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**AGREEMENT**

**between**

**MINNESOTA STATE EMPLOYEES UNION  
AFSCME, COUNCIL NO. 6,  
AFL-CIO**

**and the**

**STATE OF MINNESOTA**

**July 1, 1997 through June 30, 1999**

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## **ARTICLE 1 - PREAMBLE**

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This Agreement is made and entered into this 13th day of August, 1997, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions, and unless otherwise noted in this Agreement, "UNION" hereinafter refers to the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

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 to this Agreement deem appropriate. Failure of the parties to reach such supplemental agreement shall not be subject to the impasse procedures as set out in the Minnesota Public Employment Labor Relations Act.

Any agreement which is to be included as a part of this Agreement must so indicate, must be reduced to writing, and must be signed by the parties to this Agreement.

## **ARTICLE 2 - RECOGNITION**

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**Section 1. Existing Units.** The Employer recognizes the Union as the exclusive bargaining representative of all the employees included in the bargaining units certified by the Bureau of Mediation Services, Case Numbers 80-PR-1258-A, 80-PR-1259-A, 80-PR-1260-A, 80-PR-1261-A, 80-PR-1262-A and 81-PR-195-A. The composition of these units is as set forth in Appendix A of this Agreement.

To be covered by this Agreement, employees must work fourteen (14) or more hours per week (or thirty-five (35) percent of the normal work week in the employee's bargaining unit) and be employed sixty-seven (67) or more working days in any calendar year. Employees shall be placed in the bargaining unit as soon as the Appointing Authority anticipates that they will work sufficient hours and days to be eligible for bargaining unit inclusion.

**Section 2. Disputes.** The assignment of newly created classes to a bargaining unit or the reassignment of existing classes to a different bargaining unit shall be subject to the determination of the Director of the Bureau of Mediation Services in accord with the provisions of the Minnesota Public Employment Labor Relations Act.

Disputes which may occur over the inclusion or exclusion of new or changed job positions shall be referred to the Bureau of Mediation Services for expedient resolution. The decision of the Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

**Section 3. Union Exclusivity.** The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

## **ARTICLE 3 - UNION SECURITY**

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**Section 1. Checkoff.** The Employer shall deduct the bi-weekly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled by the employee through the Union. The aggregate deductions of all employees, together with a detailed record, shall be remitted to the Union office within ten (10) days after such deductions are made.

**Section 2. Exclusivity.** No other employee organization shall be granted payroll deduction of dues for employees covered by this Agreement.

**Section 3. Employee Lists.** The Employer shall report to the Union the information on all employees added to or removed from the bargaining unit(s) in the seniority unit(s). 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.

Upon the request of the Union, the Employer shall provide the Union with a listing of all employees in the bargaining units represented by the Union.

**Section 4. Indemnity.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article including fair share deductions and remittances.

**Section 5. Bargaining Unit Security.** Upon the request of the Local Union, the Appointing Authority shall provide the Local Union general information on the use of non-employee labor.

## **ARTICLE 4 - SENIORITY**

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### **Section 1. Definitions.**

- 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.** For employees in classes in Units 2, 3, 7, and 8, "Classification Seniority" is defined as the length of service in a job classification with the State of Minnesota, beginning with the date an employee begins to serve a probationary appointment. For employees in classes in Units 4 and 6, Classification Seniority is no longer used.
1. **Bumping, Demotions, Transfers.** When an employee exercises bumping rights, or is demoting, or is transferring, Classification Seniority in the class to which the employee is bumping or is demoting or is transferring shall include Classification Seniority in all related higher or equally paid classes in which the employee has served with the State of Minnesota.

2. **Reallocations.** Classification Seniority for employees whose positions are reallocated to a lower or equal class after January 1, 1980, shall include service in the class from which they were reallocated, regardless of whether or not the higher or equal class is a "related" class in accord with "E" below.
  3. **Trainee and Provisional Appointments.** Employees on a trainee or a provisional appointment, shall have Classification Seniority credited to the date of hire at the time an employee begins to serve a probationary period in a related classification.
  4. **Temporary Appointments.** Effective July 23, 1985, an employee who serves a temporary appointment in a class and receives a probationary appointment to that class shall have Classification Seniority credited to the beginning of the temporary appointment provided there was no break in service between the appointments.
  5. **Trial Period.** An employee who returns to his/her former class under the conditions of Article 12, Section 10 E and F shall accrue all seniority in the former class as if continually employed in the former class.
- C. **Interruptions.** Classification Seniority shall be forfeited 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. Classification Seniority shall not include service in a position not represented by the Union; however, all service in a confidential position(s) will be credited. Time on the layoff list shall not constitute an interruption.
- D. **Seniority Units.** "Seniority Unit" is defined as all employees in bargaining units represented by the Union in each agency as listed in Appendix H.
- 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.

**Section 2. Seniority Earned Under Previous Collective Bargaining Agreements.** Employees shall continue to have their seniority calculated as provided for under the 1995-1997 Collective Bargaining Agreement or Memoranda of Understanding, except as specifically provided elsewhere in this Agreement.

**Section 3. Seniority Rosters.** No later than November 30 and May 31 of each year Appointing Authorities shall prepare and post on all employee bulletin boards seniority rosters for each seniority unit and two (2) copies shall be furnished to the Local Union. The rosters shall list each employee in the order of Classification Seniority; (State Seniority for Units 4 and 6) and reflect each employee's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the employee previously served. [Note: Classification Seniority dates need not be listed for classes in Units 4 and 6.]

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

When two (2) or more employees have the same Classification Seniority dates, seniority position shall be determined by State Seniority. Should a tie still exist, seniority shall be determined by length of prior State service. Should a tie still exist, seniority shall be determined by lot.

The rosters shall also include a listing of all employees in Student Worker classifications.

**Section 4. Appeals.** Employees shall have thirty (30) calendar days from the date of the posting or from return to work from a leave of absence of more than fourteen (14) calendar days to notify the Appointing Authority of any disagreements over the Seniority Roster. Appeals are limited to changes since the previous posting. However, errors of fact on the Seniority Roster may be raised by either party at any time and changed by mutual agreement of the Appointing Authority and Local Union. After the close of the thirty (30) calendar day appeal period, the Appointing Authority shall post an addendum of any changes to the Seniority Roster.

The Appointing Authority may make corrections to the Seniority Roster during the thirty (30) calendar day appeal period. Between postings, the Local Union and the Appointing Authority may agree in writing to changes after the appeal period. Such changes shall be incorporated in the next Seniority Roster and be so identified.

## **ARTICLE 5 - HOURS OF WORK**

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### **Section 1. General.**

- A. **Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.
- B. **Work Shift.** A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work. The Appointing Authority may change the starting or ending times of an existing shift up to and including two (2) hours after providing the notice period required in Section 1(C).
- C. **Schedule Posting.** Work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day. All schedule changes shall require such a fourteen (14) day notice except for the three situations referenced in Section 2B 3 and Section 3B which require a thirty (30) day notice.

Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime. A voluntary change of shifts under this section results in the payment of overtime only when it places the employee's hours of work in excess of those permitted by the Fair Labor Standards Act.

- D. **Meal Periods.** Employees shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each work shift. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.
- E. **Rest Periods.** All employees shall be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. Employees who are scheduled for a shift of four (4) hours and who are scheduled to receive an unpaid meal period shall not be entitled to a rest period. Employees who work beyond their regular quitting time into the next shift shall

receive a fifteen (15) minute paid rest period before they start work on the next shift whenever it is anticipated that such work shall require approximately two (2) hours. The Appointing Authority retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated nor be taken at the beginning or end of the employee's shift. With the supervisor's approval, rest periods may be used to extend the meal period.

- F. **Reporting Time and Pay.** Unless notified otherwise at least two (2) hours in advance of the scheduled starting time (one (1) hour for employees in the Department of Transportation), any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If work is not available, the employee may be excused from duty and paid for three (3) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing three (3) hours of work the employee shall be paid for three (3) hours at the employee's appropriate rate. (See Article 15, Layoff and Recall, Section 6, Limited Interruption of Employment.)

## **Section 2. Non-Continuous and Non-Extended Operations.**

- A. **Definition.** Any employee or group of employees engaged in an operation that is not continuous or extended (as defined in Section 3A) shall be known as non-continuous and non-extended operations employees.
- B. **Work Day, Work Week/Period.**
1. **Work Day.** The normal work day shall consist of either eight (8) hours or ten (10) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period.
  2. **Work Week/Period.** The normal work week/period shall consist of four (4) consecutive ten (10) hour days or five (5) consecutive eight (8) hour days Monday through Friday, totaling forty (40) hours.
  3. **Changes in Work Day or Week/Period.** To depart from the normal work day or work week/period, to change the normal work day between an eight (8) and ten (10) hour day, or to change the normal work week between a four (4) and five (5) day week, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the changes with the Local Union affording it an opportunity to express its views prior to the posting period provided for in Section 1C. When schedules are changed, the new schedule shall be posted pursuant to Section 1C. Existing schedules may continue in effect.
- C. **Flextime Scheduling.** The Appointing Authority and the Local Union may mutually agree to a flextime scheduling plan. Existing flextime scheduling plans shall remain in effect unless the Local Union notifies the Appointing Authority of its intent to terminate the plan.

## **Section 3. Continuous and Extended Operations.**

### **A. Definitions.**

1. **Continuous Operations.** Any employee or group of employees engaged in an operation for which there is regularly scheduled employment on a twenty-four (24) hour a day, seven (7) day a week basis shall be known as continuous operations employees.

2. **Extended Operations.** Any employee or group of employees engaged in a work operation for which there is regularly scheduled employment for more than the normal work day and/or normal work week as defined in Article 5, Section 2B and who are not continuous operations employees, shall be known as extended operations employees.
- B. **Work Day.** The normal work day shall consist of eight (8) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period.

To depart from the normal work day or to establish a shift that is not currently being used by that Appointing Authority in the interest of efficient operations, to meet needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Section 1C. When schedules are changed the new schedule shall be posted pursuant to Section 1C. Existing schedules may remain in effect.

- C. **Turnaround Time.** The number of hours between scheduled shifts shall not be less than seven and one-half (7-1/2) hours. Violations shall be compensated at the rate of time and one-half for all hours worked on the shift following the hours of rest.
- D. **Work Shift.** The provisions of Section 1B shall not apply to rotating shifts.
- E. **Daylight Savings Time.** Employees required to work more than eight (8) hours on an eight (8) hour shift or more than ten (10) hours on a ten (10) hour shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one-half (1-1/2). Employees required to work less than eight (8) hours on an eight (8) hour shift or less than ten (10) hours on a ten (10) hour shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost. Employees in the first six (6) months of employment who would be eligible to accrue vacation, may be advanced one (1) hour of vacation time which shall either be deducted from their vacation leave balance, or deducted from their last paycheck if the employee is separated prior to accruing vacation.

#### **Section 4. Part-time Hours.**

- A. **Reduction of Hours.** If it is necessary to reduce the hours of a part-time position such that the incumbent of the position is no longer eligible to receive the full Employer's insurance contribution or is no longer eligible to participate in the Employer's insurance program, the Appointing Authority shall request volunteers for the position from among part-time employees in the same class, employment condition, and work area/principal place of employment. If one or more employees volunteer for the position, the most senior qualified volunteer shall be offered the position. If there are no volunteers, the least senior qualified employee in the same class, employment condition, and work area/principal place of employment shall be assigned to the position.
- B. **Additional Hours.** When the Appointing Authority assigns additional hours within the fourteen (14) day posting period to part-time employees whose established work day is less than eight (8) hours to work additional hours on a scheduled day of work, the hours shall be distributed to employees then on duty as provided in the applicable overtime distribution language.

## **ARTICLE 6 - OVERTIME**

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**Section 1. Overtime Hours.** Except as otherwise provided in this section, all hours worked in excess of the established work day, before or after an employee's regular scheduled shift, or on any regularly scheduled day off, shall be considered overtime.

All paid vacation time, paid holidays, paid sick leave, compensatory time off, and paid leaves of absence shall be considered as "time worked" for purposes of this Article.

Part-time employees whose established work day is less than eight (8) hours shall not be considered to be working overtime until having completed eight (8) hours of work.

**Section 2. Overtime Rates.** All overtime hours shall be compensated at the rate of time and one-half (1-1/2).

**Section 3. Scheduled Overtime.** Scheduled overtime is overtime which is assigned by the end of the employee's last worked shift prior to the overtime assignment and which does not immediately precede or immediately follow a scheduled work shift.

Unless notified otherwise in advance of the scheduled starting time of the scheduled overtime assignment, any employee who is scheduled to report for work and who reports as scheduled shall be assigned at least two (2) hours work. If work is not available, the employee may be excused from duty and paid for two (2) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing two (2) hours of work, the employee shall be paid for two (2) hours at the employee's appropriate rate.

**Section 4. Distribution.** An effort shall be made to distribute overtime work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who desire the overtime work. When practicable and if the supervisor knows an overtime assignment is necessary, he/she shall begin the distribution process at least two (2) hours in advance of the overtime assignment.

The overtime work shall first be offered to the employee(s) then on duty, on the same shift and work area who has the least number of overtime hours to his or her credit. Should the employee choose not to accept the overtime assignment, the employee with the next fewest overtime hours to his or her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

New employees entering the bargaining units shall be credited with the number of overtime hours equal to the highest number of hours to the credit of any current employee in the same class and same work area.

The Appointing Authority shall not be required to cut in on work in progress in order to maintain an equitable balance of overtime.

An accumulative record of overtime hours worked or offered each employee shall be made available to the Local Union Representative upon request. The record of each employee's accumulated overtime hours worked and overtime offered but not worked shall be adjusted to zero (0) hours once per year on a date determined by the Appointing Authority. The Appointing Authority shall notify the Local Union of the date within thirty (30) calendar days of the execution of this Agreement, for the term of the Agreement.

In the event all capable employees in the same shift and work area decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority (State Seniority for Units 4 and 6) among capable employees. In Unit 3, the assignment shall be rotated each pay period beginning with the least senior capable employee based on Classification Seniority. In Unit 4, the assignment shall be rotated each pay period beginning with the least senior capable employee based on State Seniority. In all instances, the overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority (State Seniority for Units 4 and 6) among capable employees in the event that all capable employees decline overtime work. Employees may rescind such waivers upon fourteen (14) calendar days written notice to the local personnel officer.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

#### **Section 5. Liquidation.**

- A. **General.** At the employee's option, overtime hours shall be paid in cash or assigned to a compensatory bank. Employees 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 an employee fail to indicate on the time report, liquidation shall be in cash.
- B. **Compensatory Bank.**
1. **Size of Bank.** The maximum amount of hours that may be in the compensatory bank at any given time is one hundred fifty (150) hours.
  2. **Hours Worked in Excess of Bank.** All overtime hours worked over the maximum amount of hours in B (1) shall be compensated in cash.
- C. **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. Employees who choose cash liquidation may still use compensatory time within the same work week/applicable work period. In this case, all overtime hours shall be liquidated in cash except that those overtime hours worked within a work week/applicable work period may be placed in a compensatory time bank at the discretion of the Appointing Authority. If no agreement between the employee and the supervisor can be reached to take the time off, the overtime must be paid in cash.
- D. **Compensatory Time Liquidation in Cash.** At the option of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash two (2) times a fiscal year, with thirty (30) calendar days advance written notice to the Local Union. Such liquidation shall be done in a uniform manner for all employees of the seniority unit. The Appointing Authority and the Local Union may agree in a local meet and confer to uniform liquidation on some basis other than seniority unit.

An employee transferring to the service of another Appointing Authority, accepting a position not represented by the Union, separated from State service, or placed on permanent layoff, shall have unused compensatory time paid in cash. An employee placed on seasonal layoff may have unused compensatory time paid in cash, at the option of the employee.

Any cash payment of unused compensatory time shall be at the average regular rate of pay received by the employee during the last three (3) years of the employee's employment or his/her regular rate of pay as of the date of payment, whichever is greater.

- E. Use of Compensatory Time.** Employees 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 an employee with more than fifty (50) hours in the compensatory bank by providing him/her no less than fourteen (14) calendar days notice prior to the specified scheduled time off. The employee may not be scheduled below fifty (50) 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 employee's normal work day.

Overtime earned for work on a holiday shall be paid in cash except as provided in Article 7, Section 8B1.

Employees shall not be permitted to use compensatory time or be scheduled to use compensatory time if use will result in the denial of a request to have a holiday off (Article 7, Section 8A), a denial of a vacation request (Article 8, Section 3), or a denial of a discretionary leave request in Article 10.

If it is necessary to limit the number of employees 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.

#### **Section 6. Call In and Call Back**

**Call In.** Employees called to work prior to their regularly scheduled shift shall be paid at the appropriate overtime rate until their regular shift begins provided that the employee shall receive a minimum payment equal to one (1) hour at straight time or the time worked at the appropriate overtime rate, whichever is greater. Employees shall work the balance of their regular shift at their regular rate of pay.

**Call Back.** Employees called back to work after their regularly scheduled shift and who were not assigned such work by the end of their last worked shift prior to the assigned work shall be paid a minimum of two (2) hours at the appropriate overtime rate. Employees who are called back to work shall be reimbursed mileage for driving to and from their work station and their home if they use their own vehicle.

**Section 7. On Call.** An employee shall be in an on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

An employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. Such compensation shall be limited to four (4) hours of straight time pay per calendar day.

An employee called to work while in on-call status shall be compensated as provided in Section 6 of this Article. An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than eight (8) consecutive hours. An employee shall have the choice of receiving on-call pay in cash or compensatory overtime.

An effort shall be made to distribute on-call work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who request the on-call work. If practicable, employees shall be notified of the on-call assignment at least one (1) month in advance.

**Section 8. Release From Work.** Employees who work an overtime or call in assignment which precedes or overlaps a regular shift may be excused from duty, with the approval of the supervisor, after the completion of eight (8) hours work, without loss of premium pay for the call in or overtime assignment.

An employee who works twenty-four (24) consecutive hours has the right to use vacation, compensatory time, alternate holiday, or leave without pay for his/her next scheduled shift, if that shift is contiguous to the hours worked.

**Section 9. Duplication of Payment.** Overtime hours worked shall not be paid more than once for the same hours worked under any provision of this Agreement.

## **ARTICLE 7 - HOLIDAYS**

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**Section 1. Eligibility.** All employees in bargaining units covered by this Agreement shall be eligible employees for purposes of this Article.

### **Section 2. Observed Holidays.**

A. **Five Day Operation.** The following days shall be observed as paid holidays for employees assigned to a Monday through Friday five (5) day operation:

Friday, July 4, 1997 - Independence Day  
Monday, September 1, 1997 - Labor Day  
Tuesday, November 11, 1997 - Veterans Day  
Thursday, November 27, 1997 - Thanksgiving Day  
Friday, November 28, 1997 - Day after Thanksgiving  
Thursday, December 25, 1997 - Christmas  
Thursday, January 1, 1998 - New Year's  
Monday, January 19, 1998 - Martin Luther King Day  
Monday, February 16, 1998 - Presidents Day  
Monday, May 25, 1998 - Memorial Day  
Friday, July 3, 1998 - Independence Day  
Monday, September 7, 1998 - Labor Day  
Wednesday, November 11, 1998 - Veterans Day  
Thursday, November 26, 1998 - Thanksgiving Day

Friday, November 27, 1998 - Day after Thanksgiving  
Friday, December 25, 1998 - Christmas  
Friday, January 1, 1999 - New Year's  
Monday, January 18, 1999 - Martin Luther King Day  
Monday, February 15, 1999 - Presidents Day  
Monday, May 31, 1999 - Memorial Day

- B. **Six or Seven Day Operation.** The following days shall be observed as paid holidays for employees assigned to a six (6) or seven (7) day operation:

Friday, July 4, 1997 - Independence Day  
Monday, September 1, 1997 - Labor Day  
Tuesday, November 11, 1997 - Veterans Day  
Thursday, November 27, 1997 Thanksgiving Day  
Friday, November 28, 1997 - Day after Thanksgiving  
Thursday, December 25, 1997 - Christmas  
Thursday, January 1, 1998 - New Year's  
Monday, January 19, 1998 - Martin Luther King Day  
Monday, February 16, 1998 - Presidents Day  
Monday, May 25, 1998 - Memorial Day  
Saturday, July 4, 1998 - Independence Day  
Monday, September 7, 1998 - Labor Day  
Wednesday, November 11, 1998 - Veterans Day  
Thursday, November 26, 1998 - Thanksgiving Day  
Friday, November 27, 1998 - Day after Thanksgiving  
Friday, December 25, 1998 - Christmas  
Friday, January 1, 1999 - New Year's  
Monday, January 18, 1999 - Martin Luther King Day  
Monday, February 15, 1999 - Presidents Day  
Monday, May 31, 1999 - Memorial Day

- C. **Floating Holiday.** All employees except intermittent, emergency, and temporary employees shall also receive one (1) floating holiday each fiscal year of this Agreement. However, seasonal employees shall be eligible for only one (1) floating holiday per season and intermittent employees shall receive one (1) floating holiday each fiscal year of this Agreement if they complete ninety-one (91) working days in that fiscal year. Unless waived by the supervisor, the employee must request the floating holiday at least fourteen (14) calendar days in advance.

The Appointing Authority may limit the number of employees that may be absent on any given day subject to the operational needs of the Appointing Authority.

Any conflicts for requested holidays shall be resolved on the basis of State Seniority within the employee's work unit. The Appointing Authority shall make a reasonable effort to approve the requested holiday. Floating holidays may not be accumulated. An employee who has not requested the floating holiday by March 1 of each fiscal year or by thirty (30) calendar days prior to the end of an employee's season shall be scheduled to take a floating holiday on a day chosen by the Appointing Authority or be paid for the floating holiday in cash at the option of the Appointing Authority.

**Section 3. Substitute Holidays.** The Appointing Authority may, with the agreement of the Local Union, designate substitute days for the observance of Veterans Day and Presidents Day.

**Section 4. Shift Work.** 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.

**Section 5. Holidays on Day Off.** When any of the above holidays fall on an employee's regularly scheduled day off, the employee shall take an alternate holiday within one hundred twenty (120) calendar days of the holiday. If the employee and supervisor cannot agree on the date to be taken at the end of one hundred twenty (120) calendar days, the time shall be converted to compensatory time.

**Section 6. Holiday Pay Entitlement.** To be entitled to receive a paid holiday, an employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

Any employee who dies or is mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s).

Eligible intermittent employees shall receive a holiday if they work the day before and the day after the holiday or if they work on a holiday. Eligible intermittent employees working in an operation with a five (5) or a six (6) day work week shall receive holiday pay if they work the last scheduled work day for that operation before and the first scheduled work day for that operation after the holiday. In such cases, employees shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accord with the schedule set forth in Appendix B. Effective October 1, 1997, if the intermittent employee works on the holiday, holiday pay shall be paid for all hours actually worked, not to exceed eight (8) hours for a single holiday. If the intermittent employee does not work on the holiday, holiday pay shall be in accord with the schedules set forth in Appendix B1.

Employees 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.

**Section 7. Holiday Pay.** Holiday pay shall be computed at the employee's normal day's pay (i.e., the employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash. Employees who normally work less than full-time shall have their holiday pay pro-rated in accord with the schedule set forth in Appendix B. Effective October 1, 1997, an employee who normally works less than full-time shall have his/her holiday pay prorated in accord with the schedule set forth in Appendix B1, if the employee does not work the holiday. If the employee who normally works less than full-time does work on the holiday, holiday pay shall be paid for all hours worked, not to exceed eight (8) hours for a single holiday.

With the approval of the supervisor, part-time employees 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 8. Work on a Holiday.**

A. **Scheduling.** If more employees in a work unit would normally be scheduled or are scheduled to work on a holiday than necessary, and there are conflicts in requests for the holiday off, the Appointing Authority shall grant the holiday off on the basis of State Seniority within or among class(es) as determined by the Appointing Authority, provided that the Appointing Authority retains the right to schedule employees with the ability and capacity to perform the job.

Of the employees who do not request the holiday off at least twenty-one (21) calendar days prior to the holiday, the most senior employees based on State Seniority, within or among classes as determined by the Appointing Authority, shall be assigned to work the holiday.

B. **Payment.** Any employee who works on a designated holiday shall at the discretion of the Appointing Authority either be:

1. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to holiday pay provided for in Section 7 above, provided that if an employee has chosen compensatory time under Article 6, the payment for work on a holiday may be placed in the compensatory bank at the employee's option; or,
2. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 7 above. Such alternate holiday shall be granted within one hundred twenty (120) calendar days of the last date of the pay period in which the holiday occurs. The supervisor and the employee shall make an effort to agree to the date of the alternate holiday.

If the employee and supervisor cannot agree on the date to be taken at the end of one hundred and twenty (120) calendar days, the time shall be converted to compensatory time.

Employees whose holiday pay is pro-rated shall also be compensated in the above manner for work on a holiday.

**Section 9. Religious Holidays.** When a religious holiday, not observed as a holiday, as provided in Sections 2 and 3 above, falls on an employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify the employee's supervisor in writing at least twenty-one (21) calendar days prior to the religious holiday, provided that this notice requirement does not apply when the employee chooses to use the floating holiday to observe the religious holiday.

Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave or accumulated compensatory time, has used a floating holiday, or, by mutual consent, is able to make up the time.

## **ARTICLE 8 - VACATION LEAVE**

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### **Section 1. General Conditions.**

- A. **Eligibility.** All employees, except intermittent employees, emergency employees, project employees, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall accrue vacation leave after completion of sixty-seven (67) working days in any twelve (12) month period. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue vacation leave.
- B. **Use.** An employee may not use vacation until completing six (6) months of continuous service in a vacation eligible status. However, intermittent employees may use vacation after six (6) months from the date of hire. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to use vacation leave.

Vacation leave hours shall not be used during the payroll period in which the hours are accrued.

- C. **Crediting Accruals.** Once an employee has become eligible to use vacation, vacation accruals shall then be credited back to the date of eligibility as defined in Subsection 1A above.

### **Section 2. Length of Service Requirements/Accruals.**

- A. **Accrual Rates.** All eligible employees shall accrue vacation pay 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 18 years	7-1/2 working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8-1/2 working hours
After 30 years	9 working hours

- B. **Length of Service Requirements.** For purposes of determining changes in an employee's accrual rate, Length of Service Requirement shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one full payroll period in duration. Length of service requirement shall only include an employee's service in a vacation eligible status. This method shall not be used to change any Length of Service Requirements determined prior to July 30, 1991.

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

- C. **Proration.** Eligible employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated in accord with the schedule set forth in Appendix C.

- D. **Reinstatement of Accrual Rate.** An eligible employee who is reinstated or reappointed to State service within four (4) years of 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.

Upon request, employees of the Legislative Branch 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 Legislative Branch that existed at the time of such transfer or separation for vacation accrual purposes provided that the employee was in an eligible status as defined in Section 1A of this Article when employed by the Legislative Branch. Such employees 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.

- E. **Reinstatement of Vacation Balance.** Effective July 21, 1987, employees of the Legislative Branch who are appointed to the Executive Branch 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 sixty (260) hours.

Employees 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 Appointing Authority.

- F. **Maximum Accruals.** Employees may accumulate unused vacation to any amount provided that once during each fiscal year each employee's accumulation must be reduced to two hundred sixty (260) hours or less. If this is not accomplished prior to the last day of the fiscal year, the amount of vacation shall be automatically reduced to two hundred sixty (260) hours at the end of the fiscal year.

Employees on a military leave under Article 10 shall earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of two hundred sixty (260) hours shall be taken within two (2) years of the date the employee returns from military leave.

**Section 3. Vacation Period.** Every reasonable effort shall be made by the Appointing Authority to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of employees in a work unit on vacation at the same time, the Appointing Authority shall determine whether conflicts over vacation periods shall be resolved among classes or within a particular class based upon staffing needs. In either event, vacation schedules shall be established on the basis of State Seniority within the employee's work unit.

Whenever practicable, employees shall submit written requests for vacation periods at least four (4) weeks in advance of their vacation to their supervisor, on forms furnished by the Appointing Authority. When advance written requests are impractical, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to vacation requests promptly and shall answer all written requests in writing no later than ten (10) calendar days after such request is made.

Any request for a vacation of five (5) working days or more, including holidays, which is submitted five (5) calendar weeks or more in advance of the requested date of the start of the vacation shall be posted within five (5) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees who may desire to request vacation for the same period to do so. All such requests must be submitted to the supervisor within the posting period.

Conflicts involving vacation scheduling shall be resolved as provided above. Supervisors shall respond to the request(s) within one (1) calendar week of the end of the posting. No request may be submitted for a vacation period more than six (6) months in advance of the request. However, an employee may request vacation which commences more than six (6) months in advance if a posted request contains days which are within six (6) months. With the agreement of the Local Union, the Appointing Authority may establish deadlines for vacation requests within the six (6) months period.

When an employee decides, more than fourteen (14) calendar days in advance, not to use vacation time which was approved under the posting system, the Appointing Authority shall post a notice of this fact in the work unit and consider new requests for vacation.

No vacation requests shall be denied solely because of the season of the year but shall be dependent upon meeting the staffing needs of the Agency.

**Section 4. Vacation Charges.** Employees who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-quarter (1/4) hour except to permit use of lesser fractions that have been accrued. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.

Employee vacation accruals earned while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to the use of such accrued leave.

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor. In the event of the disability or hospitalization of the employee's spouse, minor or dependent children/step-children/foster-children, or parent/step-parent living in the same household of the employee, or illness of a minor child whether or not the child lives in the same household of the employee, and the employee's attendance is necessary while the employee is on vacation, vacation leave shall be changed to sick leave, effective the date of the disability or hospitalization, upon notice to the employee's supervisor. Upon such notice, employees may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statements shall be provided as soon as possible after the illness, disability or hospitalization occurs.

**Section 5. Work During Vacation Period.** No employee shall be required to work during the employee's vacation once the vacation request has been approved.

**Section 6. Vacation Transfer and Liquidation.** An employee transferring to the service of another Appointing Authority shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. Any employee separated from State service shall be compensated in cash, at the employee's then current rate of pay, for all vacation leave to the employee's credit at the time of separation. However, in no case shall payment exceed two hundred sixty (260) hours, except in the event of the death of the employee. Employees shall be allowed to leave their accumulated vacation to their credit during the period of a seasonal or temporary layoff.

**Section 7. Vacation Donation Program.** Employees shall be able to donate accrued vacation leave for the use of employees who have exhausted their sick leave as permitted by Minnesota Statutes Chapter 43A.1815. An employee may donate up to twelve (12) hours of accrued vacation leave each fiscal year to the sick leave account of one or more state employees.

## ARTICLE 9 - SICK LEAVE

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**Section 1. Eligibility.** All employees, except intermittent employees, emergency employees, project employees, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue and use sick leave.

**Section 2. Sick Leave Accrual.** All eligible employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of eligibility until nine hundred (900) hours have been accrued. After nine hundred (900) hours have been accrued and maintained, employees shall then accrue sick leave at the rate of two (2) hours per pay period.

Effective January 7, 1998, after 900 hours have been accrued, employees shall continue to accrue sick leave at the rate of four (4) hours per pay period. Effective at the end of the pay period ending January 6, 1998, the number of hours credited to the employee's sick leave bank shall be multiplied by two (2).

Eligible employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accord with the schedule set forth in Appendix D and D1.

Employees entering bargaining units covered by this Agreement on or after January 7, 1998 and who have not had their sick leave bank doubled under the terms of their previous plan or agreement, shall have their bank doubled effective with the date of their appointment to an AFSCME-represented class.

An eligible employee who is reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the Appointing Authority. This method shall not be used to change sick leave balance restorations determined prior to July 1, 1983.

However, after June 30, 1983, an employee who has received severance pay prior to January 7, 1998 and is reinstated or reappointed on or before January 6, 1998, shall have his/her sick leave balance restored at sixty percent (60%) of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus seventy-five percent (75%) of the employee's accumulated but unused sick leave bank.

An employee who receives severance pay prior to January 7, 1998, but returns to State service on or after January 7, 1998, shall have his/her sick leave balance restored at sixty percent (60%) of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus one hundred fifty percent (150%) of the employee's accumulated but unused sick leave bank.

An employee who receives severance pay on or after January 7, 1998 shall have his/her sick leave balance restored at sixty percent (60%) of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus eighty seven and one half percent (87½%) of the employee's accumulated but unused sick leave bank.

Upon request, effective July 21, 1987, employees of the Legislative Branch who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement shall have accumulated but unused sick leave posted to the employee's credit.

Employees 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 Appointing Authority provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

A Local Union and an Appointing Authority may develop sick leave incentive programs with the approval of the Union and the Employer.

**Section 3. Sick Leave Use.** An employee shall be granted sick leave with pay to the extent of the employee'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 female 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.

**B. Others.** Sick leave granted under paragraphs 1 and 4 below shall be for such reasonable periods as the employee's attendance may be necessary. Leaves granted under 2 and 3 below shall be limited to not more than three (3) days to arrange for necessary nursing care for members of the family or birth or adoption of a child.

1. illness of a spouse, dependent children/step-children/foster-children, or parent/step-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 care for members of the family, as specified in Section 3B 1 above.
4. to accompany spouse, minor or dependent children/step-children/ foster children to dental or medical appointments.

Employees using leave under this Article will have such sick leave first deducted from the nine hundred (900) hours accumulation. Until January 7, 1998, employees having used sick leave and who fall below the nine hundred (900) hours accumulation shall again accrue sick leave at four (4) hours per payroll period until their accumulation again reaches nine hundred (900) hours. On or after January 7, 1998, employees shall continue to accrue sick leave at four (4) hours per payroll period and such hours shall be credited toward the sick leave bank. Use of the more than nine hundred (900) hour bank shall be subject to the provisions of this Article.

Sick leave hours shall not be used during the payroll period in which the hours are accrued.

Employees using leave under this Article may be required to furnish a statement from a medical practitioner upon the request of the Appointing Authority when the Appointing Authority has reasonable cause to believe that an employee has abused or is abusing sick leave.

The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the employee is not physically fit to return to work or has been exposed to a contagious disease which endangers the health of other employees, clients or the public.

Requests to furnish a statement from a medical practitioner may be oral or written. Oral requests shall be reduced to writing as soon as practicable. The written requests shall state the reason(s) for the request as well as the period of time that the employee will be required to furnish the statement. All such requests shall be prospective.

Any sick leave documentation which shows the specific reasons for use shall be restricted to persons on a need to know basis.

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

An employee on extended sick leave who has used all of his/her sick leave accumulation and who still meets the criteria for sick leave use, shall have the right to use the vacation leave to the extent of the employee's vacation accumulation. Such employee shall not be required to exhaust vacation leave accruals prior to an unpaid disability leave under Article 10.

The abuse of sick leave shall constitute just cause for disciplinary action.

Any medical examination required by the Appointing Authority under Article 11, Section 3D shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report. Upon request, the employee shall receive a copy of the medical report.

**Section 4. Requests.** Whenever practicable, employees shall submit written requests for sick leave, on forms furnished by the Appointing Authority, in advance of the period of absence. When advance notice is not possible, employees shall notify their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond promptly and shall answer all written requests in writing. Written requests for sick leave shall only state which category of leave specified in Section 3A and B is to be used. However, the supervisor may orally inquire into the specific reason for the request.

**Section 5. Sick Leave Charges.** An employee using sick leave shall be charged for only the number of hours he/she was scheduled to work during the period of sick leave. In no instance shall sick leave be granted for increments of less than one-quarter (1/4) hour except to permit use of lesser fractions that have been accrued. Holidays that occur during sick leave periods shall be paid as a holiday and not charged as a sick leave day.

Any employee incurring an on the job injury shall be paid the employee's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for employees so injured shall not commence until the first scheduled work day following the injury.

**Section 6. Transfer to Another Appointing Authority.** An employee who transfers or is transferred to another Appointing Authority without an interruption in service shall carry forward accrued and unused sick leave.

## **ARTICLE 10 - LEAVES OF ABSENCE**

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**Section 1. Application for Leave.** All requests for leaves of absence or extensions thereof shall be submitted in writing by the employee to the employee's immediate supervisor as soon as the need for such leave or extension is known. Extension may be requested orally with prompt written confirmation when the need for the submission is not known in time for a written request. The request shall state the reason for and the anticipated duration of the leave of absence.

**Section 2. Authorization for Leave.** Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for a leave of absence shall be answered by the supervisor promptly, including, upon request by the employee, a statement of the Appointing Authority's intent regarding whether or not the employee's position will be filled permanently. No leave of absence request shall be unreasonably denied and no employee shall be required to exhaust vacation leave accruals prior to a leave of absence except as required under Section 4F, Personal Leave.

When the Appointing Authority approves an unpaid leave of absence for an employee, the Appointing Authority shall advise the employee in writing of the steps the employee must take to continue insurance coverages.

When more than one (1) employee requests a discretionary leave and the Appointing Authority determines that a discretionary leave or leaves may be granted, such leave or leaves shall be granted on the basis of State Seniority to the most senior employee making such request, provided the Appointing Authority may deny such request of a senior employee(s) if the Appointing Authority determines that the senior employee(s) has special skills or knowledge that are needed to function properly and efficiently. No employee shall be permitted to exercise seniority more than once in any five (5) year period to receive priority consideration for a discretionary leave of absence. However, this restriction on the use of seniority would not preclude the employee from being granted additional leaves of absence where seniority for such leave is not an issue. The Appointing Authority reserves the right at any time to deny or limit the number of discretionary leaves as provided above.

**Section 3. Paid Leaves of Absence.** Paid leaves of absences granted under this Article shall not exceed the employee's normal work schedule.

- A. **Bereavement Leave.** The use of a reasonable period of sick leave shall be granted in cases of death of the spouse or parents and grandparents of the spouse, or the parents/step-parents, grandparents, guardian, children, grandchildren, brothers, sisters, wards, or stepchildren of the employee. In addition, bereavement leave limited to one (1) regularly scheduled shift shall be granted in the case of the death of the parent of the employee's minor child.

Time off to attend the funeral of individuals not listed above shall be charged against vacation leave if the employee's supervisor has approved the time off and such approval shall not result in any additional costs.

The supervisor shall make a reasonable effort to adjust the hours of an employee in order to permit his/her attendance at the funeral of a co-worker.

B. Court Appearance Leave. Leave shall be granted for appearance 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 instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid for the employee's regular rate of pay but shall remit to his/her Appointing Authority the amount received, exclusive of expenses, for serving as a witness, as required by the court.

Unpaid leave shall be granted for other appearances before a court, judicial or quasi-judicial body in response to a subpoena.

C. Educational Leave. Leave shall be granted for educational purposes if such education is required by the Appointing Authority.

D. Jury Duty Leave. Leave shall be granted for service upon a jury. Employees 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, the employee shall report to work.

E. Military Leave. Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity. The employee, upon receiving written notification of duty, must notify his/her immediate supervisor within three (3) calendar days of receiving that written notification.

F. Voting Time Leave. Any employee who is eligible to vote in any statewide primary or 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 employee has made prior arrangements for such absence with his/her immediate supervisor.

G. Emergency Leave. The Commissioner of Employee Relations, after consultation with the Commissioner of Public Safety, may excuse State employees from duty with full pay in the event of a natural or man-made emergency, if continued operation would involve a threat to the health or safety of individuals. Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Employee Relations authorizes a longer duration.

H. Blood Donation Leave. Leave shall be granted to employees to donate blood at an onsite and Appointing Authority endorsed program.

I. Election Judge Leave. Upon twenty (20) calendar days advance request, leave shall be granted for purposes of serving as an election judge in any election.

J. Transition Leave. At the Appointing Authority's discretion an employee under notice of permanent layoff may continue in payroll status for up to two (2) calendar weeks of paid leave, ending at the date of layoff. This leave shall not be subject to the Application and Reinstatement provisions of this Article.

#### Section 4. Unpaid Leaves of Absence.

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

- B. Educational Leave. Leave may be granted to any employee for educational purposes.
- C. Disability Leave. Leaves of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended. An employee who becomes disabled while on layoff or other leave of absence shall have the right to apply for and receive disability leave status so the employee becomes eligible for disability pension.
- D. Parenthood Leave. A Parenthood 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. The leave shall commence on the date requested by the employee and shall continue up to six (6) months provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority. An employee may commence this leave at any time in the first three (3) months following the birth or adoption of a child.
- E. Military Leave. Leave shall be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed five (5) years.
- F. Personal Leave. Leave may be granted to any employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article. Employees may be required to exhaust vacation leave accruals prior to personal leaves of absence of less than ten (10) working days.
- G. Precinct Caucus or Convention. Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.
- H. Union Leave. Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union Negotiating Team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency.

Upon the written request of the Union, leave shall be granted to employees who are appointed full time representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union Leave.

Leave time for service on a Union Master Negotiating Team/Assembly, supplemental negotiations, Agency meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a Union Master Negotiating Team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

- I. Leave for Related Work. Leave not to exceed one (1) year may be granted to an employee 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 employee's current work.

- J. Volunteer Firefighter/Emergency Medical Technician/Natural Disaster Leave.** Employees, who notify their supervisor in advance that they are emergency medical technicians or members of volunteer fire departments, may be granted leave to respond to calls. Leave may also be granted to Red Cross, Civil Defense or First Responder volunteers in the event of a natural disaster or other catastrophe. This leave does not apply to any Unit 4 or Unit 8 employee employed in direct care of residents or patients or in regular supervision of inmates, residents or students.
- K. 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.

**Section 5. Statutory Leaves.** A list of statutory leaves is contained in Appendix O to this Agreement. Statutory leaves are subject to change or repeal and are not grievable or arbitrable under the provisions of Article 17 of this Agreement.

**Section 6. Reinstatement after Leave.** An employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. Failure to contact the Appointing Authority about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from State service. The Local Union and the Appointing Authority may agree to waive the five (5) month reassignment restriction in order to temporarily fill the position of an employee on unpaid Military Leave until s/he returns from active duty. Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in his/her former position or another position in his/her former class/class option in his/her seniority unit, or a position of comparable duties and pay within his/her seniority unit. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the Appointing Authority. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. (See also Article 12, Section 7A, regarding return from a leave of absence to a vacancy.)

## **ARTICLE 11 - JOB SAFETY**

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**Section 1. General.** It shall be the policy of the Appointing Authority to provide for the health and safety of its employees by providing safe working conditions, safe work areas, and safe work methods. In the application of this policy, the prevention of accidents, the creation and maintenance of clean, sanitary, and healthful restrooms and eating facilities shall be the continuing commitment of the Appointing Authority. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and failure to use this equipment and procedures may result in disciplinary action. Employees shall cooperate in all safety and accident prevention programs.

**Section 2. Local Safety Committee.** There shall be established in each department and/or principal place of employment (for example: institutions, hospitals, colleges, transportation department areas, Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum, a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input

to the Committee. The chair of the Committee shall be appointed by the Appointing Authority. The Appointing Authority may consider having co-chairs, one management and one labor. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any. At the request of the Local Union or Safety Committee, hazard assessments will be made available for review.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections or safety related inspections by other public officials shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee along with the written reports of results, if any.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

### Section 3. Employee Safety.

- A. All incidents of workplace violence, unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor, or in his/her absence, the next higher level of supervision. Should the unsafe condition not be corrected within a reasonable time, the equipment or job practice shall be brought to the attention of the Safety Committee. Additionally, employees shall report any exposure to known or suspected carcinogens in writing on a separate form. A copy of the form shall be sent to the Local Safety Committee.
- B. 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, protective gloves, 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. The employee shall have the responsibility to use all such provided protective equipment.

- C. All employees who are injured or who are involved in an accident during the course of their employment shall file a first report of injury and/or an accident report, on forms furnished by the Appointing Authority, no matter how slight the incident. A copy of the first report of injury and/or accident report shall be furnished to the Safety Committee. All such injuries shall be reported to the employee's immediate supervisor and any necessary medical attention, including transportation if required, shall be arranged. The Appointing Authority shall provide assistance to employees in filling out all necessary Workers' Compensation forms, when requested.
- D. Any medical examination required by the Appointing Authority shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report. Upon request, the employee shall receive a copy of the medical report.
- E. During every four (4) hour period in which an employee spends all his/her time on a VDT/CRT, the employee will be given a five (5) minute alternative work assignment or if this is not practicable, a five (5) minute rest period scheduled to interrupt continuous operation of the machine. This five (5) minute rest period is in addition to the formal rest period provided in Article 5, is not cumulative, and cannot be used at the beginning or end of a shift, formal rest breaks, or a lunch period.
- F. Any pregnant employee assigned to operate a VDT/CRT or assigned direct care work with Department of Human Services residents/patients/clients, Faribault Residential Academies and Resource Center students, Department of Veterans Affairs' residents/patients, or Department of Corrections' inmates, may request reassignment to alternate work within her seniority unit. The Appointing Authority will attempt to accommodate such a request. Such reassignment shall not be subject to the provisions of Article 12, Section 4. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence, pursuant to Article 10, Section 4F.
- G. **Right to Refuse Work.** Consistent with M.S. 182.654, Subd. 11, employees have the right to refuse work in certain circumstances as specified in the statute.
- H. When infectious or contagious diseases are diagnosed among the inmate, resident or Academy student population, upon request of the Local Union, the Appointing Authority shall meet promptly with the Local Union to determine what steps, if any, are necessary to educate employees about the diseases and to determine what steps, if any, are necessary to safeguard the health and safety of the employees as well as the inmates, residents, and students.
- I. Upon request of the Union or Local Union, the Appointing Authority shall conduct an annual health survey for the purpose of identifying the incidence of known occupational hazards for those employees who by nature of their jobs face serious health dangers through continued exposure to radiation, and toxic or hazardous chemicals.

**Section 4. Meet and Confer on Assaultive Behavior.** Upon request of the Local Union, the Appointing Authority and/or designees shall meet and confer with the Local Union regarding employee safety issues related to work-related assault or injury.

**Section 5. Right to Know Training.** The Employer and Appointing Authorities agree to work with the Union and Local Unions to provide required Right to Know training to all employees. Training will be given to employees who are routinely exposed to hazardous substances, harmful physical agents, and infectious agents.

**Section 6. Building Safety.** Upon the occurrence of any condition threatening a building or the area around it, immediate action shall be taken by the Appointing Authority to safeguard personnel, documents, and funds. A building emergency plan shall be developed by the Appointing Authority. The plan for building emergencies shall specify areas to be used for safety from the elements. It shall also specify actions to be taken by all occupants in emergency situations including building evacuation, search for unidentified objects, and occupation of shelter areas. No employee shall be required to participate in any search for an explosive or incendiary device against his/her wish, nor suffer any loss of pay because of any building evacuation in an emergency situation.

**Section 7. Policy on VDT Ergonomics.** The VDT Ergonomics Policy adopted by the Statewide Safety Committee is contained in Appendix N. This policy is not subject to the grievance and arbitration provisions contained in Article 17 of this Agreement.

## **ARTICLE 12 - VACANCIES, FILLING OF POSITIONS**

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### **Section 1. Vacancies.**

A. **Defined.** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements, or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location thirty-five (35) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

### **B. Exceptions.**

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.
2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi-public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

**Section 2. Employment Condition.** "Employment condition" means any limitation on continuous employment caused by the number of hours of work assigned to an employee, and his/her appointment status. Hours of work may be full time, part time, or intermittent. Appointment status may be unlimited, temporary, emergency, or seasonal.

### **A. Hours of Work.**

1. **Full-time employee.** "Full-time employee" means an employee who is normally scheduled to work 80 hours in a biweekly payroll period.
2. **Part-time employee.** "Part-time employee" means an employee who is normally scheduled to work fewer than 80 hours in a biweekly payroll period.

3. **Intermittent employee.** "Intermittent employee" means an employee who works an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the agency require.

**B. Appointment Status.**

1. **Unlimited employee.** "Unlimited employee" means an employee who is appointed with no definite ending date.
2. **Temporary employee.** "Temporary employee" means an employee who is appointed with a definite ending date. A temporary employee's term of employment may not exceed a total of 12 months in any 24-month period in any one agency.
3. **Seasonal employee.** "Seasonal employee" means an employee who is appointed for no more than ten months during any 12 consecutive months but who is expected to return to work year after year.
4. **Emergency employee.** "Emergency employee" means an employee who is appointed for no more than 45 aggregate working days in any 12-month period for any single Appointing Authority.

**Section 3. Work Areas.** The Appointing Authority may define and/or redefine work areas provided that such work areas are based upon reasonable staffing and/or operational needs of the Appointing Authority and do not unreasonably diminish the bidding rights of employees. Upon request, the Appointing Authority will provide to the Local Union a list of current work areas.

**Section 4. Reassignment.**

- A. **Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within thirty-five (35) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1 of this Article.
- B. **Between Work Areas or Shifts.** If no vacancy has been created (or if a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee) and it is necessary to reassign an employee within thirty-five (35) miles, the Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned.
- C. **Temporary Reassignment.** Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

**Section 5. Job Posting.** [Note: When posting Unit 6 positions, refer to both this Article and Appendix Q for an explanation of position qualifications.] Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the qualifications for the position (if Unit 6), the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans is attached in Appendix J.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

**Section 6. Eligibility for Bidding.** Permanent non-probationary classified employees in a different employment condition or different shift from the posted vacancy or in a work area different from the posted vacancy shall be eligible to bid for any vacancy within their class (or class option) or another class option within that class for which they are qualified as determined by the Appointing Authority and seniority unit. However, for the purposes of bidding, an unlimited part-time employee who is not eligible for the full Employer insurance contribution (less than 75%) may bid to an unlimited part-time vacancy with full Employer insurance contribution (75% or above) and an unlimited part-time employee in a less than 50% position may bid on a 50% or greater unlimited part-time vacancy.

Any employee who has successfully filled a vacancy via a bid other than a seasonal work crew vacancy shall not be entitled to bid on another vacancy for a period of six (6) months following the date upon which the employee exercised the bid. However, a permanent non-probationary classified employee who is part-time unlimited, part-time seasonal or full-time seasonal may bid on a full-time unlimited vacancy at any time.

Eligible employees may bid on filling of a posted vacancy by submitting a written application to the Appointing Authority which must be received on or before the expiration date of the posting to receive consideration.

An employee who is away from his/her work location on assignment or approved vacation in excess of seven (7) calendar days, may submit an advance bid for individual vacancies posted during his/her absence. The advance bid shall indicate the division, section, classification/class option, employment condition and location of the position. Such advance bid shall be valid for the period of the absence or four (4) weeks, whichever is less. The employee shall be responsible for submitting the advance bid to the supervisor who is responsible for the posting.

Employees on seasonal layoff or permanent layoff shall be eligible to bid for any vacancy in the classification and seniority unit from which the employee was laid off. The employee is responsible to be aware of vacancies. The Appointing Authority shall not consider such a bid if acceptance would create a layoff or bumping situation or would prevent the recall of a more senior employee who was permanently laid off from the same class, employment condition and principal place of employment/location.

**Section 7. Filling Positions.** Vacant positions shall be filled as follows:

[Note: When filling Unit 6 positions, refer to both this Article and Appendix Q for an explanation of "position qualified."]

- A. **Bidding.** Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of Classification Seniority (State Seniority for Units 4 and 6), provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders. Bidders for Unit 6 positions must be position-qualified. [Note: for a posted vacancy in a Junior/Senior Plan, Classification Seniority is the combined Class Seniority of classes in the Junior/Senior Plan.]

Vacancies shall be filled by the posting and bidding process until there is no bid or until a maximum of three (3) such vacancies have been filled, whichever comes first. However, when a vacancy can be filled by an employee who has received notice of permanent layoff, only one (1) vacancy shall be filled by the posting and bidding process.

All bidders for a vacancy shall be notified, orally or in writing, of the acceptance or rejection of their bid in a timely manner.

When an employee returns from an approved leave of absence and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more Classification Seniority (State Seniority for Units 4 and 6) has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder. (See also Article 10, Section 6, regarding return from a leave of absence.)

Notwithstanding the above, the Appointing Authority shall not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation nor accept a bid from an employee in a different employment condition if acceptance of the bid would prevent the recall of an employee from the Seniority Unit Layoff List laid off from the same class, employment condition and location.

- B. **Seniority Unit Layoff List.** Selection shall next be made from the Seniority Unit Layoff List unless the vacancy is being filled by an employee with more classification seniority who has received notice of permanent layoff.
1. **Same Employment Condition.** Selection shall next be made from employees (position-qualified for Unit 6) on the Seniority Unit Layoff List in order of Classification Seniority (State Seniority for Units 4 and 6) if such a list exists pursuant to Article 15, Section 3H. No new appointments shall be made in a seniority unit in a class (or option) and employment condition for which a Seniority Unit Layoff List exists until all employees (must be position-qualified for Unit 6) on such list have been offered the opportunity to accept the position.

2. Different Employment Condition. Selection shall next be made from employees (position-qualified for Unit 6) on the Seniority Unit Layoff List in order of Classification Seniority (State Seniority for Units 4 and 6) for the class (or option) and seniority unit in which the vacancy exists who were laid off from an employment condition other than that of the vacancy to be filled. Selection shall be limited to the geographic area (within thirty-five (35) miles) of the position from which the employee was laid off.
- C. Claiming. Prior to accepting a claim, the agency has the option of filling the vacancy with a seniority unit employee (position-qualified for Unit 6) who has received notice of permanent layoff and has more state seniority than any claimer. If this option is not chosen, see Article 15, Section 3D3(g) regarding employee requests to claim positions in other seniority units to avoid layoff or bumping. However, if the agency must choose among claimers (position-qualified for Unit 6), seniority shall not be a consideration.
- D. Class (or Class Option) Layoff List. If the vacancy is not filled through the claiming process or with a seniority unit employee who has received notice of permanent layoff, selection shall next be made from among employees on the Class (or Class Option) Layoff List. Selection from employees on this list shall not be unreasonably denied. Unit 6 employees selected off a Class Layoff List must be position-qualified.
- E. Other. If the vacancy remains unfilled, the Appointing Authority shall have the option of filling the vacancy by the use of any of the following methods:
  1. Eligible List or Cooperative Placement Program. If a promotion is to be made from an eligible list or to a routine service position, selection shall be made from among employees within the same seniority unit in which the vacancy exists, whose names appear on the eligible list certified by the Department of Employee Relations or who have expressed interest in the Routine Service position in the order of State Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants certified from the list or referred for Routine Service appointment; or,
  2. Voluntary Demotion. If a voluntary demotion is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary demotion; or,
  3. Voluntary Transfer. If a voluntary transfer is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary transfer; or,
  4. Reinstatement. If reinstatement is to be used, selection shall be made by reinstating a former employee; or,
  5. Other. The Appointing Authority may also use any other appointment procedure pursuant to statute.

Upon request, the Appointing Authority shall provide to the Local Union President the name of the applicant selected, the method used to select the applicant and any lists of certified eligibles used in the selection procedure. In addition, and upon request, the Appointing Authority shall provide to the Local Union President the name of any employee reassigned pursuant to Section 4B.

When new classes (or class options) are established in the State service and in the seniority unit, employees within that seniority unit shall be afforded the opportunity to compete for appointment to vacancies in the new class through the selection process.

During the application of the posting, bidding and job filling process, the Appointing Authority may temporarily assign employees or make temporary appointments to vacancies to fulfill operational needs.

**Section 8. Effects of Changes in Position Allocations on the Filling of Positions.** When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of the position, such positions shall be considered vacant under the provisions of this Article and filled in accord with Sections 5, 6 and 7.

**Section 9. Effects of Reallocations on the Filling of Positions.** When the allocation of a position has been changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position, such situation shall be deemed a reallocation.

A reallocated position shall not be considered a vacancy under the provisions of this Article if the action leading to the change in the allocation of the position did not clearly result from the assignment of the incumbent to work out of class in a manner so as to by-pass the selection process, assignment of the incumbent to a vacancy in a new position which had not been allocated to a class, or other action taken without regard to the appropriate selection process.

When the reallocated position is not a vacancy, the incumbent employee shall be appointed to the reallocated position provided the employee has performed satisfactorily in the position and possesses any licensure, certification, or registration which may be required.

When the reallocated position is a vacancy or when the incumbent employee has not performed satisfactorily in the position or does not possess the required licensure, certification, or registration, the position shall be filled as provided in Sections 5, 6, and 7 of this Article.

When the incumbent is ineligible to be appointed to the reallocated position as provided above, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority. In this case, if the employee is not reassigned, transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply. Any such reassignment must precede use of the layoff provisions of this Agreement.

Employees may submit requests for job audits directly to the Department of Employee Relations or to an agency human resource office with delegated authority. An employee who has had a formal audit request submitted on his/her position shall be notified in writing of its receipt by the appropriate agency Human Resources Office.

Except for reallocations resulting from a study of an agency or division thereof initiated by the Department of Employee Relations or an Appointing Authority, if the incumbent of a position which is reallocated upward receives a probationary appointment to a reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after the receipt in the Department of Employee Relations or an agency human resource office with delegated authority of a reallocation request determined by the Department of Employee Relations or the delegated agency to be properly documented, and it shall continue from that date until the effective date of the probationary appointment.

The decision of the Commissioner of Employee Relations or an agency with delegated authority on the reallocation of any position shall not be subject to the grievance and arbitration provision of this Agreement.

An employee who is demoted as a result of a reallocation shall have his/her name placed on the Seniority Unit and Class. (or Class Option) Layoff Lists for the class from which he/she was reallocated.

The Employer shall provide the Union with information about reallocations of bargaining unit employees.

#### **Section 10. Probationary Period.**

A. **Required Probationary Period.** Except as provided below, all unlimited appointments to positions in the classified service shall be for probationary period specified in Section 10C.

No probationary period shall be required for a recall from a Seniority Unit Layoff List, or (for any employee laid off after October 23, 1995) for a recall from a Seniority Unit Layoff List within two (2) years of the date of layoff, a transfer in the same class under the same Appointing Authority, or a transfer or demotion to a previously held class under the same Appointing Authority.

B. **Discretionary Probationary Period.** An Appointing Authority may, with prior written notice to the employee, require a probationary period as specified in Section 10C for transfers and demotions to a new Appointing Authority or to classes in which the employee has not previously served, reemployment, reinstatement, recall from a Class (Class Option) Layoff List, or (for any employee laid off after October 23, 1995) recall from a Seniority Unit Layoff List more than two (2) years after the date of layoff.

#### **C. Length of Probationary Period.**

1. **50% or Greater Time Employees.** All probationary periods for all unlimited and seasonal employees who work 50% or more time shall be six (6) months. Any unpaid leaves of absence in excess of a total of ten (10) consecutive working days shall be added to the duration of the probationary period.

2. **Intermittents and Less Than 50% Time Employees.** All probationary periods shall be one thousand forty-four (1,044) working hours or a maximum of one (1) year. Working hours shall include hours actually worked, excluding overtime. Working hours shall also include paid holidays, compensatory time off taken, and paid leave taken in increments of less than the employee's normal work day.

3. **Reallocated Positions.** Notwithstanding 1 and 2 above, an incumbent appointed to a reallocated position shall serve a probationary period of three (3) months.

4. **Employees placed on layoff or seasonal layoff** prior to the completion of their probationary period shall be required to complete the probationary period upon return from the layoff or seasonal layoff.

5. **Time served on a temporary or a provisional appointment** (up to a maximum of one-half (1/2) of the probationary period) shall be credited toward the completion of the probationary period in the same position, class and seniority unit provided there is no break in service of more than one (1) payroll period.

6. **Employees promoted prior to the completion of their probationary period** to a higher class in the same occupational field shall complete their probationary period in the lower class by service in the higher class.

7. **Employees demoted during or at the end of a probationary period** shall have the time in the higher class count toward the probationary period in the class to which such employees are demoted.
- D. **Probationary Evaluation.** During the probationary period, the Appointing Authority shall conduct a minimum of one (1) performance counseling review of the employee's work performance at the approximate mid-point of the probationary period and furnish the employee with a written copy of the evaluation. Whenever practicable, intermittent employees shall have an initial performance review ninety (90) working days into their appointment. Employees shall be informed of areas of needed improvement.
- E. **Trial Period.** Employees who have been appointed to a new class or transferred and required to serve a probationary period shall have a trial period of fifteen (15) calendar days for the purpose of evaluation. During this trial period, the employee may elect to return to the former position.
- F. **Non-certification.** An Appointing Authority who does not certify a probationary employee shall notify the employee in writing with a copy to the Local Union of the reasons for the non-certification. The Union shall have the right to challenge such reasons through the third step of the grievance procedure. However, for any grievance other than non-certification, employees with permanent status in another class and serving a subsequent probationary period shall not be denied use of Article 17 through the arbitration process.

The employee who is non-certified shall be returned to his/her former class within the seniority unit from where the employee came, and if a vacancy exists, to the same geographic area. If there is no vacancy in the employee's former class and seniority unit, the layoff provisions of this Agreement shall apply. An employee who is non-certified following recall from a Seniority Unit Layoff List shall be returned to the layoff list for the time remaining.

**Section 11. Performance Evaluations.** See Article 18, Section 11, Performance Evaluations.

## **ARTICLE 13 - PROMOTIONAL RATINGS**

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Promotional ratings required by the Employer in conjunction with an examination shall be prepared for each employee who is a candidate for that examination in an objective manner. No employee will be rated by a supervisor who is an applicant for the same examination. Prior to being processed by the Appointing Authority the employee's final rating shall be discussed with the employee by the supervisor who signs the rating form and a signed copy of the rating shall be furnished to the employee.

## **ARTICLE 14 - TRANSFERS BETWEEN AGENCIES**

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Employees may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which they wish to transfer with a copy to the Personnel Office of the Appointing Authority by which they are currently employed.

If the receiving Appointing Authority does not require a new probationary period, the sending Appointing Authority shall agree to the transfer.

## **ARTICLE 15 - LAYOFF AND RECALL**

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**Section 1. Layoff.** An Appointing Authority may lay off an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the service of the employee.

Any reduction in hours of a less than full-time employee, except for intermittents, which would place the employee outside the bargaining unit shall constitute a layoff and shall be implemented in accord with the provisions of this Article.

**Section 2. Labor-Management Cooperation.** When an Appointing Authority initiates a planning process or management study which is anticipated to result in layoff, the Appointing Authority will meet and confer with the Local Union during the decision planning phase and again during the implementation planning phase. The Appointing Authority and the Local Union shall enter into negotiations regarding a Memoranda of Understanding upon request of either party to modify this Agreement regarding the implementation plans which shall include, but are not limited to, the following:

- Length of layoff notice;
- Job and retraining opportunities;
- Alternative placement methods;
- Early retirement options pursuant to M.S. 43A.24, Subd. 2(i);
- Bumping/vacancy options for part-time employees to preserve their insurance eligibility or contribution; and
- Other methods of mitigating layoff or their effect on employees.

