in the same class (or class option or another option within that class for which supervisor is determined by the Employer to be qualified), seniority unit, and employment condition as the position to be eliminated.

**Section 2. Job Posting.** Whenever a vacancy occurs, it shall be posted within the seniority unit for seven (7) calendar days so that qualified supervisors in the same classification may indicate their desire to be considered for the position. The posting shall include the classification/class option, a brief description of the position and the required qualifications. A copy of each posting shall be sent to the MMA Office at the time of the posting. If the seven (7) calendar day posting ends on a weekend or holiday, the expiration date shall be the day following the weekend or holiday. For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of vacancies or copies of job postings for other seniority units within the agency.

With notification to the Association, the Appointing Authority may institute electronic posting.

**Section 3. Filling of Vacancies.** All permanent or probationary classified supervisors in the same class and seniority unit who meet the posted qualifications and who express their interest in writing, shall be given consideration for the opening prior to filling the vacancy through other available means. If requested by the supervisor, an interview shall be provided before filling the vacancy.

If a Seniority Unit Layoff List exists for the classification, seniority unit, geographic location, and employment condition, selection shall then be made from qualified supervisors on that list.

If the vacancy is not filled by the Seniority Unit Layoff List, it may be filled by a qualified supervisor exercising claiming rights. Such supervisor may not request a transfer or demotion to another Appointing Authority if a comparable vacancy within thirty-five (35) miles of the supervisor's work location is available which the current Appointing Authority determines to fill.

If the vacancy remains unfilled and other layoff lists exist for that classification and that geographic location and employment condition, the Appointing Authority shall either:

- 1) transfer or promote a current non-probationary permanent supervisory bargaining unit employee, or
- 2) recall a qualified supervisor from the following layoff lists in the order set forth below:

A. Bargaining Unit Layoff List/Same Classification

When recalling from a Bargaining Unit Layoff List/Same Classification, those agencies with multiple seniority units (Education, Corrections, Human Services, Minnesota State Colleges and Universities, Department of Veterans Affairs) shall recall a qualified supervisor from another seniority unit within that agency before recalling a supervisor from a different agency.

B. Bargaining Unit Layoff List/Other Classification

If the vacancy is not filled by the use of a layoff list for that classification, geographic location, and employment condition, or by transfer or promotion as noted above, the Appointing Authority may fill the vacancy by the use of any of the following methods:

1. multi-source recruitment selection system
2. voluntary demotion
3. voluntary transfer
4. reinstatement
5. other: any other appointment procedure pursuant to statute.

**Section 4. Transfers Between Agencies.** Supervisors may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Office of Human Resources of the Appointing Authority to which they wish to transfer with a copy to the Office of Human Resources of the Appointing Authority by which they are currently employed.

When the Appointing Authority to which the supervisor wishes to transfer agrees to the transfer and does not require that the supervisor serve a new probationary period, the supervisor's current Appointing Authority shall agree to the transfer.

**Section 5. Pilot Program – Phased Retirement.** See Letter dated August 18, 2017 for Phased Retirement options at participating Appointing Authorities.

## **ARTICLE 15 - PROBATIONARY PERIOD**

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**Section 1. Probationary Period.** All unlimited appointments to positions in the classified service, except appointments from layoff lists, shall require a probationary period as follows:

Half to Full-Time positions	Nine calendar months
Less than Half-Time positions	Eighteen calendar months.

Supervisors on their initial appointment to the bargaining unit and appointed to a half to full-time position shall serve a probationary period of twelve (12) calendar months.

Notwithstanding the above, an incumbent appointed to a reallocated position shall serve a three (3) month probationary period. The Appointing Authority and the Association may extend the probationary period, not to exceed an additional three (3) months.

A calendar month is defined as the time between the date of employment and the corresponding date in the next following month. Any paid or unpaid leaves of absence as defined by Article 10 in excess of an aggregate total of ten (10) working days shall be added to the duration of the probationary period. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified employment. Supervisors promoted prior to the completion of their probationary period to a higher classification in the same occupational field and Appointing Authority, shall complete the probationary period in the lower classification by service in the higher classification.

An Appointing Authority may require a probationary period as specified above for transfers and reinstatements. An Appointing Authority may also require a probationary period when a supervisor voluntarily demotes to a position in an agency different from the one presently employed in, or to a classification in which the supervisor has not previously served. All supervisors shall be provided with a mid-probationary review if requested by the supervisor.

Supervisors placed on a layoff prior to the completion of their probationary period shall be required to complete the probationary period upon return from the layoff.

Supervisors laid off more than two (2) years may be required to serve a probationary period.

A supervisor shall be required to serve a probationary period, unless waived in writing by the superior, for the length of time specified above when recalled to a position in a seniority unit other than the one from which they were laid off.

**Section 2. Non-certification.** If the Appointing Authority decides a supervisor cannot successfully complete the probationary period as provided above, such supervisor shall not be certified. However, if the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, the Appointing Authority may extend the probationary period up to three (3) months if work performance feedback has been given in writing at the approximate mid-point of the probationary period. The supervisor will be notified in writing of any extension, with a copy to the Association, prior to the end of the initial probationary period.

Probationary supervisors serving a probationary period may upon request meet with the Appointing Authority, with or without the Association representative, to discuss the non-certification decision.

Supervisors who have permanent status in another classification who fail to be certified in a subsequent probationary period may upon request have a meeting with the Appointing Authority, with or without the Association representative, to discuss the non-certification decision.

Upon request, such supervisors shall be given the reason for the non-certification.

The provisions of Article 6 and Article 7 shall not apply to supervisors serving in an initial probationary period. Additionally, permanent supervisors serving a subsequent probationary period cannot use Article 7 to appeal a non-certification decision.

**Section 3. Trial Period.** Supervisors serving a probationary period pursuant to this Article shall have a trial period of two (2) calendar weeks for the purpose of evaluation. During this trial period, the supervisor may elect to return to their former position. In the event a supervisor does not successfully complete the remaining probationary period after the two (2) calendar week trial period, the supervisor shall be restored to their former position, if vacant. If such vacancy does not exist, the supervisor shall be restored to a vacant position in their former classification/class option within the agency and geographic area from which the supervisor

came. If no such vacancy exists, the supervisor shall be restored to a position in their former classification and agency.

## **ARTICLE 16 - WAGES**

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**Section 1. Salary Ranges.** The salary ranges for classes covered by this Agreement shall be those contained in Appendices F-1 and F-2. In the event that supervisors are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such class shall be established by Minnesota Management & Budget which will advise the Association and upon request, discuss the new salary range in advance of final establishment. The salary range established by the Department shall be based on comparability and internal consistency between classes in the salary plan. The Employer may assign a class to a higher salary range during the life of this Agreement after consultation with the Association.

**Section 2. Conversion.** Effective July 1, 2019, all supervisors shall be assigned to the same relative step within the salary range for their respective class as specified in Appendix F-1, except as set forth below.

Supervisors who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new range.

In the event the July 1, 2019, maximum rate set forth in Appendix F-1 is equal to or less than the supervisor's salary as of June 30, 2019, no adjustment shall be made, but supervisors assigned to these classes shall suffer no reduction in pay.

**Section 3. First Year Wage Adjustment.** Effective July 1, 2019, all salary ranges and rates shall be increased by two and one-quarter percent (2.25%), rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in Appendix F-1. Supervisors shall convert to the new compensation grids as provided in Section 2. Conversion to the new compensation grid shall not change a supervisor's eligibility for step progression increases.

**Section 4. Second Year Wage Adjustment.** Effective July 1, 2020, all salary ranges and rates shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. Salary increases provided by this section shall be given to all supervisors including those supervisors whose rates of pay exceed the maximum rate for their class. The compensation grids for classes covered by this Agreement are contained in Appendix F-2. Conversion to the new compensation grid shall not change a supervisor's eligibility for step progression increases.

**Section 5. Progression.** All increases authorized by this Section shall be effective at the start of the pay period nearest to the supervisor's anniversary date.

Appointing Authorities may withhold step increases because of unsatisfactory service, with written notice to the supervisor. Increases so withheld may subsequently be granted upon certification by the Appointing Authority that the supervisor has achieved a satisfactory level. If an Appointing Authority fails to give the supervisor written notice prior to the supervisor's anniversary date that a step increase is to be withheld because of less than satisfactory performance, the increase shall be granted. The substantive judgment of the supervisor's superior regarding their performance is not grievable/arbitrable; however, the withholding of a step increase is grievable/arbitrable.

- A. **Progression for Supervisors Assigned to Progression Code 1, as Identified in Appendices F-1 and F-2.** Supervisors may receive a one-step salary increase annually on their anniversary date until reaching the maximum rate in their salary range, provided satisfactory performance is indicated by their Appointing Authority.

Authorized increases shall be recommended in the context of performance measured against specific performance standards or objectives. Increases will not be recommended for supervisors who have not met, or only marginally attained, performance standards or objectives.

The anniversary date for all persons employed on or before May 30, 1973, shall be May 30. For those reinstated from a leave of absence during the period May 30, 1973, through June 30, 1975, the anniversary date shall be the month and date of such reinstatement. After June 30, 1975, reinstatement from a leave of absence shall not change a supervisor's anniversary date. For all supervisors employed, promoted, reinstated after resignation or retirement, or re-employed after May 30, 1973, the anniversary date shall be the month and date of such action.

- B. **Progression for Supervisors Assigned to Progression Code 2, as Identified in Appendices F-1 and F-2.** Advancement from step one to step two and from step two to step three shall occur semi-annually. Supervisors at or beyond the third step shall advance to the next higher step in their salary range annually until the maximum rate of pay is attained.

## **Section 6. Achievement Awards.**

**Individual Achievement Awards.** Any supervisor who has demonstrated outstanding performance may receive an achievement award in the form of 1) a lump sum payment of \$1,600, or 2) a one step salary increase. The form of the achievement award, either 1) or 2) above, shall be at the discretion of the Appointing Authority. If the supervisor's salary is at or above the maximum salary rate for their salary classification, the achievement award shall be paid as a lump sum. The receipt of an achievement award as a step increase shall not change the supervisor's anniversary date nor affect the timing of future progression increases.

In no instance during a fiscal year shall achievement awards be granted to more than forty (40) percent of the number of supervisors authorized at the beginning of the fiscal year, except that

in seniority units of three (3) or fewer supervisors, the Appointing Authority may grant one (1) achievement award in each seniority unit.

**Team Achievement Awards (Pilot).** The Appointing Authority, at their discretion, may provide a team award to any supervisor who has demonstrated outstanding performance as part of a team. The team achievement award shall be a lump sum payment of up to one thousand dollars (\$1,000).

Supervisors may receive both an individual and a team achievement award in one (1) fiscal year. The provisions on team achievement awards shall become effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2021-2023 contract, unless the parties agree to extend that date.

No more than forty (40) percent of the number of supervisors at any agency may receive a team achievement award per fiscal year. However, in seniority units of three (3) or fewer supervisors, the Appointing Authority may grant one (1) achievement award in each seniority unit. When granting team achievement awards, the Appointing Authority may exceed the forty percent (40%) limit specified above, provided that the total dollar amount awarded does not exceed the aggregate amount would otherwise be spent on achievement awards in a fiscal year.

#### **Section 7. Salary Upon Class Change.**

- A. **Promotion.** Supervisors who are promoted during the life of this Agreement shall be granted a salary increase of at least one (1) step or shall be paid at the minimum of the higher range, whichever is greater.
- B. **Voluntary Transfer.** A supervisor who transfers within the same class shall receive no salary adjustment. A supervisor who transfers between classes shall receive the minimum adjustment necessary to bring their salary up to the minimum salary for the new class or up to a published salary rate for the class. However, a supervisor receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.
- C. **Voluntary Demotion for Other than Cause.** A supervisor who takes a voluntary demotion or a demotion in lieu of layoff shall retain their present salary unless that salary exceeds the maximum rate of pay for the new position in which case the supervisor's salary shall be adjusted to the new maximum. However, a supervisor may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Minnesota Management & Budget.
- D. **Demotion for Cause.** A supervisor who is demoted for cause shall receive a salary rate within the range for the class to which they are demoted.
- E. **Reallocation.** If a position is reallocated to a class in a lower salary range, and the salary of the supervisor exceeds the maximum of the new range the supervisor shall be placed in the

new class and shall retain their current salary. In addition, the supervisor shall receive any across the board or conversion increases as provided by this Agreement.

If the incumbent of a position which is reallocated to a higher classification receives a probationary appointment to the reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after Minnesota Management & Budget receives a reallocation request determined by Minnesota Management & Budget to be properly documented, and the payment shall continue from that date until the effective date of the probationary appointment.

Such payment does not apply to reallocations resulting from department or division or group studies initiated by Minnesota Management & Budget or the Appointing Authority. The Commissioner of Minnesota Management & Budget shall determine when such payment is appropriate.

- F. **Non-certification during Probationary Period.** A supervisor who is not certified to permanent status and returns to their former class shall have their salary restored to the same rate of pay the supervisor would have received had they remained in the former class.

**Section 8. Shift Differential.** The shift differential for supervisors working on assigned shifts shall be one dollar and sixty-five cents (\$1.65) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m. Such shift differential shall be in addition to the supervisor's regular rate of pay, shall be included in all payroll calculations, but shall not apply during periods of paid leave.

**Section 9. Work Out of Class.** When a supervisor is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied and the work out of class assignment exceeds ten (10) consecutive work days in duration, the supervisor shall be paid for all such hours at the supervisor's current salary when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or at least one (1) step higher than the supervisor's current salary, whichever is greater. When a supervisor is assigned to serve in a class for which they are on a layoff list, the supervisor shall be paid as provided above or the maximum step previously achieved by the supervisor, whichever is greater.

**Section 10. Severance Pay.** A supervisor shall be entitled to severance pay immediately following separation from State service by reason of:

- Separation, for reasons other than discharge, following five (5) years of continuous State service, and who is immediately eligible at the time of separation for Medicare;
- Separation, for reasons other than discharge, following ten (10) years of continuous State service, and who is immediately entitled at the time of separation to receive an annuity under a State retirement program;
- Separation, for reasons other than discharge, following twenty (20) or more years of continuous State service;
- Layoff, except for seasonal layoff; or

- Death.

Certain supervisors shall have their severance pay converted to a Health Care Savings Plan. See Article 16, Section 11. Severance pay shall be equal to thirty-five (35) percent of the supervisor's accumulated but unused sick leave times the supervisor's regular rate of pay at the time of separation.

Supervisors who have been laid off and received severance pay and are reappointed to State service are eligible for additional severance only if they meet the continuous State service requirement.

Supervisors who have received severance as a result of continuous State service and are reappointed to State service are eligible for additional severance upon separation.

Severance for eligible supervisors returning to State service shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the supervisor's credit at the time the supervisor was reappointed and the amount of accumulated but unused sick leave at the time of the supervisor's subsequent eligibility for severance pay.

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid over a period not to exceed two (2) years from termination of employment. In the event that a terminated supervisor dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

**Section 11. Health Care Savings Plan.** The following supervisors shall have one hundred percent (100%) of severance pay and one hundred percent (100%) of vacation payout (limited to two hundred sixty (260) hours except in the case of death) converted to a Health Care Savings Plan (HCSP):

- 1) Supervisors who separate from State service with twenty (20) or more years of continuous State service and eligible to receive severance pay;
- 2) Supervisors retiring with less than twenty (20) years of continuous State service and eligible to receive severance pay;
- 3) Supervisors with twenty (20) or more years of continuous State service who are laid off.

Supervisors who do not meet the criteria for the Health Care Savings Plan as outlined in Sections 11(1), 11(2) and 11(3) above or whose severance, vacation and compensatory bank liquidation total less than five hundred dollars (\$500) will continue to receive such payments in cash.

In all other cases in which a supervisor is eligible for severance (including death of the supervisor), severance payment shall be made in cash.

Effective July 1, 2014 all supervisors shall contribute one percent (1%) of their gross earnings subject to retirement into a personal Health Care Savings Plan account with the Minnesota State Retirement System each pay period. The contribution shall occur regardless of whether or not the employee's position is retirement eligible.

**Section 12. Injured on Duty Pay.** A supervisor who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person, or which is incurred while attempting to apprehend or take into custody such person, that requires the employee to seek medical attention during or immediately following their shift shall be compensated a lump sum payment for the time until admission and/or discharge not to exceed four (4) hours. If transport to a secondary medical facility is required, up to an additional four (4) hours shall be granted (**Pilot**). The pilot shall become effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2021-2023 contract, unless the parties agree to extend that date. When the injury continues past the initial shift, the supervisor shall receive compensation in an amount equal to the difference between the supervisor's regular rate of pay and benefits paid under Workers' Compensation, without deduction from the supervisor's accrued sick leave.

Such compensation shall not exceed an amount equal to three hundred (300) times the supervisor's regular hourly rate of pay per disabling injury.

**Section 13. Health and Dental Premium Accounts.** The Employer agrees to provide insurance eligible supervisors with the option to pay for the supervisor portion of health and dental premiums on a pretax basis as permitted by law or regulation.

**Section 14. Medical/Dental Expense Account.** The Employer agrees to allow insurance eligible supervisors to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation up to the maximum amount of salary reduction contributions allowed per calendar year under Section 125 of the Internal Revenue code or other applicable federal law.

**Section 15. Dependent Care Expense Account.** The Employer agrees to provide insurance eligible supervisors with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

**Section 16. State Contribution to Deferred Compensation Plan.** The Employer agrees to provide supervisors with a state-paid contribution to the State deferred compensation program under M.S. 352.96 or a tax-sheltered annuity contract as permitted by M.S. 356.24, subd. 1, paragraph 4. The state-paid contribution shall be in an amount matching supervisor contributions on a dollar for dollar basis, not to exceed four hundred dollars (\$400) per supervisor per fiscal year.

See Article 11, Section 3 for compensatory time bank conversion to deferred compensation.

See also Article 8, Section 9 for vacation conversion to deferred compensation.

**Section 17. 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 18. 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 recruiting incentive during this contract period remain eligible to receive the full payment in subsequent contracts even if this pilot program is discontinued.

**Section 19. 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 legislature’s ratification of the 2021 – 2023 contract.

## **ARTICLE 17 - INSURANCE**

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**Section 1. State Employee Group Insurance Program (SEGIP).** During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this Article.

All insurance eligible supervisors will be provided access to an electronic summary of benefits (SOB) or certificate of coverage (COC) for each insurance product. These documents shall be provided no less than biennially and prior to the beginning of the insurance year.

**Section 2. Eligibility for Group Participation.** This section describes eligibility to participate in the Group Insurance Program.

- A. **Supervisors - Basic Eligibility.** Supervisors may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, or temporary classified, or intermittent supervisors; (2) student workers; and (3) interns.
- B. **Supervisors - Special Eligibility.** The following supervisors are also eligible to participate in the Group Insurance Program:
1. **DNR Supervisors.** A supervisor of the Department of Natural Resources may meet the basic eligibility requirement for participation in the Group Insurance Program based on a combination of seasonal and temporary project employment. Eligibility commences after completion of three (3) years of continuous service in which the basic eligibility requirements are met; continues until the supervisor completes a year in which the

basic eligibility requirements are not met; and commences again after the supervisor meets or is anticipated to meet the basic eligibility requirements in one (1) year.

2. **Supervisors with a Work-related Injury/Disability.** A supervisor who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such a supervisor receives workers' compensation payments or while the workers' compensation claim is pending.
3. **Totally Disabled Supervisors.** Consistent with M.S. 62A.148, certain totally disabled supervisors may continue to participate in the Group Insurance Program.
4. **Separated Supervisors Under M.S. 43A.27.** Pursuant to M.S. 43A.27, Subdivision 3a(1), a supervisor who separates or retires from State service and who, at the time of separation has five (5) or more years of allowable pension service and is entitled to immediately receive an annuity under a State retirement program and, who is not eligible for regular (non-disability) Medicare coverage, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

Consistent with M.S. 43A.27, Subdivision 3a(2), a supervisor who separates or retires from State service and who, at the time of separation is at least fifty (50) years of age and at least fifteen (15) years of State service may continue to participate in the health and dental coverages offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

C. **Dependents.** Eligible dependents for the purposes of this Article are as follows:

1. **Spouse.** The spouse of an eligible supervisor (if legally married under Minnesota law). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization, they are not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.

Effective January 1, 2015 if both spouses work for the State or another organization participating in the State's Group Insurance Program, a spouse may be covered as a dependent by the other.

2. **Children.**
  - a. **Health and Dental Coverage:** A dependent child is an eligible supervisor's child to age twenty-six (26).

- b. **Dependent Child**: A “dependent child” includes a supervisor’s (1) biological child, (2) child legally adopted by or placed for adoption with the supervisor, (3) step-child, and (4) foster child who has been placed with the supervisor by an authorized placement agency or by a judgment, decree, or other court order. For a step-child to be considered a dependent child, the supervisor must be legally married to the child’s legal parent or legal guardian. A supervisor (or the supervisor’s spouse or jointly) must have permanent, full and sole legal and physical custody of the foster child.
- c. **Coverage Under Only One Plan**: For purposes of (a) and (b) above, if the supervisor’s adult child (age 18 to 26) works for the State or another organization participating in the State’s Group Insurance Program, the child may not be covered as a dependent by the supervisor unless the child is not eligible for a full Employer contribution as defined in Section 3A.

Effective January 1, 2015 for purposes of (a) and (b) above, if the supervisor’s adult child (age 18 to 26) works for the State or another organization participating in the State’s Group Insurance Program, the child may be covered as a dependent by the supervisor.

- 3. **Grandchildren**. A dependent grandchild is an eligible supervisor’s unmarried dependent grandchild who:
  - a. Is financially dependent upon the supervisor for principal support and maintenance and has resided with the supervisor continuously from birth, or
  - b. Resides with the supervisor and is dependent upon the supervisor for principal support and maintenance and is the child of the supervisor’s unmarried child (the parent) to age nineteen (19).

If a grandchild is legally adopted or placed in the legal custody of the grandparent, they are covered as a dependent child under Section 2C (2) and (4).

- 4. **Disabled Child**. A disabled dependent child is an eligible supervisor’s child or grandchild regardless of marital status, who was covered and then disabled prior to the limiting age or any other limiting term required for dependent coverage and who continues to be incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability, and is chiefly dependent upon the supervisor for support and maintenance, provided proof of such incapacity and dependency must be furnished to the health carrier by the supervisor or enrollee within thirty one (31) days of the child’s attainment of the limiting age or any other limiting term required for dependent coverage. The disabled dependent is eligible to continue coverage as long as s/he continues to be disabled and dependent, unless coverage terminates under the contract.

5. **Qualified Medical Child Support Order.** A child who would otherwise meet the eligibility requirements and is required to be covered by a Qualified Medical Child Support Order (QMCSO) is considered an eligible dependent.
  6. **Child Coverage Limited to Coverage Under One Employee.** If both spouses work for the State or another organization participating in the State's Group Insurance Program, either spouse, but not both, may cover the eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried supervisors who share legal responsibility for their eligible dependent children or grandchildren.
- D. **Continuation Coverage.** Consistent with state and federal laws, certain supervisors, former supervisors, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:
- a. termination of employment (except for gross misconduct);
  - b. layoff;
  - c. reduction of hours to an ineligible status;
  - d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
  - e. death of supervisor;
  - f. divorce or legal separation; or
  - g. a covered supervisor's enrollment in Medicare.

**Section 3. Eligibility for Employer Contribution.** This section describes eligibility for an Employer Contribution toward the cost of coverage.

- A. **Full Employer Contribution - Basic Eligibility.** Supervisors covered by this Agreement who are scheduled to work at least seventy-five (75) percent of the time are eligible for the full Employer Contribution. This means:
1. Supervisors who are scheduled to work at least eighty (80) hours per pay period for a period of nine (9) months or more in any twelve (12) consecutive months.
  2. Supervisors who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal supervisors serving on less than a seventy-five (75) percent basis.
- B. **Partial Employer Contribution - Basic Eligibility.** The following supervisors covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the supervisor's option, a partial Employer Contribution for health and dental coverages if they are scheduled to work at least fifty (50) percent but less than seventy-five (75) percent of the time. This means:

1. Supervisors who hold part-time appointments and who are scheduled to work at least forty (40) hours but less than sixty (60) hours per pay period for twelve (12) consecutive months.
2. Supervisors who hold part-time appointments or seasonal supervisors and who are scheduled to work at least one thousand forty four (1044) hours over a period of any twelve (12) consecutive months.

The partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution.

C. **Special Eligibility.** The following supervisors also receive an Employer Contribution:

1. **DNR Supervisors.** A supervisor of the Department of Natural Resources may meet the basic requirements for a full or partial Employer Contribution based on a combination of seasonal and temporary project employment, as described in Section 2B1.
2. **Supervisors on Layoff.** A classified supervisor who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been permanently or seasonally laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for an extended benefit eligibility period of six (6) months from the date of layoff.

**Seasonal Layoff.** The calculation in determining the six (6) months duration of eligibility for an Employer contribution begins on the date the supervisor is seasonally laid off.

**Permanent Layoff.** The calculation in determining the six (6) month duration of eligibility for an employer contribution begins on the date the supervisor is permanently laid off or accepts an appointment in lieu of layoff without a break in service with a lesser employer-paid insurance contribution than the supervisor was receiving in the appointment from which the layoff occurred and is no longer actively employed in the appointment from which the layoff occurred.

In the event the supervisor, while on permanent or seasonal layoff, is rehired to any state job classification with a lesser employer-paid insurance contribution than the supervisor is receiving under the six (6) months of insurance continuation, the supervisor shall continue to receive the employer contribution toward the employer-paid insurance for the duration of the six (6) months.

However, notwithstanding the paragraph above, in the event the supervisor successfully claims another state job in any agency and classification which is insurance eligible without a break in service, and is subsequently non-certified or involuntarily separated, the six (6) month duration for the employer contribution toward insurance benefits will begin at the time the supervisor is non-certified or otherwise involuntarily separated and is no longer actively employed by the Employer.

In no event shall an extended benefit eligibility period be longer than a total of six (6) months. Further, a supervisor must be receiving an Employer Contribution under Section 3 (A) or (B) at the time of layoff in order to be eligible for the six (6) months continuation of insurance.

3. **Work-related Injury/Disability.** A supervisor who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such a supervisor receives workers' compensation payments. If such supervisor ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Article 10, they shall be eligible for an Employer contribution during that leave.
4. **Corrections Early Retirement Incentive.**
  - a. **Corrections Early Retirement Incentive Options.** Any supervisor who is appointed to 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 supervisor who reaches the age of fifty (50) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) 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 any 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 supervisor at the time of their retirement, divided by the number of months until the supervisor reaches the age of sixty-five (65).

- 2) **Post-Fifty-Five Corrections Early Retirement Incentive.** Any supervisor who reaches the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is appointed to 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 supervisor 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.

b. **Conditions for Eligibility.**

1. **CERP Supervisors Who Are Covered By This Agreement Before February 20,**

**2013.** CERP Supervisors who are in a classification covered by this Agreement before February 20, 2013 shall be subject to the following conditions for eligibility:

- a) Supervisors exercising either of these options must be eligible for insurance coverage under the provisions of this Article.
- b) Supervisors exercising either of these options shall be provided with the health and dental insurance which the supervisor had in place on the day before they retired. For employees retiring directly from an unpaid medical leave, coverage must have been continued throughout the leave in order to qualify for the Employer Contribution. Such employees shall receive the level of Employer Contribution they were eligible for the day before their unpaid leave began.
- c) Supervisors eligible to receive an Employer contribution for health and dental coverage immediately prior to taking advantage of the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) shall continue to receive an Employer contribution for themselves and their enrolled dependents until the supervisor reaches the age of sixty-five (65).
- d) Supervisors who retire with no Employer contribution for dependent coverage or who terminate dependent coverage following retirement may add a dependent in accordance with Section 5B1; however, that supervisor shall not subsequently be eligible for an Employer contribution for dependent coverage except when the dependent is the supervisor's spouse and the spouse immediately at the time of their retirement is enrolled in SEGIP and receiving an Employer contribution for health and dental coverage.
- e) Receipt of the Corrections Early Retirement Incentive benefits is contingent upon completion of all the required forms and continued payment of the required premium.
- f) Supervisors on an unpaid leave of absence in excess of one (1) year, excluding military and medical leaves, shall be subject to the provisions in Section 3C4b2) below.

2. **Supervisors Who Are Covered By This Agreement On or After February 20,**

**2013.** CERP Supervisors who promote, demote, transfer, or who are appointed to a classification covered by this Agreement on or after February 20, 2013 shall be subject to the conditions listed directly above in Section 3C4b1) and the following additional conditions for eligibility:

- a) Supervisors must have a minimum cumulative total of ten (10) years of service in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) at the time of their date of retirement. Any time spent in a classification that is not covered under the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) will not satisfy, and will not be combined with covered time to satisfy, the required time.
- b) Supervisors must have been employed in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) for a minimum of five (5) years immediately preceding their date of retirement.

**D. Maintaining Eligibility for Employer Contribution.**

- 1. **General.** A supervisor who receives a full or partial Employer Contribution maintains that eligibility as long as the supervisor meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to supervisors who receive an Employer Contribution while on layoff as described in Section 3C2, or while eligible for workers' compensation payments as described in Section 3C3.
- 2. **Unpaid Leave of Absence.** If a supervisor is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the supervisor on a State payroll for one (1) working day per pay period.
- 3. **School Year Employment.** If a supervisor is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the supervisor shall nonetheless remain eligible for an Employer Contribution, provided that the supervisor appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
- 4. **Special Leaves.** A supervisor who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

**Section 4. Amount of Employer Contribution.** The Employer Contribution amounts and rules in effect on June 30, 2019 will continue through December 31, 2019.

**A. Contribution Formula - Health Coverage.**

- 1. **Supervisor Coverage.** For supervisor health coverage for the 2020 and 2021 plan years, the Employer contributes an amount equal to ninety-five percent (95%) of the supervisor-only premium of the Minnesota Advantage Health Plan (Advantage).

2. **Dependent Coverage.** For dependent health coverage for the 2020 and 2021 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the dependent premium of Advantage.

**B. Contribution Formula - Dental Coverage.**

1. **Supervisor Coverage.** For supervisor dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the supervisor premium of the State Dental Plan, or the actual supervisor premium of the dental plan chosen by the supervisor. However, beginning January 1, 2019, the minimum supervisor contribution shall be thirteen dollars and fifty cents (\$13.50) per month.
2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the supervisor.

- C. **Contribution Formula - Basic Life Coverage.** For supervisor basic life coverage and accidental death and dismemberment coverage, the Employer contributes one-hundred (100) percent of the cost.

**Section 5. Coverage Changes and Effective Dates.**

**A. When Coverage May Be Chosen.**

1. **Newly Hired Supervisors.** All supervisors hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible supervisors will automatically be enrolled in basic life coverage. If supervisors eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, and do not waive medical coverage, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the supervisor's residence at the beginning of the insurance year. If a supervisor does not choose a health plan administrator and primary care clinic by their initial effective date, but was previously covered as a dependent immediately prior to their initial effective date, they will be defaulted to the plan administrator and primary care clinic in which they were previously enrolled.
2. **Eligibility Changes.** Supervisors who become eligible for a full employer contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If supervisors do not choose a health plan administrator and a primary care clinic and do not waive coverage within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the supervisor's residence at the beginning of the insurance year.

If supervisors who become eligible for a partial Employer Contribution choose to enroll in insurance, they must do so within thirty (30) days of becoming eligible or during open enrollment.

A supervisor may change their health or dental plan if the supervisor changes to a new permanent work location or residence, and the supervisor's current plan is no longer available. If the supervisor has family coverage and if the new residence location is outside of the current plan's service area, the supervisor shall be permitted to switch to a new plan administrator and a new Benefit Level within thirty (30) days of the residence location change. The election change must be due to and correspond with the change in status. A supervisor who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change their health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period. A supervisor or retired supervisor may also change health or dental plans in any other situation in which the Employer is required by applicable federal or state law to allow a plan change.