### **Section 3. Permanent Layoff.**

- A. **Determination of Position(s).** The Appointing Authority shall determine the position(s) in the class or class option, if one exists, and employment condition and work location which is to be eliminated.
- B. **Advance Notice.** In the event a permanent layoff in the classified service of seniority unit employees becomes necessary, the Appointing Authority shall notify the Union and the Local Union President of the classification(s), number of positions and the employment condition(s) to be eliminated at least thirty (30) calendar days whenever practicable, but at least twenty-one (21) calendar days prior to the effective date of the anticipated 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) therefor and the estimated length of the layoff period, to all affected employee(s) and to the Local Union President. The Appointing Authority may establish a date, no more than seven (7) calendar days prior to the effective date of the layoff, by which employees must choose the layoff option they will exercise. This date shall be indicated in the written notice of the layoff.

The written notice of a permanent layoff shall include a list of existing and anticipated vacant positions that an employee may accept in accord with Section 3D of this Article, a statement explaining the procedure to contact the Department of Employee Relations to arrange for advisory testing, and notice of the need to indicate interest in temporary work. The written notice of a permanent layoff shall also include a general reference to the employee's claiming rights. The Appointing Authority shall provide the employee with information needed to apply for unemployment insurance and forms for continuing insurance coverage.

- C. **Layoff Notification.** The Appointing Authority shall send a layoff notice to the employee in the position to be eliminated. At the Appointing Authority's discretion, an employee under notice of permanent layoff may continue in payroll status for up to two (2) calendar weeks of paid leave, ending at the date of layoff. Such leave shall not be subject to the Application and Reinstatement provisions of Article 10.

Upon request, an Appointing Authority shall provide an employee on notice of layoff assistance in searching for State employment.

Provisional, temporary and emergency employees shall be terminated before any layoff of probationary or permanent employees in the same class, employment condition and geographic location/principal place of employment.

Provisional employees shall be separated in inverse order of the date of their provisional appointment.

- D. **Procedure.** The following provisions are all subject to the conditions for bumping or accepting vacancies which are contained in Section 3E. In all cases, the employee exercising an option is restricted to those positions within the same seniority unit (except in Option g) and the same employment condition (except in Options f, g and h). For layoffs related to Unit 6 positions, refer to both this Article and Appendix Q for an explanation of "position-qualified."

1. The employee in the position to be eliminated shall either:

- a. Bump the least senior employee in the same class (or class option or another class option within that class for which the employee is determined by the Employer to be qualified) and the same shift within his/her work area within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6). This bumped employee shall bump the least senior employee in the work area within thirty-five (35) miles of the employee's current work location regardless of shift (employee must be position-qualified if Unit 6). If that is not possible, this bumped employee shall be laid off in accord with Section 3 of this Article. The least senior employee in the work area within thirty-five (35) miles of the employee's current work location regardless of shift, if bumped, shall be laid off in accord with Section 3 of this Article; or

- b. Accept a vacancy in the same class (or class option or another class option within that class for which the employee is determined by the Employer to be qualified) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6); or

- c. Accept a vacancy in an equal class in which the employee previously served within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

2. If options "1b" and "1c" above are not available, and the employee chooses not to accept option "1a", or option "1a" is not available, the employee shall either:

- a. Bump the least senior employee in the same class (or class option or another class option within that class for which the employee is determined by the Employer to be qualified) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6); or,
  - b. Accept a vacancy in an equal class in which the employee has not previously served and for which the employee is determined by the Employer to be qualified and within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).
3. If neither "2a" nor "2b" above is available or if only "2a" above is available, the employee may choose any of the following options:
- a. **Layoff.**
  - b. **Vacancy Within Thirty-Five (35) Miles.** Accept a vacancy in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);
  - c. **Vacancy Outside Thirty-Five (35) Miles.**
    - (1) **Same/Equal Class.** Accept a vacancy in the same class (or class option or another class option within that class for which the employee is determined to be qualified by the Employer), or in an equal class in which the employee has previously served or for which the employee is determined to be qualified by the Employer more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);
    - (2) **Lower Class.** Accept a vacancy in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);
  - d. **Bump Within Thirty-Five (35) Miles.**
    - (1) **Equal Class.** Bump the least senior employee in an equal class (or class option) in which the employee previously served (or another class option within the class for which the employee is determined to be qualified by the Employer) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);
    - (2) **Lower Class.** Bump the least senior employee in a lower class (or class option) in which the employee previously served (or another class option within the class for which the employee is determined to be qualified by the Employer) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

e. **Bump Outside Thirty-Five (35) Miles.**

- (1) **Same/Equal Class.** Bump the least senior employee in the same class (or class option) or the least senior employee in an equal class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);
  - (2) **Lower Class.** Bump the least senior employee in a lower class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).
- f. **Bump Temporary Appointment.** Bump any employee on a temporary appointment in the same class who has more than thirty (30) calendar days remaining on such temporary appointment and is within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6). The temporary employee so bumped shall be separated.

Any employee bumped pursuant to this Section shall be laid off in accord with Section 3A-D of this Article.

- g. **Claiming.** During the layoff notice period, an employee may request to transfer or demote to a non-temporary classified vacancy in another seniority unit in the same, transferable, or lower class (or class option) in which the employee previously served or for which the employee is determined to be qualified by the Employer, and the receiving Appointing Authority shall not unreasonably deny the request (for Unit 6, the employee must be position-qualified). Employees may not request a transfer or demotion to another Appointing Authority if such a vacancy is available to the employee at a pay level equal to the requested vacancy within thirty-five (35) miles of the employee's current work location which the current Appointing Authority determines to fill or if the employee has previously requested and has been offered a vacancy under this provision in the same or an equal class in the same employment condition within thirty-five (35) miles of the current position.

If the employee successfully claims but cannot be appointed until after the scheduled layoff date, the current Appointing Authority shall place the employee on unpaid leave or, upon mutual agreement, vacation leave until the new appointment begins. Vacation leave usage is not subject to Section 3 of Article 8.

For employees who transfer or demote to another seniority unit under this provision and who do not successfully complete the probationary period, the following shall apply:

- (1) If the layoff notice period has expired, the employee shall be placed on layoff from his/her original seniority unit, class, employment condition, and location. Such employees are not subject to 3A - 3G of this Article but shall become eligible to be placed on layoff lists in accord with 3H on the effective date of the non-certification.
- (2) If the layoff notice period has not expired, the employee shall be returned to his/her original seniority unit, class, employment condition, and location for the remainder of the notice period. Such employees shall not claim additional positions.

h. **Vacancy or Bump in Different Employment Condition Within Thirty-five (35) Miles.** An unlimited full-time or unlimited part-time employee may exercise this option only if 1a and 2a above are not available. An unlimited full-time employee may bump the least senior employee or accept a vacancy in the unlimited part-time employment condition and an unlimited part-time employee may bump the least senior employee or accept a vacancy in the unlimited full-time employment condition in the same class (or class option or another option within that class for which the employee is determined to be qualified by the Employer) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

E. **Conditions for Bumping or Accepting Vacancies.** The following shall govern bumping and accepting vacancies pursuant to Section 3A-D:

1. In all cases of bumping, the employee exercising bumping rights must have greater Classification Seniority (when bumping into a position in Unit 2, 3, 7 or 8) or State Seniority (when bumping into a position in Unit 4 or 6) in the class into which the employee is bumping than the employee who is to be bumped.
2. An employee who does not have sufficient Classification Seniority (State Seniority for Units 4 and 6) to bump into a previously held class shall not forfeit the right to exercise Classification Seniority (State Seniority for Units 4 and 6) to bump into the next previously held class in the same seniority unit.
3. Any employee who has the option to fill a vacancy in the same class or in a class in which the employee previously served must possess more Classification Seniority (State Seniority for Units 4 and 6) than bidders, if any, to fill the vacancy.
4. Any employee who has the option to fill a vacancy in a class in which the employee has not previously served shall fill the vacancy only if there are no bidders.
5. When a vacancy exists in a class into which the employee has a right to bump the employee must accept the vacancy prior to exercising the option to bump except Option D1a.
6. If more than one employee (must be position-qualified if Unit 6) opts to fill a vacancy or bump another employee, the employee with the greater seniority (Classification Seniority or State Seniority whichever is applicable) shall have priority in exercising that option.
7. When two (2) or more employees in the same class (or class option) and employment condition are being simultaneously laid off, the Union and the Appointing Authority may mutually agree to selection of layoff options among the affected employees.
8. Employees converted to Clerk 4, Clerk Steno 4, or Clerk Typist 4 on September 25, 1979 may bump to the 3 level within the same series.

Employees who were reclassified from Janitor, Senior to General Maintenance Worker 4 on July 1, 1986 may bump to General Maintenance Worker..

The Appointing Authority need not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation nor a bid from an employee in a different employment condition if acceptance of the bid would prevent the recall of an employee from the Seniority Unit Layoff List laid off from the same class, employment condition, and location.

F. **Junior/Senior Plans.** When layoffs take place in the senior class of a Junior/Senior Plan, as defined by the Employer, and the employee demotes or bumps to the junior class as provided in the layoff procedure, the junior position shall simultaneously be reallocated to the senior class, provided that the employee is qualified for the reallocation under the terms of the Junior/Senior Plan.

G. **Rights of Excluded Employees Entering the Bargaining Unit.** Employees who have accepted positions in a bargaining unit not represented by the Union or positions excluded from any bargaining unit shall have bumping rights into a position in a bargaining unit represented by the Union in a class in which the employee previously served or in a class for which the employee is determined to be qualified by the Employer only under the following conditions:

1. The employee may bump only into a position under the same Appointing Authority. For purposes of this Section only, Appointing Authority in the Department of Transportation is the same as seniority unit.
2. The employee shall have exhausted all bumping rights within his/her own bargaining unit or, if not in a bargaining unit, within the applicable framework.
3. The employee shall fill a vacancy in a class in which he/she has previously served or for which he/she is determined to be qualified by the Employer and for which there are no bidders prior to bumping any employee in a bargaining unit represented by the Union. Employees in bargaining units represented by the Union shall be able to fill a vacancy prior to the vacancy being filled by an employee from a bargaining unit not represented by the Union.

All bumps under this part are subject to the general conditions provided for in this Article.

H. **Layoff Lists.**

1. **Seniority Unit Layoff List.** The names of employees who have been laid off or have accepted a demotion or another employment condition in lieu of layoff, or been demoted as a result of a reallocation, shall be automatically placed on a Seniority Unit Layoff List for the seniority unit, class (or class option), geographic location and employment condition from which they were demoted, laid off or reallocated downward, in the order of their Classification Seniority (State Seniority for Units 4 and 6).

Employees may also indicate, in writing on a document provided by the Appointing Authority, other employment conditions and geographic locations for which they are available. Employees who were not able to bump, transfer, or demote to a previously held class(es) in lieu of layoff shall be placed on the Seniority Unit Layoff List for the previously held bargaining unit class(es) for which they have indicated availability. Employees shall indicate, in writing on a document provided by the Appointing Authority, the class(es), geographic location(s) and employment condition(s) for which they are available. Employees may change their availability by notifying the Department of Employee Relations in writing. 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 employee's State Seniority, to a maximum of eight (8) years.

2. **Class (or Class Option) Layoff List.** The names of such employees shall also be placed on a Class (or Class Option) Layoff List for the class (or class option) from which they were demoted in lieu of layoff, laid off, or reallocated downward in order of their Classification Seniority (State Seniority for Units 4 and 6). Employees who were not able to bump, transfer, or demote to previously held class(es) in lieu of layoff shall also be placed on the Class (or Class Option) Layoff List for the previously held bargaining unit class(es) for which they have indicated availability. Names shall be retained on the Class (or Class Option) Layoff List for a minimum of one (1) year or for a period of time equal to the employee's Classification Seniority (State Seniority for Units 4 and 6), to a maximum of three (3) years.

When an employee's name is placed on the Class (or Class Option) Layoff List, the employee shall indicate, in writing on a document provided by the Appointing Authority, the geographic location(s) and the employment condition(s) for which he/she would accept employment. The employee may change his/her availability by notifying the Department of Employee Relations.

- I. **Advisory Testing.** For a period of ninety (90) calendar days after an employee has been permanently laid off from State service, the employee may identify equal and lower classifications not currently open for application and shall be afforded advisory testing for such classifications. If qualifying, the employee's name shall be added to the eligible list(s). Employees who are certified from these lists to their former seniority unit shall be considered on the basis of State Seniority in the manner provided in Article 12, Section 7E1.
- J. **Recall.** Employees shall be recalled from layoff in the order in which their names appear on the Seniority Unit Layoff List as provided in Section 3H of this Article.

An employee shall be notified of recall by written personal notice (receipted) or certified mail (return receipt required) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. The employee 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. It shall be the employee's responsibility to keep the Appointing Authority informed of the employee's current address.

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

- K. **Removal From Layoff Lists.** Employees shall be removed from all layoff lists for any of the following reasons:
1. Recall to a permanent position from either layoff list except that an employee recalled to a permanent position in a different seniority unit or a different employment condition shall remain on the Seniority Unit Layoff List for his/her former location and employment condition only. An employee who is recalled to a different seniority unit and who does not successfully complete the probationary period, shall be restored to the Seniority Unit Layoff List for the remainder of the time period originally provided in Section 3H.
  2. Failure to accept recall to a position which meets the availabilities specified by the employee except that employees who fail to accept recall from the Class (or Class Option) Layoff List shall be removed only from that list. An employee who fails to accept recall to an employment condition for which the employee indicated availability shall remain on the Seniority Unit Layoff List for his/her former employment condition only.

3. Appointment to a permanent position in a class which is equal to or higher than the one for which the employee is on layoff list(s). If the employee is non-certified in this position, the employee's name will be placed back on the layoff list(s) for the time remaining.
4. Resignation, retirement or termination from State service.

#### **Section 4. Seasonal Layoff.**

- A. **Determination of Position(s).** The Appointing Authority shall determine the position(s) in the class or class option, if one exists, and employment condition and principal place of employment which are affected.
- B. **Advance Notice.** The Appointing Authority shall notify the Union and the Local Union President of the classification(s), number of positions and employment condition(s) to be seasonally laid off at least fourteen (14) calendar days prior to the effective date of the anticipated layoff. At least fourteen (14) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the seasonal layoff to all employee(s) about to be seasonally laid off and to the Local Union President. The written notice of a seasonal layoff to seasonal employees shall include the reason for the seasonal layoff, anticipated date of recall, the anticipated length of the work season subsequent to the layoff, and notice of the need to indicate interest in temporary work.
- C. **Layoff Order.** Seasonal employees shall be seasonally laid off in inverse order of Classification Seniority (State Seniority for Units 4 and 6) within the employment condition, seniority unit and principal place of employment of the affected position(s) unless waived by mutual agreement between the employee and the Appointing Authority.
- D. **Record of Employees on Seasonal Layoff.** Each Appointing Authority shall maintain its own record of employees on seasonal layoff for recall purposes.
- E. **Recall from Seasonal Layoff.**

Seasonal employees shall be recalled in the order of Classification Seniority (State Seniority for Units 4 and 6) to the seniority unit, employment condition, and principal place of employment from which they were laid off.

An employee on seasonal layoff shall be notified of recall by written personal notice (received), or certified mail (return receipt required) sent to the employee's last known address, at least fifteen (15) calendar days prior to the reporting date. The employee 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. It shall be the employee's responsibility to keep the Appointing Authority informed of the employee's current address.

- F. **Removal from the Seasonal Layoff Record.**

Seasonal employees shall be removed from the seasonal layoff record for any of the following reasons:

1. Failure to accept recall to a seasonal position.
2. Conversion of the employee to permanent layoff as defined in Section 4G.
3. Resignation, retirement, or termination from State service.

4. Acceptance of a full-time or part-time unlimited position.

**G. Conversion to Permanent Layoff.**

A seasonal employee shall be on permanent layoff in the following circumstances:

1. the principal place of employment is abolished;
2. there is no anticipated date of recall;
3. the employee is not recalled from seasonal layoff within sixty (60) calendar days of the anticipated date of recall.

A seasonal employee who is permanently laid off shall have the right to exercise all the options under Section 3D.

**Section 5. Temporary or Emergency Positions.** If a position is to be filled by a temporary or emergency appointment, the appointment shall be offered to employees in the following order prior to filling the position by any other means:

- A. Employees who are permanently laid off and not employed by the State if the position is in the same class, seniority unit, and geographic area from which they were laid off in order of Classification Seniority (State Seniority for Units 4 and 6);
- B. Employees who are permanently laid off and not employed by the State if the position is in the same seniority unit and geographic area from which they were laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority;
- C. Seasonal employees who are seasonally laid off if the position is in the same class and principal place of employment from which they were seasonally laid off in the order of Classification Seniority (State Seniority for Units 4 and 6);
- D. Seasonal employees who are seasonally laid off if the position is in the same principal place of employment from which they are seasonally laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority.

In order to be eligible for emergency and temporary appointments, an employee must indicate in writing an interest to the Appointing Authority at the time of layoff.

The notice provisions of Section 3C and Section 4E shall not apply for filling such positions.

Employees accepting such positions shall be eligible employees for purposes of holidays, vacation leave, sick leave, and insurance. Such employees shall be eligible to bid only on vacancies in the class and seniority unit from which they were permanently or seasonally laid off under the provisions of Article 12, Section 6 of this Agreement. Upon expiration of the appointment, the employee shall return to full layoff status.

**Section 6. Limited Interruptions of Employment.** Any interruption in employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continues two (2) calendar weeks or less shall not be considered a layoff. Such limited interruption or reduction in hours may occur as a result of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons.

Prior to implementing a limited interruption of employment or a reduction in hours, the Appointing Authority, whenever practicable, shall meet with the Local Union to discuss the need for such action.

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift, and work location, the least senior employee(s) affected shall have their work interrupted or hours reduced. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit employees.

In the event limited interruptions of employment occur, employees shall, upon request, be entitled to advance of hours up to his/her scheduled hours in order to provide the employee 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 an employee's accumulated and unused vacation leave. If an employee elects to draw such advances, the employee shall not be permitted to reduce the employee's vacation accumulation below the total hours advanced. However, no employee 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 employee has been advanced under this Section. All overtime hours worked subsequent to such advances shall be credited against the employee's aggregate advance of hours until the advance is reduced to zero (0). Employees may use compensatory time in lieu of vacation to provide a full paycheck. An Appointing Authority may require employees who have accrued compensatory time to use such time before the use of vacation. Such employees may choose not to make up the lost hours.

On the payroll period ending closest to November 1st of each year, all employees 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 employee's accumulated and unused vacation leave.

**Section 7. Subcontracting.** In the event the Appointing Authority finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the Local Union 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 Local Union and discuss ways and means of minimizing any impact the subcontracting may have on the employees.

**Section 8. Voluntary Reduction in Hours.** Appointing Authorities may allow employee(s) to take unpaid leaves of absence to reduce layoffs otherwise necessary. If it is necessary to limit the number of employees in a work unit on unpaid leave at the same time, the Appointing Authority shall determine whether conflicts shall be resolved among classes or within a particular class based upon staffing needs. In either event, leave shall be granted on the basis of State Seniority within the employee's work unit.

Such employees taking leaves of absence under this Section shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the employees 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. Upon return from leave, the employee shall return to his/her former position.

**Section 9. Exclusion.** The provisions of this Article shall not apply to unclassified employees.

## **ARTICLE 16 - DISCIPLINE AND DISCHARGE**

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**Section 1. Purpose.** Disciplinary action may be imposed upon an employee only for just cause.

**Section 2. Union Representation.** The Appointing Authority shall not meet with an employee for the purpose of questioning, in person or by a phone interview, the employee during an investigation that may lead to discipline without first offering the employee an opportunity for union representation, and such meeting shall not take place until a Union representative is available or is released by his/her supervisor. Any employee waiving the right to such representation must do so in writing prior to the questioning, however, in the case of a phone interview, an employee may initially waive the right to representation orally. A copy of such waiver shall be promptly furnished to the Local Union President or Steward. The employee shall be advised of the nature of the allegation(s) prior to questioning. However, if any employee is being questioned during an investigation of resident/patient abuse, the employee, upon request, shall have the right to union representation. If an employee is being questioned for any other purpose, the employee shall be given a general overview of the nature of the investigation. Upon request, an employee shall be provided a copy of the transcript of his/her interview, if available, and/or be allowed to listen to a tape of his/her interview, if any.

**Section 3. Disciplinary Procedure.** Disciplinary action or measures shall include only the following:

1. oral reprimand;
2. written reprimand;
3. suspension;
4. demotion; and
5. discharge.

If the Appointing Authority has reason to discipline an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public. Oral reprimands shall be identified as such.

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 employee in writing of the specific reason(s) for such action, and shall provide the Local Union with copies of any written notices of disciplinary action.

An employee who has been notified by his/her Appointing Authority that he/she is being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its conclusion.

**Section 4. Investigatory Leave.** The Appointing Authority/designee may place an employee who is the subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such leave.

**Section 5. Discharge.** The Appointing Authority shall not discharge any permanent employee without just cause. If the Appointing Authority feels there is just cause for discharge, the employee and the Local Union shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefor and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to union representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Appointing Authority

agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee 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.

**Section 6. Appeal Procedures.** Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in Article 17.

The Union shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accord with this procedure through the arbitration step if deemed necessary.

The termination of unclassified employees is not subject to the arbitration provisions of Article 17 (Grievance Procedure).

**Section 7. Personnel Files.**

A. **Materials in File.** Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record.

An oral reprimand shall not become a part of an employee's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel record. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response included therein.

Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's personnel file.

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 Union.

B. **Employee/Union Access to File.** The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Union representative upon the written request of the employee. In the event a grievance is initiated under Article 17, the Appointing Authority shall provide a copy of any items from the employee's personnel office record upon the request of the employee. Up to ten (10) copies of such material shall be without cost to the employee, Local Union, or Union.

C. **Removing Materials from File.** Upon the employee's request, the following documentation shall be removed from the employee's personnel file:

1. a written reprimand provided that no further disciplinary action has been taken against the employee for two (2) years from the date of the written reprimand;

2. a written record of a suspension of ten (10) days or less provided that no further disciplinary action has been taken against the employee for three (3) years from the effective date of the suspension;
3. a written requirement to provide a medical statement (and any such statements) due to suspected sick leave abuse, provided that the employee has not received such a requirement for one (1) year from the expiration of the previous requirement.
4. a "letter of expectation" provided that the employee has performed satisfactorily for one (1) year from the date of the "letter of expectation".

A written request to remove a document from a personnel file under this section shall not be placed in the file.

Materials removed pursuant to this section shall be provided to the employee.

**Section 8. Resignations.** An employee shall have the right to withdraw a written resignation within three (3) calendar days of its submission.

## **ARTICLE 17 - GRIEVANCE PROCEDURE**

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**Section 1. Grievance Procedure.** A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Employees are encouraged to attempt to resolve the occurrence of any grievance on an informal basis with the employee's immediate supervisor at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

### **Section 2. Processing Grievances.**

A. **Release-time.** Union Representatives and the grievant, as specified in "B" below, shall be allowed a reasonable amount of time, without loss of pay, during working hours while on the Appointing Authority's premises to investigate or process grievances in steps 1 through 3. Union representatives and the grievant shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor, which shall not be unreasonably withheld.

#### **B. Representatives.**

**Step 1:** Up to two (2) of the following Union Representatives may participate: Union Steward, Chief Steward, Union President, Union Vice-President, with or without the grievant.

**Steps 2 and 3:** Up to three (3) of the same Union Representatives may participate with or without the grievant. In addition, the Union Staff Representative may participate in Step 3.

Upon agreement of the Union and the Employer, the Local Union Steward, Chief Steward, President, and Vice-President need not be from the same seniority unit or bargaining unit as the grieving employee.

C. See Appendix M entitled "Appointing Authority/Designee's Duty to Furnish Information to Exclusive Representatives Regarding Contract Grievances."

**D. Steps.**

STEP 1: The designated Union Representative(s), with or without the employee, shall attempt to resolve the matter with the employee's immediate supervisor within twenty-one (21) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond to the Union Representative within seven (7) calendar days.

STEP 2: If the grievance has not been resolved to the satisfaction of the Local Union within seven (7) calendar days after the immediate supervisor's response is due, it may be presented in writing by the designated Union Representative to the next level of supervision which has been designated by the Appointing Authority to process grievances. The written grievances shall state the nature of the grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly violated, and the relief requested. The designated Appointing Authority Representative shall arrange a meeting with the Union Representative(s) to discuss the grievance within seven (7) calendar days. A written response shall be forwarded to the Union Representative within seven (7) calendar days of the meeting.

STEP 3: If the grievance still remains unresolved, it may be presented to the Appointing Authority or designated representative by the designated Union Representative within seven (7) calendar days after the Step 2 response is due. The Appointing Authority or designee shall arrange a meeting with the designated Union Representative(s) within seven (7) calendar days. The Appointing Authority or designee shall respond to the Union Representative and the Union staff representative in writing within seven (7) calendar days.

STEP 4: If the grievance remains unresolved after the response of the Appointing Authority is due, the Union shall have sixty (60) calendar days in which to submit a letter to the State Negotiator and the Appointing Authority stating its desire to proceed to arbitration. Within five (5) calendar days after the Union has notified the State Negotiator that it desires to proceed with the arbitration of the grievance the parties shall determine the arbitrator to hear the arbitration by the method provided for in Section 3 of this Article. Except as provided in the procedures for Section 4, expenses for the arbitrator's services and the proceedings shall be borne by the losing party, however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a charge, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties. Except as provided in the procedures for Section 4, the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the other party and the arbitrator.

E. The Union and the Employer agree to meet and confer to review the grievance procedure as it applies to small agencies and boards.

**Section 3. Arbitration.** Except as indicated in Section 4 below, all arbitrations arising under this Agreement shall be conducted by an Arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon the arbitrator, the parties shall request a list of five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Union shall have the right to strike two (2) names from the list. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one (1) name and the process shall be repeated and the remaining person shall be the arbitrator.

**Section 4. Expedited Arbitration.** The parties agree to utilize an expedited arbitration procedure for mutually identified grievances in the interest of achieving swift and economical resolution of those grievances.

**Section 5. Arbitrator's Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties of this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented.

**Section 6. Time Limits.** If a grievance is not presented within the time limits set forth above or the time limits set forth in a Supplemental Agreement, it shall be considered "waived." If a grievance is not appealed to the next step or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority's last answer. If the Appointing Authority or its agents does not answer a grievance or an appeal thereof within the specified time limits, the Union or its agents 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 its agents and the Union or its agents in each step and such extension will not be unduly denied. By mutual agreement of the Appointing Authority and the Union, the parties may waive Steps 1, 2 and/or 3.

By mutual agreement of the parties, time limits may be extended for the purpose of entering an employee into an Employee Assistance Program. Requests by the Union or Appointing Authority to so extend time limits shall not be unreasonably denied. All such agreements shall be in writing and signed by both the Union or its agents and the Appointing Authority or its agents.

## **ARTICLE 18 - WAGES**

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**Section 1. Salary Ranges.** The salary ranges for classes covered by this Agreement shall be those contained in Appendix E. In the event that bargaining unit employees 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 the Department of Employee Relations which will advise the Union 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.

**Section 2. Conversion.** Effective July 1, 1997, all employees shall be assigned to the same relative salary step within the salary range for their respective class as specified in Appendix E, except as set forth below.

Employees 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, 1997, maximum rate set forth in Appendix E is equal to or less than the employee's salary as of June 30, 1997, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay.

Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

**Section 3. First Year Wage Adjustment.** Effective July 1, 1997, all salary rates and ranges shall be increased by three (3.0) percent, rounded to the nearest cent. The compensation grids for classes covered by this agreement are contained in Appendix E. Employees shall convert to the new compensation grid as provided in Section 2.

**Section 4. Second Year Wage Adjustment.** Effective July 1, 1998, all salary ranges and rates shall be increased by three (3.0) percent, rounded to the nearest cent. Salary increases provided by this Section shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class.

**Section 5. Progression.** All increases authorized by this Section shall be effective at the start of the pay period nearest to the completion of the months of required service, except for employees in the class Laborer, General, where increases shall be effective at the start of the pay period following completion of the required hours of service.

All employees, except Student Workers and temporary employees, who advanced to step 2 of their salary range on June 30, 1997 shall begin, effective that date, to complete a six (6) month service requirement for advancement to the third step.

Student Workers and temporary employees who advanced to step 2 of their salary range on June 30, 1997 shall begin, effective that date, to complete a twelve (12) month service requirement for advancement to the third step.

**A. Satisfactory Performance Based Progression Increases.**

1. Except for employees covered by A2, A3, B, C and D below, employees shall advance to the second, third, and fourth steps at the completion of six (6) calendar months of satisfactory continuous service at the previous step. Employees at or beyond the fourth step shall advance to the next higher step at the completion of twelve (12) months of satisfactory continuous service at that step, until the maximum rate of pay is attained.
2. Progression increases for employees in the class Human Services Technician shall be based on the completion of twelve (12) months of satisfactory continuous service at each step.
3. Progression increases for employees in the classes General Maintenance Worker, General Maintenance Worker (Lead), Building Maintenance Coordinator, Materials Transfer Driver, Storage Garage Coordinator, and Supported Employment Worker shall be based upon completion of the months of satisfactory continuous service specified on the salary grid for that class.

Except for employees covered by B, C and D below, Appointing Authorities may withhold such step increases because of unsatisfactory service, with written notice to the employee. Increases so withheld may subsequently be granted upon certification by the Appointing Authority that the employee has achieved a satisfactory level of performance. If an Appointing Authority fails to give the employee written notice that a step increase is to be withheld prior to the date on which the increase is due, the increase shall be granted.

- B. **Compensation Grid 2.** Employees shall advance to the second, third, fourth, and fifth steps at the completion of six (6) months of service at the previous step. Employees at the fifth step shall advance to step six (6) after completion of twelve (12) months of service.
- C. **Highway Maintenance Worker.** Progression increases for employees in the class Highway Maintenance Worker shall be based upon completion of the months of service specified on the salary grid for that class.
- D. **Laborer, General.** Employees in the class Laborer, General shall move through the salary range for that class according to the service requirements specified on that salary grid.
- E. **Duration of Service Requirements for Temporary Employees and Student Workers.** Employees on temporary appointments and employees in the classes Student Worker-Clerical, Student Worker-Custodial/Maintenance, Student Worker-Paraprofessional and Student Worker-Paraprofessional, Senior appointed after October 23, 1995, shall be eligible for step increases after twelve (12) months of service at a step.

If a temporary employee is subsequently appointed to an unlimited position with no break in service, continuous service in the temporary appointment shall be counted toward completion of the progression service requirement in the new position. If the employee is immediately eligible for a progression increase upon appointment to the unlimited position because they have completed at least six (6) months of continuous service at a step with a six (6) month service requirement, the increase shall be effective at the start of the pay period beginning on or after the date of the unlimited appointment.

#### **Section 6. Salary Upon Class Change.**

- A. **Promotion.** Employees 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.** 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 his/her 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.
- C. **Voluntary Demotion.** An employee who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. However, an employee 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 Employee Relations.

- D. **Demotion in Lieu of Layoff.** Any employee who demotes as part of the layoff procedure in Article 15 of this Agreement shall retain his/her current rate of pay or the rate of pay at the top of the pay range of the class to which he/she demotes, whichever is less. However, an employee may continue to receive a rate of pay in excess of the maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations. Employees covered by this Agreement who demote within a seniority unit as a result of a single layoff shall be treated consistently.
- E. **Non-certification During Probationary Period.** An employee who is not certified to permanent status and returns to his/her former class shall have his/her salary restored to the same rate of pay the employee would have received had he/she remained in the former class.
- F. **Reallocation Downward.** If a position is reallocated to a class in a lower salary range, and the salary of the employee exceeds the maximum of the new range, the employee shall be placed in the new class and shall retain his/her current salary. In addition, the employee shall receive any across-the-board wage increase as provided by this Agreement.

**Section 7. Shift Differential.** Effective July 1, 1997, the shift differential for employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 7:00 P.M. shall be fifty-five cents (55¢) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential.

**Section 8. Work Out of Class.** When an employee 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 employee shall be paid for all such hours at the employee'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 one (1) step higher than the employee's current salary, whichever is greater. If an employee is assigned to work out of class but does not meet the ten (10) consecutive work day standard, and within five (5) working days the employee is subsequently assigned to work out of class to the same assignment, the previous time served on work out of class will count towards meeting the ten (10) consecutive work day standard. When an employee is assigned to serve in a class for which the employee is on a layoff list, the employee shall be paid as provided above or the maximum step previously achieved by the employee, whichever is greater.

If the Appointing Authority determines to make a work-out-of-class assignment of six (6) or more consecutive months to a higher class represented by the Union, the Appointing Authority shall appoint the most senior capable and available employee among or within classes and among or within work areas as determined by the Appointing Authority.

**Section 9. Severance Pay.** All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service except for discharge for cause. Employees with less than twenty (20) years continuous State service shall receive severance pay upon mandatory retirement or retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State service and who are immediately entitled at the time of retirement to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay.

Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine-hundred (900) hour maximum.

In addition, employees who separate prior to January 7, 1998 shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation. Employees who separate on or after January 7, 1998, shall receive twelve and one-half (12 1/2) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Should any employee who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee'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 five years from termination of employment. In the event that a terminated employee 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 10. Injured on Duty Pay.** An employee 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, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under Workers' Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two hundred forty (240) times the employee's regular hourly rate of pay per disabling injury.

**Section 11. Performance Evaluations.** Employees shall be given the opportunity to sign the performance evaluation, but such signing does not indicate acceptance or rejection of the evaluation. The employee shall receive a copy of the performance evaluation at the time he/she signs it. Performance evaluations shall not be signed or presented by another employee covered by this Agreement. If the Appointing Authority adds comments to the performance evaluation after the evaluation has been signed by the employee, the Appointing Authority shall notify the employee of the change. The employee shall have twenty (20) calendar days from the date of the receipt of the finalized appraisal to file a written response in the employee's personnel file.

Pursuant to the Department of Employee Relations Administrative Procedure No. 20, an employee may appeal his/her performance rating to the Appointing Authority within thirty (30) calendar days of the official date of rating. The decision of the Appointing Authority is final. At the employee's request a Union Representative may be present during the appeal meeting(s).

Upon request, an employee is entitled to a copy of his/her current position description. Upon request of a local union, an Appointing Authority shall develop an internal appeal system to review disputes regarding the accuracy of position descriptions. The Appointing Authority shall meet and confer with the local union prior to implementation of the appeal system. Such position descriptions shall not be grievable.

**Section 12. Health and Dental Premium Accounts.** The Employer agrees to provide eligible employees with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

**Section 13. Medical/Dental Expense Account.** The Employer agrees to allow insurance eligible employees to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation, up to a maximum of five thousand dollars (\$5,000) per insurance year.

**Section 14. Dependent Care Expense Account.** The Employer agrees to provide insurance eligible employees 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 15. Deferred Compensation.** The Employer agrees to provide employees covered by this Agreement with a state-paid contribution to the deferred compensation program under M.S. 352.96. The state-paid contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis not to exceed one hundred dollars (\$100.00) per employee in each fiscal year of the Agreement.

## **ARTICLE 19 - INSURANCE**

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**Section 1. State Employee Group Insurance Program.** 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 employees will be provided with a Summary Plan Description describing these coverages. Such Summary Plan Description shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a Summary Plan Description within thirty (30) days of their date of eligibility.

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

- A. **Employees - Basic Eligibility.** Employees 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, and temporary, and intermittent employees; (2) student workers hired after July 1, 1979; and (3) interns.
- B. **Employees - Special Eligibility.** The following employees are also eligible to participate in the Group Insurance Program:
1. **Job-sharing Employees.** Consistent with M.S. 43A.44, Subdivision 2, an employee in the State job-sharing program may participate in the Group Insurance Program.
  2. **DNR Employees.** An employee 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 employee completes a year in which the basic eligibility requirements are not met; and commences again after the employee meets or is anticipated to meet the basic eligibility requirements in one (1) year.

3. **Seasonal Employees, Pre-7/1/77.** A seasonal employee who was receiving an Employer Contribution prior to July 1, 1977, may continue to participate in the Group Insurance Program, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
4. **Part-time and Seasonal Employees, Pre-4/1/67.** A part-time or seasonal employee in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, may continue to participate in the Group Insurance Program.
5. **Employees with a Work-related Injury/Disability.** An employee 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 an employee receives workers' compensation payments or while the workers' compensation claim is pending.
6. **Totally Disabled Employees.** Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
7. **Retired Employees.** An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

Consistent with M.S. 43A.27, Subdivision 3, a retired employee of the State who receives an annuity under a State retirement program may continue to participate in the health and dental coverages offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

8. **Highway Maintenance Worker Trainees.** An employee in the class of Laborer, General, who is not insurance eligible, shall become insurance eligible upon appointment to the class of Highway Maintenance Worker Trainee.
- C. **Dependents.** Eligible dependents for the purposes of this Article are as follows:
1. **Spouse.** The spouse of an eligible employee (if not legally separated). 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, he/she is 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.
  2. **Children and Grandchildren.** An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible for coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract.

"Dependent Child" includes an employee's: (1) biological child, (2) child legally adopted by or placed for adoption with the employee, (3) foster child, and (4) step-child. To be considered a dependent child, a foster child must be dependent on the employee for his/her principal support and maintenance and be placed by the court in the custody of the employee. To be considered a dependent child, a step child must maintain residence with the employee and be dependent upon the employee for his/her principal support and maintenance.

"Dependent Grandchild" includes an employee's: (1) grandchild placed in the legal custody of the employee, (2) grandchild legally adopted by the employee or placed for adoption with the employee, or (3) grandchild who is the dependent child of the employee's unmarried dependent child. Under (1) and (3) above, the grandchild must be dependent upon the employee for principal support and maintenance and live with the 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 their eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried employees who share legal responsibility for their eligible dependent children or grandchildren.

**D. Continuation Coverage.** Consistent with state and federal laws, certain employees, former employees, 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 employee; or
- f. divorce.

**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.** The following employees covered by this Agreement receive the full Employer Contribution:

1. Employees who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.
2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

B. **Partial Employer Contribution - Basic Eligibility.** The following employees covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the employee's option, a partial Employer Contribution for health and dental coverages. The partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution for employee only coverage and sixty-five (65) percent of the full Employer Contribution for dependent coverage. For the 1998 plan year, the partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution for both employee only and dependent coverage.

1. **Part-time Employees.** Employees who hold part-time, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.
2. **Seasonal Employees.**
  - a. Seasonal employees who are scheduled to work at least 1044 hours for a period of nine (9) months or more in any twelve (12) consecutive months.
  - b. Consistent with the objectives stated by the Governor and the Legislature of universal access to health and dental insurance, the parties to this Agreement agree to explore the possibility of extending medical and dental insurance benefits to employees of the State who are not currently eligible for coverage or for an Employer Premium Contribution, and to approach the Minnesota Legislature to secure the necessary funding for seasonal employees who work more than 1044 hours, and for any other currently ineligible employee for whom the parties reach agreement.

For the 1999 plan year, seasonal employees who are scheduled to work at least 1044 hours in a period of twelve (12) consecutive months, provided the Legislature has appropriated sufficient funds to cover the costs of the Employer Contribution.

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

1. **Job-sharing Employees.** Consistent with M.S. 43A.44, Subdivision 2, an employee in the State job-sharing program receives a pro rata Employer Contribution according to the share of the job worked. The pro rata Employer Contribution applies only to health and dental coverages; job-sharing employees receive the full Employer Contribution for basic life coverage.
2. **DNR Employees.** An employee 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 2B2.
3. **Seasonal Employees, Pre-7/1/77.** A seasonal employee who was receiving an Employer Contribution prior to July 1, 1977 remains eligible for that contribution, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
4. **Part-time and Seasonal Employees, Pre-4/1/67.** A part-time or seasonal employee in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, remains eligible for that contribution. This exception does not affect eligibility for an Employer Contribution for dental coverage.

5. **Employees on Layoff.** A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for six (6) months from the date of layoff.
6. **Work-related Injury/Disability.** An employee 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 an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Article 10, he/she shall be eligible for an Employer contribution during that leave.
7. **Corrections Early Retirement Incentive.**

- a. Any employee who attains the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is covered by the Correctional Early Retirement Plan may opt during the pay period in which his/her fifty-fifth (55th) birthday occurs to take advantage of the early retirement incentive.

These employees shall receive the State-paid portion of medical and dental insurance for themselves and their dependents until the employee attains the age of sixty-five (65). Employees exercising this option must be eligible for insurance coverage under the provisions of this Article but shall be provided with health and dental insurance coverage which the employee was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement. Receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State paid portion of the insurance premium.

- b. Any employee who attains the age of fifty (50) after the effective date and before the expiration date of the contract and who is covered by the Correctional Pre Fifty-five (55) Early Retirement Plan may opt during any pay period between that in which his/her fiftieth (50th) birthday occurs through the pay period in which his/her fifty-fifth (55th) birthday occurs, to take advantage of the pre fifty-five (55) early retirement incentive.

These employees shall receive an Employer Contribution as set forth below for themselves and their dependents until the employee attains the age of sixty-five (65). Employees exercising this option must be eligible for insurance coverage under the provisions of this Article, but shall be provided with health and dental insurance coverage which the employee was entitled to at the time of retirement. Receipt of pre fifty-five (55) early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State paid portion of the insurance premium.

Notwithstanding any changes in coverage in accordance with this or any subsequent Agreement, the Employer Contribution shall be equal to one hundred twenty (120) times the amount of the monthly Employer Contribution applicable to that employee at the time of his/her retirement, divided by the number of months until the employee attains the age of sixty-five (65).

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

1. **General.** An employee who receives a full or partial Employer Contribution maintains that eligibility as long as the employee 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 employees who receive an Employer Contribution while on layoff as described in Section 3C5, or while eligible for workers' compensation payments as described in Section 3C6.
2. **Unpaid Leave of Absence.** If an employee 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 employee on a State payroll for one (1) working day per pay period.
3. **School Year Employment.** If an employee 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 employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
4. An Employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains their eligibility.

**Section 4. Amount of Employer Contribution.** For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on December 24, 1997. The Employer Contribution amounts and rules in effect on June 30, 1997 will continue through December 23, 1997.

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

1. **Employee Coverage.** For employee health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee-only premium of the Low-Cost Health Plan or the actual employee-only premium of the health plan chosen by the employee.
2. **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the dependent premium of the Low-Cost Health Plan, or the actual dependent premium of the health plan chosen by the employee.
3. **Low-Cost Health Plan.** For the purposes of Section 4A, "Low-Cost Health Plan" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the employee's permanent work location. "Family premium" is the total of the employee premium and the dependent premium.

The Low-Cost Health Plan for each county for the 1998 insurance year is listed in Appendix H. During the 1998 insurance year, the list may be changed only if the Low-Cost Health Plan no longer operates in a county.

**Low Cost Health Plan Determination 1999.** The list for the 1999 insurance year shall be established in accordance with the following procedures:

- a. At least twelve (12) weeks prior to the open enrollment period for the 1999 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 low-cost carrier for each county.
- 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 counties in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only counties that may be submitted for resolution by this process are those in which, since the list for the 1998 insurance year was negotiated, one or more of the following has occurred:

- (1) changes in the network of one or more of the plans offered;
- (2) changes in premium amounts affecting which plan is low cost;
- (3) the addition or deletion of carriers affecting which plan is low cost.

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 of the fees and expenses of the neutral shall be paid by the Employer and one-half 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. **Employee Work Location.** The Employer Contribution for each employee is based on the employee's permanent work location on the effective date of each new insurance year. If the health plan an employee is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

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

1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee.
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 employee.

- C. **Contribution Formula - Basic Life Coverage.** For employee 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.** All employees must make their choice of employee health and dental plans and choice of dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance eligible position. When health and dental coverage are elected, the employee will automatically be enrolled in basic life coverage. Employees eligible for a partial employer contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. Employees who become eligible for a full employer contribution must make their choice of employee and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low cost plan in the county of the employee's work location.

An employee may change his/her health or dental plan if the employee changes to a new permanent work location, and the employee's current plan is not available at the new work location. An employee 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 his/her 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.

An employee may also add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child.

In addition, an employee may add dependent health or dental coverage within thirty (30) days of the following events:

1. If an employee becomes married, the employee may add his/her spouse and any dependent children/grandchildren.
2. If the employee's spouse loses group health or dental coverage, the employee may add his/her spouse and any dependent children/grandchildren.
3. When an employee acquires their first dependent child, grandchild, or step child, the employee may add dependent coverage to cover both the child and the employee's spouse.

## **B. When Coverage May Be Canceled.**

1. **Dependent Coverage.** An employee may cancel dependent health or dependent dental coverage outside of open enrollment only in the case of certain life events that are consistent with the request to cancel coverage. The request to cancel coverage must be made within sixty (60) days of the event. Life events include, but are not limited to:

- loss of dependent status of a sole dependent;
- death of a sole dependent;
- divorce;
- change in employment condition of an employee or spouse; and
- a significant change of spousal insurance coverage (cost of coverage is not a significant change).

Dependent health or dependent dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason.

- 2. Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of these same life events occurred.

Cancellation will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible dependent status.

- C. Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the employee's first day of employment, re-employment, re-hire, or reinstatement with the State. An employee must be actively at work on the initial effective date of coverage, except that an employee 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 an employee's dependent's coverage become effective before the employee's coverage.

**D. Delay in Coverage Effective Date:**

- 1. Health, Dental, and Basic Life.** Except for dependent coverage for newborn children, handicapped dependents as defined in Minnesota Statutes 62A.14 and 62A.141, and children placed for the purposes of adoption, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, an employee or his/her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the employee's or dependent's hospital discharge. However, initial employee-only coverage may begin if the employee's dependent is hospitalized.

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

- 2. Optional Life and Disability Coverages.** In order for coverage to become effective, the employee must be in active payroll status and not using sick leave on the first day of the pay period coinciding with or next 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 pay period coinciding with or next following the employee's return to work.

**E. 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. Open enrollment periods shall last a minimum of thirty (30) calendar days. Open enrollment changes become effective on December 24, 1997 in the first year of this Agreement, and on January 6, 1999 in the second year of this Agreement.
- 2. Eligibility to Participate.** An employee 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 5E1 above, make certain changes: (1) a former employee 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 employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.

3. **Materials for Employee Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.

F. **Coverage Selection Prior to Retirement.** An employee who retires and is entitled to receive an annuity under a State retirement program may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

## **Section 6. Basic Coverages.**

### **A. Employee and Family Health Coverage.**

1. **Coverage Options.** Eligible employees may select coverage under one of the health plans offered by the Employer, including health maintenance organization plans, the State Health Plan, or other health 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 Health Plan is determined by Section 6A2.

2. **Coverage Under the State Health Plan.** From July 1, 1997 through December 23, 1997, coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively) will continue at the level in effect on June 30, 1997. Effective December 24, 1997, SHPPOS and SHPS will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice.

a: **Services received from, or authorized by, a primary care physician within the primary care clinic.** State Health Plan Point of Service (SHPPOS) and State Health Plan Select (SHPS).

The following health care services under SHPPOS and SHPS shall be received from, or authorized by a primary care physician within the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with SHPPOS and SHPS administrative procedures. Higher out-of-pocket costs as described in 6A2b apply to the following services if not received from, or authorized by, a primary care physician within the primary care clinic.

1. **Inpatient hospital services.** One hundred (100) percent coverage.
2. **Outpatient surgery center services.** One hundred (100) percent coverage.
3. **Home health services.** One hundred (100) percent coverage up to a maximum of five thousand dollars (\$5,000) eligible expenses per person per year.
4. **X-rays and laboratory tests.** One hundred (100) percent coverage.

5. **Preventive Care.** One hundred (100) percent coverage.
6. **Physicians services.** One hundred (100) percent coverage.
7. **Durable medical equipment.** Eighty (80) percent coverage.

- b. **Services not authorized by a primary care physician within the primary care clinic.** Coverage under this section 6A2b is only available to individuals who elect SHPPOS coverage, and then only under the terms and conditions outlined in the Certificate of Coverage.

For services under 6A2a which are not authorized by a primary care physician within the primary care clinic in the 1998 and 1999 insurance years:

- there is a three hundred fifty dollar (\$350) deductible per person with a maximum deductible per family per year of seven hundred dollars (\$700).

After deductible is satisfied, seventy (70) percent coverage up to a maximum annual copayment of:

- three thousand dollars (\$3,000) per person and six thousand dollars (\$6,000) per family.

These deductibles and copayments are separate from the deductibles and copayments for authorized services under Section 6A2a.

- c. **Special Service networks (applies to SHPPOS and SHPS).**

The following services must be received from Special Service network providers in order to be covered.

1. **Mental health services - inpatient and outpatient.** One hundred (100) percent coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary care physician within the primary care clinic.
2. **Chemical dependency services - inpatient and outpatient.** One hundred (100) percent coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary care physician within the primary care clinic.
3. **Chiropractic services.** 100% coverage. No coverage for services obtained from out-of-network providers. Services need not be authorized by a primary care physician within the primary care clinic. Coverage shall be provided for a minimum of twenty (20) services or twenty-one (21) calendar days, whichever is greater, per incident.
4. **Transplant coverage.** The SHPPOS and SHPS shall provide transplant coverage, as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers.

Referrals for eligible transplant services must be authorized by a primary care physician within the primary care clinic.

5. **Cardiac services.** No coverage for non-emergency cardiac services obtained from out-of-network providers. Referrals for services must be authorized by a primary care physician within the primary care clinic.
  6. **Home Infusion Therapy.** The SHPPOS and SHPS shall provide Home Infusion Therapy coverage as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers. Referrals for eligible home infusion therapy services must be authorized by a primary care physician within the primary care clinic.
  7. **Hospice Benefit.** One hundred (100) percent coverage for services obtained from in-network providers. Seventy (70) percent coverage for services obtained from out-of-network providers under SHPPOS.
- d. **Services not requiring authorization by a primary care physician within the primary care clinic.**

The following services do not require authorization by a primary care physician within the primary care clinic in order to be covered.

1. **Prescription drugs.**

- Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
  - 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.
- a. **SHPS. Prescription drugs.** For the 1998 and 1999 insurance years:
- eight dollar (\$8) copayment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply.
  - all diabetic supplies, including test tapes and syringes, are covered under the durable medical equipment benefit at 80% and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.
- b. **SHPPOS.** For the 1998 and 1999 insurance years:
- eight dollar (\$8) copayment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply, or a one hundred (100) day supply for approved maintenance drugs;
  - fourteen dollar (\$14) for non-formulary drugs; one hundred (100) percent coverage after copayment.
  - A prescription for a non-formulary drug will be treated as formulary if the physician has written Dispense as Written (DAW) on the prescription.

## **Diabetic supplies.**

1. Beginning with the 1992 plan year, any diabetics not included in the "Grandfathered Diabetic Group" described in paragraph "2." below will have diabetic supplies covered as follows:
  - All diabetic supplies, other than test tapes and syringes, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.
  - Test tapes and syringes: an eight dollar (\$8) copayment for a thirty-four (34) day supply of each.
2. For insulin dependent diabetics who have been continuously enrolled in the State Health Plan since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the "Grandfathered Diabetic Group"), diabetic supplies are covered as follows:
  - Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty four (34) day supply or one hundred (100) units when purchased with insulin.
  - All other diabetic supplies, including test tapes and syringes not dispensed with the purchase of insulin, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.
2. **Eye exams.** SHPPOS and SHPS. One hundred (100) percent coverage. (Limited to one routine examination per year.)
3. **Outpatient emergency and urgicenter services.** SHPPOS and SHPS. Thirty dollar (\$30) copayment per visit for outpatient emergency visits and fifteen dollar (\$15) copayment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; one hundred (100) percent coverage thereafter.
4. **Ambulance.** SHPPOS and SHPS. Eighty (80) percent coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport as certified by the attending physician.)
- e. **Lifetime maximum.** SHPPOS and SHPS. Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is two million dollars (\$2,000,000) for services under 6A2a, 6A2c and 6A2d combined. The lifetime maximum for services under 6A2b is limited to five hundred thousand dollars (\$500,000). The five hundred thousand dollar (\$500,000) maximum which applies under 6A2b is part of, and not in addition to, the two million dollar (\$2,000,000) lifetime plan maximum.

3. **Coordination with Workers' Compensation.** When an employee 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 employee's health plan, pursuant to M.S. 176.191, Subdivision 3.
4. **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 employees 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.** 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 Department of Employee Relations 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 State Health Plan and HMO 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 employees and their dependents.
  - c. **Employee participation.** The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21B. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Employees 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 employees 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.
5. **Healthcare Delivery Strategy.** The Joint Labor Management Committee on Health Plans shall review the performance of the managed competition strategy in promoting the goals of health care cost containment, access to care, and quality of care. The Committee shall consider other strategies for financing and delivering health care to state employees and their dependents, including the care system competition strategy implemented by the Buyers' Health Care Action Group. The Committee shall complete its work by December, 1998, so that any changes to the insurance offerings may be bargained by Plan Year 2000-2001.

6. **Employer Medical Contribution Formula Study.** The Joint Labor Management Committee on Health Plans shall meet and confer regarding the administrative and economic feasibility of using the primary care clinic chosen by the employee as the basis for the Employer Contribution. If the Joint Labor Management Committee is able to agree on a methodology, this may be implemented for Plan Year 1999.

**B. Employee and Family Dental Coverage.**

1. **Coverage Options.** Eligible employees 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 December 24, 1997, 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.

<b><u>Service</u></b>	<b><u>In-Network</u></b>	<b><u>Out-of-Network</u></b>
Diagnostic/Preventive	100%	50%
Fillings	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%
Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

\*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

- b. **Deductible.** An annual deductible of one hundred dollars (\$100) 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 one thousand dollar (\$1,000) annual maximum in eligible expenses per person. "Annual" means per insurance year.

**C. Employee 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 employees 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. An employee may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures.

<b>Employee's 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
\$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
Over \$70,000	\$75,000	\$75,000

- 2. **Extended Benefits.** An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.
- 3. **Additional Death Benefit.** Employees who retire on or after July 1, 1985, shall be entitled to a five hundred dollar (\$500) death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled to an annuity under a State retirement program. A five hundred dollar (\$500) cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

**Section 7. Optional Coverages.** An employee 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 employee returns within one (1) year, the employee 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.

1. For the first 24 months of short-term and/or long-term disability coverage after such a period of leave or layoff, any such disability coverage shall exclude coverage for certain 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.
2. For the first 24 months of optional life coverage after such a period of leave or layoff, any such optional life coverage shall exclude coverage for certain pre-existing conditions. For optional life purposes, any death which is caused by, or results from any injury or sickness which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff shall be excluded from coverage for such 24-month period.

The limitations set forth in 1. and 2. above do not apply to Family Medical Leave Act (FMLA) leaves.

#### A. Life Coverage

1. **Employee.** An employee may purchase up to three hundred thousand dollars (\$300,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary or \$200,000, whichever is less, in optional employee life coverage within sixty (60) calendar days of hire without evidence of insurability.
2. **Spouse.** An employee may purchase up to three hundred thousand dollars (\$300,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage within sixty (60) calendar days of hire without evidence of insurability.
3. **Children/Grandchildren.** An employee 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 2C of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) calendar days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Waiver of Premium.** In the event an employee becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.
5. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the employee'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 ten (10) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

An employee who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the employee'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 ten (10) 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 employee's retirement or spouse age sixty-five (65), whichever is later. The employee must continue the full amount of optional spouse life insurance to the date of the employee'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.

**B. Disability Coverage.**

1. **Short-term Disability Coverage.** An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to three thousand dollars (\$3,000) per month, up to two-thirds (2/3) of an employee'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. Coverage applied for within sixty (60) days of hire or becoming insurance eligible does not require evidence of insurability.

2. **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from two hundred dollars (\$200) to two thousand dollars (\$2,000) per month, based on the employee'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. Employees 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 the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

C. **Accidental Death and Dismemberment Coverage.** An employee may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. An employee may also purchase from five thousand dollars (\$5,000) to twenty-five thousand dollars (\$25,000) in coverage for his/her spouse, but not in excess of the amount carried by the employee.

## **ARTICLE 20 - 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. Employees affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority in accord with the terms of this Article.

**Section 2. Automobile Expense.** When a State-owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty-seven (27) cents (twenty-nine (29) cents, effective January 1, 1998) per mile for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of twenty-one (21) cents (twenty-three (23) cents, effective January 1, 1998) per mile on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

When an employee does not report to his/her office during the day or if he/she makes business calls before or after reporting to his/her office, his/her allowable mileage is the lesser of the mileage from his/her home to the first stop or from the office to the first stop, all mileage between points visited on state business during the day, and the lesser of the mileage from the last stop to his/her home or from the last stop to the office.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of forty (40) cents (forty-two (42) cents, effective January 1, 1998) 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 thirteen (13) cents (fifteen (15) cents, effective January 1, 1998) per mile on the most direct route.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty-three (43) cents (forty-five (45) cents, effective January 1, 1998) and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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

**Section 4. Overnight Travel.** Employees 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 home station, up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$16.00 per week for laundry and dry cleaning for each week after the first week.

Actual, documented personal telephone call charges shall be reimbursed in the following manner: the maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by two (2) dollars.

**Section 5. Meal Allowances.** Employees assigned to be in travel status between the employee's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals including a reasonable gratuity under the following conditions:

- A. **Breakfast.** Breakfast reimbursements may be claimed only if the employee is on assignment away from his/her home station in a 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 employee is in travel status and is performing required work more than thirty-five (35) miles from his/her 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 employee is away from his/her home station in a travel status overnight or is required to remain in a travel status until after 7:00 P.M.
- D. **Reimbursement Amount.** Maximum reimbursement for meals including tax and gratuity, shall be:

Breakfast - \$7.00  
Lunch - \$8.00  
Dinner - \$13.00

Effective August 20, 1997, the maximum reimbursement for meals including tax and gratuity shall be:

Breakfast - \$7.00  
Lunch - \$9.00  
Dinner - \$14.00

Employees who meet the eligibility requirements for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement 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. Consecutive meals may include a dinner and a breakfast the subsequent morning.

**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 employee makes such a request a reasonable period of time in advance of the travel date. Employees may request a State issued credit card. If the employee receives such a card, the Appointing Authority and the employee may mutually agree to use the card in place of the advance. Reimbursements shall be made within the payroll period following the payroll period in which the employee submits the expenses.

**Section 8. Training Expenses.**

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

C. **Travel Time.** Employees attending conferences, seminars, workshops or training at their own initiative shall not be compensated for more than eight (8) hours per day, except as it conflicts with state or federal law.

Employees attending these events at the direction of the Appointing Authority shall be compensated for hours of attendance and travel time.

D. **Appeal Procedure.** Upon request of the Local Union, an Appointing Authority shall develop an internal appeal system to review the denial of a training request. A copy of the appeal and the determination shall be sent to the Local Union. Such determination shall not be grievable.

**Section 9. Parking.** Any parking fee increase to the employee in a State-owned lot shall be limited to the actual cost increase.

In addition, it is agreed that State agencies must offer the Local Union an opportunity to meet and confer prior to implementing changes in local parking policies and prior to the relocation of agency offices.

## **ARTICLE 21 - RELOCATION ALLOWANCES**

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### **Section 1. Authorization.**

#### **A. Employer Initiated.**

1. **Non-Layoff.** When it has been determined by the Appointing Authority that an employee is required to be transferred or reassigned to a different work station or must change residence as a condition of employment, the cost of moving the employee shall be paid by the Appointing Authority. Employees 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 accord with the provisions of this Article. Employees who are demoted during their probationary period, after their fifteen (15) calendar day trial period, shall receive those relocation expenses provided in Section 2, Paragraph C and D, of this Article.
2. **Layoff.** If the application of Article 15, Section 3D3c or 3D3e Layoff Procedure, requires an employee to change residence and such change meets the eligibility conditions outlined in Section 1C below, the employee shall be eligible for payment of relocation expenses subject to the following conditions:
  - a. If an employee must select a more than thirty-five (35) mile option in order to retain his/her current rate of pay or in order to take the least cut in the rate of pay, the employee shall be eligible for all relocation expenses except Realtor's Fees.
  - b. If an employee cannot select an option within thirty-five (35) miles of the employee's current work location, the employee shall be eligible for all relocation expenses.

3. **Claiming.** If an employee exercises an option to claim a vacant position in another seniority unit, as provided in Article 15, Section 3D3g, and the change meets the eligibility conditions outlined in subsection 1C below, the sending Appointing Authority may offer the employee reimbursement for relocation expenses. The Appointing Authority may limit the type and/or amount of reimbursement available to the employee, but may not exceed the provisions of Section 2.

**B. Employee Initiated.**

1. **Appointment to a Higher Salary Range.** When an employee must change residence 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 accord with the provisions of this Article.
  2. **Other.** An employee who is transferred, reassigned, or demoted at such employee's request when the transfer, reassignment, or demotion is for the employee's sole benefit shall not be entitled to reimbursement for relocation expenses.
- C. **Eligibility.** 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 employee'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 employees who currently commute thirty-five (35) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is thirty-five (35) miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, unless other time extension arrangements have been approved by the Appointing Authority.

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

- A. **Travel Status.** Employees 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 and shall be allowed standard travel expenses to return to their original work station once a week while being lodged at their new station, or by mutual agreement between the employee and the Appointing Authority, travel between their original work station and their new work station on a daily basis. If the first option is used, standard travel expenses for the employee'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.
- B. **Realtor's Fees.** Realtor's fees for the sale of the employee's domicile, not to exceed \$5,000, shall be paid by the Appointing Authority. Additional realtor's fees of up to \$10,000 total may be paid at the discretion of the Appointing Authority.
- C. **Moving Expenses.** The Appointing Authority shall pay the cost of moving and packing the employee's household goods. The employee 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 employee's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.

D. **Miscellaneous Expenses.** The employee 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 \$785. These expenses may include such items as: fees involved in the purchase of housing in the new location, 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) cars, the reasonable transportation costs of the employee'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 20 (Expense Allowances)), or other direct costs associated with rental or purchase of another residence. 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.

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

## **ARTICLE 22 - WORK RULES**

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An Appointing Authority may establish and enforce reasonable work rules that are not in conflict with the provisions of this Agreement. Such rules shall be applied and enforced without discrimination. The Appointing Authority shall discuss and, upon request, meet regarding the changes in new or amended work rules with the Local Union, explaining the need therefor, and shall allow the Local Union reasonable opportunity to express its views prior to placing them 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 23 - NON-DISCRIMINATION**

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The provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, or political affiliation or as defined by statute or executive order. The Union shall share equally with the Appointing Authority the responsibility for applying this provision of the Agreement.

The Appointing Authority agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Appointing Authority or any Employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accord with the provisions of this Agreement.

The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in each bargaining unit without discrimination, interference, restraint, or coercion because of membership or non-membership in the Union.

Employees covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees, the general public and/or clients.

See Appendix L entitled "Prohibition of Sexual Harassment."

The Appointing Authority shall develop and disseminate a General Harassment Policy.

## **ARTICLE 24 - MANAGEMENT RIGHTS**

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It is recognized that, except as expressly modified by this Agreement, the Employer retains all inherent managerial rights necessary to operate and direct the affairs of the Employer and its agencies in all its various aspects.

These rights include but are not limited to the right to determine policy, functions, and programs; determine and establish budgets; utilize technology; relieve employees due to lack of work or other legitimate reasons; determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; and select, and direct personnel.

Any terms of employment not specifically established or modified by this Agreement shall remain exclusively within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 25 - UNION RIGHTS**

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**Section 1. Union Activities.** With advance notice to the employee's immediate supervisor, the Appointing Authority agrees that during working hours, on the Appointing Authority's premises, and without loss of pay, the Local Union President or designated Union Representative shall be allowed reasonable time which does not unduly interfere with their normal duties to: post Union notices and announcements; transmit communications authorized by the Local Union or its Officers to the Employer or his/her representative; or consult with the Employer, his/her representatives, Local Union Officers, or other Union Representatives, concerning enforcement of any provisions of this Agreement.

See Article 10 for unpaid Union Leave provisions.

The Local Union shall be provided a reasonable amount of time at formal orientation programs to distribute the contract and steward list to new employees.

**Section 2. Employee Bulletin Boards.** The Appointing Authority shall furnish and maintain adequate bulletin board space in convenient places in the work areas to be used exclusively by the Union for posting pertinent Union information. 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.

## **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 those rules or regulations promulgated thereunder having the force and effect of law which are in effect on the effective date of this Agreement. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law, Executive Order, or regulation regarding wage and price controls, only such specific provision or portion shall be affected and the remainder of this Agreement shall continue in full force and effect. Any portion or provisions of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Agreement or any extension thereof.

## **ARTICLE 27 - HOUSING**

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**Section 1. Rental Rates.** Any employee 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 employee 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 no longer requires an employee to live in a State owned residence as a condition of employment, the employee will be given a reasonable period of time of not less than six (6) months in which to find alternate housing if the employee so decides. However, the six (6) month time period shall not apply in the following situations:

1. An employee resigns, retires, or is terminated from State service; or
2. An employee accepts a different position in State service that does not require that he/she live in the State housing.

The Appointing Authority shall advise all employees 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 an employee to maintain an office in the State owned residence, the Appointing Authority shall pay all utilities related to the operation of the office.

The employee 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 employee. Employees 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 employee for his/her private vehicle without cost to the employee. If State facilities are provided for this purpose, the employee shall not use State equipment or facilities for the repair or maintenance of the employee's vehicle.

## **ARTICLE 28 - NO STRIKE OR LOCKOUT**

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**Section 1. No Strikes.** The Union agrees that it will not promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of M.S. 179A.18. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment." (M.S. 179A.01, Subdivision 6.)

Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under Article 17 (Grievance Procedure) of this Agreement.

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

## **ARTICLE 29 - LEGISLATIVE RATIFICATION**

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**Section 1. Action Required.** It is understood that this Agreement must be approved by the Eightieth (80th) session of the Minnesota Legislature or by the Joint-Subcommittee on Employee Relations prior to implementation. The Employer shall draft all necessary ratification legislation required to implement fully the provisions of this Agreement. Legislation required by this Agreement shall include those items necessary to implement the provisions of written agreements between the State of Minnesota and the Union. The Union is not committed to support any provision of legislation which does not specifically relate to the provisions of this Agreement.

The Employer shall furnish the Union a copy of the ratification legislation and shall consult with the Union regarding the correctness of the proposed ratification legislation.

**Section 2. Legislation.** The Employer and the Union pledge their complete and active support toward early ratification by the Legislature on legislation submitted in accord with Section 1 of this Article. The Employer and the Union will not support any legislative action which would alter the express provisions of this Agreement in any manner.

## **ARTICLE 30 - BARGAINING UNIT ELIGIBLE WORK TRAINEES APPRENTICES**

**Section 1. Training/Apprenticeship Programs.** Individuals appointed to work training and apprenticeship programs (pre-service trainees) pursuant to M.S. 43A.21 shall have their terms and conditions of employment governed exclusively by the provisions of the approved training program submitted to the Department of Employee Relations by the affected operating department of State government. Apprenticeship programs shall comply with any requirements of the Department of Labor and Industry.

**Section 2. Benefits and Pay.** Notwithstanding Section 1 above, such individuals shall be governed by the provisions of Article 7, Holidays, Article 8, Vacation Leave, Article 9, Sick Leave, and Article 19, Insurance, of this Agreement. In addition, such individuals shall receive any general wage adjustment(s) provided for the class for which they are training or serving an apprenticeship.

## **ARTICLE 31 - LABOR/MANAGEMENT COMMITTEES**

**Section 1. Purpose.** The Employer and its Appointing Authorities, and the Union and its affiliated Local Unions, hereby endorse the goal of a mutually constructive, cooperative relationship between the parties. To help to promote and foster such a relationship, the parties agree to establish a structure of joint labor-management committees, at both statewide and agency levels.

**Section 2. Statewide Committees.** The parties agree to establish the following joint committees which shall function at the statewide level:

A. **Safety Committee.** This Committee shall be composed of no more than seven (7) representatives each from the Employer and the Union. The Committee shall meet at least monthly or upon the call of the Union or the Employer.

This Committee shall propose policies, programs and guidelines, as appropriate, in the following areas:

- Compliance with OSHA standards;
- Conditions of State facilities and buildings, including temperature and ventilation;
- Coordination for building safety issues for multi-Appointing Authority worksites;
- Feasibility of providing annual hearing and eye examinations and blood tests for employees whose job related duties may subject them to recognized health hazards;
- Training programs for Local Safety Committees' members;
- Right-to-Know Training;
- Communicable diseases in the workplace and the prevention thereof;
- Review workers' compensation claims experience and First Reports of Injury;
- The appropriate handling of bomb threats;
- Safety shoes for General Maintenance Workers;
- Methods of distribution of safety related policies;
- Review issues of VDT safety;
  
- Climate Stress Threshold Limits; and
- Additional issues of mutual concern.

The Committee shall make recommendations to the Commissioner of the Department of Employee Relations, and the Statewide Safety Advisory Committee, who may then refer them to other appropriate State officials.

- B. **Affirmative Action Committee.** The Committee shall be composed of eight (8) persons designated by the Employer and an equal number of persons designated by the Union.

The Committee shall meet as determined by the parties. This Committee shall study:

- Affirmative action plans;
- Affirmative action goals and objectives, including specific procedures to promote achievement of hiring goals and protection of goals in event of layoff;
- Data, including labor market statistics to determine if protected class individuals are available for employment or exist in present State employment;
- Proposed solutions to existing problems brought to the Committee for review and discussion;
- Measures to provide maximum cooperation with goals and objectives determined by the Committee;
- Sexual harassment training;
- Possible methods of increasing employees' awareness of the types and effects of discrimination and the resources available to them to determine if they have been the object of discrimination; and
- Work with the Statewide Affirmative Action Committee, the Diversity Action Council and the Office of Diversity to develop statewide anti-discrimination and diversity training.

- C. **Child Care Committee.** This Committee shall be composed of no more than five (5) representatives of the Employer and no more than five (5) representatives of the Union. The Committee shall:

- Disseminate information to Appointing Authorities regarding existing on-site child care facilities and the feasibility of establishing such facilities;
- Provide assistance to interested parties regarding the establishment of on-site child care facilities;
- Prepare informative materials on child care for employees, as appropriate;
- Address any other issues of mutual concern;
- Assist Local Unions and/or Appointing Authorities which wish to establish on-site child care.

- D. **Parking Committee.** The Committee shall be composed of no more than five (5) representatives each from the Employer and the Union, and shall meet upon the request of either party. The Committee shall review:

- Parking fees for State-owned lots;
- Parking fees for privately owned lots leased by the State;
- Distance of State-owned or State-leased lots from the worksite;
- Need for and availability of shuttle bus service from distant parking lots; and,
- Security of lots and need for and availability of security escorts to and from lots.

- E. **Training Committee.** The Committee shall be composed of no more than seven (7) representatives each from the Employer and the Union, and shall meet on a monthly basis.

The Committee shall:

- Make recommendations on methods for maintaining training records;
- Explore opportunities for multi-agency training;
- Discuss methods for providing employees with career counseling, including the feasibility of publishing a career path handbook;
- Provide input for clerical conferences, if scheduled;
- Issues of VDT training; and
- Other mutually agreeable topics.

The Employer may, with the approval of the Union, add to the Safety Committee and the Child Care Committee additional employees from other exclusive representatives.

**Section 3. Local Labor/Management Committees.** A Local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities, regional treatment centers, colleges, Transportation Department areas, Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

Local Labor/Management Committees may review and discuss agency training policies and expenditures, training on the use of new equipment and computer software, notice and training regarding new or revised laws and regulations, training on sexual harassment, issues related to assigned training and other related subjects. The Committees may also discuss the issuance and administration of work rules, including dress codes, and designation of positions as "weather essential". Where no uniform committee exists, upon request of the Local Union or policy committee, the Appointing Authority or Agency shall meet and confer on uniform issues.

The parties shall include the matter of employee involvement in purchasing decisions on the agenda of at least one (1) meeting of the Labor/Management Committee during the term of this Agreement. (See page 424 of the Agreement for further information.)

## **ARTICLE 32 - WORKERS' COMPENSATION**

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### **Section 1. Return to Work.**

- A. **Labor Management Committee.** Each Appointing Authority and Local Union shall establish a joint committee to discuss ways to facilitate the return to work of employees on Workers' Compensation. This Committee may be an existing Labor/Management Committee or a new committee.
- B. **Employment.** The State agrees to maintain the policy of attempting to place employees who have incurred a work-related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.
- C. **Union Notification.** When there are any special return to work accommodations for employees on Workers' Compensation, the Appointing Authority shall notify the Local Union and, upon request, shall meet with the Local Union.
- D. **Article 12 Waiver.** The parties may agree to waive Article 12 by mutual agreement to implement this Section.

**Section 2. Sick Leave/Vacation Leave Coordination.** When an employee on Workers' Compensation benefits has decided to use sick leave and/or vacation to supplement his/her Workers' Compensation benefits the following procedure applies: The employee shall notify the Appointing Authority that he/she wishes to supplement his/her Workers' Compensation check through use of sick leave and/or vacation leave. Sick leave must be exhausted before the vacation leave 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 employee's regular gross pay for the employee's normal pay period. The employee's sick leave or vacation balance shall be reduced by the amount of the payroll check divided by the employee's hourly rate of pay at the time the payroll check is issued.

An employee who uses sick leave or vacation leave while awaiting the Worker's Compensation determination shall return that part of the Worker's Compensation check which covers the waiting period to the Appointing Authority. The Appointing Authority shall credit back to the employee's sick leave or vacation leave the number of hours equal to the amount of the Worker's Compensation check divided by the employee's hourly rate.

**Section 3. Insurance.** Benefits provided under Article 19 shall continue as long as an employee meets the eligibility requirements of Article 19 and is off the State payroll due to a work-related injury or work-related disability and is receiving or is eligible to receive Workers' Compensation payments.

When an employee has incurred an on-the-job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the Health Maintenance Organization or the Health Insurance Carrier pursuant to the provisions of M.S. 1982, 176.191. Subdivision 3.

## **ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM**

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The Union and the Employer recognize that problems not directly associated with the employee's job function can affect an employee's job performance. The Union and the Employer believe it is in the interest of the employee, his/her family, and the Employer to provide a voluntary employee assistance program which offers confidential, professional help to employees and their dependents to resolve such problems. To that end, both parties hereby endorse and support the State of Minnesota's Employee Assistance Program, as established and operated by the Department of Administration. A referral to EAP shall not be referenced on a performance appraisal or evaluation. The Employer and the Union agree to form a Joint Labor/Management Committee on Employee Assistance. The Committee will be composed of an equal number of representatives for the Union and the Employer. The Committee shall be chaired by the Director of the Employee Assistance Program. The Committee shall review the state EAP program, EAP provider networks, and EAP training programs for employees and supervisors. The Employer may, with the approval of the Union, add to the Committee additional employees from other exclusive representatives.

## **ARTICLE 34 - ADA/WORKERS' COMPENSATION**

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**Section 1. Purpose.** The Union and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Union and the Employer agree that they have the obligation to consider accommodation requests from qualified ADA individuals and employees returning from workers' compensation injuries. The Employer agrees to maintain the policy of attempting to place employees who have incurred a work-related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.

The Appointing Authority shall provide these reasonable accommodations in a fair and equitable manner. Should reasonable accommodation request(s) raise the question of waiving the collective bargaining agreement, the Employer and the Union shall follow the procedures in Section 3.

**Section 2. Information.** Both parties recognize their responsibility for confidentiality. The Union agrees to prepare an informational brochure which the Appointing Authority will provide to any employee who requests a reasonable accommodation. Upon request of the Local Union, the Appointing Authority shall provide a report of all accommodation requests, whether each request was approved or denied, accommodations made, and the cost of each accommodation.

**Section 3. Process.** Upon request, an employee seeking an accommodation shall be entitled to union representation. The union representative and the employee shall be allowed a reasonable amount of time during working hours, without loss of pay, to discuss the request. The Appointing Authority shall review employee requests for accommodations considering ADA guidelines on equipment purchase or modification, accessibility improvement, and scheduling modifications and/or restructuring of current positions and duties allowable under the collective bargaining agreement, before considering or requesting waiver of the collective bargaining agreement.

If the Appointing Authority determines that contract waiver is necessary, it shall contact the local union to convene a meet and confer to be held within a reasonable time during normal working hours with union designee(s) on employer-paid time. At this meeting, the Appointing Authority shall inform the local union of the employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Appointing Authority proposes to modify that article(s).

At this meeting, the Appointing Authority shall also consider additional options presented by the Local Union. Between the meet and confer and notification to the Appointing Authority of the Local Union's decision, the Appointing Authority may make temporary accommodations. Any contract waiver must be agreed to by both the Appointing Authority and the Local Union or the Council 6 Executive Board.

If an employee's job duties are changed as a result of an accommodation, the employee's supervisor shall inform the employee's co-workers of any restrictions that might impact on their job duties. The supervisor shall use discretion when relaying this information.

## ARTICLE 35 - DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the 14th day of August, 1997, subject to the acceptance of the Eightieth (80th) session of the Legislature or the Joint-Subcommittee on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 1999.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than October 1 of even-numbered years that it desires to modify the Agreement. In the event such notice is given, negotiations shall commence not later than March 1st of odd-numbered years.

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.

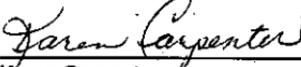
In the event that a Successor Agreement has not been agreed upon by an expiration date of this Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this Agreement by the serving of written notice upon the other party not less than ten (10) calendar days prior to the desired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

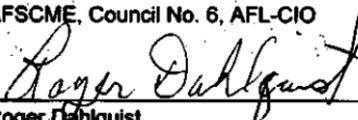
In witness thereof, the parties hereto have set their hands this 12th day of August, 1997.

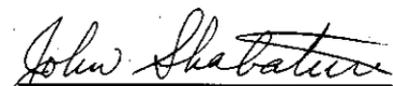
FOR THE UNION

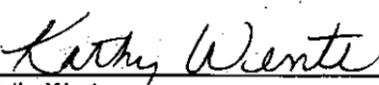
FOR THE EMPLOYER

  
\_\_\_\_\_  
Peter Benner  
Executive Director  
AFSCME, Council No. 6, AFL-CIO

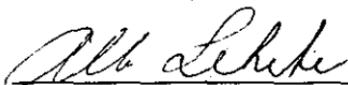
  
\_\_\_\_\_  
Karen Carpenter  
Acting Commissioner of Employee Relations

  
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Roger Dahlquist  
President

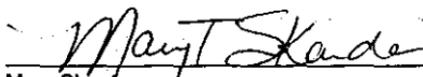
  
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John Shabatura  
Deputy Commissioner of Employee Relations

  
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Kathy Wentz  
Vice President

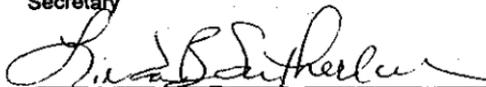
  
\_\_\_\_\_  
Jim Lee  
Assistant State Negotiator



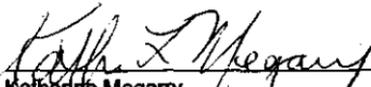
Al Lehkre  
Secretary



Mary Skarda  
Labor Relations Representative, Principal



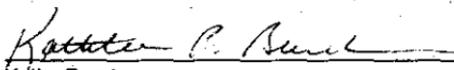
Linda Sutherland  
Treasurer



Katherine Megary  
Labor Relations Representative, Sr.



Mike Morrell  
Assistant Director



Kathy Burek  
Assistant Commissioner, Employee Insurance

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Martha Johnson  
Assistant Director

## **APPENDIX A**

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The following is a listing of bargaining units for which AFSCME, Council 6, AFL-CIO has exclusive bargaining rights at the time this Agreement was signed.

Unit 2, Craft, Maintenance and Labor Unit

Unit 3, Service Unit

Unit 4, Health Care Non-Professional Unit

Unit 6, Clerical and Office Unit

Unit 7, Technical Unit

Unit 8, Correctional Counselor Unit

### **CRAFT, MAINTENANCE AND LABOR UNIT**

#### **UNIT 2**

Case No: 80-PR-1258-A

All employees in the classifications included in the Craft, Maintenance and Labor Unit No. 2 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

### **SERVICE UNIT**

#### **UNIT 3**

Case No: 80-PR-1259-A

All employees in the classifications included in the Service Unit No. 3 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

### **HEALTH CARE NON-PROFESSIONAL UNIT**

#### **UNIT 4**

Case No: 80-PR-1260-A

All employees in the classifications included in the Health Care Non-Professional Unit No. 4 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

**CLERICAL AND OFFICE UNIT**  
**UNIT 6**

Case No: 80-PR-1261-A

All employees in the classifications included in the Clerical and Office Unit No. 6 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

**TECHNICAL UNIT**  
**UNIT 7**

Case No: 80-PR-1262-A

All employees in the classifications included in the Technical Unit No. 7 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

**CORRECTIONAL COUNSELOR UNIT**  
**UNIT 8**

Case No: 81-PR-1959-A

All employees in the classifications included in the Correctional Counselor Unit No. 8 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

## APPENDIX B - HOLIDAYS

Effective for holidays prior to October 1, 1997. [Note: After October 1, 1997, this table will continue to be used for new and recalled employees and employees leaving during a pay period as described in the letter in Appendix B1.]

Eligible employees who normally work less than full-time and eligible intermittent employees and temporary employees 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 72	7
At least 72	8

\*Holiday pay is pro-rated based on the number of hours the employee normally works in a pay period. Those hours include paid leaves of absence, paid vacation and sick leave, and compensatory time off, but excludes overtime hours.

## APPENDIX B1 - HOLIDAYS

Effective for holidays on or after October 1, 1997.

Eligible employees who normally work less than full-time and eligible intermittent employees and temporary employees shall have their holiday pay prorated on the following basis.

Table 1: For pay periods containing one holiday:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4.5	0
At least 4.5, but less than 13.5	1
At least 13.5, but less than 22.5	2
At least 22.5, but less than 31.5	3
At least 31.5, but less than 40.5	4
At least 40.5, but less than 49.5	5
At least 49.5, but less than 58.5	6
At least 58.5, but less than 67.5	7
At least 67.5	8

Table 2: For pay periods containing two holidays:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4	0
At least 4, but less than 12	1
At least 12, but less than 20	2
At least 20, but less than 28	3
At least 28, but less than 36	4
At least 36, but less than 44	5
At least 44, but less than 52	6
At least 52, but less than 60	7
At least 60	8

Table 3: For pay periods containing three holidays:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 3.5	0
At least 3.5, but less than 10.5	1
At least 10.5, but less than 17.5	2
At least 17.5, but less than 24.5	3
At least 24.5, but less than 31.5	4
At least 31.5, but less than 38.5	5
At least 38.5, but less than 45.5	6
At least 45.5, but less than 52.5	7
At least 52.5	8

\*\*These hours include hours worked, paid leaves of absence, paid vacation and sick leave, and compensatory time off, but excludes overtime hours.

For part-time employees only, uncompensated approved leave will be counted as "hours paid" but only for scheduled hours for which the employee requests and is granted time off as an unpaid leave of absence. A change in unscheduled days does not constitute an unpaid leave. See the following letter:

Minnesota  
Department of  
Employee  
Relations

*Leadership and partnership in  
human resource management*

July 16, 1997

Mr. Peter Benner, Executive Director  
AFSCME Council 6, AFL-CIO  
300 Hardman Avenue South  
South St. Paul, MN 55075

Dear Pete:

As we discussed in negotiations, the State and the Union have agreed to change the method used to calculate holiday pay proration for employees who work less than full time. This change will be effective on October 1, 1997.

The State will provide the following direction to agencies in this matter:

Part-time employees and eligible intermittent employees who are not working on the holiday shall have holiday pay calculated based on the number of hours paid in the pay period divided by the number of non-holiday hours in the pay period. For example: for pay periods containing one holiday, the employee's hours paid would be divided by 72; for pay periods containing two holidays, the employee's hours paid would be divided by 64; and for pay periods containing three holidays, the employee's hours paid would be divided by 56. This ratio will then be multiplied by eight and rounded to the nearest whole hour to determine the number of holiday hours paid. See Appendix B1.

For part-time employees only, uncompensated approved leave will be counted as "hours paid," but only for scheduled hours for which the employee requests and is granted time off as an unpaid leave of absence. Such approved leave without pay (LWOP) must be clearly marked on the timesheet and will be coded as such. A change in unscheduled days does not constitute an unpaid leave.

Overtime compensated at the rate of time and one-half shall not count as hours worked or paid. Overtime compensated at the rate of straight time (i.e. "part-time pilot" situations) shall count as hours worked or paid.

Page 2  
July 16, 1997

If an employee is appointed or recalled during a pay period in which a holiday(s) occurs, and the employee is eligible for holiday pay, or the employee is on a voluntary reduction in hours during a pay period in which the holiday occurs, the proration shall be based on the hours worked or paid in the next pay period which does not include a holiday. For this purpose, use the table in Appendix B.

If an employee is laid off or terminated during a pay period in which a holiday(s) occurs, and the employee is eligible for holiday pay, the proration shall be based on the hours worked or paid in the most recent pay period which does not include a holiday. For this purpose, use the table in Appendix B.

Sincerely,

A handwritten signature in cursive script that reads "John Shabatura". The signature is written in black ink and is positioned above the printed name and title.

John Shabatura  
Deputy Commissioner

JS:can

## APPENDIX C - VACATION

Eligible employees 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 OF 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 18 years	After 18 thru 25 years	After thru 30 years	After 30 years
Less than 9%	0	0	0	0	0	0	0
At least 9%, but less than 19%	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19%, but less than 29%	1	1.25	1.75	2	2	2.25	2.25
At least 29%, but less than 39%	1.5	2	2.75	3	3	3.25	3.5
At least 39%, but less than 49%	2	2.5	3.5	3.75	4	4.25	4.5
At least 49%, but less than 59%	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59%, but less than 69%	3	3.75	5.25	5.75	6	6.5	6.75
At least 69%, but less than 79%	3.5	4.5	6.25	6.75	7	7.5	8
At least 79%	4	5	7	7.5	8	8.5	9

## **APPENDIX D - SICK LEAVE (through January 6, 1998)**

Eligible employees 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** **(Effective through January 6, 1998)**

<b>Number of Hours Worked During Pay Period</b>	<b>Less than 900 Hours</b>	<b>900 Hours and Maintained</b>
Less than 9½	0	0
At least 9½, but less than 19½	.75	.25
At least 19½, but less than 29½	1	.5
At least 29½, but less than 39½	1.5	.75
At least 39½, but less than 49½	2	1
At least 49½, but less than 59½	2.5	1.25
At least 59½, but less than 69½	3	1.5
At least 69½, but less than 79½	3.5	1.75
At least 79½	4	2

## **APPENDIX D1 - SICK LEAVE (effective January 7, 1998)**

Eligible employees 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** **(Effective January 7, 1998)**

<b>Number of Hours Worked During Pay Period</b>	<b>Number of Hours Accrued</b>
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

**Compensation Grid 2**  
**Unit 2 AFSCME Craft, Maintenance and Labor**  
**Ranges 77-95**  
**Effective 07/01/97 - 06/30/98**

Comp Code	A	B	C	D	E	F	
Step	01	02	03	04	05	06	
Range							Range
77	HR 11.23	11.48	11.74	12.00	12.26	12.48	77
	YR 23.448	23.970	24.513	25.056	25.599	26.058	
78	HR 11.48	11.74	12.00	12.26	12.48	12.74	78
	YR 23.970	24.513	25.056	25.599	26.058	26.601	
79	HR 11.74	12.00	12.26	12.48	12.74	12.99	79
	YR 24.513	25.056	25.599	26.058	26.601	27.123	
80	HR 12.00	12.26	12.48	12.74	12.99	13.36	80
	YR 25.056	25.599	26.058	26.601	27.123	27.896	
81	HR 12.26	12.48	12.74	12.99	13.36	13.76	81
	YR 25.599	26.058	26.601	27.123	27.896	28.731	
82	HR 12.48	12.74	12.99	13.36	13.76	14.15	82
	YR 26.058	26.601	27.123	27.896	28.731	29.545	
83	HR 12.74	12.99	13.36	13.76	14.15	14.54	83
	YR 26.601	27.123	27.896	28.731	29.545	30.360	
84	HR 12.99	13.36	13.76	14.15	14.54	15.01	84
	YR 27.123	27.896	28.731	29.545	30.360	31.341	
85	HR 13.36	13.76	14.15	14.54	15.01	15.43	85
	YR 27.896	28.731	29.545	30.360	31.341	32.218	
86	HR 13.76	14.15	14.54	15.01	15.43	15.86	86
	YR 28.731	29.545	30.360	31.341	32.218	33.116	
87	HR 14.15	14.54	15.01	15.43	15.86	16.33	87
	YR 29.545	30.360	31.341	32.218	33.116	34.097	
88	HR 14.54	15.01	15.43	15.86	16.33	16.80	88
	YR 30.360	31.341	32.218	33.116	34.097	35.078	
89	HR 15.01	15.43	15.86	16.33	16.80	17.29	89
	YR 31.341	32.218	33.116	34.097	35.078	36.102	
90	HR 15.43	15.86	16.33	16.80	17.29	17.81	90
	YR 32.218	33.116	34.097	35.078	36.102	37.187	
91	HR 15.86	16.33	16.80	17.29	17.81	18.29	91
	YR 33.116	34.097	35.078	36.102	37.187	38.190	
92	HR 16.33	16.80	17.29	17.81	18.29	18.88	92
	YR 34.097	35.078	36.102	37.187	38.190	39.421	
93	HR 16.80	17.29	17.81	18.29	18.88	19.42	93
	YR 35.078	36.102	37.187	38.190	39.421	40.549	
94	HR 17.29	17.81	18.29	18.88	19.42	20.02	94
	YR 36.102	37.187	38.190	39.421	40.549	41.802	
95	HR 17.81	18.29	18.88	19.42	20.02	20.65	95
	YR 37.187	38.190	39.421	40.549	41.802	43.117	
Step	01	02	03	04	05	06	
Comp Code	A	B	C	D	E	F	

HR - Hourly Salary Rate

YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 2A  
Unit 2 AFSCME  
Effective 07/01/97 - 06/30/98**

**Highway Maintenance Worker**

Comp Code	A	B	C	D	E	F	G	H
Step	01	02	03	04	05	06	07	08
Service Requirement	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	6 Mos	12 Mos	
Range								
30	HR 12.99	13.36	13.76	14.15	14.54	15.01	15.43	15.86
	YR 27,123	27,896	28,731	29,545	30,360	31,341	32,218	33,116

**Building Maintenance Coordinator**

Comp Code	A	B	C	D	E	F	G	H	I	J	K
Step	01	02	03	04	05	06	07	08	09	10	11
Service Requirement	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range											
40	HR 15.71	16.18	16.67	17.15	17.62	18.15	18.63	19.17	19.70	20.21	20.71
	YR 32,802	33,784	34,807	35,809	36,791	37,897	38,899	40,027	41,134	42,198	43,242

**Storage Garage Coordinator**

Comp Code	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
Service Requirement	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range												
41	HR 10.72	10.98	11.25	11.51	11.76	12.08	12.39	12.74	13.13	13.44	13.81	14.18
	YR 22,383	22,926	23,490	24,033	24,555	25,223	25,870	26,601	27,415	28,063	28,835	29,608

HR - Hourly Salary Rate.

YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

**Compensation Grid 3-4-6  
Unit 3, 4 and 6 AFSCME Service, Health Care Non-professional and Clerical  
Ranges 42-77  
Effective 07/01/97 - 06/30/98**

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																Range
42	HR 7.18 YR 14,992	7.35 15,347	7.54 15,744	7.73 16,140	7.91 16,516	8.13 16,975	8.31 17,351	8.53 17,811	8.73 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	42
43	HR 7.35 YR 15,347	7.54 15,744	7.73 16,140	7.91 16,516	8.13 16,975	8.31 17,351	8.53 17,811	8.73 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.05 21,005	43
44	HR 7.54 YR 15,744	7.73 16,140	7.91 16,516	8.13 16,975	8.31 17,351	8.53 17,811	8.73 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.05 21,005	10.29 21,486	44
45	HR 7.73 YR 16,140	7.91 16,516	8.13 16,975	8.31 17,351	8.53 17,811	8.73 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.05 21,005	10.29 21,486	10.52 21,966	45
46	HR 7.91 YR 16,516	8.13 16,975	8.31 17,351	8.53 17,811	8.73 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.05 21,005	10.29 21,486	10.52 21,966	10.75 22,446	46
47	HR 8.13 YR 16,975	8.31 17,351	8.53 17,811	8.73 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.05 21,005	10.29 21,486	10.52 21,966	10.75 22,446	11.01 22,989	47
48	HR 8.31 YR 17,351	8.53 17,811	8.73 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.05 21,005	10.29 21,486	10.52 21,966	10.75 22,446	11.01 22,989	11.25 23,490	48
49	HR 8.53 YR 17,811	8.73 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.03 20,943	10.29 21,486	10.52 21,966	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	49
50	HR 8.73 YR 18,228	8.94 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.03 20,943	10.26 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	50
51	HR 8.94 YR 18,667	9.14 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.03 20,943	10.26 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	51
52	HR 9.14 YR 19,084	9.29 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.03 20,943	10.26 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	12.25 25,533	52
53	HR 9.29 YR 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.03 20,943	10.26 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	12.25 25,533	12.50 26,033	53
54	HR 9.45 YR 19,732	9.64 20,128	9.83 20,525	10.03 20,943	10.26 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	12.25 25,533	12.50 26,033	12.75 26,533	54
55	HR 9.64 YR 20,128	9.83 20,525	10.03 20,943	10.26 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	12.25 25,533	12.50 26,033	12.75 26,533	13.00 27,033	55
56	HR 9.83 YR 20,525	10.03 20,943	10.26 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	12.25 25,533	12.50 26,033	12.75 26,533	13.00 27,033	13.25 27,533	56
57	HR 10.03 YR 20,943	10.26 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	12.25 25,533	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	57
58	HR 10.26 YR 21,423	10.51 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	12.25 25,533	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	58
59	HR 10.51 YR 21,945	10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.75 24,533	12.00 25,033	12.25 25,533	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	59

Step

Comp Code

HR - Hourly Salary Rate  
YR - Yearly Salary Rate (2.088 x Hourly Salary Rate)  
Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 3-4-6**  
**Unit 3, 4 and 6 AFSCME Service, Health Care Non-professional and Clerical (cont.)**  
**Ranges 42-77**  
**Effective 07/01/97 - 06/30/98**

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Step
	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
60	HR 10.75 22,446	11.01 22,989	11.25 23,490	11.51 24,033	11.80 24,638	12.10 25,265	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	60
61	HR 11.01 22,989	11.25 23,490	11.51 24,033	11.80 24,638	12.10 25,265	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343		61
62	HR 11.25 23,490	11.51 24,033	11.80 24,638	12.10 25,265	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262		62
63	HR 11.51 24,033	11.80 24,638	12.10 25,265	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181		63
64	HR 11.80 24,638	12.10 25,265	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078		64
65	HR 12.10 25,265	12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976		65
66	HR 12.47 26,037	12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020		66
67	HR 12.78 26,685	13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002		67
68	HR 13.10 27,353	13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962		68
69	HR 13.46 28,104	13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027		69
70	HR 13.83 28,877	14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027	19.67 41,071		70
71	HR 14.21 29,670	14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027	19.67 41,071	20.15 42,073		71
72	HR 14.58 30,443	15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027	19.67 41,071	20.15 42,073	20.64 43,096		72
73	HR 15.07 31,466	15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027	19.67 41,071	20.15 42,073	20.64 43,096	21.10 44,057		73
74	HR 15.49 32,343	15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027	19.67 41,071	20.15 42,073	20.64 43,096	21.10 44,057	21.63 45,163		74
75	HR 15.93 33,262	16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027	19.67 41,071	20.15 42,073	20.64 43,096	21.10 44,057	21.63 45,163	22.09 46,124		75
76	HR 16.37 34,181	16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027	19.67 41,071	20.15 42,073	20.64 43,096	21.10 44,057	21.63 45,163	22.09 46,124	22.56 47,105		76
77	HR 16.80 35,078	17.23 35,976	17.73 37,020	18.20 38,002	18.66 38,962	19.17 40,027	19.67 41,071	20.15 42,073	20.64 43,096	21.10 44,057	21.63 45,163	22.09 46,124	22.56 47,105	23.03 48,087		77

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Step 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15  
 Comp Code A B C D E F G H I J K L M N O  
 HR - Hourly Salary Rate  
 YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)  
 Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 3A  
Unit 3 AFSCME  
Effective 07/01/97 - 06/30/98**

**Laborer - General**

Comp Code	A	B	C	D	E	F	G	H
Step	01	02	03	04	05	06	07	08
Service Requirement	800 Hrs	800 Hrs	800 Hrs	1600 Hrs	1600 Hrs	1600 Hrs	1600 Hrs	1600 Hrs
Range 10	HR 10.07 YR 21,026	10.32 21,548	10.57 22,070	10.83 22,613	11.07 23,114	12.08 25,223	12.40 25,891	12.72 26,559

**General Maintenance Worker**

Comp Code	A	B	C	D	E	F	G	H	I	J	K
Step	01	02	03	04	05	06	07	08	09	10	11
Service Requirement	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	6 Mos	18 Mos	6 Mos	12 Mos	
Range 12	HR 9.29 YR 19,398	9.45 19,732	9.64 20,128	9.83 20,525	10.03 20,943	10.26 21,423	11.42 23,845	11.68 24,388	12.71 26,538	13.05 27,248	13.40 27,979

**General Maintenance Worker Lead**

Comp Code	A	B	C	D	E	F
Step	01	02	03	04	05	06
Service Requirement	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	
Range 16	HR 12.10 YR 25,265	12.37 25,829	12.71 26,538	13.05 27,248	13.40 27,979	13.78 28,773

**Materials Transfer Driver**

Comp Code	A	B	C	D	E	F
Step	01	02	03	04	05	06
Service Requirement	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	
Range 18	HR 12.71 YR 26,538	13.05 27,248	13.40 27,979	13.78 28,773	14.18 29,608	14.58 30,443

**Supported Employment Worker**

Comp Code	A	B	C	D	E	F	G	H	I
Step	01	02	03	04	05	06	07	08	09
Service Requirement	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 20	HR 5.86 YR 12,236	6.13 12,799	6.41 13,384	7.02 14,658	7.62 15,911	8.29 17,310	8.92 18,625	9.51 19,857	10.08 21,047

HR - Hourly Salary Rate  
YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)  
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

**Compensation Grid 4A  
Unit 4 AFSCME  
Effective 07/01/97 - 06/30/98**

**Human Services Technician**

Comp Code	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
Service Requirement	12 Mos															
Range																
25 HR	9.45	9.64	9.83	10.26	11.25	11.51	11.80	12.10	12.47	12.78	13.10	13.46	13.83	14.21	14.58	15.07
YR	19,732	20,128	20,525	21,423	23,490	24,033	24,638	25,265	26,037	26,685	27,353	28,104	28,877	29,670	30,443	31,466

HR - Hourly Salary Rate

YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

**Compensation Grid 7**  
**Unit 7 AFSCME Technical**  
**Ranges 42-77**  
**Effective 07/01/97 - 06/30/98**

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Range 42															Range 42
HR	7.18	7.35	7.54	7.73	7.91	8.14	8.34	8.57	8.83	9.01	9.22	9.40	9.61	9.81	
YR	14,992	15,347	15,744	16,140	16,516	16,996	17,414	17,894	18,437	18,813	19,251	19,627	20,066	20,483	
HR	7.35	7.54	7.73	7.91	8.14	8.34	8.57	8.83	9.01	9.22	9.40	9.61	9.81	10.02	43
YR	15,347	15,744	16,140	16,516	16,996	17,414	17,894	18,437	18,813	19,251	19,627	20,066	20,483	20,922	
HR	7.54	7.73	7.91	8.14	8.34	8.57	8.83	9.01	9.22	9.40	9.61	9.81	10.02	10.29	44
YR	15,744	16,140	16,516	16,996	17,414	17,894	18,437	18,813	19,251	19,627	20,066	20,483	20,922	21,486	
HR	7.73	7.91	8.14	8.34	8.57	8.83	9.01	9.22	9.40	9.61	9.81	10.02	10.29	10.54	45
YR	16,140	16,516	16,996	17,414	17,894	18,437	18,813	19,251	19,627	20,066	20,483	20,922	21,486	22,008	
HR	7.91	8.14	8.34	8.57	8.83	9.01	9.22	9.40	9.61	9.81	10.02	10.29	10.54	10.78	46
YR	16,516	16,996	17,414	17,894	18,437	18,813	19,251	19,627	20,066	20,483	20,922	21,486	22,008	22,509	
HR	8.14	8.34	8.57	8.83	9.01	9.22	9.40	9.61	9.81	10.02	10.29	10.54	10.78	11.05	47
YR	16,996	17,414	17,894	18,437	18,813	19,251	19,627	20,066	20,483	20,922	21,486	22,008	22,509	23,072	
HR	8.34	8.57	8.83	9.01	9.22	9.40	9.61	9.81	10.02	10.29	10.54	10.78	11.05	11.30	48
YR	17,414	17,894	18,437	18,813	19,251	19,627	20,066	20,483	20,922	21,486	22,008	22,509	23,072	23,594	
HR	8.57	8.83	9.01	9.22	9.40	9.61	9.81	10.02	10.24	10.54	10.78	11.05	11.30	11.57	49
YR	17,894	18,437	18,813	19,251	19,627	20,066	20,483	20,922	21,381	22,008	22,509	23,072	23,594	24,158	
HR	8.83	9.01	9.22	9.40	9.61	9.81	10.02	10.24	10.51	10.75	11.05	11.30	11.57	11.83	50
YR	18,437	18,813	19,251	19,627	20,066	20,483	20,922	21,381	21,945	22,446	23,072	23,594	24,158	24,701	
HR	9.01	9.22	9.40	9.61	9.81	10.02	10.24	10.51	10.75	11.05	11.30	11.57	11.83	12.15	51
YR	18,813	19,251	19,627	20,066	20,483	20,922	21,381	21,945	22,446	23,072	23,594	24,158	24,701	25,369	
HR	9.22	9.40	9.61	9.81	10.02	10.24	10.51	10.75	11.05	11.30	11.57	11.83	12.15	12.51	52
YR	19,251	19,627	20,066	20,483	20,922	21,381	21,945	22,446	23,072	23,594	24,158	24,701	25,369	26,121	
HR	9.40	9.61	9.81	10.02	10.24	10.51	10.75	11.05	11.30	11.57	11.83	12.15	12.51	12.92	53
YR	19,627	20,066	20,483	20,922	21,381	21,945	22,446	23,072	23,594	24,158	24,701	25,369	26,121	26,977	
HR	9.61	9.81	10.02	10.24	10.51	10.75	11.05	11.30	11.57	11.83	12.15	12.51	12.92	13.26	54
YR	20,066	20,483	20,922	21,381	21,945	22,446	23,072	23,594	24,158	24,701	25,369	26,121	26,977	27,687	
HR	9.81	10.02	10.24	10.51	10.75	11.05	11.30	11.57	11.83	12.15	12.51	12.92	13.26	13.62	55
YR	20,483	20,922	21,381	21,945	22,446	23,072	23,594	24,158	24,701	25,369	26,121	26,977	27,687	28,439	
HR	10.02	10.24	10.51	10.75	11.05	11.30	11.57	11.83	12.15	12.51	12.92	13.26	13.62	14.01	56
YR	20,922	21,381	21,945	22,446	23,072	23,594	24,158	24,701	25,369	26,121	26,977	27,687	28,439	29,253	
HR	10.24	10.51	10.75	11.05	11.30	11.57	11.83	12.15	12.51	12.92	13.26	13.62	14.01	14.42	57
YR	21,381	21,945	22,446	23,072	23,594	24,158	24,701	25,369	26,121	26,977	27,687	28,439	29,253	30,109	
HR	10.51	10.75	11.05	11.30	11.57	11.83	12.15	12.51	12.92	13.26	13.62	14.01	14.42	14.81	58
YR	21,945	22,446	23,072	23,594	24,158	24,701	25,369	26,121	26,977	27,687	28,439	29,253	30,109	30,923	
HR	10.75	11.05	11.30	11.57	11.83	12.15	12.51	12.92	13.26	13.62	14.01	14.42	14.81	15.25	59
YR	22,446	23,072	23,594	24,158	24,701	25,369	26,121	26,977	27,687	28,439	29,253	30,109	30,923	31,842	
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
HR - Hourly Salary Rate															
YR - Yearly Salary Rate (2.0688 x Hourly Salary Rate)															
Monthly Salary Rate - 174 x Hourly Salary Rate															

**Compensation Grid 7**  
**Unit 7 AFSCME Technical (cont.)**  
**Ranges 42-77**  
**Effective 07/01/97 - 06/30/98**

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	Range
60	HR 11.05 YR 23,072	11.30 23,594	11.57 24,158	11.83 24,701	12.15 25,369	12.51 26,121	12.92 26,977	13.26 27,687	13.62 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	60
61	HR 11.30 YR 23,594	11.57 24,158	11.83 24,701	12.15 25,369	12.51 26,121	12.92 26,977	13.26 27,687	13.62 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	61
62	HR 11.57 YR 24,158	11.83 24,701	12.15 25,369	12.51 26,121	12.92 26,977	13.26 27,687	13.62 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	62
63	HR 11.83 YR 24,701	12.15 25,369	12.51 26,121	12.92 26,977	13.26 27,687	13.62 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	63
64	HR 12.15 YR 25,369	12.51 26,121	12.92 26,977	13.26 27,687	13.62 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	64
65	HR 12.51 YR 26,121	12.92 26,977	13.26 27,687	13.62 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	65
66	HR 12.92 YR 26,977	13.26 27,687	13.62 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	66
67	HR 13.26 YR 27,687	13.62 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	67
68	HR 13.62 YR 28,439	14.01 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	68
69	HR 14.01 YR 29,253	14.42 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	69
70	HR 14.42 YR 30,109	14.81 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	20.73 43,284	70
71	HR 14.81 YR 30,923	15.25 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	20.73 43,284	21.27 44,412	71
72	HR 15.25 YR 31,842	15.72 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	20.73 43,284	21.27 44,412	21.79 45,498	72
73	HR 15.72 YR 32,823	16.18 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	20.73 43,284	21.27 44,412	21.79 45,498	22.35 46,667	73
74	HR 16.18 YR 33,784	16.64 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	20.73 43,284	21.27 44,412	21.79 45,498	22.35 46,667	22.88 47,773	74
75	HR 16.64 YR 34,744	17.15 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	20.73 43,284	21.27 44,412	21.79 45,498	22.35 46,667	22.88 47,773	23.40 48,859	75
76	HR 17.15 YR 35,809	17.62 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	20.73 43,284	21.27 44,412	21.79 45,498	22.35 46,667	22.88 47,773	23.40 48,859	23.92 49,945	76
77	HR 17.62 YR 36,791	18.15 37,897	18.63 38,899	19.17 40,027	19.70 41,134	20.21 42,198	20.73 43,284	21.27 44,412	21.79 45,498	22.35 46,667	22.88 47,773	23.40 48,859	23.92 49,945	24.42 50,989	77

Step 01 02 03 04 05 06 07 08 09 10 11 12 13 14  
 Comp Code A B C D E F G H I J K L M N  
 HR - Hourly Salary Rate  
 YR - Yearly Salary Rate (2.088 x Hourly Salary Rate)  
 Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 7C**  
**Unit 7 AFSCME Agriculture Classes**  
**Ranges 01-03**  
**Effective 07/01/97 - 06/30/98**

Comp Code	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													Range
01	HR 12.82	13.26	13.73	14.15	14.63	15.10	15.64	16.18	16.73	17.32	17.92	18.46	01
	YR 26,768	27,687	28,668	29,545	30,547	31,529	32,656	33,784	34,932	36,164	37,417	38,544	
02	HR 14.63	15.10	15.64	16.18	16.73	17.32	17.92	18.54	19.23	19.94	20.63	21.24	02
	YR 30,547	31,529	32,656	33,784	34,932	36,164	37,417	38,712	40,152	41,635	43,075	44,349	
03	HR 16.18	16.73	17.32	17.92	18.54	19.23	19.94	20.63	21.36	22.17	22.96	23.66	03
	YR 33,784	34,932	36,164	37,417	38,712	40,152	41,635	43,075	44,600	46,291	47,940	49,402	
Step	01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	

HR - Hourly Salary Rate

YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 8**  
**Unit 8 AFSCME Corrections Officers**  
**Ranges 01-03**  
**Effective 07/01/97 - 06/30/98**

Comp Code	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													Range
01	HR 11.69	12.05	12.40	12.75	13.11	13.48	13.86						01
	YR 24,409	25,160	25,891	26,622	27,374	28,146	28,940						
02	HR 12.75	13.11	13.48	13.86	14.26	14.68	15.09	15.53	16.00	16.46	16.94	17.43	02
	YR 26,622	27,374	28,146	28,940	29,775	30,652	31,508	32,427	33,408	34,368	35,371	36,394	
03	HR 14.68	15.09	15.53	16.00	16.46	16.94	17.43	17.91	18.41	18.91	19.47	20.02	03
	YR 30,652	31,508	32,427	33,408	34,368	35,371	36,394	37,396	38,440	39,484	40,653	41,802	
Step	01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	

HR - Hourly Salary Rate

YR - Yearly Salary Rate (2.088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 2**  
**Unit 2 AFSCME Craft, Maintenance and Labor**  
**Ranges 77-95**  
**Effective 07/01/98 - 06/30/99**

Comp Code	A	B	C	D	E	F	Range
Step	01	02	03	04	05	06	
77	HR 11.57	11.82	12.09	12.36	12.63	12.85	77
	YR 24,158	24,680	25,244	25,808	26,371	26,831	
78	HR 11.82	12.09	12.36	12.63	12.85	13.12	78
	YR 24,680	25,244	25,808	26,371	26,831	27,395	
79	HR 12.09	12.36	12.63	12.85	13.12	13.38	79
	YR 25,244	25,808	26,371	26,831	27,395	27,937	
80	HR 12.36	12.63	12.85	13.12	13.38	13.76	80
	YR 25,808	26,371	26,831	27,395	27,937	28,731	
81	HR 12.63	12.85	13.12	13.38	13.76	14.17	81
	YR 26,371	26,831	27,395	27,937	28,731	29,587	
82	HR 12.85	13.12	13.38	13.76	14.17	14.57	82
	YR 26,831	27,395	27,937	28,731	29,587	30,422	
83	HR 13.12	13.38	13.76	14.17	14.57	14.98	83
	YR 27,395	27,937	28,731	29,587	30,422	31,278	
84	HR 13.38	13.76	14.17	14.57	14.98	15.46	84
	YR 27,937	28,731	29,587	30,422	31,278	32,280	
85	HR 13.76	14.17	14.57	14.98	15.46	15.89	85
	YR 28,731	29,587	30,422	31,278	32,280	33,178	
86	HR 14.17	14.57	14.98	15.46	15.89	16.34	86
	YR 29,587	30,422	31,278	32,280	33,178	34,118	
87	HR 14.57	14.98	15.46	15.89	16.34	16.82	87
	YR 30,422	31,278	32,280	33,178	34,118	35,120	
88	HR 14.98	15.46	15.89	16.34	16.82	17.30	88
	YR 31,278	32,280	33,178	34,118	35,120	36,122	
89	HR 15.46	15.89	16.34	16.82	17.30	17.81	89
	YR 32,280	33,178	34,118	35,120	36,122	37,187	
90	HR 15.89	16.34	16.82	17.30	17.81	18.34	90
	YR 33,178	34,118	35,120	36,122	37,187	38,294	
91	HR 16.34	16.82	17.30	17.81	18.34	18.84	91
	YR 34,118	35,120	36,122	37,187	38,294	39,338	
92	HR 16.82	17.30	17.81	18.34	18.84	19.45	92
	YR 35,120	36,122	37,187	38,294	39,338	40,612	
93	HR 17.30	17.81	18.34	18.84	19.45	20.00	93
	YR 36,122	37,187	38,294	39,338	40,612	41,760	
94	HR 17.81	18.34	18.84	19.45	20.00	20.62	94
	YR 37,187	38,294	39,338	40,612	41,760	43,055	
95	HR 18.34	18.84	19.45	20.00	20.62	21.27	95
	YR 38,294	39,338	40,612	41,760	43,055	44,412	

Step	01	02	03	04	05	06
Comp Code	A	B	C	D	E	F

HR - Hourly Salary Rate  
YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)  
Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 2A**  
**Unit 2 AFSCME**  
**Effective 07/01/98 - 06/30/99**

**Highway Maintenance Worker**

Comp Code	A	B	C	D	E	F	G	H
Step	01	02	03	04	05	06	07	08
Service Requirement	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	6 Mos	12 Mos	
Range								
30	HR 13.38	13.76	14.17	14.57	14.98	15.46	15.89	16.34
	YR 27,937	28,731	29,587	30,422	31,278	32,280	33,178	34,118

**Building Maintenance Coordinator**

Comp Code	A	B	C	D	E	F	G	H	I	J	K
Step	01	02	03	04	05	06	07	08	09	10	11
Service Requirement	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range											
40	HR 16.18	16.67	17.17	17.66	18.15	18.69	19.19	19.75	20.29	20.82	21.33
	YR 33,784	34,807	35,851	36,874	37,897	39,025	40,069	41,238	42,366	43,472	44,537

**Storage Garage Coordinator**

Comp Code	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
Service Requirement	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range												
41	HR 11.04	11.31	11.59	11.86	12.11	12.44	12.76	13.12	13.52	13.84	14.22	14.61
	YR 23,052	23,615	24,200	24,764	25,286	25,975	26,643	27,395	28,230	28,898	29,691	30,506

HR - Hourly Salary Rate

YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

**Compensation Grid 3-4-6**  
**Unit 3, 4 and 6 AFSCME Service, Health Care Non-professional and Clerical**  
**Ranges 42-77**  
**Effective 07/01/98 - 06/30/99**

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15
42	HR 7.40	7.57	7.77	7.96	8.15	8.37	8.56	8.79	8.99	9.21	9.41	9.57	9.73	9.93	42
	YR 15,451	15,806	16,224	16,620	17,017	17,477	17,873	18,354	18,771	19,230	19,648	19,982	20,316	20,734	
43	HR 7.57	7.77	7.96	8.15	8.37	8.56	8.79	8.99	9.21	9.41	9.57	9.73	9.93	10.12	43
	YR 15,806	16,224	16,620	17,017	17,477	17,873	18,354	18,771	19,230	19,648	19,982	20,316	20,734	21,131	
44	HR 7.77	7.96	8.15	8.37	8.56	8.79	8.99	9.21	9.41	9.57	9.73	9.93	10.12	10.36	44
	YR 16,224	16,620	17,017	17,477	17,873	18,354	18,771	19,230	19,648	19,982	20,316	20,734	21,131	21,632	
45	HR 7.96	8.15	8.37	8.56	8.79	8.99	9.21	9.41	9.57	9.73	9.93	10.12	10.36	10.60	45
	YR 16,620	17,017	17,477	17,873	18,354	18,771	19,230	19,648	19,982	20,316	20,734	21,131	21,632	22,133	
46	HR 8.15	8.37	8.56	8.79	8.99	9.21	9.41	9.57	9.73	9.93	10.12	10.36	10.60	10.84	46
	YR 17,017	17,477	17,873	18,354	18,771	19,230	19,648	19,982	20,316	20,734	21,131	21,632	22,133	22,634	
47	HR 8.37	8.56	8.79	8.99	9.21	9.41	9.57	9.73	9.93	10.12	10.36	10.60	10.84	11.07	47
	YR 17,477	17,873	18,354	18,771	19,230	19,648	19,982	20,316	20,734	21,131	21,632	22,133	22,634	23,114	
48	HR 8.56	8.79	8.99	9.21	9.41	9.57	9.73	9.93	10.12	10.36	10.60	10.84	11.07	11.34	48
	YR 17,873	18,354	18,771	19,230	19,648	19,982	20,316	20,734	21,131	21,632	22,133	22,634	23,114	23,678	
49	HR 8.79	8.99	9.21	9.41	9.57	9.73	9.93	10.12	10.33	10.60	10.84	11.07	11.34	11.59	49
	YR 18,354	18,771	19,230	19,648	19,982	20,316	20,734	21,131	21,569	22,133	22,634	23,114	23,678	24,200	
50	HR 8.99	9.21	9.41	9.57	9.73	9.93	10.12	10.33	10.57	10.83	11.07	11.34	11.59	11.86	50
	YR 18,771	19,230	19,648	19,982	20,316	20,734	21,131	21,569	22,070	22,613	23,114	23,678	24,200	24,764	
51	HR 9.21	9.41	9.57	9.73	9.93	10.12	10.33	10.57	10.83	11.07	11.34	11.59	11.86	12.15	51
	YR 19,230	19,648	19,982	20,316	20,734	21,131	21,569	22,070	22,613	23,114	23,678	24,200	24,764	25,369	
52	HR 9.41	9.57	9.73	9.93	10.12	10.33	10.57	10.83	11.07	11.34	11.59	11.86	12.15	12.46	52
	YR 19,648	19,982	20,316	20,734	21,131	21,569	22,070	22,613	23,114	23,678	24,200	24,764	25,369	26,016	26,610
53	HR 9.57	9.73	9.93	10.12	10.33	10.57	10.83	11.07	11.34	11.59	11.86	12.15	12.46	12.84	53
	YR 19,982	20,316	20,734	21,131	21,569	22,070	22,613	23,114	23,678	24,200	24,764	25,369	26,016	26,810	
54	HR 9.73	9.93	10.12	10.33	10.57	10.83	11.07	11.34	11.59	11.86	12.15	12.46	12.84	13.16	54
	YR 20,316	20,734	21,131	21,569	22,070	22,613	23,114	23,678	24,200	24,764	25,369	26,016	26,810	27,478	
55	HR 9.93	10.12	10.33	10.57	10.83	11.07	11.34	11.59	11.86	12.15	12.46	12.84	13.16	13.49	55
	YR 20,734	21,131	21,569	22,070	22,613	23,114	23,678	24,200	24,764	25,369	26,016	26,810	27,478	28,167	
56	HR 10.12	10.33	10.57	10.83	11.07	11.34	11.59	11.86	12.15	12.46	12.84	13.16	13.49	13.86	56
	YR 21,131	21,569	22,070	22,613	23,114	23,678	24,200	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733
57	HR 10.33	10.57	10.83	11.07	11.34	11.59	11.86	12.15	12.46	12.84	13.16	13.49	13.86	14.24	57
	YR 21,569	22,070	22,613	23,114	23,678	24,200	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568
58	HR 10.57	10.83	11.07	11.34	11.59	11.86	12.15	12.46	12.84	13.16	13.49	13.86	14.24	14.64	58
	YR 22,070	22,613	23,114	23,678	24,200	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568	
59	HR 10.83	11.07	11.34	11.59	11.86	12.15	12.46	12.84	13.16	13.49	13.86	14.24	14.64	15.02	59
	YR 22,613	23,114	23,678	24,200	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406

Step 01 02 03 04 05 06 07 08 09 10 11 12 13 14 15  
 Comp Code A B C D E F G H I J K L M N O  
 HR - Hourly Salary Rate  
 YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)  
 Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 3-4-6  
Unit 3, 4 and 6 AFSCME Service, Health Care Non-professional and Clerical (cont.)**

**Ranges 42-77  
Effective 07/01/98 - 06/30/99**

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	Range	
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	15		
60	HR	11.07	11.34	11.59	11.86	12.15	12.46	12.84	13.16	13.49	13.86	14.24	14.64	15.02	15.52	15.95	60
	YR	23,114	23,678	24,200	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406	33,304	
61	HR	11.34	11.59	11.86	12.15	12.46	12.84	13.16	13.49	13.86	14.24	14.64	15.02	15.52	15.95		61
	YR	23,678	24,200	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406	33,304		
62	HR	11.59	11.86	12.15	12.46	12.84	13.16	13.49	13.86	14.24	14.64	15.02	15.52	15.95	16.41		62
	YR	24,200	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406	33,304	34,264		
63	HR	11.86	12.15	12.46	12.84	13.16	13.49	13.86	14.24	14.64	15.02	15.52	15.95	16.41	16.86		63
	YR	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406	33,304	34,264	35,204		
64	HR	12.15	12.46	12.84	13.16	13.49	13.86	14.24	14.64	15.02	15.52	15.95	16.41	16.86	17.30		64
	YR	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406	33,304	34,264	35,204	36,122		
65	HR	12.46	12.84	13.16	13.49	13.86	14.24	14.64	15.02	15.52	15.95	16.41	16.86	17.30	17.75		65
	YR	26,016	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406	33,304	34,264	35,204	36,122	37,062		
66	HR	12.84	13.16	13.49	13.86	14.24	14.64	15.02	15.52	15.95	16.41	16.86	17.30	17.75	18.26		66
	YR	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406	33,304	34,264	35,204	36,122	37,062	38,127		
67	HR	13.16	13.49	13.86	14.24	14.64	15.02	15.52	15.95	16.41	16.86	17.30	17.75	18.26	18.75		67
	YR	27,478	28,167	28,940	29,733	30,568	31,362	32,406	33,304	34,264	35,204	36,122	37,062	38,127	39,150		
68	HR	13.49	13.86	14.24	14.64	15.02	15.52	15.95	16.41	16.86	17.30	17.75	18.26	18.75	19.22		68
	YR	28,167	28,940	29,733	30,568	31,362	32,406	33,304	34,264	35,204	36,122	37,062	38,127	39,150	40,131		
69	HR	13.86	14.24	14.64	15.02	15.52	15.95	16.41	16.86	17.30	17.75	18.26	18.75	19.22	19.75		69
	YR	28,940	29,733	30,568	31,362	32,406	33,304	34,264	35,204	36,122	37,062	38,127	39,150	40,131	41,238		
70	HR	14.24	14.64	15.02	15.52	15.95	16.41	16.86	17.30	17.75	18.26	18.75	19.22	19.75	20.26		70
	YR	29,733	30,568	31,362	32,406	33,304	34,264	35,204	36,122	37,062	38,127	39,150	40,131	41,238	42,303		
71	HR	14.64	15.02	15.52	15.95	16.41	16.86	17.30	17.75	18.26	18.75	19.22	19.75	20.26	20.75		71
	YR	30,568	31,362	32,406	33,304	34,264	35,204	36,122	37,062	38,127	39,150	40,131	41,238	42,303	43,326		
72	HR	15.02	15.52	15.95	16.41	16.86	17.30	17.75	18.26	18.75	19.22	19.75	20.26	20.75	21.26		72
	YR	31,362	32,406	33,304	34,264	35,204	36,122	37,062	38,127	39,150	40,131	41,238	42,303	43,326	44,391		
73	HR	15.52	15.95	16.41	16.86	17.30	17.75	18.26	18.75	19.22	19.75	20.26	20.75	21.26	21.73		73
	YR	32,406	33,304	34,264	35,204	36,122	37,062	38,127	39,150	40,131	41,238	42,303	43,326	44,391	45,372		
74	HR	15.95	16.41	16.86	17.30	17.75	18.26	18.75	19.22	19.75	20.26	20.75	21.26	21.73	22.28		74
	YR	33,304	34,264	35,204	36,122	37,062	38,127	39,150	40,131	41,238	42,303	43,326	44,391	45,372	46,521		
75	HR	16.41	16.86	17.30	17.75	18.26	18.75	19.22	19.75	20.26	20.75	21.26	21.73	22.28	22.75		75
	YR	34,264	35,204	36,122	37,062	38,127	39,150	40,131	41,238	42,303	43,326	44,391	45,372	46,521	47,502		
76	HR	16.86	17.30	17.75	18.26	18.75	19.22	19.75	20.26	20.75	21.26	21.73	22.28	22.75	23.24		76
	YR	35,204	36,122	37,062	38,127	39,150	40,131	41,238	42,303	43,326	44,391	45,372	46,521	47,502	48,525		
77	HR	17.30	17.75	18.26	18.75	19.22	19.75	20.26	20.75	21.26	21.73	22.28	22.75	23.24	23.72		77
	YR	36,122	37,062	38,127	39,150	40,131	41,238	42,303	43,326	44,391	45,372	46,521	47,502	48,525	49,527		

Step

Comp Code

HR - Hourly Salary Rate  
YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)  
Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 3A**  
**Unit 3 AFSCME**  
**Effective 07/01/98 - 06/30/99**

**Laborer - General**

Comp Code	A	B	C	D	E	F	G	H
Step	01	02	03	04	05	06	07	08
Service Requirement	800 Hrs	800 Hrs	800 Hrs	1600 Hrs	1600 Hrs	1600 Hrs	1600 Hrs	
Range 10	HR 10.37 YR 21,653	10.63 22,195	10.89 22,738	11.15 23,281	11.40 23,803	12.44 25,975	12.77 26,664	13.10 27,353

**General Maintenance Worker**

Comp Code	A	B	C	D	E	F	G	H	I	J	K
Step	01	02	03	04	05	06	07	08	09	10	11
Service Requirement	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	6 Mos	18 Mos	6 Mos	12 Mos	
Range 12	HR 9.57 YR 19,982	9.73 20,316	9.93 20,734	10.12 21,131	10.33 21,569	10.57 22,070	11.76 24,555	12.03 25,119	13.09 27,332	13.44 28,063	13.80 28,814