3. **Waiving Medical Coverage.** Effective July 1, 2017 supervisors may choose to waive medical coverage. If a supervisor is eligible for the full employer contribution and desires to waive medical coverage, the supervisor must submit a Waiver of Medical Coverage form and provide proof of other coverage by the end of the supervisor's enrollment period. If a supervisor does not submit the form and proof by the end of the supervisor's enrollment period, the supervisor will be enrolled in medical coverage, with the next opportunity to waive coverage during Open Enrollment or upon a permitted Qualified Life Event. If a supervisor waives medical coverage, the supervisor can elect it again during the next Open Enrollment or midyear upon a permitted Qualified Life Event.

**B. When Coverage May be Changed or Cancelled.**

1. **Changes Due to a Life Event.** After the initial enrollment period and outside of any open enrollment period, a supervisor may elect to change health or dental coverage (including adding or canceling coverage) and any applicable supervisor contributions in the following situations (as long as allowed under the applicable provisions, regulations, and rules of the federal and state law in effect at the beginning of the plan year).

The request to change coverage must be consistent with a change in status that qualifies as a life event, and does not include changing health or dental plans, which may only be done under the terms of Section 5A above. Any election to add coverage must be made within thirty (30) days following the event, and any election to cancel coverage must be made within sixty (60) days following the event. (A supervisor and a retired supervisor may add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child, without regard to the thirty (30) day limit.) These life events (for both supervisors and retirees) are:

- a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.
- b. A change in number of dependents, including birth, death, adoption, and placement for adoption.
- c. A change in employment status of the supervisor, or the supervisor's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the supervisor, the supervisor's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
- d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age or otherwise no longer meets the eligibility requirements under Section 2C.
- e. A change in the place of residence of the supervisor, retiree or their spouse, or dependent that is not in the health plan administrator's service area.
- f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
- g. Family Medical Leave Act (FMLA) leave.
- h. Judgments, decrees or orders.
- i. A change in coverage of a spouse or dependent under another Employer's plan.
- j. Open enrollment under the plan of another Employer.
- k. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.
- l. A COBRA-qualifying event.
- m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).
- n. Entitlement to Medicare or Medicaid.
- o. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.

2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).
3. **Canceling Supervisor Coverage.** A part-time supervisor may also cancel supervisor coverage within sixty (60) days of when one of the life events set forth above occurs.
4. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible supervisor or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible supervisor status.

C. **Effective Date of Coverage.**

1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the thirty-fifty (35th) day following the supervisor's first day of employment, re-hire, or reinstatement with the State. The initial effective date of coverage for a supervisor whose eligibility has changed is the date of the change. A supervisor must be actively at work on the initial effective date of coverage, except that a supervisor who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a supervisor's dependent's coverage become effective before the supervisor's coverage.

If a supervisor is not actively at work due to supervisor or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the supervisor returns to work.)

2. **Delay in Coverage Effective Date.**
  - a. **Basic Life.** If a supervisor is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the supervisor's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a supervisor is on an unpaid leave of absence or layoff.
  - b. **Medical and Dental.** If a supervisor is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the supervisor or dependent, medical and dental coverage will be effective on the first day of the supervisor's return to work.

The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a supervisor is on an unpaid leave of absence or layoff.

- c. **Optional Life and Disability Coverages.** In order for coverage to become effective, the supervisor must be in active payroll status and not using sick leave on the first day following approval by the insurance company. If it is an open enrollment period, coverage may be applied for but will not become effective until the first day of the supervisor's return to work.

D. **Open Enrollment.**

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Each year of the Agreement, all supervisors shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of the Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement. Subject to a timely contract settlement, the Employer shall make open enrollment materials available to supervisors at least fourteen (14) days prior to the start of the open enrollment period.
  2. **Eligibility to Participate.** A supervisor eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5D1 above, make certain changes: (1) a former supervisor or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active supervisors; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active supervisors, but may not add dependent coverage.
  3. **Materials for Supervisor Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible supervisors the information necessary to make open enrollment selections. Supervisors will be provided a statement of their current coverage each year of the contract.
- E. **Coverage Selection Prior to Retirement.** A supervisor who retires and is eligible to continue insurance as a retiree may change their health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The supervisor may not add dependent coverage during this period. The change takes effect on the first day of the month following the date of retirement.

**Section 6. Basic Coverages.**

A. **Supervisor and Family Health Coverage.**

1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.

2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2019 through December 31, 2019, health coverage under the SEGIP will continue at the level in effect on June 30, 2019. Effective January 1, 2020, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.
  - a. **Benefit Options.** Supervisors must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the supervisor.
    - 1) **Plan Administrator.** Supervisors must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the supervisor.
    - 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Supervisors and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Supervisors and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from their primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
    - 3) **Primary Care Clinic.** Supervisors and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the supervisor. Supervisors and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

4) Advantage Benefit Chart for Services Incurred During Plan Years 2020 and 2021.

<u>2020 and 2021 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Deductible for all services except drugs and preventive care (S/F)	\$250/\$500	\$400/\$800	\$750/\$1,500	\$1,500/\$3,000
Office visit copay/ urgent care (copay waived for preventive services)  For 2020 1) Having taken health assessment and opted-in for health coaching  2) Not having taken health assessment or not having opted-in for health coaching  For 2021 The incentive is changed and the only available copay option is copay #2.	1) \$30  2) \$35	1) \$35  2) \$40	1) \$65  2) \$70	1) \$85  2) \$90
In-Network Convenience Clinics and Online Care (deductible waived)	\$0	\$0	\$0	\$0
Emergency room copay	\$100	\$100	\$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum

<b><u>2020 and 2021 Benefit Provision</u></b>	<b><u>Benefit Level 1 The member pays:</u></b>	<b><u>Benefit Level 2 The member pays:</u></b>	<b><u>Benefit Level 3 The member pays:</u></b>	<b><u>Benefit Level 4 The member pays:</u></b>
Facility copays <ul style="list-style-type: none"> <li>• Per inpatient admission (waived for admission to Center of Excellence)</li> <li>• Per outpatient surgery</li> </ul>	\$100          \$60	\$200          \$120	\$500          \$250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum          N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	10%	15%	25%	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for lab, pathology and X-ray (not included as part of preventive care and not subject to office visit or facility copayments)	10% (90% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$18 Tier 2: \$30 Tier 3: \$55			
Maximum drug out-of-pocket limit (S/F)	\$1,050/\$2,100	\$1,050/\$2,100	\$1,050/\$2,100	\$1,050/\$2,100

<u>2020 and 2021 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Maximum non-drug out-of-pocket limit (S/F)	\$1,700/\$3,400	\$1,700/\$3,400	\$2,400/\$4,800	\$3,600/\$7,200

- b. **Office Visit Copayments.** In 2020, the level of the office visit copayment applicable to a supervisor and dependents is based upon whether the supervisor has completed the on-line Health Assessment during open enrollment, and has agreed to opt-in for health coaching.

In 2021, employees will receive a \$70 first-dollar credit to their individual deductible (regardless of whether the employee is enrolled in single or family coverage), conditional upon completion of qualifying activities in the State of Wellbeing program by the deadline. (The \$70 employee individual deductible credit replaces the copayment reduction.)

- c. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from their primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
- d. **Services not requiring authorization by a primary care physician within the primary care clinic.**
- 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies.
  - 2) **Outpatient emergency and urgicenter services within the service area.** The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgicenter copay is the same as the primary care clinic office visit copay.
  - 3) **Emergency and urgently needed care outside the service area.** Professional services of a physician, emergency room treatment, and inpatient hospital

services are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter.

The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.

- 4) **Ambulance**. The deductible and coinsurance for services not subject to copays applies.

e. **Prescription drugs**.

- 1) **Copayments and annual out-of-pocket maximums**.

For the first and second year of the contract:

**Tier 1 copayment**: Eighteen dollar (\$18) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

**Tier 2 copayment**: Thirty dollar (\$30) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

**Tier 3 copayment**: Fifty-five dollar (\$55) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

**Out of pocket maximum**: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of one thousand fifty dollars (\$1050) per person or two thousand one hundred dollars (\$2,100) per family.

- 2) **Insulin**. Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
- 3) **Brand Name Drugs**. If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.

f. **Special Service networks**. The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.

- 1) Mental health services – inpatient or outpatient.

- 2) Chemical dependency services – inpatient and outpatient.
  - 3) Chiropractic services.
  - 4) Transplant coverage.
  - 5) Cardiac services.
  - 6) Home infusion therapy.
  - 7) Hospice.
- g. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage.** If these individuals use the plan administrator’s national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “i” below. All terms and conditions outlined in the Summary of Benefits will apply.
- h. **Children living with an ex-spouse outside the service area of the supervisor’s plan administrator.** Covered children living with former spouses outside the service area of the supervisor’s plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator’s national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “i” below.
- i. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage.** (This category includes supervisors temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.
- 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).

2) **Coinsurance**. After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.

j. **Lifetime maximums and non-prescription out-of-pocket maximums**. Coverage under Advantage is not subject to a per person lifetime maximum.

In the first and second years of the contract, coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand seven hundred dollars (\$1,700) per person or three thousand four hundred dollars (\$3,400) per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; two thousand four hundred dollars (\$2,400) per person or four thousand eight hundred dollars (\$4,800) per family for members whose primary care clinic is in Cost Level 3; and three thousand six hundred dollars (\$3,600) per person or seven thousand two hundred dollars (\$7,200) per family for members whose primary care clinic is in Cost Level 4.

k. **In-Network Convenience Clinics and Online Care**. Services received at in-network convenience clinics and online care are not subject to a copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic and online care visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e.)

3. **Benefit Level Two Health Care Network Determination**. Issues regarding the health care networks for the 2020 insurance year shall be negotiated in accordance with the following procedures:

- a. At least twelve (12) weeks prior to the open enrollment period for the 2020 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.
- b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2019 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The parties shall select a neutral within five (5) working

days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.

- c. The decision of the neutral shall be issued within two (2) working days after the hearing.
4. **Coordination with Workers' Compensation.** When a supervisor has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the supervisor's health plan, pursuant to M.S. 176.191, Subdivision 3.
5. **Health Promotion and Health Education.** Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist supervisors and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
  - a. **Develop programs.**
    - 1) The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Minnesota Management & Budget policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the health plan administrators serving state supervisors.
    - 2) **Pilot Programs.** The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.
  - b. **Health plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State supervisors and their dependents.
  - c. **Supervisor participation.** The Employer will assist supervisors' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing

needs in the supervisor's absence and the availability of funds. Supervisors are eligible for release time, tuition reimbursement, or a pro rata combination of both. Supervisors may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Supervisors may be granted release time, including the travel time, in lieu of reimbursement.

d. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for supervisors who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

6. **Post-Retirement Health Care Benefit.** Supervisors who separate on or after January 1, 2008, from State service and who, at the time of separation are insurance eligible and entitled to immediately receive an annuity under a State retirement program shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan. Supervisors who have a HCSP waiver on file shall receive a two hundred fifty dollars (\$250) cash payment. If the supervisor separates due to death, the two hundred fifty dollars (\$250) is paid in cash, not to the HCSP. A supervisor who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Supervisors are eligible for this benefit only once.

**B. Supervisor Life Coverage.**

1. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all supervisors eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. A supervisor may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Minnesota Management & Budget procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

<b>Supervisors' Annual Base Salary</b>	<b>Group Life Insurance Coverage</b>	<b>Accidental Death and Dismemberment Principal Sum</b>
\$10,000 - \$15,000	\$15,000	\$15,000
\$15,001 - \$20,000	\$20,000	\$20,000
\$20,001 - \$25,000	\$25,000	\$25,000

<b>Supervisors' Annual Base Salary</b>	<b>Group Life Insurance Coverage</b>	<b>Accidental Death and Dismemberment Principal Sum</b>
\$25,001 - \$30,000	\$30,000	\$30,000
\$30,001 - \$35,000	\$35,000	\$35,000
\$35,001 - \$40,000	\$40,000	\$40,000
\$40,001 - \$45,000	\$45,000	\$45,000
\$45,001 - \$50,000	\$50,000	\$50,000
\$50,001 - \$55,000	\$55,000	\$55,000
\$55,001 - \$60,000	\$60,000	\$60,000
\$60,001 - \$65,000	\$65,000	\$65,000
\$65,001 - \$70,000	\$70,000	\$70,000
\$70,001 - \$75,000	\$75,000	\$75,000
\$75,001 - \$80,000	\$80,000	\$80,000
\$80,001 - \$85,000	\$85,000	\$85,000
\$85,001 - \$90,000	\$90,000	\$90,000
Over \$90,000	\$95,000	\$95,000

2. **Extended Benefits.** A supervisor who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Supervisors who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

## **Section 7. Optional Coverages.**

### **A. Supervisor and Family Dental Coverage.**

1. **Coverage Options.** Eligible supervisors may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6B2.
2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:

- a. **Copayments.** Effective January 1, 2019, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50% after deductible
Fillings	80% after deductible	50% after deductible
Endodontics	80% after deductible	50% after deductible
Periodontics	80% after deductible	50% after deductible
Oral Surgery	80% after deductible	50% after deductible
Crowns	80% after deductible	50% after deductible
Implants	80% after deductible	50% after deductible
Prosthetics	80% after deductible	50% after deductible
Prosthetic Repairs	80% after deductible	50% after deductible
Orthodontics	80% after deductible	50% after deductible

- b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out-of-network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums.** State Dental Plan coverage is subject to a two thousand dollar (\$2,000) annual maximum benefit payable (excluding orthodontia and preventive services) per person. "Annual" means per insurance year.
- d. **Orthodontia lifetime maximum.** Orthodontia benefits are subject to a three thousand dollar (\$3,000) lifetime maximum benefit.

**B. Life Coverage.**

1. **Supervisor.** A supervisor may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A supervisor newly hired into state service may purchase up to two (2) times annual salary in optional supervisor life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An individual may only be covered on one state sponsored life coverage policy. A retired employee who returns to state service with optional employee life coverage in place or who has already received a paid-up benefit are not eligible for

optional employee life coverage. A supervisor who becomes eligible for insurance may purchase up to two (2) times annual salary in optional supervisor life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

2. **Spouse**. A supervisor may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for their spouse in increments established by the Employer, subject to satisfactory evidence of insurability. An individual may only be covered on one state sponsored life coverage policy. A retired employee who returns to state services with optional spouse life coverage in place or who has already received a paid-up benefit is not eligible for optional spouse life coverage. A supervisor newly hired into state service may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article,

Section 5C without evidence of insurability. A supervisor who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

3. **Children/Grandchildren**. A supervisor may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2A2 and 2A3 of this Article). An individual may only be covered on one policy, by one employee participating in the State Employee Group Insurance Program. For a new supervisor, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section 5C. A supervisor who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences immediately from the moment of live birth up to age twenty-six (26).
4. **Accelerated Life**. The additional employee, spouse or same sex domestic partner and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
5. **Waiver of Premium**. In the event a supervisor becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the supervisor had at the time of disability.
6. **Paid Up Life Policy**. At age sixty-five (65) or the date of retirement, a supervisor who has carried optional supervisor life insurance for the five (5) consecutive years immediately preceding the date of the supervisor's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional supervisor life

insurance in force during that five (5) year period. The supervisor's post-retirement death benefit shall be effective as of the date of the supervisor's retirement or the supervisor age sixty-five (65), whichever is later. Supervisors who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional supervisor life insurance to age sixty-five (65) in order to remain eligible for the supervisor post-retirement death benefit.

A supervisor who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the supervisor's retirement or spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the supervisor's retirement or spouse age sixty-five (65), whichever is later. The supervisor must continue the full amount of optional spouse life insurance to the date of the supervisor's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

Each policy remains separate and distinct, and amounts may not be combined for the purpose of increasing the amount of a single policy.

C. **Disability Coverage.**

1. **Short-term Disability Coverage.** A supervisor may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of a supervisor's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new supervisor, coverage applied for by the initial effective date of coverage as defined in this Article, Section 5C does not require evidence of insurability. For a supervisor who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability. A supervisor who is insurance eligible and moves from a temporary position to a permanent position will be allowed to enroll in short-term disability coverage within thirty (30) days of the event without providing evidence of insurability.
2. **Long-term Disability Coverage.** Supervisors newly hired into state service may enroll in long-term disability insurance by their initial effective date of coverage. Supervisors who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. A supervisor who is insurance eligible and moves from a temporary position to a permanent position will be allowed to enroll in long-term disability coverage within thirty (30) days of the event without providing evidence of insurability. The terms are the same as for supervisors who wish to add/increase during the annual open

enrollment. During open enrollment only, a supervisor may purchase long-term disability coverage that provides benefits of from three hundred dollars (\$300) to seven thousand dollars (\$7,000) per month, based on the supervisor's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Supervisors should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) per cent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the supervisor becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

- D. **Accidental Death and Dismemberment Coverage.** A supervisor may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to two hundred thousand dollars (\$200,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. A supervisor may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in coverage for their spouse, but not in excess of the amount carried by the supervisor.
- E. **Vision Coverage.** A fully employee paid vision benefit will be available beginning January 1, 2021 subject to agreement by the subcommittee of the Joint Labor Management Insurance Committee to the benefit set determined through the state's Request for Proposal (RFP) process
- F. **Continuation of Optional Coverages During Unpaid Leave or Layoff.** A supervisor who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the supervisor returns within one (1) year, the supervisor shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

For the first twenty-four (24) months of long-term disability coverage after such a period of leave or layoff during which long-term disability coverage was discontinued, any such disability coverage shall exclude coverage for pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

The limitations set forth above do not apply to leaves that qualify under the Family Medical Leave Act (FMLA).

## ARTICLE 18 - EXPENSE ALLOWANCES

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**Section 1. General.** The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. Supervisors affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority in accordance with the terms of this Article.

**Section 2. Automobile Expense.** When a State-owned vehicle is not available and a supervisor is required to use their personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the Supervisor at the then current IRS reimbursement rate for mileage on the most direct route. When a State-owned vehicle is offered and declined by the supervisor, mileage shall be paid at the rate of seven (7) cents less than the IRS rate on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the supervisor's residence, shall be shown separately on the supervisor's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A supervisor shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

When the supervisor does not report to the permanent work location (office) during the day or makes business calls before or after reporting to the office, the allowable mileage is: (1) the lesser of the mileage from the supervisor's residence to the first stop or from the office to the first stop, (2) all mileage between points visited on state business during the day, and (3) the lesser of the mileage from the last stop to the supervisor's residence or from the last stop to the office.

**Section 3. Other Transportation.** When a supervisor is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of an Appointing Authority, the supervisor shall be reimbursed for the actual expenses of the mode and class of transportation so authorized. Reasonable gratuities and baggage fees may be included in commercial travel costs.

Supervisors who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at the IRS rate plus nine (9) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of thirty (30) cents per mile.

The Appointing Authority may authorize travel in personal aircraft and when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at the IRS privately owned aircraft mileage rate.

**Section 4. Overnight Travel.** Supervisors in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their temporary or permanent work station, up to the maximums stated in Section 5 of this Article. Normally, employees will be offered single-occupancy lodging when in travel status. The decision whether or not to grant the request is at the discretion of the Appointing Authority. Supervisors in travel status in excess on one (1) week without returning home shall be allowed actual cost not to exceed \$16.00 per week for laundry and/or dry cleaning for each week after the first week.

**Section 5. Meal Allowances.** Supervisors assigned to be in travel status between the supervisor's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals including a reasonable gratuity. Supervisors must meet the following conditions to be eligible for meal reimbursement:

A. **Breakfast.**

Breakfast reimbursements may be claimed only if the supervisor is on assignment away from their temporary or permanent work station in travel status overnight or departs from home in an assigned travel status before 6:00 a.m.

B. **Noon Meal.**

Lunch reimbursement may be claimed only if the supervisor is in travel status and is performing required work more than thirty-five (35) miles from their temporary or permanent work station and the work assignment extends over the normal noon meal period.

C. **Dinner.**

Dinner reimbursement may be claimed only if the supervisor is away from their temporary or permanent work station in a travel status overnight or is required to remain in a travel status until after 7:00 p.m.

D. **Reimbursement Amount.**

Except for the metropolitan areas listed below, the maximum reimbursement for meals including tax and gratuity shall be:

Breakfast	\$ 9.00
Lunch	\$11.00
Dinner	\$16.00

For the following metropolitan areas, the maximum reimbursement shall be:

Breakfast	\$11.00
Lunch	\$13.00
Dinner	\$20.00

The metropolitan areas are:

<u>Metropolitan Area</u>	<u>Cities and Counties Included in High Cost Center</u>
Atlanta, GA	Clayton, De Kalb, Fulton, Cobb and Gwinett Counties
Baltimore, MD	Baltimore and Harford Counties
Boston, MA	Norfolk, Suffolk, Middlesex, and Essex Counties in Massachusetts
Chicago, IL	Du Page, Cook and Lake Counties
Cleveland, OH	Cuyahoga County
Dallas/Fort Worth, TX	Dallas and Tarrant Counties
Denver, CO	Denver, Adams, Arapahoe and Jefferson Counties
Detroit, MI	Wayne, Macomb and Oakland Counties
Hartford, CT	Hartford and Middlesex Counties
Houston, TX	Harris County; LBJ Space Center and Ellington AFB
Kansas City, KS	Johnson and Wyandotte Counties in Kansas (see also Kansas City, MO)
Kansas City, MO	Clay, Jackson and Platte Counties in Missouri (see also Kansas City, KS)
Los Angeles, CA	Los Angeles, Kern, Orange and Ventura Counties; Edwards AFB; Naval Weapons Center and Ordinance Test Station
Miami, FL	Dade County
New Orleans, LA	Parishes of Jefferson, Orleans, Plaquemines and St. Bernard
New York City, NY	The Boroughs of the Bronx, Brooklyn, Manhattan, Queens, Staten Island and the Counties of Nassau, New York, Richmond, Suffolk, and Westchester in New York State; Fairfield County in Connecticut and the Counties of Bergen, Essex, Hudson, Middlesex, Passaic and Union in New Jersey
Philadelphia, PA	The Counties of Bucks, Chester, Delaware, Montgomery and Philadelphia in Pennsylvania and the Counties of Burlington and Gloucester in New Jersey
Portland, OR	Multnomah County
San Diego, CA	San Diego County
San Francisco, CA	The counties of San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda, Santa Barbara
Seattle, WA	King County
St. Louis, MO	St. Charles and St. Louis Counties
Washington D.C.	Cities of Alexandria, Falls Church, Fairfax; the Counties of Arlington, Loudoun and Fairfax in Virginia; and the Counties of Montgomery and Prince Georges in Maryland

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

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

**Section 6. Special Expenses.** When prior approval has been granted by an Appointing Authority, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of State business, shall also be reimbursed.

**Section 7. Payment of Expenses.** The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the supervisor makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made the payroll period nearest to the date the expense reports are submitted to the Appointing Authority. Supervisors may request a State issued credit card. If the supervisor receives such a card, the Appointing Authority and the supervisor may mutually agree to use the card in place of an advance.

## **ARTICLE 19 - RELOCATION EXPENSES**

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**Section 1. Eligibility.** When it has been determined by the Appointing Authority that a supervisor is required to be transferred or reassigned to a different work station, the cost of moving the supervisor shall be paid by the Appointing Authority.

When a supervisor must change residence as a condition of employment or in order to accept an appointment at a higher salary range offered by a Department, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accordance with the provisions of this Article.

Supervisors who are reassigned, transferred, or demoted to vacant positions in their State agency due to the abolishment (including transfer to another governmental jurisdiction or a private enterprise), removal to a new location, or removal to another State agency of all or a major portion of the operations of their Appointing Authority shall receive relocation expenses in accordance with the provisions of this Article. Supervisors who are demoted during their probationary period, after their two (2) calendar week trial period, shall receive those relocation expenses provided in Section 2, Paragraphs D and E, of this Article.

Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least thirty-five (35) miles or more from the supervisor's current work location or changes in residence required by an Appointing Authority as a condition of employment. The provisions of this Article shall not apply to supervisors who currently commute thirty-five (35) miles or more to their work location unless the supervisor is

transferred or reassigned to a new work location which is thirty-five (35) miles or more from the supervisor's current work station.

**Discretionary Reimbursement.** The sending or receiving Appointing Authority may, at its sole discretion, reimburse relocation expenses to eligible supervisors who:

1. claim a vacant position in another Seniority Unit, as provided in Article 13, Section 8;
2. are recalled to a new work location from a Seniority Unit or Bargaining Unit Layoff List;  
or
3. request a voluntary transfer, demotion or reassignment.

The Appointing Authority may limit the type and/or amount of reimbursement but may not exceed the provisions of Section 2.

**Relocation Expenses.** If the application of Section 7 of Article 13 requires a supervisor to change residence and such change meets the thirty-five (35) mile requirements provided for in this Article, Relocation Expenses, the supervisor shall be eligible for payment of relocation expenses consistent with this Article, provided the supervisor cannot fill any vacancy or bump into a position within thirty-five (35) miles of the supervisor's current work location.

Employees who transfer or demote across seniority units to avoid layoff or bumping are not eligible for relocation expenses. However, at its sole discretion, the laying off Appointing Authority may pay relocation expenses.

No reimbursement for relocation expenses will be allowed unless the change of residence is completed within twelve (12) months, or unless other time extension arrangements have been approved by the Appointing Authority.

**Section 2. Covered Expenses.** Supervisors must have received prior authorization from their Appointing Authority before incurring any expenses authorized by this Article.

- A. **Travel Status.** Supervisors eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days or until the date of the move to the new permanent residence, whichever comes first, and shall be allowed standard travel expenses, at the Appointing Authority's discretion, either to:
- 1) travel between their permanent residence and their new work station on a daily basis;  
or,
  - 2) be lodged at their new work station and be allowed to return to their permanent residence once a week. In the use of this option, standard travel expenses for the supervisor's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

At its discretion, the Appointing Authority may extend travel status expenses up to an additional ninety (90) calendar days.

Supervisors shall not receive mileage reimbursement for daily commuting to work from the temporary residence.

- B. **Temporary Living Expenses.** A supervisor in travel status may be reimbursed for the short-term rental of an apartment, house or other residence instead of being reimbursed for hotel or motel room rental, with the written approval of the Appointing Authority, provided that the rental rate for the alternative housing is less than or comparable to hotel or motel rates and provided that the rental residence is available to all potential renters.
- C. **Realtor's Commission.** Realtor's commission for the sale of the supervisor's domicile, in the amount of up to \$10,000, shall be paid by the Appointing Authority. Payments over ten thousand dollars (\$10,000) and up to fifteen thousand dollars (\$15,000) are to be made at the discretion of the Appointing Authority. The exercise of this discretion is not grievable.
- D. **Moving Expenses.** The Appointing Authority shall pay the cost of moving and packing the supervisor's household goods. The supervisor shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the supervisor's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the supervisor's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- E. **Miscellaneous Expenses.** The supervisor shall be reimbursed up to a maximum of \$1,000 for the necessary miscellaneous expenses directly related to the move. At their sole discretion, Appointing Authorities may authorize payment of additional relocation expenses incurred as the result of the work-related move up to the amount of \$3,000. These expenses may include, but are not limited to, such items as: disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the cost of moving up to two (2) automobiles, the reasonable transportation costs of the supervisor's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article 18 (Expense Allowances), or other direct costs associated with rental or purchase or sale of another residence including but not limited to attorney fees, loan origination fees, abstract fees, title insurance premium, appraisal fees, credit report fees, government recording and transfer fees, fees for inspections or other services required by law or local ordinances. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

In addition, payment of loan origination fees, not to exceed 1% of mortgage up to \$1,000, may be authorized.

Reimbursable miscellaneous expenses do not include, among others, rental of the supervisor's permanent residence, costs for improvements to either the old or new home or reimbursable deposits required in connection with the purchase or rental of the residence, real estate taxes, mortgage interest differentials, points, assessments, homeowner association fees, homeowners or renters insurance, mortgage insurance, hazard insurance, automobile or driver's license reissue fees, utility or other refundable deposits, boarding of pets, and the purchase of new furnishings or personal effects.

Neither the State of Minnesota nor any of its agencies shall be responsible for any loss or damage to any of the supervisor's household goods or personal effects as a result of such a transfer.

Expenses covered by this subpart may be paid where the supervisor is relocating from a depressed housing market, where the costs of relocating prevent the supervisor from accepting the position, or where the Appointing Authority has identified other reasons restricting its ability to select the desired supervisor to fill the position.

## **ARTICLE 20 - HOUSING**

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**Section 1. Rental Rates.** Any supervisor who is required by the Appointing Authority to live in a State-owned residence as a condition of employment shall not be required to pay rent for the dwelling. Any supervisor who is not required by the Appointing Authority to live in a State-owned residence as a condition of employment shall pay a fair rental rate established by the Appointing Authority for the dwelling.

In the event the Appointing Authority determines that a supervisor shall no longer reside or is no longer required to reside in a State-owned residence, the supervisor shall receive a reasonable period of notice of not less than six (6) months. However, the six (6) month time period shall not apply in the following situations:

1. A supervisor resigns, retires, or is terminated from State service; or
2. A supervisor accepts a different position in State service that does not require that they live in the State housing.

However, for a Department of Natural Resources supervisor who does not have first priority to reside in a State-owned residence, the notification period shall be determined by mutual agreement of the Appointing Authority and that supervisor. In the absence of such mutual agreement, the Appointing Authority shall determine the appropriate notification period.

The Appointing Authority shall advise all supervisors in writing if occupancy of a particular dwelling is a condition of employment.

**Section 2. Utilities and Repairs.** The Appointing Authority shall pay all taxes on State-owned residences. If the Appointing Authority requires a supervisor to maintain an office in the State-

owned residence, the Appointing Authority shall pay all utilities related to the operation of the office.

The supervisor occupying the residence will be responsible for changing storm windows and screens and routine maintenance of the grounds designated as residence property, but all necessary decorating, painting, and repairs shall be done by the Appointing Authority at no cost to the supervisor. Supervisors shall not alter any plumbing, wiring, or any roof, wall, or partition without express written approval from the Appointing Authority and may be held responsible for any damage or alteration beyond ordinary wear.

**Section 3. Garage Space.** If available, garage space may be used by the supervisor for their private vehicle without cost to the supervisor.

**Section 4. Housing Allowance for Chaplains.** The Employer agrees to designate to employees in the job classification of Chaplain Supervisor the sum of \$15,000 of salary per year as a parsonage allowance. Chaplains working less than full-time shall receive a pro rata portion of the designated sum.

## **ARTICLE 21 - UNIFORMS**

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The Appointing Authority agrees to maintain its current practice of providing clothing or a clothing allowance to supervisors who are required to wear uniforms as a condition of employment.

Notwithstanding the above, the Appointing Authority shall furnish each supervisor in the Department of Natural Resources uniforms as provided for in Appendix E, Section G.

## **ARTICLE 22 - SUPERVISOR RIGHTS**

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**Section 1. Membership Dues.** In each fiscal year, the Appointing Authority may provide direct payment to the vendor or reimburse each supervisor in the bargaining unit for membership dues paid to professional organizations related to the supervisor's job, up to a cumulative maximum of three hundred fifty dollars (\$350.00). However, the Appointing Authority shall not pay for or reimburse membership dues to a supervisor for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of supervisors with the Employer.

**Section 2. Performance Evaluation.** The Appointing Authority agrees that, at least annually, a performance evaluation shall be conducted between the supervisor and the person(s) designated by the Appointing Authority to evaluate the supervisor's performance. If the supervisor disagrees with the performance evaluation, the supervisor can express their disagreement with the evaluation and attach it to the evaluation form and place it in the file.

**Section 3. Supervisor Training.**

- A. **Assigned Training.** When the Appointing Authority assigns a supervisor to training and/or developmental activities, such activities shall be considered to be work assignments. Release time and payment or reimbursement for tuition and expenses shall be in accord with the applicable Administrative Procedure on job-related training and with this Agreement.
- B. **Non-Assigned Training.** The Appointing Authority may approve release time and payment or reimbursement for non-assigned training in accord with the applicable Administrative Procedure on employee training. Any expenses for reimbursements shall be in accord with this Agreement.

## **ARTICLE 23 - SAFETY**

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**Section 1. General Policy.** It shall be the policy of the Employer that the safety of supervisors, the protection of work areas, adequate training and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. It shall also be the responsibility of all supervisors to cooperate in programs to promote safety, to comply with rules promulgated to ensure safety and to properly use all safety devices in accordance with recognized safety procedures.