**General Maintenance Worker Lead**

Comp Code	A	B	C	D	E	F
Step	01	02	03	04	05	06
Service Requirement	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	
Range 16	HR 12.46 YR 26,016	12.74 26,501	13.09 27,332	13.44 28,063	13.80 28,814	14.19 29,629

**Materials Transfer Driver**

Comp Code	A	B	C	D	E	F
Step	01	02	03	04	05	06
Service Requirement	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	
Range 18	HR 13.09 YR 27,332	13.44 28,063	13.80 28,814	14.19 29,629	14.61 30,506	15.02 31,362

**Supported Employment Worker**

Comp Code	A	B	C	D	E	F	G	H	I
Step	01	02	03	04	05	06	07	08	09
Service Requirement	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 20	HR 6.04 YR 12,612	6.31 13,175	6.60 13,781	7.23 15,096	7.85 16,391	8.54 17,832	9.19 19,189	9.80 20,462	10.38 21,673

HR - Hourly Salary Rate  
 YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)  
 Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

**Compensation Grid 4A  
Unit 4 AFSCME  
Effective 07/01/98 - 06/30/99**

**Human Services Technician**

Comp Code	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
Service Requirement	12 Mos															
Range																
25 HR	9.73	9.93	10.12	10.57	11.59	11.86	12.15	12.46	12.84	13.16	13.49	13.86	14.24	14.64	15.02	15.52
YR	20,316	20,734	21,131	22,070	24,200	24,764	25,369	26,016	26,810	27,478	28,167	28,940	29,733	30,568	31,362	32,406

HR - Hourly Salary Rate

YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

**Compensation Grid 7  
Unit 7 AFSCME Technical  
Ranges 42-77  
Effective 07/01/98 - 06/30/99**

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	Range
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	
42	HR 7.40 YR 15.451	7.57 15.806	7.77 16.224	7.96 16.620	8.15 17.017	8.38 17.497	8.59 17.936	8.83 18.437	9.09 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	42
43	HR 7.57 YR 15.806	7.77 16.224	7.96 16.620	8.15 17.017	8.38 17.497	8.59 17.936	8.83 18.437	9.09 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	43
44	HR 7.77 YR 16.224	7.96 16.620	8.15 17.017	8.38 17.497	8.59 17.936	8.83 18.437	9.09 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.60 22.133	44
45	HR 7.96 YR 16.620	8.15 17.017	8.38 17.497	8.59 17.936	8.83 18.437	9.09 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.60 22.133	10.86 22.676	45
46	HR 8.15 YR 17.017	8.38 17.497	8.59 17.936	8.83 18.437	9.09 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.60 22.133	10.86 22.676	11.10 23.177	46
47	HR 8.38 YR 17.497	8.59 17.936	8.83 18.437	9.09 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.60 22.133	10.86 22.676	11.10 23.177	11.38 23.761	47
48	HR 8.59 YR 17.936	8.83 18.437	9.09 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.60 22.133	10.86 22.676	11.10 23.177	11.38 23.761	11.64 24.304	48
49	HR 8.83 YR 18.437	9.09 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.55 22.028	10.86 22.676	11.10 23.177	11.38 23.761	11.64 24.304	11.92 24.889	49
50	HR 9.09 YR 18.980	9.28 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.55 22.028	10.83 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	50
51	HR 9.28 YR 19.377	9.50 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.55 22.028	10.83 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	51
52	HR 9.50 YR 19.836	9.68 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.55 22.028	10.83 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	52
53	HR 9.68 YR 20.212	9.90 20.671	10.10 21.089	10.32 21.548	10.55 22.028	10.83 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	53
54	HR 9.90 YR 20.671	10.10 21.089	10.32 21.548	10.55 22.028	10.83 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	54
55	HR 10.10 YR 21.089	10.32 21.548	10.55 22.028	10.83 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	55
56	HR 10.32 YR 21.548	10.55 22.028	10.83 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	56
57	HR 10.55 YR 22.028	10.83 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	57
58	HR 10.83 YR 22.613	11.07 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	58
59	HR 11.07 YR 23.114	11.38 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	59

Step 01 02 03 04 05 06 07 08 09 10 11 12 13 14  
 Comp Code A B C D E F G H I J K L M N  
 HR - Hourly Salary Rate  
 YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)  
 Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 7**  
**Unit 7 AFSCME Technical (cont.)**  
**Ranges 42-77**  
**Effective 07/01/98 - 06/30/99**

Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Range															Range
60	HR 11.38 YR 23.761	11.64 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	60
61	HR 11.64 YR 24.304	11.92 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	61
62	HR 11.92 YR 24.889	12.18 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	62
63	HR 12.18 YR 25.432	12.51 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	63
64	HR 12.51 YR 26.121	12.89 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	64
65	HR 12.89 YR 26.914	13.31 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	65
66	HR 13.31 YR 27.791	13.66 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	66
67	HR 13.66 YR 28.522	14.03 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	67
68	HR 14.03 YR 29.295	14.43 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	68
69	HR 14.43 YR 30.130	14.85 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	69
70	HR 14.85 YR 31.007	15.25 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	21.35 44.579	70
71	HR 15.25 YR 31.842	15.71 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	21.35 44.579	21.91 45.748	71
72	HR 15.71 YR 32.802	16.19 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	21.35 44.579	21.91 45.748	22.44 46.855	72
73	HR 16.19 YR 33.805	16.67 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	21.35 44.579	21.91 45.748	22.44 46.855	23.02 48.066	73
74	HR 16.67 YR 34.807	17.14 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	21.35 44.579	21.91 45.748	22.44 46.855	23.02 48.066	23.57 49.214	74
75	HR 17.14 YR 35.788	17.66 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	21.35 44.579	21.91 45.748	22.44 46.855	23.02 48.066	23.57 49.214	24.10 50.321	75
76	HR 17.66 YR 36.874	18.15 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	21.35 44.579	21.91 45.748	22.44 46.855	23.02 48.066	23.57 49.214	24.10 50.321	24.64 51.448	76
77	HR 18.15 YR 37.897	18.69 39.025	19.19 40.069	19.75 41.238	20.29 42.366	20.82 43.472	21.35 44.579	21.91 45.748	22.44 46.855	23.02 48.066	23.57 49.214	24.10 50.321	24.64 51.448	25.15 52.513	77
Step	01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	M	N	

HR - Hourly Salary Rate  
YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)  
Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 7C**  
**Unit 7 AFSCME Agriculture Classes**  
**Ranges 01-03**  
**Effective 07/01/98 - 06/30/99**

Comp Code	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													Range
01	HR 13.20	13.66	14.14	14.57	15.07	15.55	16.11	16.67	17.23	17.84	18.46	19.01	01
	YR 27,562	28,522	29,524	30,422	31,466	32,468	33,638	34,807	35,976	37,250	38,544	39,693	
02	HR 15.07	15.55	16.11	16.67	17.23	17.84	18.46	19.10	19.81	20.54	21.25	21.88	02
	YR 31,466	32,468	33,638	34,807	35,976	37,250	38,544	39,881	41,363	42,888	44,370	45,685	
03	HR 16.67	17.23	17.84	18.46	19.10	19.81	20.54	21.25	22.00	22.84	23.65	24.37	03
	YR 34,807	35,976	37,250	38,544	39,881	41,363	42,888	44,370	45,936	47,690	49,381	50,885	
Step	01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	

HR - Hourly Salary Rate

YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

**Compensation Grid 8  
Unit 8 AFSCME Corrections Officers  
Ranges 01-03  
Effective 07/01/98 - 06/30/99**

Comp Code	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													Range
01	HR 12.04	12.41	12.77	13.13	13.50	13.88	14.28						01
	YR 25,140	25,912	26,664	27,415	28,188	28,981	29,817						
02	HR 13.13	13.50	13.88	14.28	14.69	15.12	15.54	16.00	16.48	16.95	17.45	17.95	02
	YR 27,415	28,188	28,981	29,817	30,673	31,571	32,448	33,408	34,410	35,392	36,436	37,480	
03	HR 15.12	15.54	16.00	16.48	16.95	17.45	17.95	18.45	18.96	19.48	20.05	20.62	03
	YR 31,571	32,448	33,408	34,410	35,392	36,436	37,480	38,524	39,588	40,674	41,864	43,055	
Step	01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code	A	B	C	D	E	F	G	H	I	J	K	L	

HR - Hourly Salary Rate

YR - Yearly Salary Rate (2,088 x Hourly Salary Rate)

Monthly Salary Rate - 174 x Hourly Salary Rate

**CLASSES AND SALARIES FOR JULY 1, 1997 THROUGH JUNE 30, 1999**

Class Code	Class Title	Grid	Barg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
000001	Account Clerk	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000632	Account Clerk Senior	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
000774	Accounting Technician	7	207	64M	12.15	17.15	64M	12.51	17.66
000005	Addressing Machine Technician	3-4-6	206	60L	10.75	14.21	60L	11.07	14.64
001026	Administrative Secretary	3-4-6	206	64L	11.80	15.93	64L	12.15	16.41
003290	Admissions Clerk	3-4-6	206	58L	10.26	13.46	58L	10.57	13.86
003225	Agric. Potato Sampler	3-4-6	203	50N	8.73	11.51	50N	8.99	11.86
000523	Agric Technician	3-4-6	203	54M	9.45	12.47	54M	9.73	12.84
003474	Agricultural Research Tech	7	207	64M	12.15	17.15	64M	12.51	17.66
002526	Airfield Fire Fighter	7	207	60L	11.05	14.81	60L	11.38	15.25
002604	Airfield Fire Fighter Senior	7	207	64L	12.15	16.64	64L	12.51	17.14
001760	Animal Health Technician	7	207	60M	11.05	15.25	60M	11.38	15.71
000031	Architectural Drafting Tech 2	7	207	68M	13.62	19.17	68M	14.03	19.75
000032	Architectural Drafting Tech 3	7	207	73M	15.72	21.79	73M	16.19	22.44
000631	Area Terminal Produce Inspector	7	207	67M	13.26	18.63	67M	13.66	19.19
002960	Arts School Residence Coord	3-4-6	203	64N	11.80	16.80	64N	12.15	17.30
000805	Athletic Equipment Manager	3-4-6	203	56M	9.83	13.10	56M	10.12	13.49
003297	Audio Quality Technician	7	207	62M	11.57	16.18	62M	11.92	16.67
000969	Audio Visual Aide	3-4-6	206	58L	10.26	13.46	58L	10.57	13.86
000099	Audio Visual Educ Spec	7	207	61M	11.30	15.72	61M	11.64	16.19
002035	Audio Visual Technician	7	207	59M	10.75	14.81	59M	11.07	15.25
000103	Automobile Driver	3-4-6	203	53M	9.29	12.10	53M	9.57	12.46
000109	Automobile Service Attendant	3-4-6	203	55M	9.64	12.78	55M	9.93	13.16
000105	Automotive Mechanic	2	202	89F	15.01	17.29	89F	15.46	17.81
002100	Automotive Mechanic Lead	2	202	92F	16.33	18.88	92F	16.82	19.45
000929	Automotive Parts Technician	7	207	61M	11.30	15.72	61M	11.64	16.19
000108	Automotive Technician	2	202	83F	12.74	14.54	83F	13.12	14.98
000113	Baker	3-4-6	203	61M	11.01	15.07	61M	11.34	15.52
000114	Barber	7	207	54M	9.61	12.92	54M	9.90	13.31
000116	Beauty Operator	7	207	58M	10.51	14.42	58M	10.83	14.85
002555	Behavior Modification Asst	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41
003490	Benefit Recovery Spec	7	207	65M	12.51	17.62	65M	12.89	18.15
003492	Benefit Recovery Tech	7	207	62M	11.57	16.18	62M	11.92	16.67

Class Code	Class Title	Grid	Serg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
000247	Bindery Worker	3-4-6	206	60L	10.75	14.21	60L	11.07	14.64
002402	Bindery Worker Senior	3-4-6	206	62M	11.25	15.49	62M	11.59	15.95
000119	Blueprinter	3-4-6	206	59L	10.51	13.83	59L	10.83	14.24
002877	Braillist Technician	7	207	65M	12.51	17.62	65M	12.89	18.15
000128	Bridge Worker	2	202	90F	15.43	17.81	90F	15.89	18.34
002214	Building Maintenance Coord	2-A	202	40K	15.71	20.71	40K	16.18	21.33
002270	Building Maintenance Lead Wrkr	2	202	92F	16.33	18.88	92F	16.82	19.45
002238	Building Services Lead	3-4-6	203	60M	10.75	14.58	60M	11.07	15.02
000135	Building Utilities Mechanic	2	202	90F	15.43	17.81	90F	15.89	18.34
001326	Buildings & Grounds Worker	3-4-6	203	56M	9.83	13.10	56M	10.12	13.49
001394	Buyer Aide	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
001858	Buyer Assistant	3-4-6	206	60L	10.75	14.21	60L	11.07	14.64
000143	Cabinet Maker	2	202	90F	15.43	17.81	90F	15.89	18.34
003458	Campus Security Officer	3-4-6	203	66M	12.47	17.23	66M	12.84	17.75
001661	Capitol Communications Asst	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000146	Carpenter	2	202	90F	15.43	17.81	90F	15.89	18.34
002101	Carpenter Lead	2	202	92F	16.33	18.88	92F	16.82	19.45
000148	Cashier	3-4-6	206	64L	11.80	15.93	64L	12.15	16.41
002560	Certified Occup Therapy Asst 1	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41
002561	Certified Occup Therapy Asst 2	3-4-6	204	66M	12.47	17.23	66M	12.84	17.75
000212	Chemical Depend Counselor	3-4-6	204	63L	11.51	15.49	63L	11.86	15.95
001027	Chemical Depend Counselor Sr	3-4-6	204	66L	12.47	16.80	66L	12.84	17.30
002556	Chemical Depend Program Asst	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41
000154	Chemist Aide	7	207	57M	10.24	14.01	57M	10.55	14.43
002339	Child Care Center Aide	3-4-6	203	58L	10.26	13.46	58L	10.57	13.86
002593	Child Care Center Asst	7	207	59L	10.75	14.42	59L	11.07	14.85
002592	Child Care Center Coord 1	7	207	66L	12.92	17.62	66L	13.31	18.15
002582	Child Care Center Coord 2	7	207	68M	13.62	19.17	68M	14.03	19.75
000179	Clerk Stenographer 1	3-4-6	206	56L	9.83	12.78	56L	10.12	13.16
000981	Clerk Stenographer 2	3-4-6	206	58L	10.26	13.46	58L	10.57	13.86
002090	Clerk Stenographer 3	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000665	Clerk Stenographer 4	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
000180	Clerk Typist 1	3-4-6	206	56L	9.83	12.78	56L	10.12	13.16
000980	Clerk Typist 2	3-4-6	206	58L	10.26	13.46	58L	10.57	13.86
001929	Clerk Typist 3	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02

Class Code	Class Title	Grid	Barg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
000666	Clerk Typist 4	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
000176	Clerk 1	3-4-6	206	56L	9.83	12.78	56L	10.12	13.16
000177	Clerk 2	3-4-6	206	58L	10.26	13.46	58L	10.57	13.86
001928	Clerk 3	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000642	Clerk 4	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
003455	College Bkstore Coord Sr	3-4-6	206	68M	13.10	18.20	68M	13.49	18.75
001602	College Bookstore Coord	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000181	College Cashier	3-4-6	206	62L	11.25	15.07	62L	11.59	15.52
000865	College Laboratory Asst 1	7	207	60M	11.05	15.25	60M	11.38	15.71
002632	College Laboratory Asst 2	7	207	62M	11.57	16.18	62M	11.92	16.67
002401	Consumer Aide Senior	3-4-6	206	67L	12.78	17.23	67L	13.16	17.75
003112	Control Center Clerk	3-4-6	206	60L	10.75	14.21	60L	11.07	14.64
000197	Cook	3-4-6	203	60M	10.75	14.58	60M	11.07	15.02
000198	Cook Coordinator	3-4-6	203	62M	11.25	15.49	62M	11.59	15.95
003437	Corr Canine Officer	8	208	03L	14.68	20.02	03L	15.12	20.62
002188	Corr Chief Cook	3-4-6	203	66N	12.47	17.73	66N	12.84	18.26
003400	Corr Mnfctrng Spec-Auto Body	2	202	93F	16.80	19.42	93F	17.30	20.00
003060	Corr Mnfctrng Spec-Auto Tech	2	202	93F	16.80	19.42	95F	18.34	21.27
003054	Corr Mnfctrng Spec-Engr & Draf	2	202	95F	17.81	20.65	95F	18.34	21.27
003057	Corr Mnfctrng Spec-Graphics	2	202	93F	16.80	19.42	93F	17.30	20.00
003063	Corr Mnfctrng Spec-Lic Plant	2	202	91F	15.86	18.29	91F	16.34	18.84
003062	Corr Mnfctrng Spec-Light Assem	2	202	91F	15.86	18.29	91F	16.34	18.84
003056	Corr Mnfctrng Spec-Light Manuf	2	202	93F	16.80	19.42	93F	17.30	20.00
003058	Corr Mnfctrng Spec-Mechanical	2	202	93F	16.80	19.42	93F	17.30	20.00
003287	Corr Mnfctrng Spec-Sales & Ser	2	202	95F	17.81	20.65	95F	18.34	21.27
003055	Corr Mnfctrng Spec-Tool & Die	2	202	95F	17.81	20.65	95F	18.34	21.27
003061	Corr Mnfctrng Spec-Trnsp&Ware	2	202	91F	15.86	18.29	91F	16.34	18.84
003396	Corr Mnfctrng Spec-Upholstery	2	202	93F	16.80	19.42	93F	17.30	20.00
003397	Corr Mnfctrng Spec-Wood	2	202	93F	16.80	19.42	93F	17.30	20.00
003192	Corr Parent Education Coord	7	207	64L	12.15	16.64	64L	12.51	17.14
002629	Corr Teaching Asst	7	207	61M	11.30	15.72	61M	11.64	16.19
001085	Corrections Officer 1	8	208	01G	11.69	13.86	01G	12.04	14.28
001086	Corrections Officer 2	8	208	02L	12.75	17.43	02L	13.13	17.95
001719	Corrections Officer 3	8	208	03L	14.68	20.02	03L	15.12	20.62
003565	Dairy Inspector 1	7-C	207	01L	12.82	18.46	01L	13.20	19.01

Class Code	Class Title	Grid	Sarg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
003566	Dairy Inspector 2	7-C	207	02L	14.63	21.24	02L	15.07	21.88
000402	Data Entry Operator	3-4-6	206	57L	10.03	13.10	57L	10.33	13.49
001465	Data Entry Operator Lead	3-4-6	206	62L	11.25	15.07	62L	11.59	15.52
001384	Data Entry Operator Senior	3-4-6	206	59L	10.51	13.83	59L	10.83	14.24
002303	Data Processing Coordinator 1	3-4-6	206	66L	12.47	16.80	66L	12.84	17.30
002280	Data Processing Coordinator 2	3-4-6	206	70M	13.83	19.17	70M	14.24	19.75
000224	Delivery Van Driver	3-4-6	203	59M	10.51	14.21	59M	10.83	14.64
000225	Dental Asst	7	207	56M	10.02	13.62	56M	10.32	14.03
001623	Dental Asst Registered	7	207	61M	11.30	15.72	61M	11.64	16.19
000227	Dental Hygienist	7	207	71M	14.81	20.73	71M	15.25	21.35
003489	Dietary Technician	7	207	64M	12.15	17.15	64M	12.51	17.66
000800	Dining Hall Coordinator	3-4-6	203	60M	10.75	14.58	60M	11.07	15.02
002646	Driver Improvement Spec	7	207	67M	13.26	18.63	67M	13.66	19.19
001025	Driver Training Coordinator	7	207	67M	13.26	19.17	67M	13.66	19.75
001472	DVS Aide	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
002663	DVS Exam & Insp Spec	7	207	62M	11.57	16.18	62M	11.92	16.67
000242	DVS Exam & Insp Spec Sr	7	207	65M	12.51	17.62	65M	12.89	18.15
000245	DVS Examining Specialist	7	207	60M	11.05	15.25	60M	11.38	15.71
001082	Ec Sec Technician 1	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000792	Ec Sec Technician 2	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
000793	Ec Sec Technician 3	3-4-6	206	65L	12.10	16.37	66L	12.84	17.30
003189	Electrical/Electronics Spec	2	202	93F	16.80	19.42	93F	17.30	20.00
000266	Electrician	2	202	90F	15.43	17.81	92F	16.82	19.45
002108	Electrician Lead	2	202	93F	16.80	19.42	95F	18.34	21.27
003452	Electrician Master Record	2	202	92F	16.33	18.88	93F	17.30	20.00
003222	Electronic Parts Technician	7	207	61M	11.30	15.72	61M	11.64	16.19
003511	Electronic Publishing Coord	3-4-6	206	66L	12.47	16.80	66L	12.84	17.30
000270	Electronics Technician	7	207	65M	12.51	17.62	65M	12.89	18.15
000938	Electronics Technician Senior	7	207	67M	13.26	18.63	67M	13.66	19.19
003522	Emergency Medical Tech Lead	3-4-6	203	67M	12.78	17.73	67M	13.16	18.26
003529	Emergency Medical Technician	3-4-6	203	64M	11.80	16.37	64M	12.15	16.86
003188	Emergency Mgmt Center Duty Off	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000286	Engineering Aide	7	207	60M	11.05	15.25	60M	11.38	15.71
001063	Engineering Aide Inter	7	207	64M	12.15	17.15	64M	12.51	17.66
000644	Engineering Aide Senior	7	207	69M	14.01	19.70	69M	14.43	20.29

Class Code	Class Title	Grfd	Barg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
000292	Executive 1	3-4-6	206	67L	12.78	17.23	67L	13.16	17.75
000293	Executive 2	3-4-6	206	70M	13.83	19.17	70M	14.24	19.75
001917	Exhibit Specialist	7	207	69N	14.01	20.21	69N	14.43	20.82
002777	EDP Help Desk Specialist	7	207	66M	12.92	18.15	66M	13.31	18.69
002584	EDP Operations Assistant	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
003072	EDP Operations Assistant Sr	3-4-6	206	64L	11.80	15.93	64L	12.15	16.41
002107	EDP Operations Specialist	7	207	63M	11.83	16.64	63M	12.18	17.14
002268	EDP Operations Technical Spec	7	207	69N	14.01	20.21	69N	14.43	20.82
000885	EDP Operations Technician 1	7	207	58M	10.51	14.42	58M	10.83	14.85
000886	EDP Operations Technician 2	7	207	61M	11.30	15.72	61M	11.64	16.19
001390	EDP Operations Technician 3	7	207	63M	11.83	16.64	63M	12.18	17.14
001673	Financial Aids Asst	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
000301	Fingerprint Technician	3-4-6	206	64L	11.80	15.93	64L	12.15	16.41
003528	Fire Simulator System Engineer	7	207	69M	14.01	19.70	69M	14.43	20.29
002615	First Aid Services Asst	3-4-6	203	56M	9.83	13.10	56M	10.12	13.49
000305	Food Service Worker	3-4-6	203	55M	9.64	12.78	55M	9.93	13.16
002953	Forensic Artist	7	207	66M	12.92	18.15	66M	13.31	18.69
003104	Forensic Evidence Spec	3-4-6	206	65L	12.10	16.37	65L	12.46	16.86
002753	Foundation Field Crew Chief	2	202	92F	16.33	18.88	92F	16.82	19.45
001725	General Maintenance Worker	3-A	203	12K	9.29	13.40	12K	9.57	13.80
001728	General Maintenance Wrkr Lead	3-A	203	16F	12.10	13.78	16F	12.46	14.19
001357	General Repair Worker	2	202	87F	14.15	16.33	87F	14.57	16.82
001803	Gift Shop Clerk	3-4-6	206	57L	10.03	13.10	57L	10.33	13.49
000316	Grain Inspector 1	7	207	64M	12.15	17.15	64M	12.51	17.66
000317	Grain Inspector 2	7	207	65M	12.51	17.62	65M	12.89	18.15
000318	Grain Laboratory Aide 1	7	207	55M	9.81	13.26	56M	10.32	14.03
000319	Grain Laboratory Aide 2	7	207	60M	11.05	15.25	60M	11.38	15.71
000321	Grain Sampler 1	7	207	62M	11.57	16.18	62M	11.92	16.67
000322	Grain Sampler 2	7	207	64M	12.15	17.15	64M	12.51	17.66
001464	Graphic Arts Camera Operator	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000753	Graphic Arts Specialist	7	207	66N	12.92	18.63	66N	13.31	19.19
002220	Grounds & Roads Mntc Coord	3-4-6	203	64M	11.80	16.37	64M	12.15	16.86
000328	Groundskeeper	3-4-6	203	58N	10.26	14.21	58N	10.57	14.64
001599	Groundskeeper Inter	3-4-6	203	60N	10.75	15.07	60N	11.07	15.52
000329	Groundskeeper Senior	3-4-6	203	63N	11.51	16.37	63N	11.86	16.86

Class Code	Class Title	Grid	Berg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
001999	Hazardous Materials Specialist	7	207	67M	13.26	18.63	67M	13.66	19.19
003578	Health Care Call Center Lead	7	207	68M	13.62	19.17	68M	14.03	19.75
003579	Health Care Call Center Rep	7	207	64M	12.15	17.15	64M	12.51	17.66
003467	Health Care Claim Examiner	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
003468	Health Care Claim Spec	7	207	65M	12.51	17.62	65M	12.89	18.15
001395	Health Program Aide	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
000104	Heavy Equipment Field Mechanic	2	202	92F	16.33	18.88	92F	16.82	19.45
000927	Heavy Equipment Mechanic	2	202	91F	15.86	18.29	91F	16.34	18.84
000344	Heavy Equipment Operator	2	202	90F	15.43	17.81	90F	15.89	18.34
001561	Heavy Equipment Srvc Attendant	2	202	82F	12.48	14.15	82F	12.85	14.57
003232	Highway Helper	2	202	86F	13.76	15.86	86F	14.17	16.34
003233	Highway Helper Sr	2	202	87F	14.15	16.33	87F	14.57	16.82
000356	Highway Maintenance Worker	2-A	202	30H	12.99	15.86	30H	13.38	16.34
000358	Highway Signal Technician	2	202	93F	16.80	19.42	93F	17.30	20.00
000361	Highway Technician	7	207	59M	10.75	14.81	59M	11.07	15.25
001064	Highway Technician Inter	7	207	64M	12.15	17.15	64M	12.51	17.66
000646	Highway Technician Senior	7	207	69M	14.01	19.70	69M	14.43	20.29
000897	Hockey Rink Ice Maker	3-4-6	203	61L	11.01	14.58	61L	11.34	15.02
000370	Hospital Services Assistant	3-4-6	204	58L	10.26	13.46	58L	10.57	13.86
001693	Housing Program Technician	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
001596	Human Rights Aide	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
003618	Human Svcs Support Specialist	3-4-6	204	64L	11.80	15.93	64L	12.15	16.41
001564	Human Svcs Technician	4-A	204	25P	9.45	15.07	25P	9.73	15.52
001555	Inserting Machine Operator	3-4-6	206	60L	10.75	14.21	60L	11.07	14.64
001556	Inserting Machine Operator Lea	3-4-6	206	62L	11.25	15.07	62L	11.59	15.52
002216	Institution Mntc Lead Worker	2	202	92F	16.33	18.88	92F	16.82	19.45
002111	Instructional Communic Spec	7	207	72M	15.25	21.27	72M	15.71	21.91
001011	Instructional Communic Tech	7	207	63M	11.83	16.64	63M	12.18	17.14
001846	Interpretive Guide	3-4-6	203	61L	11.01	14.58	61L	11.34	15.02
001845	Interpretive Naturalist Aide	7	207	61L	11.30	15.25	61L	11.64	15.71
003567	Interstate Milk Rating Officer	7-C	207	03L	16.18	23.66	03L	16.67	24.37
002190	Inventory Controller	3-4-6	206	66M	12.47	17.23	66M	12.84	17.75
003355	IRRRB Facilities Maint Leadwkr	2	202	92F	16.33	18.88	92F	16.82	19.45
003120	IRRRB Facilities Resource Wkr	3-4-6	203	63M	11.51	15.93	63M	11.86	16.41
001507	Laboratory Attendant 1	3-4-6	203	54H	9.45	12.47	54H	9.73	12.84

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				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
001508	Laboratory Attendant 2	3-4-6	203	55M	9.64	12.78	55M	9.93	13.16
000414	Laborer-General	3-A	203	10H	10.07	12.72	10H	10.37	13.10
000415	Laborer-Trades & Equipment	2	202	86F	13.76	15.86	86F	14.17	16.34
000422	Laundry Coordinator	3-4-6	203	64M	11.80	16.37	64M	12.15	16.86
000421	Laundry Worker	3-4-6	203	57M	10.03	13.46	57M	10.33	13.86
000423	Law Compliance Representative1	7	207	58M	10.51	14.42	58M	10.83	14.85
000424	Law Compliance Representative2	7	207	63M	11.83	16.64	63M	12.18	17.14
000427	Legal Secretary	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
001542	Legal Secretary Senior	3-4-6	206	66L	12.47	16.80	66L	12.84	17.30
001541	Legal Technician	7	207	61M	11.30	15.72	61M	11.64	16.19
000308	Library Technician	7	207	61M	11.30	15.72	61M	11.64	16.19
000430	Licensed Practical Nurse 1	3-4-6	204	64L	11.80	15.93	64L	12.15	16.41
001659	Licensed Practical Nurse 2	3-4-6	204	66L	12.47	16.80	66L	12.84	17.30
000431	Life Guard	3-4-6	203	50M	8.73	11.25	50M	8.99	11.59
001074	Liquor Control Invest Special	7	207	66M	12.92	18.15	66M	13.31	18.69
000434	Livestock Weigher 1	3-4-6	203	60M	10.75	14.58	60M	11.07	15.02
000435	Livestock Weigher 2	3-4-6	203	62M	11.25	15.49	62M	11.59	15.95
003488	Locksmith	2	202	90F	15.43	17.81	90F	15.89	18.34
003513	Lottery Graphics Technician	7	207	70M	14.42	20.21	70M	14.85	20.82
000440	Machinery Repair Worker	2	202	90F	15.43	17.81	90F	15.89	18.34
000441	Machinist	2	202	90F	15.43	17.81	90F	15.89	18.34
000903	Mail Handler	3-4-6	206	56L	9.83	12.78	56L	10.12	13.16
002852	Maintenance Machinist	2	202	92F	16.33	18.88	92F	16.82	19.45
000444	Mason	2	202	90F	15.43	17.81	90F	15.89	18.34
001718	Materials Transfer Driver	3-A	203	18F	12.71	14.58	18F	13.09	15.02
003434	Materials Transfer Drv Lead	3-4-6	203	69F	13.46	15.49	69F	13.86	15.95
000450	Mechanical Stock Clerk	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000160	Mechanical Stock Clerk Chief	3-4-6	206	64L	11.80	15.93	64L	12.15	16.41
001497	Medical Claims Technician 1	3-4-6	206	59L	10.51	13.83	59L	10.83	14.24
000411	Medical Laboratory Technician1	7	207	61M	11.30	15.72	61M	11.64	16.19
000864	Medical Laboratory Technician2	7	207	62M	11.57	16.18	62M	11.92	16.67
000453	Medical Records Clerk	3-4-6	206	60L	10.75	14.21	60L	11.07	14.64
000875	Medical Records Technician 1	7	207	64M	12.15	17.15	64M	12.51	17.66
001475	Medical Records Technician 2	7	207	68M	13.62	19.17	68M	14.03	19.75
002559	Mental Health Program Asst	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41

Class Code	Class Title	Grid	Barg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
002557	Mental Ret Residential Lead	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41
002558	Mental Ret Residential Prg Lea	3-4-6	204	66M	12.47	17.23	66M	12.84	17.75
002036	Microfilm Specialist	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
000898	Microfilmer	3-4-6	206	59L	10.51	13.83	59L	10.83	14.24
003305	Military Refuse Vehicle Oper	2	202	82F	12.48	14.15	82F	12.85	14.57
003306	Military Refuse Vehicle Oper S	2	202	85F	13.36	15.43	85F	13.76	15.89
002441	Military Security Guard	3-4-6	203	57M	10.03	13.46	57M	10.33	13.86
002425	Military Training Site Worker	3-4-6	203	53M	9.29	12.10	54M	9.73	12.84
000914	Mine Hoist & Maintenance Worker	2	202	90F	15.43	17.81	90F	15.89	18.34
000463	Mining Aide	7	207	59M	10.75	14.81	59M	11.07	15.25
001552	Mining Aide Intermediate	7	207	63M	11.83	16.64	63M	12.18	17.14
001553	Mining Aide Senior	7	207	68M	13.62	19.17	68M	14.03	19.75
003498	Mn Care Enrollment Rep	7	207	64M	12.15	17.15	64M	12.51	17.66
001843	Honorail Maintenance Worker	2	202	89F	15.01	17.29	89F	15.46	17.81
000475	Motor Transportation Rep	7	207	65M	12.51	17.62	65M	12.89	18.15
001022	Musical Instrument Repair Tech	7	207	66M	12.92	18.15	66M	13.31	18.69
001864	Net Maker	2	202	87F	14.15	16.33	87F	14.57	16.82
003479	Netmaker Lead	2	202	89F	15.01	17.29	89F	15.46	17.81
002901	NR Douglas Lodge Custodial Wkr	3-4-6	203	520	9.14	12.47	520	9.41	12.84
003428	NR Douglas Lodge Din Rm Ld Wkr	3-4-6	203	62M	11.25	15.49	62M	11.59	15.95
002724	NR Douglas Lodge Worker	3-4-6	203	42G	7.18	8.31	42G	7.40	8.56
003445	NR Fire Cache Worker	3-4-6	206	60L	10.75	14.21	61L	11.34	15.02
002881	NR Fisheries Census Clerk	3-4-6	206	58L	10.26	13.46	58L	10.57	13.86
003447	NR Forest Grnd Support Ldwkr	7	207	68M	13.62	19.17	68M	14.03	19.75
003288	NR Licensing Aide	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
003289	NR Licensing Aide Sr	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
003408	NR Mine Interpreter	7	207	64M	12.15	17.15	64M	12.51	17.66
001771	NR Tech (Fisheries)	7	207	61M	11.30	15.72	61M	11.64	16.19
001755	NR Tech (Forestry)	7	207	66M	12.92	18.15	66M	13.31	18.69
002641	NR Tech (Trls & Waterways)	7	207	61M	11.30	15.72	61M	11.64	16.19
001756	NR Tech (Wildlife)	7	207	61M	11.30	15.72	61M	11.64	16.19
001757	NR Tech 1 (Park)	7	207	59M	10.75	14.81	59M	11.07	15.25
002640	NR Tech 2 (Park)	7	207	62M	11.57	16.18	62M	11.92	16.67
000190	NR Technician	7	207	61M	11.30	15.72	61M	11.64	16.19
002984	NR Youth Program Field Asst	3-4-6	203	66L	12.47	16.80	66L	12.84	17.30

Class Code	Class Title	Grid	Barg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
000912	Offset Press Operator	3-4-6	206	64L	11.80	15.93	64L	12.15	16.41
001040	Offset Press Operator Senior	3-4-6	206	68L	13.10	17.73	68L	13.49	18.26
000490	Painter	2	202	90F	15.43	17.81	90F	15.89	18.34
002222	Painter Lead	2	202	92F	16.33	18.88	92F	16.82	19.45
003611	Paralegal	7	207	67M	13.26	18.63	67M	13.66	19.19
001327	Parks Worker	3-4-6	203	58M	10.26	13.83	58M	10.57	14.24
000881	Personnel Aide	7	207	61M	11.30	15.72	61M	11.64	16.19
001486	Personnel Aide Senior	7	207	63M	11.83	16.64	63M	12.18	17.14
002426	Personnel Transactions Tech	7	207	61M	11.30	15.72	61M	11.64	16.19
003107	Personnel Transactions Tech Sr	7	207	64M	12.15	17.15	64M	12.51	17.66
001020	Pharmacy Technician	7	207	57M	10.24	14.01	57M	10.55	14.43
000505	Photographer	7	207	59M	10.75	14.81	59M	11.07	15.25
000506	Photographic Laboratory Supv.	7	207	63M	11.83	16.64	63M	12.18	17.14
002562	Physical Therapy Aide	3-4-6	204	590	10.51	15.07	590	10.83	15.52
002563	Physical Therapy Asst	3-4-6	204	66M	12.47	17.23	66M	12.84	17.75
001994	Plant Industry Inspector 1	7	207	61M	11.30	15.72	61M	11.64	16.19
001995	Plant Industry Inspector 2	7	207	65M	12.51	17.62	65M	12.89	18.15
000525	Plant Mntc Engineer	2	202	90F	15.43	17.81	90F	15.89	18.34
000526	Plant Mntc Engineer Helper	2	202	83F	12.74	14.54	83F	13.12	14.98
000529	Plasterer	2	202	90F	15.43	17.81	90F	15.89	18.34
000530	Plumber	2	202	90F	15.43	17.81	90F	15.89	18.34
003453	Plumber - Master In Charge	2	202	92F	16.33	18.88	92F	16.82	19.45
003328	Plumber Chief	2	202	93F	16.80	19.42	93F	17.30	20.00
003278	Plumber Fitter	2	202	93F	16.80	19.42	93F	17.30	20.00
000857	Pollution Control Technician	7	207	59M	10.75	14.81	59M	11.07	15.25
003568	Print Comm Bindery Worker	7	207	59M	10.75	14.81	59M	11.07	15.25
003569	Print Comm Bindery Worker Sr	7	207	61M	11.30	15.72	61M	11.64	16.19
003494	Print Comm Lead Bindery Wkr	7	207	63M	11.83	16.64	63M	12.18	17.14
003495	Print Comm Lead Press Op	7	207	68M	13.62	19.17	68M	14.03	19.75
003570	Print Comm Press Operator	7	207	64M	12.15	17.15	64M	12.51	17.66
003571	Print Comm Press Operator Sr	7	207	66M	12.92	18.15	66M	13.31	18.69
001416	Radio Communications Coord.	7	207	72N	15.25	21.79	72N	15.71	22.44
000583	Radio Communications Operator	7	207	64M	12.15	17.15	64M	12.51	17.66
001859	Radio Navigation Aide Tech Prn	7	207	73N	15.72	22.35	73N	16.19	23.02
000586	Radio Technician 1	7	207	65M	12.51	17.62	65M	12.89	18.15

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				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
001428	Radio Technician 2	7	207	67M	13.26	18.63	67M	13.66	19.19
000587	Radio Technician 3	7	207	72N	15.25	21.79	72N	15.71	22.44
000589	Radio Tower Technician	7	207	68M	13.62	19.17	68M	14.03	19.75
000798	Radiologic Technologist	7	207	64M	12.15	17.15	64M	12.51	17.66
003167	Real Estate Aide	7	207	64M	12.15	17.15	64M	12.51	17.66
003613	Real Estate Technician	7	207	67M	13.26	18.63	67M	13.66	19.19
002565	Recreation Program Asst	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41
001019	Refrigeration Mechanic	2	202	90F	15.43	17.81	90F	15.89	18.34
003281	Reprographic Specialist	7	207	58M	10.51	14.42	58M	10.83	14.85
002761	Revenue Collections Officer 1	7	207	61M	11.30	15.72	63M	12.18	17.14
002766	Revenue Examiner 1	7	207	63M	11.83	16.64	63M	12.18	17.14
000619	Roofer	2	202	90F	15.43	17.81	90F	15.89	18.34
002028	Sec/Communication Sys Monitor	3-4-6	203	61L	11.01	14.58	61L	11.34	15.02
000093	Security Counselor	3-4-6	204	65M	12.10	16.80	66M	12.84	17.75
000094	Security Counselor Lead	3-4-6	204	68M	13.10	18.20	70M	14.24	19.75
001045	Security Guard	3-4-6	203	56M	9.83	13.10	56M	10.12	13.49
002457	Security Shift Lead	3-4-6	203	58M	10.26	13.83	58M	10.57	14.24
000850	Seed Analyst	7	207	61M	11.30	15.72	61M	11.64	16.19
000627	Seed Analyst Senior	7	207	64M	12.15	17.15	64M	12.51	17.66
003032	Seed Potato Specialist	7	207	69M	14.01	19.70	69M	14.43	20.29
002985	Sentencing To Service Crew Ldr	3-4-6	203	66L	12.10	16.37	66L	12.84	17.30
000668	Service Worker	3-4-6	203	47M	8.13	10.52	47M	8.37	10.84
000623	Sewing Machine Operator	3-4-6	203	60M	10.75	14.58	60M	11.07	15.02
000669	Sheet Metal Worker	2	202	90F	15.43	17.81	90F	15.89	18.34
001823	Social Worker Aide	3-4-6	206	60L	10.75	14.21	60L	11.07	14.64
002580	Special Education Program Asst	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41
000700	Stationary Engineer	2	202	90F	15.43	17.81	90F	15.89	18.34
000701	Steam Boiler Attendant	2	202	88F	14.54	16.80	88F	14.98	17.30
000702	Steamfitter	2	202	90F	15.43	17.81	90F	15.89	18.34
000705	Storage Garage Coord	2-A	202	41L	10.72	14.18	41L	11.04	14.61
000706	Stores Clerk	3-4-6	206	59L	10.51	13.83	59L	10.83	14.24
002198	Stores Clerk Senior	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
002120	Stores Operation Coordinator	3-4-6	206	66L	12.47	16.80	66L	12.84	17.30
003128	Structural Fabrication Insp	7	207	73M	15.72	21.79	73M	16.19	22.44
002564	Structured Program Assistant	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41

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				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
001674	Student Services Assistant	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
003475	Student Services Asst Senior	3-4-6	206	65L	12.10	16.37	65L	12.46	16.86
008596	Student Worker Clerical	3-4-6	206	54K	9.45	11.80	54K	9.73	12.15
008597	Student Worker Custodial/Maint	3-4-6	203	42J	7.18	8.94	42J	7.40	9.21
008598	Student Worker Para Prof	7	207	53H	9.40	11.05	53H	9.68	11.38
008599	Student Worker Para Prof Sr	7	207	57I	10.24	12.51	57I	10.55	12.89
002963	Supported Employment Worker	3-A	203	20I	5.86	10.08	20I	6.04	10.38
000710	Switchboard Operator	3-4-6	206	59L	10.51	13.83	59L	10.83	14.24
001021	Theatre Technician	7	207	66L	12.92	17.62	66L	13.31	18.15
002828	Tourism Information Clerk	3-4-6	206	58L	10.26	13.46	58L	10.57	13.86
003014	Tourism Information Clerk Sr	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
003395	Traffic Mgmt Syst. Integrator	7	207	71M	14.81	20.73	71M	15.25	21.35
000729	Traffic Recorder	3-4-6	206	56L	9.83	12.78	56L	10.12	13.16
000353	Transp Aide	7	207	56M	10.02	13.62	56M	10.32	14.03
000038	Transp Regulation Bd Spec	7	207	75N	16.64	23.40	75N	17.14	24.10
003183	Transp Sign Fabricator	2	202	86F	13.76	15.86	86F	14.17	16.34
002669	Typesetter	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
002243	Typing Services Coordinator	3-4-6	206	66L	12.47	16.80	66L	12.84	17.30
000745	Upholsterer	2	202	90F	15.43	17.81	90F	15.89	18.34
002616	Veterans Home Program Asst	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41
002233	Vocational Finance Specialist	7	207	69N	14.01	20.21	69N	14.43	20.82
002535	Vocational Rehab Technician	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
002536	Vocational Rehab Technician Sr	3-4-6	206	65L	12.10	16.37	65L	12.46	16.86
000323	Warehouse Examiner	7	207	64M	12.15	17.15	64M	12.51	17.66
002703	Warehouse Examiner Senior	7	207	67M	13.26	18.63	67M	13.66	19.19
001925	Water Treatment Plant Operator	2	202	88F	14.54	16.80	88F	14.98	17.30
001863	Weight & Measures Invest 1 Hvy	7	207	69M	14.01	19.70	69M	14.43	20.29
000759	Weights & Measures Invest 1	7	207	68M	13.62	19.17	68M	14.03	19.75
000760	Weights & Measures Invest 2	7	207	71N	14.81	21.27	71N	15.25	21.91
000761	Welder	2	202	90F	15.43	17.81	90F	15.89	18.34
001942	Word Processing Operator 1	3-4-6	206	59L	10.51	13.83	59L	10.83	14.24
001943	Word Processing Operator 2	3-4-6	206	61L	11.01	14.58	61L	11.34	15.02
001944	Word Processing Operator 3	3-4-6	206	63L	11.51	15.49	63L	11.86	15.95
002567	Work Therapy Asst	3-4-6	204	63M	11.51	15.93	63M	11.86	16.41
002568	Work Therapy Program Coord	3-4-6	204	65M	12.10	16.80	65M	12.46	17.30

Class Code	Class Title	Grid	Barg Unit	07/01/97 - 6/30/98			07/01/98 - 06/30/99		
				Comp Code	Minimum Hourly	Maximum Hourly	Comp Code	Minimum Hourly	Maximum Hourly
002566	Work Therapy Technician	3-4-6	204	560	9.83	13.83	60M	11.07	15.95
001695	Zoo Keeper	7	207	65M	12.51	17.62	65M	12.89	18.15
003001	Zoo Lead Laborer	2	202	90F	15.43	17.81	90F	15.89	18.34
003576	Zoo Life Support Operator	2	202	90F	15.43	17.81	90F	15.89	18.34

## **APPENDIX F - PAY DIFFERENTIALS**

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**Section 1. Payment of Intermittent Equipment Operations Differential.** Employees earning less than the rate of pay for Heavy Equipment Operator (full-time) and certified by the Appointing Authority to operate the equipment shall receive the differential pay for a full one-half (1/2) shift when they perform the work duties or operate the equipment for at least one (1) hour during that one-half (1/2) shift.

Payment of the intermittent equipment operation differentials shall not apply to any loading equipment when a truck operator, on an occasional basis, loads his/her own truck with ice control material from a stockpile during ice control operations.

When new equipment is put into use, the differential rate for the new equipment shall be established by the Employer based on comparability to equipment currently in Equipment Pay Classifications I through IV. Intermittent Supervisors shall receive the intermittent differential pay on an hour for hour basis when they are assigned to perform the work duties of an Intermittent Supervisor.

### **Section 2. Intermittent Equipment Operations Differentials.**

#### **A. Equipment Pay Classification 1 (\$0.55 per hour).**

- Compactor
- Versatile Bidirectional Tractor
- Tandem trucks (in excess of 40,000 GVWR)
- Truck Mounted Crane and personnel lifts (55 feet and over)
- Unimog (no attachment)

#### **B. Equipment Pay Classification 2 (\$0.95 per hour).**

- Bio-Mass Gasification Plant
- Bit Screed Operator
- Center line striper console operator
- Fork-lifts (over 15 tons)
- Four wheel drive loader (non-front wheel assist)
- Hydro-hammer
- Meyers Flusher
- Mixing Machine (Computerized)
- Muskeg brush cutter
- Posi-Track (with loader, brush cutter or dozer blade)
- Power actuated auger (over 6 inches)
- Power or motor grader (less than 70 hp)
- Self-propelled rollers (3.5 to 7 tons operating weight)
- Self-propelled bituminous rotary mixer
- Self-propelled shouldering machine
- Skidder
- Slope mower (boom operated)
- Slurry Machine (non-self-propelled)
- Steam boiler (requires second class "B" Steam engineers license)
- Tailgate Paver Operator
- Ten ton all wheel drive truck

Track-type tractor (with power takeoff of 30 to 50 horsepower)  
Tree mover (44" or greater)  
Vacuum Truck Helper

**C. Equipment Pay Classification 3 (\$1.25 per hour).**

Backhoe 30 horsepower or greater  
Centerline striper operator  
Diesel locomotive  
Distributor (1,000 gallon capacity or greater used in applying oils, asphalts, tars)  
Drill rig, heavy duty  
Electric Passenger Trolley (16 ton)  
Milling Machine (self-propelled PR100 or PR105)  
Motor Grader (70 H.P. or greater-routine operations)  
Pickup-type road sweeper (includes unimog sweeper)  
Pole Setter  
Self-propelled bituminous paver operator  
Self-propelled earth Joint Saw  
Self-propelled rollers (7 tons and over)  
Semi-Tractor Trailer Combination (in excess of 40,000 GVWR)  
Shoulder Machine feedbelt operator  
Skidder with rotoboom  
Snow Blower, Two Stage (Sno Go)  
Snow grooming machine with hydraulic takeoff  
Snow Thrower, Single Stage (Root, Unimog or Schmidt)  
Tandem clam truck (log loader)  
Track-type tractor (with power takeoff of 50 horsepower or greater)  
Tunnel washer  
Under Bridge Inspection Unit (Snooper)  
Vacuum Jet Rodder Operator

**D. Equipment Pay Classification 4 (\$1.50 per hour).**

Aquatic Weed Cutter (Diesel Power)  
Dragline  
Gradall  
Hydraulic hoe  
Motor Grader with Shoulder Machine  
Power or motor grader (finish blade)  
Self-propelled Slurry Seal/Micro Surfacing Machine  
Steam locomotive

**Section 3. Intermittent Supervisor Differential (\$1.20 per hour).**

Highway Maintenance Supervisor.  
Intermittent Bridge Supervisor.

**Section 4. Department of Human Services.** Employees in the class Delivery Van Driver who engage in the over-the-road driving of a heavy truck (at least 2 ton) shall receive a differential of twenty-five cents (25¢) per hour when operating such a vehicle.

## APPENDIX G

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The following is an alphabetical listing of seniority units for which AFSCME, Council 6, AFL-CIO has exclusive bargaining rights at the time this Agreement was signed.

Accountancy, Board of  
Administration, Department of  
Administrative Hearings, Office of  
Agriculture, Department of  
Animal Health, Board of  
Architecture, Engineering, Land Surveying, and Landscape Architecture, Board of  
Arts Board, Minnesota State  
Asian Pacific Minnesotans Council  
Attorney General, Office of  
Auditor, Office of the State  
Barber Examiners, Board of  
Black Minnesotans, Council on  
Boxing, Board of  
Campaign Finance and Public Disclosure Board  
Capital Area Architectural and Planning Board  
Children, Families and Learning, Department of (effective October 1, 1995)  
Chiropractic Examiners, Board of  
Commerce, Department of  
Corrections, Department of - Central Office and Community Services  
Corrections, Department of - Minnesota Correctional Facility, Stillwater  
Corrections, Department of - Minnesota Correctional Facility, St. Cloud  
Corrections, Department of - Minnesota Correctional Facility, Lino Lakes  
Corrections, Department of - Minnesota Correctional Facility, Shakopee  
Corrections, Department of - Minnesota Correctional Facility, Willow River Moose Lake  
Corrections, Department of - Minnesota Correctional Facility, Sauk Centre  
Corrections, Department of - Minnesota Correctional Facility, Red Wing  
Corrections, Department of - Thistledeew Camp  
Corrections, Department of - Minnesota Correctional Facility, Oak Park Heights  
Corrections, Department of - Ramsey Security Unit  
Corrections, Department of - Minnesota Correctional Facility, Faribault  
Dentistry, Board of  
Disabilities, Council on  
Economic Security  
Education, State Board of - Including Employees of the Minnesota Academic Excellence  
Foundation  
Electricity, Board of  
Employee Relations, Department of  
Environmental Assistance, Office of  
Faribault Residential Academies (However, Article 4, 12, and 15 shall apply to Unit 4 employees,  
excluding the classification LPN, only in the Academy in which they are employed).  
Finance, Department of  
Gambling Control Board  
Health, Department of  
Higher Education Facilities Authority, Minnesota  
Higher Education Services Office  
Housing Finance Agency, Minnesota  
Human Rights, Department of  
Human Services, Department of - all employees excluding those employed at facilities

Human Services, Department of - Ah-Gwah-Ching Center  
 Human Services, Department of - Anoka-Metro Regional Treatment Center  
 Human Services, Department of - Brainerd Regional Human Services Center and SOCS  
 Human Services, Department of - Cambridge Regional Human Services Center and SOCS  
 Human Services, Department of - Faribault Regional Center and SOCS  
 Human Services, Department of - Fergus Falls Regional Treatment Center and SOCS  
 Human Services, Department of - Moose Lake State Operated Services, including Minnesota  
 Sexual Psychopathic Personality Treatment Center  
 Human Services, Department of - St. Peter Regional Treatment Center, including Residential  
 Services and Day Services  
 Human Services, Department of - Willmar Regional Treatment Center and SOCS  
 Indian Affairs Council  
 Investment, Board of  
 Iron Range Resources and Rehabilitation Board  
 Jobs Skills Partnership Board  
 Labor and Industry, Department of  
 Marriage and Family Therapy, Board of  
 Medical Examiners, Board of  
 Military Affairs, Department of  
 Minnesota Center for Arts Education  
 MnSCU - Alexandria Technical College  
 MnSCU - Anoka Hennepin Technical College  
 MnSCU - Anoka-Ramsey Community College (including Cambridge)  
 MnSCU - Bemidji State University  
 MnSCU - Central Lakes College  
 MnSCU - Century Community and Technical College  
 MnSCU - Chancellors Office  
 MnSCU - Dakota County Technical College  
 MnSCU - Fergus Falls Community College  
 MnSCU - Fond du Lac Tribal and Community College  
 MnSCU - Hennepin Technical College  
 MnSCU - Hibbing Community College, A Technical and Community College  
 (including Paulucci Space Theatre)  
 MnSCU - Inver Hills Community College  
 MnSCU - Itasca Community College  
 MnSCU - Lake Superior College  
 MnSCU - Mankato State University  
 MnSCU - Mesabi Range Community and Technical College  
 MnSCU - Metropolitan State University  
 MnSCU - Minneapolis Community and Technical College  
 MnSCU - Minnesota West College - Canby (including Marshall)  
 MnSCU - Minnesota West College - Granite Falls (including Appleton)  
 MnSCU - Minnesota West College - Jackson  
 MnSCU - Minnesota West College - Pipestone (including Cottonwood River Coop in Springfield)  
 MnSCU - Minnesota West College - Worthington  
 MnSCU - Moorhead State University  
 MnSCU - Normandale Community College  
 MnSCU - North Hennepin Community College  
 MnSCU - Northland Community and Technical College  
 MnSCU - Northwest Technical College - Bemidji (including Regional Office)  
 MnSCU - Northwest Technical College - Detroit Lakes  
 MnSCU - Northwest Technical College - East Grand Forks  
 MnSCU - Northwest Technical College - Moorhead  
 MnSCU - Northwest Technical College - Wadena

MnSCU - Pine Technical College  
 MnSCU - Rainy River Community College  
 MnSCU - Red Wing/Winona Technical College - Red Wing  
 MnSCU - Red Wing/Winona Technical College - Winona  
 MnSCU - Ridgewater College - Hutchinson  
 MnSCU - Ridgewater College - Willmar  
 MnSCU - Riverland Community College, A Technical and Community College (including Blooming  
 Prairie, Hayfield, Kenyon, Kingsland in Spring Valley, Lewiston, Owatonna, Red Wing,  
 Southland in Adams, Spring Grove, and Leroy Ostrander)  
 MnSCU - Rochester Community and Technical College  
 MnSCU - St. Cloud State University  
 MnSCU - St. Cloud Technical College  
 MnSCU - St. Paul Technical College  
 MnSCU - South Central Technical College - Faribault campus (including Faribault Correctional  
 Facility)  
 MnSCU - South Central Technical College - North Mankato/Mankato  
 MnSCU - Southwest State University  
 MnSCU - Vermillion Community College  
 MnSCU - Winona State University  
 Municipal Board  
 Natural Resources, Department of  
 Nursing, Board of  
 Nursing Home Administrators, Board of  
 Office of Technology  
 Ombudsman for Corrections  
 Optometry, Board of  
 Peace Officers Standard and Training Board  
 Pharmacy, Board of  
 Pollution Control Agency, Minnesota  
 Psychology, Board of  
 Public Employees Retirement Association  
 Public Safety, Department of  
 Public Service, Department of  
 Public Utilities Commission  
 Revenue, Department of (including Board of Assessors)  
 Secretary of State, Office of the  
 Sentencing Guidelines Commission, Minnesota  
 Social Work Board  
 Spanish-Speaking Peoples, Office for  
 State Lottery  
 State Retirement System, Minnesota  
 Strategic and Long Range Planning, Office of  
 Tax Court, Minnesota  
 Teaching, Board of  
 Teachers Retirement Association, Minnesota  
 Trade and Economic Development, Department of  
 Transportation, Department of - District 1  
 Transportation, Department of - District 2  
 Transportation, Department of - District 3  
 Transportation, Department of - District 4  
 Transportation, Department of - Metro Division and Central Office  
 Transportation, Department of - District 6  
 Transportation, Department of - District 7  
 Transportation, Department of - District 8

Transportation Regulation Board  
Treasurer's Office  
Veterans Affairs, Department of  
Veterans Home - Luverne  
Veterans Home - Minneapolis/Hastings and Board  
Veterans Home - Silver Bay  
Veterinary Medicine, Board of  
Voyageurs National Park, Citizens' Committee for  
Workers' Compensation Court of Appeals  
Zoological Gardens, Minnesota

**APPENDIX H****LOW-COST HEALTH PLAN BY COUNTY -- 1998 INSURANCE YEAR**

<b>County</b>	<b>Low-Cost Health Plan</b>	<b>County</b>	<b>Low-Cost Health Plan</b>
Aitkin	Medica Primary	Marshall	State Health Plan
Anoka	State Health Plan Select	Martin	State Health Plan
Becker	State Health Plan Select	Meeker	State Health Plan Select
Beltrami	Medica Primary	Mille Lacs	Medica Primary
Benton	State Health Plan Select	Morrison	Medica Primary
Big Stone	HealthPartners	Mower	State Health Plan
Blue Earth	State Health Plan Select	Murray	Medica Primary
Brown	Medica Primary	Nicollet	State Health Plan Select
Carlton	First Plan Select	Nobles	HealthPartners
Carver	State Health Plan Select	Norman	Medica Primary
Cass	State Health Plan Select	Olmsted	State Health Plan Select
Chippewa	State Health Plan Select	Otter Tail	Medica Primary
Chisago	State Health Plan Select	Pennington	State Health Plan Select
Clay	State Health Plan Select	Pine	Medica Primary
Clearwater	Medica Primary	Pipestone	State Health Plan
Cook	State Health Plan	Polk	State Health Plan Select
Cottonwood	Medica Primary	Pope	State Health Plan Select
Crow Wing	State Health Plan Select	Ramsey	State Health Plan Select
Dakota	State Health Plan Select	Red Lake	State Health Plan Select
Dodge	State Health Plan Select	Redwood	State Health Plan Select
Douglas	Medica Primary	Renville	State Health Plan Select
Faribault	State Health Plan Select	Rice	Medica Primary
Fillmore	State Health Plan Select	Rock	Medica Primary
Freeborn	State Health Plan	Roseau	State Health Plan Select
Goodhue	Medica Primary	St. Louis	State Health Plan Select
Grant	Medica Primary	Scott	State Health Plan Select
Hennepin	State Health Plan Select	Sherburne	State Health Plan Select
Houston	State Health Plan Select	Sibley	Medica Primary
Hubbard	State Health Plan Select	Stearns	State Health Plan Select
Isanti	Medica Primary	Steele	State Health Plan Select
Itasca	First Plan Select	Stevens	Medica Primary
Jackson	Medica Primary	Swift	State Health Plan Select
Kanabec	Medica Primary	Todd	Medica Primary
Kandiyohi	State Health Plan Select	Traverse	Medica Primary
Kittson	State Health Plan	Wabasha	HealthPartners
Koochiching	Medica Primary	Wadena	Medica Primary
Lac Qui Parle	State Health Plan Select	Waseca	State Health Plan Select
Lake	First Plan Select	Washington	State Health Plan Select
Lake of the Woods	State Health Plan Select	Watonwan	HealthPartners
Le Sueur	State Health Plan Select	Wilkin	State Health Plan Select
Lincoln	Medica Primary	Winona	State Health Plan Select
Lyon	State Health Plan Select	Wright	State Health Plan Select
McLeod	Medica Primary	Yellow Medicine	State Health Plan Select
Mahnomen	State Health Plan Select	Out of State	State Health Plan

## **APPENDIX I - CLASS OPTIONS**

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A "class option" is defined as an area of specialization which may require special licensure, certification or registration, and for which a separate examination is used in making appointments to a class.

The following are class options in existence as of July 1, 1997. The Employer reserves the right to eliminate and/or modify these options and to create new options during the life of this Agreement. The Employer shall notify the Union in writing when a class option is created or eliminated. Upon request, the Employer will meet and discuss new class options with the Union.

Architectural Drafting Technician 3	HVAC/Environmental Systems
Behavior Modification Assistant	Crisis Intervention
Building Utilities Mechanic	Electrician License Plumber License Steam Engineer License
Child Care Center Assistant	Infant/Toddler
College Laboratory Assistant 1	Accounting Air Conditioning and Refrigeration Audio Recording Auto Body Automated Control Technology Automotive Technician Biological Sciences Broadcasting Building Care Building Construction Carpentry Chemistry Chiropractic Commercial Art Computer Applications Computer Science Cosmetology DEEDS Facilitator Dental Drafting Electrical Electronics Emergency Medical Services Florist Food Preparation Food Service General Graphic Arts Hearing/Vision Impaired Heavy Equipment Horticulture Language Arts

Laundry  
Machinist  
Maintenance Mechanic  
Marine/Motor Sports Equipment  
Math  
Medical Laboratory  
Musical String Instrument Repair  
Natural Resources  
Natural Sciences  
Nursing Sciences  
Occupational Therapy Assistant  
Photo Processing Lab  
Physical Education  
Physics  
Plumbing  
Printing  
Radiologic Technician  
Security  
Studio Arts  
Study Skills  
Surgical Technology  
Theater Arts  
Truck Driving  
Veterinary Technology

**College Laboratory Assistant 2**

Automotive  
Biological Sciences  
Carpentry  
Chemistry  
Computer Applications  
Computer Science  
DEEDS Facilitator  
Dental  
Drafting  
Electronics  
Firefighting  
Food Preparation  
Heavy Duty Truck  
Horticulture  
Journalism  
Language Arts  
Machinist  
Math  
Natural Sciences  
Nursing Sciences  
Optical Technology  
Physical Education  
Physical Therapy Assistant  
Physics  
Studio Arts  
Study Skills  
Truck Driving

Corrections Manufacturing Specialist -  
Light Manufacturing

Mattress Making

Corrections Manufacturing Specialist -  
Mechanical

Industrial Painting  
Metal Fabrication

Corrections Manufacturing Specialist -  
Transportation and Warehouse

License Plates  
Transportation  
Warehouse

Corrections Teaching Assistant

Adult Basic Education  
AIDS/STD  
Challenge Trek Guide  
Child/Family Policy  
Horticulture  
Juvenile Basic Education

EDP Help Desk Specialist

Public Safety  
Unisys/Mapper System

EDP Operations Technical Specialist

Documentation

EDP Operations Technician 1

Computer Operation  
Production Control/Staging

EDP Operations Technician 2

Computer Operations  
Documentation  
Minicomputer  
Production Control/Staging

EDP Operations Technician 3

Computer Operations  
Documentation  
Production Control/Staging  
Records/Tape Librarian  
Resource Library

Electronic Technician

Computer Systems Specialist

Electronic Technician, Senior

Computer Systems Specialist

Engineering Aide

Cartographics

Engineering Aide, Senior

Dam Safety  
General  
Hydrographics  
Lab Assistant

Exhibit Specialist

Iron Range

General Repair Worker

Locksmith  
Vending Machine

Graphic Arts Specialist

Lithographer

Heavy Equipment Operator	Diamond Drill Operator
Human Services Technician	Deaf/Hard of Hearing Recreation Therapy
Law Compliance Representative 2	Barber Dairy Trade Investigation State Patrol
Parks Worker	Grand Portage
Photographer	Archival Services Photo Processing
Plant Industry Inspector 1	Apiary Barberry Control Seed Potato
Plant Industry Inspector 2	Seed Potato
Plant Maintenance Engineer	Special License
Pollution Control Technician	Radiation Unit
Security Guard	Arts School
Service Worker	Clerical Custodial Food Service Groundskeeper Laundry Patient Care Stock/Mail Clerk
Zookeeper	Aquarium Marine Mammals

In addition to the items specified in Article 4, Section 3, the Appointing Authority shall list the class options for which an employee is qualified on the Seniority Roster. If an employee has a disagreement over the class options for which the employee is qualified, the employee shall have thirty (30) calendar days from the date of the posting of the Seniority Roster to notify the Department of Employee Relations. The Department of Employee Relations shall determine whether the employee is qualified for a class option. If an employee is determined not to be qualified for a class option, he/she shall be offered the opportunity to qualify through the examination procedure.

## APPENDIX J

The following are Junior/Senior Plans in existence as of July 1, 1997. The Employer reserves the right to eliminate and/or modify these plans and to create new plans during the life of this Agreement.

Class Title	Admin. Hrgs.	DOA	DOC	DHS	Econ. Sec.	Farib. Acad.	Finance	DNR	PCA	Public Safety	Rev	MnSCU	DOT	Vets	L&I
Chem. Dep Counselor - Sr.				X											
Clerk 2 - DVS Aide**										X					
CO 1 - CO 2			X												
DEO - Sr.**	X	X	X	X	X		X	X	X		X	X*			X
Elec. Tech - Sr.													X		
High. Tech - Int.													X		
LPN 1 - LPN 2				X		X								X	
Radio Tech 1-2													X		

\*Mankato and St. Cloud State Universities only.

\*\*The Junior/Senior Plan for these classes will be eliminated as the Unit 6 classes are consolidated in the indicated agencies.

## **APPENDIX K - SUPPLEMENTAL AGREEMENTS**

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### **DEPARTMENT OF ADMINISTRATION**

#### **Article 1 Hours of Work**

Article 5 of the Master Agreement shall be modified as follows:

##### **Plant Management:**

Schedule changes for General Maintenance Workers in Building Services which result in employees reporting to work earlier than their usual shift; e.g., employees who are scheduled to work second shift coming in during day shift hours, shall require a three (3) day notice only.

Employees shall be selected for such schedule changes on the basis of most senior qualified within the work area.

The Appointing Authority and Local Union may mutually agree to flextime scheduling plans where appropriate.

##### **Summer Schedules:**

On an annual basis, the Appointing Authority may decide to establish a summer schedule for Grounds Services. The schedule shall be posted at least fourteen (14) days in advance of the effective date.

##### **Fixed Night Shift:**

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

If the employee maintains a night shift operation in PrintCommunications and/or InterTech, the night shift schedule shall be fixed.

**Fixed Night Shift for Employees Assigned to PrintCommunications.** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one (1) or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee, based on State Seniority, not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one (1) or more employees volunteers for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee, based on State Seniority, within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift, that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same work area, classification, and option and each employee is capable and qualified for the position to which he/she is moving.

## **Article 2** **Overtime Distribution**

Article 6, Section 4 of the Master Agreement shall be modified as follows:

### Plant Management:

When it is necessary for Groundskeepers to be trained on snow removal equipment, overtime may be assigned out of order.

Overtime distribution for General Maintenance Workers assigned to building services shall be as follows:

1. An effort shall be made to distribute overtime work as equally as possible among all General Maintenance Worker building services employees in all work areas within the Capitol Complex who are capable of performing the work and who desire the overtime work. The employee's shift and supervisor shall not be taken into consideration in the equal distribution of overtime.
2. This overtime distribution does not apply to extensions of the same shift, except as noted in 3 below or emergency situations. Extension of shift(s) shall be offered to the most Senior General Maintenance Worker assigned to the work area. If no General Maintenance Worker accepts the extension of shift, the Appointing Authority shall assign the overtime based upon inverse order of seniority. For emergency situations, the Appointing Authority shall make a reasonable effort to distribute the overtime the same as the shift extension. Overtime earned as an extension of the same shift or emergency situations shall not be counted as overtime worked for the purposes of equal distribution.
3. The extension of shift(s) for those employees assigned the Capitol work unit shall be done by equal distribution during the session. All overtime hours offered and/or worked shall be credited to the Capitol work unit distribution. This equal distribution of overtime hours shall be in effect while the Legislature is in session. In between sessions, these employees shall be under the seniority distribution of extension of shift overtime hours according to 2 above.
4. All overtime hours will be zeroed out on June 30, of each year.
5. All overtime hours offered, except those listed in #2, shall be credited. Employees on scheduled vacation the work day before or after the overtime shift shall not be credited for overtime offered and not worked on the equal distribution list. However, once an employee has agreed to accept an overtime shift such overtime shift shall be considered a scheduled shift. If the employee is unable to work the scheduled overtime shift, that employee shall notify his/her supervisor no later than the beginning of the shift preceding the overtime shift assignment. Any employee that does not show for a scheduled overtime shift shall be credited the hours of that shift at the rate of time and one-half.

### InterTech:

Overtime distribution for the EDP Tech classifications shall be as follows:

1. Five (5) functional work areas shall be established for the purpose of overtime distribution. They are:
  - Production Control Documentation;
  - Operations Center Services;
  - Storage Management (Tape Library);
  - Systems Operations;
  - Input/Output Operations.

2. Overtime shall be offered on an equal distribution basis as defined in Article 6, Overtime, Section 4, Distribution except that employees scheduled on vacation the day before or after an overtime shift shall not be credited for offered overtime and not worked. Distribution shall be calculated based on the number of hours worked, not the number of times contacted.
  3. Overtime hours shall be zeroed out June 30 of each year.
  4. Overtime known in advance shall be offered in the following order:
    - Capable and qualified employees within the functional work area, who normally work the shift the overtime is needed;
    - Capable and qualified employees within the functional work area, who normally work other shifts.
- If all capable and qualified employees decline the overtime, it shall be assigned to:
- The capable and qualified employee with the least number of overtime hours credited who normally works the shift the overtime is needed. If more employees have the same number of hours credited than are needed, the overtime shall either (1) be assigned in inverse order of seniority among those who share the same number of hours credited or (2) the supervisor may offer the overtime to other qualified employees, by class, outside the functional work area.
5. Overtime for the immediately subsequent shift shall be offered in the following order:
    - Capable and qualified employees within the functional work area, who are on duty. If all these individuals decline overtime, it shall be assigned to:
    - The capable and qualified employee with the least number of overtime hours credited, who is on duty. If more employees have the same number of hours credited than are needed, the overtime shall be assigned in inverse order of seniority among those who share the same number of hours credited.

Print Communications:

Overtime on a non-scheduled work day shall be offered in the following order:

- Most senior capable and qualified employee(s) within or among class(es) as determined by the Appointing Authority regardless of shift. If all of these individuals decline the overtime, it shall be assigned to:
- Capable and qualified employees on the basis of inverse Classification Seniority. The assignment shall be rotated within each pay period.

Overtime to extend a shift shall be assigned to the employee(s) currently operating the necessary equipment to complete the job in question regardless of seniority.

Overtime for the current shift shall be offered in the following manner:

- The employee who would normally be scheduled to run the required equipment on the immediate subsequent shift shall be called in. If multiple operators are scheduled to work the required equipment on the immediate subsequent shift:

- The overtime shall be offered to the operator(s) in seniority order. If all of these individuals decline the overtime, it shall be assigned to:
- Capable and qualified employees on the basis of inverse Classification Seniority on the immediate subsequent shift.

Article 6, Section 5, Liquidation, of the Master Agreement shall be modified as follows:

**Plant Management:**

Building Services employees who accrue compensation bank overtime during the full session in odd numbered years shall have the comp time liquidation in cash extended by thirty (30) days from June 30 until July 30.

**Article 3**  
**Holidays**

Article 7, Section 4, Shift Work, of the Master Agreement shall be modified as follows:

The holiday for third shift employees except those employees in PrintCommunications will be the day on which the shift begins rather than where the majority of hours fall.

Article 7, Section 8, Work on a Holiday, of the Master Agreement, shall be modified as follows:

**Plant Management:** Work on the Fourth of July shall be distributed according to the provisions of Article 6, Section 4 for General Maintenance Workers and Groundskeepers.

**InterTech:**

1. The five (5) functional work areas for EDP Tech employees for work on a holiday are:
  - Production Control Documentation;
  - Operations Center Services;
  - Storage Management (Tape Library);
  - Systems Operations;
  - Input/Output Operations (Printing and Tapes).
2. The Employer shall choose the classification(s) needed to work the holiday.
3. Requests for the holiday off and/or assignments to work on the holiday shall be based upon State Seniority within/among the applicable classification(s) and applied to each shift.
4. Hours worked on the holiday shall not be credited as overtime worked for purposes of equal distribution.

**Article 4**  
**Vacation Leave**

Article 8, Section 3, Vacation Period, of the Master Agreement shall be modified as follows:

Requests for a vacation period of less than forty (40) consecutive hours, including holidays and weekends, may be submitted no more than ninety (90) days in advance of the request.

Comm. Media:

Print Communications:

During the months of June, July, and August, no employee shall be granted more than two (2) weeks annual leave in one (1) or two (2) week blocks.

Should there be time available that no employee has requested vacation, an employee could request and be granted an additional week, based on staffing needs and providing it does not limit any other employee from being granted the one (1) or two (2) week block identified above.

This does not preclude employees from requesting additional time off in increments of less than one (1) week.

**Article 5**  
**Vacancies, Filling of Positions**

Article 12, Section 4 (D), of the Master Agreement shall be modified as follows:

All Divisions:

The Appointing Authority may temporarily reassign any employee to another work area, off-site location, and/or shift, for six (6) consecutive months or less.

Article 12, Section 6, Eligibility for Bidding, of the Master Agreement shall be modified as follows:

Plant Management:

Building Services employees represented by the Union shall be eligible to bid on vacant positions within their work area, but outside their work unit.

Article 12, Section 7, Filling of Positions, of the Master Agreement shall be modified as follows:

InterTech:

Employees who accept a transfer into EDP Operations Technician 2 positions with Production Control/Staging and Computer Operations options from EDP Operations Technician 2 positions without options or with other options will be required to serve a six (6)-month probationary period on transfer. Upon acceptance of the position, the employee shall be provided with a checklist of all items on which he/she will be evaluated. An evaluation shall be conducted at three (3) months and six (6) months. At the completion of the probationary period, the employee must demonstrate proficiency in each area specified by management, including the ability to communicate with customers and co-workers. If at the end of the probationary period the employee does not demonstrate sufficient knowledge of production control, current contract language for non-certification shall apply.

**Article 6**  
**Work Uniforms**

The provisions of the Master Agreement shall be supplemented as follows:

Employees may be required to wear uniforms as a condition of employment; if so the Appointing Authority shall furnish such uniforms. Laundry Service uniforms currently provided will be maintained by the Appointing Authority. Proper maintenance of purchased uniforms is an employee responsibility. Uniforms shall not be utilized for off duty activity by the employees.

Employees working in Building Services and the Materials Transfer Unit shall be permitted to wear shorts during the summer months (May 1 to September 30). The parties agree to meet and discuss the length and the color of the short.

#### **Article 7** **Attendance at Union Meetings**

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

Employees may be permitted to adjust their hours of work to permit travel time necessary to attend regular monthly Local and Executive Board meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours and shall be at the beginning of the shift.

Employees who desire to make these adjustments must request and be granted approval from their immediate supervisor or other Appointing Authority designee in advance of the meeting date. Requests shall show the hours of release time requested. Approval of these requests shall not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing the day of the meeting.

Employees shall receive no compensation for time spent in such travel, but may utilize vacation leave, compensatory overtime hours, or work extra hours, within the same payroll period, if work is available, to prevent a loss of earnings.

In the event work is available and an employee is authorized to work extra hours to offset time spent in travel to union meetings, the Appointing Authority shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of release time requested and used.

#### **Article 8** **Meet and Confer**

The parties agree to meet and confer on the following topics within six (6) months of the Agreement:

- Plant Management - Clothing for Grounds Services;
- Plant Management - Identification of the number of employees allowed vacation in each work area. The Appointing Authority will meet and confer with the Local Union on any permanent changes in these numbers;
- Comm. Media - Clothing for PrintCommunications.

Minnesota  
Department of  
Employee  
Relations

*Leadership and partnership in  
human resource management*

July 8, 1997

Pat Urquhart  
Sr. Business Representative  
AFSCME, Council No. 6, AFL-CIO  
300 Hardman Avenue South, Suite 306  
South St. Paul, MN 55075

SUBJECT: Department of Administration Supplemental Agreement Negotiations

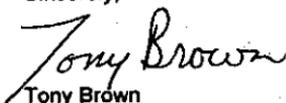
Dear Pat:

At our recently concluded supplemental agreement negotiations for the Minnesota Department of Administration, we discussed approval of short duration vacations.

The issue involves requests to use vacation leave for a day or less and making the request a day or two in advance of the requested time off. The concern of the Local is that supervisors are not granting these vacation requests in a prompt manner and the employee is not able to know if they can take the time off nor is the employee able to plan anything for the requested time off. The concern for management is that the supervisor must be sure that there is adequate staffing to complete the work assignments or that there is sufficient progress toward completion of work assignments then underway.

It was agreed that management would make every effort to grant short duration vacation requests whenever possible. A representative of the Local or the Council can contact me directly if there becomes a concern that these requests are being unfairly denied or that the response of the supervisor to the request is unduly delayed.

Sincerely,



Tony Brown  
Labor Relations Representative  
Labor Relations/Compensation Division  
(612) 296-8408

TB:can

## DEPARTMENT OF AGRICULTURE

### Article 1

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

#### Flextime Plan

##### Schedule Requests

The flextime plan shall allow an employee to request modification of his/her current work schedule to any schedule which includes eight (8) consecutive hours of work for five (5) consecutive work days, or nine (9) consecutive hours of work for four (4) consecutive work days plus four (4) hours of work on the fifth (5) consecutive day, or ten (10) consecutive hours of work for four (4) consecutive work days. Consecutive hours of work shall exclude a thirty or sixty minute unpaid lunch period. A schedule must begin no earlier than 6:30 a.m. and end no later than 6:30 p.m., and must encompass the core hours of 9:00 a.m. to 3:00 p.m. The employee shall request a modification in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the date the requested schedule would go into effect, if approved.

##### Review of Requests

The immediate supervisor shall determine to approve or deny the request of the employee within his/her work unit based upon job-related considerations. If there are conflicting requests from employees and the needs of the supervisor require that not all requests may be approved, the supervisor shall approve (if all other considerations indicate approval) the request submitted by the employee with the most state seniority. Should conflicts still exist, they shall be resolved by lot.

The immediate supervisor shall provide the employee with written notice and explanation of the decision within seven (7) calendar days of receipt of the request. If an employee's request is denied, a copy of the written notice and explanation of the decision shall be available to the Union. No request shall be unreasonably denied.

##### Altered Schedules

Changes in approved flextime schedules shall be made by management only in accord with the provisions of Article 5 of the Master Agreement. Employees may request changes in their approved work schedules by giving the Appointing Authority the notice contained above. Upon assignment of an employee to attend training sessions or other meetings, or upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be temporarily altered for a duration of no more than fourteen (14) consecutive calendar days at a time without regard to the above provisions, provided that it doesn't result in payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor, provided such change does not result in The payment of overtime.

##### Appeals

An employee may appeal the decision of the immediate supervisor to deny or revoke a flextime schedule to the appropriate division director who shall respond in writing and, if not resolved at that level, to the Commissioner's designee who shall respond in writing. The decision of the Commissioner or his/her designee is final and shall not be subject to Article 17 of the Master Agreement.

**Article 2**  
**Noon Meals**

Article 20, Section 5, (B) of the Master Agreement shall be amended and/or modified as follows:

1. Whereas, the Minnesota Department of Agriculture is unique in that it has many employees assigned to field inspector positions who work out of their homes and who drive either their own personal vehicle or state vehicle on assigned business throughout the course of their normal work day and who are always away from their home station over the normal noon meal period. Therefore, the interpretation of noon meal reimbursement shall be modified as follows:

Employees shall be reimbursed for the actual cost (not to exceed contract amount) of the noon meal if the employee has traveled more than 35 actual road miles before lunch after leaving his/her permanent work station (excluding employee's hometown).

**Article 3**  
**Home Work Station**

Article 20 Section 7 of the Master Agreement shall be modified as follows:

The Appointing Authority will provide the employees who are assigned to use their residences as their office or work station either:

1. Payment of the employee's monthly basic service charge on their present telephone (touchtone rate); or
2. Payment of the employee's monthly basic service charge for a second telephone line, including the installation fee (monthly charge would be attached to the employee's expense report).

When an employee is required to have an answering machine/voice mail as a part of the employment, the employer will provide the machine/ voice mail at no cost to the employee.

**Article 4**  
**Part-Time/Unscheduled Employees**

The Minnesota Department of Agriculture hereby agrees to change the employment conditions of not more than seven (7) intermittent Grain Sampler I's and five (5) intermittent Plant Industry Inspectors to Part-time/Unscheduled. In order to be included in this employment condition, the present intermittent Grain Sampler I's and Plant Industry Inspectors must have averaged a minimum of 1250 hours during his/her last calendar year of employment. The Department of Agriculture further agrees that this change in employment condition to Part-time/Unscheduled will make these employees eligible for insurance benefits under the part-time coverage provisions of Article 19, Insurance, of the Agreement between AFSCME Council No. 6, AFL-CIO and the State of Minnesota. This agreement would have the employer providing the employer's contribution for part-time coverage as noted above. For the purposes of moving intermittent employees into the PT/Unscheduled employment condition, each service point (identified as work location in the seniority roster) will be considered a work area. This employment condition will be offered to the most senior intermittent grain sampler or Plant Industry Inspector in the service point; if declined, the next most senior intermittent sampler or inspector will be offered the change. The offer will progress from most senior intermittent sampler or inspector to least senior intermittent sampler until it is accepted.

It is further understood that the Department of Agriculture can remove an employee from the PT/Unscheduled employment condition back to intermittent if the employee's annual average number of hours worked drops below 900 hours. In removing an employee from PT/Unscheduled to intermittent, the Department of Agriculture will move the least senior PT/Unscheduled Sampler or Inspector in that service point to the employment condition of intermittent.

It is further understood that in consideration of the above, the Union and employer agree that, with the exception of the provision of the part-time insurance coverage described above, all other provisions of the contract remain in effect as they pertain to the employment condition of the intermittents.

It is further understood that the Department of Agriculture will not convert more than seven (7) Grain Sampler I or five (5) Plant Industry Inspector positions to the PT/Unscheduled status without consultation with the Union.

The employer agrees to review hours worked for employees who receive coverage under this Agreement prior to the end of the calendar year so that employees who may be in danger of losing their coverage at the end of the calendar year may receive a non-binding advisory. This would be done around November 15th, allowing employees in danger of losing coverage to make alternate plans.

All changes will occur on a calendar year basis. Due to the mid year start of the initial group of Plant Industry Inspectors affected by this, the employer agrees not to delete this first group from coverage until at least the end of calendar year 1997. After that, they will go to a calendar year basis. If any of these employees become eligible as PT/Unscheduled employees November 1, 1995, they may join in the initial group, but will do so on a calendar year basis.

The parties agree that this article is non-precedential and shall not be referred to by either party in the context of collective bargaining or with other Appointing Authorities.

#### **Article 5** **Hours of Work**

Article 5, Section 1B and C of the Master Agreement shall be supplemented and/or modified as follows:

The Director of the Grain Inspection Division may change the starting and ending times of an existing shift up to and including two (2) hours for Grain Samplers and non-metro Grain Inspectors with ten (10) hours notice if the work needs dictate. This change shall not result in overtime or penalty pay.

### **MINNESOTA BOARD OF ANIMAL HEALTH**

#### **Article 1** **Purpose**

The purpose of this Supplement is to establish a voluntary alternate work schedule at the Board of Animal Health. Each division, as designated by the Appointing Authority, has the option of implementing this program. "Division" is defined as a specified number of AFSCME employees who report directly to one immediate supervisor. If necessary, the work week shall be changed to conform with the Fair Labor Standards Act.

**Article 2**  
**Alternate Work Schedule Request**

This schedule is based on a Wednesday through Tuesday (40 hour) work week over a two (2) week (80 hour) payroll period. The alternate work schedule shall allow an employee to request modification of his/her work schedule to the following: eight and one-half (8-1/2) consecutive hours eight (8) days per pay period and eight (8) consecutive hours one (1) day per pay period and four (4) consecutive hours one (1) day per pay period. The eight and one-half (8-1/2) hour scheduled days shall be from 7:30 AM to 4:30 PM or from 8:00 AM to 5:00 PM. Consecutive hours work shall exclude the normal unpaid lunch period. The employee shall request participation in this program in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the starting date of the schedule. Changes to an employee's work schedule can be submitted for consideration twice during a fiscal year. Requests shall be submitted by October 1 and/or April 1. Once the program is in effect, an employee may request to revert back to the original 8:00 a.m. - 4:30 p.m. schedule by providing a fourteen (14) calendar day notice to his/her immediate supervisor. Changes will take effect at the beginning of the first pay period following management's approval of the request.

The Employer retains the right to deny individual requests under this program, and with fourteen (14) calendar days notice, to end an individual's participation in the alternate scheduling program where it would adversely affect the operation of the group. The Employer's decision in this regard are not subject to the grievance procedure in Article 17 of the Master Agreement. An employee may appeal their supervisor's decision in this regard to the Executive Secretary or designee. If it is necessary to limit the number of participants within a division, the Employer shall approve the request(s) from the employee(s) with the most seniority within the division.

**Article 3**  
**Holidays and Paid Leave Hours**

If a holiday falls on an employee's scheduled four (4) hour day, the employee may request a change in the days of work within the same pay period with the approval of the supervisor or shall be paid for eight (8) hours and work eight (8) hour days for the pay period. If a holiday falls on an employee's scheduled eight and one-half (8-1/2) hour day, the employee shall be paid for eight (8) hours and adjust their schedule to ensure an eighty (80) hour pay period.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time charged to the paid leave or taken as unpaid leave shall be for the total hours they would have otherwise been in attendance at work that day.

**Article 4**  
**Hours of Work**

This Supplemental Agreement hereby amends Section 2, Subdivision B-1 and 2 of Article 5 of the Master Agreement so as to recognize the legitimacy of an eight and one-half (8-1/2) hour work day.

No additional paid rest periods shall be provided to an employee participating in this program.

The supervisor may temporarily adjust an employee's alternate schedule for vacations, emergencies or training.

**Article 5**  
**Meet and Confer**

This supplemental agreement shall be in effect for an indefinite period, or until further negotiated, beginning the effective date of the Agreement. Should problems occur, the parties agree to meet and confer in an effort to resolve the issues. If the meet and confer cannot resolve the issues, the local union reserves the right to terminate this program for any division by providing thirty (30) calendar days written notice to the other party.

**MINNESOTA DEPARTMENT OF CHILDREN, FAMILIES AND LEARNING**

**Article 1**  
**Attendance at Union Meetings**

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

Employees may be permitted to adjust their hours or work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed one (1) hour.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Appointing Authority designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at Union meetings, but may utilize vacation leave or work extra hours, within five (5) working days, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at Union meetings, the Appointing Authority shall have no liability for overtime hours of pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a Union meeting.

**Article 2**  
**Bidding**

The provisions of Article 12, Section 6 of the Master Agreement shall be supplemented and/or modified as follows: In the event a vacancy occurs within the AFSCME bargaining units, that position shall be posted and filled according to Article 12 of the AFSCME Agreement, and shall be open for bids from all eligible employees within that classification within the Minnesota Department of Children, Families and Learning excluding the Residential Academies.

## DEPARTMENT OF CORRECTIONS

### ALL SENIORITY UNITS

#### Article 1 Seniority Credit for Trainee Time

Article 4, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

1. In the case of an employee appointed to a Corrections Officer trainee classification for three (3) or more weeks or an employee working under a provisional appointment as a Corrections Officer 1, 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. Effective July 30, 1991, in the case of an employee who previously served as an intermittent Corrections Officer 1 without a break in service, Classification Seniority shall be determined by totaling the number of hours worked prior to the full-time status, converting these hours to eight (8) hour work days, and increasing the employee's classification seniority by the resulting number of work days.
2. In the case of an employee hired after July 30, 1991 in an intermittent, temporary, emergency, or student worker capacity, and who had no break in service prior to being employed in a trainee classification for three (3) or more weeks, state seniority shall be determined by totaling the number of hours worked prior to their employment in the trainee capacity, converting these hours to eight (8) hour work days, and increasing the employee's seniority by the resulting number of work days.

#### Article 2 Hours of Work

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

#### Meal Periods

Employees shall not normally be required to work during their meal period. Those employees who by the nature of their work are required by their supervisor to remain in a duty status during their meal period may, with the approval of their supervisor, either shorten their work day by the length of the meal period or else have their meal period counted as time worked and be paid at the appropriate straight time or overtime rate, whichever is applicable.

#### Schedule Posting

Work schedules for corrections officers who are not yet assigned to a permanent post shall be posted at least four (4) calendar days in advance of the effective date of change. Employees not yet assigned to permanent posts after six(6) months must receive fourteen (14) days notice. Upon request of the Local Union, the Appointing Authority will provide a list of current staff who are not assigned to a permanent post.

Unit 8 employees who successfully bid or promote to a position are not required to receive a fourteen (14) day notice of the shift change in order to expedite the position filling process.

Prior to changing established days off, the Appointing Authority shall discuss the change with the local union.

### **Fixed Night Shifts**

Appointing Authorities shall maintain a fixed night schedule for Unit 8 employees unless the Appointing Authority and the Local Union have agreed to maintain rotating schedules.

### **Shift Exchanges**

Employees who are qualified and capable may mutually agree to exchange days, shifts or hours of work with the approval of their supervisors and shift lieutenants where applicable, which shall not be unreasonably denied and provided such change does not result in the payment of overtime. If one or both of the employees' immediate supervisor(s) will not be available prior to the desired shift exchange, an on-duty supervisor may approve the exchange, and the supervisor's signature shall be obtained as soon as feasible after the exchange. Such exchanges shall be subject to the following conditions:

1. All requests for exchanges must be reduced to writing on a Department of Corrections form and must state the exact days, shifts or hours of both employees that are involved in the shift exchange request(s).
2. Exchanges shall not extend beyond six (6) pay periods, unless approved by the Appointing Authority.
3. Once an exchange has been approved, neither employee may subsequently agree to exchange with another employee, which would alter the original exchange.
4. Employees failing to work on the payback day or any part thereof shall have appropriate hours deducted from their pay and shall not be permitted to use other paid leave for it, unless otherwise authorized by the Appointing Authority, which authorization shall only be made if it can be clearly proven that the absence was caused by an unavoidable emergency.
5. Failure to work the payback day or any part thereof or failure to follow the procedure as outlined in this article shall result in a six (6) months exclusion from use of exchanges by said employee, unless otherwise authorized by the Appointing Authority, which authorization shall only be made if it can be clearly proven that the absence was caused by an unavoidable emergency.
6. Once an exchange is approved, no proration of vacation or holidays shall be applied to the exchange unless the employee would be prorated for reasons other than the exchange.

### **Article 3** **Overtime**

Article 6, Overtime, shall be supplemented and/or modified as follows:

Employees may request to be offered voluntary overtime by submitting a written form to the local human resource office or other areas as designated. There shall be overtime lists for a fixed duration determined by the Appointing Authority, which shall include availability for overtime with seventeen (17) hours or less of notice and over seventeen (17) hours of notice. At the discretion of the Appointing Authority, any employee on a list who is offered overtime and turns it down two times shall be removed from the list for its duration. Failure by the employee to personally answer a phone call offering overtime work shall result in the employee's name being bypassed, and the next senior employee shall be contacted.

Where overtime work exists with less than seventeen (17) hours notice, such overtime work shall first be offered to the employee on duty in the work unit with the most Classification Seniority in the same job class who is capable of performing the work available. Should the senior employee decline the overtime, it shall be offered to the next most senior capable employee. This process shall be repeated until a capable employee in the work unit accepts or all have rejected the assignment. Subsequently, overtime shall be offered to the next most senior in rotation.

If all capable employees in the work unit have declined the overtime, it shall next be offered to the most senior capable employee in the same class on the shift list. If the senior employee declines, it shall be offered in descending order to the next most senior until a capable employee accepts or all have rejected the assignment. Subsequently, overtime shall be offered to the next most senior in rotation.

If overtime work is known to exist in excess of seventeen (17) hours notice prior to its commencement, it shall be offered first to the most senior capable employee in the same job class on the over seventeen (17)-hour notice list. If declined, the overtime shall be offered to the next most senior capable employee in descending order until one accepts or all have rejected the assignment. Subsequently, overtime shall be offered to the next most senior in rotation.

The Appointing Authority shall not be required to cut in on work progress in order to comply with the requirements of this Section. In the event all capable employee decline overtime, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees. However, no employee shall be assigned forced overtime based on inverse order of Classification Seniority more than once every five (5) calendar days. In emergencies, notwithstanding this Section, the Appointing Authority may assign someone to temporarily meet the emergencies regardless of seniority or overtime distribution.

#### **Overnight Activities**

For all employees in Unit 8, the total compensation granted employees 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, except as it conflicts with state or federal law.

#### **Article 4 Holidays**

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

**Section 3. Substitute Holidays.** An Appointing Authority may designate substitute days or floating holidays for the observance of Veteran's Day, President's Day, the day after Thanksgiving, Memorial Day and Labor Day with the agreement of the Local Union at least thirty (30) days in advance of such change.

**Section 5. Holidays on Day Off.** When any of the stated holidays fall on an employees regularly scheduled day off, the employee's scheduled work day either before or after the holiday, at the option of the Appointing Authority, shall be scheduled as a designated holiday for that employee, unless other arrangements are agreed to between the Appointing Authority and the employee. If the employees fail to take the holiday off within nine (9) months of its occurrence, s/he shall lose it.

#### **Section 8. Work on a Holiday.**

B. Payment (2):

Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Article 7. Such alternate holiday shall be granted within nine (9) months of its occurrence or the employee shall lose it.

Employees whose holiday pay is prorated shall also be compensated in the above manner for work on a holiday.

Employees who have worked on a holiday and to whom the Appointing Authority has granted an alternate holiday in lieu of holiday pay under Section 8B2 shall, at the request of the employee, be permitted to use the alternate holiday in increments of less than a full eight (8) hours during nine (9) months following the holiday's occurrence.

An employee transferring to the service of another DOC Seniority Unit shall have unused alternate and designated holidays paid in cash.

### **Article 5** **Vacations**

Article 8 shall be supplemented and/or modified as follows:

**Section 1C. Crediting Accruals.** Pre-service Corrections Officer trainee service and any other Department of Corrections trainee service that is unbroken and precedes a probationary appointment does not apply toward vacation accumulation except as modified below.

For the purpose of determining an employee's length of service credit for vacation accruals, the Appointing Authority shall use the date the employee was appointed to a trainee classification, provided the employee began accruing vacation immediately after completing training. However, for trainees who had accrued vacation prior to being appointed to a trainee classification, the employee's length of service credit for vacation accruals will include any time when vacation was previously accrued. In the case of an employee who had previously served as an intermittent Corrections Officer, the employee's length of service credit for vacation accruals will be the State Seniority date, as determined in Article 1 of this supplement.

**Section 3. Vacation Periods.** Employees who have obtained advanced approval of vacation shall not be permitted to cancel or alter their approved vacation leave unless notice is given at least fifteen (15) calendar days prior to its scheduled commencement. Upon mutual agreement of the Local Union and the Appointing Authority, this requirement may be waived within the fifteen (15) calendar days.

Approved vacations may be canceled when a Department of Corrections employee has transferred to another Department of Corrections seniority unit. Once an employee has been awarded a bid for a position in another work area, the employee shall submit any vacation request(s) to his/her supervisor in the new work area.

An employee who has requested and received authorization to take vacation more than six (6) months in advance (in accordance with Article 8, Section 3 of the Master Agreement) will not be allowed to cancel any part of that vacation without canceling the entire vacation request and reposting the portion the employee wants to retain.

If the employee requesting vacation time off could have the vacation hours in his/her bank, by the time of the requested period, once granted as vacation, the employee may use compensatory time banked, vacation leave accrued, alternate holiday or all three to cover the approved time off.

In any facility or seniority unit where other bargaining units have an agreement to submit vacation requests more than six (6) months, Section 3 is hereby modified to conform with those periods of time.

#### **Article 6** **Leaves of Absence**

Article 10 of the Master Agreement shall be modified/supplemented as follows:

#### **Hostage Leave**

The Employer and the Union agree that under Article 18, Section 10, 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 two-hundred forty (240) hours.

#### **Military Leave**

Employees who are Guard/Reserve members shall be allowed to work their "weekend" and use the time to attend military drill weekends. When possible, orders shall be shown to the supervisor fourteen (14) days or more in advance of weekend time to be used.

#### **Article 7** **Vacancies, Filling of Positions**

Article 12 of the Master Agreement shall be supplemented and/or modified for Unit 8 employees as follows:

#### **Reassignment**

**Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This does not, however, include the right to reassign employees to a vacant position in the same class, and shift and work area.

**Temporary Assignment.** The Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. If, at any time during the five (5) months, the Appointing Authority has legitimate business reason(s) to make the reassignment permanent, the Appointing Authority shall first discuss this decision with the Local Union. The decision of the Appointing Authority shall be final and may not be grieved.

#### **Posting and Bidding**

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of five (5) calendar days a description of the vacancy on officially designated bulletin boards. The specific position vacated, with the same hours of work and days off, shall be the one posted.

Vacancies in Corrections Officer Junior/Senior Plans shall be posted at both levels (CO1 and 2) of the plan.

Employees, including those in the same work area as the posted vacancy, shall be eligible to bid for any vacancy within their class (or option or other options for which they are qualified as determined by the Appointing Authority) and seniority unit. Other restrictions on posting and bidding indicated in the Master Agreement remain in effect, however, Corrections Officer 2's shall be allowed to bid during their initial probation after reallocation. Corrections Officers 1, 2 and 3 who transfer to another correctional facility shall have bidding rights while on transfer probation.

Employees who have successfully filled a vacancy via a bid shall not be entitled to bid on another vacancy for a period of three (3) months following the date the employee was selected for the previous vacancy.

The Appointing Authority may, at their discretion, waive the three (3)-bid limit for any vacancy. Once waived, the posting will continue until there are no eligible bidders.

#### **Work Areas**

Adult correctional facilities shall establish more than one work area for Unit 6 employees.

#### **Filling Positions**

Selection of employees to fill a posted vacancy shall be made from among eligible bidders in either level (CO 1 and 2), but bids by employees in the higher class shall be considered first with their CO 2 seniority receiving priority over CO 1 time.

If an eligible list is to be used for a Corrections Officer 3 vacancy, selection shall be made from among employees within the same seniority unit in which the vacancy exists, whose names appear on the promotional list certified by the Department of Employee Relations in the order of Corrections Officer 2 seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants certified from the lists.

The Local Union shall have the right to challenge the selection of an employee other than the senior employee through the third step of the grievance procedure only. If the grievance is denied, the Union Business Representative may request a review of the grievance by the Department of Corrections Human Resource Director's determination shall be final.

#### **Required Probationary Period**

An intermittent Corrections Officer who has not graduated from the DOC Training Academy, and who later does graduate from the Academy and becomes a part-time or full-time Corrections Officer, will be required to serve a new probationary period as described in Article 12, Section 23 of the Master Agreement.

If the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, the Appointing Authority and the local union may agree to an extension, not to exceed three (3) months.

#### **Article 8 Grievance Procedure**

Article 17, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

Grievance meetings at which the Step 2 Employer representative is also the Appointing Authority for the third step of the grievance procedure shall be considered to be both the second and third step grievance meetings.

#### **Article 9** **Wages**

Article 18 of the Master Agreement shall be supplemented and/or modified as follows:

#### **Officiating**

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 occasional or sporadic employment duties will not have these hours counted as hours worked for purposes of determining eligibility for overtime either under Article 17 of the Agreement or under federal law.

#### **Corrections Trades Differential**

Employees who were receiving Corrections Trades Differential prior to July 26, 1989 shall have the differential placed into their base rate of pay per hour and shall not receive any other compensation noted below.

Effective July 26, 1989, employees in Unit 2 positions who are specifically assigned by the Appointing Authority to supervise inmates in institutions of the Department of Corrections shall receive a sixty cents (\$.60) per hour differential for each hour of such assignment. This differential shall not be paid for sick leave, vacation, compensatory time off or holidays.

#### **Work Out of Class Pay**

Corrections Officer 2 who is expressly assigned to perform substantially all of the duties of a Corrections Manufacturing Specialist (all options), when that position is temporarily unoccupied and the work out of class assignment exceeds ten (10) consecutive work days in duration, shall be paid at a rate within the higher range which is equal to the minimum rate for the higher class or one (1) step higher than the employee's current salary, whichever is greater.

#### **Article 10** **Expense Allowances**

The provisions of Article 20 of the Master Agreement are supplemented as follows:

- A. **Uniforms**. Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance and cleanliness of uniforms is an employee responsibility. Uniforms shall not be utilized for off-duty activity by the employee. Where the Appointing Authority has maintained uniforms, it will continue to do so provided staffing and facilities are available.
- B. **Protective Clothing**. Employees required to wear protective clothing or safety devices as a condition of employment shall have such clothing or devices furnished and maintained in proper working condition by the Appointing Authority.

- C. **Clothing Damage.** An employee will be reimbursed for injury to or loss of his/her personal property while acting within the scope of his/her employment, pursuant to Minnesota Statutes 3.66 through 3.84 and in accord with procedures established by the Department of Corrections.
- D. **Uniform Committee.** The Union shall be entitled to select a representative to serve on the uniform committee where one exists, and such representative shall meet without loss of pay.
- E. **Escort Meal Reimbursement.** Corrections Officers from correctional facilities who escort inmates to a medical center, and who because of appointments, operational needs, or staff shortages cannot be relieved for a meal period, shall be eligible to receive a lunch tray when guarding such inmates over the lunch hour, if the inmate is given a tray.

### **Article 11** **Relocation Expenses**

Article 21 of the Master Agreement shall be supplemented and/or modified for Unit 8 as follows:

Employees who are promoted to a higher classification, and who change residences in order to accept such a promotion, and who meet the 35 mile requirement contained in Article 21, shall be reimbursed for all covered, incurred expenses outlined in the Master Agreement, Article 21, up to a maximum of \$1,500.00. Entitlement to any other amount noted in Article 21 is otherwise waived.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months.

### **Article 12** **Affirmative Action Committees**

When vacancies occur on the institution-level affirmative action committees, the Local Union may submit names to the Appointing Authority for consideration to serve on the committee.

### **Article 13** **Supervisory Conferences**

Supervisory conferences with employees shall be documented in writing within five (5) days of the conference. The employee shall receive a copy of this documentation, and the employee may respond to the written documentation.

## **MINNESOTA CORRECTIONAL FACILITY/LINO LAKES**

### **Article 1** **Overtime Distribution**

For Unit 8 employees, the provisions of Article 6, Section 4, of the Master Agreement and Article 3 of the DOC Supplement shall be modified as follows:

Overtime shall be offered on the basis of state seniority, to the most qualified and capable employee with the least amount of overtime worked for that sign-up period. If the employee refuses the overtime, it shall be offered on the basis of state seniority to the next employee who has signed up for that shift and has the next least amount of overtime worked during that sign-up period.

**Article 2**  
**Vacation**

The provisions of Article 8, Section 3, shall be modified as follows:

Vacation requests of less than forty (40) hours, including holidays, can be submitted no more than three (3) months before the requested dates.

Staff in work units where the Appointing Authority does not fill in behind shall not be included when granting/denying vacation based on staffing levels. The Appointing Authority will notify the local union of the work units covered under this language.

For Unit 8 employees, vacation requests shall be granted by State Seniority on the shift the officer requesting vacation is assigned.

**Article 3**  
**Posting and Bidding**

Article 12 of the Master Agreement and Article 7 of the DOC Supplement shall be modified as follows:

Employees who have successfully filled a vacancy via a bid and employees transferring in from another correctional facility shall not be entitled to bid on another vacancy for a period of three (3) months following the date the employee was selected for the previous vacancy.

Employees who have transferred and are required to serve a probation period may elect to return during the fifteen- (15)-day trial period to the former position if that position has not been awarded via a bid. If the position has been awarded, the returning employee will be assigned to a vacancy that has gone through the posting procedure or to the utility pool.

**Article 4**  
**Shift Exchanges**

Article 3 of the DOC supplement shall be modified as follows:

Failure to work the payback day or any part thereof or failure to follow the procedure as outlined in Article 3 shall result in a three (3) month exclusion from trades for the first missed exchange and shall result in a six (6) month exclusion for any subsequent missed exchange unless otherwise authorized by the Appointing Authority, which authorization shall only be made if it can be clearly proven that the absence was caused by an unavoidable emergency.

**Article 5**  
**Sentence To Service Program**

The provisions of Article 5, Hours of Work, are amended for Sentence to Service Crew Leaders as follows:

- Section 1B. Each STS Crew Leader may establish their own individual work shift subject to approval by the STS Supervisor.
- Section 1C. Schedule posting requirements may be waived with the agreement of the employee.
- Section 3A2. STS Crew Leaders are under the language for Extended Operations.

Section 3B. The normal work day shall consist of eight (8), nine (9) or ten (10) hour days as approved by the STS Supervisor.

The normal work period shall consist of a total of 80 hours in a consecutive two (2) week period.

## **CORRECTIONAL FACILITY/OAK PARK HEIGHTS**

### **Article 1** **Overtime Distribution**

Article 6, Overtime, and the Department of Corrections Supplemental shall be supplemented and/or modified as follows:

#### **Corrections Officer Overtime**

Where overtime work of less than seventeen (17) hours exists, such overtime work shall first be offered to those employees in the same job class who are in the work area, on duty and who are capable of performing the work. If all capable employees in the work area decline the overtime, it shall next be offered to those employees in the same job class within the shift who are on duty and who are capable of performing the work. The overtime shall be granted to the capable employees with the most Classification Seniority, first among those in the work area, and subsequently within the entire shift. In the event all capable employees decline overtime, the Watch Commander shall have the right to assign overtime based upon the inverse order of Classification Seniority among capable employees on the shift.

In order to provide early relief for an employee on assigned overtime, the Watch Commander may elect to utilize a short notice call-in list. Such overtime shall be offered first to the most senior capable employee on the list in the same job class. If declined, the overtime shall be offered to the next most senior capable employee in descending order, until one accepts or all have rejected the assignment. Subsequent overtime shall be offered to the next most senior in rotation.

#### **Corrections Manufacturing Specialist Overtime**

Overtime will first be offered to the Specialist(s) who normally do the work, in order of Classification Seniority. Should the Specialist(s) who normally do the work decline the overtime, it shall be offered to all other capable Specialists in order of Classification Seniority. In the event all capable Specialists decline overtime, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among all capable Specialists.

#### **Physical Plant Snow Removal Overtime**

Groundskeepers will always be called in first for snow removal overtime as part of their duties. A snow removal overtime list will be established each year prior to the snow removal season for all other physical plant staff who wish to be contacted for such overtime. In the event additional staff are needed for snow removal, those staff who are on the snow removal list will be contacted in the order of State Seniority until a sufficient number of employees have been obtained for the overtime assignment. If the employee is not at home or an answering machine is contacted, no message will be left and a no answer for overtime will be assumed. All employees on this list will receive snow removal training.

If an insufficient number of employees on the snow removal list are available for the snow removal overtime, the Appointing Authority shall have the right to assign overtime to the appropriate number of physical plant staff based upon inverse order of State Seniority. The Appointing Authority shall retain the right of approval of all employees volunteering or required to perform snow removal duties based upon the supervisor's determination of the employee's ability to perform all such duties.

#### **All Other Overtime**

Any overtime for which the above language is not applicable will be offered to capable employees in the same job class by Classification Seniority within the applicable work unit. In the event all capable employees in the work unit decline the overtime, the unit's supervisor shall have the right to assign overtime based upon inverse order of Classification Seniority.

#### **Article 2** **Vacation Leave**

Article 8, Vacation Leave, Section 3, Vacation Period, shall be supplemented and/or modified as follows:

Vacation requests of four (4) hours or more will take precedence over requests of less than four (4) hours.

Vacation requests shall not exceed three (3) weeks past the six (6) months time frame on the submission of requests.

#### **Article 3** **Hours of Work**

Article 2 of the Department of Corrections Supplemental shall be supplemented and/or modified as follows:

#### **Shift Exchanges**

Vacation shall be allowed only for employees exchanging hours, shifts or days or work within the same pay period.

#### **Article 4** **Vacancies, Filling of Positions**

Article 12, Section 4D of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority may temporarily reassign any employee to another work area and/or shift for eight (8) consecutive months or less.

### **MINNESOTA CORRECTIONAL FACILITY/RAMSEY SECURITY UNIT**

#### **Article 1** **Vacation Leave**

The provisions of Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

During January annually, all employees desiring to exercise seniority in vacation selection shall apply for one vacation period, not to exceed ten (10) consecutive working days. If there is a conflict between employees in the unit, it shall be resolved upon the basis of State Seniority. Thereafter, vacation requests shall be determined on a first request basis, based on staffing and scheduling needs of the Appointing Authority.

## **Article 2** **Overtime**

The provisions of Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The Supervisor shall establish a list of Bargaining Unit employees who desire to work overtime. Employees who have indicated their desire to work overtime shall be ranked on the list in the order of State seniority. The list shall be updated semiannually.

Overtime hours shall be distributed among employees on the list on an equal distribution basis starting with the employee who has the least amount of overtime hours accrued on the list. Intermittent employees may be called after the above distribution has occurred.

## **MINNESOTA CORRECTIONAL FACILITY/SAUK CENTRE**

### **Article 1** **Vacancies, Filling of Positions**

Article 12 of the Master Agreement shall be supplemented and/or modified for Unit 8 employees as follows:

#### **Filling Positions**

Probationary Corrections Officer's 1 will not be assigned to a fixed night shift nor to any shift in the Sullivan Security Cottage.

### **Article 2** **Overtime Distribution**

Article 6 of the Master Agreement and Article 3 of the Department of Corrections Supplemental shall be supplemented and/or modified as follows:

#### **Voluntary Overtime Lists**

All Corrections Officers shall be given the opportunity to sign up on any or all of the following Voluntary Overtime Rosters: (1) Work Area Roster; (2) Institution-Wide Roster; (3) Incident Response Roster. Staff may enter or exit any roster within fourteen (14) days written notice to the Human Resources Office. All rosters were initially established in order of classification seniority; subsequent additions to the roster shall be placed at the bottom of the list.

Rosters shall be maintained by the Control Center and be based on the midnight to midnight period. Supervisors shall report all overtime offered in the previous twenty-four (24) hours to the Control Center prior to 9:00 a.m. New rosters shall be distributed by noon each day and shall become effective at 4:00 p.m.

Overtime offered shall be reported to the Control Center by the shift on which it was offered. All overtime offered on one shift shall be considered to have been offered at the same time and names shall be ordered by classification seniority when dropped to the bottom of the roster. Names shall be dropped to the bottom of the roster from which the offer was made.

#### **Overtime Required on Shift in Progress**

When overtime is required on the shift in progress, and there are two (2) hours or less left in the shift, the least senior person on the succeeding shift shall be ordered in early.

If there are more than two (2) hours remaining in the shift, the overtime shall be offered first to those staff on the Work Area Roster and then the Institution-Wide Roster.

If there are no volunteers, the least senior staff in the work area shall be assigned.

#### **Overtime Known to Exist with Less than Seventeen (17) Hours Notice**

Overtime shall be offered to the employees in the following order:

- a. On duty employees in the work area preceding the shift requiring overtime, in order of their ranking on the Voluntary Overtime Work Area Roster.
- b. Off duty employees in the rest of the work area, in order of their ranking on the Voluntary Overtime Work Area Roster.
- c. On duty employees on the Institution-Wide Roster, in order of their ranking on the roster.
- d. Off duty employees on the Institution-Wide Roster, in order of their ranking on the roster.
- e. If all eligible employees on the above rosters decline the overtime, the least senior on duty employee in the work area preceding the overtime shift shall be assigned the overtime.

#### **Overtime Known to Exist with More than Seventeen (17) Hours Notice**

Overtime shall be offered to employees in the following order:

- a. Employees on the Work Area Roster in order of ranking.
- b. Employees on the Institution-Wide Roster in order of ranking.
- c. If all employees on the Institution-Wide Roster decline the overtime offer, the least senior employee in the work area shall be assigned the overtime.

#### **Escape Searches/Incident Response**

An escape/incident will be considered an "emergency" situation until three (3) staff, in addition to the Incident Commander, have reported for duty.

After the "emergency" responders have been contacted, the overtime shall be offered to employees on the Incident Response Roster in order of the ranking on the roster.

If the above two procedures have not resulted in the necessary number of responders, staff shall be ordered in on a least senior basis, institution-wide.

Staff who refuse offered overtime for incident response on three (3) consecutive occasions will have their names removed from the Incident Response Roster.

Staff who can respond within ten (10) minutes to an emergency call-in for an incident response shall so advise the Control Center, on a daily basis, before 4:00 p.m. The Control Center shall daily asterisk these names on the Incident Response Roster. These individuals shall be called in the order of their ranking on the list until the emergency quota is met and thereafter, staff shall be called in the normal sequence.

### **Applications/Considerations**

Forced overtime shall not be reported to the Control Center and does not affect an employee's position on any Voluntary Overtime Roster.

Staff on vacation at the time overtime is offered shall not be called, unless the staff is on the Incident Response Roster and has left word at the Control Center that they will be available for incident response overtime.

When there are multiple overtime shifts available, the person at the top of the Voluntary Overtime Roster shall be offered all shifts. Any remaining shifts shall be offered according to the procedures above.

Employees on the Voluntary Overtime Rosters may be passed over if they are not qualified for the position being filled (single sex position, not trained to work in Sullivan, more than sixteen (16) hours continuous work).

### **Article 3** **Hours of Work**

Article 5 of the Master Agreement and Article 2 of the Department of Corrections Supplemental shall be supplemented and/or modified as follows:

### **Shift Exchanges**

A shift exchange may be permitted between three (3) parties only if a two (2) party exchange is impracticable because of staggered start times, i.e., if an employee is scheduled for an 8-4 shift and desires to change to the 4-midnight shift, another employee scheduled for the 2-10 shift may replace the first employee for the 8-4 shift, and a third employee scheduled for the 4-midnight shift may replace the second employee on the 2-10 shift.

### **Article 4** **Vacations**

Article 8 of the Master Agreement and Article 5 of the Department of Corrections Supplemental shall be supplemented and/or modified as follows:

Vacation requests of five (5) working days or more, including holidays and comp time off, may be submitted not more than six (6) months nor less than five (5) weeks in advance of the requested start of the vacation, and will be posted in accordance with the Master Agreement. Vacations of less than five (5) days may be submitted inside of five (5) calendar weeks of the requested date of the start of the vacation and shall be handled in accordance with Article 8, Section 3, Paragraph 2 of the Master Agreement.

## MINNESOTA CORRECTIONAL FACILITY/STILLWATER

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

### Article 1 Summer Laundry Hours

Prior to May 15 of each year, the Appointing Authority shall meet and confer with the Local Union regarding the establishment of summer laundry hours.

### Article 2 Overtime

Employees may request to be offered voluntary overtime by submitting a written form to the local human resource office or other areas as designated. There shall be overtime lists for a fixed duration of three (3) months which shall include availability for overtime of more than and less than seventeen (17) hours of notice. The lists shall be established in order of classification seniority. A new overtime list shall be established at the end of the three (3) month period for both lists. Staff may submit written notice to be placed on the overtime list two (2) weeks prior to the start of the new overtime list. There shall be no automatic carry over from one list to another.

Where overtime work exists with less than seventeen (17) hours notice, such overtime shall be offered to the employee on duty whose name appears on the volunteer overtime list, who is capable of performing the work available. Should the senior capable employee decline the overtime, it shall be offered to the next most senior capable employee. This process shall be repeated until a capable employee on the list accepts or all have rejected the assignment. Staff decline overtime offers revert to the bottom of the overtime roster. Subsequently, overtime shall be offered to the next most senior in rotation.

If overtime work is known to exist in excess of seventeen (17) hours notice prior to its commencement, it shall be offered first to the most senior capable employee in classification seniority order on the more than seventeen (17) hour notice list. Contact of overtime offer will include reasonable effort of contact at home or the work site before moving down the list. If declined, the overtime shall be offered to the next most capable employee in descending order until one accepts or all have rejected the assignment. Staff declining overtime offers revert to the bottom of the overtime roster. Subsequently, overtime shall be offered to the next most senior in rotation.

The Appointing Authority, or Designee, shall not be required to cut in on work progress in order to comply with the requirements of this section. In the event all capable employees decline overtime, the Appointing Authority, or Designee, shall have the right to assign overtime based upon inverse order of classification seniority among capable employees. However, no employee shall be assigned forced overtime more than once every five (5) calendar days. In emergencies notwithstanding this section, the Appointing Authority, or Designee, may assign someone to temporarily meet the emergencies regardless of seniority or overtime distribution.

For purposes of this Article, the volunteer overtime lists will consist of:

- a. 1st Watch;
- b. 2nd Watch, including work areas of Control, Laundry and Industry Security;
- c. 3rd Watch, including areas of Recreation and Control;
- d. Minimum Security Unit.

**Article 3**  
**Hours of Work**

Article 2 of the Department of Corrections Supplemental shall be supplemented and/or modified as follows:

**Shift Exchanges**

Shift exchanges shall be approved by the Watch Commander or the Warden's designee who will consult with and notify the immediate supervisor or their designee. In the event either employee's supervisor are unavailable prior to the desired shift exchange, the Watch Commander or Warden's designee has the authority to approve the exchange and will notify the immediate supervisor(s) as soon as feasible.

**MINNESOTA CORRECTIONAL FACILITY/WILLOW RIVER-MOOSE LAKE**

**Article 1**  
**Vacation**

Article 8 of the Master Agreement shall be supplemented/modified as follows:

Between January 1 and March 1 annually, all employees desiring to exercise seniority in vacation selection shall apply for one vacation period between May 1 and December 31, not to exceed ten (10) working days, to be taken in one eighty (80) hour block or two (2) non-consecutive forty (40) hour blocks.

**Article 2**  
**Overtime**

Article 3 of the DOC Supplement shall be supplemented and/or modified as follows:

For purposes of this article and for the Moose Lake Medium Security Prison only, the term "classification seniority" is defined as total, cumulative classification seniority in the classifications Corrections Officer 1, Corrections Officer 2 and Corrections Officer 3.

**MINNESOTA CORRECTIONAL FACILITY/ST. CLOUD**

**Article 1**  
**Holidays**

Article 4 of the DOC Supplement shall be modified as follows:

**Section 5. Holidays on Days Off.** When any of the stated holidays fall on an employee's regularly scheduled day off, the employee shall take an alternate holiday within one hundred twenty (120) calendar days of the holiday. If the employee and the supervisor cannot agree on the date to be taken at the end of one hundred twenty (120) calendar days, the time shall be converted to compensatory time.

## **DEPARTMENT OF ECONOMIC SECURITY**

### **Article 1**

Article 15, Section 3C of the Master Agreement shall be supplemented and/or modified as follows:

#### **Layoff Notification**

Layoffs which are necessary shall be on the basis of inverse Classification Seniority within employment condition, seniority unit, and work location. The Appointing Authority shall send a layoff notice to the employee with the least Classification Seniority in the same class (or class option), employment condition, shift and seniority unit within the work location of the position to be eliminated. Work locations for this Article are listed in Appendix A of this Supplement.

The balance of the layoff procedure shall be accomplished in accordance with the Master Agreement beginning at Article 15, Section 3D1b.

#### **Filling Positions Vacated by Layoff**

If the Appointing Authority determines to fill the position vacated by the employee who has received the layoff notice, the Appointing Authority shall have the option of requesting volunteers from among employees in the same class (or class option) and same employment condition and shift in the subdivision of the work location of the position to be eliminated, or may reassign the least senior qualified employee from the same class (or class option), employment condition and subdivision of the work location. However, if the Appointing Authority requires volunteers and one or more employees volunteer for reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the Appointing Authority shall reassign the least senior qualified employee in the same class (or class option) and same employment condition and shift in the subdivision of the work location of the position to be eliminated to the position vacated by the noticed employee.

Article 15, Section 3D of the Master Agreement shall be supplemented and/or modified as follows:

An employee who is to be bumped a third time within a six (6) month period shall have the option to be laid off rather than accept a vacancy or bump another employee.

### **Article 2**

#### **Bidding From Layoff**

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

The Appointing Authority shall not consider a bid by an employee if acceptance of the bid would create a layoff or bumping situation nor accept a bid from an employee if acceptance of the bid would prevent the recall of a more senior employee from the Seniority Unit Layoff List laid off from the same class, employment condition, and location.

### **Article 3**

#### **Seasonal Employees**

The schedules of anticipated seasonal layoffs by work location shall be provided in a letter sent to the Union and posted in any work area where seasonal employees are working.

**Article 4**  
**Employee Lists**

Upon request, but not more than every six (6) months, the Appointing Authority shall provide the Local Union with the staff complement for each work area (alpha sort and location code sort).

**Article 5**  
**Data Entry Class**

The parties agree to continue the Memorandum of Understanding defining the staffing of the classes Data Entry Operator; Data Entry Operator, Senior; and Data Entry Operator, Lead in the Data Processing work unit.

**DEPARTMENT OF ECONOMIC SECURITY**

**APPENDIX A**

**LIST OF WORK LOCATIONS**

**Work Location**

**Subdivision**

**Metropolitan Area**

Commissioner's Office  
Customer Services  
Research and Statistics  
Fiscal Management  
Planning & Technology (Data Processing)

Assistant Commissioner, State Services for the Blind

Assistant Commissioner, Workforce Preparation

Assistant Commissioner, Production Services

Management Planning  
Disability Determination Services

Medical Services Director  
Operations  
Staff Services

Appellate  
Commissioner's Representatives  
Benefit Payment Control  
Tax Accounting

Tax Liability  
Tax Processing  
Field Audit

Assistant Commissioner, Rehabilitation Services

Rehabilitation Services Administrative Office  
East Metro Area Office

Apple Valley  
Roseville School RS  
Downtown St. Paul  
Roseville  
Maplewood  
Anoka County  
Mpls. Northeast  
Brooklyn Center  
Edina  
Shakopee RS  
Mpls. Downtown

**West Metro Area Office**

Assistant Commissioner, Workforce Exchange

JS/RI Operations  
JS/RI Staff Services  
Benefits

Nonmonetary Determination  
Monetary Determination  
Benefits Management

JS/RI Field Operations  
West Metro

East Metro

Outstate Work Locations

Albert Lea  
Alexandria

Austin

Bemidji

Brainerd

Cambridge

Crookston

Cloquet  
Detroit Lakes  
Duluth

East Grand Forks  
Fairmont

Faribault

Fergus Falls

Grand Rapids

Hibbing

Hutchinson

International Falls

Little Falls

Mankato

Mpls. North Area Office  
Mpls. South Area Office  
Bloomington Area Office  
Minnetonka Area Office  
Brooklyn Park Area Office  
Shakopee JS  
St. Paul Midway Area Office  
North St. Paul Area Office  
West St. Paul Area Office  
Blaine Area Office  
Subdivision  
Albert Lea Area Office  
Alexandria Area Office  
Alexandria RS  
Austin Area Office  
Austin RS  
Bemidji Area Office  
Bemidji RS  
Bemidji SSB  
Brainerd Area Office  
Brainerd RS & CVRP  
Brainerd SSB  
Cambridge JS  
Cambridge RS  
Crookston Area Office  
Crookston RS  
Cloquet RS  
Detroit Lakes Area Office  
Duluth Area Office  
Duluth RS  
Duluth SSB  
East Grand Forks Area Office  
Fairmont Area Office  
Fairmont RS  
Faribault Area Office  
Faribault RS  
Fergus Falls Area Office  
Fergus Falls RS Field  
Grand Rapids Area Office  
Grand Rapids RS  
Hibbing Area Office  
Hibbing RS  
Hibbing SSB  
Hutchinson Area Office  
Hutchinson RS  
International Falls Area Off  
International Falls RS  
Little Falls Area Office  
Little Falls RS  
Mankato Area Office  
Mankato RS  
Mankato SSB

Marshall	Marshall Area Office Marshall RS Marshall SSB
Monticello	Monticello RS
Montevideo	Montevideo Area Office
Moorhead	Moorhead Area Office Moorhead RS Moorhead State U Moorhead SSB
Moose Lake	Moose Lake RS-CVRP
Mora	Mora Area Office
New Ulm	New Ulm Area Office
Owatonna	Owatonna Area Office
Park Rapids	Park Rapids RS Park Rapids Area Office
Red Wing	Red Wing Area Office Red Wing RS
Rochester	Rochester Area Office Rochester RS Rochester SSB
Roseau	Roseau JS Roseau RS
St. Cloud	St. Cloud Area Office St. Cloud Division Place Area Office St. Cloud RS-CVRP St. Cloud SSB
St. Peter	St. Peter RS-CVRP
Stillwater	Stillwater CVRP
Thief River Falls	Thief River Falls Area Office Thief River Falls RS
Virginia	Virginia Area Office Virginia RS Interstate/Training Payment
Wadena	Wadena RS Wadena Area Office
Waseca	Waseca Area Office
Willmar	Willmar Area Office Willmar RS
Winona	Winona Area Office Winona RS
Worthington	Worthington Area Office Worthington RS

## **FARIBAULT RESIDENTIAL ACADEMIES AND RESOURCE CENTER**

### **Article 1** **Summer Program/Parent-Child Institute**

The provisions of the Master Agreement are supplemented as follows:

An employee 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 employee. Once the employee elects to sign the waiver of recall, such employee shall not be able to exercise his/her seniority rights for recall for the duration of the summer program. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Local Union and the employee. Any waiver of recall by an employee 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 employees, wherever necessary, to carry out the functions and needs of the summer school programs.