**Section 2. Safety Committee.** The Appointing Authority shall allow at least one supervisor to participate on its joint safety committee, if such a committee exists.

**Section 3. Safety Equipment and Protective Clothing.** Any protective equipment or clothing, e.g., safety glasses or other types of eye protection (including prescription lenses and frames when required), safety helmets, safety vests, welding gloves and aprons, safety shoes, ear protection, etc., shall be provided and maintained by the Appointing Authority whenever such equipment is required as a condition of employment either by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration.

## **ARTICLE 24 - WORK RULES**

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The Appointing Authority shall have the right to make and enforce reasonable work rules affecting terms and conditions of employment. Such work rules shall be uniformly applied and shall not be in conflict with the provisions of this Agreement. The Appointing Authority shall discuss the changes in new or amended work rules with the Association, explaining the need therefore, and shall allow the Association reasonable opportunity to express its view prior to placing the work rules in effect. Work rules will be labeled as new or amended and shall be posted on appropriate bulletin boards as far in advance of their effective date as practicable.

## **ARTICLE 25 - VOLUNTARY REDUCTION IN HOURS**

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The Appointing Authority may allow a supervisor to take an unpaid leave of absence if the Appointing Authority determines that the following conditions are met:

1. an existing or projected budget deficit exists;
2. granting an unpaid leave of absence would alleviate the projected budget deficit;
3. staffing needs can continue to be met; and
4. other unpaid leaves of absence, other than personal leave, are not applicable to the situation.

A supervisor taking a leave of absence under this Article shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the supervisor had been actually employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.

## **ARTICLE 26 - SAVINGS CLAUSE**

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This Agreement 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 Agreement is found to be inconsistent with such statutes, rules, or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

If any provision or portion of this Agreement is prevented from being put into effect because of applicable legislative action, Executive Order or regulation dealing with wage and price controls, then only such specific provision or portion specified in such decisions shall be invalid, the remainder of this Agreement continuing in full force and effect for the term of the Agreement. Provided, however, any provision of this Agreement so prevented from being put into effect shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement or any extension thereof.

## **ARTICLE 27 - COMPLETE AGREEMENT AND WAIVER CLAUSE**

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Both parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule, or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for

the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

## **ARTICLE 28 - LABOR/MANAGEMENT COMMITTEE**

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**Section 1. Purpose.** The Employer and the Association support a cooperative relationship between the parties in which the Employer and the Association move toward a relationship of greater trust and respect without interfering with the collective bargaining process. In order to promote and foster such a cooperative relationship, the parties agree to establish a joint Statewide Labor/Management Committee to deal with mutually identified issues through a problem-solving approach rather than in an adversarial climate.

**Section 2. Committee.** The Committee shall be composed of no more than five (5) representatives each from the Employer and the Association. The Committee shall meet at least monthly or as mutually agreed.

The purpose of the Committee shall be to identify and address issues of mutual concern, such as child care, safety, affirmative action, parking, and issues of local concern.

The Committee shall have the right to establish subcommittees on specific issues. These subcommittees may include Employer and Association representatives not on the full Committee. The full Committee shall be responsible for coordinating the activities of the subcommittees which shall keep the full Committee informed of its actions.

## **ARTICLE 29 - DURATION**

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The provisions of this Agreement shall become effective \_\_\_\_\_ the day of \_\_\_\_\_ 2019, subject to the acceptance of the Ninety-first (91<sup>st</sup>) session of the Legislature or the Legislative Joint Sub-Committee on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 2021.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than January 1 of odd-numbered years that it desires to modify the Agreement.

This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that a Successor Agreement has not been agreed upon by an expiration date of this Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this Agreement by the serving of written notice upon the other party not less than ten (10) calendar days prior to the desired termination date which shall not be before the expiration date provided above.

In Witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives this 24<sup>th</sup> day of September, 2019.

FOR THE ASSOCIATION



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James Pointer, President  
Middle Management Association



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Dave Osteraas, Vice President  
Middle Management Association



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Shelly Siegel, Secretary  
Middle Management Association



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Julie Ramer, Treasurer  
Middle Management Association



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Gary Kloos, Executive Director  
Middle Management Association



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Ron Rollins, Association Counsel  
Middle Management Association

FOR THE EMPLOYER



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Myron Frans, Commissioner  
Minnesota Management & Budget



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Edwin Hudson, Deputy Commissioner,  
Enterprise Human Capital Division  
Minnesota Management & Budget



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Jennifer E. Claseman, Director,  
Enterprise Human Capital Division  
Minnesota Management & Budget



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Anthony F. Brown, Labor Consultant 4  
Minnesota Management & Budget



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Paula Graff, Labor Consultant 4  
Minnesota Management & Budget



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Dorilee Leland, Director Classification and  
Compensation  
Minnesota Management & Budget

FOR THE ASSOCIATION, CONTINUED



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Zaidee Martin, Association Counsel  
Middle Management Association



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Joel Button, Association Counsel  
Middle Management Association

## APPENDIX A

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Below is a list of seniority units for Unit 16, Supervisors, as of the effective date of this Agreement.

State Agency	Seniority Unit
Abstractor's Board of Examiners	Statewide
Accountancy Board	Statewide
Administration	Statewide
Administrative Hearings, Office of	Statewide
Agriculture	Statewide
Animal Health Board	Statewide
Architecture, Engineering, Land Surveying and Landscape Architecture Board	Statewide
Attorney General	Statewide
Auditor	Statewide
Barber Exam Board	Statewide
Cosmetologist Exam Board	Statewide
Campaign Finance & Public Disclosure Board	Statewide
Capitol Area Architectural and Planning Board	Statewide
Chicano/Latino People's Affairs Council	Statewide
Chiropractic Examiners Board	Statewide
Commerce	Statewide
Corrections	MCF-Togo MCF-Willow River/Moose Lake MCF-Faribault MCF-Shakopee

State Agency	Seniority Unit
	MCF-Lino Lakes MCF-Red Wing MCF-St. Cloud MCF-Stillwater MCF-Oak Park Heights MCF-Rush City Central Office and Community Services County Probation Supervisors (Statewide)
Council on Black Minnesotans	Statewide
Council on Disability	Statewide
Dentistry Board	Statewide
Education	Statewide
Emergency Medical Services Regulatory Board	Statewide
Employment & Economic Development	Statewide
Explore Minnesota Tourism	Statewide
Gambling Control Board	Statewide
Health	Statewide
Higher Education Facilities Authority	Statewide
Housing Finance Agency	Statewide
Human Rights	Statewide
Human Services	DCT Anoka Region DCT Brainerd Region(including SOCS) DCT EMSOC/METO/Cambridge Region DCT Fergus Falls Region (including SOCS) DCT Moose Lake Region (including SOCS) DCT St. Peter Region DCT Willmar Region (including SOCS) DHS Central Office

State Agency	Seniority Unit
Indian Affairs Council	Statewide
Investment Board	Statewide
Iron Range Resources and Rehabilitation Board	Statewide
Labor and Industry	Statewide
Medical Practice Board	Statewide
Military Affairs	Statewide
Minnesota Management & Budget	Statewide
Minnesota State Academies	Statewide
Minnesota State Colleges & Universities	Alexandria Technical & Community College Anoka Technical College Anoka-Ramsey Community College (Cambridge, Coon Rapids) Bemidji State University Central Lakes College (Brainerd/Staples Campuses) Century College Dakota County Technical College Fond du Lac Tribal & Community College Hennepin Technical College (Brooklyn Park/Eden Prairie) Hibbing Community College(including Paulucci Space Theatre) Inver Hills Community College Itasca Community College Lake Superior College Mesabi Range Community & Technical College Metropolitan State University (Brooklyn Park, St. Paul, Midway, Minneapolis) Minneapolis Community & Technical College Minnesota State College Southeast-Red Wing Minnesota State College Southeast -Winona Minnesota State Community and Technical College-Detroit Lakes Minnesota State Community and Technical College-Fergus Falls

State Agency

Seniority Unit

Minnesota State Community and Technical  
College-Moorhead  
Minnesota State Community and Technical  
College-Wadena  
Minnesota State University, Mankato  
Minnesota State University, Moorhead  
Minnesota West Community and Technical  
College-Canby including Marshall  
Minnesota West Community and Technical  
College-Granite Falls  
Minnesota West Community and Technical  
College-Jackson  
Minnesota West Community and Technical  
College-Pipestone including Luverne  
Minnesota West Community and Technical  
College-Worthington  
Normandale Community College  
North Hennepin Community College  
Northland Community & Technical College (East  
Grand Forks)  
Northland Community & Technical College (Thief  
River Falls)  
Northwest Technical College-Bemidji  
Northwest Technical College - Perham  
Pine Technical and Community College  
Rainy River Community College  
Ridgewater College-Hutchinson  
Ridgewater College-Willmar  
Riverland Community College – A Community &  
Technical College including Albert Lea, Austin,  
and Owatonna  
Rochester Community & Technical College  
St. Cloud State University  
St. Cloud Technical & Community College  
St. Paul College  
South Central College-Faribault Campus  
South Central College-Mankato/North Mankato  
Southwest Minnesota State University  
System Office (St. Paul)  
Vermilion Community College  
Winona State University

State Agency	Seniority Unit
MnSURE	Central Administration
MN.IT Services	Statewide
Minnesota State Lottery	Statewide
Minnesota State Retirement System	Statewide
Natural Resources	Statewide
Nursing Board	Statewide
Nursing Home Administrators Examiners Board	Statewide
Ombudsman for Mental Health and Developmental Disabilities	Statewide
Optometry Board	Statewide
Peace Officers Standards and Training Board	Statewide
Perpich Center for Arts Education	Statewide
Pharmacy Board	Statewide
Podiatry Board	Statewide
Pollution Control Agency	Statewide
Psychology Board	Statewide
Public Employee's Retirement Assoc.	Statewide
Public Safety	Statewide
Public Utilities Commission	Statewide
Revenue	Statewide
Secretary of State	Statewide
Sentencing Guidelines Commission	Statewide

State Agency	Seniority Unit
Social Work Board	Statewide
Tax Court	Statewide
Teachers Retirement Association	Statewide
Transportation	Statewide
Veterans Affairs, Department of	Statewide Veterans Home - Fergus Falls Veterans Home - Hastings Veterans Home - Minneapolis Veterans Home - Luverne Veterans Home - Silver Bay
Veterinary Medicine Board	Statewide
Water and Soil Resources Board	Statewide
Zoological Gardens	Statewide

The Employer and the Association agree that the above-listed seniority units may be added to, subtracted from, merged, or eliminated by agreement between the parties.

## **APPENDIX B - PRORATED HOLIDAY SCHEDULE**

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Eligible supervisors who normally work less than full-time shall have their holiday pay prorated on the following basis:

Hours that would have been worked during the pay period had there been no holiday	Holiday hours earned for each holiday in the pay period.
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 72½	7
At least 72½	8

## APPENDIX C - PRORATED VACATION SCHEDULE

Eligible supervisors being paid for less than a full eighty (80) hour pay period shall have their vacation accruals prorated according to the rate table listed below:

### HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD BASED ON LENGTH OF SERVICE

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 19 years	After 19 thru 24 years	After 24 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½, but less than 29½	1.	1.25	1.75	2	2	2.25	2.25
At least 29½, but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½, but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½, but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½, but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½, but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

## APPENDIX D - PRORATED SICK LEAVE SCHEDULE

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Eligible supervisors being paid for less than a full eighty (80) hour pay period shall have sick leave accruals prorated according to the rate schedule indicated below:

### HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD

<u>Number of Hours Worked/Paid During Pay Period</u>	<u>Number of Hours Accrued</u>
Less than 9½	0
At least 9½, but less than 19½	.75
At least 19½, but less than 29½	1
At least 29½, but less than 39½	1.5
At least 39½, but less than 49½	2
At least 49½, but less than 59½	2.5
At least 59½, but less than 69½	3
At least 69½, but less than 79½	3.5
At least 79½	4

## APPENDIX E

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### A. Minnesota Academies (Blind and Deaf)

#### Layoff and Recall

##### Holidays

Article 9, Section 3 shall be supplemented and/or modified as follows:

Holiday Pay Entitlement: The Minnesota State Academies' supervisors shall be eligible to receive the paid July 4 holiday provided they are in payroll status on the last scheduled work day prior to the July 4 holiday and the first scheduled work day following the July 4 holiday.

##### On-Call

Article 11, Section 4 shall be supplemented and/or modified as follows:

A supervisor who is not on-call, but receives a work-related telephone call(s) outside of the scheduled normal work hours shall receive a minimum of one (1) hour of compensatory time. If a supervisor provides telephone assistance for more than one (1) hour during this time period, the supervisor can add the actual time worked beyond the one (1) hour minimum rounded upward to the nearest half (1/2) hour or hour, whichever is applicable.

A supervisor who is placed on-call shall have the choice of receiving on-call pay in cash or in compensatory time. If a supervisor elects to be paid in cash, payment will be per the Master

Agreement language. If a supervisor elects to be paid in compensatory time, it will be calculated by dividing the twenty-four (24)-hour period rate (\$50), or the maximum weekly rate (\$350) by the supervisor's current salary rate, rounding upward to the nearest half (1/2) hour or hour, whichever is applicable.

The twenty-four (24)-hour period rate and the maximum weekly rate referred to above are subject to change in the event that the corresponding rates in Article 11, Section 4 change.

The compensatory bank for supervisors in salary range 19 and above shall normally not exceed eighty (80) hours; however, the Appointing Authority may increase this amount in extraordinary circumstances.

Article 13, Section 4 shall be supplemented and/or modified as follows:

Supervisors shall be permitted to extend their work season beyond the specified date of their layoff by the use of accumulated vacation and such extension of time shall not be considered a violation of the inverse seniority provisions of the layoff.

For supervisors engaged in an academic year, prior to June 1 of each year, supervisors shall designate the amount of vacation leave hours to be used. For supervisors engaged in summer school, prior to July 1 of each year, supervisors shall designate the amount of vacation leave hours to be used. Use of vacation leave hours shall be consecutive. Use of such accumulated vacation leave shall not entitle supervisors for holiday pay eligibility or conversion of vacation leave to sick leave.

Article 13, Section 7 shall be supplemented and/or modified as follows:

**Summer School.** The Appointing Authority shall notify all supervisors of all summer school openings. A supervisor may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the supervisor. Once the supervisor elects to sign the waiver of recall, such supervisor shall not be able to exercise their seniority rights for recall for the duration of the summer school. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Association and the supervisor.

Any waiver of recall by a supervisor is not to be considered a refusal to return to work and shall not be considered to be a break in continuous service. This section does not, in any way, constitute a forfeiture of the Appointing Authority's right to recall laid off supervisors, whenever necessary, to carry out the functions and needs of the summer school programs. Notification of intent to return to work may be made in writing and hand delivered, provided that a written receipt of such notification is given.

## **B. Department of Commerce**

### **Commerce Early Retirement Incentive for Supervisors in the State Patrol Retirement Fund**

This Early Retirement Incentive will apply only to supervisors in the Commerce Fraud Bureau currently in the State Patrol Retirement Fund (M.S. §352B), who are and who supervise licensed peace officers.

A. **Early Retirement Incentive Options.** Any supervisor who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) shall be eligible to retire under one of the following Early Retirement Incentive programs if the conditions for eligibility as set forth below are met.

1. **Pre-Fifty-Five Early Retirement Incentive.** Any supervisor who reaches the age of fifty (50) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) 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) Early Retirement Incentive in accordance with the provisions set forth below.

The Employer contribution for health and dental insurance coverage shall be equal to one hundred twenty (120) times the amount of the monthly Employer contribution applicable to the supervisor at the time of their retirement divided by the number of months from the date of retirement until the supervisor reaches age sixty-five (65). The supervisor shall be responsible for paying the remaining portion of the Employer contribution.

2. **Post-Fifty-Five Early Retirement Incentive.** Any supervisor who reaches the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) may opt during the pay period in which their fifty-fifth (55th) birthday occurs or any time thereafter until the supervisor reaches the age of sixty-five (65) to participate in the Post-Fifty-Five Early Retirement Incentive in accordance with the provisions set forth below.

The Employer contribution for health and dental insurance coverage shall be equal to the amount of the monthly Employer contribution applicable to the supervisor at the time of their retirement.

3. **Conditions for Eligibility.**

- a. Supervisors exercising either of these options must be eligible for insurance coverage under the provisions of Article 17.
- b. Supervisors exercising either of these options shall be provided with the health and dental insurance which the supervisor was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement.

- c. Supervisors eligible to receive an Employer contribution for health and dental coverage immediately prior to taking advantage of the State Patrol Retirement Fund (M.S. §352B) shall continue to receive an Employer contribution for themselves and their enrolled dependents until the supervisor reaches the age of sixty-five (65).
  - d. Supervisors who retire with no Employer contribution for dependent coverage or who terminate dependent coverage following retirement may add a dependent in accordance with Article 17 Section 5B1; however, that supervisor shall not subsequently be eligible for an Employer contribution for dependent coverage except when the dependent is the supervisor's spouse and the spouse immediately at the time of their retirement is enrolled in SEGIP and receiving an Employer contribution for health and dental coverage.
  - e. Receipt of the Early Retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the required premium.
  - f. Supervisors on an unpaid leave of absence in excess of one (1) year, excluding military and medical leaves, shall be subject to the provisions set forth in B2 below.
4. **New Supervisors.** Supervisors who promote, demote, transfer, or who are appointed to a classification covered by this Agreement on or after the effective date of this Agreement shall be subject to the conditions listed directly above and the following additional conditions for eligibility:
- a. Supervisors must have a minimum cumulative total of ten (10) years of service in a classification covered by the State Patrol Retirement Fund (M.S. §352B) at the time of their date of retirement. Any time spent in a classification that is not covered under the State Patrol Retirement Fund (M.S. §352B) will not satisfy, and will not be combined with covered time to satisfy, the required time.
  - b. Supervisors must have been employed in a classification covered by the State Patrol Retirement Fund (M.S. §352B) for a minimum of five (5) years immediately preceding their date of retirement.

**Preparation Pay.**

A Commerce Fraud Bureau supervisor who is asked by the United States Attorney's Office to participate in investigative, witness, or trial preparation activity (non-contracted services) on a Saturday or Sunday, will receive the following remunerations:

0-4 hours worked on a Saturday or Sunday                    \$200

More than 4 hours worked on a Saturday or Sunday                    \$400

Under this provision, the total compensation for the supervisor shall not exceed \$2,400 in the fiscal year. The request for assistance on a Saturday or Sunday must come from a representative of the United States Attorney's Office to the Director of the Commerce Fraud Bureau. The Director must approve the request in writing before the work is performed in order to be compensated for the hours worked.

**Clothing Replacement Expense.**

A Commerce Fraud Bureau supervisor who damages their personal clothing in the direct performance of law enforcement duties may be reimbursed for the cost of replacing such clothing for up to four hundred and fifty dollars (\$450) per fiscal year. This provision does not include wear and tear of clothing that occurs in the course of performing their job duties. To request replacement funds, the supervisor must submit a written explanation of the circumstance surrounding the damage to the clothing in the performance of their duties and a written expense reimbursement claim to the Fraud Bureau Director, Chief Financial Officer, and the Chief of Staff for review and approval or denial.

**C. Department of Corrections**

**Work on a Holiday**

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a Department of Corrections Facility shall receive a holiday premium of \$40.00 for each four (4) hours or portion thereof worked up to a maximum of \$80.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

**Weekend Coverage**

Supervisors in the classification of Corrections Lieutenant who are assigned to rotating weekend coverage, may carry the hours earned as a result of that assignment for three (3) additional pay periods for use by the end of the third (3rd) payroll period.

**Seniority Credit for Trainee Time and Effect on Future Vacation Accrual**

1. In the case of an employee in a trainee classification or an employee working under a provisional appointment, Classification Seniority shall be credited to the date of hire at the time an employee begins to serve a probationary period in a related classification.
2. It is understood by the parties hereto that pre-service Correctional Officer trainee service and any other Department of Corrections trainee service that is unbroken and precedes a probationary appointment does not apply toward vacation or sick leave accumulation under Article 8, Vacation and Sick Leave, except as modified below.

3. The Appointing Authority agrees that for the purpose of determining an employee's length of service credits for vacation accruals, the Appointing Authority shall use the date the employee was appointed to a trainee classification provided there was not a break in service between the trainee appointment and a probationary appointment. This provision shall be prospective only, and it shall only apply to changes and rates of accrual that may occur in the future.

### **Notice of Shift Change**

Article 11, Section 1(A) shall be supplemented as follows:

For informational purposes and where practicable, the Appointing Authorities of facilities within the Department of Corrections agree that when supervisors in the classification Corrections Lieutenant are required to change shifts on a permanent basis, such change shall be posted 30 calendar days in advance of occurrence. Further, when the above supervisors are required to change shifts on a temporary basis such change shall be posted 14 calendar days in advance of occurrence.

In the event that the Appointing Authority changes a Corrections Lieutenant's scheduled shift with less than fourteen (14) calendar days' notice, the Corrections Lieutenant shall receive twenty dollars (\$20.00) for each shift changed. A Corrections Lieutenant shall not receive penalty pay for overtime hours worked.

### **On-Call Institutions**

Article 11, Hours of Work and Overtime, Section 5, On-Call is modified or supplemented as follows:

A supervisor in any institution of the Minnesota Department of Corrections (including an OSI Supervisor) who is instructed by their superior to remain in an on-call status shall receive fourteen (14) hours of compensation for being in on-call status for a seven (7) day period or part thereof. Such compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor. An additional four (4) hours of compensatory overtime shall be granted for each legal holiday that occurs within the seven (7) day period. A floating holiday does not count for purposes of incurring the four hours compensation.

An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where they may be reached.

### **On-Call - Field Services**

Article 11, Hours of Work and Overtime, Section 5, On-Call is modified or supplemented as follows:

A supervisor in Field Services of the Minnesota Department of Corrections who is instructed by their supervisor to remain in an “on-call” status shall receive twenty-one (21) hours of compensation for being in “on-call” status for a seven (7) day period or part thereof. Such compensation shall be paid in cash or credited to the supervisor’s compensatory bank at the option of the supervisor. An additional six (6) hours of compensatory overtime shall be granted for each legal holiday that occurs within the seven (7) day period. A floating holiday does not count for purposes of incurring the six (6) hours of compensation.

A supervisor who is instructed to be in “on-call” status is not required to remain at a fixed location but is required to leave word where they may be reached.

### **Paid Leave of Absence**

#### **Hostage Leave**

The Employer and the Association agree that under Article 16, Section 12, Injured on Duty Pay, persons employed in a correctional institution who suffer a disabling injury as a direct result of a life-threatening hostage incident, who otherwise meet the stated criteria contained therein, may be authorized by the Appointing Authority for injury on duty pay on the basis of psychological or mental illness suffered therein without demonstration of physical injury. An Appointing Authority may require the employee to be examined by a psychiatrist, physician or other qualified medical practitioner to verify the employee's medical condition, need for such time off, and the length of time needed. In no case shall injury on duty pay extend beyond three hundred (300) hours.

### **Compensation for Officiating**

Article 16, Wages, shall be modified and supplemented in the following manner:

1. The employees who officiate competitive sports events between residents as an extra-duty event shall be reimbursed at the rate of a flat \$10.00 per game.
2. The parties recognize that employees performing these occupational or sporadic employment duties will not have these hours counted as hours worked for purposes of determining eligibility for overtime either under Article 16 of the Agreement or under federal law.

### **Overnight Activities**

For all supervisors assigned to overnight activities which include the supervision of residents/inmates when such assignments are twenty four (24) consecutive hours shall be sixteen (16) hours of straight time for each twenty four (24) hour period.

### **Uniforms**

At the request of either party, the parties shall meet and confer on the topic of uniforms.

### **Corrections Infection Control Coordinator Differential**

The Department of Corrections shall pay up to an additional twelve (12) percent of the base salary of a Registered Nurse Supervisor or Registered Nurse Administrative Supervisor who is assigned additional, department-wide responsibilities pertaining to infection control coordination. Selection of the supervisor to whom the duties are assigned is at the discretion of the department and the department may end or reassign the responsibilities at any time.

### **Religious Activities Coordinator Differential**

The Department of Corrections shall pay up to an additional twelve (12) percent of the base salary of a Chaplain Supervisor who is assigned additional, department-wide responsibilities pertaining to religious activities coordination. Selection of the supervisor to whom the duties are assigned is at the discretion of the department and the department may end or reassign the responsibilities at any time.

### **FORMER COUNTY PROBATION SUPERVISORS RIGHTS WITHIN STATE.**

The Master Agreement is supplemented by the following for county probation supervisors who became state employees by a transfer under the provisions of Minnesota Statutes 260.311, subdivision 1, paragraph a, clause 4. These provisions are effective for County Probation Supervisors transferring on or after January 1, 1987.

A. **SENIORITY.** Article 12 of the Master Agreement is supplemented by the following:

State and Classification Seniority for former county probation supervisors shall be calculated as provided in the master agreement. Where a tie exists between two (2) or more former employees from the same county probation department, it shall be broken using the employees' length of service in their former county probation department. Any remaining ties shall be broken by drawing lots. The seniority roster shall reflect such employee's length of service with the county probation department.

B. **SICK LEAVE.** Article 8, Section 4 of the Master Agreement shall be amended as follows:

Employees transferring to state service under the statute cited above shall transfer accumulations of sick leave from county service. No additional accrual will occur until the former county employee's sick leave accrual total falls below the maximum permitted by the Master Agreement.

C. **ANNUAL LEAVE.** Article 8, Section 1 of the Master Agreement shall be amended as follows:

Employees transferring to state service under the statute cited above shall transfer accumulations of annual leave from county service. No additional accrual will occur until a former county employee's annual leave accrual total falls below the maximum permitted by the Master Agreement. Service with the former county employer shall count as time worked for purposes of determining rates of accrual.

D. **FILLING OF VACANCIES.** Article 14 of the Master Agreement shall be supplemented as follows:

A transferring county employee to state service shall serve a probationary period of six (6) months. Article 15 applies to any non-certification decision by the Employer. After utilizing the provision of the Article, a non-certified employee may, within ten (10) days, appeal to the Commissioner of Minnesota Management & Budget for a hearing. The Commissioner may uphold the non-certification decision, extend the probation period, or certify the employee. The decision of the Commissioner of Minnesota Management & Budget is final and not arbitrable.

**Corrections Early Retirement Incentive for Supervisors in the State Patrol Retirement Fund**

This Early Retirement Incentive will apply to supervisors who occupy certain positions in the Department of Corrections. The Early Retirement Incentive will apply only to supervisors currently in the State Patrol Retirement Fund (M.S. §352B), who are and who supervise licensed peace officers.

A. **Early Retirement Incentive Options.** Any supervisor who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) shall be eligible to retire under one of the following Early Retirement Incentive programs if the conditions for eligibility as set forth below are met.

1) **Pre-Fifty-Five Early Retirement Incentive.** Any supervisor who reaches the age of fifty (50) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) 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) Early Retirement Incentive in accordance with the provisions set forth below.

The Employer contribution for health and dental insurance coverage shall be equal to one hundred twenty (120) times the amount of the monthly Employer contribution applicable to the supervisor at the time of their retirement divided by the number of months from the date of retirement until the supervisor reaches age sixty-five (65). The supervisor shall be responsible for paying the remaining portion of the Employer contribution.

2) **Post-Fifty-Five Early Retirement Incentive.** Any supervisor who reaches the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) may opt during the pay period in which their fifty-fifth (55th) birthday occurs or any time thereafter until the supervisor reaches the age of sixty-five (65) to participate in the Post-Fifty-Five Early Retirement Incentive in accordance with the provisions set forth below.

The Employer contribution for health and dental insurance coverage shall be equal to the amount of the monthly Employer contribution applicable to the supervisor at the time of their retirement.

**B. Conditions for Eligibility.**

1. **Current Supervisors.** Supervisors who are in a classification covered by this Agreement before the effective date of this Agreement shall be subject to the following conditions for eligibility:
  - a. Supervisors exercising either of these options must be eligible for insurance coverage under the provisions of Article 17.
  - b. Supervisors exercising either of these options shall be provided with the health and dental insurance which the supervisor was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement.
  - c. Supervisors eligible to receive an Employer contribution for health and dental coverage immediately prior to taking advantage of the State Patrol Retirement Fund (M.S. §352B) shall continue to receive an Employer contribution for themselves and their enrolled dependents until the supervisor reaches the age of sixty-five (65).
  - d. Supervisors who retire with no Employer contribution for dependent coverage or who terminate dependent coverage following retirement may add a dependent in accordance with Article 17 Section 5B1; however, that supervisor shall not subsequently be eligible for an Employer contribution for dependent coverage except when the dependent is the supervisor's spouse and the spouse immediately at the time of their retirement is enrolled in SEGIP and receiving an Employer contribution for health and dental coverage.
  - e. Receipt of the Early Retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the required premium.
  - f. Supervisors on an unpaid leave of absence in excess of one (1) year, excluding military and medical leaves, shall be subject to the provisions set forth in B2 below.
2. **New Supervisors.** Supervisors who promote, demote, transfer, or who are appointed to a classification covered by this Agreement on or after the effective date of this Agreement shall be subject to the conditions listed directly above and the following additional conditions for eligibility:
  - a. Supervisors must have a minimum cumulative total of ten (10) years of service in a classification covered by the State Patrol Retirement Fund

(M.S. §352B) at the time of their date of retirement. Any time spent in a classification that is not covered under the State Patrol Retirement Fund (M.S. §352B) will not satisfy, and will not be combined with covered time to satisfy, the required time.

- b. Supervisors must have been employed in a classification covered by the State Patrol Retirement Fund (M.S. §352B) for a minimum of five (5) years immediately preceding their date of retirement.

### **Liquidation of Compensatory Banks**

Once per fiscal year, the Appointing Authority will determine if compensatory banks will be liquidated. If liquidated and with thirty (30) calendar day advance written notice to the Association, the Appointing Authority will offer the supervisor the option to liquidate all, or a portion of the compensatory bank up to the one hundred and twenty (120) hour maximum. This language is not intended to modify or supersede any other provisions of the Collective Bargaining Agreement.

#### **D. Explore Minnesota Tourism**

### **Work on a Holiday**

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in an Explore Minnesota Tourism Facility shall receive a holiday premium of \$40.00 for each four (4) hours or portion thereof worked up to a maximum of \$80.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

#### **E. Department of Health**

### **On Call**

Article 11, Section 4 shall be supplemented and/or modified as follows:

A supervisor in the Department of Health who volunteers to be on-call shall be considered to be on-call when the supervisor name has been posted for duty by his or her supervisor during an off-duty period to respond to public health or other emergencies and the supervisor is required to wear a paging device. A supervisor who is scheduled for on-call status is not required to remain at a fixed location but must stay within the area of the paging device.

A supervisor of the Department of Health who is on-call as defined above shall be compensated at a flat base rate of two hundred dollars (\$200) per week of assigned on-call duty. In addition, supervisors will be paid the following additional amounts per week based on the calls actually received and responded to during non-work hours as follows:

Compensation for phone calls shall be as follows:

Exempt Supervisors: Fifteen dollars (\$15) for thirty (30) minute calls up to three hundred dollars (\$300) per week.

Non-Exempt Supervisors: Fifteen dollars (\$15) for thirty (30) minute calls up to three hundred dollars (\$300) per work, if actual work time is de minimis in accordance with the Fair Labor Standards Act (FLSA). If the time worked is more than de minimis, the actual time worked will be recorded and paid at the supervisor's hourly rate.

Assignments made for on-call work under this provision shall be for at least one (1) full calendar week at a time.

The providing of information by telephone will not be considered as a call-back.

#### **F. Department of Human Services**

##### **Officer-of-the-Day Differential**

When a supervisor is assigned in writing to be on duty as officer-of-the-day for a facility or security hospital, that supervisor shall receive a differential in the amount of \$2.00 per hour.

##### **Work on a Holiday**

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a SOS or MSOP shall receive a holiday premium of \$40.00 for each four (4) hours or portion thereof worked up to a maximum of \$80.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday. A supervisor receiving a holiday premium is eligible for officer-of-the-day differential for the same hours worked.

##### **Schedule Changes**

Article 11, Section 1(A) shall be supplemented as follows:

For supervisors working in a SOS or MSOP, the Appointing Authority shall provide no less than fourteen (14) calendar days' notice to the affected supervisor(s) prior to making a change in the days of work, hours of work, or the length of the work day of full-time supervisors. Further for information purposes and where practicable, the Appointing Authorities agree that when supervisors are required to change shifts on a permanent basis, such change shall be posted 30 calendar days in advance of occurrence.

If the Appointing Authority changes a supervisor's scheduled day(s) off with less than fourteen (14) calendar days' notice to the affected supervisor, the supervisor shall receive \$10.00 for each four (4) hours or portion thereof worked on the original day off up to a maximum of \$20.00.

If the Appointing Authority changes a supervisor's scheduled hours of work by four (4) hours or more with less than fourteen (14) calendar days' notice to the affected supervisor, the supervisor shall receive \$10.00 for each four (4) hours or portion thereof worked outside the normally scheduled hours of work, up to a maximum of \$20.00.

A supervisor receiving schedule change pay is eligible for officer-of-the-day differential for the same hours worked. A supervisor shall not receive schedule change pay for overtime hours.

### **On-Call/Forensic Treatment Services**

Article 11, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

A supervisor who is instructed to remain in an on-call status shall be compensated for such time on the basis of fifty dollars (\$50) for twenty-four (24) hour period or part thereof, not to exceed a maximum of three-hundred and fifty dollars (\$350) per week. A supervisor shall have the choice of receiving on-call pay in cash or compensatory time of fifteen (15) minutes for each hour of on-call status for a twenty-four (24) hour period or part thereof, not to exceed a maximum of twelve (12) hours per week.

### **Paid Leaves of Absence**

#### **Hostage Leave**

The Employer and the Association agree that under Article 16, Section 12, Injured on Duty Pay, persons employed who suffer a disabling injury as a direct result of a life-threatening hostage incident, who otherwise meet the stated criteria contained therein, may be authorized by the Appointing Authority for injury on duty pay on the basis of psychological or mental illness suffered therein without demonstration of physical injury. An Appointing Authority may require the employee to be examined by a psychiatrist, physician or other qualified medical practitioner to verify the employee's medical condition, need for such time off, and the length of time needed. In no case shall injury on duty pay extend beyond three-hundred (300) hours.

### **Hiring and Retention Incentives – Direct Care and Treatment Services (DCT)**

#### **1. Duration.**

This language is applicable through the duration of the 2019-2021 contract.

- #### **2. Retention Incentive for Employees at the Salary Range Maximum.**
- Any current DCT employee covered by the MMA Master Agreement who has been at the maximum salary rate for their job classification for six (6) or more months may receive a discretionary lump sum payment of up to two thousand five hundred dollars (\$2,500). Such payments are permitted only when the employee has demonstrated satisfactory or better job performance. Such payments may be granted once per fiscal year.

3. **Recruitment Incentive for Newly Hired Employees.** Newly hired employees may be granted a recruitment incentive of up to two thousand five hundred dollars (\$2,500). The incentive shall be paid in two (2) increments: half after successful completion of the required probationary period, and half after twelve (12) months of continuous satisfactory service. Current employees of the State of Minnesota are not eligible for this payment.
4. **Referral Incentive.** Any current DCT employee covered by the MMA Master Agreement may receive a lump-sum payment of five hundred dollars (\$500) for making the first referral of a candidate who accepts a pre-designated vacancy and successfully completes their probationary period. The Appointing Authority may designate individual vacant positions or entire classifications that are subject to the referral incentive. This provision only applies to the appointment of candidates who are not current state employees. No more than one lump-sum payment shall be paid for each designated vacancy. Prior to offering to make such lump-sum payments for referrals, the Appointing Authority shall establish procedures for recording referrals and determining which employee made the first referral of a candidate.
5. **Student Loan Payment Reimbursement.**
  - A. **Employee Request and Discretionary Approval.** An employee may request and the Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
  - B. **Eligible Payments.** In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
  - C. **Eligible Student Loan Debt.** The employee must have current student loan debt incurred prior to the payment being requested by the employee.
  - D. **Exclusion.** Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.
  - E. **Payment 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 issued to any employee.
  - F. **Payment Dispersal.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
  - G. **Employee Length of Service Requirements.** Employees must have been employed by the Employer at least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty four (1,044) hours per year.

- H. **Employee Retention Requirement.** Employees who are approved to receive a student loan payment reimbursement must remain actively employed by DHS for a period of one (1) year after receiving a reimbursement payment. Employees who voluntarily separate sooner than one (1) year after receiving such payment shall be required by the Appointing Authority to repay the student loan reimbursement received the previous year.

Such repayment shall be on a prorated, monthly basis. The repayment requirements may, under special circumstances, be waived by the Employer, the Commissioner of Management and Budget. Such waiver must be requested in writing by the Appointing Authority.

If an employee is required to repay all or part of a student loan reimbursement payment, the Appointing Authority shall deduct the amount owed from vacation payout or compensatory time payout or severance pay. If the amount withheld from payouts is not sufficient to reimburse the State, the employee is required to reimburse the State for the remaining amount.

Retention and repayment requirements do not apply in the case of death or permanent layoff.

- I. **Documentation of Student Loan Payments Required.** The Employee must provide documentation of actual student loan payments as described below:
- For reimbursement of loan payments: Documentation of actual loan payments made within the twelve (12) months immediately prior to application for loan payment reimbursement. The amount approved for any student loan reimbursement must be equal to or greater than the amount the employee has paid toward the loan in the twelve (12) months prior to the application;
  - For lump sum loan payments: Documentation that the amount dispersed has been applied to the student loan will be provided to the Appointing Authority within sixty (60) calendar days of the disbursement.
- J. **Failure to provide required documentation of payments.** If the employee does not fulfill the reporting requirement as described in H above, the employee will be required to repay the total amount.

The following seniority units were renamed and/or combined:

Ah-Gwah-Ching Center: No re-name: Add employees from here to DCT Brainerd Region (including SOCS) and eliminate Ah-Gwah-Ching Center.

Anoka Metro Regional Treatment Center: change to DCT Anoka Region

- Brainerd Regional Human Services Center (including SOCS): change to DCT Brainerd Region (including SOCS)
- EMSOCS/METO/Cambridge Regional Human Services Center: change to DCT EMSOCS/METO/Cambridge Region
- Fergus Falls Regional Treatment Center (including SOCS): change to DCT Fergus Falls Region (including SOCS)
- Moose Lake State Operated Services, including Minnesota Sexual Psychopathic Personality Treatment Center: change to DCT Moose Lake Region (including SOCS)
- St. Peter Regional Treatment Center and St. Peter Security Hospital: combine and change to DCT St. Peter Region
- Willmar Regional Treatment Center (including SOCS): change to DCT Willmar Region (including SOCS)
- Central Office: change to DHS Central Office

#### **G. Department of Military Affairs**

##### **Uniforms**

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority shall provide an initial clothing allowance up to four hundred twenty-five dollars (\$425.00) for each Airfield Fire Fighter Assistant Chief. Upon completion of the first year of employment, and annually thereafter, the Appointing Authority will reimburse the Assistant Chief for new articles of uniform clothing purchased, not to exceed five hundred dollars (\$500.00). The Assistant Chief shall be required to provide receipts before being reimbursed. Proper maintenance of uniforms shall be the Assistant Chief's responsibility.

The Appointing Authority shall have the right to set standards for the color and style of the uniforms, a reasonable level of cleanliness and a reasonable standard for the condition of the uniforms. This standard may be established locally by the Fire Chief.

##### **Holidays**

Article 9, Section 2 of the Master Agreement shall be implemented and/or modified as follows:

The provisions of this Article shall not apply to Airfield Fire Fighter Assistant Chief. However, Assistant Chiefs shall receive two (2) floating holidays per fiscal year. Floating holidays may not be accumulated and shall not be paid in cash if not used.

##### **Vacation Accrual**

Article 8, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

A. Accruals.

All eligible Assistant Chiefs shall accrue vacation pay according to the following rates:

Length of Service	Rate Per Full Payroll Period
0 through 5 years	5.5 working hours
After 5 through 8 years	6.5 working hours
After 8 through 12 years	9.5 working hours
After 12 through 19 years	10 working hours
After 19 through 24 years	10.5 working hours
After 24 through 30 years	11.5 working hours
After 30 years	12 working hours

Vacation charges for Assistant Chiefs shall be computed based on the number of hours the employee was scheduled to work on the day(s) the vacation was taken [twenty-four (24)].

Appendix C of the Master Agreement shall be supplemented and/or modified as follows:

Eligible Assistant Chiefs paid for less than a full one hundred and six (106) hour pay period shall have their vacation accruals pro-rated according to the rate table listed below:

HOURS OF VACATION ACCRUED DURING EACH  
PAYROLL PERIOD BASED ON LENGTH OF SERVICE

Number of Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 19 years	After 19 thru 24 years	After 24 thru 30 years	After 30 years
Less than 12.5	0	0	0	0	0	0	0
At least 12.5 Less than 26	1	1.25	1.75	2	2	2.25	2.25
At least 26 Less than 39	1.25	1.75	2.25	2.75	2.75	3	3
At least 39 Less than 52.5	2	2.75	3.75	4	4	4.25	4.75
At least 52.5 Less than 65.5	2.75	3.25	4.75	5	5.25	5.75	6
At least 65.5	3.25	4.25	6	6.25	6.75	7.25	7.5

Number of Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 19 years	After 19 thru 24 years	After 24 thru 30 years	After 30 years
Less than 79							
At least 79							
Less than 92	4	5	7	7.75	8	8.5	9
At least 92							
Less than 105.5	4.75	6	8.25	9	9.25	10	10.5
At least 105.5	5.5	6.5	9.5	10	10.5	11.5	12

Assistant Chiefs may accumulate unused vacation leave to a maximum of five hundred and thirty (530) hours. The five hundred and thirty (530) hours is the amount to be in place in Article 8, Section 1D and Section 3 of the Master Agreement.

### Sick Leave

Article 8, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Eligible Assistant Chiefs shall accrue sick leave at the rate of five and one-half (5.5) hours per pay period of continuous employment beginning with their date of eligibility.

Appendix D of the Master Agreement shall be supplemented and/or modified as follows:

Eligible Assistant Chiefs being paid for less than a one hundred six (106) hour pay period shall have sick leave accruals pro-rated according to the rate schedule indicated below:

#### HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE

Number of Hours Worked During Pay Period	Hours Accrued
Less than 12	0
At least 12.5 Less than 26	1
At least 26 Less than 39	1.25
At least 39 Less than 52.5	2

<b>Number of Hours Worked During Pay Period</b>	<b>Hours Accrued</b>
At least 52.5 Less than 65.5	2.75
At least 65.5 Less than 79	3.25
At least 79 Less than 92	4
At least 92 Less than 105.5	4.75
At least 105.5	5.5

### Hours of Work

Article 11 of the Master Agreement shall be supplemented and/or modified as follows:

**Workday.** The normal workday shall consist of twenty-four (24) consecutive hours.

**Work Period.** The normal work period shall consist of six (6) normal work days during a fourteen (14) calendar day period.

Assistant Chiefs shall be scheduled for one (1) day off after each normal workday until six (6) normal workdays have been worked, at which time the Firefighters shall be scheduled for three (3) consecutive days off.

### Overtime

Article 11 of the Master Agreement shall be supplemented and/or modified as follows:

The provisions of this Article shall not apply to Airfield Firefighters.

However, Duluth Airfield Assistant Chiefs & Camp Ripley Airfield Assistant Chief working a 24 hour shift shall have paid vacation time, paid sick leave, and paid leaves of absence considered as "time worked."

Article 11, Hours of Work and Overtime, Section 1 (D) Overtime Rates and (E) Liquidation of Overtime shall apply to Airfield Firefighters who work more than 212 hours in a four week period except for the following modifications:

Overtime hours shall be assigned to a compensatory bank.

The maximum amount of hours that may be in the compensatory bank at any given time is 480 hours.

### **Shift Differential**

Article 16, Section 7 of the Master Agreement shall be supplemented and/or modified as follows:

The provisions of this Section shall not apply to Airfield Firefighters.

### **Severance Pay**

With respect to Airfield Firefighter Assistant Chiefs, Article 16, Section 9 of the Master Agreement shall be modified as follows:

Severance pay shall be equal to forty (40) percent of the supervisor's first one thousand one hundred and ninety three (1193) hours of accumulated but unused sick leave, and twelve and one-half (12 ½) percent of the supervisor's accumulated but unused sick leave in excess of one thousand one hundred and ninety three (1193) hours, times the supervisor's regular rate of pay at the time of separation. Effective January 9, 2008, severance pay shall be equal to thirty-five (35) percent of the supervisor's accumulated but unused sick leave times the supervisor's regular rate of pay at the time of separation.

## **H. Minnesota State Colleges and Universities**

- 1) **Tuition Waiver**. There shall be available to supervisors of Minnesota State a tuition waiver as set forth below.

Full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal employees, classified and unclassified, shall upon completion of three (3) years of continuous employment (without a break in service) in the Minnesota State system be entitled to enroll on a space-available basis in credit courses without paying tuition. The employee will pay all applicable fees. Such enrollment shall not exceed twenty (20) semester credits per year. For purposes of tuition waiver, the year is considered to run from the start of the fall session through the end of the summer session. Employees of a State University may have tuition waived at any State University. Employees of a Community College or Technical College or co-located College may have tuition waived at any Community College or Technical College or Co-located College. Employees of the Minnesota State System Office may have tuition waived at any State University, Community College, Technical College, or Co-located College by making a choice once each contract period to use the tuition waiver for one of the various systems. The employee's spouse or dependent children may share this right up to sixteen (16) credits.

The tuition waiver benefit shall not apply to any courses that are part of an applied doctorate program.

- 2) **Grievance Procedure.** Article 7, Section 1 shall be supplemented and/or modified as follows:

The Association agrees to file step 2 grievance appeals with the Minnesota State System Office.

- 3) **Hours of Work.**

**Reduction in Hours.** Supervisors and the Appointing Authority may mutually agree to reduce a full-time supervisor's hours of work. Such reduction shall not change their employment condition for purposes of bidding or layoff.

- 4) **Substitute Holidays.** After consultation with local Association Representative(s), College or University administrators may designate substitute holidays for those listed in Article 9 of the Master Agreement in order to conform with their academic calendars.

- 5) **Parking.** The Employer agrees that all policies relating to supervisor parking in campus facilities shall be uniform for faculty and all other personnel. On campuses which have a parking committee, the Local Union shall designate a representative to the committee.

- 6) **Uniforms.** Supervisors who are required to wear uniforms shall receive or be reimbursed for an initial issue of four (4) properly fitting uniforms per supervisor. Thereafter, supervisors shall be permitted replacement uniforms until they are no longer required. Worn out uniforms shall be returned to the Appointing Authority.

- 7) **Attendance at Local Union Meetings.** Supervisors may be permitted to adjust their hours of work to permit their attendance at meetings of the Association. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

- 8) **State Contribution to Deferred Compensation Plan.** Article 16, Section 16 is modified as follows:

Employer contributions to the State deferred compensation plan shall not be paid to any tax sheltered annuity contracts but shall be paid only to the deferred compensation plan authorized by M.S. 352.96. Permanent unclassified supervisors who are not eligible for the supplemental retirement account (as described in #10) are eligible for the Employer contribution to the State deferred compensation plan.

- 9) **Permanent Unclassified Supervisors as Per M.S. 43A.08, Subd. 1 (9).** The parties agree that an unclassified bargaining unit member is a supervisor who holds an appointment to a position in Minnesota State which is statutorily unclassified. The following provisions are only applicable to unclassified supervisors.

A. **Supplemental Retirement Account Contributions.** As allowed by Minnesota Statutes §§ 354C.11, 354C.12 and 356.24, the Employer will make a matching contribution, in an amount equal to the deductions made from the supervisor's salary, up to a

maximum of one thousand seven hundred dollars (\$1,700.00) per fiscal year to each eligible employee's supplemental retirement account.

B. Discipline and Discharge. Article 6, Discipline and Discharge, shall be modified as follows:

1. Supervisors who have three (3) or more years of continuous employment in a position that is a minimum of fifty percent (50%) of a full-time equivalent position in state service:
  - a. shall be eligible for all rights under Article 6, Discipline and Discharge, including "just cause" and access to the arbitration level of the grievance procedure.

C. Change in Class (Class Option) or Appointment to a Position in a Different Minnesota State Appointing Authority.

Unclassified supervisors who change class (class option) or who move to another Minnesota State Appointing Authority, shall be subject to a mandatory six (6) month period wherein the supervisor shall be ineligible for the provisions of 9B 1. a. above. However, by prior written notice from the Appointing Authority, the period may be eliminated or set any length of time from zero (0) to twelve (12) months. A supervisor who does not successfully complete the period shall have the following options:

1. Return to the former position if vacant or occupied by a temporary unclassified supervisor and if agreed to by the Appointing Authority.
2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.

If the supervisor is not reappointed under options 1 or 2, the supervisor's employment may be terminated.

D. Job Posting. Non-temporary MMA unclassified positions shall be posted for ten (10) calendar days for informational purposes only. No interest bidding is permitted on these unclassified positions. Supervisors shall notify the Appointing Authority that they are interested in the position(s) by written notice to the Appointing Authority's Human Resources Manager prior to the application deadline. If the supervisor meets the posted minimum qualifications of the position(s), as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. All supervisors shall be eligible for this position.

E. Unpaid Leaves of Absence – Unclassified Employees. An unclassified employee may request an unpaid leave of absence for the purpose of accepting a temporary position in another unclassified or administrative position within the Minnesota

State Colleges and Universities. At its discretion, the Appointing Authority may grant such requests. All terms and conditions of the leave shall be memorialized in a written agreement between the employee and the Appointing Authority prior to the commencement of the leave. A copy of the final, signed written leave agreement shall be provided to the Association. If the leave agreement does not expressly address return rights, the unclassified employee shall be entitled to return to a vacant position in the same seniority unit in the employee's former academic supervisor level at the conclusion of the leave of absence, provided the supervisor is qualified for the position.

F. Notice of New Supervisory Titles/Classifications

1. The Minnesota State System Office, and/or the Appointing Authority shall, in a timely manner, send the Middle Management Association (MMA) the position descriptions for all unclassified supervisory classes/titles not currently assigned to a different bargaining unit.
2. MMA may request a meeting with the appropriate representative from Minnesota State within ten (10) working days of mailing or delivery of the notice. Such meeting, unless otherwise agreed by the parties, shall occur within ten (10) working days from the time of the request.
3. Positions which have gone through the process outlined in item numbers 1 and 2 above, and which remain in dispute, may be challenged by MMA filing the proper petition with the Minnesota Bureau of Mediation Services.
4. The provisions of this section shall be non-grievable and non-arbitrable except for failure to provide the information noted in number 1 above.

G. Rights of Supervisors When Appointments are Ended

1. Advance notice when position/appointment is eliminated. In the event an unclassified supervisor's position/appointment is ended by the Appointing Authority for reasons other than work performance the Appointing Authority shall notify the Association Executive Director and the supervisor(s) affected at least forty-five (45) calendar days prior to the effective date.
2. Insurance eligibility. Unclassified supervisors who receive an employer contribution to health/dental insurance and whose position/appointment ends for reasons other than work performance shall remain eligible for the same employer contributions for six (6) months from the date the position/appointment ends.
3. Involuntary Separation Due to a Reduction in Force. Unclassified supervisors who are involuntarily separated due to a reduction in force shall be allowed to express interest in and interview for any unclassified vacancies posted within

Minnesota State for a minimum of six (6) months following the date of their separation notice. Non-selection shall not be grievable. Employees must meet the posted minimum qualifications for the position in order to be granted an interview.

10) **Educational Leave.** Leave with pay may be granted to a supervisor for educational purposes at the discretion of the Appointing Authority.

**I. Department of Natural Resources**

**Work on a Holiday**

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a Department of Natural Resources state park shall receive a holiday premium of \$40.00 for each four (4) hours or portion thereof worked up to a maximum of \$80.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

**Seniority**

Article 12, Section 2, Seniority Rosters, shall be supplemented and/or modified as follows:

No later than November 30 of each year, the Appointing Authority shall prepare and post a current seniority roster on the DNR Intranet, and shall provide one (1) printed copy to the Association Executive Director. The rosters shall list each supervisor and manager with supervisory seniority in the order of Classification Seniority and reflect each supervisor's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the supervisor previously served.

The rosters shall also identify the type of appointment if other than full-time unlimited. When two (2) or more supervisors have the same Classification Seniority dates, seniority positions shall be determined by total State Seniority. Should a tie still exist, seniority positions shall be determined by lot.

**Hours of Work and Overtime**

Article 11, Section 1(D), Hours of Work and Overtime shall be supplemented and/or modified as follows:

Overtime will be paid in cash at the rate of time and one-half for out-of-state fire fighting provided the out-of-state jurisdiction, state or federal, pays similar supervisory employees at the rate of time and one-half for firefighting work on the same fire. There shall be no actual rate paid at time and one-half in excess of fifty eight dollars and thirteen cents (\$58.13) an hour.

### **Liquidation of Overtime**

Article 11, Section 1, D4, Compensatory Time Liquidation in Cash, of the Master Agreement shall be modified as follows:

At the option of the DNR, for all supervisors assigned to Progression Codes 2 and 3 and to Progression Code 1, ranges 18 and below, all or a portion of the compensatory bank may be liquidated in cash as of the last day of the payroll period which ends closest to March 1, of each fiscal year with thirty (30) calendar days advance written notice to the Association. Such liquidation shall be done in a uniform manner for all employees of the seniority unit.

### **In-State Fire Fighting, Federal Jurisdiction**

Overtime will be paid in cash at the rate of time and one-half for in-state fire fighting, federal jurisdiction, provided the federal jurisdiction pays similar supervisory employees at the rate of time and one-half for fire fighting work on the same fire. There shall be no actual rate paid at time and one-half in excess of forty dollars (\$40.00) an hour.

### **In-State Fire Fighting, DNR Jurisdiction**

Supervisors who are required to work on wildfire fire fighting activities will be paid in cash at the appropriate overtime rate. This provision shall not apply to the DNR Forestry Division supervisors.

### **Uniforms**

Article 21 shall be supplemented and/or modified as follows:

The Appointing Authority shall furnish each supervisor such articles of clothing as are specified as part of the uniform valued at one hundred and seventy-five dollars (\$175) annually. The Appointing Authority may approve individual increases in this amount as needed.

DNR Supervisors assigned to Group 3 under DNR Op Order #33, full-time uniform wearers shall be furnished such articles of clothing as are specified as part of the uniform valued at two hundred and sixty dollars (\$260) annually.

If prices of parkas and 3-season jackets fluctuate by size and by twenty dollars (\$20) or more per individual item, the Appointing Authority shall supplement the uniform allotment by the amount of the actual difference in cost that exceeds the regular price.

### **Insurance**

Article 17, Section 3A, Insurance, shall be supplemented and/or modified as a pilot for the 2007-2009 Agreement and may be extended with the mutual agreement of both the State and the Association.

Part-time unlimited supervisors who are scheduled to work at least fifteen hundred and sixty six (1,566) hours per fiscal year are eligible for the full Employer contribution.

**J. Public Employees Retirement Association (PERA)**

1. Article 12, Section 1A, State Seniority, shall be defined as the length of service with PERA since the last date of hire with that organization.
2. Article 12, Section 1B, Classification Seniority, shall be defined as the length of continuous service in the position which the supervisor held on July 1, 1985.
3. Article 12, Section 1C, Continuous Service, shall be interpreted as commencing on the last date of hire with the PERA notwithstanding the provisions of M.S. 353.03 Subd. 3(a).
4. Article 8, Section 1, Vacation Accumulation, shall be modified to allow a supervisor of PERA hired before 7/1/85, and who has served a minimum of six (6) months of continuous service with PERA since their last date of hire to be eligible to use vacation leave after July 1, 1985.
5. Effective July 1, 1985, supervisors of PERA shall accrue vacation leave in accordance with the schedule outlined in Article 8, Section 1, Vacation Accumulation. The length of service requirement shall be in accordance with #1 above, subject to any restrictions that are found in M.S. 353.03 Subd. 3(a).
6. Effective July 1, 1985, all supervisors shall accrue sick leave in accordance with Article 8, Section 4, Sick Leave Accumulation. Any accrued balances from PERA employment prior to July 1, 1985 that are equal to or less than nine hundred (900) hours shall be transferred in total to the supervisor's sick leave account. Accrued balances in excess of nine hundred (900) hours shall be transferred to the supervisor's sick leave bank at the rate of two-fifths (2/5) of the accrued balance. The remaining three-fifths (3/5) balance shall be placed in a separate supplemental account. Such sick leave hours shall only be used for extended or catastrophic illness/accident in the event the supervisor has exhausted all other sick leave balances and only with the approval of the Commissioner of Minnesota Management & Budget upon written application of the supervisor. Any supplemental sick leave hours that may still exist at the time of the supervisor's separation from State service shall not be subject to the provisions of Article 16, Section 9, Severance Pay.
7. The Employer agrees to use the date of the supervisor's last salary increase or the date of last promotion, whichever is later, to determine the date the supervisor is next eligible for progression increases under Article 16, Section 5, Progression.
8. For those supervisors whose salaries are within the range established for their class but not on a salary range step, Article 16, Section 5, Progression, shall be modified to be consistent with the State's transfer policy until such time that the supervisor's salary rate moves on step.

9. Article 16, Section 9, Severance Pay, shall be modified to be consistent with numbers 1, 3, and 6 above.

**K. Department of Public Safety**

**STATE FIRE MARSHALL**

When requested by the employee, the Employer shall pay the monthly base telephone bill for the employees of the State Fire Marshal Division in the classification State Fire Safety Supervisor who work out of their home and maintain an office for state business in their residence. For the purposes of this agreement, the base telephone bill includes the basic monthly fee, touch-tone service (if a separate fee is charged), voice messaging service, and applicable taxes. It does not include supplemental services desired by the employee or long distance fees or charges. To be eligible for this reimbursement, the employee must maintain a separate telephone line for State business purposes only.

**Hazardous Material Responders**

Hazardous Material Responders supervisors directed to be on-call as Hazardous Material Responders by their division and those supervisors deemed qualified by their division to function as a designated Hazardous Material Responder shall be paid for on-call duty as follows:

1. Department of Public Safety (DPS) Division Directors shall designate those persons deemed qualified to work as a Hazardous Material Responder.
2. Such supervisors shall be assigned specific seven (7) day duty periods. Such assignments shall be made by DPS.
3. For each seven (7) day period on-call, the supervisor shall be compensated fifteen (15) hours pay at their normal rate or fifteen (15) hours of compensatory time at the option of the supervisor. An additional four (4) hours of compensation in cash or compensatory time shall be granted for each legal holiday that occurs within this period. All compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor.
4. On-call status supervisors are to be reachable at all times for emergency and assistance calls. A supervisor who is instructed to be in an on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.
5. Supervisors called back shall receive cash or compensatory time in accord with Article 11 of the Master Agreement. Such compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor.
6. Non-exempt supervisors who take telephone calls eight (8) minutes or longer while they are on-call will have the time treated as time worked.

7. Exempt supervisors who make telephone calls eight (8) minutes or longer while they are on-call shall have the ability to adjust or exchange hours in accord with Article 11 of the Master Agreement.

## **BUREAU OF CRIMINAL APPREHENSION**

### **On-Call, Forensic Scientist Supervisor and Forensic Lab Assistant Director**

Employees in the classifications Forensic Scientist Supervisor and Forensic Laboratory Assistant Director shall be in on-call status if the employee's supervisor has instructed the employees, in writing, to remain available to work during an off-duty period. These employees who are instructed to be in on-call status are not required to remain at a fixed location but are required to leave word where they may be reached.

Such employees who are instructed to remain in an on-call status for the purpose of serving on the Crime Scene Processing Team shall receive fifteen (15) hours of overtime compensation for being in on-call status for a seven (7) day period. An additional four (4) hours of overtime compensation shall be granted for each legal holiday that occurs within this period.

### **Special Agents in Charge and Assistant Special Agents in Charge**

#### **Availability Pay**

Employees in the classifications of Special Agent In Charge and Assistant Special Agent In Charge shall be paid an additional sixty dollars (\$60) per month availability pay in recognition of the unusual hours and on call nature of the work they perform.

#### **Clothing Allowance**

The employer agrees to provide each Special Agent in Charge and Assistant Special Agent in Charge covered by this agreement an annual clothing allowance of five hundred and fifty dollars (\$550) per fiscal year, payable at the beginning of each fiscal year provided the employee is employed and in working status at the beginning of each fiscal year.

#### **Size of Compensatory Bank**

Article 11, Overtime shall be amended as follows:

For employees in the classifications of Special Agents In Charge and Assistant Special Agents In Charge, the maximum hours that may be in the compensatory bank at any one time shall be established by the Appointing Authority within the guidelines of the FLSA. It is agreed that the appointing authority will not set this limit below forty (40) hours. At the discretion of the Appointing Authority all or part of the compensatory bank may be liquidated in cash.

## **Public Safety Early Retirement Incentive for Supervisors in the State Patrol Retirement Fund**

This Early Retirement Incentive will apply to supervisors in the classifications of Special Agent in Charge and Assistant Special Agent in Charge, at the Department of Public Safety. The Early Retirement Incentive will apply only to supervisors currently in the State Patrol Retirement Fund (M.S. §352B), who are and who supervise licensed peace officers.

- A. **Early Retirement Incentive Options.** Any supervisor who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) shall be eligible to retire under one of the following Early Retirement Incentive programs if the conditions for eligibility as set forth below are met.

1. **Pre-Fifty-Five Early Retirement Incentive.** Any supervisor who reaches the age of fifty (50) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) 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) Early Retirement Incentive in accordance with the provisions set forth below.

The Employer contribution for health and dental insurance coverage shall be equal to one hundred twenty (120) times the amount of the monthly Employer contribution applicable to the supervisor at the time of their retirement divided by the number of months from the date of retirement until the supervisor reaches age sixty-five (65). The supervisor shall be responsible for paying the remaining portion of the Employer contribution.

2. **Post-Fifty-Five Early Retirement Incentive.** Any supervisor who reaches the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is appointed to a classification covered by the State Patrol Retirement Fund (M.S. §352B) may opt during the pay period in which their fifty-fifth (55th) birthday occurs or any time thereafter until the supervisor reaches the age of sixty-five (65) to participate in the Post-Fifty-Five Early Retirement Incentive in accordance with the provisions set forth below.

The Employer contribution for health and dental insurance coverage shall be equal to the amount of the monthly Employer contribution applicable to the supervisor at the time of their retirement.

- B. **Conditions for Eligibility.**

1. **Current Supervisors.** Supervisors who are in a classification covered by this Agreement before the effective date of this Agreement shall be subject to the following conditions for eligibility:
  - a. Supervisors exercising either of these options must be eligible for insurance coverage under the provisions of Article 17.

- b. Supervisors exercising either of these options shall be provided with the health and dental insurance which the supervisor was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement.
  - c. Supervisors eligible to receive an Employer contribution for health and dental coverage immediately prior to taking advantage of the State Patrol Retirement Fund (M.S. §352B) shall continue to receive an Employer contribution for themselves and their enrolled dependents until the supervisor reaches the age of sixty-five (65).
  - d. Supervisors who retire with no Employer contribution for dependent coverage or who terminate dependent coverage following retirement may add a dependent in accordance with Article 17 Section 5B1; however, that supervisor shall not subsequently be eligible for an Employer contribution for dependent coverage except when the dependent is the supervisor's spouse and the spouse immediately at the time of their retirement is enrolled in SEGIP and receiving an Employer contribution for health and dental coverage.
  - e. Receipt of the Early Retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the required premium.
  - f. Supervisors on an unpaid leave of absence in excess of one (1) year, excluding military and medical leaves, shall be subject to the provisions set forth in B2 below.
2. **New Supervisors.** Supervisors who promote, demote, transfer, or who are appointed to a classification covered by this Agreement on or after the effective date of this Agreement shall be subject to the conditions listed directly above and the following additional conditions for eligibility:
- a. Supervisors must have a minimum cumulative total of ten (10) years of service in a classification covered by the State Patrol Retirement Fund (M.S. §352B) at the time of their date of retirement. Any time spent in a classification that is not covered under the State Patrol Retirement Fund (M.S. §352B) will not satisfy, and will not be combined with covered time to satisfy, the required time.
  - b. Supervisors must have been employed in a classification covered by the State Patrol Retirement Fund (M.S. §352B) for a minimum of five (5) years immediately preceding their date of retirement.