Any work which becomes available on an emergency or temporary basis shall first be offered to current employees in lay-off status, in order of classification seniority (as defined in point #8 of this Article) in the related classifications.

Notification of intent to return to work may be made in writing and hand delivered provided however that a written receipt of such notification is given.

Article 12 of the Master Agreement (Vacancies and Filling of Positions) and Article 15 of the Master Agreement (Layoff and Recall) shall be supplemented and/or modified as follows:

1. Summer Program/Parent-Child Institute (PCI): Twenty-five (25) days prior to the end of the academic year, the Appointing Authority shall post lists of all positions including the class, the general description of the duties, the shift and the normal hours of work, which will be available for summer program/PCI.
2. Employees then have five (5) days to submit bids indicating all positions for which they desire recall ranked in order of preference. Employees will also indicate if they desire to be recalled to a class in which they previously served in the event they are unable to obtain a position in their present classification.
3. On the sixth day following the close of bidding, the Appointing Authority will notify employees of the date which they will be laid off and the date of recall for the beginning of the next academic year. Employees who have secured a summer program/PCI position shall receive notification which includes the summer program/PCI position they have obtained, the duties of summer program/PCI, and the date of recall for the beginning of the next academic year. Layoffs shall be treated as seasonal layoffs unless the notice received by the employee indicates otherwise.
4. Summer program/PCI bids will be awarded and vacant positions in the Human Services Technician (HST), Special Education Program Assistant (SEPA) or Institution Recreation Program Assistant (IRPA) classification shall be filled by recall of laid off employees, in Classification Seniority order, from the school where the vacancy exists, who are currently appointed or have previously served in such classifications. An employee must accept recall to his/her currently appointed class before accepting recall to a previously served in class.
5. In the event a summer program/PCI position in the class HST, SEPA or IRPA becomes vacant at either the Academy for the Deaf or the Academy for the Blind, the Appointing Authority will first offer the position to employees who are on layoff from the Academy where the vacancy exists as outlined in this Section.

6. If all eligible employees from the Academy where the vacancy exist have obtained summer program/PCI positions or have waived their right of recall, the summer program/PCI position shall next be offered to employees from the other Academy who were either: a) unable to obtain a summer program/PCI position; b) obtained a position in a lower classification because no position in their classification was available; or c) obtained a less than full-time position.

Such positions shall be posted for three (3) days and employees listed in a, b, or c, who desire to bid on these positions must submit such bids within these three (3) days. On the second day following the close of bidding, employees who have secured a summer program/PCI position shall receive notification which includes the summer program/PCI position they have obtained, the duties of summer program/PCI, and the date of recall for the beginning of the next academic year.

If vacancies again become open at an Academy because employees have exercised rights above, these newly opened positions shall be posted for three (3) days and employees in a, b or c above, who desire to bid on the newly-opened positions must submit such bids within these three (3) days. On the second day following the close of bidding, employees who have secured a summer program/PCI position shall receive notification which includes the summer program/PCI position they have obtained, the duties of summer program/PCI, and the date of recall for the beginning of the next academic year.

In all cases the position shall be offered to employees in order to Classification Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of the other bidders.

7. Summer program/PCI bids will be awarded and vacant positions in Food Service Worker, Cook or Cook Coordinator, Dining Hall Coordinator, Licensed Practical Nurse I (LPN I) and Licensed Practical Nurse II (LPN II) classification shall be filled by recall of laid off employees in Classification Seniority order, who are currently appointed to or who have previously served in such classification. An employee must accept recall to his/her currently appointed class before accepting recall to a previously served in class.
8. For purposes of this Supplemental Agreement only, Classification Seniority, upon recall, shall include Classification Seniority in all higher related or equally related paid classes in which the employee has served with the State of Minnesota.
9. Employees accepting recall to classes in which they have previously served shall retain their present salary unless that salary exceeds the maximum rate of pay for the new position, in which case the employee's salary shall be adjusted to the new maximum.
10. Vacation leave hours used by employees covered by this Supplemental Agreement to extend their work season shall be paid at the rate at which they are earned.
11. Employees who bid on summer program/PCI positions and intend to use leave for periods of three (3) days or more, during the summer program/PCI session, are expected to request the use of leave at the time they submit their bids.

## **Article 2** **Hours of Work**

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

If the work schedule to be worked upon recall from layoff at the beginning of an academic year is the same as was worked in the preceding academic year, the fourteen (14) calendar day posting requirement of Article 5 shall not apply. The Appointing Authority, at the time of notification of recall, shall notify those employees recalled from layoff status of any changes from that anticipated work schedule.

### **Article 3** **Work Schedules**

If due to a change in the operation of a unit/program, it becomes necessary to permanently change the scheduling pattern of full-time employees in the interest of efficient operations, to meet the needs of the public or the Appointing Authority, to provide more beneficial student/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. At the request of the Local Union, the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C) of the Master Agreement.

The Appointing Authority and Local Union may mutually agree to alter the terms of the section titled "Hours of Work."

Employees who voluntarily attend in service training of less than two (2) hours shall be paid only for those hours of attendance.

### **Article 4** **Flextime Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flextime scheduling plan.

### **Article 5** **Permanent Layoff**

Article 15, Section 3, D 3 of the Master Agreement shall be modified by providing the following, additional options to employees who receive notice of permanent layoff:

1. Bump the least senior employee in the same insurance eligible status within the same work area or the seniority unit; or,
2. Bump the least senior employee in a different insurance eligibility status within the work area or the seniority unit.

Employees on permanent layoff may be appointed to an intermittent, temporary or emergency position; such appointment shall not be considered a recall.

### **Seasonal Layoff**

Article 15, Section 4B of the Master Agreement shall be supplemented and/or modified as follows:

Employees 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.

Employees engaged on an academic year who are not working summer school, shall, within one week of the completion of all summer school bidding, designate the amount of vacation leave hours to be used during the fiscal year. Employees engaged in summer school shall, prior to July 1 of each year, designate the amount of vacation leave hours to be used. Such employees shall indicate the vacation hours they intend to use, pay period by pay period, through the beginning of the next academic year. Employees may use any amount of vacation time available to them, up to a total of eighty (80) hours per pay period. The amount of vacation time used need not be the same for each pay period. Use of such accumulated vacation leave shall not entitle employees for holiday pay eligibility or conversion of vacation leave to sick leave. Such vacation shall be paid at the rate at which it was earned.

### **Limited Interruptions of Employment**

Article 15, Section 6 shall be modified as follows:

Limited interruptions of work shall not exceed ten (10) consecutive working days. All other provisions of Article 15, Section 6 shall apply.

### **Article 6** **Vacation**

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

Employees may use accumulated vacation to cover academic breaks and "home-going" weekends. Such vacation shall be paid at the rate at which it was earned.

### **Article 7** **Limited Work**

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

If work is not available for all scheduled employees to work on weekends or prior to "mandatory home going," the available work shall first be offered to the most senior employee in order of Classification Seniority in the same job class and in the same work area who are capable of performing the work available. Should the senior employee choose not to accept the work, the next most senior capable employee shall be offered the work. In the event all capable employees decline the work, the Appointing Authority shall have the right to assign the work based upon inverse order of Classification Seniority among capable employees.

If a more senior employee must be rescheduled to work the above available work, the Appointing Authority is not liable for overtime pay.

On a home going weekend, employees scheduled to work a midnight to 8:00 a.m. shift on the day following the students' return shall not be required to work an afternoon shift during the day of the students' return.

### **Article 8** **Overtime**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

In the event all capable employees in the same shift and work area decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees. In all instances, the overtime work shall first be assigned to employees on the shift immediately preceding or any shift ending within three hours of the overtime assignment.

Employees returning from leaves of absence shall be credited with the number of overtime hours equal to the highest number credited to any current employee in the same class and same work area.

The record of each employee's accumulated overtime hours worked and overtime offered but not worked shall be adjusted to 0 (zero) once each year immediately prior to the start of the academic year.

In the case of special summer programs, overtime shall first be offered to employees who are working in that specific program.

#### **Article 9** **Attendance at Union Meetings**

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

Local Union officers and stewards shall be allowed to adjust their work schedules to attend Local Union and Local Executive Board meetings.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Appointing Authority designee five (5) calendar days in advance of the meeting date. If adjustment includes release time in the middle of the shift, the request shall include an indication of the length of the release time. Approval of these requests will not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at Union meetings, but may utilize vacation leave or work extra hours, within five (5) working days, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at Union meetings, the Appointing Authority shall have no liability for overtime hours of pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a Union meeting.

#### **Article 10** **Overnight Activities**

The total compensation granted employees assigned to overnight activities which involve the supervision of students when such assignments are twenty-four (24) consecutive 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.

#### **Article 11** **Eligibility for Bidding**

Article 12, Section 6 of the Master Agreement shall be modified as follows:

Intermittent employees shall not be eligible to bid.

Employees who are not eligible bidders (because they are on the same shift and in the same employment condition and work area) who express interest in a vacant position shall be given consideration before the posting/bidding process begins. Such expressions of interest will be granted in seniority order, unless there is a programmatic reason for denial.

**Article 12**  
**Training Meet and Confer**

The Appointing Authority and Local Union agree to meet and confer to discuss training needed by employees and other training issues. This meet and confer shall be scheduled near the beginning of the academic year.

**Article 13**  
**Part-Time Hours Procedures**

In accordance with current practice, part-time or full-time employees will first be allowed to work additional available hours to make up for hours lost due to a reduction in the employee's schedule.

If additional hours are still available, part-time employees in the food service area and part-time employees in the HST and SEPA classifications may work additional hours within the fourteen (14) day posting period at the straight time rate in accordance with the following procedure:

If additional work is needed within the fourteen (14) day posting period, and the work cannot be performed by previously scheduled employees (i.e., temporary reassignment), the Appointing Authority shall first offer this work to part-time employees in order of state seniority in the work area. If a part-time employee accepts the offered work, the part-time employee shall not be eligible for "penalty pay."

A part-time employee would not be eligible to be offered such work if the additional hours would result in the payment of overtime pursuant to the Fair Labor Standards Act.

If no eligible part-time employee accepts the work, the Appointing Authority is not required to assign the work to a part-time employee. For example, the Appointing Authority may use one of the following methods of securing resources (this list is not inclusive):

- use of an intermittent employee;
- use of a non-bargaining unit employee;
- overtime.

Any hours assigned to part-time staff beyond the fourteen (14) day posting period are not subject to the provisions of this agreement.

If a part-time employee is assigned the work as overtime, the part-time employee shall be eligible for overtime pay pursuant to the collective bargaining agreement.

Any additional hours worked by a part-time employee under this provision shall not be considered in a part-time employee's eligibility for health insurance.

Temporary employees are not covered by this agreement.

When an employee works sixteen (16) hours or fewer in a pay period, the employee may assign these straight-time hours to the compensatory bank provided for in Article 6 of the Master Agreement.

Either party may terminate this procedure in whole or for a specified work area within thirty (30) days written notice to the other party. In the event this procedure is terminated by either party, the normal overtime provisions of the agreement shall apply.

**Article 14**  
**Extracurricular Assignments**

Payment to employees who are offered and accept extracurricular assignments shall be paid the same rates specified in the 1997-1999 State Residential Schools Education Association Agreement.

**Article 15**  
**Alternate and Substitute Holidays**

An employee may assign straight-time hours earned as substitute holidays designated under Article 7, Section 3, of the Master Agreement, and alternate holidays earned under Article 7, Section 8, of the Master Agreement, to the compensatory bank provided for in Article 6 of the Master Agreement. Such assignment must be made at the time the substitute or alternate holiday is earned.

**GAMBLING CONTROL BOARD**

**Article 1**  
**Flex-Time Schedules**

Should the current hours of the Gambling Control Board change over the duration of the Master Agreement, the Appointing Authority shall provide the local union with a thirty (30) calendar day written notice of such change, and, if requested, by the local union, the Appointing Authority and the local union will meet and confer to discuss possible flex-time options.

**DEPARTMENT OF HUMAN SERVICES - ALL FACILITIES**

**Article 1**  
**No Layoff Agreement**

**Section 1.** 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 re-structuring plan.

The parties agree to the following terms in order to ensure that fair and equitable arrangements are carried out to protect the interests of affected State employees under the re-structuring. These terms shall be part of the collective bargaining Agreements between 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 shall 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 (60) 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 re-structuring 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 re-training of staff who, as a result of re-structuring, 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 re-training with public institutions or post-secondary education.
6. Procedures for notifying employees affected by the re-structuring 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 the Memorandum are non-precedential.
8. Every effort will be made to communicate openly and have common understanding between the State and labor organizations affected by the re-structuring plan, including the establishment of joint labor and management committees.
9. The term of this Agreement for each facility extends until the completion of the re-structuring at that facility.

**Section 2. Employee Mitigation to Layoff.** For employees whose positions will be eliminated by implementation of the department's re-structuring 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 options;
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 re-structuring. An employee who selected the job and training opportunities shall be guaranteed at least one job and training opportunity.

### **Section 3. Job and Re-training Opportunities.**

- 1.1 A position of comparable duties and same pay within the same employment condition and within the same Regional Center.
- 1.2 A position in a State operated community based residential or day habilitation services or a position in the technical support group for those services. Such positions could 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 Employee Relations and Administration. Relocation expenses will be paid by the employer.

An employee who refuses a job and training opportunity not requiring relocation waives his/her 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.

### **Section 4. Enhanced Separation Package.**

- 2.1 Retirement, with Employer paid insurance benefits as negotiated under Chapter 605 (1988 Session Laws); or
- 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; or,

- 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.

An employee electing the enhanced separation options waives his/her recall rights under the collective bargaining agreements.

### **Section 5. Normal Separation Package.**

- 3.1 Normal separation, with all rights negotiated under collective bargaining agreements.

### **Article 2**

### **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 his/her 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 his/her 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. 6, 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 his/her 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 he/she is 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 his/her 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 he/she previously selected. If the employee(s) fails to notify the Appointing Authority he/she 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 Department of Employee Relations 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 his/her 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 his/her work location on assignment or approved vacation in excess of seven (7) calendar days, may submit in writing an advance option selection, if he/she wishes to exercise option 2 or option 3.

If an employee is on an approved leave of absence at the time his/her 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 his/her position is declared "at-risk" shall be given the opportunity to select option 1, 2, or 3. If he/she selects option 1, the employee shall be able to choose from available job and retraining options at the time his/her leave expires. It is understood this does not prevent an employee from terminating his/her leave and selecting a job and retraining option at the time he/she is 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, he/she 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 his/her 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. 6, 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 Department of Employee Relations "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 his/her 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 Employee Relations 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 he/she accepts a position in a classification in which he/she has 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 his/her 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 he/she receives relocation expenses when he/she previously exercised option 1, he/she

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 his/her 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 following conditions:
  - i. has accrued twenty (20) years or more continuous State service; or
  - ii. has less than twenty (20) year continuous State service, but is mandatorily retired or retires at or after age 65; or
  - iii. retires from State service after ten (10) years of continuous State service and who are immediately entitled at the time of retirement to receive an annuity under a State retirement plan, notwithstanding the employee's election to defer payment of an annuity.
- b. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred (900) hour maximum. In addition, employees who separate prior to January 7, 1998 shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Employees who separate on or after January 7, 1998 shall receive twelve and one-half (12 1/2) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Should any employee who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee'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 five years from termination of employment. In the event that a terminated employee 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.

## 2. Accumulated Vacation

The employee shall be compensated in cash, at the employee's rate of pay at the time of retirement for all vacation leave to the employee's credit at the time of retirement. However, in no case shall payment exceed the maximum accumulation in the applicable Collective Bargaining Agreements.

## 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 he/she was 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

- a. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred (900) hour maximum. In addition, employees who separate prior to January 7, 1998 shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Employees who separate on or after January 7, 1998 shall receive twelve and one-half (12 1/2) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Should any employee who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee'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 five years from termination of employment. In the event that a terminated employee 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.

## 2. Accumulated Vacation

The employee shall be compensated in cash, at the employee's rate of pay at the time of separation for all vacation leave to the employee's credit at the time of separation. However, in no case shall payment exceed the maximum accumulation in the applicable Collective Bargaining Agreements.

## 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 his/her 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 his/her 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 equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred (900) hour maximum. In addition, employees who separate prior to January 7, 1998 shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Employees who separate on or after January 7, 1998 shall receive twelve and one-half (12 1/2) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Should any employee who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee'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 five years from termination of employment. In the event that a terminated employee 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.

#### 2. Accumulated Vacation

The employee shall be compensated in cash, at the employee's rate of pay at the time of separation for all vacation leave to the employee's credit at the time of separation. However, in no case shall payment exceed the maximum accumulation in the applicable Collective Bargaining Agreements.

### 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 his/her 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 following conditions:
  - i. has accrued twenty (20) years or more continuous State service; or
  - ii. has less than twenty (20) year continuous State service, but is mandatorily retired or retires at or after age 65; or
  - iii. retires from State service after ten (10) years of continuous State service and who are immediately entitled at the time of retirement to receive an annuity under a State retirement plan, notwithstanding the employee's election to defer payment of an annuity.
- b. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred (900) hour maximum. In addition, employees who

separate prior to January 7, 1998 shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Employees who separate on or after January 7, 1998 shall receive twelve and one-half (12 1/2) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Should any employee who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee'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 five years from termination of employment. In the event that a terminated employee 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.

## 2. Accumulated Vacation

The employee shall be compensated in cash, at the employee's rate of pay at the time of retirement for all vacation leave to the employee's credit at the time of retirement. However, in no case shall payment exceed the maximum accumulation in the applicable Collective Bargaining Agreements.

## 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 his/her 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.

**Article 3**  
**Meet and Confer on Communicable Diseases**

The Union and the Department of Human Services agree to meet and confer on the issue of communicable diseases.

**DEPARTMENT OF HUMAN SERVICES/AH-GWAH-CHING CENTER**

**Article 1**  
**Meal Periods**

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services institutions (other than the night shift), meal periods are normally to be granted between the hours of 11:00 A.M. and 1:00 P.M. or between the hours of 5:00 P.M. and 7:00 P.M. However, if there is a scheduled special event or activity, the above meal periods may be varied by up to one-half (1/2) hour. Employees may request alternate meal periods.

**Article 2**  
**Work Schedules**

Article 5, Section 3C of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period.** Full-time employees shall at the Appointing Authority's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
  - c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday Sunday) off. Scheduled days off need not be consecutive.

The scheduling pattern/practice for full-time employees in effect the effective date of the Master Agreement shall continue.

Full-time employees may be temporarily scheduled for working days off and days other than those normally scheduled for purposes such as training, staff development, informational meetings, team meetings, and special projects.

If due to a change in the operation of a unit/program, it becomes necessary to permanently change the scheduling pattern of full-time employees in the interest of efficient operations, to meet the needs of the public, the Department, or the Nursing Center to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C) of the Master Agreement.

Full-time employees in the Nursing Department who are on a rotating line system shall not be moved to a different line number except for a reasonable purpose. The reason for the move shall be explained to the employee who is being moved.

When a Nursing department employee has a need to request leave and vacation or sick leave is not an option, the employee may be granted personal leave of absence by exchanging scheduled hours of work for another employee's day off with advance approval of their supervisor and provided such change does not result in the payment of penalty pay or overtime pursuant to the Fair Labor Standards Act. A part-time employee may only work additional hours under this provision one (1) time within any pay period.

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

The Appointing Authority shall make a reasonable effort to notify part-time employees as soon as the need to extend an individual's shift is known.

2. **Schedule Posting.** For the Relief Stationary Engineer, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement in Article 5, Section 1C of the Master Agreement. The work schedule for the Relief Stationary Engineer may be changed with notification of eight (8) hours in advance of the start of the shift in case of sick leave, workers' compensation, or an emergency situation without resulting in the payment of overtime.
3. **Fixed Night Shift (for all units except Units 2 and 7).** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. However, in situations where the Appointing Authority is not adding a position, a part-time employee shall not be eligible to bid on the vacancy if the acceptance of the bid would increase his/her employment condition. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift unless the least senior employee has been scheduled off on a holiday pursuant to Article 7, Section 8 of the Master Agreement. In this case, the least senior employee who has not been scheduled off for a holiday shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,

- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
  - Notwithstanding the provisions of Article 12, notify the local human resources director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
  - Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.
4. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the section Work Schedules.

### **Article 3** **Holiday Pay**

1. If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

2. With the approval of his/her supervisor, an employee may use an alternate holiday in increments of no less than one (1) hour. If the employee has less than eight (8) hours of holiday time at the end of the 120 day period specified in Article 7, Section 8 (B) (2), the Appointing Authority shall designate five (5) days within the next thirty (30) day period and the employee shall be given the option to take a full day off by using either vacation, compensatory time, other holiday time, or approved leave of absence without pay.

#### **Article 4** **Flex-Time Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

#### **Article 5** **Overtime**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

#### **Assignment**

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

#### **Distribution**

For employees in the Nursing Department:

Overtime work shall first be offered to the most senior employee(s) within or among class(es) as determined by the Appointing Authority who are capable of performing the work available. The overtime work shall first be offered to employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the overtime assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section.

In the event all capable employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees except that if the least senior employee who would normally be assigned the overtime is working the evening shift before his/her scheduled day(s) off, and the overtime assignment is for the night shift, then the next least senior employee working the evening shift which is not before his/her scheduled day(s) off shall be assigned the overtime, provided that there are other employees available to be assigned the overtime. If there are no other employees available, the least senior employee shall be assigned the overtime regardless if the evening shift is before his/her scheduled day(s) off.

Notwithstanding the above, the assignment shall be rotated each pay period beginning with the least senior capable employee based on Classification Seniority. In all instances, the overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift. Once an employee on duty has been assigned an overtime shift and has made arrangements for another employee to work the overtime for him/her, the employee initially assigned the overtime shall not be assigned overtime again for the same shift. The employee replacing the employee initially assigned the overtime is not eligible for any call back reimbursement under Article 6, Section 7 of the Master Agreement.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local human resources office, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority among capable employees in the event that all capable employees decline overtime work.

Employees may rescind such waivers upon fourteen (14) calendar days written notice to the local human resources office.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

For all other employees:

Overtime work shall first be offered to the employee with the most State Seniority within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work available. The overtime work shall first be offered to employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the overtime assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section.

In the event all capable employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of State Seniority among capable employees.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local human resources office, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of State Seniority among capable employees in the event that all capable employees decline overtime work.

Employees may rescind such waivers upon fourteen (14) calendar days written notice to the local human resources office.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

#### **Article 6** **Overnight Activities**

The total compensation granted employees 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.

#### **Article 7** **Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

#### **Article 8** **Vacation Leave**

The Appointing Authority and the Local Union agree to meet and confer regarding vacation scheduling issues.

**Article 9**  
**Educational Leaves**

Employees in any employment condition who request educational leaves which require modification of their normal work day or work week must receive prior written and signed agreement from both the Appointing Authority and the Local Union. The written agreement shall itemize the terms and conditions of any such leave in advance of either party signing it. Approval by either party is discretionary and non-binding on the other.

**Article 10**  
**Conflicts of Interest**

The following practices are to be followed in situations involving the employment or potential employment of members of the same family unit:

1. Employees who have responsibility for hiring will disqualify themselves for any situations involving the hiring of another family member.
2. Family member shall mean: spouse, children, siblings (including sisters/brothers-in-law), parents and parents of spouse.
3. Performance appraisals, promotions, and any disciplinary investigations and/or disciplinary actions are to be done by an unrelated third party.

**DEPARTMENT OF HUMAN SERVICES/ANOKA-METRO REGIONAL TREATMENT CENTER**

**Article 1**  
**Meal Periods**

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services institutions (other than the night shift), meal periods are normally to be granted between the hours of 11:00 A.M. and 1:00 P.M. or between the hours of 5:00 P.M. and 7:00 P.M. Employees may request alternate meal periods.

**Article 2**  
**Work Schedules**

**Employee-Initiated Schedule Changes**

Article 5, Section 1C of the Master Agreement shall be supplemented and/or modified as follows:

When an employee has a need to request leave and vacation or sick leave is not an option, the employee may be granted personal leave of absence by exchanging of one (1) or more scheduled days of work with a capable and qualified part-time employee in the same work area who is not scheduled to work on that day. A part-time employee would not be eligible to work additional hours if it would result in the payment of overtime pursuant to the Fair Labor Standards Act (FLSA).

All such unscheduled time worked by the part-time employee shall be paid at straight-time rates and shall not affect the part-time employee's eligibility status under Article 12, Section 6, or Article 19, Section 3A or B. Both employees will have vacation and sick leave prorated according to hours actually worked.

All requests shall be subject to supervisory approval, which shall not be unreasonably denied.

### **Work Schedules**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period.** Full-time employees other than full-time Unit 4 employees currently assigned to fixed night shifts or to rotating shifts excluding Chemical Dependency Counselors/Sr. shall at the Appointing Authority's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or
  - c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday). Scheduled days off need not be consecutive.

Full-time Unit 4 employees currently assigned to the fixed night shifts or to rotating shifts excluding Chemical Dependency Counselors/Sr. shall be scheduled on a 7-3 rotation with every other weekend (Saturday and Sunday) off.

If it becomes necessary to permanently change such full-time employee's predictable days off, the Appointing Authority will provide thirty (30) calendar days written notice to the affected employee(s) and the Local Union. The Appointing Authority will first ask for volunteers from the class, unit, and rotation from which the change must occur. The most senior volunteer, based on State Seniority, providing the most senior volunteer has the ability and capacity to perform the work, will then be changed. In the event there are no volunteers, the Appointing Authority will change the least senior employee, based on State Seniority, from the class, unit, and rotation from which the change must occur, providing the least senior employee has the ability and capacity to perform the work.

Full-time Unit 4 Employees currently assigned to fixed night shifts or to rotating shifts excluding Chemical Dependency Counselors/Sr. may be temporarily scheduled for working days and days off other than those normally scheduled for purposes such as training, staff development, informational meetings, team meetings, and special projects.

If due to a change in the operation of a unit/program, it becomes necessary to permanently change the scheduling pattern of full-time Unit 4 employees currently assigned to fixed night shifts or to rotating shifts excluding Chemical Dependency Counselors/Sr. in the interest of efficient operations, to meet the needs of the public, the Department, or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C) of the Master Agreement.

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

2. **Fixed Night Shift (for all units except Units 2 and 7).** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty. In addition, part-time employees permanently assigned to a fixed night shift who have indicated an interest in working other shifts may be scheduled to work such other shifts for the purposes of coverage. A part-time employee who wants such work offered to him/her shall indicate such in writing to his/her supervisor. An employee may rescind such indication upon fourteen (14) calendar days notice to his/her supervisor.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Emergency situations.

However, the least senior employee, as determined above, shall not be reassigned if doing so would result in this least senior employee being scheduled for more than two (2) scheduled shift changes between scheduled days off. In this situation, the next least senior employee, as determined above, shall be assigned.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less

Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

3. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

4. **Other Scheduling Agreements.** The Local Union and the Appointing Authority may mutually agree to alter the terms of the section Work Schedules.

The Local Union and the Appointing Authority will meet and confer on the process for filling Unit 4 open shifts utilizing part-time and intermittent staff. The procedures will address:

1. Relationship of part-time and intermittent staff as it applies to filling non-scheduled shift openings.
2. Methods and means to resolve the problem of scheduling weekends off for part-time employees.
3. Calling procedures when offering and assigning shifts.
4. Recordkeeping.

### **Article 3** **Holiday Pay**

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

### **Article 4** **Holiday Scheduling**

Article 7, Section 8A of the Master Agreement shall be modified as follows:

Employees on an extended operation schedule working in the Dietary Department shall rotate the following three (3) holidays: Thanksgiving Day, Christmas, and New Year. Each employee shall be guaranteed one (1) of these holidays off each year and will rotate through these three (3) holidays over a three (3) year period.

To provide for this holiday rotation plan, the Appointing Authority may alter the scheduling pattern on these three holiday schedules only. However, an employee may be scheduled to work no more than seven (7) consecutive days.

To provide for this holiday rotation plan, employees may not request vacation leave that would include the two (2) holidays they are scheduled to work.

After the holiday rotation is applied, in the event there would still be more employees in the work unit scheduled to work than necessary, the Appointing Authority shall follow the scheduling procedure of the Master Agreement, Article 7, Section 8A. The Appointing Authority shall follow the scheduling procedure of the Master Agreement, Article 7, Section 8A for all other holidays during the year.

**Article 5**  
**Flex-Time Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

**Article 6**  
**Overtime**

Article 6, Section 4, of the Master Agreement shall be supplemented and/or modified as follows for employees in Unit 4:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want to be offered the overtime work before the beginning of the pay period.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s), normally assigned to the work unit as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority, in the same work unit who are capable of performing the work and who indicated in writing, a desire to be offered the assignment.

Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated in writing a desire to be offered the overtime shall be offered the work.

- b. In the event all capable employees who have indicated in writing a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among class(es), to the least senior capable employee normally assigned to the work unit and/or the Appointing Authority may, but is not required to offer the overtime to employees not in the work unit who have indicated in writing a desire to be offered the overtime. The assignment shall be rotated within each pay period beginning with the least senior capable employee based on Classification Seniority.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s) normally assigned to the work unit then on duty, as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority, and in the same work unit who are capable of performing the work and who have indicated in writing a desire to be offered the work.

Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty who has indicated in writing a desire to be offered the overtime shall be offered the work.

- b. In the event all capable employees then on duty who has indicated in writing a desire to be offered the overtime decline the work, the overtime work shall be offered in order of Classification Seniority, within or among class(es) determined by the Appointing Authority, to capable employees off duty in the same work unit who have indicated in writing a desire to be offered the work.
- c. In the event all capable employees (see a and b above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among class(es), to employees normally assigned to the work unit then on duty and/or the Appointing Authority may, but is not required to offer the overtime to employees not in the work unit who have indicated in writing a desire to be offered the overtime. The assignment shall be rotated within each pay period beginning with the least senior capable employee based on Classification Seniority.

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows for employees in the powerplant:

Overtime shall be offered to a full-time employee rather than to an intermittent employee in the following situations:

1. Overtime occurs for a shift immediately subsequent to a shift that is currently being worked by an intermittent employee; or
2. Overtime occurs for a shift in a pay period in which an intermittent employee has already worked eighty (80) hours in that pay period.

If the full-time employee accepts and works the overtime, the employee shall not be eligible for mileage reimbursement.

#### **Article 7** **Assignment**

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

#### **Article 8** **Overnight Activities**

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees 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.

#### **Article 9** **Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

**Article 10**  
**Medication Passing**

An LPN who is temporarily assigned to a unit other than his/her permanent unit shall not be required to pass medications if the employee is concerned about the unfamiliarity with the patient(s) on the unit(s) unless another employee who is familiar with the patients on the unit is available within the vicinity of the LPN when the medications are being dispensed.

The parties shall meet and confer to discuss concerns regarding an LPN's passing medication on a unit other than his/her permanent unit.

**DEPARTMENT OF HUMAN SERVICES/BRAINERD REGIONAL HUMAN SERVICES CENTER**

**Article 1**  
**Meal Periods**

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services institutions (other than the night shift), meal periods are normally to be granted between the hours of 10:30 A.M. and 1:00 P.M. or between the hours of 4:30 P.M. and 7:00 P.M. Employees may request alternate meal periods.

**Article 2**  
**Work Schedules**

**Schedule Postings**

Article 5, Section 1C of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority shall make a reasonable effort to adhere to the posting requirement. However, unit 4 employees may have their schedules changed, if mutually agreeable between supervisor and the employee, provided they receive a minimum of three (3) working days advance notice. Any scheduled change pursuant to the above shall not result in the payment of overtime.

**Schedules**

**Alternate Schedules**

The Appointing Authority and the Local Union may agree to alternative scheduling provisions (e.g., turnaround time, meal periods, rest periods, etc.) provided such change does not result in the payment of overtime.

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period.** Full-time employees except for those in d-f below shall at the Appointing Authority's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,

- b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
- c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday Sunday) off. Scheduled days off need not be consecutive.
- d. Within the Timberland Mental Health Program for full-time residential employees other than employees assigned to the night shift, two (2) full-time Mental Illness Program Assistant (MIPA) positions shall be scheduled Monday through Friday with Saturday and Sunday off.

Within the Timberland Mental Health Program, employees in applicable class may select the above positions, in order of State Seniority.

In addition to the above positions, the Appointing Authority may schedule additional employees on such schedules.

For other than the above positions, the scheduling patterns/practices in effect the effective date of the Master Agreement shall continue.

- e. The following shall apply to Lakes Area Residential Communities Building 9 for full-time residential employees for other than employees assigned to the night shift:
  - 1. Behavior Modification Assistant (BMA) positions assigned to day program shall be scheduled on a 5-2 rotation.
  - 2. Physical Therapy Assistant (PTA) positions shall be scheduled on a 5-2 rotation.

For the positions listed in e, the Appointing Authority shall determine the fixed days off for each position. Fixed days off shall either be Friday and Saturday, Saturday and Sunday or Sunday and Monday.

In addition to the positions listed in e, the Appointing Authority may schedule additional employees on such schedules.

For other than the above positions, the scheduling patterns/practices in effect the effective date of the Master Agreement shall continue.

- f. The following shall apply to full-time Unit 4 employees assigned to the night shift, assigned to all programs other than Chemical Dependency:

The scheduling patterns/practices in effect the effective date of the Master Agreement shall continue.

- g. The following shall apply to "d-f" above:

When a vacancy occurs, except for the positions listed in "d-e" above, and the Appointing Authority wishes to fill the vacancy, the Appointing Authority may change the scheduling pattern/practice. If the Appointing Authority changes the schedule, the posting of the vacancy must state that the scheduling pattern was changed. However, for the positions

listed in "d-e" when a vacancy occurs and the Appointing Authority does not wish to fill the vacancy, the Appointing Authority may discontinue the scheduling pattern of that vacancy. In addition, when such a vacancy occurs and the Appointing Authority determines to fill the vacancy with a different classification, the Appointing Authority may change the scheduling pattern of the vacancy.

Employees may be temporarily scheduled for working days off and days other than those normally scheduled for purposes such as training, staff development, informational meetings, team meetings, and special projects.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern in the interest of efficient operations, to meet the needs of the public, the Department, or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than twenty-one (21) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C) of the Master Agreement.

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

The Local Union and the Appointing Authority shall agree to meet and confer to develop a reasonable scheduling pattern for any new unit/program prior to the fourteen (14) day posting period provided in Article 5, 1(C) of the Master Agreement.

2. **Fixed Night Shift (for all units except Units 2 and 7).** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. However, in situations where the Appointing Authority is not adding a position, a part-time employee shall not be eligible to bid on the vacancy if the acceptance of the bid would increase his/her employment condition. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least State Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift unless the least senior employee has been scheduled off on a holiday pursuant to Article 7, Section 8 of the Master Agreement. In this case, the least senior employee who has not been scheduled off for a holiday shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,

- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights;
- Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
  - Notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
  - Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving. Exchanges between employees in different classifications may also occur with supervisor approval.
3. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

4. **Relief Stationary Engineer Schedule Posting.** The Local Union and the Appointing Authority agree to meet and confer on the issue of scheduling for the Relief Stationary Engineer.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the Section Work Schedules.

### **Article 3 Holiday Pay**

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

Article 7, Section 5, Holidays on Day Off, of the Master Agreement shall be supplemented and/modified as follows:

When any of the holidays identified in Article 7, Section 2A or 2B, of the Master Agreement, fall on an employee's regularly scheduled day off, the number of holiday hours earned will be credited to the employee's compensatory bank.

Article 7, Section 8B2, Payment for Work on a Holiday, of the Master Agreement shall be supplemented and/or modified as follows:

2. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 7 above. Such holiday time shall be credited to the employee's compensatory bank.

Employees whose holiday pay is prorated shall also be compensated in the above manner for work on a holiday.

#### Article 4 Flex-Time Scheduling

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

#### Article 5 Overtime

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

#### Overtime Assignment

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

#### Overtime Distribution

The Local Union and the Appointing Authority shall meet and confer to discuss facility-wide overtime.

The Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section.

The Employer will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

Employees using sick leave, personal leave or leave without pay on the preceding shift for personal illness shall not be eligible for overtime work.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the immediate supervisor, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of State Seniority among capable employees in the event that all capable employees decline overtime work. Employees may rescind such waivers upon fourteen (14) calendar days written notice to the immediate supervisor.

## **All Employees:**

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, in the same work unit who is capable of performing the work.

Should the most senior employee in the same work unit choose not to accept the work, the next most senior capable employee shall be offered the work.

- b. In the event all capable employees in the same work unit who have indicated a desire to be offered the overtime, decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, in the work unit within or among the class(es) in which the overtime was initially offered, to the least senior capable employee who is scheduled for the shift which immediately precedes the overtime assignment. This includes any capable employee scheduled for a shift which ends not more than thirty (30) minutes before the start of the overtime work. In Units 3 and 4, the assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, and in the same work unit who are capable of performing the work.

Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty in the work unit shall be offered the work.

- b. In the event all capable employees then on duty in the work unit decline the work, the overtime shall be offered in order of State Seniority, among the class(es) determined by the Appointing Authority, to capable employees in the same work unit not on duty.
- c. In the event all capable employees (see a and b above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, in the work unit within or among the class(es) in which the overtime was initially offered, to employees then on duty. This includes any capable employee on duty when the overtime assignment is made and whose shift ends not more than thirty (30) minutes before the start of the overtime work. In Units 3 and 4, the assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

## **Article 6 Overnight Activities**

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees assigned to overnight activities which involve the supervision of residents and patients 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.

**Article 7**  
**Call Back**

Article 6, Section 7 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who return to work because they volunteer or are assigned to work overtime and their shifts ended not more than thirty (30) minutes before the start of the overtime work shall not be eligible for mileage reimbursement under the call back provision.

**Article 8**  
**Vacancies, Filling of Positions**

Article 12, Section 6, Eligibility for Bidding, of the Master Agreement shall be supplemented and/or modified as follows:

Employees may bid within six (6) months if their immediately previous bid occurred as a result of a closure of their work area.

**Article 9**  
**Laundry Summer Hours**

Prior to May 15 of each year, the Appointing Authority shall meet and confer with the Local Union regarding the establishment of laundry summer hours.

**Article 10**  
**Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

The Appointing Authority will review the hours of part-time staff within ninety (90) days of the ratification of this Agreement and make any necessary adjustments with regard to health insurance eligibility in accordance with the Master Agreement. Such adjustments shall be made without invoking DHS layoff provisions.

Within sixty (60) days of ratification of this Agreement, the Appointing Authority, Local Union, DHS Labor Relations Representative, and AFSCME Representative shall meet and confer regarding staffing levels of AFSCME positions at the facility.

**Article 11**  
**Vacation Leave**

Article 8, Section 3, Vacation Period, of the Master Agreement, shall be supplemented and/or modified as follows:

Requests for vacation leave of five (5) working days or more may be submitted by employees for up to one (1) year in advance.

In the event an employee has secured approval for vacation leave of any duration in their present work location, and then subsequently initiates a move to another work location, and the approved vacation leave is more than six (6) months from the date of the move, the approved vacation leave shall be rescinded. In this case, the employee may resubmit their vacation leave request in their new work location.

In the event an employee has secured approval for vacation leave of any duration in their present work location, and then subsequently initiates a move to another work location, and the approved vacation leave is less than six (6) months from the date of the move, the approved vacation leave may be honored by the new supervisor provided overtime is not required and staffing needs are met.

This provision in no way diminishes the employee's right to request schedule changes and to mutually agree to exchange day, shifts, or hours of work as provided for in the Master Agreement.

Either party may revert to the Master Agreement with thirty (30) days calendar notice to the other party.

**State Operated Community Services (SOCS) - Developmental Disabilities**  
**Brainerd Regional Human Services Center SOCS**

**Section 1. Hours of Work.**

**Consecutive Hours.** Article 5, Section 1(A) of the Master Agreement shall be supplemented and/or modified as follows:

**Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid meal periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

The Appointing Authority and the Local Union agree to Meet and Confer during the life of this agreement regarding part-time scheduling issues (including guaranteed weekends off and split shift).

**Schedule Posting.** Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Schedule Posting.** For employees working in SOCS, work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day.

A. **Client Job Opportunities.** For employees working in the SOCS DT&H, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement described above. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client. Any scheduled change pursuant to the above shall not result in the payment of overtime. The Appointing Authority shall consider the State Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.

At the option of the employee, an employee may flex their schedule in order to obtain or maintain a job opportunity for a client as long as the flexed schedule does not result in the payment of overtime. Such change shall be by mutual agreement between the employee and the supervisor.

- B. **Crisis Services.** For employees assigned to provide crisis services, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement described above. However, employees may have their schedules changed provided they receive a three (3) working day advance notice, if such is necessary in order to respond to a client crisis need. Any scheduled change pursuant to the above shall not result in the payment of penalty pay. Such assignments shall be made by State Seniority among capable and qualified employees.
- C. **All Services.** Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

For days on which the service at which an employee works is temporarily not open or is underutilized, the employee shall be offered, at the employee's option, to work on site catching up on duties, a temporary reassignment, paid leave, or unpaid leave.

**Variable Schedule HST Positions.** A pool of variable schedule positions may be established with a maximum of sixteen (16) employees. The Appointing Authority will offer variable schedule employees a minimum of 1044 hours per year. Variable schedule employees must average 1044 hours in twelve (12) consecutive months to maintain insurance eligibility under the part-time coverage provisions of Article 19 of the Master Agreement. The variable schedule employee pool will be considered a separate work area for the purposes of bidding and layoff. All position postings shall clearly state job duties, schedule variability and insurance eligibility conditions. The Appointing Authority will make every effort to schedule and assign work to variable schedule employees on an equal distribution basis.

The Appointing Authority agrees to review annually hours worked for variable schedule employees prior to the end of the employee's twelve (12) consecutive months to determine if the employee may be in danger of losing their insurance coverage. The employees will be notified thirty (30) days in advance of the end of his/her twelve (12) consecutive months if he/she may lose their coverage so that the employee can make alternate plans. The loss of insurance coverage will not invoke DHS or Master Agreement layoff language. The Appointing Authority agrees to review and adjust insurance contributions between full and partial levels on a quarterly basis. Loss of eligibility and/or changes in contribution levels shall be made to the individual directly affected by such change.

Employees in the variable schedule pool will be scheduled for a portion of their time. However, the remaining hours worked will be assigned within the posting period. Any schedule change within the posting period will not result in penalty pay. Additional hours shall be treated as a posted schedule. However, employees can refuse additional hours within the posted schedule three (3) times per quarter.

Employees in the variable schedule pool will not be reimbursed mileage expenses for reporting to their initial work site. If these employees are required to change sites during the course of the workday or work a subsequent shift at a different work site, they will be reimbursed for their mileage expenses and travel time.

The Appointing Authority shall decrease utilization of intermittent staff in direct proportion to the use of variable schedule staff. Employees in the variable schedule pool shall be offered available hours within the posted schedule prior to intermittent employees as long as the hours offered do not invoke overtime. Status reports shall be provided at quarterly Labor/Management meetings:

The parties will meet and confer to discuss the implementation of the variable schedule HST pool. This section of the Supplement shall not be included in subsequent Agreements between the parties unless mutually agreed upon. If not included in future Agreements, the Appointing Authority will have ninety (90) days to return affected employees to their previous employment condition per Article 12, Section 7 of the Master Agreement.

**Meal Periods.** Article 5, Section 1(D) of the Master Agreement shall be supplemented and/or modified as follows:

**Meal Periods.** Employees shall normally be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. No employee shall be scheduled for an unpaid meal period until after at least three (3) hours of work and no more than five (5) hours of work. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

**Work Day.** Article 5, Section 3(B) of the Master Agreement shall be supplemented and/or modified as follows:

**Work Day.** The normal work day shall consist of eight (8) or ten (10) hours of work within a twenty-four hour period exclusive of a duty free lunch.

To depart from the normal work day, to change the normal work day between an eight (8) and ten (10) hour day, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Article 5, Section 1C. When schedules are changed the new schedule shall be posted pursuant to Article 5, Section 1C of the Master Agreement. Existing schedules may remain in effect.

**Work Schedules.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Work Period.** The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen day (14) posting provided for in Article 5, Section 1 (C) of the Master Agreement. If no agreement can be reached, the following shall apply:

Full-time employees shall, at the Appointing Authority's discretion, be:

- a. Scheduled to work a 6-2-3 rotation.
- b. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week.
- c. Scheduled to work either a 7-5-3 rotation or a 3-5-7 rotation with every third weekend off (Saturday and Sunday).

- d. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- e. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- f. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

**Fixed Night Shift.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Fixed Night Shift.** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee based on State Seniority not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,

- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shifts and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same work area, classification, and option and each employee is capable and qualified for the position to which he/she is moving.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

## **Section 2. Overtime**

**Overtime Distribution.** Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.

2. In the event all capable employees then on duty decline the work, the overtime work shall be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Employees using sick leave, personal leave or leave without pay on the preceding shift for personal illness shall not be eligible for overtime work. Should the most senior employee choose not to accept the work, the next most senior employee shall be offered the work.
3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee shall be offered the work.
2. In the event all capable employees decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. In the event no employee is scheduled for such shift, the overtime shall be assigned to the least senior capable employee in the same work unit. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

**Overnight Activities.** Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees working in SOCS 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.

### **Section 3. Holiday Pay.**

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

For employees working in the SOCS, if an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

#### **Section 4. Vacation Leave.**

**Vacation Requests.** Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

When a SOCS is initially established and an employee fills a vacancy in such SOCS, any previously approved vacation may be rescinded, if necessary, and the employee may resubmit his/her vacation request in the new SOCS.

#### **Section 5. Job Safety.**

Article 11, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

**Local Safety Committee.** There shall be established in each department and/or principal place of employment (for example: institutions; hospitals, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee, including Residential Services and Day Services, may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

#### **Section 6. Vacancies, Filling of Positions.**

**Vacancies.** Article 12, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Defined.** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements; or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

#### **B. Exceptions.**

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.
2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

**Reassignment.** Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within ten (10) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1.

B. **Between Work Areas or Shifts.** If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the Appointing Authority may reassign to the position within forty (40) miles. The Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned. However, if the position is in the State Operated Community Service, the position shall first be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder as described above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment as described above. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

C. **Temporary Reassignment.** Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. However, if an employee is to be temporarily reassigned from a Regional Treatment Center to a State Operated Community Service or if an employee is to be temporarily reassigned from a State Operated Community Service to another State Operated Community Service, the Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the temporary reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be temporarily reassigned. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

**Job Posting.** Article 12, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans in existence is attached in Appendix J.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date. However, when a SOCS is initially established and it is anticipated that the position in the new Service cannot be filled within the four (4) weeks, the posting shall state the date it is expected the position will be filled. In addition, for positions in previously established SOCS, the vacancy shall be filled by the successful bidder within fourteen (14) days after the bidder has completed all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

### **Section 7. Relocation Allowances.**

Article 21, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Eligibility.** Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least forty (40) miles or more from the employee'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 employees who currently commute forty (40) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is forty miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

### **Section 8. Labor/Management Committees.**

Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

**Local Labor/Management Committees.** A local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities; regional treatment centers, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

### **Section 9. Part-time Hours Review.**

The Appointing Authority will review the hours of part-time employees within ninety (90) days of the ratification of this Agreement and make any necessary adjustments with regard to health insurance eligibility in accordance with the Master Agreement. Such adjustments shall be made without invoking DHS layoff provisions.

**DEPARTMENT OF HUMAN SERVICES/CAMBRIDGE REGIONAL HUMAN SERVICES CENTER**

**Article 1**  
**Meal Periods**

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services institutions (for other than the night shift and excluding Unit 4 employees), meal periods are normally to be granted between the hours of 11:00 A.M. and 1:00 P.M. or between the hours of 5:00 P.M. and 7:00 P.M. Employees may request alternate meal periods.

For Unit 4 employees other than the night shift, meal periods are normally to be granted between the hours of 10:00 A.M. and 1:00 P.M. or between the hours of 5:00 P.M. and 8:00 P.M. Employees may request alternate meal periods.

**Article 2**  
**Work Schedules**

Article 5, Section 2(B) of the Master Agreement shall be supplemented and/or modified as follows:

**Vocational Program**

Full-time employees assigned to the day program services in the community based work/training program shall be scheduled for a straight eight (8) hour shift with no duty free lunch.

Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority shall make a reasonable effort to adhere to the posting requirement for employees assigned to the Day Program Services Employment Program. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client. Any scheduled change pursuant to the above shall not result in the payment of overtime.

The Appointing Authority shall consider the State Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.

**Schedules**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period**. Full-time employees except for full-time Unit 4 residential service employees shall at the Appointing Authority's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,

- c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- d. Scheduled to work no more than four (4) consecutive ten (10) hour days.

Paid holidays shall be considered as "days worked" for scheduling purposes.

## 2. Full-time Unit 4 residential service employees.

- a. In fixed night shift positions in McBroom, employees shall be scheduled on a 6-2-3 rotation. Other employees in fixed night shift positions shall be scheduled on a 6-2 rotation with four (4) consecutive days off every sixth week.
- b. Employees in residential areas shall be scheduled a 6-2 rotation with four (4) consecutive days off every sixth week.
- c. Employees may be scheduled to work no more than four (4) consecutive ten (10) hour days.
- d. Paid holidays shall be considered as days worked for scheduling purposes.
- e. If it becomes necessary to permanently reassign an employee covered by 2a and/or 2b to different days off, the Local Union and the employee(s) whose days off are to be reassigned shall receive thirty (30) calendar days notice. The Appointing Authority shall then ask for volunteers within the Household from within or among classes as determined by the Appointing Authority, and the most senior capable and qualified volunteer in order of State Seniority from which assignment is to be made shall be reassigned. If there are no volunteers, the least senior capable and qualified employee based on State Seniority, within the Household within or among classes as determined by the Appointing Authority from those employees with the days off from which the reassignment is to be made shall be reassigned.
- f. Employees covered by 2a and/or 2b may be temporarily scheduled for days other than their assigned fixed days off for purposes such as training, staff development, informational meetings, team meetings, and special projects. Employees shall not be scheduled for more than six (6) consecutive days.
- g. Should it become necessary to permanently change the scheduling patterns in 2a and/or 2b because of a change in the operation of a unit/program, in the interest of efficient operations, to meet the needs of the public, the Department, or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C) of the Master Agreement.
- h. Should it become necessary to assign employees to a twenty-four (24) hour crisis service (public or private) employees on a volunteer sign up list may have their schedules changes provided they receive a minimum of three (3) calendar days advance notice, if such is necessary to maintain the client in their home. All employees on the volunteer sign up list will be provided with the appropriate training. Selection from the sign up list will be at the discretion of the Appointing Authority. However, every reasonable effort will be made to distribute assignments equally among employees on the list.

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

3. **Fixed Night Shift (for all units except Units 2).** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least State Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Emergency situations.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift. If another employee not on the fixed night shift with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.
4. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the Section Work Schedules.

### **Article 3** **Change of Shift Requests**

If requested by the employee, the employee may change days, shifts, or hours with other staff normally scheduled to work. This change of shift request must have the approval of his/her supervisor, and such shift change cannot result in the payment of overtime.

Supervisors shall respond to all shift change requests promptly and shall answer all written requests in writing no later than ten (10) calendar days after such request is made.

### **Article 4** **Holiday Pay**

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 7 of the Master Agreement shall apply.

### **Article 5** **Flex-Time Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

### **Article 6** **Overtime**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

#### **Assignment**

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

### Distribution

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.
2. In the event all capable employees then on duty decline the work and if the Appointing Authority determines that time permits, the overtime work may be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the overtime.
3. If all capable employees in #2 above decline the overtime work and if the Appointing Authority determines that time still permits, the overtime work may be offered to other employees who are capable of performing the work.
4. If time does not permit offering the overtime work pursuant to #2 or #3 above, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee who has indicated in writing a desire to be offered the overtime shall be offered the work.
2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to either:
  - a. offer the overtime work to other employees in the work area who are capable of performing the work; or
  - b. assign the overtime based upon inverse order of State Seniority, within or among class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

For purposes of overtime assignment shifts ending from 11:00 p.m. through 11:30 p.m. are considered one shift. Employees scheduled for in-service training from 7:30 a.m. to 4:00 p.m. shall be considered part of the 6:30 a.m. to 3:00 p.m. shift for purposes of overtime assignment.

A full-time employee is not eligible for assigned overtime for the shifts between his/her last scheduled shift and an approved leave (including vacation, holiday, alternate holiday, compensatory time) unless there is an emergency.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of State Seniority among capable employees in the event that all capable employees decline overtime work. Employees may rescind such waivers upon fourteen (14) calendar days written notice to the local personnel officer.

### **Snow Removal**

Overtime distribution for snow removal shall be offered on a seniority basis. A list shall be established of snow removal crew members based on State Seniority. Overtime shall be offered to the first employee on the list, with his/her name being moved to the bottom of the list following the overtime offer. This rotation process shall continue throughout the snow removal season.

### **Article 7** **Overnight Activities**

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees 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. Such overtime pay shall be paid in compensatory time.

### **Article 8** **Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

### **Article 9** **Vacancies, Filling of Positions**

Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

If the Appointing Authority determines to permanently fill a shift opening in Residential Program Services, such shift opening shall be posted for bid campus-wide. If there are no eligible bidders, the permanent shift opening shall be filled pursuant to Article 12, Section 4(B).

### **Article 10** **Vacation Leave**

Once an employee has been awarded a bid for a position in another work area, the employee shall submit any vacation request to his/her supervisor in the new work area.

**Article 11**  
**Change of Work Area**

The Appointing Authority and the Local Union agree to meet during the life of this Agreement to discuss the concept of change of work area requests.

**State Operated Community Services (SOCS) - Developmental Disabilities**  
**Cambridge Regional Human Services Center SOCS**

**Section 1. Hours of Work.**

**Consecutive Hours.** Article 5, Section 1(A) of the Master Agreement shall be supplemented and/or modified as follows:

**Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid meal periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

**Schedule Posting.** Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Schedule Posting.** For employees working in SOCS, work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day.

A. **Client Job Opportunities.** For employees working in the SOCS DT&H, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client. Any scheduled change pursuant to the above shall not result in the payment of overtime. The Appointing Authority shall consider the Classification Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.

B. **All Services.** Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

For days on which the service at which an employee works is temporarily not open or is under-utilized, the employee shall be offered, at the employee's option, a temporary reassignment, paid leave, or unpaid leave.

**Meal Periods.** Article 5, Section 1(D) of the Master Agreement shall be supplemented and/or modified as follows:

**Meal Periods.** Employees shall normally be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. No employee shall be scheduled for an unpaid meal period until after at least three (3) hours of work and no more than five (5) hours of work. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

**Work Day.** Article 5, Section 3(B) of the Master Agreement shall be supplemented and/or modified as follows:

**Work Day.** The normal work day shall consist of eight (8) or ten (10) hours of work within a twenty-four hour period exclusive of a duty free lunch.

To depart from the normal work day, to change the normal work day between an eight (8) and ten (10) hour day, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Article 5, Section 1C. When schedules are changed the new schedule shall be posted pursuant to Article 5, Section 1C of the Master Agreement. Existing schedules may remain in effect.

**Work Schedules.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Work Period.** The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen day (14) posting provided for in Article 5, Section 1 (C) of the Master Agreement. If no agreement can be reached, the following shall apply:

Full-time employees shall, at the Appointing Authority's discretion, be:

- a. Scheduled to work a 6-2-3 rotation.
- b. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week.
- c. Scheduled to work either a 7-5-3 rotation or a 3-5-7 rotation with every third weekend off (Saturday and Sunday).
- d. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- e. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- f. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

**Fixed Night Shift.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Fixed Night Shift.** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee based on State Seniority not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shifts and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same work area, classification, and option and each employee is capable and qualified for the position to which he/she is moving.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

**Definition of Weekend.** The definition of weekend for staff working the night shift shall be Friday and Saturday.

### **Section 2. Overtime.**

**Overtime Distribution.** Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift (immediate subsequent shift includes any shift that begins within one (1) hour of the end of the current shift) shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.

2. In the event all capable employees then on duty decline the work, the overtime work shall be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the work.
3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.
2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among the class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. In the event no employee is scheduled for such shift, the overtime shall be assigned to the least senior capable employee in the same work unit. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

**Overtime Liquidation.** Article 6, Section 5(A) of the Master Agreement shall be supplemented and/or modified as follows:

At the employee's option, overtime hours shall be paid in cash or assigned to a compensatory bank. Employees shall elect each pay period which overtime hours earned in that pay period shall be paid in cash or assigned to a compensatory bank. The employee shall select either cash or compensatory time for each instance of overtime worked. In no case shall a single instance of overtime worked be split between cash payment and a compensatory bank.

**Overnight Activities.** Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees working in SOCS 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.

### **Section 3. Holiday Pay.**

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

For employees working in the SOCS, if an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

### **Section 4. Vacation Leave.**

**Vacation Requests.** Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

When a SOCS is initially established and an employee fills a vacancy in such SOCS, any previously approved vacation may be rescinded, if necessary, and the employee may resubmit his/her vacation request in the new SOCS.

### **Section 5. Job Safety.**

Article 11, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

**Local Safety Committee.** There shall be established in each department and/or principal place of employment (for example: institutions; hospitals, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee, including Residential Services and Day Services, may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

### **Section 6. Vacancies, Filling of Positions.**

**Vacancies.** Article 12, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Defined.** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements; or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

B. **Exceptions.**

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.
2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

**Reassignment.** Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within ten (10) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1.

B. **Between Work Areas or Shifts.** If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the Appointing Authority may reassign to the position within forty (40) miles. The Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more

employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned. However, if the position is in the State Operated Community Service, the position shall first be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder as described above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment as described above. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

- C. **Temporary Reassignment.** Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. However, if an employee is to be temporarily reassigned from a Regional Treatment Center to a State Operated Community Service or if an employee is to be temporarily reassigned from a State Operated Community Service to another State Operated Community Service, the Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the temporary reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be temporarily reassigned. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

**Job Posting.** Article 12, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans in existence is attached in Appendix J.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date. However, when a SOCS is initially established and it is anticipated that the position in the new Service cannot be filled within the four (4) weeks, the posting shall state the date it is expected the position will be filled. In addition, for positions in previously established SOCS, the vacancy shall be filled by the successful bidder within fourteen (14) days after the bidder has completed all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

### **Section 7. Relocation Allowances.**

Article 21, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Eligibility.** Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least forty (40) miles or more from the employee'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 employees who currently commute forty (40) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is forty miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

### **Section 8. Labor/Management Committees.**

Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

**Local Labor/Management Committees.** A local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities; regional treatment centers, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

### **Section 9. Seniority Units.**

The parties agree to meet and confer about the definition of seniority unit for EMSOCS.

## DEPARTMENT OF HUMAN SERVICES/CENTRAL OFFICE

### Article 1 Hours of Work

Article 5 shall be supplemented and/or modified as follows:

A full-time employee may request a modification in his/her current work schedule to any schedule which includes eight (8) consecutive hours of work in five (5) consecutive work days; ten (10) consecutive hours of work in four (4) work days; or nine (9) consecutive hours of work in four (4) work days, plus four (4) consecutive hours of work for the other work day.

An employee shall request a modification in writing to their immediate supervisor at least twenty-one (21) days prior to the requested schedule change. The Appointing Authority shall approve or deny the requests based on job-related considerations in the work area. If all requests cannot be approved, the supervisor shall approve the requests in order of State Seniority within or among classes as determined by the Appointing Authority. The supervisor shall provide the employee with written notice of the decision within seven (7) calendar days of receipt of the request. If an employee's request is denied, a copy of the written notice and explanation of the decision shall be provided to the Local Union. No request shall be unreasonably denied.

Changes in approved schedules shall be made only by the Appointing Authority in accord with Article 5, or by employees only in accord with the above provisions, provided that an employee's request to change an approved work schedule will not be approved if it would adversely affect the existing schedule of another employee.

Violations of the provisions of this Supplement shall only be grievable through the 3rd step of the grievance procedure. However, if actions giving rise to the grievance is a violation of a specific provision in the Master Agreement, the Union may appeal through Step 4 of the grievance procedure.

## DEPARTMENT OF HUMAN SERVICES/FARIBAUT REGIONAL CENTER

### Article 1 Supportive Work Project

Article 5, Section 1C, of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority will make a reasonable effort to adhere to the fourteen (14) day posting requirement for employees assigned to the supportive work project. However, employees may have their hours of work changed provided they receive a minimum of three (3) days advance notice.

### Article 2 Meal Periods

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services institutions (other than the night shift), meal periods are normally to be granted between the hours of 11:00 a.m. and 1:00 p.m. or between the hours of 5:00 p.m. and 7:00 p.m. Employees may request alternate meal periods.

**Article 3**  
**Work Schedules**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Scheduled Hours.** Part-time and full-time employees shall be scheduled for a shift of three (3) hours or more except that such employees may be scheduled for less than three (3) hours for training.
2. **Work Period.** Full-time employees shall at the Appointing Authority's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
  - c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday Sunday) off. Scheduled days off need not be consecutive.

Full-time Unit 4 employees assigned to residential service shall be scheduled on a 6-2 rotation. If it becomes necessary to permanently change a full-time employee's predictable days off, the Appointing Authority will provide thirty (30) calendar days written notice to the affected employees and the Local Union. The Appointing Authority will first ask for volunteers from the class, household, and rotation from which the change must occur. The most senior volunteer, based on State Seniority, providing the most senior volunteer has the ability and capacity to perform the work, will then be changed. In the event there are no volunteers, the Appointing Authority will change the least senior employee, based on State Seniority, from the class, household, and rotation from which the change must occur, providing the least senior employee has the ability and capacity to perform the work.

Full-time Unit 4 employees assigned to day program services shall be scheduled Monday through Friday, with Saturday and Sunday off.

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

Part-time employees who are three-quarters (3/4) time (normally scheduled sixty (60) hours a pay period) shall be scheduled at least one (1) weekend (Friday-Saturday or Saturday-Sunday) out of six (6) weekends (Friday-Saturday or Saturday-Sunday) off unless other arrangements are agreed to by the employee and the Appointing Authority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of full-time Unit 4 employees or three quarters (3/4) time part-time employees in the interest of efficient operations, to meet the needs of the public, the Department, or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C) of the Master Agreement.

3. **Fixed Night Shift (for all units except Units 2 and 7):** Where continuous operations require a night (graveyard) shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees within or among class(es) as determined by the Appointing Authority from such work area from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior qualified volunteer, based on State Seniority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.
4. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the Section Work Schedules.