## **MINNESOTA STATE PATROL**

### **Radio Communications Supervisors**

Because of the work requirements of Radio Communications Supervisors, supervisors may not be able to take a fifteen (15) minute paid rest break during each four (4) hours of regularly scheduled work. An eligible Radio Communications Supervisor who is not able to take an allowable rest break(s) because of business needs shall be entitled to cash or compensatory time off, at the supervisor's option.

Radio Communications Supervisors shall receive a differential of two dollars (\$2.00) per hour. Such differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

### **Public Safety Answering Point (PSAP) Managers**

Public Safety Answering Point (PSAP) Managers located in Roseville and Rochester Regional Traffic Management Centers shall receive a differential of two dollars (\$2.00) per hour. Such differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

### **Work on a Holiday**

Article 9, Section 5 shall be supplemented as follows:

Radio Communication Supervisors who are scheduled to work a supervisory shift on a holiday, shall be paid compensated at the rate of time and one half for hours worked on the holiday.

Commercial Vehicle Inspector Supervisors shall receive a holiday premium of forty dollars (\$40.00) for each four (4) hours or portion thereof worked up to a maximum of eighty dollars (\$80.00) for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

### **Commercial Vehicle Inspector Supervisors**

Commercial Vehicle Inspector (CVI) Supervisors who volunteer for and are assigned to perform supervisory duties on commercial vehicle enforcement projects including but not limited to: Federal Motor Carrier Safety Assistance Programs, Dyed Fuel Enforcement, Border Enforcement, Fatigued Driver Enforcement (FIST), Passenger Carrier Enforcement, Hazardous Material Enforcement, and the DOT Traffic Enforcement Project shall be compensated at a rate of time and one half for all hours worked. Such pay shall be paid in cash and titled CMV Enforcement Pay or Federal Program Pay.

The commercial vehicle enforcement projects included or excluded shall be determined solely by the Employer. Assignment to the supervisory position(s) shall be at the discretion of the Appointing Authority.

CVI Supervisors are ineligible for assignment to these projects during any hours they are taking vacation leave.

Hours worked on these voluntary assignments shall not be included as hours worked for the purpose of calculating overtime.

**L. State Auditor's Office**

**CPA Examination**

Dependent upon the availability of funds and the operational needs of the State Auditor's Office, the Appointing Authority may provide a lump sum payment of \$1,000.00 to supervisors in the classes Local Government Auditor Principal and Local Government Auditor Director who pass all four (4) parts of the CPA examination. For supervisors in these classes who pass all four (4) parts of the CPA examination and remain employed with the State Auditor's Office for one (1) year after the date on which they received notice of passing the CPA examination, the Appointing Authority may provide an additional lump sum payment of \$1,000.00.

**M. Department of Transportation**

**Work on a Holiday**

Article 9, Section 5 shall be supplemented as follows:

A supervisor shall receive a holiday premium of forty dollars (\$40.00) for each four (4) hours or portion thereof worked up to a maximum of eighty dollars (\$80.00) for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

**Hours of Work and Overtime**

Article 11 shall be supplemented and/or modified as follows:

The parties agree that for purposes of Article 11 (Hours of Work and Overtime) of the Agreement supervisors who were previously represented by Middle Management Association prior to July 1, 1981, shall be governed by the hours of work and overtime provisions as though they were assigned to Progression Code 1 and employed in those classes assigned to Salary Range 18.

The parties agree that for purposes of Article 11 (Hours of Work and Overtime) of the Agreement the immediate superior shall not unreasonably deny the request of a supervisor to balance hours due to off-duty phone calls received during hours for which the supervisor was not otherwise being compensated.

### **Winter Maintenance Schedule**

Article 11, Section 1 shall be supplemented and/or modified as follows:

The Appointing Authority and the Association agree to the use of winter maintenance shifts. The Department of Transportation and the Association agree that the Appointing Authority may institute split shifts under the winter maintenance schedule.

### **On-Call**

Article 11, Section 5 shall be modified as follows:

A supervisor who is instructed to remain in an on-call status shall be compensated for such time on the basis of sixty dollars (\$60) for a twenty four (24) hour period or part thereof. Furthermore, a supervisor who is in an on-call status on a weekend or holiday shall receive an additional five (\$5) dollars, or a total of sixty-five dollars (\$65), for a twenty-four (24) hour period or part thereof. On-call pay shall not exceed four hundred and twenty dollars (\$420) per week.

For purposes of this Article, a supervisor is eligible for weekend on-call pay if any of the on-call hours falls between midnight Friday and midnight Sunday. A supervisor is eligible to receive holiday on-call pay if any of the on-call hours fall on a calendar day which is listed as a holiday in Article 9, Section 2.

A supervisor who is neither working nor on-call shall be not disciplined, or otherwise held accountable for the failure to answer a work-related phone call.

### **Metro District Night Shift Premium Pay (Pilot)**

Article 16, Section 8 shall be supplemented as follows:

Metro District maintenance supervisors working night shifts of durations lasting

three (3) months or more, covered by this agreement, shall receive Night Shift Premium Pay of \$2.00/hour for all shifts which start between 7:00 p.m. and 11:00 p.m. This will apply to all hours worked between the hours of 7:00 p.m. and 5:30 a.m. Such premium pay shall be in addition to the supervisor's hourly rate of pay, and any shift differential the supervisor would otherwise be entitled to. The premium pay shall be included in all payroll calculations for shifts actually worked, but shall not apply during periods of paid leave, or in calculations of back-pay.

This pilot program will be in effect for the duration of the current contract.

## **Vehicles**

Article 18, Section 2 shall be supplemented and/or modified as follows:

Supervisors notified in writing by their Transportation District Engineer or Office Director to be available to respond to work-related emergencies during hours when the supervisor is not normally working, shall be provided with a State-owned vehicle and will not be charged mileage for driving to and from their work station and their home. It is understood that the State-owned vehicle shall not be used for personal purposes.

### **N. Minnesota Department of Veteran's Affairs**

#### **Officer-of-the-Day Differential**

When a supervisor is assigned in writing to be on duty as officer-of-the-day for an institution, that supervisor shall receive a differential in the amount of \$1.75 per hour.

#### **Work on a Holiday**

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a Minnesota Veterans Home shall receive a holiday premium of \$40.00 for each four (4) hours or portion thereof worked up to a maximum of \$80.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday. A supervisor receiving a holiday premium is eligible for officer-of-the-day differential for the same hours worked.

#### **Schedule Changes**

Article 11, Section 1(A) shall be supplemented as follows:

For supervisors working in a Minnesota Veterans Home, the Appointing Authority shall provide no less than fourteen (14) calendar days' notice to the affected supervisor(s) prior to making a change in the days of work, hours of work, or the length of the work day of full-time supervisors. Further for information purposes and where practicable, the Appointing Authorities agree that when supervisors are required to change shifts on a permanent basis, such change shall be posted 30 calendar days in advance of occurrence.

If the Appointing Authority changes a supervisor's scheduled day(s) off with less than fourteen (14) calendar days' notice to the affected supervisor, the supervisor shall receive \$10.00 for each four (4) hours or portion thereof worked on the original day off up to a maximum of \$20.00.

If the Appointing Authority changes a supervisor's scheduled hours of work by four (4) hours or more with less than fourteen (14) calendar days' notice to the affected supervisor, the

supervisor shall receive \$10.00 for each four (4) hours or portion thereof worked outside the normally scheduled hours of work, up to a maximum of \$20.00.

A supervisor receiving schedule change pay is not eligible for officer-of-the-day differential for the same hours worked, nor shall a supervisor receive schedule change pay for overtime hours.

The total compensation granted supervisors assigned to overnight activities which involve the supervision of residents when such assignments are twenty-four (24) hours shall be as follows: eight (8) hours straight time, eight (8) hours at the appropriate overtime rate, and eight (8) hours at the on-call rate.

### **Grievances**

All second step grievances shall be appealed to the Director of Human Resources.

## APPENDIX F-1

### Unit 216 Middle Management Association Classes and Salaries as of July 1, 2019

#### Unit 216 Middle Management Association Classes and Salaries as of July 1, 2019

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000003	Accounting Director	16E	216	20K	1	30.41	44.01	63,496	91,893
002094	Accounting Supervisor	16E	216	10K	1	21.26	30.41	44,391	63,496
002095	Accounting Supervisor Inter	16E	216	12K	1	22.60	32.82	47,189	68,528
001500	Accounting Supervisor Princ	16E	216	17K	1	27.23	39.51	56,856	82,497
002143	Accounting Supervisor Senior	16E	216	15K	1	25.35	36.72	52,931	76,671
002096	Accounting Technician Supv	16E	216	08K	2	19.96	28.30	41,676	59,090
002185	Admin Planning Dir St	16E	216	23K	1	34.10	49.01	71,201	102,333
002372	Admin Secretary Supv	16E	216	07J	2	19.36	25.64	40,424	53,536
000987	Admin Systems Supv	16G	216	25P	1	37.79	64.65	78,906	134,989
002869	Agric Program Supervisor	16E	216	23K	1	34.10	49.01	71,201	102,333
002870	Agric Unit Supervisor	16E	216	20K	1	30.41	44.01	63,496	91,893
002752	Airfield Fire Fighter Asst Chf	16E	216	17D	2	27.23	30.41	56,856	63,496
000024	Appraisal Supervisor	16E	216	24K	1	35.36	50.74	73,832	105,945
002389	Architectural Supervisor	16E	216	26K	1	38.10	54.48	79,553	113,754
000610	Arts School Residence Director	16E	216	15K	1	25.35	36.72	52,931	76,671
003921	Asst Special Agent in Charge	16E	216	23K	1	34.10	49.01	71,201	102,333
000097	Attorney 3	16E	216	25K	1	36.72	52.57	76,671	109,766
000101	Audit Director	16E	216	22K	1	32.82	47.25	68,528	98,658
002277	Auditor Principal Supervisor	16E	216	20K	1	30.41	44.01	63,496	91,893

**Unit 216 Middle Management Association  
Classes and Salaries as of July 1, 2019**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
002278	Auditor Senior Supervisor	16E	216	15K	1	25.35	36.72	52,931	76,671
001904	Aviation Representative Supv	16E	216	21K	1	31.67	45.62	66,127	95,255
000637	Bacteriologist Supervisor 1	16E	216	17K	1	27.23	39.51	56,856	82,497
000155	Bacteriologist Supervisor 2	16E	216	20K	1	30.41	44.01	63,496	91,893
002186	Behavior Analyst 3 Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
003343	Braille Supervisor	16E	216	19K	1	29.37	42.55	61,325	88,844
000131	Building Maintenance Foreman	16E	216	22D	2	32.82	36.72	68,528	76,671
000132	Building Maintenance Supv	16E	216	17J	1	27.23	38.10	56,856	79,553
003430	Building Manager	16E	216	18K	1	28.30	40.98	59,090	85,566
000134	Building Svcs Foreman	16E	216	07K	2	19.36	26.42	40,424	55,165
000861	Building Svcs Manager	16E	216	12K	1	22.60	32.82	47,189	68,528
000860	Building Svcs Supervisor	16E	216	05K	2	18.30	24.65	38,210	51,469
000138	Business Manager 1	16E	216	15K	1	25.35	36.72	52,931	76,671
000899	Buyer Supervisor	16E	216	16K	1	26.27	38.10	54,852	79,553
003457	Campus Security Supervisor	16E	216	11K	2	21.91	31.67	45,748	66,127
003187	Capitol Complex Security Supv	16E	216	11K	2	21.91	31.67	45,748	66,127
003432	Capitol Complex Trade Shp Supv	16E	216	16K	1	26.27	38.10	54,852	79,553
000147	Carpenter Supervisor	16E	216	17D	2	27.23	30.41	56,856	63,496
002968	Central Mail Supervisor	16E	216	14K	1	24.35	35.36	50,843	73,832
000640	Chemist Supervisor 1	16E	216	17K	1	27.23	39.51	56,856	82,497
000407	Chemistry Laboratory Director	16E	216	24K	1	35.36	50.74	73,832	105,945
000157	Chief Cook	16E	216	09K	1	20.49	29.37	42,783	61,325
003487	Chief Dep State Fire Marshal	16E	216	22K	1	32.82	47.25	68,528	98,658
003079	Child Health Program Supv	16E	216	21L	1	31.67	47.25	66,127	98,658
002914	Childrens Services Prog Supv	16E	216	22K	1	32.82	47.25	68,528	98,658

**Unit 216 Middle Management Association  
Classes and Salaries as of July 1, 2019**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
002102	Clerk Supervisor	16E	216	07J	2	19.36	25.64	40,424	53,536
002104	Clerk Typist 4 Supervisor	16E	216	07J	2	19.36	25.64	40,424	53,536
001604	College Bkstore Supv	16E	216	10K	1	21.26	30.41	44,391	63,496
001545	College Registrar Sr	16E	216	15K	1	25.35	36.72	52,931	76,671
001057	Commerce Analysis Supv	16E	216	19K	1	29.37	42.55	61,325	88,844
002910	Commercial Vehicle Inspect Sup	16E	216	11K	1	21.91	31.67	45,748	66,127
003105	Community Residential Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
003658	Community Supports Supv Senior	16E	216	23K	1	34.10	49.01	71,201	102,333
001336	Const Codes Licensing Supvsr	16E	216	23K	1	34.10	49.01	71,201	102,333
000966	Contract Officer	16E	216	20K	1	30.41	44.01	63,496	91,893
002436	Cook Supervisor	16E	216	07J	2	19.36	25.64	40,424	53,536
000199	Corr Captain	16E	216	21K	1	31.67	45.62	66,127	95,255
002318	Corr Discipline Unit Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
003840	Corr Electronics Systems Supv	16E	216	15L	1	25.35	38.10	52,931	79,553
003300	Corr Field Serv Dist Supv	16E	216	26K	1	38.10	54.48	79,553	113,754
003099	Corr Food Svcs Supv	16E	216	16K	1	26.27	38.10	54,852	79,553
003051	Corr Ind Admin Supv 2	16E	216	21K	1	31.67	45.62	66,127	95,255
003053	Corr Ind Prod Supv	16E	216	15K	1	25.35	36.72	52,931	76,671
003875	Corr Investigation Ass't Dir 1	16E	216	24K	1	35.36	50.74	73,832	105,945
003894	Corr Investigation Ass't Dir 2	16E	216	25K	1	36.72	52.57	76,671	109,766
001088	Corr Lieutenant	16E	216	18K	1	28.30	40.98	59,090	85,566
003646	Corr Program Director	16E	216	21K	1	31.67	45.62	66,127	95,255
000204	Corr Supervisor	16E	216	17K	1	27.23	39.51	56,856	82,497
000220	Dairy Inspection Supervisor	16E	216	19K	1	29.37	42.55	61,325	88,844
002189	Dietitian 1 Supervisor	16E	216	15K	1	25.35	36.72	52,931	76,671

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000235	Dietitian 2	16E	216	18K	1	28.30	40.98	59,090	85,566
003614	Dining Services Supervisor	16E	216	08J	2	19.96	27.23	41,676	56,856
002348	Dir Chem Dep Spec Commun Prog	16E	216	21K	1	31.67	45.62	66,127	95,255
003379	Dir Safety & Health	16E	216	21K	1	31.67	45.62	66,127	95,255
002508	Disability Prog Operations Sup	16E	216	21K	1	31.67	45.62	66,127	95,255
001386	Disability Quality Assur Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
000947	Disability Supervisor	16E	216	19K	1	29.37	42.55	61,325	88,844
003924	Dispute Prev Resolution Supv	16E	216	23K	1	34.10	49.01	71,201	102,333
002381	Driver Improvement Spec Supv	16E	216	12K	1	22.60	32.82	47,189	68,528
000249	Duplicating Shop Supv	16E	216	12K	1	22.60	32.82	47,189	68,528
003716	DVS Administration Supervisor	16E	216	20K	1	30.41	44.01	63,496	91,893
002702	DVS Asst Regional Supervisor	16E	216	12K	1	22.60	32.82	47,189	68,528
002779	DVS Program Supervisor	16E	216	18K	1	28.30	40.98	59,090	85,566
001413	DVS Regional Supervisor	16E	216	15K	1	25.35	36.72	52,931	76,671
003781	DVS Title & Registr Prog Supv	16E	216	19K	1	29.37	42.55	61,325	88,844
001792	Economic Oppty Program Supv 1	16E	216	20K	1	30.41	44.01	63,496	91,893
000716	EDP Operations Supervisor 2	16E	216	12L	2	22.60	34.10	47,189	71,201
000254	EDP Operations Supervisor 3	16G	216	18M	1	29.20	45.32	60,970	94,628
001852	Educ Program Supervisor	16E	216	22K	1	32.82	47.25	68,528	98,658
003286	Educ Supv	16E	216	25K	1	36.72	52.57	76,671	109,766
003416	Educ Supv Due Process	16E	216	25K	1	36.72	52.57	76,671	109,766
003615	Educ Supv Ed Effectiveness	16E	216	25K	1	36.72	52.57	76,671	109,766
003037	Educ Supv Ed Funding	16E	216	25K	1	36.72	52.57	76,671	109,766
003415	Educ Supv Financial Management	16E	216	25K	1	36.72	52.57	76,671	109,766
003811	Educ Supv Spec Ed Intagcy Svcs	16E	216	25K	1	36.72	52.57	76,671	109,766

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001958	Electrical Maintenance Supv	16E	216	14L	1	24.35	36.72	50,843	76,671
000267	Electrician Supervisor	16E	216	22D	2	32.82	36.72	68,528	76,671
001959	Electronic Maintenance Supv	16E	216	14L	1	24.35	36.72	50,843	76,671
003641	Emp & Econ Devel Fld Op Re Mgr	16E	216	25K	1	36.72	52.57	76,671	109,766
002599	Emp & Econ Devel Spec Prog Sup	16E	216	19K	1	29.37	42.55	61,325	88,844
002505	Environmental Analyst Supv 1	16E	216	17K	1	27.23	39.51	56,856	82,497
002506	Environmental Analyst Supv 2	16E	216	20K	1	30.41	44.01	63,496	91,893
003383	Environmental Hlth Supv	16E	216	21K	1	31.67	45.62	66,127	95,255
002211	Epidemiologist Supervisor	16E	216	21K	1	31.67	45.62	66,127	95,255
002949	Epidemiologist Supervisor Sr	16E	216	25K	1	36.72	52.57	76,671	109,766
000295	Exec Housekeeper	16E	216	09K	1	20.49	29.37	42,783	61,325
003552	Facilities Bldg & Maint Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
003237	Facilities Services Supv	16E	216	09L	2	20.49	30.41	42,783	63,496
003623	Facility Grds/Transp Svcs Supv	16E	216	12J	1	22.60	31.67	47,189	66,127
003503	Finance Accounting Supervisor	16E	216	24K	1	35.36	50.74	73,832	105,945
002250	Financial Inst Chief Exam	16E	216	26L	1	38.10	56.44	79,553	117,847
002249	Financial Inst Examnt Prog Dir	16E	216	24K	1	35.36	50.74	73,832	105,945
000304	Food Inspection Supervisor	16E	216	20K	1	30.41	44.01	63,496	91,893
000779	Food Service Supervisor	16E	216	14K	1	24.35	35.36	50,843	73,832
002927	Forensic Science Supv	16E	216	25K	1	36.72	52.57	76,671	109,766
003893	Geologist Supervisor	16E	216	26K	1	38.10	54.48	79,553	113,754
001645	Grants Specialist Supv	16E	216	18K	1	28.30	40.98	59,090	85,566
001035	Grounds & Roads Mntc Supv	16E	216	10K	1	21.26	30.41	44,391	63,496
000330	Group Supervisor	16E	216	19K	1	29.37	42.55	61,325	88,844
000070	Group Supervisor Asst	16E	216	14L	1	24.35	36.72	50,843	76,671

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003466	Health Care Claim Admin Supv	16E	216	21K	1	31.67	45.62	66,127	95,255
001608	Health Facility Eval Supv 1	16E	216	21L	1	31.67	47.25	66,127	98,658
002432	Health Facility Eval Supv 2	16E	216	22L	1	32.82	49.01	68,528	102,333
001609	Health Facility Eval Supv 3	16E	216	23L	1	34.10	50.74	71,201	105,945
000834	Health Program Rep Principal	16E	216	21K	1	31.67	45.62	66,127	95,255
002128	Health Program Supervisor	16E	216	15L	1	25.35	38.10	52,931	79,553
003022	Health Resource Supervisor	16E	216	21L	1	31.67	47.25	66,127	98,658
003402	Highway Helper Supv	16E	216	12K	2	22.60	32.82	47,189	68,528
001554	Housing Dev Off Princ	16E	216	19K	1	29.37	42.55	61,325	88,844
001509	Housing Program Supervisor	16E	216	25K	1	36.72	52.57	76,671	109,766
000500	Human Resources Director 1	16E	216	20K	1	30.41	44.01	63,496	91,893
002367	Human Resources Supervisor 1	16E	216	09K	1	20.49	29.37	42,783	61,325
002368	Human Resources Supervisor 2	16E	216	12K	1	22.60	32.82	47,189	68,528
003726	Human Resources Supervisor 3	16E	216	15K	1	25.35	36.72	52,931	76,671
000499	Human Resources Supervisor 4	16E	216	17K	1	27.23	39.51	56,856	82,497
001945	Human Rights Enforc Offcr Supv	16E	216	19K	1	29.37	42.55	61,325	88,844
003912	Human Services Supervisor 1	16E	216	15K	1	25.35	36.72	52,931	76,671
003913	Human Services Supervisor 2	16E	216	18K	1	28.30	40.98	59,090	85,566
003914	Human Services Supervisor 3	16E	216	21K	1	31.67	45.62	66,127	95,255
003915	Human Services Supervisor 4	16E	216	24K	1	35.36	50.74	73,832	105,945
002847	Human Svcs Licensing Asst Supv	16E	216	19K	1	29.37	42.55	61,325	88,844
002679	Human Svcs Licensing Supv	16E	216	23K	1	34.10	49.01	71,201	102,333
001697	Hydrologist 4	16E	216	23L	1	34.10	50.74	71,201	105,945
002174	Hydrologist Supervisor	16E	216	21K	1	31.67	45.62	66,127	95,255
002463	Income Mntc Prog Admin Supv	16E	216	21K	1	31.67	45.62	66,127	95,255

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002462	Income Mntc Prog Supervisor	16E	216	19K	1	29.37	42.55	61,325	88,844
001315	Information Officer 4	16E	216	19K	1	29.37	42.55	61,325	88,844
002110	Information Program Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
001000	Information Syst Manager	16G	216	25P	1	37.79	64.65	78,906	134,989
002137	Information Syst Soft Svc Supv	16G	216	21P	1	32.62	56.37	68,111	117,701
000932	Institution Educational Supv	16E	216	22L	1	32.82	49.01	68,528	102,333
003409	Interpret Naturalist Supv 1	16E	216	12K	1	22.60	32.82	47,189	68,528
001634	Interpret Naturalist Supv 2	16E	216	15K	1	25.35	36.72	52,931	76,671
000928	Inventory Control Supv 1	16E	216	09L	1	20.49	30.41	42,783	63,496
000930	Inventory Control Supv 2	16E	216	11L	1	21.91	32.82	45,748	68,528
002572	Investigation Supv	16E	216	21K	1	31.67	45.62	66,127	95,255
000409	Laboratory Services Supervisor	16E	216	15K	1	25.35	36.72	52,931	76,671
003301	Landscape Architect Princ Supv	16E	216	23K	1	34.10	49.01	71,201	102,333
003093	Lawful Gambling Lic Supv	16E	216	19K	1	29.37	42.55	61,325	88,844
002170	Lease Supervisor	16E	216	20K	1	30.41	44.01	63,496	91,893
000650	Library/Info Res Serv Prog Dir	16E	216	18K	1	28.30	40.98	59,090	85,566
002113	Library/Info Res Serv Supv Sr	16E	216	15K	1	25.35	36.72	52,931	76,671
003860	Lic Alcohol/Drug Counselor Sup	16E	216	17K	1	27.23	39.51	56,856	82,497
003698	Loan Officer Supervisor	16E	216	22K	1	32.82	47.25	68,528	98,658
002018	Local Govt Audit Director	16E	216	23K	1	34.10	49.01	71,201	102,333
002017	Local Govt Audit Principal	16E	216	19K	1	29.37	42.55	61,325	88,844
003561	Lottery Sales Supervisor Sr	16E	216	21K	1	31.67	45.62	66,127	95,255
002264	Management Analyst Supv 1	16E	216	12K	1	22.60	32.82	47,189	68,528
002115	Management Analyst Supv 2	16E	216	15K	1	25.35	36.72	52,931	76,671
002114	Management Analyst Supv 3	16E	216	19K	1	29.37	42.55	61,325	88,844

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002954	Management Info Syst Cons Supv	16G	216	21P	1	32.62	56.37	68,111	117,701
002836	Management Info Syst Supv 1	16G	216	16M	1	27.13	42.23	56,647	88,176
003220	Management Info Syst Supv 2	16G	216	20P	1	31.44	54.15	65,647	113,065
002191	Medical Records Tech Supv 2	16E	216	11J	2	21.91	30.41	45,748	63,496
002450	Mental Health Prog Admin Supv	16E	216	21K	1	31.67	45.62	66,127	95,255
003307	Military Maintenance Supv	16E	216	17D	2	27.23	30.41	56,856	63,496
002442	Military Security Shift Supv	16E	216	11J	2	21.91	30.41	45,748	63,496
003499	Mn Care Enrollment Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
007020	MnSCU Academic Supervisor 1	16E	216	15K	1	25.35	36.72	52,931	76,671
007023	MnSCU Academic Supervisor 2	16E	216	18K	1	28.30	40.98	59,090	85,566
007847	MnSCU Academic Supervisor 3	16E	216	21K	1	31.67	45.62	66,127	95,255
003371	MnSCU Retail Services Supv	16E	216	15K	1	25.35	36.72	52,931	76,671
003762	NR Area Supv Fisheries	16E	216	18K	1	28.30	40.98	59,090	85,566
003597	NR Area Supv T & W	16E	216	18K	1	28.30	40.98	59,090	85,566
003763	NR Area Supv Wildlife	16E	216	18K	1	28.30	40.98	59,090	85,566
002922	NR Business Manager	16E	216	17K	1	27.23	39.51	56,856	82,497
003764	NR Field Supervisor	16E	216	20K	1	30.41	44.01	63,496	91,893
002982	NR Forestry Admin Supv	16E	216	22K	1	32.82	47.25	68,528	98,658
002979	NR Forestry Asst Supv	16E	216	16K	1	26.27	38.10	54,852	79,553
002980	NR Forestry Program Supv	16E	216	18K	1	28.30	40.98	59,090	85,566
002981	NR Forestry Supv	16E	216	20K	1	30.41	44.01	63,496	91,893
003422	NR Parks Douglas Ldg Supv	16E	216	15K	1	25.35	36.72	52,931	76,671
003766	NR Prog Supv	16E	216	18K	1	28.30	40.98	59,090	85,566
003765	NR Prog Supv Eco Svcs	16E	216	18K	1	28.30	40.98	59,090	85,566
003879	NR Prog Supv Int-Eco Resources	16E	216	20K	1	30.41	44.01	63,496	91,893

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003769	NR Prog Supv Sr Eco Svcs	16E	216	22K	1	32.82	47.25	68,528	98,658
003776	NR Prog Supv Sr Fish Hatchery	16E	216	22K	1	32.82	47.25	68,528	98,658
003770	NR Prog Supv Sr Fish Research	16E	216	22K	1	32.82	47.25	68,528	98,658
003772	NR Prog Supv Sr Wild Research	16E	216	22K	1	32.82	47.25	68,528	98,658
003407	NR Supv	16E	216	22K	1	32.82	47.25	68,528	98,658
003403	NR Supv 1 Parks & Trails	16E	216	14K	1	24.35	35.36	50,843	73,832
003404	NR Supv 2 Parks & Trails	16E	216	16K	1	26.27	38.10	54,852	79,553
003405	NR Supv 3 Parks & Trails	16E	216	18K	1	28.30	40.98	59,090	85,566
003406	NR Supv 4 Parks & Trails	16E	216	20K	1	30.41	44.01	63,496	91,893
003773	NR Supv Eco Svcs	16E	216	16K	1	26.27	38.10	54,852	79,553
003774	NR Supv Fish Hatchery	16E	216	16K	1	26.27	38.10	54,852	79,553
002192	Office Services Supervisor 1	16E	216	09J	2	20.49	28.30	42,783	59,090
002118	Office Services Supervisor 2	16E	216	11K	1	21.91	31.67	45,748	66,127
000294	Office Services Supervisor 3	16E	216	12L	1	22.60	34.10	47,189	71,201
000491	Painter Supervisor	16E	216	17D	2	27.23	30.41	56,856	63,496
000776	Physical Plant Director	16E	216	20K	1	30.41	44.01	63,496	91,893
003464	Physical Plant Supervisor	16E	216	17K	1	27.23	39.51	56,856	82,497
000522	Planning Dir Transportation	16E	216	23K	1	34.10	49.01	71,201	102,333
000968	Planning Grants Administrator	16E	216	21K	1	31.67	45.62	66,127	95,255
003005	Planning Program Supv	16E	216	21K	1	31.67	45.62	66,127	95,255
002184	Planning Supv State	16E	216	18K	1	28.30	40.98	59,090	85,566
000519	Planning Supv Transportation	16E	216	18K	1	28.30	40.98	59,090	85,566
003431	Plant Mntc Engineer Chief	16E	216	13K	1	23.46	34.10	48,984	71,201
001549	Plant Protection Prog Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
003821	Plumber Fitter Supv	16E	216	20D	2	30.41	34.10	63,496	71,201

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000964	Plumber Supervisor	16E	216	20D	2	30.41	34.10	63,496	71,201
001350	Pollution Cont Spec Prin	16E	216	22L	1	32.82	49.01	68,528	102,333
000552	Produce Inspection Supervisor	16E	216	14K	1	24.35	35.36	50,843	73,832
008754	Proj Supervisor	16E	216	21K	1	31.67	45.62	66,127	95,255
002138	Psychological Services Dir	16E	216	25K	1	36.72	52.57	76,671	109,766
002130	Psychologist Supervisor	16E	216	21K	1	31.67	45.62	66,127	95,255
001527	Pub Util Rates Evaluation Supv	16E	216	25K	1	36.72	52.57	76,671	109,766
002131	Public Health Sanitarian Supv	16E	216	18K	1	28.30	40.98	59,090	85,566
000041	Pwr Plt Asst Chief Engineer	16E	216	18D	2	28.30	31.67	59,090	66,127
001075	Pwr Plt Chief Engineer	16E	216	18H	1	28.30	36.72	59,090	76,671
003393	Quality Services Supv	16E	216	21K	1	31.67	45.62	66,127	95,255
000777	Radio Communications Supervsr	16E	216	13K	1	23.46	34.10	48,984	71,201
000588	Radio Maintenance Supervisor	16E	216	16L	1	26.27	39.51	54,852	82,497
003344	Radio Talking Book Supv	16E	216	19K	1	29.37	42.55	61,325	88,844
003537	Real Estate Program Supervisor	16E	216	23K	1	34.10	49.01	71,201	102,333
000618	Real Estate Specialist Supv	16E	216	20K	1	30.41	44.01	63,496	91,893
002858	Realty Supervisor	16E	216	20K	1	30.41	44.01	63,496	91,893
002194	Recreation Therapist Coord	16E	216	12K	1	22.60	32.82	47,189	68,528
002359	Recreation Therapy Prog Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
002172	Registered Nurse Admin-Supv	16E	216	25L	1	36.72	54.48	76,671	113,754
002154	Registered Nurse Supervisor	16E	216	22L	1	32.82	49.01	68,528	102,333
000600	Rehabilitation Couns Supv 2	16E	216	17K	1	27.23	39.51	56,856	82,497
002533	Rehabilitation Couns Supv 3	16E	216	20K	1	30.41	44.01	63,496	91,893
003540	Rehabilitation Couns Supv 4	16E	216	21K	1	31.67	45.62	66,127	95,255
000873	Rehabilitation Regional Supv	16E	216	19K	1	29.37	42.55	61,325	88,844

**Unit 216 Middle Management Association  
Classes and Salaries as of July 1, 2019**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
000603	Rehabilitation Therapies Dir	16E	216	23K	1	34.10	49.01	71,201	102,333
000856	Rehabilitation Therapist Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
002254	Research Analyst Supervisor Sr	16E	216	19K	1	29.37	42.55	61,325	88,844
002329	Research Scientist Supv 2	16E	216	23K	1	34.10	49.01	71,201	102,333
003241	Retail Operations Supervisor	16E	216	14K	1	24.35	35.36	50,843	73,832
000907	Retirement Services Director	16E	216	21K	1	31.67	45.62	66,127	95,255
001425	Retirement Services Supervisor	16E	216	18K	1	28.30	40.98	59,090	85,566
000025	Revenue Property Tax Prog Supv	16E	216	23K	1	34.10	49.01	71,201	102,333
003706	Revenue Research Asst Div Dir	16E	216	23K	1	34.10	49.01	71,201	102,333
002772	Revenue Tax Supervisor 2	16E	216	17L	1	27.23	40.98	56,856	85,566
002773	Revenue Tax Supervisor 3	16E	216	20L	1	30.41	45.62	63,496	95,255
002774	Revenue Tax Supervisor 4	16E	216	22L	1	32.82	49.01	68,528	102,333
003521	Safety Administrator Supv	16E	216	20K	1	30.41	44.01	63,496	91,893
001774	Security Shift Supervisor	16E	216	03J	2	17.43	22.55	36,394	47,084
001046	Security Supervisor	16E	216	11K	1	21.91	31.67	45,748	66,127
000676	Social Svcs Supervisor	16E	216	19K	1	29.37	42.55	61,325	88,844
002196	Social Work Spec Supv	16E	216	15K	1	25.35	36.72	52,931	76,671
000810	Special Agent In Charge	16E	216	26K	1	38.10	54.48	79,553	113,754
001655	State Fire Safety Supervisor	16E	216	19K	1	29.37	42.55	61,325	88,844
003609	State Prog Admin Director	16E	216	21K	1	31.67	45.62	66,127	95,255
003690	State Prog Admin Supervisor	16E	216	12K	1	22.60	32.82	47,189	68,528
003689	State Prog Admin Supervisor Sr	16E	216	15K	1	25.35	36.72	52,931	76,671
003712	State Prog Admin Supv Prin	16E	216	18K	1	28.30	40.98	59,090	85,566
002132	Systems Analysis Unit Supv	16G	216	21P	1	32.62	56.37	68,111	117,701
001089	Systems Supervisor	16G	216	23P	1	35.11	60.26	73,310	125,823

**Unit 216 Middle Management Association  
Classes and Salaries as of July 1, 2019**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
002776	Tourism Travel Info Center Sup	16E	216	10K	1	21.26	30.41	44,391	63,496
001734	Traffic Maintenance Supt	16E	216	18L	1	28.30	42.55	59,090	88,844
002406	Training & Development Supv 1	16E	216	15K	1	25.35	36.72	52,931	76,671
001977	Training & Development Supv 2	16E	216	18K	1	28.30	40.98	59,090	85,566
003497	Transp Cultural Resource Supv	16E	216	24K	1	35.36	50.74	73,832	105,945
003276	Transp Materials Supv	16E	216	14K	1	24.35	35.36	50,843	73,832
003816	Transp Operations Supv 1	16E	216	13L	1	23.46	35.36	48,984	73,832
003817	Transp Operations Supv 2	16E	216	16L	1	26.27	39.51	54,852	82,497
003818	Transp Operations Supv 3	16E	216	18L	1	28.30	42.55	59,090	88,844
003819	Transp Operations Supv 4	16E	216	20L	1	30.41	45.62	63,496	95,255
003699	Transp Prog Supervisor	16E	216	21K	1	31.67	45.62	66,127	95,255
003648	Transp Prog Supervisor Sr	16E	216	23K	1	34.10	49.01	71,201	102,333
001708	Unemployment Ins Dist Aud Supv	16E	216	17K	1	27.23	39.51	56,856	82,497
000742	Unemployment Ins Supervisor 2	16E	216	15K	1	25.35	36.72	52,931	76,671
000743	Unemployment Ins Supervisor 3	16E	216	17K	1	27.23	39.51	56,856	82,497
002061	University Print Shop Supv 1	16E	216	12K	1	22.60	32.82	47,189	68,528
003036	University Print Shop Supv 2	16E	216	15K	1	25.35	36.72	52,931	76,671
000747	Veterans Asst Supervisor	16E	216	17K	1	27.23	39.51	56,856	82,497
000752	Veterinarian Senior	16E	216	24K	1	35.36	50.74	73,832	105,945
003549	Weights & Measures Asst Direct	16E	216	23K	1	34.10	49.01	71,201	102,333
000790	Wkfrce Dev Fld Opns Area Mgr 2	16E	216	17K	1	27.23	39.51	56,856	82,497
002531	Wkfrce Dev Fld Opns Area Mgr 4	16E	216	21K	1	31.67	45.62	66,127	95,255
003294	Workers Comp Claims Mgt Supv 1	16E	216	18K	1	28.30	40.98	59,090	85,566
003295	Workers Comp Claims Mgt Supv 2	16E	216	23K	1	34.10	49.01	71,201	102,333
003514	Workers Comp Program Supv	16E	216	21K	1	31.67	45.62	66,127	95,255

**Unit 216 Middle Management Association  
Classes and Salaries as of July 1, 2019**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
003619	Zoo Guest Services Supervisor	16E	216	16K	1	26.27	38.10	54,852	79,553
003803	Zoo Supervisor	16E	216	17K	1	27.23	39.51	56,856	82,497

**Unit 216 Middle Management Association**

**Compensation Grid 16E**

**Ranges 01 – 29**

**Effective 7/1/2019 – 6/30/2020**

**Compensation Grid 16E, Ranges 01 – 29, Effective 07/01/19 – 06/30/20**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L
Step		01	02	03	04	05	06	07	08	09	10	11	12
Range													
01	YR	34,682	35,517	36,394	37,459	38,210	39,254	40,424	41,676	42,783	44,391	45,706	
01	HR	16.61	17.01	17.43	17.94	18.30	18.80	19.36	19.96	20.49	21.26	21.89	
02	YR	35,517	36,394	37,459	38,210	39,254	40,424	41,676	42,783	44,391	45,706	47,084	
02	HR	17.01	17.43	17.94	18.30	18.80	19.36	19.96	20.49	21.26	21.89	22.55	
03	YR	36,394	37,459	38,210	39,254	40,424	41,676	42,783	44,391	45,706	47,084	48,776	
03	HR	17.43	17.94	18.30	18.80	19.36	19.96	20.49	21.26	21.89	22.55	23.36	
04	YR	37,459	38,210	39,254	40,424	41,676	42,783	44,391	45,706	47,084	48,776	50,425	
04	HR	17.94	18.30	18.80	19.36	19.96	20.49	21.26	21.89	22.55	23.36	24.15	
05	YR	38,210	39,254	40,424	41,676	42,783	44,391	45,706	47,084	48,776	50,425	51,469	
05	HR	18.30	18.80	19.36	19.96	20.49	21.26	21.89	22.55	23.36	24.15	24.65	
06	YR	39,254	40,424	41,676	42,783	44,391	45,706	47,084	48,776	50,425	51,469	53,536	55,165
06	HR	18.80	19.36	19.96	20.49	21.26	21.89	22.55	23.36	24.15	24.65	25.64	26.42
07	YR	40,424	41,676	42,783	44,391	45,706	47,084	48,776	50,425	51,469	53,536	55,165	
07	HR	19.36	19.96	20.49	21.26	21.89	22.55	23.36	24.15	24.65	25.64	26.42	
08	YR	41,676	42,783	44,391	45,748	47,189	48,984	50,843	52,931	54,852	56,856	59,090	61,325
08	HR	19.96	20.49	21.26	21.91	22.60	23.46	24.35	25.35	26.27	27.23	28.30	29.37
09	YR	42,783	44,391	45,748	47,189	48,984	50,843	52,931	54,852	56,856	59,090	61,325	63,496
09	HR	20.49	21.26	21.91	22.60	23.46	24.35	25.35	26.27	27.23	28.30	29.37	30.41
10	YR	44,391	45,748	47,189	48,984	50,843	52,931	54,852	56,856	59,090	61,325	63,496	66,127
10	HR	21.26	21.91	22.60	23.46	24.35	25.35	26.27	27.23	28.30	29.37	30.41	31.67
11	YR	45,748	47,189	48,984	50,843	52,931	54,852	56,856	59,090	61,325	63,496	66,127	68,528
11	HR	21.91	22.60	23.46	24.35	25.35	26.27	27.23	28.30	29.37	30.41	31.67	32.82

**Compensation Grid 16E, Ranges 01 – 29, Effective 07/01/19 – 06/30/20**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L
Step		01	02	03	04	05	06	07	08	09	10	11	12
Range													
12	YR	47,189	48,984	50,843	52,931	54,852	56,856	59,090	61,325	63,496	66,127	68,528	71,201
12	HR	22.60	23.46	24.35	25.35	26.27	27.23	28.30	29.37	30.41	31.67	32.82	34.10
13	YR	48,984	50,843	52,931	54,852	56,856	59,090	61,325	63,496	66,127	68,528	71,201	73,832
13	HR	23.46	24.35	25.35	26.27	27.23	28.30	29.37	30.41	31.67	32.82	34.10	35.36
14	YR	50,843	52,931	54,852	56,856	59,090	61,325	63,496	66,127	68,528	71,201	73,832	76,671
14	HR	24.35	25.35	26.27	27.23	28.30	29.37	30.41	31.67	32.82	34.10	35.36	36.72
15	YR	52,931	54,852	56,856	59,090	61,325	63,496	66,127	68,528	71,201	73,832	76,671	79,553
15	HR	25.35	26.27	27.23	28.30	29.37	30.41	31.67	32.82	34.10	35.36	36.72	38.10
16	YR	54,852	56,856	59,090	61,325	63,496	66,127	68,528	71,201	73,832	76,671	79,553	82,497
16	HR	26.27	27.23	28.30	29.37	30.41	31.67	32.82	34.10	35.36	36.72	38.10	39.51
17	YR	56,856	59,090	61,325	63,496	66,127	68,528	71,201	73,832	76,671	79,553	82,497	85,566
17	HR	27.23	28.30	29.37	30.41	31.67	32.82	34.10	35.36	36.72	38.10	39.51	40.98
18	YR	59,090	61,325	63,496	66,127	68,528	71,201	73,832	76,671	79,553	82,497	85,566	88,844
18	HR	28.30	29.37	30.41	31.67	32.82	34.10	35.36	36.72	38.10	39.51	40.98	42.55
19	YR	61,325	63,496	66,127	68,528	71,201	73,832	76,671	79,553	82,497	85,566	88,844	91,893
19	HR	29.37	30.41	31.67	32.82	34.10	35.36	36.72	38.10	39.51	40.98	42.55	44.01
20	YR	63,496	66,127	68,528	71,201	73,832	76,671	79,553	82,497	85,566	88,844	91,893	95,255
20	HR	30.41	31.67	32.82	34.10	35.36	36.72	38.10	39.51	40.98	42.55	44.01	45.62
21	YR	66,127	68,528	71,201	73,832	76,671	79,553	82,497	85,566	88,844	91,893	95,255	98,658
21	HR	31.67	32.82	34.10	35.36	36.72	38.10	39.51	40.98	42.55	44.01	45.62	47.25
22	YR	68,528	71,201	73,832	76,671	79,553	82,497	85,566	88,844	91,893	95,255	98,658	102,333
22	HR	32.82	34.10	35.36	36.72	38.10	39.51	40.98	42.55	44.01	45.62	47.25	49.01
23	YR	71,201	73,832	76,671	79,553	82,497	85,566	88,844	91,893	95,255	98,658	102,333	105,945
23	HR	34.10	35.36	36.72	38.10	39.51	40.98	42.55	44.01	45.62	47.25	49.01	50.74
24	YR	73,832	76,671	79,553	82,497	85,566	88,844	91,893	95,255	98,658	102,333	105,945	109,766
24	HR	35.36	36.72	38.10	39.51	40.98	42.55	44.01	45.62	47.25	49.01	50.74	52.57

**Compensation Grid 16E, Ranges 01 – 29, Effective 07/01/19 – 06/30/20**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L
Step		01	02	03	04	05	06	07	08	09	10	11	12
Range													
25	YR	76,671	79,553	82,497	85,566	88,844	91,893	95,255	98,658	102,333	105,945	109,766	113,754
25	HR	36.72	38.10	39.51	40.98	42.55	44.01	45.62	47.25	49.01	50.74	52.57	54.48
26	YR	79,553	82,497	85,566	88,844	91,893	95,255	98,658	102,333	105,945	109,766	113,754	117,847
26	HR	38.10	39.51	40.98	42.55	44.01	45.62	47.25	49.01	50.74	52.57	54.48	56.44
27	YR	82,497	85,566	88,844	91,893	95,255	98,658	102,333	105,945	109,766	113,754	117,847	122,190
27	HR	39.51	40.98	42.55	44.01	45.62	47.25	49.01	50.74	52.57	54.48	56.44	58.52
28	YR	85,566	88,844	91,893	95,255	98,658	102,333	105,945	109,766	113,754	117,847	122,190	126,533
28	HR	40.98	42.55	44.01	45.62	47.25	49.01	50.74	52.57	54.48	56.44	58.52	60.60
29	YR	88,844	91,893	95,255	98,658	102,333	105,945	109,766	113,754	117,847	122,190	126,533	
29	HR	42.55	44.01	45.62	47.25	49.01	50.74	52.57	54.48	56.44	58.52	60.60	

YR – Yearly Rate

HR – Hourly Rate

**Unit 216 Middle Management Association**

**Compensation Grid 16G**

**Ranges 15 – 28**

**Effective 07/01/2019 – 6/30/2020**

**Compensation Grid 16G, Ranges 15 – 28, Effective 07/01/19 – 06/30/20**

**This grid applies to Information Technology Classes only.**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
Range																	
15	YR	54,601	56,647	58,777	60,970	63,266	65,647	68,111	70,637	73,310	76,066	78,906					
15	HR	26.15	27.13	28.15	29.20	30.30	31.44	32.62	33.83	35.11	36.43	37.79					
16	YR	56,647	58,777	60,970	63,266	65,647	68,111	70,637	73,310	76,066	78,906	81,912	84,961	88,176			
16	HR	27.13	28.15	29.20	30.30	31.44	32.62	33.83	35.11	36.43	37.79	39.23	40.69	42.23			
17	YR	58,777	60,970	63,266	65,647	68,111	70,637	73,310	76,066	78,906	81,912	84,961	88,176	91,392			
17	HR	28.15	29.20	30.30	31.44	32.62	33.83	35.11	36.43	37.79	39.23	40.69	42.23	43.77			
18	YR	60,970	63,266	65,647	68,111	70,637	73,310	76,066	78,906	81,912	84,961	88,176	91,392	94,628			
18	HR	29.20	30.30	31.44	32.62	33.83	35.11	36.43	37.79	39.23	40.69	42.23	43.77	45.32			
19	YR	63,266	65,647	68,111	70,637	73,310	76,066	78,906	81,912	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161
19	HR	30.30	31.44	32.62	33.83	35.11	36.43	37.79	39.23	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28
20	YR	65,647	68,111	70,637	73,310	76,066	78,906	81,912	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065
20	HR	31.44	32.62	33.83	35.11	36.43	37.79	39.23	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15
21	YR	68,111	70,637	73,310	76,066	78,906	81,912	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065	117,701
21	HR	32.62	33.83	35.11	36.43	37.79	39.23	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15	56.37
22	YR	70,637	73,310	76,066	78,906	81,912	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065	117,701	121,375
22	HR	33.83	35.11	36.43	37.79	39.23	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15	56.37	58.13
23	YR	73,310	76,066	78,906	81,912	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065	117,701	121,375	125,823
23	HR	35.11	36.43	37.79	39.23	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15	56.37	58.13	60.26
24	YR	76,066	78,906	81,912	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065	117,701	121,375	125,823	130,354
24	HR	36.43	37.79	39.23	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15	56.37	58.13	60.26	62.43

**Compensation Grid 16G, Ranges 15 – 28, Effective 07/01/19 – 06/30/20**  
**This grid applies to Information Technology Classes only.**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
Range																	
25	YR	78,906	81,912	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065	117,701	121,375	125,823	130,354	134,989
25	HR	37.79	39.23	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15	56.37	58.13	60.26	62.43	64.65
26	YR	81,912	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065	117,701	121,375	125,823	130,354	134,989	139,896
26	HR	39.23	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15	56.37	58.13	60.26	62.43	64.65	67.00
27	YR	84,961	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065	117,701	121,375	125,823	130,354	134,989	139,896	145,012
27	HR	40.69	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15	56.37	58.13	60.26	62.43	64.65	67.00	69.45
28	YR	88,176	91,392	94,628	98,094	101,456	105,235	109,161	113,065	117,701	121,375	125,823	130,354	134,989	139,896	145,012	150,273
28	HR	42.23	43.77	45.32	46.98	48.59	50.40	52.28	54.15	56.37	58.13	60.26	62.43	64.65	67.00	69.45	71.97

YR – Yearly Rate

HR – Hourly Rate

## APPENDIX F-2

### Unit 216 Middle Management Association Classes and Salaries as of July 1, 2020

#### Unit 216 Middle Management Association Classes and Salaries as of July 1, 2020

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000003	Accounting Director	16E	216	20K	1	31.17	45.11	65,083	94,190
002094	Accounting Supervisor	16E	216	10K	1	21.79	31.17	45,498	65,083
002095	Accounting Supervisor Inter	16E	216	12K	1	23.17	33.64	48,379	70,240
001500	Accounting Supervisor Princ	16E	216	17K	1	27.91	40.50	58,276	84,564
002143	Accounting Supervisor Senior	16E	216	15K	1	25.98	37.64	54,246	78,592
002096	Accounting Technician Supv	16E	216	08K	2	20.46	29.01	42,720	60,573
002185	Admin Planning Dir St	16E	216	23K	1	34.95	50.24	72,976	104,901
002372	Admin Secretary Supv	16E	216	07J	2	19.84	26.28	41,426	54,873
000987	Admin Systems Supv	16G	216	25P	1	38.73	66.27	80,868	138,372
002869	Agric Program Supervisor	16E	216	23K	1	34.95	50.24	72,976	104,901
002870	Agric Unit Supervisor	16E	216	20K	1	31.17	45.11	65,083	94,190
002752	Airfield Fire Fighter Asst Chf	16E	216	17D	2	27.91	31.17	58,276	65,083
000024	Appraisal Supervisor	16E	216	24K	1	36.24	52.01	75,669	108,597
002389	Architectural Supervisor	16E	216	26K	1	39.05	55.84	81,536	116,594
000610	Arts School Residence Director	16E	216	15K	1	25.98	37.64	54,246	78,592
003921	Asst Special Agent in Charge	16E	216	23K	1	34.95	50.24	72,976	104,901
000097	Attorney 3	16E	216	25K	1	37.64	53.88	78,592	112,501
000101	Audit Director	16E	216	22K	1	33.64	48.43	70,240	101,122
002277	Auditor Principal Supervisor	16E	216	20K	1	31.17	45.11	65,083	94,190
002278	Auditor Senior Supervisor	16E	216	15K	1	25.98	37.64	54,246	78,592
001904	Aviation Representative Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
000637	Bacteriologist Supervisor 1	16E	216	17K	1	27.91	40.50	58,276	84,564

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000155	Bacteriologist Supervisor 2	16E	216	20K	1	31.17	45.11	65,083	94,190
002186	Behavior Analyst 3 Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
003343	Braille Supervisor	16E	216	19K	1	30.10	43.61	62,849	91,058
000131	Building Maintenance Foreman	16E	216	22D	2	33.64	37.64	70,240	78,592
000132	Building Maintenance Supv	16E	216	17J	1	27.91	39.05	58,276	81,536
003430	Building Manager	16E	216	18K	1	29.01	42.00	60,573	87,696
000134	Building Svcs Foreman	16E	216	07K	2	19.84	27.08	41,426	56,543
000861	Building Svcs Manager	16E	216	12K	1	23.17	33.64	48,379	70,240
000860	Building Svcs Supervisor	16E	216	05K	2	18.76	25.27	39,171	52,764
000138	Business Manager 1	16E	216	15K	1	25.98	37.64	54,246	78,592
000899	Buyer Supervisor	16E	216	16K	1	26.93	39.05	56,230	81,536
003457	Campus Security Supervisor	16E	216	11K	2	22.46	32.46	46,896	67,776
003187	Capitol Complex Security Supv	16E	216	11K	2	22.46	32.46	46,896	67,776
003432	Capitol Complex Trade Shp Supv	16E	216	16K	1	26.93	39.05	56,230	81,536
000147	Carpenter Supervisor	16E	216	17D	2	27.91	31.17	58,276	65,083
002968	Central Mail Supervisor	16E	216	14K	1	24.96	36.24	52,116	75,669
000640	Chemist Supervisor 1	16E	216	17K	1	27.91	40.50	58,276	84,564
000407	Chemistry Laboratory Director	16E	216	24K	1	36.24	52.01	75,669	108,597
000157	Chief Cook	16E	216	09K	1	21.00	30.10	43,848	62,849
003487	Chief Dep State Fire Marshal	16E	216	22K	1	33.64	48.43	70,240	101,122
003079	Child Health Program Supv	16E	216	21L	1	32.46	48.43	67,776	101,122
002914	Childrens Services Prog Supv	16E	216	22K	1	33.64	48.43	70,240	101,122
002102	Clerk Supervisor	16E	216	07J	2	19.84	26.28	41,426	54,873
002104	Clerk Typist 4 Supervisor	16E	216	07J	2	19.84	26.28	41,426	54,873
001604	College Bkstore Supv	16E	216	10K	1	21.79	31.17	45,498	65,083
001545	College Registrar Sr	16E	216	15K	1	25.98	37.64	54,246	78,592
001057	Commerce Analysis Supv	16E	216	19K	1	30.10	43.61	62,849	91,058

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002910	Commercial Vehicle Inspect Sup	16E	216	11K	1	22.46	32.46	46,896	67,776
003105	Community Residential Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
003658	Community Supports Supv Senior	16E	216	23K	1	34.95	50.24	72,976	104,901
001336	Const Codes Licensing Supvsr	16E	216	23K	1	34.95	50.24	72,976	104,901
000966	Contract Officer	16E	216	20K	1	31.17	45.11	65,083	94,190
002436	Cook Supervisor	16E	216	07J	2	19.84	26.28	41,426	54,873
000199	Corr Captain	16E	216	21K	1	32.46	46.76	67,776	97,635
002318	Corr Discipline Unit Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
003840	Corr Electronics Systems Supv	16E	216	15L	1	25.98	39.05	54,246	81,536
003300	Corr Field Serv Dist Supv	16E	216	26K	1	39.05	55.84	81,536	116,594
003099	Corr Food Svcs Supv	16E	216	16K	1	26.93	39.05	56,230	81,536
003051	Corr Ind Admin Supv 2	16E	216	21K	1	32.46	46.76	67,776	97,635
003053	Corr Ind Prod Supv	16E	216	15K	1	25.98	37.64	54,246	78,592
003875	Corr Investigation Ass't Dir 1	16E	216	24K	1	36.24	52.01	75,669	108,597
003894	Corr Investigation Ass't Dir 2	16E	216	25K	1	37.64	53.88	78,592	112,501
001088	Corr Lieutenant	16E	216	18K	1	29.01	42.00	60,573	87,696
003646	Corr Program Director	16E	216	21K	1	32.46	46.76	67,776	97,635
000204	Corr Supervisor	16E	216	17K	1	27.91	40.50	58,276	84,564
000220	Dairy Inspection Supervisor	16E	216	19K	1	30.10	43.61	62,849	91,058
002189	Dietitian 1 Supervisor	16E	216	15K	1	25.98	37.64	54,246	78,592
000235	Dietitian 2	16E	216	18K	1	29.01	42.00	60,573	87,696
003614	Dining Services Supervisor	16E	216	08J	2	20.46	27.91	42,720	58,276
002348	Dir Chem Dep Spec Commun Prog	16E	216	21K	1	32.46	46.76	67,776	97,635
003379	Dir Safety & Health	16E	216	21K	1	32.46	46.76	67,776	97,635
002508	Disability Prog Operations Sup	16E	216	21K	1	32.46	46.76	67,776	97,635
001386	Disability Quality Assur Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
000947	Disability Supervisor	16E	216	19K	1	30.10	43.61	62,849	91,058

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003924	Dispute Prev Resolution Supv	16E	216	23K	1	34.95	50.24	72,976	104,901
002381	Driver Improvement Spec Supv	16E	216	12K	1	23.17	33.64	48,379	70,240
000249	Duplicating Shop Supv	16E	216	12K	1	23.17	33.64	48,379	70,240
003716	DVS Administration Supervisor	16E	216	20K	1	31.17	45.11	65,083	94,190
002702	DVS Asst Regional Supervisor	16E	216	12K	1	23.17	33.64	48,379	70,240
002779	DVS Program Supervisor	16E	216	18K	1	29.01	42.00	60,573	87,696
001413	DVS Regional Supervisor	16E	216	15K	1	25.98	37.64	54,246	78,592
003781	DVS Title & Registr Prog Supv	16E	216	19K	1	30.10	43.61	62,849	91,058
001792	Economic Oppty Program Supv 1	16E	216	20K	1	31.17	45.11	65,083	94,190
000716	EDP Operations Supervisor 2	16E	216	12L	2	23.17	34.95	48,379	72,976
000254	EDP Operations Supervisor 3	16G	216	18M	1	29.93	46.45	62,494	96,988
001852	Educ Program Supervisor	16E	216	22K	1	33.64	48.43	70,240	101,122
003286	Educ Supv	16E	216	25K	1	37.64	53.88	78,592	112,501
003416	Educ Supv Due Process	16E	216	25K	1	37.64	53.88	78,592	112,501
003615	Educ Supv Ed Effectiveness	16E	216	25K	1	37.64	53.88	78,592	112,501
003037	Educ Supv Ed Funding	16E	216	25K	1	37.64	53.88	78,592	112,501
003415	Educ Supv Financial Management	16E	216	25K	1	37.64	53.88	78,592	112,501
003811	Educ Supv Spec Ed Intagcy Svcs	16E	216	25K	1	37.64	53.88	78,592	112,501
001958	Electrical Maintenance Supv	16E	216	14L	1	24.96	37.64	52,116	78,592
000267	Electrician Supervisor	16E	216	22D	2	33.64	37.64	70,240	78,592
001959	Electronic Maintenance Supv	16E	216	14L	1	24.96	37.64	52,116	78,592
003641	Emp & Econ Devel Fld Op Re Mgr	16E	216	25K	1	37.64	53.88	78,592	112,501
002599	Emp & Econ Devel Spec Prog Sup	16E	216	19K	1	30.10	43.61	62,849	91,058
002505	Environmental Analyst Supv 1	16E	216	17K	1	27.91	40.50	58,276	84,564
002506	Environmental Analyst Supv 2	16E	216	20K	1	31.17	45.11	65,083	94,190
003383	Environmental Hlth Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
002211	Epidemiologist Supervisor	16E	216	21K	1	32.46	46.76	67,776	97,635

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002949	Epidemiologist Supervisor Sr	16E	216	25K	1	37.64	53.88	78,592	112,501
000295	Exec Housekeeper	16E	216	09K	1	21.00	30.10	43,848	62,849
003552	Facilities Bldg & Maint Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
003237	Facilities Services Supv	16E	216	09L	2	21.00	31.17	43,848	65,083
003623	Facility Grds/Transp Svcs Supv	16E	216	12J	1	23.17	32.46	48,379	67,776
003503	Finance Accounting Supervisor	16E	216	24K	1	36.24	52.01	75,669	108,597
002250	Financial Inst Chief Exam	16E	216	26L	1	39.05	57.85	81,536	120,791
002249	Financial Inst Examnt Prog Dir	16E	216	24K	1	36.24	52.01	75,669	108,597
000304	Food Inspection Supervisor	16E	216	20K	1	31.17	45.11	65,083	94,190
000779	Food Service Supervisor	16E	216	14K	1	24.96	36.24	52,116	75,669
002927	Forensic Science Supv	16E	216	25K	1	37.64	53.88	78,592	112,501
003893	Geologist Supervisor	16E	216	26K	1	39.05	55.84	81,536	116,594
001645	Grants Specialist Supv	16E	216	18K	1	29.01	42.00	60,573	87,696
001035	Grounds & Roads Mntc Supv	16E	216	10K	1	21.79	31.17	45,498	65,083
000330	Group Supervisor	16E	216	19K	1	30.10	43.61	62,849	91,058
000070	Group Supervisor Asst	16E	216	14L	1	24.96	37.64	52,116	78,592
003466	Health Care Claim Admin Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
001608	Health Facility Eval Supv 1	16E	216	21L	1	32.46	48.43	67,776	101,122
002432	Health Facility Eval Supv 2	16E	216	22L	1	33.64	50.24	70,240	104,901
001609	Health Facility Eval Supv 3	16E	216	23L	1	34.95	52.01	72,976	108,597
000834	Health Program Rep Principal	16E	216	21K	1	32.46	46.76	67,776	97,635
002128	Health Program Supervisor	16E	216	15L	1	25.98	39.05	54,246	81,536
003022	Health Resource Supervisor	16E	216	21L	1	32.46	48.43	67,776	101,122
003402	Highway Helper Supv	16E	216	12K	2	23.17	33.64	48,379	70,240
001554	Housing Dev Off Princ	16E	216	19K	1	30.10	43.61	62,849	91,058
001509	Housing Program Supervisor	16E	216	25K	1	37.64	53.88	78,592	112,501
000500	Human Resources Director 1	16E	216	20K	1	31.17	45.11	65,083	94,190

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002367	Human Resources Supervisor 1	16E	216	09K	1	21.00	30.10	43,848	62,849
002368	Human Resources Supervisor 2	16E	216	12K	1	23.17	33.64	48,379	70,240
003726	Human Resources Supervisor 3	16E	216	15K	1	25.98	37.64	54,246	78,592
000499	Human Resources Supervisor 4	16E	216	17K	1	27.91	40.50	58,276	84,564
001945	Human Rights Enforc Offcr Supv	16E	216	19K	1	30.10	43.61	62,849	91,058
003912	Human Services Supervisor 1	16E	216	15K	1	25.98	37.64	54,246	78,592
003913	Human Services Supervisor 2	16E	216	18K	1	29.01	42.00	60,573	87,696
003914	Human Services Supervisor 3	16E	216	21K	1	32.46	46.76	67,776	97,635
003915	Human Services Supervisor 4	16E	216	24K	1	36.24	52.01	75,669	108,597
002847	Human Svcs Licensing Asst Supv	16E	216	19K	1	30.10	43.61	62,849	91,058
002679	Human Svcs Licensing Supv	16E	216	23K	1	34.95	50.24	72,976	104,901
001697	Hydrologist 4	16E	216	23L	1	34.95	52.01	72,976	108,597
002174	Hydrologist Supervisor	16E	216	21K	1	32.46	46.76	67,776	97,635
002463	Income Mntc Prog Admin Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
002462	Income Mntc Prog Supervisor	16E	216	19K	1	30.10	43.61	62,849	91,058
001315	Information Officer 4	16E	216	19K	1	30.10	43.61	62,849	91,058
002110	Information Program Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
001000	Information Syst Manager	16G	216	25P	1	38.73	66.27	80,868	138,372
002137	Information Syst Soft Svc Supv	16G	216	21P	1	33.44	57.78	69,823	120,645
000932	Institution Educational Supv	16E	216	22L	1	33.64	50.24	70,240	104,901
003409	Interpret Naturalist Supv 1	16E	216	12K	1	23.17	33.64	48,379	70,240
001634	Interpret Naturalist Supv 2	16E	216	15K	1	25.98	37.64	54,246	78,592
000928	Inventory Control Supv 1	16E	216	09L	1	21.00	31.17	43,848	65,083
000930	Inventory Control Supv 2	16E	216	11L	1	22.46	33.64	46,896	70,240
002572	Investigation Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
000409	Laboratory Services Supervisor	16E	216	15K	1	25.98	37.64	54,246	78,592
003301	Landscape Architect Princ Supv	16E	216	23K	1	34.95	50.24	72,976	104,901