#### **Article 4** **Holiday Pay**

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

#### **Article 5** **Flex-Time Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

#### **Article 6** **Overtime**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

#### **Assignment**

Employees who are attending regular (day time) high school will not be required to work beyond 12-midnight on any evening which precedes a scheduled school day.

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

#### **Distribution**

The Employer will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want to be offered the overtime work before the beginning of the pay period.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, in the same work unit who are capable of performing the work and who indicated in writing, a desire to be offered the assignment.

Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.

- b. For Unit 4, if all employees in the residential work unit within or among classes as determined by the Appointing Authority who are capable of performing the work and who indicated in writing a desire to be offered the overtime choose not to accept the overtime offer, then the Appointing Authority may at the discretion of the Appointing Authority offer the overtime work to employees in the day program and working with the same residents as in the residential work unit on the basis of State Seniority within or among classes as determined by the Appointing Authority who are capable of performing the work and who indicated in writing a desire to be offered the overtime.
- c. In the event all capable employees who have indicated a desire to be offered the overtime, decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) in which the overtime was initially offered, to the least senior capable employee who is scheduled for the shift which immediately precedes the overtime assignment. This includes any capable employee scheduled for a shift which ends not more than three (3) hours before the start of the overtime work. In Units 3 and 4, the assignment shall be rotated each pay period beginning with the least senior capable employee based on State Seniority.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, and in the same work unit who are capable of performing the work.

Should the most senior employee choose not to accept the work the next most senior capable employee then on duty shall be offered the work.

- b. In the event all capable employees then on duty decline the work, and the work would commence in three (3) or more hours the overtime work shall be offered in order of State Seniority, among the class(es) determined by the Appointing Authority, to capable employees in the same work unit who have indicated in writing a desire to be offered the work.
- c. For Unit 4, if all employees in the residential work unit (or, if the work would commence in less than three (3) hours all employees then on duty in the residential work unit) within or among classes as determined by the Appointing Authority who are capable of performing the work and choose not to accept the overtime offer, the Appointing Authority may at the discretion of the Appointing Authority offer the overtime work to employees in the day program then on duty on the basis of State Seniority within or among classes as determined by the Appointing Authority who are capable of performing the work and who indicated in writing a desire to be offered the overtime.

- d. In the event all capable employees (see a, b and c above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) in which the overtime was initially offered, to employees then on duty. This includes any capable employee on duty when the overtime assignment is made and whose shift ends not more than three (3) hours before the start of the overtime work. In Units 3 and 4 the assignment shall be rotated each pay period beginning with the least senior capable employee based on State Seniority.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

It is further understood that the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section.

The provisions of this Section of the Supplement shall remain in full force and effect unless either party notifies the other in writing at least thirty (30) days prior to the date of cancellation. If this provision of the Supplement is canceled, the provisions of Article 6, Section 4 (Distribution) of the Master Agreement shall govern.

#### **Article 7** **Overnight Activities**

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees 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.

#### **Article 8** **Call Back**

Article 6, Section 7 of the Master Agreement shall be supplemented and/or modified as follows:

Unit 4 employees who return to work because they volunteer or are assigned to work overtime and their shifts ended not more than three (3) hours before the start of the overtime work shall not be eligible for mileage reimbursement under the call back provision.

#### **Article 9** **Vacation Requests**

Article 8, Sections 3 and 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employees assigned to Day Program Services may submit a request for a vacation period up to one (1) year in advance. However, in the event an employee has secured approval for a vacation period in Day Program Service and then subsequently bids out to another service, and the approved vacation period is more than six (6) months from the date of the successful bid, the approved vacation period shall be rescinded. In this case the employee may resubmit their vacation request in the service they have entered, six (6) months in advance of the requested vacation period.

**Article 10**  
**Union Meetings**

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

The Appointing Authority agrees to make a reasonable effort to schedule one Local Union Officer, Executive Board member, or steward from each work area to an early shift once monthly on the day of the Local Union meeting provided the employee to be re-scheduled notifies his/her supervisor of the Local Union meeting at least seven (7) days prior to the posting of the schedule.

**Article 11**  
**Laundry Summer Hours**

Prior to May 15 of each year, the Appointing Authority shall meet and confer with the Local Union regarding the establishment of laundry summer hours.

**Article 12**  
**Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

**State Operated Community Services (SOCS) - Developmental Disabilities**  
**Faribault Regional Treatment Center**

**Section 1. Hours of Work.**

**Consecutive Hours.** Article 5, Section 1(A) of the Master Agreement shall be supplemented and/or modified as follows:

**Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid meal periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

**Schedule Posting.** Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Schedule Posting.** For employees working in SOCS, work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day.

A. **Client Job Opportunities.** For employees working in the SOCS DT&H, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement described above. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client. Any scheduled change pursuant to the above shall not result in the payment of overtime. The Appointing Authority shall consider the Classification Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.

B. **All Services.** Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

For days on which the service at which an employee works is temporarily not open or is underutilized, the employee shall be offered, at the employee's option, a temporary reassignment, paid leave, or unpaid leave.

Part-time Unit 4 employees may work additional hours within the fourteen (14) day posting period at the straight time rate in accordance with the following procedures.

#### Part-Time Hours Procedure

If additional work is needed within the fourteen (14) day posting period, and the work cannot be performed by previously scheduled employees (i.e., temporary reassignment), the Appointing Authority shall first offer this work to part-time employees. The offering of such work shall be in accordance with the voluntary portion of this overtime distribution procedure. If a part-time employee accepts the offered work, the part-time employee shall not be eligible for "penalty pay."

A part-time employee would not be eligible to be offered such work if the additional hours would result in the payment of overtime pursuant to the Fair Labor Standards Act.

If no eligible part-time employee accepts the work, the Appointing Authority is not required to assign the work to a part-time employee. For example, the Appointing Authority may use one of the following methods of securing resources (this list is not inclusive):

- use of an intermittent employee;
- use of a non-bargaining unit employee;
- overtime.

Any hours assigned to part-time staff beyond the fourteen (14) day posting period are not subject to the provisions of this agreement.

If a part-time employee is assigned to work as overtime, the part-time employee shall be eligible for overtime pay pursuant to the Collective Bargaining Agreement.

Any additional hours worked by a part-time employee under this provision shall not be considered in a part-time employee's eligibility for health insurance.

Bargaining unit and non-bargaining unit temporary employees are not covered by these procedures.

Either party may terminate these procedures in whole or for a specified work area within thirty (30) days written notice to the other party. In the event this procedure is terminated by either party, the normal overtime provisions of the agreement shall apply.

**Meal Periods.** Article 5, Section 1(D) of the Master Agreement shall be supplemented and/or modified as follows:

**Meal Periods.** Employees shall normally be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. No employee shall be scheduled for an unpaid meal period until after at least three (3) hours of work and no more than five (5) hours of work. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

**Work Day.** Article 5, Section 3(B), of the Master Agreement shall be supplemented and/or modified as follows:

**Work Day.** The normal work day shall consist of eight (8) or ten (10) hours of work within a twenty-four hour period exclusive of a duty free meal period. Part-time employees may be scheduled for ten (10) hour days, eight (8) hour days, or days of less than eight (8) hours within a pay period. Nothing shall prevent a part-time employee from working any combination of work days within a payroll period.

Except as specified above, to depart from the normal work day, to change the normal work day between an eight (8) and ten (10) hour day, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than twenty eight (28) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Article 5, Section 1C. When schedules are changed the new schedule shall be posted pursuant to Article 5, Section 1C of the Master Agreement. Existing schedules may remain in effect.

**Work Schedules.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Work Period.** The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen day (14) posting provided for in Article 5, Section 1 (C) of the Master Agreement. If no agreement can be reached, the following shall apply:

Full-time employees shall, at the Appointing Authority's discretion, be:

- a. Scheduled to work a 6-2-3 rotation.
- b. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week.
- c. Scheduled to work either a 7-5-3 rotation or a 3-5-7 rotation with every third weekend off (Saturday and Sunday).
- d. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- e. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- f. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work. Part-time employees who are at least three-quarters (3/4) time (normally scheduled sixty (60) hours a pay period) shall be scheduled at least one (1) weekend (Saturday-Sunday) out of six (6) weekends (Saturday-Sunday) off unless other arrangements are agreed to by the employee and the Appointing Authority.

**Fixed Night Shift.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Fixed Night Shift.** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee based on State Seniority not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shifts and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,

- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same work area, classification, and option and each employee is capable and qualified for the position to which he/she is moving.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

**Definition of Weekend.** The definition of weekend for staff working the night shift shall be Friday and Saturday.

## **Section 2. Overtime**

**Overtime Distribution.** Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.

2. In the event all capable employees then on duty decline the work, the overtime work shall be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the work.
3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.
2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among the class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. In the event no employee is scheduled for such shift, the overtime shall be assigned to the least senior capable employee in the same work unit. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

**Overtime Liquidation.** Article 6, Section 5(A) of the Master Agreement shall be supplemented and/or modified as follows:

At the employee's option, overtime hours shall be paid in cash or assigned to a compensatory bank. Employees shall elect each pay period which overtime hours earned in that pay period shall be paid in cash or assigned to a compensatory bank. The employee shall select either cash or compensatory time for each instance of overtime worked. In no case shall a single instance of overtime worked be split between cash payment and a compensatory bank.

**Overnight Activities.** Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees working in SOCS 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.

### Section 3. Holiday Pay.

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

For employees working in the SOCS, if an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

### Section 4. Vacation Leave.

Vacation Requests. Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

When a SOCS is initially established and an employee fills a vacancy in such SOCS, any previously approved vacation may be rescinded, if necessary, and the employee may resubmit his/her vacation request in the new SOCS.

Any time an employee bids, voluntarily transfers or voluntarily demotes to a vacancy in an existing SOCS, any previously approved vacation may be rescinded if an employee already working in the SOCS has approved leave scheduled for any of the same days. This would not include employees who accept a SOCS vacancy as an MOU option. This change shall be prospective and shall be noted on the job posting.

### Section 5. Job Safety.

Article 11, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Local Safety Committee. There shall be established in each department and/or principal place of employment (for example: institutions; hospitals, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee, including Residential Services and Day Services, may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

#### **Section 6. Vacancies, Filling of Positions.**

**Vacancies.** Article 12, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Defined.** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements; or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

B. **Exceptions.**

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.
2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

**Reassignment.** Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

- A. **Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within ten (10) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1.
- B. **Between Work Areas or Shifts.** If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the Appointing Authority may reassign to the position within forty (40) miles. The Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned. However, if the position is in the State Operated Community Service, the position shall first be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder as described above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment as described above. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.
- C. **Temporary Reassignment.** Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. However, if an employee is to be temporarily reassigned from a Regional Treatment Center to a State Operated Community Service or if an employee is to be temporarily reassigned from a State Operated Community Service to another State Operated Community Service, the Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the temporary reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be temporarily reassigned. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

**Job Posting.** Article 12, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans in existence is attached in Appendix J.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date. However, when a SOCS is initially established and it is anticipated that the position in the new Service cannot be filled within the four (4) weeks, the posting shall state the date it is expected the position will be filled. In addition, for positions in previously established SOCS, the vacancy shall be filled by the successful bidder within fourteen (14) days after the bidder has completed all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

### **Section 7. Relocation Allowances.**

Article 21, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Eligibility.** Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least forty (40) miles or more from the employee'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 employees who currently commute forty (40) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is forty miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

### **Section 8. Labor/Management Committees.**

Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

**Local Labor/Management Committees.** A local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities; regional treatment centers, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

### **Section 9. Seniority Unit.**

The parties agree to meet and confer about the definition of seniority unit for EMSOCS.

## **DEPARTMENT OF HUMAN SERVICES/FERGUS FALLS REGIONAL TREATMENT CENTER**

### **Article 1** **Schedule Posting**

Article 5, Section 1(C) shall be supplemented and/or modified as follows:

For Unit 4 day employees, the original work schedules with all changes shall be posted in a convenient and prominent location in the scheduling unit where the employees listed on the schedule actually perform their work duties. For Unit 4 night employees, the original work schedules shall be posted in the following locations:

- DDRC - Detox/Admissions Unit and Hope Unit
- MI Residential - Nursing Supervisor's Office
- MR Residential Units - CTAC Reception Area

Changes in the schedules for Unit 4 night employees shall be posted within twenty-four (24) hours of notification or knowledge of the change.

For Unit 4 night employees, if the Appointing Authority reorganizes and scheduling locations are no longer applicable, the Appointing Authority will meet and confer with the Local Union to discuss the new posting locations.

### **Article 2** **Meal Periods**

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

Meal periods during day shifts are normally to be granted between the hours of 10:30 A.M. and 1:30 P.M. or between the hours of 4:30 P.M. and 7:30 P.M. Employees may request alternate meal periods.

Employees may take their meal periods either off campus or in any designated area on campus. Upon the mutual agreement of the supervisor and the employee, the employee may leave work one-half hour prior to the end of that scheduled shift.

**Article 3**  
**Work Schedules**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period.**

A. Options for full-time employees:

1. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
2. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
3. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
4. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Friday/Saturday, Saturday/Sunday, or Sunday/Monday) out of every four (4) weekends. Scheduled days off shall be consecutive.

B. Schedules -- Unit 4 full-time employees except those in the classes Chemical Dependency Counselor and Chemical Dependency Counselor, Senior:

1. The Appointing Authority shall select among the options in A for each position within a scheduling unit.

For purposes of this subsection only, A(1) shall include the following which should be considered separate options:

- a. Scheduled to work Monday through Friday with Saturday and Sunday as scheduled days off; or
- b. Scheduled to work Tuesday through Saturday with Sunday and Monday as scheduled days off;
- c. Scheduled to work Wednesday through Sunday with Monday and Tuesday as scheduled days off;
- d. Scheduled to work Thursday through Monday with Tuesday and Wednesday as scheduled days off; or
- e. Scheduled to work Friday through Tuesday with Wednesday and Thursday as scheduled days off;
- f. Scheduled to work Saturday through Wednesday with Thursday and Friday as scheduled days off; or
- g. Scheduled to work Sunday through Thursday with Friday and Saturday as scheduled days off; or
- h. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off.

2. If the Appointing Authority selects more than one (1) option for positions in the same class or group of classes as determined by the Appointing Authority within the scheduling unit, the Appointing Authority shall post the selected option schedules for a seven (7) calendar day period beginning sixty (60) calendar days after the effective date of the Master Agreement. During this posting period, the employees in the scheduling unit within the class or classes may indicate, in writing, an interest in a schedule.

If more employees indicate an interest in an option than positions available in the option, then the most senior employee based on State Seniority in the class or classes of the positions shall be selected providing the senior employee is capable and qualified for the position(s) and there is a less senior employee in the scheduling unit capable and qualified for the position occupied by the senior employee if the senior employee should change positions.

3. The Appointing Authority shall have a transition period in which to place the employees in the appropriate options so that the Appointing Authority does not incur any overtime as a result of schedule changes necessary to accomplish the transition.
4. Employees may be temporarily scheduled for working days and days off other than those normally scheduled for purposes such as training, staff development, informational meetings, team meetings, and special projects.
5. If a vacancy occurs and the Appointing Authority wishes to fill the vacancy, the Appointing Authority may change the scheduling pattern/practice. If the Appointing Authority changes the scheduling option, the vacancy posting must state that the scheduling pattern option was changed and indicate the new schedule.
6. If due to a change in the operation of a unit/program, it becomes necessary to permanently change scheduling options for individuals in the interest of efficient operations, to meet the needs of the public, the Department, or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1C of the Master Agreement.

C. Schedules -- Full-time Units 2, 3 and 6 and 7 full-time employees:

1. The days off scheduling pattern in effect the effective date of the Master Agreement shall continue.
2. Employees may be temporarily scheduled for working days and days off other than those normally scheduled for purposes such as training, staff development, informational meetings, team meetings, coverage, and special projects.
3. If due to a change in the operation of a unit/program, it becomes necessary to permanently change the days off scheduling patterns for individuals in the interest of efficient operations, to meet the needs of the public, the Department or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1C of the Master Agreement.

D. Schedules -- Unit 4 employees in the classes Chemical Dependency Counselor and Chemical Dependency Counselor, Senior:

1. The days off scheduling pattern in effect the effective date of the Master Agreement shall continue.
2. Employees may be temporarily scheduled for working days and days off other than those normally scheduled for purposes such as training, staff development, informational meetings, team meetings, coverage, and special projects.
3. The Appointing Authority may permanently change scheduled days off scheduling patterns and add new schedules. If such a change does occur, the new or changed schedule(s) shall be posted for seven (7) calendar days. Employees in the scheduling unit within the class or classes shall indicate, in writing, an interest in the schedule they prefer. If more than one employee indicates an interest in a schedule, the most senior employee based on State Seniority shall be selected providing the senior employee is capable and qualified for the position.

E. Schedules -- Part-time employees:

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

1. Fixed Night Shift (for all units except Units 2 and 7): Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. However, in situations where the Appointing Authority is not adding a position, a part-time or intermittent employee shall not be eligible to bid on the vacancy if the acceptance of the bid would change his/her employment condition. If there are no eligible and/or successful bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings or jury duty.

Employees working other than fixed nights shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. It is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,

- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
  - Notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
  - Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees must be within or among class(es) as determined by the Appointing Authority and each employee is capable and qualified for the position to which he/she is moving.
2. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

Any employee may request of the supervisor, in writing, at least seven (7) days prior to posting the schedule to work an on-going schedule which has more than two (2) shift changes between days off. Such written request must be for more than one scheduling period and must identify a beginning and ending date for the modified schedule. Such requests shall be answered in writing and shall not be unreasonably denied. If the employee wishes to return to a schedule with only two (2) shift changes, seven (7) days advance written notice prior to posting the schedule shall be provided to the supervisor, and the employee will be returned to that schedule.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

3. **Reduction to Part-time.** The Appointing Authority may permanently change a full-time employee's employment condition to part-time by mutual written agreement between the employee, Appointing Authority and Local Union. The Appointing Authority agrees to provide a list of affected benefits prior to the reduction.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the section Work Schedules.

#### **Article 4** **Holiday Pay**

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the work day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off and Article 7, Section 8 of the Master Agreement shall apply.

#### **Article 5** **Flex-Time Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

#### **Article 6** **Overtime**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

#### **Assignment**

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority. Employees shall not volunteer or be involuntarily assigned to work more than sixteen (16) consecutive hours except for overnight activities, emergencies, and the change to central standard time.

When a full-time employee uses leave time that is adjacent to his/her days off, the employee is not eligible for assigned overtime, but may volunteer if on the voluntary sign-up sheet during the time between the end of the last work shift and the beginning of the next work shift.

For the Mental Health Division, when an employee accompanies a patient to accomplish a community placement that requires extra/special knowledge about the patient, notwithstanding the overtime distribution system, an employee "assigned" to the patient may be assigned to accompany that patient.

#### **Distribution**

Employees in Unit 4 and Food Service Workers in Unit 3 who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want to be offered the overtime work before the beginning of the pay period. However, employees may request they not be offered voluntary overtime by means of a written waiver submitted to their supervisor, provided, however, that the Appointing Authority retains the right to assign overtime. Employees may rescind such waiver upon seven (7) calendar days written notice to the supervisor. If all employees within or among class(es) in a work unit submit such waivers, it is not necessary to post a "sign-up" sheet for voluntary overtime.

#### **Employees in Unit 4 and Food Service Workers:**

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the assignment. Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.
- b. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) to the least senior capable employee in the work unit. In Unit 4 and for Food Service Workers, the assignment shall be rotated within the pay period beginning with the least senior capable employee based on State Seniority.

#### **Employees in Units 2, 3 (except for Food Service Workers), 6 and 7:**

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee shall be offered the work.
- b. In the event all capable employees offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) to the least senior capable employee.

#### **Employees in Unit 4 (except for employees in the Chemical Dependency Division) and Food Service Workers:**

Distribution of overtime work for the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work.

Should the most senior employee choose not to accept the work the next most senior capable employee then on duty who has indicated in writing a desire to be offered the overtime shall be offered the work.

- b. In the event all capable employees then on duty decline the work, the overtime work shall be offered in order of State Seniority, within or among class(es), as determined by the Appointing Authority, to capable employees off duty in the same work unit who have indicated in writing a desire to be offered the work.

- c. In the event all capable employees (see a and b above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order to State Seniority, within or among class(es), to employees then on duty. In Unit 4 and for Food Service Workers, the assignment shall be rotated within the pay period beginning with the least senior capable employee based on State Seniority.

**Unit 4 Employees in the Chemical Dependency Division:**

Distribution of overtime work for immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, and in the same work unit and who indicated, in writing, a desire to be offered the work.

Should the most senior employee choose not to accept the work the next most senior capable employee then on duty who has indicated, in writing a desire to be offered the overtime shall be offered the work.

- b. In the event all capable employees then on duty decline the work, the overtime work shall be offered in order of State Seniority, within or among class(es), as determined by the Appointing Authority, to capable employees off duty in the same work unit who have indicated in writing the desire to be offered the work.
- c. In the event all capable employees decline the offer to work overtime, the Appointing Authority may re-offer, by the same seniority order to the same employees who previously decline the offer, an opportunity to work out a mutual agreement with another capable employee who is scheduled for the next subsequent shift to share the overtime hours which need to be worked.
- d. In the event all capable employees (see a, b, and c above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order to State Seniority, within or among class(es), to employees then on duty. The assignment shall be rotated within the pay period beginning with the least senior capable employee based on State Seniority.

For employees assigned to the Developmental Disabilities division, if more than one (1) mandatory overtime shift per pay period is required for fixed night shift employees, one of the following shall occur:

1. The mandatory overtime for the fixed night shift employee shall not extend past when day programming begins; or,
2. The mandatory overtime for the fixed night shift employee shall not extend past when another employee is assigned/volunteers for overtime pursuant to the overtime distribution system, and in no case beyond 9:00 a.m.

**Employees in Units 2, 3 (except for Food Service Workers), 6, and 7:**

Distribution of overtime work for the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the work.
- b. In the event all capable employees then on duty decline the work, the overtime work shall be offered in order of State Seniority within or among class(es) as determined by the Appointing Authority, to capable employees off duty.
- c. In the event all capable employees (see a and b above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among class(es) to employees then on duty.

**All Units:**

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign an employee(s) to temporarily meet the emergency requirements regardless of the overtime distribution.

The Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section.

Immediately subsequent shift shall be defined as any two (2) shifts which begin or end within thirty (30) minutes of one another. In addition, when a part-time employee's hours are extended at the end of a scheduled shift, but not exceeding 8 consecutive hours, so that the shift ends within 30 minutes of the ending time of a normal 8 hour shift, the part-time employee is considered to be then on duty for the purpose of overtime distribution on the immediately subsequent shift.

**Article 7**  
**Overnight Activities**

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees 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.

**Article 8**  
**Call Back**

Article 6, Section 7 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who return to work because they volunteer to work overtime shall not be eligible for mileage reimbursement under the call back provision.

**Article 9**  
**Holidays**

Article 7, Section 8(A) of the Master Agreement shall be supplemented and/or modified as follows:

If more employees in a work unit would normally be scheduled or are scheduled to work on a holiday than necessary, and there are conflicts in requests for the holiday off, the Appointing Authority shall grant the holiday off on the basis of State Seniority within or among class(es) as determined by the Appointing Authority, provided that the Appointing Authority retains the right to schedule employees with the ability and capacity to perform the job. Of the employees who do not request the holiday off at least seven (7) working days prior to the scheduled posting date, the most senior employees based on State Seniority, within or among classes as determined by the Appointing Authority, shall be assigned to work the holiday. Employees may request holidays off up to six (6) months in advance.

The above notwithstanding, any approved vacation request which includes the holiday shall be scheduled as a holiday off for that employee.

#### **Article 10** **Vacation Leave**

Article 8, Section 3, paragraph 3 of the Master Agreement shall be supplemented and/or modified as follows:

Any request for a vacation of one (1) working day or more which is submitted five (5) calendar weeks or more in advance of the requested date of the start of the vacation shall be posted within seven (7) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees who may desire to request vacation for the same period to do so. All such requests must be submitted to the supervisor within the posting period. Conflicts involving vacation scheduling shall be resolved per the Master Agreement. Supervisors shall respond to the request(s) within one (1) calendar week of the end of the posting. No request may be submitted for a vacation period more than six (6) months in advance of the request. With the agreement of the Local Union, the Appointing Authority may establish deadlines for vacation requests within the six (6) month period. However, vacation requests for fourteen (14) consecutive days or longer may be submitted up to twelve (12) months in advance in the following circumstances:

- a. When the employee is in a scheduling unit where MNA bargaining unit employees are also scheduled, and with the understanding that,
- b. vacations of fourteen (14) consecutive days or longer approved under this provision may only be rescinded in total and at least fourteen (14) days prior to the posting for the pay period in which the vacation begins.

Once a work schedule is posted, employees' hours of work which are posted but are outside the fourteen (14) day posting period shall not be changed in order to accommodate another employee's request for annual leave and/or use of alternate holiday(s), unless there is mutual agreement between the affected employees to do so. This provision is limited to an additional fourteen (14) calendar days posted following the initial fourteen (14) calendar day posting period.

#### **Article 11** **Leave of Absence Requests**

Once an employee has been notified of an upcoming reassignment, or has been awarded a bid to a position in another work area/shift, future requests submitted for approval to utilize paid or unpaid leave which will occur after the date the employee is to begin on the new work area/shift shall be submitted to his/her supervisor in the new work area/shift.

**Article 12**  
**Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

**Article 13**  
**Filling of Positions**

Article 12, Section 7 of the Master Agreement shall be supplemented and/or modified as follows:

Vacant full-time positions and vacant part-time positions with full Employer insurance contribution shall be filled as follows:

- A. **Bidding.** Selection of employees shall be made from among bidders who are currently receiving full Employer insurance contribution in order of Classification Seniority, (for a posted vacancy in a Junior/Senior Plan, Classification Seniority is the combined Classification Seniority of classes in the Junior/Senior Plan) provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders who are currently receiving full Employer insurance contribution.
- B. **Seniority Unit Layoff List.** Selection shall next be made from the Seniority Unit Layoff List unless the vacancy is being filled by an employee with more Classification Seniority who has received notice of permanent layoff.
  1. **Same Employment Condition.** Selection shall next be made from employees on the Seniority Unit Layoff List in order of Classification Seniority if such a list exists pursuant to Article 15, Section 3H. No new appointments shall be made in a seniority unit in a class (or option) and employment condition for which a Seniority Unit Layoff List exists until all employees on such lists have been offered the opportunity to accept the position.
  2. **Different Employment Condition.** Selection shall next be made from employees on the Seniority Unit Layoff List in order of Classification Seniority for the class (or option) and seniority unit in which the vacancy exists who were laid off from an employment condition other than that of the vacancy to be filled. Selection shall be limited to the geographic area (within thirty-five (35) miles) of the position from which the employee was laid off.
- C. **Claiming.** Prior to accepting a claim, the agency has the option of filling the vacancy with a seniority unit employee who has received notice of permanent layoff and has more State Seniority than any claimer. If this option is not chosen, see Article 15, Section 3 D 3(g) regarding employee requests to claim positions in other seniority units to avoid layoff or bumping. However, if the agency must choose among claimers, seniority shall not be a consideration.
- D. **Class (or Class Option) Layoff List.** If the vacancy is not filled through the claiming process or with a seniority unit employee who has received notice of permanent layoff, selection shall next be made from among employees on the Class (or Class Option) Layoff List. Selection from employees on this list shall not be unreasonably denied.

If B, C and/or D exist, selection shall next be made from among bidders who are not receiving full Employer insurance contribution. If B, C and/or D do not exist, the bidders who are not receiving full Employer insurance contribution shall be considered as provided under Section E(1), Eligible List.

E. **Other.** If the vacancy remains unfilled, the Appointing Authority shall have the option of filling the vacancy by the use of any of the following methods:

1. **Eligible List.** If a promotion is to be made from an eligible list or to a Routine Service position, selection shall be made from among bidders within the same seniority unit in which the vacancy exists who are not currently receiving a full Employer insurance contribution as well as employees within the same seniority unit in which the vacancy exists, whose names appear on the eligible list certified by the Department of Employee Relations or who have expressed interest in the Routine Service position, in the order of state seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders and applicants certified from the list or referred for Routine Service appointment; or
2. **Voluntary Demotion.** If a voluntary demotion is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary demotion; or
3. **Voluntary Transfer.** If a voluntary transfer is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary transfer; or
4. **Reinstatement.** If reinstatement is to be used, selection shall be made by reinstating a former employee; or
5. **Other.** The Appointing Authority may also use any other appointment procedure pursuant to statute.

Vacant positions which are not eligible for full Employer insurance contribution shall be filled in accordance with Article 12, Sections 5, 6 and 7 of the Master Agreement.

### **State Operated Community Services (SOCS) - Developmental Disabilities Fergus Falls Regional Treatment Center SOCS**

#### **Section 1. Hours of Work.**

**Consecutive Hours.** Article 5, Section 1(A) of the Master Agreement shall be supplemented and/or modified as follows:

**Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid meal periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

The Appointing Authority and the Local Union agree to Meet and Confer during the life of this agreement regarding part-time scheduling issues (including guaranteed weekends off and split shift).

**Schedule Posting.** Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Schedule Posting.** Work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day. Unit 4 employees, however, may have their schedules changed within the fourteen (14) day period if mutually agreeable between the supervisor and the employee. Any scheduled change pursuant to the above shall not result in the payment of overtime.

- A. **Client Job Opportunities.** For employees working in the SOCS DT&H, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement described above. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client. Any scheduled change pursuant to the above shall not result in the payment of overtime. The Appointing Authority shall consider the Classification Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.
- B. **All Services.** Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

For days on which the service at which an employee works is temporarily not open or is underutilized, the employee shall be offered, at the employee's option, a temporary reassignment, paid leave, or unpaid leave.

**Meal Periods.** Article 5, Section 1(D) of the Master Agreement shall be supplemented and/or modified as follows:

**Meal Periods.** Employees shall normally be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. No employee shall be scheduled for an unpaid meal period until after at least three (3) hours of work and no more than five (5) hours of work. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

**Work Day.** Article 5, Section 3(B) of the Master Agreement shall be supplemented and/or modified as follows:

**Work Day.** The normal work day shall consist of eight (8) or ten (10) hours of work within a twenty-four hour period.

To depart from the normal work day, to change the normal work day between an eight (8) and ten (10) hour day, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Article 5, Section 1C. When schedules are changed the new schedule shall be posted pursuant to Article 5, Section 1C of the Master Agreement. Existing schedules may remain in effect.

**Work Schedules.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Work Period.** The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen day (14) posting provided for in Article 5, Section 1 (C) of the Master Agreement. If no agreement can be reached, the following shall apply:

Full-time employees shall, at the Appointing Authority's discretion, be:

- a. Scheduled to work a 6-2-3 rotation.
- b. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week.
- c. Scheduled to work either a 7-5-3 rotation or a 3-5-7 rotation with every third weekend off (Saturday and Sunday).
- d. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- e. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- f. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

#### **Part-Time Hours Procedure:**

Part-time Unit 4 employees (excluding temporary and emergency employee) assigned may work additional hours within the fourteen (14) day posting period at the "straight time" rate in accordance with the following:

When there is a need for additional hours to be worked within the fourteen (14) day posting period, and the work cannot be performed by previously scheduled employees (e.g., temporary reassignment), the additional hours shall first be offered to the most senior employee, as determined by state seniority, who is capable of performing the work and who indicated, in writing, a desire to be offered the additional hours. Should the most senior employee choose not to accept the additional hours, the next most senior capable employee who has indicated, in writing, a desire to be offered the additional hours shall be offered the extra hours.

In the event all capable employees who have indicated a desire to be offered additional hours decline the offer, the Appointing Authority has the right to assign the hours to other employees (for example, intermittent, non-bargaining unit, or overtime) in order to accomplish the work. If a part-time employee is assigned to work as overtime, the part-time employee shall be eligible for overtime pay pursuant to the Collective Bargaining Agreement. However, indicating, in writing, a desire for additional hours and subsequently declining an offer for those additional hours shall eliminate the employee from eligibility for additional hours/voluntary overtime for that time.

Additional hours needed to be worked on a holiday shall be distributed according to the overtime provisions of the Supplemental Agreement between FFRTC and Local 735, AFSCME Council 6.

Employees requesting leave time from their regular shift will not be offered extra hours that day. Employees accepting extra hours will not be granted leave time from their regularly scheduled shift.

Employees accepting extra hours are expected to keep their commitment for the extra hours as though they were part of their normally scheduled shift.

A part-time employee would not be eligible to be offered additional hours if it would result in payment of overtime pursuant to the Fair Labor Standards Act. Additional hours worked under this procedure shall not affect the part-time employee's eligibility status under Article 12, Section 6, or Article 19, Section 3A or B.

Any hours assigned to part-time employees beyond the fourteen (14) day posting period are not subject to these provisions.

**Fixed Night Shift.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Fixed Night Shift.** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible and/or successful bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee based on State Seniority not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shifts and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same work area, classification, and option and each employee is capable and qualified for the position to which he/she is moving.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

**Reduction to Part-time.** The Appointing Authority may permanently change a full-time employee's employment condition to part-time by mutual written agreement between the employee, Appointing Authority and Local Union. The Appointing Authority agrees to provide a list of affected benefits prior to the reduction.

## **Section 2. Overtime.**

**Overtime Distribution.** Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.
2. In the event all capable employees then on duty decline the work, the overtime work shall be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the work.
3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.
2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among the class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. In the event no employee is scheduled for such shift, the overtime shall be assigned to the least senior capable employee in the same work unit. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

**Overnight Activities.** Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees working in SOCS 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.

### Section 3. Holiday Pay.

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

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

### Section 4. Vacation Leave.

Vacation Requests. Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

Any requests for a vacation of one (1) working day or more which is submitted five (5) calendar weeks or more in advance of the requested date of the start of the vacation shall be posted within seven (7) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees who may desire to request vacation for the same period to do so.

When a SOCS is initially established and an employee fills a vacancy in such SOCS, any previously approved vacation may be rescinded, if necessary, and the employee may resubmit his/her vacation request in the new SOCS.

### Section 5. Job Safety.

Article 11, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Local Safety Committee. There shall be established in each department and/or principal place of employment (for example: institutions; hospitals, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee, including Residential Services and Day Services, may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

#### **Section 6. Vacancies, Filling of Positions.**

**Vacancies.** Article 12, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Defined.** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements; or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

#### **B. Exceptions.**

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.
2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

**Reassignment.** Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

- A. **Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within ten (10) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1.
- B. **Between Work Areas or Shifts.** If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the Appointing Authority may reassign to the position within forty (40) miles. The Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned. However, if the position is in the State Operated Community Service, the position shall first be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder as described above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment as described above. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.
- C. **Temporary Reassignment.** Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. However, if an employee is to be temporarily reassigned from a Regional Treatment Center to a State Operated Community Service or if an employee is to be temporarily reassigned from a State Operated Community Service to another State Operated Community Service, the Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the temporary reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be temporarily reassigned. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

**Job Posting.** Article 12, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans in existence is attached in Appendix J.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date. However, when a SOCS is initially established and it is anticipated that the position in the new Service cannot be filled within the four (4) weeks, the posting shall state the date it is expected the position will be filled. In addition, for positions in previously established SOCS, the vacancy shall be filled by the successful bidder within fourteen (14) days after the bidder has completed all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

### **Section 7. Relocation Allowances.**

Article 21, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Eligibility.** Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least forty (40) miles or more from the employee'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 employees who currently commute forty (40) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is forty miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

### **Section 8. Labor/Management Committees.**

Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

**Local Labor/Management Committees.** A local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities; regional treatment centers, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

## **DEPARTMENT OF HUMAN SERVICES/MOOSE LAKE STATE OPERATED SERVICES (SOS)**

### **Article 1** **Meal Periods**

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services facilities (other than the night shift), and excluding other straight eight (8) hour shift employees, meal periods are normally to be granted between the hours of 11:00 A.M. and 1:00 P.M. or between the hours of 5:00 P.M. and 7:00 P.M. Employees may request alternate meal periods.

### **Article 2** **Turnaround Time**

Article 5, Section 3C of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority shall attempt to schedule Unit 4 employees for a middle shift if the employee is required to report the following day on an early shift. However, the number of hours between scheduled shifts shall not be less than seven and one-half (7-1/2) hours.

### **Article 3** **Work Schedules**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period**. Full-time employees except for those employees covered by subsection 2 below shall at the Appointing Authority's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
  - c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday Sunday) off. Scheduled days off need not be consecutive.
2. **Full-time Unit 4 employees**. For full-time Unit 4 employees assigned to fixed nights the scheduling patterns/practices in effect as of the effective date of the Master Agreement shall continue. With the agreement of the employee and the supervisor, the above-referenced scheduling pattern/practice may be changed. The Appointing Authority retains the right to permanently change the scheduling pattern pursuant to the terms of this Supplemental Agreement.

The scheduling pattern/practice for full-time employees in effect on the effective date of the Master Agreement shall continue.

The Appointing Authority may change the starting or ending times of a shift up to and including two (2) hours.

Employees may be temporarily scheduled other than the established schedule for purposes such as training, staff development, informational meetings, team meetings, and special projects.

If due to a change in the operation of a unit/program, it becomes necessary to permanently change the scheduling pattern in the operation of a unit/program, in the interest of efficient operations, to meet the needs of the public, the Department, or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) posting period provided for in Article 5, Section 1(C) of the Master Agreement.

### **Part-time Employees**

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

If a part-time employee is scheduled to work consecutive seven (7) day periods, they must be scheduled for a minimum of two (2) days off between those seven (7) day periods.

### **Part-time Hours procedure:**

The following Part-time Hours Procedure shall apply to all Unit 4 MLRSOS Mental Health and Chemical Dependency program employees but only to Security Counselors and Food Service Workers at the Minnesota Sexual Psychopathic Personality Treatment Center.

If additional coverage is needed within the fourteen (14) day posting period, and the work cannot be performed by previously scheduled employees (i.e., temporary reassignment), the Appointing Authority shall first offer this work to part-time employees. The offering of such work shall be in accordance with the voluntary portion of the overtime distribution procedure. If a part-time employee accepts the offered work, the part-time employee shall not be eligible for "penalty pay."

A part-time employee would not be eligible to be offered such work if the additional hours would result in the payment of overtime pursuant to the Fair Labor Standards Act.

If no eligible part-time employee accepts the work, the Appointing Authority is not required to assign the work to a part-time employee. For example, the Appointing Authority may use one of the following methods of securing resources (this list is not inclusive):

- the use of an intermittent employee,
- use of a non-bargaining unit employee,
- overtime.

Any hours assigned to part-time employees beyond the fourteen (14) day posting period are not subject to the provisions of this Agreement.

If a part-time employee is assigned to work as overtime, the part-time employee shall be eligible for overtime pay pursuant to the Collective Bargaining Agreement.

Any additional hours worked by a part-time employee under this provision shall not be considered in a part-time employee's eligibility for health insurance.

3. **Intermittent Employees.** The parties agree to meet and confer within ninety (90) days of the ratification of the Master Agreement to discuss scheduling of intermittent employees.
4. **Fixed Night Shift (for all units except Units 2 and 7):** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least State Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. The most senior capable and qualified employee, based on State Seniority within or among class(es) in the work area from which the reassignment is to occur, shall be reassigned if he/she requests such reassignment. If no such request is made, and if it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift unless the least senior employee has been scheduled off on a holiday pursuant to Article 7, Section 8 of the Master Agreement. In this case, the least senior employee who has not been scheduled off for a holiday shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,

- Notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee in the same employment condition not on the fixed night shift with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee in the same employment condition with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or.
  - Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees must be within or among class(es) as determined by the Appointing Authority and each employee is capable and qualified for the position to which he/she is moving.
5. **Shifts Between Days Off**. No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the Section Work Schedules.

#### **Article 4** **Holiday Pay**

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

Article 7, Section 5, Holidays on Day Off, of the Master Agreement shall be supplemented and/or modified as follows:

When any of the holidays identified in Article 7, Section 2A or 2B, of the Master Agreement, fall on an employee's regularly scheduled day off, the number of holiday hours earned will be credited to the employee's compensatory bank.

Article 7, Section 8B2, Payment for Work on a Holiday, of the Master Agreement shall be supplemented and/or modified as follows:

2. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 7 above. Such holiday time shall be credited to the employee's compensatory bank.

Employees whose holiday pay is prorated shall also be compensated in the above manner for work on a holiday.

**Article 5**  
**Flex-Time Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

**Article 6**  
**Overtime**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

**Assignment**

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

**Distribution**

For employees in Units 3 and 4:

The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among classes as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the most senior capable employee then on duty shall be offered the overtime.
2. In the event all capable employees then on duty decline the work and the work would commence in one (1) or more hours, the overtime work shall be offered to the most senior employee(s), as determined by State Seniority, within or among classes as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the work.
3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among class(es) in which the overtime was initially offered to employees then on duty and in the same work unit who are capable of performing the work. This includes any capable employee on duty when the overtime assignment is made and whose shift ends not more than two (2) hours before the start of the overtime work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee who has indicated a desire to be offered the overtime shall be offered the work.
2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) in which the overtime was initially offered, to the least senior capable employees in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. This would include any shift which ends not more than two (2) hours before the start of the overtime work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

#### **Security Counselors - MSPPTC**

1. Residential Security Counselors can neither be offered nor assigned overtime for a Security-Security Counselor shift. Security-Security Counselors can neither be offered nor assigned overtime for a Residential Security Counselor shift.
2. Overtime shall not be forced outside of the work area requiring the coverage. However, Residential Security Counselors may sign up on the Voluntary Overtime Sign-up Sheet to work overtime on any of the three Residential work areas.

#### **Article 7** **Overnight Activities**

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees 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.

#### **Article 8** **Vacation Requests**

Article 8, Sections 3 and 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employees may submit requests for vacation up to one (1) year in advance, however, from six (6) months to one (1) year shall only be for vacations of five (5) consecutive work days or more.

Employees desiring to cancel vacations must give their supervisor a minimum of four (4) weeks notice prior to the Wednesday of the posting period for which a vacation of five (5) consecutive days or more had been approved.

All other vacation cancellations shall be subject to Master language. The parties agree to meet and confer ninety (90) days of ratification of the Master Agreement to discuss transferring of approved vacation leave upon a successful bid to a new work area.

**Article 9**  
**Clean-up**

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

Employees who become unduly soiled shall be allowed time to clean-up and or change clothes with the permission of the supervisor which shall not be unreasonably denied.

**Article 10**  
**Union Meetings**

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

The Appointing Authority agrees to make a reasonable effort to schedule one Local Union Officer, Executive Board member, or steward from each scheduling unit to an early shift once monthly on the day of the Local Union meeting provided the employee to be re-scheduled notifies his/her supervisor of the Local Union meeting at least seven (7) days prior to the posting of the schedule.

**Article 11**  
**Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

**Article 12**  
**Filling of Positions**

Article 12, Section 7 (A) of the Master Agreement shall be implemented and/or modified as follows:

**Vacancies, defined:** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in the Supplemental Agreements, or a shift opening in the seniority unit which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

**Exceptions:**

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.
2. When the Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of State Seniority within Classification, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders.

**State Operated Community Services (SOCS) - Developmental Disabilities**  
**Moose Lake State Operated Services**

**Section 1. Hours of Work.**

**Consecutive Hours.** Article 5, Section 1(A) of the Master Agreement shall be supplemented and/or modified as follows:

**Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid meal periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

**Schedule Posting.** Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Schedule Posting.** For employees working in SOCS, work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day.

- A. **Client Job Opportunities.** For employees working in the SOCS DT&H/DD Crisis Services, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client or address admission into a crisis home or outreach service.

For services identified in A, any scheduled change pursuant to the above shall not result in the payment of overtime. The Appointing Authority shall consider the State Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.

- B. **All Services.** Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

For days on which the service at which an employee works is temporarily not open or is under-utilized, the employer may offer the employee the choice of any combination of the following: a temporary reassignment, paid leave, or unpaid leave. The resulting assignment/leave shall be mutually agreeable to the employee and supervisor.

### **Part-Time Hours Procedure:**

If additional work is needed within the fourteen (14) day posting period, and the work cannot be performed by previously scheduled employees (i.e., temporary reassignment), the Appointing Authority shall first offer this work to part-time employees. The offering of such work shall be in accordance with the voluntary portion of this overtime distribution procedure. If a part-time employee accepts the offered work, the part-time employee shall not be eligible for "penalty pay."

A part-time employee would not be eligible to be offered such work if the additional hours would result in the payment of overtime pursuant to the Fair Labor Standards Act.

If no eligible part-time employee accepts the work, the Appointing Authority is not required to assign the work to a part-time employee. For example, the Appointing Authority may use one of the following methods of securing resources (this list is not inclusive):

- use of an intermittent employee;
- use of a non-bargaining unit employee;
- overtime.

Any hours assigned to part-time staff beyond the fourteen (14) day posting period are not subject to the provisions of this agreement.

If a part-time employee is assigned to work as overtime, the part-time employee shall be eligible for overtime pay pursuant to the Collective Bargaining Agreement.

Any additional hours worked by a part-time employee under this provision shall not be considered in a part-time employee's eligibility for health insurance.

**Meal Periods.** Article 5, Section 1(D) of the Master Agreement shall be supplemented and/or modified as follows:

**Meal Periods.** Employees shall normally be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. No employee shall be scheduled for an unpaid meal period until after at least three (3) hours of work and no more than five (5) hours of work. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

**Work Day.** Article 5, Section 3(B) of the Master Agreement shall be supplemented and/or modified as follows:

**Work Day.** The normal work day shall consist of eight (8) or ten (10) hours of work within a twenty-four hour period exclusive of a duty free lunch.

To depart from the normal work day, to change the normal work day between an eight (8) and ten (10) hour day, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Article 5, Section 1C. When schedules are changed the new schedule shall be posted pursuant to Article 5, Section 1C of the Master Agreement. Existing schedules may remain in effect.

**Work Schedules.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Work Period.** The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen day (14) posting provided for in Article 5, Section 1 (C) of the Master Agreement. If no agreement can be reached, the following shall apply:

Full-time employees shall, at the Appointing Authority's discretion, be:

- a. Scheduled to work a 6-2-3 rotation.
- b. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week.
- c. Scheduled to work either a 7-5-3 rotation or a 3-5-7 rotation with every third weekend off (Saturday and Sunday).
- d. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- e. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- f. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Employees may be temporarily scheduled other than the established schedule for purposes such as training, staff development, informational meetings, team meetings, and special projects without penalty pay.

**Part-time Employees:**

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

If a part-time employee is scheduled to work consecutive seven (7) day periods, they must be scheduled for a minimum of two (2) days off between those seven (7) day periods.

The Appointing Authority and the Local Union agree to meet and confer regarding scheduling patterns for part-time staff, including hours of work and scheduled weekends off.

### Intermittent Employees:

Intermittent employees may be scheduled to cover vacation, sick leave, leaves of absence, and workers' compensation situations. However, in all cases part-time employees shall be offered the additional hours first, if the hours do not result in the payment of overtime.

The parties agree to meet and confer within ninety (90) days of ratification of the Master Agreement to further clarify scheduling intermittent employees.

**Fixed Night Shift.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Fixed Night Shift.** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee based on State Seniority not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shifts and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee in the same employment condition not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee in the same employment condition with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees must be within or among class(es) as determined by the Appointing Authority, are in the same work area, and each employee is capable and qualified for the position to which he/she is moving.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

#### **Shifts Between Days Off:**

No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

#### **Section 2. Overtime**

**Overtime Distribution.** Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.

2. In the event all capable employees then on duty decline the work, the overtime work shall be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the work.
3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.
2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. In the event no employee is scheduled for such shift, the overtime shall be assigned to the least senior capable employee in the same work unit. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on State Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

**Overnight Activities.** Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees working in SOCS 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.

### **Section 3. Holiday Pay.**

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

For employees working in the SOCS, if an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

Article 7, Section 5, Holidays on Days Off, of the Master Agreement shall be supplemented and/or modified as follows:

When any of the holidays identified in Article 7, Section 2A or 2B, of the Master Agreement, fall on an employee's regularly scheduled day off, the number of holiday hours earned will be credited to the employee's compensatory bank.

Article 7, Section 8B2, Payment for Work on a Holiday, of the Master Agreement shall be supplemented and/or modified as follows:

2. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 7 above. Such holiday time shall be credited to the employee's compensatory bank.

Employees whose holiday pay is prorated shall also be compensated in the above manner for work on a holiday.

#### **Section 4. Vacation Leave.**

**Vacation Requests.** Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

When a SOCS is initially established and an employee fills a vacancy in such SOCS, any previously approved vacation may be rescinded, if necessary, and the employee may resubmit his/her vacation request in the new SOCS.

Any time an employee bids, voluntarily transfers or voluntarily demotes to fill a vacancy in an existing SOCS, any previously approved vacation may be rescinded if an employee already working in the SOCS has approved leave for any of the same days. This would not include employees who accept a SOCS vacancy as an MOU option. This change shall be prospective and shall be noted on the job posting.

Employees desiring to cancel vacations must give their supervisor a minimum of four (4) weeks notice prior to the Wednesday of the posting period for which vacation has been approved.

#### **Section 5. Job Safety.**

Article 11, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

**Local Safety Committee.** There shall be established in each department and/or principal place of employment (for example: institutions; hospitals, including Services Regional SOS and SOCS; colleges; transportation department areas; Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and

Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee, including Residential Services and Day Services, may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

#### **Section 6. Vacancies. Filling of Positions.**

**Vacancies.** Article 12, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Defined.** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements; or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

#### **B. Exceptions.**

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.

2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

**Filling of Positions.** Article 12, Section 7 (A) of the Master Agreement shall be implemented and/or modified as follows:

Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of State Seniority within Classification, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders.

**Reassignment.** Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

- Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within ten (10) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1.
- Between Work Areas or Shifts.** If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the Appointing Authority may reassign to the position within forty (40) miles. The Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned.
- Temporary Reassignment.** Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

**Job Posting.** Article 12, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date. However, when a SOCS is initially established and it is anticipated that the position in the new Service cannot be filled within the four (4) weeks, the posting shall state the date it is expected the position will be filled. In addition, for positions in previously established SOCS, the vacancy shall be filled by the successful bidder within fourteen (14) days after the bidder has completed all required training.

### **Section 7. Relocation Allowances.**

Article 21, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Eligibility.** Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least forty (40) miles or more from the employee'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 employees who currently commute forty (40) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is forty miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

### **Section 8. Labor/Management Committees.**

Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

**Local Labor/Management Committees.** A local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities; regional treatment centers, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

## **Section 9. Expenses.**

Article 20, Section 2, of the Master Agreement shall be supplemented and/or modified as follows:

Employees (except intermittent employees) who are temporarily reassigned within the six work areas in the Duluth/Greater Duluth location are not eligible for automobile expenses.

Employees (except intermittent employees) who are temporarily reassigned within the two (2) work areas in the Cloquet area location are not eligible for automobile expenses.

Intermittent employees are not eligible for automobile expenses within their own work area.

## **DEPARTMENT OF HUMAN SERVICES/ST. PETER REGIONAL TREATMENT CENTER**

### **Article 1** **Meal Periods**

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services institutions (other than the night shift), meal periods are normally to be granted between the hours of 11:00 A.M. and 1:00 P.M. or between the hours of 5:00 P.M. and 7:00 P.M. Employees may request alternate meal periods.

### **Article 2** **Work Schedules**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period.** Full-time employees shall at the Appointing Authority's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
  - c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday Sunday) off. Scheduled days off need not be consecutive.
  - d. Full-time Security Counselors and Security Counselor Leads of the Minnesota Security Hospital shall be scheduled to work five (5) consecutive days with two (2) consecutive days off. Days off shall be determined by classification seniority.

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work. At the request of part-time employees and approval of the Appointing Authority, such part-time employees may be scheduled eight (8) consecutive days with six (6) days off.

2. **Fixed Night Shift (for all units except Units 2 and 7).** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

However, part-time employees permanently assigned to a fixed night shift may volunteer to be scheduled for other shifts to cover staffing shortages caused by leaves (paid or unpaid) of six (6) months or less or to cover the time necessary to fill a position during the posting and bidding process. If more than one employee volunteers, the most senior employee, by state seniority, will be selected. Each party may cancel such agreement with sixty (60) days written notice to the other party. The cancellation of this language can apply to each local independently.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee in the same employment condition and same insurance eligibility not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee in

the same employment condition and same insurance eligibility with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

3. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

4. **Reduction to Part-time.** The Appointing Authority may permanently change a full-time employee's employment condition to part-time by mutual agreement between the employee, Appointing Authority, and Local Union. The Appointing Authority agrees to develop a worksheet explaining the effect of reduction to part-time on leave accruals, insurance eligibility and Employer insurance contribution.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the section Work Schedules.

### **Article 3** **Holiday Pay**

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the work day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off and Article 7, Section 8 of the Master Agreement shall apply.

### **Article 4** **Flex-Time Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

### **Article 5** **Overtime Assignment**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

For the purpose of assigning overtime, when there are no volunteers, full insurance eligible employees may not be assigned to another shift on scheduled days off or after their last scheduled shift before days off except in emergency situations. Part-time employees working less than seventy-five (75) percent time may not be involuntarily assigned an overtime assignment before scheduled vacation days or scheduled weekends off.

When client transportation is requested per the SPRTC contract with a county and if overtime will potentially be incurred, the first driver will be taken, in State seniority order, from a list of trained AFSCME staff who are on duty. AFSCME staff within the MI/DD program shall be offered the opportunity to volunteer for the list of trained driver needs to be assigned to drive or accompany a trip at least once every four months to keep their eligibility current.

Any additional staff required to accompany the driver in these potential overtime situations will be selected from AFSCME staff in the MI/DD program, per SPRTC Supplemental language, unless there are drivers on the trained list who have not driven or accompanied a trip within the last three months and thus need to be assigned in order to maintain their eligibility as described above. If overtime is incurred to fill a shift vacated by a transport, the established overtime language will be followed.

### **Distribution**

For all employees except those in the Minnesota Security Hospital:

Overtime work shall first be offered to the most senior employee(s) based on State Seniority within or among class(es) as determined by the Appointing Authority and who are permanently assigned in the same work unit who are capable of performing the work available. The overtime work shall first be offered to employees then on duty and permanently assigned in the same work unit if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the overtime assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section.

In the event all capable employees in the same work unit decline the overtime work, and time permits, the Appointing Authority shall then offer the overtime to employees on duty within the Division based on State Seniority.

In the event all capable employees within the Division decline the overtime work and time permits, the Appointing Authority shall then use the "call list" to offer the overtime to employees not on duty based on State Seniority.

In the event all capable employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of State Seniority among capable employees. Employees who are prohibited from being inversed because of medical restrictions will be prohibited from volunteering for extra hours that are contrary to the restrictions. In Units 3 and 4, the assignment shall be rotated within each pay period beginning with the least senior capable employee based on State Seniority. In all instances, the overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift. Employees who want voluntary overtime offered to them shall indicate such in writing. At the option of the employee, the employee shall either:

- (1) before the beginning of the pay period indicate the days and shifts of each pay period which they want to be offered the overtime; or,
- (2) once every six (6) months indicate that they want to be offered overtime.

If the Appointing Authority determines to eliminate option 2 above, the Appointing Authority shall meet and confer with the Local Union prior to the elimination of this option. However, the Appointing Authority retains the right to assign overtime, in inverse order of State Seniority among capable employees who are scheduled to work the shift preceding the overtime assignment in the event that all capable employees decline overtime work.

Once overtime is assigned/granted to an employee, it cannot be canceled so that an intermittent employee can work, unless the employee originally assigned/granted the overtime agrees.

Employees shall not be assigned mandatory overtime to the night shift if they are currently working a late shift and scheduled to work a late shift the next day followed by an early shift on the day after that.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution procedure.

### Liquidation

Article 6, section 5a of the Master Agreement shall be supplemented and/or modified as follows if it is determined to be possible utilizing the new Statewide Payroll System (SEMA4).

Employees shall elect each pay period whether all or a portion of overtime hours earned in that pay period shall be assigned to a compensatory bank. Any remaining overtime hours earned shall be in cash.

### Article 6 Overnight Activities

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees 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.

Article 6, Section 7 of the Master Agreement shall be supplemented and/or modified as follows for staff in the Mental Health Community Services:

On-Call. An employee shall be in an on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

An employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes for straight time for each one (1) hour of on-call status. Employees may be scheduled for up to sixteen (16) consecutive hours on-call or for twenty-four (24) consecutive hours.

An employee called to work while in on-call status shall be compensated as provided in Section 6 of this Article. An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than eight (8) consecutive hours. An employee shall have the choice of receiving on-call pay in cash or compensatory overtime.

An effort shall be made to distribute on-call work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who request the on-call work. If practicable, employees shall be notified of the on-call assignment at least one (1) month in advance.

#### **Article 7** **Union Meetings**

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

The Appointing Authority agrees to make a reasonable effort to schedule one Local Union Officer, Executive Board member, or steward from each work area to an early shift once monthly on the day of the Local Union meeting provided the employee to be rescheduled notifies his/her supervisor of the Local Union meeting at least seven (7) days prior to the posting of the schedule.

#### **Article 8** **Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

#### **Article 9** **Vacancies, Filling of Positions**

Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of Classification Seniority, provided the senior employee's ability and capacity to perform the job is relatively equal to that of other bidders.

If the Appointing Authority combines any part-time positions which are occupied in order to create a full-time position, the Appointing Authority shall notify the Local Union, in writing. If the Local Union notifies the Appointing Authority within seven (7) calendar days of receipt of this notice of its desire to meet, the parties shall meet and confer prior to the posting of such position.

Article 12, section 4, of the Master Agreement shall be supplemented and/or modified as follows:

When the Appointing Authority determines to fill a vacancy under Article 12, Section 4B or 4C, the vacancy shall first be posted and bid according to Article 12, Sections 5, 6, and 7. However, in these instances, bidding will be restricted to employees in the same (or a higher) insurance eligibility status as the current vacancy. If there are no eligible bidders, the permanent shift opening shall be filled pursuant to Article 12, Section 4 (B). Each party may cancel such agreement with sixty (60) days written notice to the other party. The cancellation of this language can apply to each Local independently.

#### **Article 10** **Shift Differential**

Article 18, Section 5, of the Master Agreement shall be supplemented and/or modified as follows:

An employee required to come in prior to their posted shift to cover ECT appointments, shall be considered to be on a shift change.

**Article 11**  
**Vacation Coverage**

When full-time and part-time employees cannot be scheduled to provide for vacation coverage without incurring overtime, then intermittents may be scheduled. In those situations, they can be scheduled only for an employee's regularly scheduled shift.

**State Operated Community Services (SOCS) - Developmental Disabilities**  
**St. Peter Regional Treatment Center SOCS**

**Section 1. Hours of Work.**

**Consecutive Hours.** Article 5, Section 1(A) of the Master Agreement shall be supplemented and/or modified as follows:

**Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid meal periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

**Schedule Posting.** Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Schedule Posting.** For employees working in SOCS, work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day.

A. **Client Job Opportunities.** For employees working in the SOCS DT&H, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client.

Any scheduled change pursuant to the above shall not result in the payment of overtime. The Appointing Authority shall consider the Classification Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.

B. **All Services.** Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

For days on which the service at which an employee works is temporarily not open or is under-utilized, the employee shall be offered, at the employee's option, a temporary reassignment, paid leave, or unpaid leave.

**Meal Periods.** Article 5, Section 1(D) of the Master Agreement shall be supplemented and/or modified as follows:

**Meal Periods.** Employees shall normally be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. No employee shall be scheduled for an unpaid meal period until after at least three (3) hours of work and no more than five (5) hours of work. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

**Work Day.** Article 5, Section 3(B) of the Master Agreement shall be supplemented and/or modified as follows:

**Work Day.** The normal work day shall consist of eight (8) or ten (10) hours of work within a twenty-four hour period exclusive of a duty free lunch.

To depart from the normal work day, to change the normal work day between an eight (8) and ten (10) hour day, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Article 5, Section 1C. When schedules are changed the new schedule shall be posted pursuant to Article 5, Section 1C of the Master Agreement. Existing schedules may remain in effect.

**Work Schedules.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Work Period.** The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen day (14) posting provided for in Article 5, Section 1 (C) of the Master Agreement. If no agreement can be reached, the following shall apply:

Full-time employees shall, at the Appointing Authority's discretion, be:

- a. Scheduled to work a 6-2-3 rotation.
- b. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week.
- c. Scheduled to work either a 7-5-3 rotation or a 3-5-7 rotation with every third weekend off (Saturday and Sunday).
- d. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- e. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- f. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

**Fixed Night Shift.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Fixed Night Shift.** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee based on State Seniority not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shifts and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same work area, classification, and option and each employee is capable and qualified for the position to which he/she is moving.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

## **Section 2. Overtime**

**Overtime Distribution.** Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.
2. In the event all capable employees then on duty decline the work, the overtime work shall be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the work.

3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.
2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among the class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. In the event no employee is scheduled for such shift, the overtime shall be assigned to the least senior capable employee in the same work unit. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

**Overnight Activities.** Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees working in SOCS 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.

### **Section 3. Holiday Pay**

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

For employees working in the SOCS, if an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

#### **Section 4. Vacation Leave**

**Vacation Requests.** Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

When a SOCS is initially established and an employee fills a vacancy in such SOCS, any previously approved vacation may be rescinded, if necessary, and the employee may resubmit his/her vacation request in the new SOCS.

#### **Section 5. Job Safety**

Article 11, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

**Local Safety Committee.** There shall be established in each department and/or principal place of employment (for example: institutions; hospitals, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee, including Residential Services and Day Services, may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

## **Section 6. Vacancies, Filling of Positions**

**Vacancies.** Article 12, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

- A. **Defined.** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements; or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.
- B. **Exceptions.**
1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.
  2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

**Reassignment.** Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

- A. **Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within ten (10) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1.
- B. **Between Work Areas or Shifts.** If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the Appointing Authority may reassign to the position within forty (40) miles. The Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned. However, if the position is in the State Operated Community Service, the position shall first be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder as described above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment as described above. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

C. **Temporary Reassignment.** Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. However, if an employee is to be temporarily reassigned from a Regional Treatment Center to a State Operated Community Service or if an employee is to be temporarily reassigned from a State Operated Community Service to another State Operated Community Service, the Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the temporary reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be temporarily reassigned. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

**Job Posting.** Article 12, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans in existence is attached in Appendix J.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date. However, when a SOCS is initially established and it is anticipated that the position in the new Service cannot be filled within the four (4) weeks, the posting shall state the date it is expected the position will be filled. In addition, for positions in previously established SOCS, the vacancy shall be filled by the successful bidder within fourteen (14) days after the bidder has completed all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

### **Section 7. Relocation Allowances**

Article 21, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Eligibility.** Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least forty (40) miles or more from the employee'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 employees who currently commute forty (40) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is forty miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

### **Section 8. Labor/Management Committees**

Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

**Local Labor/Management Committees.** A local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities; regional treatment centers, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

## **DEPARTMENT OF HUMAN SERVICES/WILLMAR REGIONAL TREATMENT CENTER**

### **Article 1** **Meal Periods**

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services institutions (other than the night shift), meal periods are normally to be granted between the hours of 11:00 a.m. and 1:00 p.m. or between the hours of 5:00 p.m. and 7:00 p.m. Employees may request alternate meal periods.