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003093	Lawful Gambling Lic Supv	16E	216	19K	1	30.10	43.61	62,849	91,058
002170	Lease Supervisor	16E	216	20K	1	31.17	45.11	65,083	94,190
000650	Library/Info Res Serv Prog Dir	16E	216	18K	1	29.01	42.00	60,573	87,696
002113	Library/Info Res Serv Supv Sr	16E	216	15K	1	25.98	37.64	54,246	78,592
003860	Lic Alcohol/Drug Counselor Sup	16E	216	17K	1	27.91	40.50	58,276	84,564
003698	Loan Officer Supervisor	16E	216	22K	1	33.64	48.43	70,240	101,122
002018	Local Govt Audit Director	16E	216	23K	1	34.95	50.24	72,976	104,901
002017	Local Govt Audit Principal	16E	216	19K	1	30.10	43.61	62,849	91,058
003561	Lottery Sales Supervisor Sr	16E	216	21K	1	32.46	46.76	67,776	97,635
002264	Management Analyst Supv 1	16E	216	12K	1	23.17	33.64	48,379	70,240
002115	Management Analyst Supv 2	16E	216	15K	1	25.98	37.64	54,246	78,592
002114	Management Analyst Supv 3	16E	216	19K	1	30.10	43.61	62,849	91,058
002954	Management Info Syst Cons Supv	16G	216	21P	1	33.44	57.78	69,823	120,645
002836	Management Info Syst Supv 1	16G	216	16M	1	27.81	43.29	58,067	90,390
003220	Management Info Syst Supv 2	16G	216	20P	1	32.23	55.50	67,296	115,884
002191	Medical Records Tech Supv 2	16E	216	11J	2	22.46	31.17	46,896	65,083
002450	Mental Health Prog Admin Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
003307	Military Maintenance Supv	16E	216	17D	2	27.91	31.17	58,276	65,083
002442	Military Security Shift Supv	16E	216	11J	2	22.46	31.17	46,896	65,083
003499	Mn Care Enrollment Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
007020	MnSCU Academic Supervisor 1	16E	216	15K	1	25.98	37.64	54,246	78,592
007023	MnSCU Academic Supervisor 2	16E	216	18K	1	29.01	42.00	60,573	87,696
007847	MnSCU Academic Supervisor 3	16E	216	21K	1	32.46	46.76	67,776	97,635
003371	MnSCU Retail Services Supv	16E	216	15K	1	25.98	37.64	54,246	78,592
003762	NR Area Supv Fisheries	16E	216	18K	1	29.01	42.00	60,573	87,696
003597	NR Area Supv T & W	16E	216	18K	1	29.01	42.00	60,573	87,696
003763	NR Area Supv Wildlife	16E	216	18K	1	29.01	42.00	60,573	87,696

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002922	NR Business Manager	16E	216	17K	1	27.91	40.50	58,276	84,564
003764	NR Field Supervisor	16E	216	20K	1	31.17	45.11	65,083	94,190
002982	NR Forestry Admin Supv	16E	216	22K	1	33.64	48.43	70,240	101,122
002979	NR Forestry Asst Supv	16E	216	16K	1	26.93	39.05	56,230	81,536
002980	NR Forestry Program Supv	16E	216	18K	1	29.01	42.00	60,573	87,696
002981	NR Forestry Supv	16E	216	20K	1	31.17	45.11	65,083	94,190
003422	NR Parks Douglas Ldg Supv	16E	216	15K	1	25.98	37.64	54,246	78,592
003766	NR Prog Supv	16E	216	18K	1	29.01	42.00	60,573	87,696
003765	NR Prog Supv Eco Svcs	16E	216	18K	1	29.01	42.00	60,573	87,696
003879	NR Prog Supv Int-Eco Resources	16E	216	20K	1	31.17	45.11	65,083	94,190
003769	NR Prog Supv Sr Eco Svcs	16E	216	22K	1	33.64	48.43	70,240	101,122
003776	NR Prog Supv Sr Fish Hatchery	16E	216	22K	1	33.64	48.43	70,240	101,122
003770	NR Prog Supv Sr Fish Research	16E	216	22K	1	33.64	48.43	70,240	101,122
003772	NR Prog Supv Sr Wild Research	16E	216	22K	1	33.64	48.43	70,240	101,122
003407	NR Supv	16E	216	22K	1	33.64	48.43	70,240	101,122
003403	NR Supv 1 Parks & Trails	16E	216	14K	1	24.96	36.24	52,116	75,669
003404	NR Supv 2 Parks & Trails	16E	216	16K	1	26.93	39.05	56,230	81,536
003405	NR Supv 3 Parks & Trails	16E	216	18K	1	29.01	42.00	60,573	87,696
003406	NR Supv 4 Parks & Trails	16E	216	20K	1	31.17	45.11	65,083	94,190
003773	NR Supv Eco Svcs	16E	216	16K	1	26.93	39.05	56,230	81,536
003774	NR Supv Fish Hatchery	16E	216	16K	1	26.93	39.05	56,230	81,536
002192	Office Services Supervisor 1	16E	216	09J	2	21.00	29.01	43,848	60,573
002118	Office Services Supervisor 2	16E	216	11K	1	22.46	32.46	46,896	67,776
000294	Office Services Supervisor 3	16E	216	12L	1	23.17	34.95	48,379	72,976
000491	Painter Supervisor	16E	216	17D	2	27.91	31.17	58,276	65,083
000776	Physical Plant Director	16E	216	20K	1	31.17	45.11	65,083	94,190
003464	Physical Plant Supervisor	16E	216	17K	1	27.91	40.50	58,276	84,564

**Unit 216 Middle Management Association  
Classes and Salaries as of July 1, 2020**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
000522	Planning Dir Transportation	16E	216	23K	1	34.95	50.24	72,976	104,901
000968	Planning Grants Administrator	16E	216	21K	1	32.46	46.76	67,776	97,635
003005	Planning Program Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
002184	Planning Supv State	16E	216	18K	1	29.01	42.00	60,573	87,696
000519	Planning Supv Transportation	16E	216	18K	1	29.01	42.00	60,573	87,696
003431	Plant Mntc Engineer Chief	16E	216	13K	1	24.05	34.95	50,216	72,976
001549	Plant Protection Prog Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
003821	Plumber Fitter Supv	16E	216	20D	2	31.17	34.95	65,083	72,976
000964	Plumber Supervisor	16E	216	20D	2	31.17	34.95	65,083	72,976
001350	Pollution Cont Spec Prin	16E	216	22L	1	33.64	50.24	70,240	104,901
000552	Produce Inspection Supervisor	16E	216	14K	1	24.96	36.24	52,116	75,669
008754	Proj Supervisor	16E	216	21K	1	32.46	46.76	67,776	97,635
002138	Psychological Services Dir	16E	216	25K	1	37.64	53.88	78,592	112,501
002130	Psychologist Supervisor	16E	216	21K	1	32.46	46.76	67,776	97,635
001527	Pub Util Rates Evaluation Supv	16E	216	25K	1	37.64	53.88	78,592	112,501
002131	Public Health Sanitarian Supv	16E	216	18K	1	29.01	42.00	60,573	87,696
000041	Pwr Plt Asst Chief Engineer	16E	216	18D	2	29.01	32.46	60,573	67,776
001075	Pwr Plt Chief Engineer	16E	216	18H	1	29.01	37.64	60,573	78,592
003393	Quality Services Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
000777	Radio Communications Supervsr	16E	216	13K	1	24.05	34.95	50,216	72,976
000588	Radio Maintenance Supervisor	16E	216	16L	1	26.93	40.50	56,230	84,564
003344	Radio Talking Book Supv	16E	216	19K	1	30.10	43.61	62,849	91,058
003537	Real Estate Program Supervisor	16E	216	23K	1	34.95	50.24	72,976	104,901
000618	Real Estate Specialist Supv	16E	216	20K	1	31.17	45.11	65,083	94,190
002858	Realty Supervisor	16E	216	20K	1	31.17	45.11	65,083	94,190
002194	Recreation Therapist Coord	16E	216	12K	1	23.17	33.64	48,379	70,240
002359	Recreation Therapy Prog Supv	16E	216	17K	1	27.91	40.50	58,276	84,564

**Unit 216 Middle Management Association  
Classes and Salaries as of July 1, 2020**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
002172	Registered Nurse Admin-Supv	16E	216	25L	1	37.64	55.84	78,592	116,594
002154	Registered Nurse Supervisor	16E	216	22L	1	33.64	50.24	70,240	104,901
000600	Rehabilitation Couns Supv 2	16E	216	17K	1	27.91	40.50	58,276	84,564
002533	Rehabilitation Couns Supv 3	16E	216	20K	1	31.17	45.11	65,083	94,190
003540	Rehabilitation Couns Supv 4	16E	216	21K	1	32.46	46.76	67,776	97,635
000873	Rehabilitation Regional Supv	16E	216	19K	1	30.10	43.61	62,849	91,058
000603	Rehabilitation Therapies Dir	16E	216	23K	1	34.95	50.24	72,976	104,901
000856	Rehabilitation Therapist Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
002254	Research Analyst Supervisor Sr	16E	216	19K	1	30.10	43.61	62,849	91,058
002329	Research Scientist Supv 2	16E	216	23K	1	34.95	50.24	72,976	104,901
003241	Retail Operations Supervisor	16E	216	14K	1	24.96	36.24	52,116	75,669
000907	Retirement Services Director	16E	216	21K	1	32.46	46.76	67,776	97,635
001425	Retirement Services Supervisor	16E	216	18K	1	29.01	42.00	60,573	87,696
000025	Revenue Property Tax Prog Supv	16E	216	23K	1	34.95	50.24	72,976	104,901
003706	Revenue Research Asst Div Dir	16E	216	23K	1	34.95	50.24	72,976	104,901
002772	Revenue Tax Supervisor 2	16E	216	17L	1	27.91	42.00	58,276	87,696
002773	Revenue Tax Supervisor 3	16E	216	20L	1	31.17	46.76	65,083	97,635
002774	Revenue Tax Supervisor 4	16E	216	22L	1	33.64	50.24	70,240	104,901
003521	Safety Administrator Supv	16E	216	20K	1	31.17	45.11	65,083	94,190
001774	Security Shift Supervisor	16E	216	03J	2	17.87	23.11	37,313	48,254
001046	Security Supervisor	16E	216	11K	1	22.46	32.46	46,896	67,776
000676	Social Svcs Supervisor	16E	216	19K	1	30.10	43.61	62,849	91,058
002196	Social Work Spec Supv	16E	216	15K	1	25.98	37.64	54,246	78,592
000810	Special Agent In Charge	16E	216	26K	1	39.05	55.84	81,536	116,594
001655	State Fire Safety Supervisor	16E	216	19K	1	30.10	43.61	62,849	91,058
003609	State Prog Admin Director	16E	216	21K	1	32.46	46.76	67,776	97,635
003690	State Prog Admin Supervisor	16E	216	12K	1	23.17	33.64	48,379	70,240

**Unit 216 Middle Management Association  
Classes and Salaries as of July 1, 2020**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
003689	State Prog Admin Supervisor Sr	16E	216	15K	1	25.98	37.64	54,246	78,592
003712	State Prog Admin Supv Prin	16E	216	18K	1	29.01	42.00	60,573	87,696
002132	Systems Analysis Unit Supv	16G	216	21P	1	33.44	57.78	69,823	120,645
001089	Systems Supervisor	16G	216	23P	1	35.99	61.77	75,147	128,976
002776	Tourism Travel Info Center Sup	16E	216	10K	1	21.79	31.17	45,498	65,083
001734	Traffic Maintenance Supt	16E	216	18L	1	29.01	43.61	60,573	91,058
002406	Training & Development Supv 1	16E	216	15K	1	25.98	37.64	54,246	78,592
001977	Training & Development Supv 2	16E	216	18K	1	29.01	42.00	60,573	87,696
003497	Transp Cultural Resource Supv	16E	216	24K	1	36.24	52.01	75,669	108,597
003276	Transp Materials Supv	16E	216	14K	1	24.96	36.24	52,116	75,669
003816	Transp Operations Supv 1	16E	216	13L	1	24.05	36.24	50,216	75,669
003817	Transp Operations Supv 2	16E	216	16L	1	26.93	40.50	56,230	84,564
003818	Transp Operations Supv 3	16E	216	18L	1	29.01	43.61	60,573	91,058
003819	Transp Operations Supv 4	16E	216	20L	1	31.17	46.76	65,083	97,635
003699	Transp Prog Supervisor	16E	216	21K	1	32.46	46.76	67,776	97,635
003648	Transp Prog Supervisor Sr	16E	216	23K	1	34.95	50.24	72,976	104,901
001708	Unemployment Ins Dist Aud Supv	16E	216	17K	1	27.91	40.50	58,276	84,564
000742	Unemployment Ins Supervisor 2	16E	216	15K	1	25.98	37.64	54,246	78,592
000743	Unemployment Ins Supervisor 3	16E	216	17K	1	27.91	40.50	58,276	84,564
002061	University Print Shop Supv 1	16E	216	12K	1	23.17	33.64	48,379	70,240
003036	University Print Shop Supv 2	16E	216	15K	1	25.98	37.64	54,246	78,592
000747	Veterans Asst Supervisor	16E	216	17K	1	27.91	40.50	58,276	84,564
000752	Veterinarian Senior	16E	216	24K	1	36.24	52.01	75,669	108,597
003549	Weights & Measures Asst Direct	16E	216	23K	1	34.95	50.24	72,976	104,901
000790	Wkfrce Dev Fld Opns Area Mgr 2	16E	216	17K	1	27.91	40.50	58,276	84,564
002531	Wkfrce Dev Fld Opns Area Mgr 4	16E	216	21K	1	32.46	46.76	67,776	97,635
003294	Workers Comp Claims Mgt Supv 1	16E	216	18K	1	29.01	42.00	60,573	87,696

**Unit 216 Middle Management Association**

**Classes and Salaries as of July 1, 2020**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>PROGRESS CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
003295	Workers Comp Claims Mgt Supv 2	16E	216	23K	1	34.95	50.24	72,976	104,901
003514	Workers Comp Program Supv	16E	216	21K	1	32.46	46.76	67,776	97,635
003619	Zoo Guest Services Supervisor	16E	216	16K	1	26.93	39.05	56,230	81,536
003803	Zoo Supervisor	16E	216	17K	1	27.91	40.50	58,276	84,564

**Unit 216 Middle Management Association**

**Compensation Grid 16E**

**Ranges 01 – 29**

**Effective 7/1/2020 – 6/30/2021**

**Compensation Grid 16E, Ranges 01 – 29, Effective 07/01/20 – 06/30/21**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L
Step		01	02	03	04	05	06	07	08	09	10	11	12
Range													
01	YR	35,559	36,415	37,313	38,398	39,171	40,236	41,426	42,720	43,848	45,498	46,855	
01	HR	17.03	17.44	17.87	18.39	18.76	19.27	19.84	20.46	21.00	21.79	22.44	
02	YR	36,415	37,313	38,398	39,171	40,236	41,426	42,720	43,848	45,498	46,855	48,254	
02	HR	17.44	17.87	18.39	18.76	19.27	19.84	20.46	21.00	21.79	22.44	23.11	
03	YR	37,313	38,398	39,171	40,236	41,426	42,720	43,848	45,498	46,855	48,254	49,987	
03	HR	17.87	18.39	18.76	19.27	19.84	20.46	21.00	21.79	22.44	23.11	23.94	
04	YR	38,398	39,171	40,236	41,426	42,720	43,848	45,498	46,855	48,254	49,987	51,678	
04	HR	18.39	18.76	19.27	19.84	20.46	21.00	21.79	22.44	23.11	23.94	24.75	
05	YR	39,171	40,236	41,426	42,720	43,848	45,498	46,855	48,254	49,987	51,678	52,764	
05	HR	18.76	19.27	19.84	20.46	21.00	21.79	22.44	23.11	23.94	24.75	25.27	
06	YR	40,236	41,426	42,720	43,848	45,498	46,855	48,254	49,987	51,678	52,764	54,873	56,543
06	HR	19.27	19.84	20.46	21.00	21.79	22.44	23.11	23.94	24.75	25.27	26.28	27.08
07	YR	41,426	42,720	43,848	45,498	46,855	48,254	49,987	51,678	52,764	54,873	56,543	
07	HR	19.84	20.46	21.00	21.79	22.44	23.11	23.94	24.75	25.27	26.28	27.08	
08	YR	42,720	43,848	45,498	46,896	48,379	50,216	52,116	54,246	56,230	58,276	60,573	62,849
08	HR	20.46	21.00	21.79	22.46	23.17	24.05	24.96	25.98	26.93	27.91	29.01	30.10
09	YR	43,848	45,498	46,896	48,379	50,216	52,116	54,246	56,230	58,276	60,573	62,849	65,083
09	HR	21.00	21.79	22.46	23.17	24.05	24.96	25.98	26.93	27.91	29.01	30.10	31.17

**Compensation Grid 16E, Ranges 01 – 29, Effective 07/01/20 – 06/30/21**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L
Step		01	02	03	04	05	06	07	08	09	10	11	12
Range													
10	YR	45,498	46,896	48,379	50,216	52,116	54,246	56,230	58,276	60,573	62,849	65,083	67,776
10	HR	21.79	22.46	23.17	24.05	24.96	25.98	26.93	27.91	29.01	30.10	31.17	32.46
11	YR	46,896	48,379	50,216	52,116	54,246	56,230	58,276	60,573	62,849	65,083	67,776	70,240
11	HR	22.46	23.17	24.05	24.96	25.98	26.93	27.91	29.01	30.10	31.17	32.46	33.64
12	YR	48,379	50,216	52,116	54,246	56,230	58,276	60,573	62,849	65,083	67,776	70,240	72,976
12	HR	23.17	24.05	24.96	25.98	26.93	27.91	29.01	30.10	31.17	32.46	33.64	34.95
13	YR	50,216	52,116	54,246	56,230	58,276	60,573	62,849	65,083	67,776	70,240	72,976	75,669
13	HR	24.05	24.96	25.98	26.93	27.91	29.01	30.10	31.17	32.46	33.64	34.95	36.24
14	YR	52,116	54,246	56,230	58,276	60,573	62,849	65,083	67,776	70,240	72,976	75,669	78,592
14	HR	24.96	25.98	26.93	27.91	29.01	30.10	31.17	32.46	33.64	34.95	36.24	37.64
15	YR	54,246	56,230	58,276	60,573	62,849	65,083	67,776	70,240	72,976	75,669	78,592	81,536
15	HR	25.98	26.93	27.91	29.01	30.10	31.17	32.46	33.64	34.95	36.24	37.64	39.05
16	YR	56,230	58,276	60,573	62,849	65,083	67,776	70,240	72,976	75,669	78,592	81,536	84,564
16	HR	26.93	27.91	29.01	30.10	31.17	32.46	33.64	34.95	36.24	37.64	39.05	40.50
17	YR	58,276	60,573	62,849	65,083	67,776	70,240	72,976	75,669	78,592	81,536	84,564	87,696
17	HR	27.91	29.01	30.10	31.17	32.46	33.64	34.95	36.24	37.64	39.05	40.50	42.00
18	YR	60,573	62,849	65,083	67,776	70,240	72,976	75,669	78,592	81,536	84,564	87,696	91,058
18	HR	29.01	30.10	31.17	32.46	33.64	34.95	36.24	37.64	39.05	40.50	42.00	43.61
19	YR	62,849	65,083	67,776	70,240	72,976	75,669	78,592	81,536	84,564	87,696	91,058	94,190
19	HR	30.10	31.17	32.46	33.64	34.95	36.24	37.64	39.05	40.50	42.00	43.61	45.11
20	YR	65,083	67,776	70,240	72,976	75,669	78,592	81,536	84,564	87,696	91,058	94,190	97,635
20	HR	31.17	32.46	33.64	34.95	36.24	37.64	39.05	40.50	42.00	43.61	45.11	46.76
21	YR	67,776	70,240	72,976	75,669	78,592	81,536	84,564	87,696	91,058	94,190	97,635	101,122
21	HR	32.46	33.64	34.95	36.24	37.64	39.05	40.50	42.00	43.61	45.11	46.76	48.43

**Compensation Grid 16E, Ranges 01 – 29, Effective 07/01/20 – 06/30/21**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L
Step		01	02	03	04	05	06	07	08	09	10	11	12
Range													
22	YR	70,240	72,976	75,669	78,592	81,536	84,564	87,696	91,058	94,190	97,635	101,122	104,901
22	HR	33.64	34.95	36.24	37.64	39.05	40.50	42.00	43.61	45.11	46.76	48.43	50.24
23	YR	72,976	75,669	78,592	81,536	84,564	87,696	91,058	94,190	97,635	101,122	104,901	108,597
23	HR	34.95	36.24	37.64	39.05	40.50	42.00	43.61	45.11	46.76	48.43	50.24	52.01
24	YR	75,669	78,592	81,536	84,564	87,696	91,058	94,190	97,635	101,122	104,901	108,597	112,501
24	HR	36.24	37.64	39.05	40.50	42.00	43.61	45.11	46.76	48.43	50.24	52.01	53.88
25	YR	78,592	81,536	84,564	87,696	91,058	94,190	97,635	101,122	104,901	108,597	112,501	116,594
25	HR	37.64	39.05	40.50	42.00	43.61	45.11	46.76	48.43	50.24	52.01	53.88	55.84
26	YR	81,536	84,564	87,696	91,058	94,190	97,635	101,122	104,901	108,597	112,501	116,594	120,791
26	HR	39.05	40.50	42.00	43.61	45.11	46.76	48.43	50.24	52.01	53.88	55.84	57.85
27	YR	84,564	87,696	91,058	94,190	97,635	101,122	104,901	108,597	112,501	116,594	120,791	125,238
27	HR	40.50	42.00	43.61	45.11	46.76	48.43	50.24	52.01	53.88	55.84	57.85	59.98
28	YR	87,696	91,058	94,190	97,635	101,122	104,901	108,597	112,501	116,594	120,791	125,238	129,707
28	HR	42.00	43.61	45.11	46.76	48.43	50.24	52.01	53.88	55.84	57.85	59.98	62.12
29	YR	91,058	94,190	97,635	101,122	104,901	108,597	112,501	116,594	120,791	125,238	129,707	
29	HR	43.61	45.11	46.76	48.43	50.24	52.01	53.88	55.84	57.85	59.98	62.12	

YR – Yearly Rate

HR – Hourly Rate

**Unit 216 Middle Management Association**

**Compensation Grid 16G**

**Ranges 15 – 28**

**Effective 7/1/2020 – 6/30/2021**

**Compensation Grid 16G, Ranges 15 – 28, Effective 07/01/20 – 06/30/21**

**This grid applies to Information Technology Classes only.**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
Range																	
15	YR	55,958	58,067	60,239	62,494	64,853	67,296	69,823	72,412	75,147	77,966	80,868					
15	HR	26.80	27.81	28.85	29.93	31.06	32.23	33.44	34.68	35.99	37.34	38.73					
16	YR	58,067	60,239	62,494	64,853	67,296	69,823	72,412	75,147	77,966	80,868	83,958	87,090	90,390			
16	HR	27.81	28.85	29.93	31.06	32.23	33.44	34.68	35.99	37.34	38.73	40.21	41.71	43.29			
17	YR	60,239	62,494	64,853	67,296	69,823	72,412	75,147	77,966	80,868	83,958	87,090	90,390	93,668			
17	HR	28.85	29.93	31.06	32.23	33.44	34.68	35.99	37.34	38.73	40.21	41.71	43.29	44.86			
18	YR	62,494	64,853	67,296	69,823	72,412	75,147	77,966	80,868	83,958	87,090	90,390	93,668	96,988			
18	HR	29.93	31.06	32.23	33.44	34.68	35.99	37.34	38.73	40.21	41.71	43.29	44.86	46.45			
19	YR	64,853	67,296	69,823	72,412	75,147	77,966	80,868	83,958	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896
19	HR	31.06	32.23	33.44	34.68	35.99	37.34	38.73	40.21	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59
20	YR	67,296	69,823	72,412	75,147	77,966	80,868	83,958	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884
20	HR	32.23	33.44	34.68	35.99	37.34	38.73	40.21	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50
21	YR	69,823	72,412	75,147	77,966	80,868	83,958	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884	120,645
21	HR	33.44	34.68	35.99	37.34	38.73	40.21	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50	57.78
22	YR	72,412	75,147	77,966	80,868	83,958	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884	120,645	124,403
22	HR	34.68	35.99	37.34	38.73	40.21	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50	57.78	59.58
23	YR	75,147	77,966	80,868	83,958	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884	120,645	124,403	128,976
23	HR	35.99	37.34	38.73	40.21	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50	57.78	59.58	61.77
24	YR	77,966	80,868	83,958	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884	120,645	124,403	128,976	133,611
24	HR	37.34	38.73	40.21	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50	57.78	59.58	61.77	63.99

**Compensation Grid 16G, Ranges 15 – 28, Effective 07/01/20 – 06/30/21**  
**This grid applies to Information Technology Classes only.**

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
Range																	
25	YR	80,868	83,958	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884	120,645	124,403	128,976	133,611	138,372
25	HR	38.73	40.21	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50	57.78	59.58	61.77	63.99	66.27
26	YR	83,958	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884	120,645	124,403	128,976	133,611	138,372	143,404
26	HR	40.21	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50	57.78	59.58	61.77	63.99	66.27	68.68
27	YR	87,090	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884	120,645	124,403	128,976	133,611	138,372	143,404	148,645
27	HR	41.71	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50	57.78	59.58	61.77	63.99	66.27	68.68	71.19
28	YR	90,390	93,668	96,988	100,537	103,982	107,866	111,896	115,884	120,645	124,403	128,976	133,611	138,372	143,404	148,645	154,032
28	HR	43.29	44.86	46.45	48.15	49.80	51.66	53.59	55.50	57.78	59.58	61.77	63.99	66.27	68.68	71.19	73.77

YR – Yearly Rate

HR – Hourly Rate

## **APPENDIX G - DEPARTMENT OF HUMAN SERVICES/DEPARTMENT WIDE**

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### **No Layoff Agreement**

This Agreement is made between the State of Minnesota and the various bargaining unit representatives with respect to the restructuring of the State's health facility system and opportunities which will be provided employees as change occurs.

This agreement will become effective only if the Legislature substantially authorizes the policy and funding necessary to implement the department's restructuring plan.

The parties agree to the following terms in order to ensure that fair and equitable arrangements are carried out to protect the interest of affected State employees under the restructuring. These terms shall be part of the collective bargaining agreements between the parties and shall be implemented through the Master and Supplemental Agreements.

1. As a result of changes in the department's service delivery system, no employee of a State operated treatment center or nursing home except a temporary employee or emergency employee shall suffer a reduction in pay or be involuntarily laid off. Hours of work of full-time unlimited employees will not be involuntarily reduced. The hours of work of part-time employees shall not be involuntarily reduced below their current level of employer paid insurance contributions. Within sixty days of the execution of this Agreement, the parties will meet and negotiate regarding the status of intermittent employees. Following these negotiations, the employment condition of intermittent employees shall be changed, if appropriate. Intermittent employees who are laid off shall retain rights under their normal separation procedures.
2. Reduction in employee numbers will be made through normal attrition and through the provisions detailed in the employee mitigation to layoff section of this agreement.
3. Nothing in the agreement shall be interpreted as entitling an employee to lifetime employment or as protecting an employee against discharge for just cause.
4. Employees of the department who move to State operated community based facilities in accord with the restructuring proposal will be guaranteed collective bargaining rights as applicable under M.S. 179A and other rights under M.S. 43A, M.S. 352, and M.S. 354.
5. Training and retraining of staff who, as a result of restructuring, fill a position in a State operated community based facility, or staff who fill a position within a facility, or between facilities will be the responsibility of the department. The department will make every reasonable effort to coordinate training and retraining with public institutions of post-secondary education.

6. Procedures for notifying employees affected by the restructuring plans will be negotiated into the collective bargaining agreements or Supplemental Agreements.
7. Any dispute concerning the interpretation, application or meaning and relationship to the terms of the respective Master or Supplemental Agreements must be resolved by the grievance/arbitration procedures of the appropriate agreements. The terms of this Memorandum are non-precedential.
8. Every effort will be made to communicate openly and to have common understanding between the State and labor organizations affected by the restructuring plan, including the establishment of joint labor and management committees.
9. The term of this Agreement for each facility extends until the completion of restructuring at that facility.

#### **EMPLOYEE MITIGATION TO LAYOFF SECTION**

For employees whose positions will be eliminated by implementation of the department's restructuring plan, a number of options will be offered. If an employee's position is to be eliminated, the following will be simultaneously presented to the employee:

- 1) job and training opportunities;
- 2) enhanced separation option;
- 3) normal separation including recall rights.

In order to reduce involuntary separations otherwise necessary, the most senior employee within a class shall be offered the choice of one of the available options before less senior employees. At the time an offer is made, the employee may select from the options available. Selection of the enhanced separation or normal separation packages preclude exercising any other option. The employee who selects from job and training opportunities [items 1.1-1.7] shall choose from all available job and training opportunities. Once such a selection has been made, the employee is precluded from exercising another option from items 1.1-1.7 at a later time, unless the employee's position is subsequently eliminated as a result of restructuring. An employee who selected the job and training opportunities shall be guaranteed at least one job and training opportunity.

#### **JOB AND RETRAINING OPPORTUNITIES**

- 1.1 A position of comparable duties and same pay within the same employment condition and within the same Regional Treatment Center.
- 1.2 A position in State operated community based residential or day habilitation services or a position in the technical support group for those services. Such positions would be of comparable duties and same pay and within the same employment condition. Relocation expenses will be paid by the Employer.

- 1.3 A position which the parties agree can best be filled by upgrading existing staff and for which the employer agrees to pay the cost of necessary training or certification.
- 1.4 Up to 160 hours training necessary to qualify for a comparable job (i.e., no reduction in pay) and the subsequent offer of that job within the same or another Regional Treatment Center or State nursing home. Relocation expenses will be paid by the Employer.
- 1.5 A position of comparable duties and same pay, within the same employment condition, at another State agency within a reasonable commuting distance.
- 1.6 A position of comparable duties and same pay, within the same employment condition at another State agency or Regional Treatment Center. Relocation expenses will be paid by the Employer.
- 1.7 A position at any State agency pursuant to the activation of M.S. 246.60 by the Commissioner of Minnesota Management & Budget and Administration. Relocation expenses will be paid by the employer.

An employee who refuses a job and training opportunity not requiring relocation waives their right to enhanced separation. An employee who does not accept a job and training opportunity requiring relocation shall be entitled to select the enhanced separation option or normal separation.

#### **ENHANCED SEPARATION PACKAGE**

- A. Retirement, with employer paid insurance benefits as negotiated under Chapter 605 (1988 Session Laws); or,
- B. In addition to benefits provided under collective bargaining agreements, a one time enhanced payment not to exceed \$7500, based on 5% of the employee's base salary or wage, not to exceed \$1250.00, multiplied by the number of years of State service. For employees selecting this option, the department agrees not to contest any unemployment insurance determination; or,
- C. In lieu of the one time enhanced payment, tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the enhanced payment to which the employee would be entitled.

An employee electing the enhanced separation option waives her/her recall rights under collective bargaining agreements.

#### **NORMAL SEPARATION PACKAGE**

- A. Normal separation, with all rights negotiated under collective bargaining agreements.

#### **Memorandum of Understanding - Implementation Procedures**

### **Section 1. Non-Eligible Employees:**

1. The following types of employees are not governed by any of the terms of the Memorandum of Understanding:
  - a. part-time and full-time temporary employees, including student workers and temporary unclassified employees.
  - b. part-time and full-time emergency employees.
  - c. intermittent employees. However, such employees are eligible for the layoff and recall provisions of the parties' Collective Bargaining Agreements except that the vacancy and bumping options shall not be available to the employees. Layoff and recall provisions include:
    1. cash out of any existing accumulated vacation balance.
    2. severance pay pursuant to the parties' Collective Bargaining Agreements.
    3. placement on the layoff lists for the employment condition from which they were laid off (intermittent).

### **Section 2. Procedure.**

1. The Appointing Authority shall determine the position(s) in the classification or class option, if one exists, employment condition and work location within the facility which is to be eliminated by implementation of the Department's restructuring plan.
2. The Appointing Authority shall notify the exclusive representatives of the classification(s) and number of positions to be eliminated within the time frame and manner specified in the applicable Collective Bargaining Agreement.
3. Provisional and emergency employees shall be terminated before the elimination of positions of probationary or permanent employees in the same class and employment condition within the facility.
4. The Appointing Authority shall post the position(s) by class (or class option), employment condition, seniority unit, and work location that are to be eliminated for a minimum of seven (7) calendar days on all employee bulletin boards where employees in the facility in the class are stationed. When the seven (7) calendar day posting requirement would be met on a Saturday, Sunday or holiday, the expiration date of the posting shall be the day following the weekend or holiday.
5. Simultaneously with the above posting, the Appointing Authority shall post the list of available jobs. During the seven (7) day posting period, employees may express a willingness to be at risk. At the end of the seven (7) day period employees for whom a desired option still exists shall be placed at risk and the employees shall indicate their desire

to select either mitigation to layoff options 1, 2, or 3. If the employee picks mitigation to layoff option 1, the employee shall also notify the Personnel Office/Job Center in writing of their specific job and training opportunity option/position. If the employee picks mitigation to layoff option 2, the employee shall also notify the Personnel Office/Job Center in writing of their choice of retirement with Employer contribution to insurance, one-time enhanced payment, or educational payment. Designation of at-risk employees and the awarding of available job and retraining opportunities shall be made in seniority order within the affected classifications.

For employees represented by MAPE and MMA, "seniority" shall be defined as Classification Seniority; for employees represented by MNA, "seniority" shall be defined as Bargaining Unit Seniority; for employees represented by AFSCME, Council No. 5, AFL-CIO, "seniority" shall be defined as State Seniority; and for employees represented by SRSEA "seniority" shall be defined pursuant to Collective Bargaining Agreement between the parties.

It is further understood that classifications which are recognized as part of a junior/senior plan shall be treated as one classification for purposes of this Agreement.

6. At the end of the seven (7) day posting period, if no employee(s) has indicated their desire to be declared "at-risk", the least senior employee(s) (as defined in #5 above) shall be notified in writing by the Appointing Authority that they are declared to be "at-risk." The employee shall provide written receipt of this notice to the Appointing Authority.

The written notice shall state that the employee may select one of the following employee mitigation to layoff options:

- 1) job and retraining opportunities
- 2) enhanced separation package
  - a. retirement, with Employer contribution to insurance
  - b. one-time enhanced severance
  - c. educational payment
- 3) normal separation package

Within fourteen (14) calendar days of the receipt of such notice, the employee must notify the Personnel Office/Job Center in writing of their intent to select mitigation to layoff option 1, 2, or 3 and the specific option/position within the particular option. At the end of the fourteen (14) day period, the employee may not change the specific option/position that they previously selected. If the employee(s) fails to notify the Appointing Authority they shall be considered to have selected option 3 (normal separation package).

The job and retraining opportunities listing all available jobs and retraining options as determined by the Minnesota Management & Budget active requisition list shall be posted

in at least three (3) areas that are accessible to employees on all shifts. A copy shall also be provided to the applicable Local Union/Exclusive Representative. Upon request, the Appointing Authority and the exclusive representative shall meet and confer to develop posting procedures for areas of unique concern within a facility.

Upon the request of the employee, the employee shall receive an approximate calculation of the employer paid contribution to insurance based upon their age eligibility, the one-time enhanced payment/education payment; and/or separation benefits under the applicable Collective Bargaining Agreement.

7. An employee who is away from their work location on assignment or approved vacation in excess of seven (7) calendar days, may submit in writing an advance option selection, if they wish to exercise option 2 or option 3.

If an employee is on an approved leave of absence at the time their position is determined to be "at-risk," the employee shall be notified by certified mail. A copy of such notice shall also be sent to the Union/Local Union/Association office.

An employee on leave at the time their position is declared "at-risk" shall be given the opportunity to select option 1, 2, or 3. If they select option 1, the employee shall be able to choose from available job and retraining options at the time their leave expires. It is understood this does not prevent an employee from terminating their leave and selecting a job and retraining option at the time they are declared "at-risk."

8. The Appointing Authority may, with the agreement of the Union/Local Union/Association office, designate individual employees at risk out of order seniority.
9. If an employee selects the enhanced separation package or the normal separation package, they shall be precluded from selecting a job and training opportunity.
10. An employee selecting the job and retraining opportunities may choose any of the available options.

It is understood that all available job and retraining options may not be available to any given employee depending upon the job and retraining option selected by another employee. Employees may be asked to rank their order of preference of available jobs and retraining options. The employee with the most seniority (as defined in #5 above) shall receive their first preference. Subsequent job and retraining options shall be made on the basis of seniority (as defined in #5 above).

11. Once an employee selects a particular job and retraining opportunity option, the employee is precluded from exercising another job and retraining opportunity option at a later time, unless the employee's position is subsequently eliminated as a result of the Department's restructuring plan (e.g. an employee from Oak Terrace Nursing Home accepts a position at another Regional Treatment Center and the employee's position at the RTC is subsequently eliminated because of the Department's restructuring plan).

12. An employee who refuses a job and retraining opportunity option that is within a reasonable commuting distance shall not be eligible to an enhanced separation package option. For purposes of Oak Terrace Nursing Home, reasonable commuting distance shall be based upon an employee's eligibility for relocation expenses pursuant to the applicable Collective Bargaining Agreement. The employee who refuses such a job and retraining opportunity shall be laid off pursuant to the applicable Collective Bargaining Agreement. For purposes of Oak Terrace Nursing Home, the vacancy and bumping options of the Collective Bargaining Agreements shall not be available to the employee. The parties may negotiate changes to the vacancy and bumping options in the applicable Collective Bargaining Agreement for such employees at other facilities at a later time.
13. Employees in new positions represented by AFSCME, Council No. 5, AFL-CIO which were obtained through the posting procedure or through exercising a job and retraining option pursuant to the Memorandum of Understanding and which require additional certification/licensure of the employee (e.g., nursing assistant training and competency evaluation requirements established by the Omnibus Budget Reconciliation Act of 1987 or med certification) shall not be subsequently placed at risk during the period of restructuring at the facility.

Employees in new positions represented by other bargaining units which were obtained through exercising a job and retraining option pursuant to the Memorandum of Understanding and which require additional certification/licensure shall not subsequently be placed at risk during the period of restructuring at the facility.

### **Section 3. Job and Retraining Opportunities.**

1. The availability of positions shall be based upon the Minnesota Management & Budget "active requisition" list.  
  
Employees who are interested in a vacancy shall have the claim to that position made by their current Personnel Director/Job Center.
2. An employee who selects the job and retraining opportunities option shall be offered at least one job and retraining opportunity.
3. All positions shall first be posted pursuant to the applicable Collective Bargaining Agreement. However, the parties may negotiate at a later time changes in the procedures for filling positions in State operated community based residential or day habilitation services or positions in the technical support group for these services.
4. The covered expenses for employees who receive relocation allowances shall be pursuant to the applicable Collective Bargaining Agreement.
5. For purposes of Oak Terrace Nursing Home, eligibility for relocation allowances for an employee accepting a position under job and retraining opportunities options 1.4, and 1.6,

and 1.7 shall be governed by the applicable Collective Bargaining Agreement. However, the parties agree to discuss possible exceptions to such provisions.

The parties may negotiate changes to the eligibility for relocation expenses in the applicable Collective Bargaining Agreement for employees at other facilities at a later time.

6. An employee who transfers within the same class shall receive no salary adjustment. An employee who transfers between classes shall receive the minimum adjustment necessary to bring their salary within the range of the new class. However, an employee receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.
7. The Department shall supply the exclusive representatives with a list of possible positions for which an employee could qualify with up to 160 hours training. Upon the request of an exclusive representative the Department shall meet with the exclusive representative to discuss the determinations.

Such training shall be on State time and be paid for by the Department.

8. An employee may agree to accept a position in a different employment condition and the employee shall be considered in such employment condition for purposes of the applicable Collective Bargaining Agreement. In this situation, the employee shall be considered to have been offered a job in the same employment condition.
9. If the Commissioners of Minnesota Management & Budget and Administration determine to activate the provisions of M.S. 246.60, the Department of Human Services shall discuss its implementation with the exclusive representatives.
10. If the Department determines that a position can best be filled by upgrading existing staff, the Department shall discuss such with the affected exclusive representative.

If this option is offered to an employee, the employee shall be eligible for relocation expenses pursuant to the applicable Collective Bargaining Agreement.

11. An employee who accepts a position at another State Agency may be required to serve a probationary period pursuant to the applicable Collective Bargaining Agreement. An employee who accepts a position within the Department of Human Services shall not be required to serve a probationary period if they accept a position in a classification in which they had previously and successfully completed a probationary period.
12. An employee who accepts a position in a new class or who has transferred and is required to serve a probationary period shall have a trial period pursuant to the applicable Collective Bargaining Agreement. However, if the employee elects to return to their former position, the employee shall not be allowed to select another option under job and retraining opportunities under the Memorandum of Understanding and the normal separation package shall apply.

For purposes of Oak Terrace Nursing Home, the employee shall not be eligible to exercise any vacancy or bumping layoff options under the normal separation option. The parties may negotiate changes to the vacancy and bumping options in the applicable Collective Bargaining Agreement for such employees at other facilities at a later time.

13. Notwithstanding #11 in the Procedure section, an employee who is non-certified shall be eligible to select from mitigation to layoff options 1, 2, or 3 pursuant to the procedures described in this Agreement. However, if the employee selects job and retraining opportunity and they receive relocation expenses when they previously exercised option 1, they shall no longer be eligible to receive relocation expenses. If the employee selects another job and retraining option and is subsequently non-certified, the normal separation package shall apply. For purposes of Oak Terrace Nursing Home, the employee shall not be eligible to exercise any vacancy or bumping layoff options. The parties may negotiate changes to the vacancy and bumping options in the applicable Collective Bargaining Agreement for employees at other facilities at a later time.
14. Employees who have been declared at-risk shall be allowed to interview for job and retraining opportunities within the State system up to a cumulative total of eight (8) hours with the approval of their supervisor which shall not be unreasonably denied. The Appointing Authority may require confirmation of the occurrence of such interviews. The employee shall not be eligible for expenses.

#### **Section 4. Enhanced Separation Package.**

An employee who selects the enhanced separation package option may select option 2.1, if eligible, option 2.2 or 2.3.

- 2.1 Retirement; with employer paid insurance benefits as negotiated under chapter 605 (1988 session laws).

Employees shall receive the following:

1. Severance Pay
  - a. An employee shall be eligible for such pay if the employee meets the eligibility conditions of Article 16, Section 10.
  - b. Severance pay shall be as specified in Article 16, Section 10 and Section 11.
2. Accumulated Vacation

Vacation shall be paid out in accordance with Article 8, Section 3 and Article 16, Section 11.
3. Employer Contribution to Health and Dental Insurance Premiums

- a. An employee shall be eligible for the Employer contribution to health and dental insurance premiums if the employee meets the following conditions:
  - i. has not yet attained the age of sixty-five (65); and
  - ii. terminates active employment in State service and is eligible and applies for a retirement annuity.
  - iii. has three (3) or more years of continuous service.
- b. An employee shall be eligible to receive the contribution toward the Employer paid health and dental insurance premiums to which they were entitled at the time of retirement subject to any changes in premium or benefit levels made in the parties Collective Bargaining Agreements.
- c. An employee is no longer eligible for the Employer contribution to health and dental insurance premiums with the first occurrence of any of the following:
  - i. at the end of month in which the retired employee attains the age of sixty-five (65); or
  - ii. at the end of the month in which the retired employee chooses not to receive an annuity; or
  - iii. the retired employee is eligible for Employer-paid health insurance from a new employer.

An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

- 2.2 In addition to benefits provided under collective bargaining agreements, a one-time enhanced payment not to exceed \$7500, based on 5% of the employee's base salary or wage, not to exceed \$1250.00, multiplied by the number of years of state service. For employees selecting this option, the Department agrees not to contest any unemployment insurance determination.

Employees shall receive the following:

1. Severance Pay

Severance pay shall be as specified in Article 16, Section 10 and Section 11.

2. Accumulated Vacation

Vacation shall be paid out in accordance with Article 8, Section 3 and Article 16, Section 11.

3. Employer Contribution for Insurance

- a. An employee shall be eligible for such benefits if the employee:
  - i. is in the classified service; and
  - ii. is receiving an Appointing Authority contribution for insurance coverage at the time of their separation; and
  - iii. has three (3) or more years of continuous services.
- b. An eligible employee remains eligible for the Employer contribution Collective Bargaining Agreements for six (6) months from the date of separation.
- c. The Employer contribution for insurance shall be as provided in the parties' Collective Bargaining Agreements.

It is understood that severance pay, accumulated vacation, and Employer contribution for insurance are governed by the terms of the applicable Collective Bargaining Agreements and any subsequent changes in these Agreements regarding these benefits shall be reflected here.

- 4. A one-time enhanced payment not to exceed \$7,500.00, based on 5% of the employee's base salary or wage, not to exceed \$1,250.00, multiplied by the number of years of State service.
  - a. An employee's base salary or wage shall be defined as the annual salary for their classification at the time the employee is declared at-risk.
  - b. The employee's number of years of State service shall be defined as the length of employment with the State of Minnesota since the last date of hire.
- 5. Unemployment Insurance
  - a. The Department of Human Services shall not contest any unemployment insurance determination.

An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

- 2.3 In lieu of the one-time enhanced payment, tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the enhanced payment to which the employee would be entitled.

Employees shall receive the following:

- 1. Severance Pay

Severance pay shall be as specified in Article 16, Section 10 and Section 11.

2. Accumulated Vacation

Vacation shall be paid out in accordance with Article 8, Section 3 and Article 16, Section 11.

3. Employer Contribution for Insurance

- a. An employee shall be eligible for such benefits if the employee:
  - i. is in the classified service; and
  - ii. is receiving an Employer contribution for insurance coverage at the time of their separation; and
  - iii. has three (3) or more years of continuous services.
- b. An eligible employee remains eligible for an Employer contribution for six (6) months from the date of separation.
- c. The Employer contribution for insurance shall be as provided in the parties' Collective Bargaining Agreements.

It is understood that severance pay, accumulated vacation, and Employer contribution for insurance are governed by the terms of the parties' Collective Bargaining Agreements and any subsequent changes regarding these benefits shall be reflected here.

4. Payment for tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the one-time enhanced payment to which the employee would be entitled.

The Department in consultation with the exclusive representatives shall develop policies and procedures to implement the above provision.

An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

**Section 5. Normal Separation Package.**

Employees shall receive the following:

1. Severance Pay

- a. An employee shall be eligible for such pay if the employee meets the eligibility conditions of Article 16, Section 9.
- b. Severance pay shall be as specified in Article 16, Section 9 and Section 10.

2. Accumulated Vacation

Vacation shall be paid out in accordance with Article 8, Section 3 and Article 16, Section 10.

3. Employer Contribution for Insurance

- a. An employee shall be eligible for such benefits if the employee:
  - i. is in the classified service; and
  - ii. is receiving an Employer contribution for insurance coverage at the time of their separation; and
  - iii. has three (3) or more years of continuous services.
- b. An eligible employee remains eligible for an Employer contribution for six (6) months from the date of separation.
- c. The Employer contribution for insurance shall be provided in the parties' Collective Bargaining Agreements.

It is understood that severance pay, accumulated vacation, and Employer contribution for insurance are governed by the terms of the applicable Collective Bargaining Agreements and any subsequent changes regarding these benefits shall be reflected here.

4. Placement on the layoff lists pursuant to the applicable Collective Bargaining Agreements. For purposes of Oak Terrace Nursing Home, the vacancy and bumping layoff options shall not be available to the employee. The parties may negotiate the vacancy and bumping options in the applicable Collective Bargaining Agreement for such employees at other facilities at a later time.

## **APPENDIX H - VACATION CREDIT - EDUCATIONAL SUPERVISORS**

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For employees in the class Institution Educational Supervisor, the following modification of Article 8, Vacation and Sick Leave, Section 1D, Crediting Accruals, shall apply:

Length of service may also include time spent in other formal teaching positions as stated below:

- A. A supervisor who is appointed to a position covered by this agreement within three (3) years of separation from a formal teaching, teaching supervision or administration position may, at the discretion of the Appointing Authority, transfer length of service

credit from that position for purposes of vacation accrual. Eligible current supervisors must apply for this credit prior to a date set by the Employer. Any increase in the vacation accrual rate which is the result of the Appointing Authority decision, shall commence the pay period after the date of the Appointing Authority decision. Determinations made under this provision are not arbitrable under this agreement.

## APPENDIX I - STATUTORY LEAVES

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Statutory leaves are subject to change or repeal and are not grievable or arbitrable under the provisions of Article 7 of this Agreement.

The following are the statutory leaves designated by Legislation:

Statute Number	Subject of Statute
3.088	Leave of Absence to Serve as a Legislator or For Election to a Full Time City or County Office
15.62	Athletic Leave of Absence
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
43A.187	Blood Donation Leave
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave
181.945	Bone Marrow Donation Leave
181.9456 202A.135	Organ Donation Leave Leave Time from Employment; Party Officers; Delegates to Party Conventions
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative
192.26, 192.261	Military Service
43A.185	Disaster Volunteer Leave
29 USC 2601 et.seq.	Family Medical Leave see <a href="https://mn.gov/mmb/assets/1409-fmla-pol-consolidated_tcm1059-233700.pdf">https://mn.gov/mmb/assets/1409-fmla-pol-consolidated_tcm1059-233700.pdf</a> <a href="https://mn.gov/mmb/assets/1409P--FMLA_tcm1059-233699.pdf">https://mn.gov/mmb/assets/1409P--FMLA_tcm1059-233699.pdf</a> <a href="https://mn.gov/mmb/assets/2014-6fmlaguidance_tcm1059-125163.pdf">https://mn.gov/mmb/assets/2014-6fmlaguidance_tcm1059-125163.pdf</a>

- A. **Military Leave:** Up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military or naval reserves of the United States or of the State of Minnesota and who are ordered or authorized by the appropriate authorities to

engage in training or active service. The supervisor, upon receiving notification of duty, must notify their Appointing Authority within seven (7) calendar days of receiving that notification.

- B. **Voting Time Leave**: Any supervisor who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the supervisor has made prior arrangements for such absence with their immediate superior.
- C. **Emergency Leave**: The Commissioner of Minnesota Management & Budget, after consultation with the Commissioner of Public Safety, may excuse State supervisors 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 individuals. Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Minnesota Management & Budget authorizes a longer duration.
- D. **Leave to Serve as an Election Judge**: Any supervisors serving as an Election Judge in any statewide primary or general election or in an election to fill a vacancy in the office of a representative in Congress shall be eligible for paid leave for all normal work hours the supervisor serves as an election judge.
- E. **Military Leave**: Leave shall be granted to a supervisor who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years.
- F. **Precinct Caucus or Convention**: Upon fourteen (14) days advance request, leave shall be granted to any supervisor for the purpose of attending a political party caucus or political convention.
- G. **Maternity/Paternity or Adoption Leave**: A Maternity/Paternity or Adoption leave of absence shall be granted to a natural parent or an adoptive parent who requests such leave in conjunction with the birth or adoption of a child. Requests for Adoption Leave shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave. Requests for Maternity/Paternity Leave shall be submitted at least six (6) weeks in advance of the anticipated due date, if possible. The Maternity/Paternity or Adoption Leave shall commence on the date requested by the supervisor and shall continue up to six (6) months. Sick leave or vacation used following the birth of the child will not have the effect of extending the six (6) months of maternity/paternity or adoption leave. Such leave may be extended up to a maximum of one (1) year, from the date of the event giving rise to the leave request, by mutual consent between the supervisor and the Appointing Authority.

## **APPENDIX J – DISCRETIONARY STUDENT LOAN REIMBURSEMENT FOR REGISTERED NURSE ADMINISTRATIVE SUPERVISORS (RNAS) AND REGISTERED NURSE SUPERVISORS (RNS)**

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Memorandum of Understanding on Student Loan Payment Reimbursement.

This student loan payment reimbursement provision shall be in effect from the effective date of this Agreement through June 30, 2021. This Memorandum of Understanding is applicable only to supervisors in the Registered Nurse Administrative Supervisors (RNAS) and Registered Nurse Supervisors (RNS) classifications.

1. A RNAS or RNS may request and an Appointing Authority may approve reimbursement for the nurse's student loan payments, made on their outstanding student loan balances.
2. In order to qualify for this reimbursement, the student loan payments must be made by the RNAS or RNS after the effective date of this agreement.
3. The RNAS or RNS must have current student loan debt incurred within fifteen (15) years immediately prior to the payment being requested by the RNAS or RNS.
4. Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain a Registered Nurse or Advanced Practice Registered Nurse license or credentials.
5. Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per nurse, up to twenty five thousand dollars (\$25,000) in total payments issued to any nurse.
6. Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
7. RNAS or RNS must have been employed by the Employer at least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty four (1,044) hours per year.
8. The RNAS or RNS must provide documentation of actual student loan payments as described below:
  - a. For reimbursement of loan payments, documentation of actual loan payments made within the twelve (12) months immediately prior to application for loan payment reimbursement. The amount approved for any student loan reimbursement must be equal to or greater than the amount the nurse has paid toward the loan in the twelve (12) months prior to the application;

- b. Lump sum loan payments, documentation that the amount dispersed has been applied to the student loan will be provided to the Appointing Authority within sixty (60) calendar days of the disbursement.

If the RNAS or RNS does not fulfill the reporting requirement, the RNAS or RNS will be required to repay the total amount.

- 9. A RNAS or RNS who has been approved for but have not yet received a student loan reimbursement payment and who transfers or promotes to a nursing-related position within their Agency that is not represented by the Middle Management Association shall still be eligible for the student loan reimbursement that was approved prior to their transfer or promotion.
- 10. A RNAS or RNS who is approved to receive a student loan payment reimbursement must remain employed by the Employer for a period of one (1) year after receiving a reimbursement payment. A RNAS or RNS who voluntarily separates sooner than one (1) year after receiving such payment shall be required by the Appointing Authority to repay the student loan reimbursement received the previous year on a prorated monthly basis.
- 11. If a RNAS or RNS is required to repay all or part of a student loan reimbursement payment, the Appointing Authority shall deduct the amount owed from vacation payout or compensatory time payout or severance pay. If the amount withheld from payouts is not sufficient to reimburse the State, the nurse is required to reimburse the State for the remaining amount. This section does not apply in the case of death or permanent layoff.
- 12. The student loan payment reimbursement shall not be grievable or arbitrable pursuant to Article 16 of the Master Agreement.

## **LETTERS**

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200 Centennial Office Building  
658 Cedar Street  
St. Paul, MN 55155  
651.259.3637  
TTY 651.282.2699  
www.doer.state.mn.us

July 23, 1991

Gary Denault, Executive Director  
Middle Management Association  
520 Park Avenue  
St. Paul, MN 55102

Dear Gary:

This letter will serve to confirm our understanding on the Department of Agriculture's uniform policy.

The wearing of the uniform is strictly voluntary on the part of supervisors. Upon request, each supervisor is provided with (5) blue work shirts, (1) winter jacket, (1) winter cap, (1) summer jacket and (1) summer cap. Replacement clothing is provided upon request of the individual with proof that the existing clothing is worn out.

Sincerely,

John Kuderka /s/  
Assistant State Negotiator

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**Equal Opportunity Employer**  
*Minnesota Department of Employee Relations*



200 Centennial Office Building  
658 Cedar Street  
St. Paul, MN 55155  
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TTY 651.282.2699  
www.doer.state.mn.us

July 26, 1991

Gary Denault  
Executive Director  
Middle Management Association  
525 Park Street  
St. Paul, MN 55103

Dear Gary:

During negotiations for the 1991-1993 contract, discussions were held regarding supervisors expression of interest for posted vacancies and transfers of supervisors initiated by Appointing Authorities.

As a result of these discussions, it is agreed that Appointing Authorities shall not be arbitrary, capricious, or discriminatory and must have legitimate business reasons to reject all supervisors who express an interest in a posted vacant position pursuant to Article 14, Section 3 of the contract. In addition, Appointing Authority initiated transfers shall not be done for disciplinary reasons.

Sincerely,

John Kuderka /s/  
Assistant State Negotiator

JK:amk

---

**Equal Opportunity Employer**  
*Minnesota Department of Employee Relations*

September 16, 1993

TO: All State Agencies

The Department of Employee Relations and the Middle Management Association met and conferred on the design of an experimental project under M.S. 43A.04, Subd. 9. The experiment waives the provisions of M.S. 43A.15, Subd. 6 which requires employees to qualify prior to transferring or demoting. Instead, agencies may agree to allow supervisors noticed of permanent layoff to demonstrate their qualifications for transfer or demotion through on the job experience and training.

Under the experiment, a supervisor noticed of permanent layoff identifies a vacancy in the same or another agency and provides information on his/her qualifications. If the supervisor qualifies for the vacancy through the normal DOER selection process, the agency considers the supervisor for appointment under existing contract provisions regarding layoff options (within the same agency) or claiming (different agency). This experiment does not modify or diminish the layoff and claiming rights of a supervisor who qualifies to transfer or demote to the new class through the testing process. If the supervisor does not qualify through the normal selection process but the agency believes he/she could through time on the job, the agency should contact their DOER Staffing Representative regarding participation in this experiment.

For appointments covered by this experiment, the supervisor will be placed in trainee status for up to eighteen (18) months in the position to demonstrate his/her qualifications. If, at the end of the eighteen (18) month period, the agency and DOER agree the supervisor has achieved the necessary knowledges, skills and abilities, the supervisor will receive a probationary appointment to the new class. If, at any time during that period, the agency determines the supervisor is not qualified, the supervisor will be placed on layoff from his/her original seniority unit as described in Section 7 of the agreement for supervisors who do not successfully complete the probationary period after a claim.

Sincerely,

Julie M. Vikmanis /s/  
Staffing Manager

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**Equal Opportunity Employer**  
*Minnesota Department of Employee Relations*

October 27, 1995

Rebecca Wodziak  
Labor Relations Representative  
Department of Employee Relations  
200 Centennial Office Building  
658 Cedar Street  
St. Paul, MN 55155

RE: Article 6, Discipline

Dear Rebecca:

The parties have agreed in the course of bargaining to the following:

1. Any implementation of a discipline or corrective action program other than what is explicitly described in Article 6 of the Master Agreement, will require the consent of the Association.
2. When the time has expired for discipline to remain in a supervisor's personnel file, the parties agree that the record of discipline cannot be used in any subsequent disciplinary arbitration. However, the parties do agree that the Employer is allowed to use subsequently the fact from the old discipline case that the employee was given notice of what was expected and the possibility of discipline for failure to comply.

Sincerely,

Ronald L. Rollins /s/  
MMA Legal Counsel



200 Centennial Office Building  
658 Cedar Street  
St. Paul, MN 55155  
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TTY 651.282.2699  
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August 12, 1997

Mr. Gary Denault  
Executive Director  
Middle Management Association  
525 Park Street, Suite 333  
St. Paul, MN 55103

RE: Article 4 - Association Rights, Section 4, Notification

Dear Gary:

The parties have agreed in the course of bargaining to the following:

1. When the Employer determines that a position(s) or classification(s) in the Supervisory Unit (216) is to be removed from the Supervisory Unit and placed into the Managerial Unit (220), the Employer shall notify the Association in advance, in writing.
2. The Association has the right to request a meeting to discuss with the Department of Employee Relations and the Appointing Authority prior to any placement of the position(s) or classification(s) into the Managerial Unit. The request for a meeting must be made within ten (10) calendar days of receipt of the written notification from the Employer.
3. If the Association requests such a meeting, the Department of Employee Relations and the Appointing Authority will not place the position(s) or classification(s) into the Managerial Unit until the meeting has concluded.

Sincerely,

Rebecca Wodziak /s/  
Labor Relations Representative Principal

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**Equal Opportunity Employer**  
*Minnesota Department of Employee Relations*



DATE: August 15, 2014

TO: State Supervisors  
Human Resource Directors/Designees  
Labor Relations Directors/Designees

FROM: Marcy Cordes, Assistant Commissioner/State Negoti *Marcy Cordes*  
Labor Relations Division

RE: Further Expansion of Sick Leave Benefits

On August 1, 2013, the Minnesota legislature passed a law which expanded employees' entitlement to use accrued sick leave benefits, allowing them to use paid sick leave for reasonable periods of time as the employee's attendance may be necessary due to the illness or injury of the following family members:

- Adult children
- Spouse
- Brother or Sister
- Parent
- Stepparent
- Grandparent

The legislature has since passed further legislation effective August 1, 2014 which now allows employees to use sick leave as the employee's attendance may be necessary due to illness or injury of the following family members in addition to those named above:

- Grandchild
- Father-in-law
- Mother-in-law

In addition, the expanded law also allows employees to use sick leave for the purposes of obtaining assistance or providing assistance to a relative as named above because of sexual assault, domestic abuse or stalking.

As before, this expanded use of sick leave does not require that the persons being cared for live in the employee's household. The employer may limit the use of personal sick leave for the reasons listed above to a cap of 160 hours in any 12-month period.

You are to apply the expanded provisions of the law, as well as the sick leave provisions of the applicable contract/Plan.

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

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155  
Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: MN Relay 711



July 19, 2019

Gary Kloos, Executive Director  
Middle Management Association  
525 Park Street, #333  
St. Paul, MN 55103

Re: Phased Retirement Pilot

Dear Gary:

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

**Article 14 – Filling of Positions**

**Section 6. Pilot Program - Phased Retirement**

**A. Eligibility**

Full-time supervisors 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 supervisor's retirement date must occur in six (6) months or less from the date of the phased retirement request.

**B. Implementation**

A supervisor 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 supervisor shall be mutually agreed upon by the supervisor and the Appointing Authority. However, the phased retirement period shall not exceed six (6) months. Additionally, the supervisor's work schedule must be at least fifty percent (50%) time. At the end of the phased retirement period the supervisor must move to full retirement.

Supervisors approved for phased retirement shall be entitled to all rights and benefits of full-time supervisors.

If a request for phased retirement is denied, the Appointing Authority must provide the reason(s) for denial to the supervisor in writing within ten (10) days.

C. 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 supervisor been employed full-time. Supervisors approved for phased retirement shall be eligible for Employer-paid insurance benefits as if the supervisor were employed full-time. Supervisor contributions necessary to maintain all benefits as if the supervisor were employed full-time shall be the responsibility of the supervisor.

D. Expectations

Supervisors approved for phased retirement are expected to carry out the agreed upon job duties and expectations as outlined in the Phased Retirement agreement form. Before phased retirement may begin, the Appointing Authority and Supervisor will determine a plan for the division of duties and the transfer of duties between the Supervisor who is phasing into retirement and the new Supervisor, including the designation of who will be the assigned supervisor during the phased retirement and if/when supervisory authority will transfer during the phased retirement.

E. 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 provide notice again.

F. Effective Dates

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

Sincerely,



---

Tony Brown  
Labor Relations Consultant 4  
Labor Relations Division  
MMB

cc: Jennifer Claseman  
Edwin Hudson



July 19, 2019

Gary Kloos, Executive Director  
Middle Management Association  
525 Park Street, #333  
St. Paul, MN 55103

Re: Student Loan Reimbursement Pilot Opt-in

Dear Gary:

A pilot program which permits agencies to opt-into a student loan reimbursement is subject to the following 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,



---

Tony Brown  
Labor Relations Consultant 4  
Labor Relations Division  
MMB

cc: Jennifer Claseman  
Edwin Hudson