### **Article 2** **Work Schedules**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period.** Full-time employees shall at the Appointing Authority's discretion be:
  - a. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week; or
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or
  - c. Scheduled to work a 7-5-3 rotation with every third weekend (Saturday and Sunday) off; or
  - d. Scheduled to work a 3-5-7 rotation with every third weekend (Saturday and Sunday) off; or
  - e. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday). Scheduled days off need not be consecutive; or
  - f. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive; or
  - g. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

2. **Fixed Night Shift (for all units except Units 2 and 7).** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,

- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
- For employees who were permanently assigned to the fixed night shift, notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee. However, this provision shall not be applicable to employees who bid on and were awarded a fixed night shift vacancy; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

3. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

4. **Requests for Shift Changes.** The Local Union and the Appointing Authority agree to meet and confer regarding the process for requesting shift changes prior to the 14-day posting period.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the section Work Schedules.

**Article 3**  
**Holiday Pay**

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the work day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

**Article 4**  
**Flex-Time Scheduling**

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

**Article 5**  
**Overtime Assignment**

Article 6, Section 4, of the Master Agreement shall be supplemented and/or modified as follows:

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

**Distribution**

The Appointing Authority will make every effort to assign overtime as soon as practicable once the need for the overtime is known.

**All Employees Except Employees Assigned to the Power Plant:**

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want to be offered the overtime work before the beginning of the pay period.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, in the same work unit who are capable of performing the work and who indicated in writing, a desire to be offered the assignment.

Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.

- b. For Unit 4 employees assigned to the Developmentally Disabilities Division, if all employees in the residential work unit within or among classes as determined by the Appointing Authority who are capable of performing the work and who indicated in writing a desire to be offered the overtime choose not to accept the overtime offer, then the Appointing Authority may at the discretion of the Appointing Authority offer the overtime work to employees in the day program and working with the same residents as in the residential work unit on the basis of State Seniority within or among classes as determined by the Appointing Authority who are capable of performing the work and who indicated in writing a desire to be offered the overtime.

- c. In the event the capable employees who have indicated a desire to be offered the overtime, decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) in which the overtime was initially offered, to the least senior capable employee who is scheduled for the shift which immediately precedes the overtime assignment. In Units 3 and 4, the assignment shall be rotated within each pay period beginning with the least senior capable employee based on State Seniority.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

- a. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, and in the same work unit who are capable of performing the work.

Should the most senior employee choose not to accept the work the next most senior capable employee then on duty shall be offered the work.

- b. In the event all capable employees then on duty decline the work, and the work would commence in two (2) or more hours the overtime work shall be offered in order of State Seniority, among the class(es) determined by the Appointing Authority, to capable employees in the same work unit who have indicated in writing a desire to be offered the work.

- c. For Unit 4 employees assigned to the Developmental Disabilities Division, if all employees in the residential work unit (or, if the work would commence in less than one (1) hour all employees then on duty in the residential work unit) within or among classes as determined by the Appointing Authority who are capable of performing the work and choose not to accept the overtime offer, the Appointing Authority may at the discretion of the Appointing Authority offer the overtime work to employees in the day program then on duty on the basis of State Seniority within or among classes as determined by the Appointing Authority who are capable of performing the work and who indicated in writing a desire to be offered the overtime.

- d. In the event all capable employees (see a, b and c above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) in which the overtime was initially offered, to employees then on duty. In Units 3 and 4 the assignment shall be rotated within each pay period beginning with the least senior capable employee based on State Seniority.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

It is further understood that the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section.

The provisions of this Section of the Supplement shall remain in full force and effect unless either party notifies the other in writing at least thirty (30) days prior to the date of cancellation. If this provision of the Supplement is canceled, the provisions of Article 6, Section 4 (Distribution) of the Master Agreement shall govern.

#### **Employees Assigned to the Power Plant:**

Overtime shall be distributed pursuant to Article 6, Section 4 (Distribution) of the Master Agreement.

**Article 6**  
**Overnight Activities**

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees 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.

**Article 7**  
**Vacancies**

Article 12, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

**Voluntary Reduction in Employment Condition.** At the employee's request, the Appointing Authority may permanently change a full-time employee's employment condition to part-time by mutual written agreement between the employee, AFSCME Local 701, and the Appointing Authority. Prior to such an agreement, the Appointing Authority shall provide the employee a written description of the effect of the change on all benefits earned. The provisions of this Section of the Supplement shall remain in full force and effect unless either party notifies the other in writing at least thirty (30) days prior to the date of cancellation. If this provision of the Supplement is canceled, the provisions of Article 12, Section 2 of the Master Agreement shall govern.

**Article 8**  
**Summer Laundry Hours**

Prior to May 15 of each year, the Appointing Authority shall meet and confer with the Local Union regarding the establishment of laundry summer hours.

**Article 9**  
**Staffing Information**

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

**Article 10**  
**Vacation Leave**

The Appointing Authority and the Local Union agree to meet and confer to discuss vacation issues.

**Article 11**  
**Sick Leave Use**

The Local Union and the Appointing Authority agree to meet and confer regarding the establishment of a Sick Leave Incentive Program.

**Article 12**  
**Meet and Confer**

The Appointing Authority and the Local Union agree to meet and confer to discuss the following issues:

- Mental Health Pilots
- Distribution of overtime work for Unit 4 employees assigned to the Development Disabilities Division as described in Article 5 of this Supplemental Agreement.

**State Operated Community Services (SOCS) - Developmental Disabilities  
Willmar Regional Treatment Center SOCS**

**Section 1. Hours of Work.**

**Consecutive Hours.** Article 5, Section 1(A) of the Master Agreement shall be supplemented and/or modified as follows:

**Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid meal periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

**Schedule Posting.** Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Schedule Posting.** For employees working in SOCS, work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day.

A. **Client Job Opportunities.** For employees working in the SOCS DT&H, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client.

Any scheduled change pursuant to the above shall not result in the payment of overtime. The Appointing Authority shall consider the Classification Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.

B. **All Services.** Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

For days on which the service at which an employee works is temporarily not open or is underutilized, the employee shall be offered, at the employee's option, a temporary reassignment, paid leave, or unpaid leave.

**Meal Periods.** Article 5, Section 1(D) of the Master Agreement shall be supplemented and/or modified as follows:

**Meal Periods.** Employees shall normally be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. No employee shall be scheduled for an unpaid meal period until after at least three (3) hours of work and no more than five (5) hours of work. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

**Work Day.** Article 5, Section 3(B) of the Master Agreement shall be supplemented and/or modified as follows:

**Work Day.** The normal work day shall consist of eight (8) or ten (10) hours of work within a twenty-four hour period exclusive of a duty free lunch.

To depart from the normal work day, to change the normal work day between an eight (8) and ten (10) hour day, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Article 5, Section 1C. When schedules are changed the new schedule shall be posted pursuant to Article 5, Section 1C of the Master Agreement. Existing schedules may remain in effect.

**Work Schedules.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Work Period.** The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen day (14) posting provided for in Article 5, Section 1 (C) of the Master Agreement. If no agreement can be reached, the following shall apply:

Full-time employees shall, at the Appointing Authority's discretion, be:

- a. Scheduled to work a 6-2-3 rotation.
- b. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week.
- c. Scheduled to work either a 7-5-3 rotation or a 3-5-7 rotation with every third weekend off (Saturday and Sunday).
- d. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- e. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive.
- f. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

**Fixed Night Shift.** Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

**Fixed Night Shift.** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee based on State Seniority not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shifts and/or,
- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- Cover for days off of employees assigned to fixed nights; and/or,
- Temporarily assign more staff to the night shift; and/or,
- Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,
- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same work area, classification, and option and each employee is capable and qualified for the position to which he/she is moving.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

## **Section 2. Overtime**

**Overtime Distribution.** Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.
2. In the event all capable employees then on duty decline the work, the overtime work shall be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the work.

3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.
2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among the class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. In the event no employee is scheduled for such shift, the overtime shall be assigned to the least senior capable employee in the same work unit. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

**Overnight Activities.** Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees working in SOCS 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.

### **Section 3. Holiday Pay**

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

For employees working in the SOCS, if an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

#### **Section 4. Vacation Leave**

**Vacation Requests**. Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

When a SOCS is initially established and an employee fills a vacancy in such SOCS, any previously approved vacation may be rescinded, if necessary, and the employee may resubmit his/her vacation request in the new SOCS.

#### **Section 5. Job Safety**

Article 11, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

**Local Safety Committee**. There shall be established in each department and/or principal place of employment (for example: institutions; hospitals, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee, including Residential Services and Day Services, may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

## **Section 6. Vacancies, Filling of Positions**

**Vacancies.** Article 12, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Defined.** A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements; or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

B. **Exceptions.**

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.
2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

Article 12, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

**Voluntary Reduction in Employment Condition.** At the employee's request, the Appointing Authority may permanently change a full-time employee's employment condition to part-time by mutual written agreement between the employee, AFSCME Local 701, and the Appointing Authority. Prior to such an agreement, the Appointing Authority shall provide the employee a written description of the effect of the change on all benefits earned. The provisions of this Section of the Supplement shall remain in full force and effect unless either party notifies the other in writing at least thirty (30) days prior to the date of cancellation. If this provision of the Supplement is canceled, the provisions of Article 12, Section 2 of the Master Agreement shall govern.

**Reassignment.** Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Within a Work Area.** The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within ten (10) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1.

B. **Between Work Areas or Shifts.** If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the Appointing Authority may reassign to the position within forty (40) miles. The Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned. However, if the position is in the State Operated Community Service, the position

shall first be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder as described above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment as described above. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

- C. **Temporary Reassignment.** Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. However, if an employee is to be temporarily reassigned from a Regional Treatment Center to a State Operated Community Service or if an employee is to be temporarily reassigned from a State Operated Community Service to another State Operated Community Service, the Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the temporary reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be temporarily reassigned. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

**Job Posting.** Article 12, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans in existence is attached in Appendix J.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date. However, when a SOCS is initially established and it is anticipated that the position in the new Service cannot be filled within the four (4) weeks, the posting shall state the date it is expected the position will be filled. In addition, for positions in previously established SOCS, the vacancy shall be filled by the successful bidder within fourteen (14) days after the bidder has completed all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

## **Section 7. Relocation Allowances**

Article 21, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

**Eligibility.** Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least forty (40) miles or more from the employee'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 employees who currently commute forty (40) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is forty miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

## **Section 8. Labor/Management Committees**

Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

**Local Labor/Management Committees.** A local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities; regional treatment centers, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

## **IRON RANGE RESOURCES AND REHABILITATION BOARD**

### **Article 1** **Expense Allowances**

Article 20, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

**Meal Allowances.** Employees who incur any meal expense as a result of special conferences or special meetings required by the Employer shall be reimbursed for the actual cost of the meal in accordance with Article 20, Section 5 of the Master Agreement if such reimbursement is authorized in writing in advance by their immediate supervisor.

Employees performing required work more than thirty-five (35) miles from their principal place of employment shall be eligible for reimbursement for the actual cost of the noon meal in accordance with Article 20, Section 5, of the Master Agreement, if the work assignment extends over the normal noon meal period. Such reimbursements shall be authorized by the employee's immediate supervisor. Reimbursements shall also be considered to be authorized under the following circumstances:

1. If an employee submits a routine work schedule, indicating his/her possible claim for noon meal allowance and no oral or written denials are received from the Appointing Authority, or Supervisor(s) within a reasonable time, previous to the "claimed" day;
2. If oral approval is given by the employee's immediate supervisor prior to claiming that meal allowance, on the same day of a "claimed" noon meal.

## **Article 2** **Uniforms**

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

Whenever the Appointing Authority develops, or makes a formal dress/ uniform code and it is required that employees comply with that code, as a condition of employment, the Appointing Authority shall pay the necessary costs involved to have the employee(s) in compliance with the enforced code, according to the following:

1. Dress/uniform allowance shall not exceed \$100 per employee in any fiscal year.
2. Appointing Authority may furnish any, or all of the necessary uniforms/clothes and necessary laundering service if so desired. The Appointing Authority shall provide two (2) short sleeved shirts, two (2) long sleeved shirts, and three (3) pairs of pants.
3. Uniforms/clothing furnished by either of the above methods shall be left at the employee's worksite, if required by the Appointing Authority.
4. Upon a job assignment change and/or an employee's separation from State service, the Appointing Authority shall have the right to reclaim any, or all uniforms/clothing.
5. The Appointing Authority shall have the right to request the return of uniforms which are being replaced.

Whenever the Appointing Authority determines that special uniforms, jackets, hats, etc. shall be required as part of the work uniform, the Appointing Authority shall purchase the same and make them available to the employee. The provision of special uniforms shall be governed by points in 1-5 above.

The Appointing Authority agrees to perform an annual evaluation as to the number and condition of uniforms being provided to employees. The Appointing Authority agrees to implement the results of the evaluation if it determines changes are necessary. However, the Appointing Authority's determination of such changes shall not be subject to the grievance and arbitration provisions of Article 17.

**Article 3**  
**Holidays**

Article 7, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority may, with the agreement of the Local Union, designate substitute days for the observance of Veterans Day, Thanksgiving Day, Day After Thanksgiving, New Years Day, Martin Luther King Day, and Presidents Day for Giants Ridge Operation and Trails Division. The Appointing Authority may, with the agreement of the Local Union, designate substitute days for the observance of Memorial Day, Independence Day, and Labor Day for Ironworld.

**Article 4**  
**Giants Ridge Operation and Trails Division**

Article 5, Section 1C of the Master Agreement shall be supplemented and/or modified as follows:

**Work Schedules.** Work schedules showing the shifts, days, and hours of all employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective day. From November 1 through March 31 of each year, schedules may be changed with at least twenty-four (24) hours (weather report prediction time) notice to the employee. However, this provision shall not be invoked to change an employee's days that have been scheduled off during the fourteen (14) day posting. Employees who are qualified and capable may mutually agree to exchange days, shifts or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

**Article 5**  
**Ironworld**

Article 5, Section 1C of the Master Agreement shall be supplemented and/or modified as follows:

**Work Schedules.** Work schedules showing the shifts, days, and hours of all employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective day. From May 15 through September 15 of each year, schedules may be changed with at least twenty-four (24) hours (weather report prediction time) notice to the employee. However, this provision shall not be invoked to change an employee's days that have been scheduled off during the fourteen (14) day posting. Employees who are qualified and capable may mutually agree to exchange days, shifts or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

**Article 6**  
**Pay Differentials**

If a Department employee's total actual hours of operation for a particular piece of equipment equals or exceeds the minimum number of hours of training required to qualify for the piece of equipment and if the employee's operation of the equipment is determined by the Regional Supervisor to be satisfactory, such employee need no further certification for the types of equipment for which he/she has met the above requirements. However, such employee must complete the minimum number of hours of training required to operate other types of equipment before he/she can qualify for differential pay.

When the Appointing Authority determines that additional employee(s) should be trained for certification on any equipment at any principal place of work, the opportunity for such training shall be provided employees on the basis of Department Seniority within the principal place of work.

Employee(s) may be decertified for a) not meeting performance standards set by the Appointing Authority; b) equipment abuse as determined by the supervisor of the IRRRB Maintenance Shop in Eveleth; c) negligence in safety practices; d) deferral of offered equipment on the same piece of equipment three (3) consecutive times. When an employee defers an equipment assignment, the supervisor shall document such deferral by listing the date, place, and shift of deferral, and piece of equipment deferred. Such documentation shall be provided to the employee. Decertification shall be grievable under Article 17 of the Master Agreement.

Once decertified, the employee must complete the full training and operation schedule as required for certification on that piece of equipment again. Selection for recertification by the Appointing Authority shall be in accordance with the process above, at the next available training opportunity.

Intermittent Heavy Equipment Operator assignments shall be made on the basis of Departmental Seniority from among certified available employees capable of performing the work and assigned to the same principal place of work. For purposes of this Section, "Departmental Seniority" is defined as the length of continuous service within the IRRRB since the last day of entry into the IRRRB.

When more than one (1) certified employee is available for Heavy Equipment Operator assignment, the more senior certified operator of needed equipment shall have the right to defer an assignment to a less senior certified and available employee.

When heavy equipment moves into another principal place of work, the equipment will be operated by the most senior certified operator from the principal place of work where the equipment had been stationed.

Building demolition assignments shall be made to the most senior certified employee who is assigned to the IRRRB Administration building. If additional certified employees are necessary, the most senior certified employee in the Department and/or principal place of work closest to the actual work assignment shall be assigned to perform the work.

Whenever heavy equipment operator work assignments are made involving Class 3 heavy equipment, to perform building demolition work of any kind, the regular heavy equipment operator differential rate in effect, at that time, for that equipment shall be increased fifty percent (50%) of the rate difference, between Class 3 and Class 4 pay differentials. This differential rate shall be applied and payable for the actual hours involved (rounded to the nearest one-half hour) for the demolition type work but shall not include subsequent operations such as clean-up, filling, clearing, loading, etc. The immediate supervisor shall determine the starting and ending times of demolition work for payment purposes.

The equipment classified as Classification 3 shall be supplemented to include the operation of Snowgrooming Tractors, when used while snow grooming trails and/or grooming any other recreation area.

**Article 7**  
**Compensatory Bank**

The compensatory bank shall be liquidated on the last day of the last full pay period in September for all IRRRB employees except those employees who work exclusively at Ironworld. Ironworld employees shall liquidate compensatory banks on the last day of the last full pay period in March.

**Article 8**  
**Meet and Confer**

The parties agree to meet and confer regarding student workers.

**DEPARTMENT OF LABOR AND INDUSTRY**

**Article 1**  
**Flex-Time Scheduling**

The Appointing Authority and the local union may mutually agree to a flex-time scheduling plan.

**MINNESOTA STATE LOTTERY**

**Article 1**  
**Flex-Time**

The purpose of this article is to establish a voluntary flex-time program for employees of the work units within the Minnesota State Lottery.

**Section 1. Flex-Time Schedule Request - EDP Operations Technician Series.** This section is specifically designed for the EDP Operations Technician series and is unavailable for any other Lottery employees outside of that series. All other sections in this article, except Section 2 are applicable.

The flex-time schedule is based on a Wednesday through Tuesday forty (40) hour work week over a two (2) week eighty (80) hour payroll period.

Within the above prescribed parameters, the flex-time program shall allow an employee to request modification of his/her current work schedule according to the following schedule:

Eight (8) consecutive hours of work for each day of the Wednesday through Tuesday work week.

Twelve (12) consecutive hours of work for three (3) work days, and four (4) consecutive hours of work for one (1) day per week.

Nine (9) consecutive hours of work eight (8) days per pay period with one (1) eight (8) hour day.

Nine (9) consecutive hours of work four (4) days a week and four (4) consecutive hours of work one (1) day a week.

Consecutive hours of work shall exclude the normal unpaid lunch period during the work week.

The employee shall request participation in this program in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the date of implementation.

If necessary, the work week shall be adjusted in order to be in compliance with the Fair Labor Standards Act.

**Section 2. Flex-Time Schedule Request: Other Work Units.** This section is for all other work units in the Minnesota State Lottery except those defined in Article 2. All other sections in this article are applicable.

The flex-time schedule is based on a Wednesday through Tuesday forty (40) hour work week over a two (2) week eighty (80) hour payroll period.

Within the above prescribed parameters, the flex-time program shall allow an employee to request modification of his/her current work schedule according to the following schedule:

Eight (8) consecutive hours of work for each day of the Wednesday through Tuesday work week.

Ten (10) consecutive hours of work four (4) days out-of five (5) each Wednesday through Tuesday work week.

Nine (9) consecutive hours of work eight (8) days per pay period with one (1) eight hour day.

Nine (9) consecutive hours of work four (4) days a week and four (4) consecutive hours of work one (1) day a week.

Consecutive hours of work shall exclude the normal unpaid lunch period during the work week.

The employee shall request participation in this program in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the date of implementation.

Once the program is in effect, an employee may revert back to his/her original schedule by providing a fourteen (14) calendar day written notice to the immediate supervisor. Once such decision is made, the employee may not re-enter the program for a period of three (3) months.

If necessary, the work week shall be adjusted in order to be in compliance with the Fair Labor Standards Act.

**Section 3. Review of Requests.** Management retains the responsibility for denying or terminating individual flex-time schedules where they adversely affect the operation of the unit. Flex-time must not interfere with unit operations during the normal office hours of Monday through Friday. Further, management may exclude any employee or group of employees if flex-time would cause the Minnesota State Lottery to incur additional costs, be disruptive to the operation of the unit or result in reduced service to the public.

The immediate supervisor shall determine to approve or deny the flex-time request of an employee based upon job-related consideration including, but not limited to, the operation of the unit and the provision of service to the public. If there are conflicting requests from employees, and the needs of the supervisor require that not all requests may be approved, the supervisor shall approve (if all other considerations indicate approval) the request submitted by the employee with most state seniority within a team function, or by state seniority among all unit employees not on a team or in a specific function, or by state seniority among all unit employees. Management shall define "team" and "function" for the purposes of this article. Should conflicts still exist, they shall be resolved by lot.

The immediate supervisor shall provide the employee with written notice and explanation of the decision within seven (7) calendar days of request receipt. If an employee's request is denied, a copy of the written notice and explanation of the decision shall be available to the Union. No request may be unreasonably denied.

**Section 4. Altered Schedules.** Upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be temporarily altered for a duration of not more than fourteen (14) consecutive days at a time without regard to the above provisions provided that it does not result in payment of overtime. Any such alteration must also be scheduled so as not to require any full-time employee to work less than eighty (80) hours in a pay period, including paid leave time.

**Section 5. Holidays and Paid Leave Hours.** When the holiday falls on a day the employee normally works eight (8), nine (9), ten (10) or twelve (12) hours, the employee shall be paid holiday pay for the number of hours s/he would have worked that day had there been no holiday.

When the holiday falls on a day the employee normally works less than eight (8) hours, the schedule shall be changed with the closest holiday that still falls within the same Wednesday through Tuesday work week.

This article serves as the fourteen (14) days notice of these schedule changes during holidays as required under Article 5 of the Master Agreement.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time charged to the paid leave or taken as unpaid leave shall be for the total hours (or fraction thereof), they would have otherwise been in attendance at work that day.

**Section 6. Hours of Work.** The execution of this Supplemental Agreement hereby amends Section 2, Subdivision B (Work Day), and Subdivision C (Work Week, Work Period), of Article 5 of the Master Agreement so as to recognize the legitimacy of a twelve (12) hour work day and four (4) hour work day.

It is further agreed that no additional paid rest period shall be provided to an employee working on a flex-time schedule.

**Section 7. Appeals.** An employee may appeal in writing the decision of the immediate supervisor to deny or revoke a flex-time schedule to the Unit Manager who shall respond in writing. If not resolved at that level, the decision may be appealed in writing to the Assistant Director or Director as appropriate who shall respond in writing. The decision of the Assistant Director or Director is final and shall not be subject to Article 17 of the Master Agreement unless the action giving rise to the appeal is a violation of a specific provision of that Agreement.

**Section 8. Duration.** This Supplemental Agreement shall be in effect for an indefinite period beginning the effective date of the Agreement. Should problems occur with this Agreement after its effective implementation date, the parties agree to meet and confer in an effort to resolve any issues may arise.

**Article 2**  
**Overtime**

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The Employer will make every effort to assign overtime as soon as practical once the need for overtime is known.

**DEPARTMENT OF MILITARY AFFAIRS**

**Airfield Firefighters**

**Article 1**  
**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 \$400.00 for each Firefighter. Upon completion of the first year of employment, and annually thereafter, the Appointing Authority will reimburse the Firefighter for new articles of uniform clothing purchased, not to exceed \$300.00. The Firefighter shall be required to provide receipts before being reimbursed. Proper maintenance of uniforms shall be the Firefighter's responsibility.

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

**Article 2**  
**Holidays**

Article 7, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

The provisions of Article 7, Section 2A and 2B shall not apply to Airfield Firefighters.

The provisions of Article 7, Section 2C shall be supplemented and/or modified as follows:

Airfield Firefighters 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. The rest of this section shall continue to be applied.

**Article 3**  
**Vacation Accrual**

Article 8, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

**Section 2. Allowances.** All eligible Airfield Firefighters 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 20 years	10 working hours
After 20 through 25 years	10.5 working hours
After 25 through 30 years	11.5 working hours
After 30 years	12 working hours

Vacation charges for Airfield Firefighters 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), fourteen (14) or nine (9)].

Eligible Airfield Firefighters being paid for less than a full one hundred and six (106) hour pay period shall have their vacation accruals pro-rated in accord with the schedule set forth in Appendix C.

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

Eligible Airfield Firefighters 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 Of Length Of Service**

No. Hours Worked Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 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 Less than 79	3.25	4.25	6	6.25	6.75	7.25	7.5
At least 79 Less than 92	4	5	7	7.5	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

Airfield Firefighters may accumulate unused vacation leave to a maximum of five hundred and thirty (530) hours.

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

Employees who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half (1/2) hour except to permit use of lesser fractions that have been accrued.

**Article 4  
Sick Leave**

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

Eligible Airfield Firefighters 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 until one thousand one hundred ninety-three (1193) hours have been accrued. After one thousand one hundred ninety-three (1193) hours have been accrued and maintained, Airfield Firefighters shall then accrue sick leave at the rate of two and three fourths (2.75) hours per pay period.

Eligible Airfield Firefighters being paid for less than a full one hundred and six (106) hour pay period shall have sick leave accruals pro-rated in accord with the schedule set forth in Appendix D.

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

Eligible Firefighters being paid for less than a one hundred six (106) 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 Of Continuous Service**

<b>Number of Hours Worked During Pay Period</b>	<b>Less Than 1614 Hours</b>	<b>1614 Hours and Maintained</b>
Less than 12.5	0	0
At least 12.5 Less than 26	1	0.5
At least 26 Less than 39	1.25	.75
At least 39 Less than 52.5	2	1
At least 52.5 Less than 65.5	2.75	1.5
At least 65.5 Less than 79	3.25	1.75
At least 79 Less than 92	4	2
At least 92 Less than 105.5	4.75	2.5
At least 105.5	5.5	2.75

Article 9, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

Airfield Firefighters using sick leave under this Article will have such sick leave first deducted from the one thousand one hundred ninety-three (1193) hour accumulation. Airfield Firefighters having used sick leave and who fall below the one thousand one hundred ninety-three (1193) hours accumulation shall again accrue sick leave at five and one half (5.5) hours per payroll period until their accumulation again reaches one thousand one hundred ninety-three (1193) hours. Use of the more than one thousand one hundred ninety-three (1193) hour bank shall be subject to the provisions of this Article.

Article 9, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

An employee using sick leave shall be charged for only the number of hours he/she was scheduled to work during the period of sick leave. In no instance shall sick leave be granted for increments of less than one-quarter (1/4) hour except to permit use of lesser fractions that have been accrued.

### **Article 5** **Hours of Work**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

- B. **Workday.** The normal workday shall consist of either twenty four (24), fourteen (14) or nine (9) consecutive hours of work. Should it become necessary to establish schedules departing from the normal work day, in the interest of efficient operations, to meet the needs of the public or an Agency, to use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording the Local Union an opportunity to express its view, prior to the fourteen (14) day posting period provided for in Article 5, Section 1C.

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

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

Airfield Firefighters 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.

Article 5, Section 1C of the Master Agreement shall be supplemented and/or modified as follows:

- C. **Work Schedule.** The Fire Chief shall be responsible for scheduling each Firefighter's days and hours of work. The written work schedule reflecting each Firefighter's days and hours of work shall be posted at least fourteen (14) days in advance of its effective date.

Airfield Firefighters who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the Airfield Firefighter working more than a one hundred six (106) hour pay period. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the Airfield Firefighter working more than a one hundred six (106) hour pay period.

To provide a uniform amount of earnings in a firefighter's bi-weekly paycheck, firefighters shall carry forward all hours in excess of one hundred and six (106) hours in a payroll period into the next regular bi weekly payroll period within the four (4) week work period for which they are scheduled for less than one hundred and six (106) hours. Hours carried forward are added to that payroll period to bring it up to one hundred and six (106) hours.

### **Article 6** **Overtime**

Article 6 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 Firefighters shall have paid vacation time, paid sick leave, and paid leaves of absence considered as "time worked."

**Article 7**  
**Shift Differential**

Article 18, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

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

**Article 8**  
**Camp Ripley**

Article 15, Section 4C of the Master Agreement shall be supplemented and/or modified as follows:

Seasonal employees shall be laid off in inverse order of Classification Seniority within the principal place of employment of the position(s) to be eliminated unless waived by mutual agreement between the employee and the Appointing Authority. For the class Stores Clerk, principal place of employment shall be defined as: (1) ammunition; (2) subsistence (Class I); (3) area supply; and (4) supply and services.

For the class Training Site Worker, principal place of employment shall be defined as: (1) ammunition; (2) subsistence; (3) area supply; (4) supply and services; and (5) engineering.

Article 15, Section 4E of the Master Agreement shall be supplemented and/or modified as follows:

Seasonal employees shall be recalled in the order in which their names appear on the seasonal layoff list for the seniority unit and principal place of employment from which they were laid off and shall have preference for any temporary jobs in the principal place of employment in their class which are established during a period of seasonal layoff. For the class Stores Clerk, principal place of employment shall be defined as: (1) ammunition; (2) subsistence (Class I); (3) area supply; and (4) supply and services. For the class Training Site Worker, principal place of employment shall be defined as: (1) ammunition; (2) subsistence; (3) area supply; (4) supply and services; and (5) engineering.

The parties agree to convene a meet and confer to explore the possibility of implementing a physical training program for all state employees at Camp Ripley.

**Article 9**  
**Overtime Distribution**

Article 6, Section 4 of the Master Agreement, shall be supplemented and/or modified as follows except for Camp Ripley:

Overtime work shall first be offered to the most senior employee(s) in the same job class and in the same work area who are capable of performing the work available. The overtime work shall first be offered to employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the overtime assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section. In the event all capable employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority among capable employees in the event that all capable employees decline overtime work.

Employees may rescind such waivers upon fourteen (14) calendar days' written notice to the local personnel office.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

**Article 10**  
**Child Care Meet and Confer**

The parties agree to meet and confer to discuss the feasibility of on-site child care at Camp Ripley, Duluth Airbase, and the Minneapolis/St. Paul Airbases.

**Article 11**  
**Heavy Equipment**

See Appendix F, Section 6, for the assignment of Intermittent Heavy Equipment.

**Article 12**  
**Flex-time Scheduling**

The Appointing Authority and the local union may mutually agree to a flex-time scheduling plan.

**Article 13**  
**Pay Differentials**

Intermittent Heavy Equipment operating assignments shall be made on the basis of State Seniority from among qualified employees who are available and capable of performing the work and assigned to the same work area.

Employees who work on high voltage (over 600 volts) power lines shall receive a differential of \$1.15 per hour for all hours worked.

**Article 14**  
**Work Out of Class**

Article 18, Section 6, of the Master Agreement shall be supplemented and/or modified as follows for Airfield Firefighters:

When an employee 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 six (6) consecutive work days in duration, the employee shall be paid for all such hours at the employee'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 one (1) step higher than the employee's current salary, whichever is greater. If an employee is assigned to work out of class, but does not meet the six (6) consecutive work day standard, and within five (5) working days the employee is subsequently assigned to work out of class to the same assignment, the previous time served on work out of class will count towards meeting the six (6) consecutive work day standard. When an employee is assigned to serve in a class for which the employee is on a

layoff list, the employee shall be paid as provided above or the maximum step previously achieved by the employee, whichever is greater. If the Appointing Authority determines to make a work out of class assignment of six (6) or more consecutive months to a higher class represented by the Union, the Appointing Authority shall appoint the most senior capable and available employee among or within classes and among or within work areas as determined by the Appointing Authority.

## MINNESOTA STATE COLLEGES AND UNIVERSITIES

The following supplements and/or modifies the Master Contract.

### Part 1. All MnSCU

1. **Student Workers.** No employee shall be laid off or demoted due to the utilization of student workers.
2. **Parking.** The Employer agrees that all policies and fees relating to employee parking on campus and Board office facilities shall be uniform for faculty and all other personnel on each campus. On campuses which have a parking committee, the Local Union shall designate a representative to the committee.
3. **MnSCU Labor-Management Committee Representatives.** Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

The MnSCU Labor-Management Committee shall be composed of no more than seven (7) representatives from management and nine (9) representatives from the local unions. However, no more than two (2) local union representatives from each campus shall be released without loss of pay.

4. **Safety Committee Minutes.** Each campus safety committee chair shall distribute copies of their safety meeting minutes to the MnSCU Safety Officer and to the Local Union Presidents.
5. **Seasonal Extensions.** Article 15, Section 4, of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority may assign work after the normal season ends or before the season begins based on program requirements rather than seniority, such assignment(s) not to exceed a total of four (4) weeks. When the assignment(s) exceeds the four (4) week total, it shall be made in accordance with the Master Agreement. The above provision supplementing and/or modifying Article 15, Section 4, shall not apply to State Universities and the Board Office.

6. **Tuition Waiver.** There shall be available to employees of the MnSCU System, a tuition waiver as set forth below.

Employees shall have the choice to participate or not. The parties agree that should the Union attempt to expand this waiver beyond employees of the MnSCU System, the waiver shall immediately cease.

Full-time unlimited and seasonal, and part-time unlimited and seasonal employees who have completed three (3) consecutive years of service in a Technical College or the MnSCU System shall be entitled to enroll in credit courses on a "space available" basis, without payment of tuition. Such enrollment shall not exceed twenty-four (24) credits per year, running from summer session through spring session.

Effective July 1, 1997, the employee will pay all applicable fees.

1. Employees at a State University shall have tuition waived at any State University.
2. Employees at a Technical College shall have tuition waived at any Technical College and Co-located College.
3. Employees at a Community College shall have tuition waived at any Community College and Co-located College.
4. Employees at a Co-located College shall have tuition waived at any Co-located College, and a choice of either any Community College or Technical College. The selection of Technical College or Community College must be made prior to first use of tuition waiver and shall apply to the employee and family member. This choice cannot be changed at a future date.
5. Employees of the MnSCU System Office shall have this tuition waiver apply and must make a one-time choice of 1, 2 or 3 as stated above.

The employee's spouse or dependent child(ren) may share this tuition waiver within the limit established above.

The twenty-four (24) credits described above are quarter credits. Credits shall be modified for semester calendars with the proper conversion of two-thirds (2/3).

7. **Union Meetings.** The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours. Employees who desire to make these adjustments must request prior approval from their department supervisor or other Employer designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within five (5) working days, if work is available, to prevent loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at union meetings, the Employer shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a union meeting.

8. **Seasonal Layoffs.** Section 4b and 4e (second paragraph) of Article 15 of the Master Agreement shall be modified as follows:

The agreed upon form letter attached to the MOU on Seasonal Layoffs will be used in lieu of the language in Section 4 of Article 15 to notify academic year, seasonal employees, of their work schedules and planned return to work at least fourteen (14) calendar days in advance of such dates. Copies of the notice shall be provided to the Union and Local President. In addition, seasonal academic employees whose seasonal layoff or recall dates are changed, except as provided in Section 5 of this supplement, shall be provided notice of seasonal layoff or recall in accordance with Section 4 of the Master Agreement. The above provision does not apply to the State Universities or the Board Office.

## **Part 2. Co-located Institutions**

9. **Implementation.** This Supplemental Agreement shall be in effect with the actual date of merger of the institutions.
10. **Definition of State Seniority.** "State Seniority" for former Technical College employees shall be defined as the date of first employment with the Technical College or with a member school district from which the employee moved or was assigned to the joint Technical College district or any other seniority recognized by the Technical College. It shall also include any time served in a temporary appointment where the employee was appointed to a permanent position in the same class without a break in service. "Break in service" shall not include academic year breaks. For former Community College employees and new employees of the co-located College, it shall be defined in Article 4, Section 1A of the Master Agreement.

11. **Definition of Class Seniority.** On the effective date of co-location, class seniority for employees shall be the same as state seniority, as defined above. A new employee, or a current employee who is reallocated, transferred, demoted, or promoted to another classification or Appointing Authority after the date of co-location shall have class seniority in the new position determined in accordance with the Master Agreement. The preceding sentence does not apply to an employee of a co-located institution who transfers in the same class to another co-located institution.

Previously held classes. If a Co-located College employee accepts a position at another Appointing Authority, the Appointing Authority and the employee shall attempt to determine the dates of appointment to any previously held classes and the actual allocation date for the last class in which they are employed by the technical college. The determination of these allocation/seniority dates shall not be grievable.

12. **Layoff and Bumping.** In addition to any bumping rights contained in the Master Agreement, employees at a co-located College shall have the right to bump into equal or lower classes in the same class series. Employees who demote into a class in which they have not previously served shall serve a three (3) month probationary period. Class series include Clerk 1, 2, 3, and 4; Clerk-Typist 1, 2, 3, and 4; Clerk-Steno 1, 2, 3, and 4; General Maintenance Worker and General Maintenance Worker Lead; Licensed Practical Nurse 1 and 2; College Lab Assistant 1 and 2; Electrician and Electrician, Lead; EDP Operations Technician 1, 2, and 3; Account Clerk, Account Clerk Senior and Accounting Technician. This list is a list of examples and the parties shall examine specific class series as part of the pre-layoff procedure.

Layoff Lists. The seniority unit layoff lists from the Technical and Community Colleges shall be merged at the co-located colleges.

13. **Publication of Seniority Rosters.** A co-located College shall publish a new seniority roster sixty (60) days after the effective date of co-location.

14. **Definition of Full-Time Work for Former Technical College Employees.** Where full-time work has been defined as fewer than 40 hours per week (35 hours, 37.5 hours, etc.) employees will have the employment condition of part-time unlimited or part-time seasonal. Such employees shall not have their hours of work reduced below thirty two (32) hours per week except through layoff. Such employees shall be considered as full-time unlimited or full-time seasonal for purposes of layoff. Such employees shall have the right to bid to forty (40) hour full-time positions within their seniority unit.

15. **Hours of Work.**

Split Shifts. Article 5, Section 1, C of the Master Agreement shall be modified or supplemented as follows:

Split shifts in existence prior to July 1, 1995 shall be permitted.

Altered Schedules for Summer and Academic Break. Article 5 of the Master Agreement shall be modified or supplemented as follows:

During summer and academic breaks, individual employees may be permitted the option of working four (4) ten (10) hour days, or four (4) nine(9) hour days and a four (4) hour day. The supervisor may deny individual requests for job-related reasons. If there are conflicting requests in the same work unit, the supervisor shall grant the modified schedule, if acceptable, to the employee with the most State Seniority. Should conflicts still exist, they shall be resolved by lot. Requests to go to the altered schedules must be made in writing to the supervisor at least twenty-eight (28) calendar days preceding the change. Employees going to and returning from altered schedules for summer and academic breaks shall not be entitled to fourteen (14) calendar days posting or penalty pay, but shall be returned to their previous schedule.

Reduction in Hours. Article 5, Section 4 of the Master Agreement shall be modified or supplemented as follows:

Employees and the Appointing Authority may mutually agree to reduce a full-time employee's hours of work. Such reduction shall not change their employment condition for purposes of bidding or lay off.

16. **Substitute Holidays.** The Appointing Authority and Local Union may agree to continue to recognize different holidays than those provided for in the Master Agreement.

17. **Definition of Work Areas.** Within sixty (60) calendar days from the effective date of merger of the colleges, the Appointing Authority shall define work areas. The work areas shall not unreasonably diminish the bidding rights of employees.

18. **Employment Condition.** Article 12, Section 2 shall be modified or supplemented as follows:

Employees scheduled full-time during the academic year and part-time during the summer, and whose employment condition is full-time unlimited as of June 30, 1997, shall be grandparented as full-time unlimited in his/her current position. Effective July 1, 1997, new employees and grandparented employees who promote, demote or transfer into positions that are scheduled full-time during the academic year and part-time during the summer, shall have the employment condition of full-time seasonal.

19. **Grievances.** Step 3 grievances shall be appealed to the MnSCU Central Office or its designee. The local union shall be informed in advance in writing if a campus will hear third step grievances.

20. **Uniforms.** Employees who are currently being supplied or being reimbursed for uniforms by the Appointing Authority shall receive or be reimbursed for an initial issue of five (5) properly fitting uniforms per employee upon employment. Thereafter, employees shall be permitted replacement uniforms when such need is demonstrated. Worn out uniforms shall be returned to the Appointing Authority.
21. **Co-located MOU Duration.** The Co-located Memorandum of Understanding shall continue for the duration of the 1997-1999 Agreement.

### **Part 3. Community Colleges**

22. **Overtime Distribution.** Article 6, Section 4, paragraph one of the Master Agreement shall be supplemented and/or modified as follows:

An effort shall be made to distribute overtime work as equally as possible to employees, within or among class(es) as determined by the Appointing Authority, and in the same work area, who are capable of performing the work and who desire the overtime work.

23. **Settlement of Disputes.** Article 17 of the Master Agreement shall be supplemented and/or modified as follows:

Definition of Steps: The presentation of a grievance at the first step shall be to the employee's immediate supervisor. The presentation of a grievance at the second step shall be to the College President or designee. Step 3 grievances shall be appealed at the MnSCU Central Office or its designee. The Local Union shall be informed in advance in writing if a campus will hear third step grievances.

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

Employees who are required to wear uniforms by the Appointing Authority shall receive an initial issue of five (5) properly fitted uniforms per employee. Thereafter, employees shall be permitted replacement uniforms when such need is demonstrated. Worn out uniforms shall be returned to the Appointing Authority. If, on those campuses where uniforms are presently provided, an Appointing Authority determines that uniforms shall no longer be required, it will meet and confer with the Local Union prior to implementation.

25. **Hours of Work - Changes for Summer and Academic Break.** During summer and academic breaks, individual employees may be permitted the option of working four (4) ten (10) hour days, or four (4) nine (9) hour days and a four (4) hour day. The supervisor may deny individual requests for job-related reasons. If there are conflicting requests in the same work unit, the supervisor shall grant the modified schedule, if acceptable, to the employee with the most State Seniority. Should conflicts still exist, they shall be resolved by lot. Requests to go to the altered schedules must be made in writing to the supervisor at least twenty-eight (28) calendar days preceding the change. Employees going to and returning from altered schedules for summer and academic breaks shall not be entitled to fourteen (14) calendar days posting or penalty pay, but shall be returned to their previous schedule.
26. **Vacancies.** Employees requesting a transfer in the same classification to another Community College shall be given, at their request, an interview with the College when the employee has applied for a vacancy that the College has determined to fill. No employee shall be entitled to more than two (2) interviews per fiscal year at any College.

27. **Hours of Work - 3-day Notice for Special Events.** Article 5, Section 1C, of the Master Agreement shall be supplemented and/or modified as follows:

Due to special events for which the college receives less than fourteen (14) days notice to plan staffing needs, the Appointing Authority may change the starting or ending time of a shift up to and including two (2) hours with three (3) calendar days notice.

28. **Labor-Management Cooperation.** Article 15, Section 2, of the Master Agreement shall be supplemented and/or modified as follows:

As much as possible, meet and confer meetings required for the planning processes which may result in layoff will be conducted by conference calls. The Appointing Authority will make conference calling technology and assistance available for this purpose.

29. **Overtime - Cash/Compensatory Time.** Article 6, Section 5, of the Master Agreement shall be supplemented and/or modified as follows:

Overtime which is earned by working at events that are not sponsored by the college, shall be compensated in cash. However, the college may offer compensatory time.

30. **Substitute Holidays.** The Appointing Authority may designate substitute or floating holidays for the observance of Veterans' Day and Presidents' Day. The Local Union shall be consulted before the academic calendar is determined.

#### **Part 4. State Universities**

31. **Vacation.** Article 8, Section 2 (Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Any employee who has not been offered reasonable opportunity, or who has not been permitted to reduce his/her vacation accumulation and who is about to lose vacation because he/she has had or will reach the maximum accumulation of vacation leave shall be entitled to take sufficient vacation to prevent such loss upon advance notice to his/her supervisor.

32. **Bargaining Unit Changes.** The Local Union President will be provided a copy of the University's bi-weekly report to Council 6 of additions/deletions to the bargaining unit.

33. **Intra Campus Mail.** The Employer shall make available to each Local Union the use of the intra campus mail system for the communication of meeting notices and minutes of same, monthly and/or quarterly newsletters, and other official communications from Union officers of a similar nature. Such materials shall not advocate actions contrary to the provisions of the Master Agreement or this Supplemental Agreement, nor shall it contain material of a partisan political or inflammatory nature.

34. **Vacancies.** Article 12, Section 7E of the Master Agreement shall be supplemented as follows:

Whenever the Appointing Authority fills a vacancy at a University under Subsection D in the class Plant Maintenance Engineer or the class Stationary Engineer, the Appointing Authority agrees to notify employees in the Maintenance Department of the vacancy and to consider requests for voluntary transfers from the class Plant Maintenance Engineer to the class Stationary Engineer or from the class Stationary Engineer to the class Plant Maintenance Engineer before using the other options under Subsection D to fill the vacancy. All other provisions of Subsection D shall remain in effect.

35. **Hours of Work.** Article 5, Section 1, Subsection C of the Master Agreement shall be modified as follows:

For employees in the Maintenance Department of St. Cloud State University and Bemidji State University, one (1) Stationary Engineer position shall be the relief position. The relief position shall not be subject to the fourteen (14) calendar day requirement for posting of schedules when relieving for sick leave or for short periods of vacation when advance written approval has not been given. The work schedule for the relief position may be changed upon notification of eight (8) hours in advance of the start of the shift in the case of sick leave relief or upon notification of twenty four (24) hours in advance of the shift in the case of vacation relief without incurring overtime liability. All other provisions shall remain in effect. For Moorhead State University, the parties agree to meet and negotiate in good faith to resolve work schedule issues.

36. **Employment Condition.** Article 12, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Employees in Unit 6 who are employed full-time during the academic year and part-time during the summer shall have the employment condition of full-time seasonal.

At Southwest State University, employees who are assigned at least 1566 hours but less than 2088 hours as scheduled by their supervisor shall have the employment condition of full-time seasonal.

If it is necessary to convert employees to this employment condition, Article 12 and Article 15 shall not be applicable to such conversion.

37. **Reduction in Hours.** Article 5, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

If it is necessary to reduce the hours of a full-time seasonal position referenced above such that the incumbent of the position is no longer eligible to receive the full Employer's insurance contribution or is no longer eligible to participate in the Employer's insurance program, the Appointing Authority shall request volunteers for the position from among employees in the same class, employment condition and work area. If one or more employees volunteer for the position, the most senior qualified volunteer shall be offered the position. If there are no volunteers, the least senior qualified employee in the same class, employment condition, and work area shall be assigned to the position.

38. **Substitute Holidays.** The Appointing Authority may designate substitute or floating holidays for the observance of Veterans Day and President's Day. The Local Union shall be consulted before the academic calendar is determined.

## **Part 5. Technical Colleges**

39. **Definition of State Seniority.** "State Seniority" shall be defined as the date of first employment with the Technical College or with a member school district from which the employee moved or was assigned to the joint technical college district or any other seniority recognized by the Technical College. It shall also include any time served in a temporary appointment where the employee was appointed to a permanent position in the same class without a break in service. "Break in service" shall not include academic year breaks.

40. **Definition of Class Seniority.** "Class Seniority" in the employee's initial state classification shall be defined as the employee's State Seniority as defined above. A Technical College employee who is reallocated to a different classification within the the College, transfers, demotes or promotes to another class or state agency after July 1, 1995, shall have class seniority in the new class determined in accordance with the Master Agreement. The preceding sentence does not apply to a Technical College employee who transfers in the same class to another Technical College.

Previously held classes. If a Technical College employee accepts a position at another Appointing Authority, the Appointing Authority and the employee shall attempt to determine the dates of appointment to any previously held classes and the actual allocation date for the last class in which they are employed by the technical colleges. The determination of these allocation/seniority dates shall not be grievable.

41. **Layoff and Bumping.** In addition to any bumping rights contained in the Master Agreement, employees at a Technical College shall have the right to bump into equal or lower classes in the same class series. Employees who demote into a class in which they have not previously served shall serve a three (3) month probationary period. Class series include Clerk 1, 2, 3, and 4; Clerk-Typist 1, 2, 3, and 4; Clerk-Steno 1, 2, 3, and 4; General Maintenance Worker and Lead; Licensed Practical Nurse 1 and 2; College Lab Assistant 1 and 2; Electrician and Electrician, Lead; EDP Operations Technician 1, 2, and 3; Account Clerk, Account Clerk Senior and Accounting Technician. This list is a list of examples and the parties shall examine specific class series as part of the pre-layoff procedure.
42. **Definition of Full-Time Work.** Where full time work has been defined as fewer than 40 hours per week (35 hours, 37.5 hours, etc.) employees will have the employment condition of part-time unlimited or part-time seasonal. Such employees shall not have their hours of work reduced below thirty two (32) hours per week except through layoff. Such employees shall be considered as full-time unlimited or full-time seasonal for purposes of layoff. Such employees shall have the right to bid to forty (40) hour full-time positions within their seniority unit.
43. **Hours of Work.**

Split Shifts. Article 5, Section 1, C of the Master Agreement shall be modified or supplemented as follows:

Split shifts in existence prior to July 1, 1995 shall be permitted.

Altered Schedules for Summer and Academic Break. Article 5 of the Master Agreement shall be modified or supplemented as follows:

During summer and academic breaks, individual employees may be permitted the option of working four (4) ten (10) hour days, or four (4) nine(9) hour days and a four (4) hour day. The supervisor may deny individual requests for job-related reasons. If there are conflicting requests in the same work unit, the supervisor shall grant the modified schedule, if acceptable, to the employee with the most State Seniority. Should conflicts still exist, they shall be resolved by lot. Requests to go to the altered schedules must be made in writing to the supervisor at least twenty-eight (28) calendar days preceding the change. Employees going to and returning from altered schedules for summer and academic breaks shall not be entitled to fourteen (14) calendar days posting or penalty pay, but shall be returned to their previous schedule.

Reduction in Hours. Article 5, Section 4 of the Master Agreement shall be modified or supplemented as follows:

Employees and the Appointing Authority may mutually agree to reduce a full-time employee's hours of work. Such reduction shall not change their employment condition for purposes of bidding or lay off.

44. **Overtime Distribution.** The provisions of the Master Agreement shall prevail unless an alternative overtime distribution system is adopted by an Appointing Authority and Local Union. Any such alternative shall be identified by letter to the Union and the Employer within thirty (30) calendar days of the effective date of the Master Agreement.

45. **Substitute Holidays.** The Appointing Authority and Local Union may agree to continue to recognize different holidays than those provided for in the Master Agreement.

46. **Leaves in Progress.** Employees who are on an approved leave of absence on June 30, 1995 shall continue that leave under the conditions for which it was originally approved. The rights to return from or request an extension of any such leaves of absence shall be governed by the terms of the Master Agreement.

47. **Temporary Reassignment.** Article 12, Section 4D shall be modified or supplemented as follows:

Temporary reassignments can extend to eight (8) months if the reassigned employee is filling in for someone on an approved leave of absence.

48. **Employment Condition.** Article 12, Section 2 shall be modified or supplemented as follows:

An Appointing Authority may continue to schedule employees full-time during the academic year and part-time during the summer. The employment condition of these positions is full-time unlimited. This provision shall apply to the position and not to the employee.

49. **Grievance Procedure Steps.** Step 3 grievances shall be appealed to the MnSCU Central Office or its designee. The local union shall be informed in advance in writing if a campus will hear third step grievances.

50. **Insurance Eligibility.** Any employee who is now eligible to participate in health, dental or life insurance shall remain eligible to participate in the state group even if the employee does not work sufficient hours to qualify under the Master Contract, provided that they are participating as of June 30, 1995.

51. **"Ineligible Spouses".** An employee whose spouse is ineligible for coverage under Article 19, Section 2C1 of the Master Agreement may continue as a dependent until the spouse has had one open enrollment opportunity where he or she works.

52. **Full Employer Contribution.** Any Technical College employee who was eligible for and received a full employer contribution under their Technical college contract and who is assigned to work more than 1155 hours per year shall be eligible for the full employer insurance contribution.

53. **Partial Employer Contribution.** Any employee who was eligible for and received an employer contribution under a Technical college contract and is assigned to work at least 770 hours per year shall be considered eligible for a partial employer contribution under the Master Agreement.

54. **Life Insurance.** The employer will provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees who are eligible for full or partial contributions as described in this agreement.

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance Coverage</u>	<u>Accidental Death and Dismemberment Principal Sum</u>
\$0-\$20,000	\$30,000	\$30,000
\$20,001-\$30,000	\$40,000	\$40,000
over \$30,000	\$50,000	\$50,000

55. **Uniforms.** Employees who are currently being supplied or being reimbursed for uniforms by the Appointing Authority shall receive or be reimbursed for an initial issue of five (5) properly fitting uniforms per employee upon employment. Thereafter, employees shall be permitted replacement uniforms when such need is demonstrated. Worn out uniforms shall be returned to the Appointing Authority.

## DEPARTMENT OF NATURAL RESOURCES

### Article 1 Hours of Work

During fire seasons and/or during unusual drought conditions, the Appointing Authority may establish an emergency forest fire schedule. During a high fire rating or above, the Appointing Authority may change the daily starting and quitting time up to two (2) hours either way from the last posted work schedule. During a moderate fire rating, the Appointing Authority may change the daily starting and quitting time up to one (1) hour either way from the last posted work schedule. In the event a change is necessary as much advance notice as possible shall be given to the employee.

The Appointing Authority shall use the National Weather Service fire weather forecasts together with the National Fire Danger Rating System in determining when there is a significant build-up of fire conditions to constitute an emergency situation. A fire rating of "moderate" or above would constitute an emergency situation to be defined in paragraph 1 above.

Any schedule changes made pursuant to the above shall not result in the payment of overtime.

Adjusted work schedules shall be handled in accordance with the attached memorandum dated June 20, 1994.

### Article 2 Layoff

The provisions of the Master Agreement, Article 15, Section 3B shall be supplemented and/or modified as follows:

At least twenty-one (21) calendar days whenever practicable, but at least fourteen (14) calendar days prior to the effective date of the anticipated permanent layoff, the Union and the Local Union President shall be given notice of layoffs in the classified service of affected seniority unit employees, which shall include division, principal place of employment, and the name of employee(s) notified of layoff.

**Article 3**  
**Temporary Employment**

The provisions of the Master Agreement Article 15, Section 5 shall be supplemented and/or modified as follows:

A position to be filled by a temporary or emergency appointment, regardless of the source of the funding, shall be offered in the following order:

1. Seasonal employees who have received a seasonal layoff notice and completed their season or who have completed a temporary project may bump any employee with less State Seniority from a temporary appointment which has an anticipated duration of at least thirty (30) calendar days from that employee's scheduled layoff date in the same discipline and principal place of employment for which the bumping employee has the ability and capacity to perform the work, as determined by the Appointing Authority;
2. Employees who are permanently laid off and not employed by the State if the position is in the same class, seniority unit, and geographic area from which they were laid off in order of Classification Seniority;
3. Employees who are permanently laid off and not employed by the State if the position is in the same seniority unit and geographic area from which they were laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority;
4. Seasonal employees in seasonal layoff status who have the ability and capacity, as determined by the Appointing Authority, to perform the work, in their principal place of employment and within their discipline on the basis of State Seniority;
5. Seasonal employees in seasonal layoff status who have the ability and capacity, as determined by the Appointing Authority, to perform the work within the discipline and within fifty (50) miles of the principal place of employment on the basis of State Seniority. The employee may waive the temporary assignment. Where the time requirements of the temporary assignment are of an emergency nature and do not allow the selection of the employee in the above manner, the Appointing Authority is not required to select the employee.
6. Seasonal employees in seasonal layoff status shall be permitted to make known their availability for temporary positions across disciplines at different Department of Natural Resources locations within fifty (50) miles of their principal place of employment. Employees shall notify in writing each office for which they are available for this temporary work. Such employees shall be considered for these positions in order of State Seniority provided the senior employee is qualified to perform the duties of the position, except where the temporary assignment is of an emergency nature.

**Article 4**  
**Rate of Pay**

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

Employees appointed as laborers to temporary positions shall be paid at the labor service rate closest to their regular rate of pay. Labor service employees shall be paid at their regular rate of pay.

The DNR shall pay laid off DNR employees who perform "smokechaser" work at the sixth step of the Laborer pay range, which shall be identified as the "smokechaser" layoff rate. If an employee is known by the DNR to be a laid off employee, or if an employee notified the DNR at the time a person begins work as a "smokechaser" that he/she is a laid off employee, then the employee shall be compensated at the "smokechaser" layoff rate immediately. Should any laid off employee not inform the DNR of his/her laid off status at the time of being called or starting work, but so informs the Employer at a later date within one year, the employee shall be compensated for the difference between what he/she received and the "smokechaser" layoff rate as soon as possible.

"Smokechaser" work is not work requiring recall of laid off employees under the layoff provision of Article 15 of the Master Agreement.

#### **Article 5** **Settlement of Disputes**

Article 17, Section 2B of the Master Agreement shall be supplemented and/or modified as follows:

The designated Employer representative for grievances presented at the first step shall be the employee's Regional Supervisor, Section Supervisor or comparable supervisor constituting the first level of supervision outside of the bargaining unit.

The designated Employer representative for grievances presented to the second step shall be the Division Director or other designated Appointing Authority serving at the second level of supervision outside of the bargaining unit. Grievances originating in a region shall be heard at the second step in the respective region.

The designated Employer representative for grievances presented to the third step shall be the Appointing Authority (Commissioner of Natural Resources) or his/her designee.

#### **Article 6** **Expense Allowances**

Article 20, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Employees who incur any meal expense as a result of conferences or meetings required by the Employer shall be reimbursed for the actual cost of the meal in accordance with Article 20, Section 5 of the Master Agreement if such reimbursement is authorized in writing in advance by the first level of supervision outside of the bargaining unit.

Employees performing required work more than thirty-five (35) road miles from their principal place of employment shall be eligible for reimbursement for the actual cost of the noon meal in accordance with Article 20, Section 5, of the Master Agreement if the work assignment extends over the normal noon meal period.

#### **Article 7** **Uniforms**

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

Employees who are required to wear uniforms as a condition of employment under Department of Natural Resources Operational Order Number 33, and any revisions thereof, shall be furnished such uniforms by the Appointing Authority.

**Article 8**  
**Overtime**

Article 6, Section 5D of the Master Agreement shall be modified as follows:

At the option of the DNR, for all employees except trails and waterways, 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, 1998 and March 1, 1999, with thirty (30) calendar days advance written notice to the Local Union. For employees in trails and waterways, 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 December 1, 1997 and December 1, 1998, with a thirty (30) calendar day advance written notice to the Local Union. Such liquidation shall be done in a uniform manner for all employees of the seniority unit.

An employee transferring to the service of another Appointing Authority, accepting a position not represented by the Union, separated from State service, or placed on permanent layoff, shall have unused compensatory time paid in cash. An employee placed on seasonal layoff may have unused compensatory time paid in cash, at the option of the employee.

Article 6, Section 5F of the Master Agreement shall be modified as follows:

DNR Firefighters. DNR Forestry Division employees who work overtime hours on out of state firefighting shall be paid in cash only. DNR Field Services employees classified as Natural Resources Cache Worker shall, at the employee's option, have overtime hours for in state firefighting paid in cash or assigned to a compensatory bank. DNR employees of all other divisions who work overtime hours on both in state and on out of state firefighting shall be paid in cash only.

Article 6, Section 7 of the Master Agreement shall be modified as follows:

DNR employees who are instructed to remain in an on-call status as result of Wildfire protection activities shall be paid in cash.

**Article 9**  
**Conflicts of Interest**

The following practices are to be followed in situations involving the employment or potential employment of members of the same family unit:

1. Employees who have responsibility for hiring will disqualify themselves for any situations involving the hiring of another family member.
2. Managers and supervisors will work to address situations where family members are working in a direct superior/subordinate relationship.
3. The supervision by one family member by another is to be avoided whenever possible. Where family situations exist, no supervisor or leadworker shall grant any special consideration, treatment of advantage to another family member beyond that which is available to every other employee.
4. Family member shall mean: spouse, children, siblings (including sisters/brothers-in-law), parents, and parents of spouse.
5. Performance appraisals are to be done by an unrelated third party.

**Article 10**  
**Pay Differentials**

- A. **Selection for Certification of Employees for Heavy Equipment Operator (Intermittent).** When the Appointing Authority determines that an additional employee(s) is to be trained for certification to operate a piece of heavy equipment, such opportunity shall be posted at the principal place of employment for a minimum of seven (7) calendar days. Employees within the same discipline and assigned to the same principal place of employment who are interested in being considered for such training shall indicate their interest in writing.

For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority in a principal place of employment and discipline, the Appointing Authority shall consider for training the three (3) most senior employees who have indicated their interest in writing.

Such employees considered for training will be scheduled for an oral interview before a three (3) member panel of supervisors selected by the Appointing Authority for the purpose of determining their knowledge of the proper maintenance and the operation of the equipment.

Each of the considered employees shall be scored individually by each supervisor and the scores of each of the three supervisors shall be totaled. The employee(s) with the highest total score shall be selected for the training. When additional certified operators are needed, over and above the number indicated by the posting, the entire process shall be repeated. The Local Union shall be provided fourteen (14) days written notice of the interview date. By mutual agreement of the Field Services Supervisor and the Local Union, the fourteen (14) day written notice of the interview date may be reduced or waived. During the selection process, a Union Representative shall be afforded the opportunity to be present for the purpose of observing the impartiality and fairness of the scoring process.

When an additional certified operator(s) is needed, the entire process shall be repeated.

- B. **Certification of Employees for Heavy Equipment Operator (Intermittent).** An employee shall be certified as a Heavy Equipment Operator (Intermittent) upon completion of the minimum number of hours required for that designated piece of equipment and upon certification by the immediate supervisor and the Regional Field Services Supervisor that the employee has demonstrated his/her ability to satisfactorily operate and maintain the equipment.

After certification, for good and sufficient reasons, the immediate supervisor and the Regional Field Services Supervisor may re-review the capabilities of the employee to operate and maintain the equipment for continued certification.

After certification, the immediate supervisor and Regional Field Services Supervisor reserves the right to decertify Intermittent Heavy Equipment Operators whose performance deteriorates and who fail to meet the standards established by the supervisor for operating heavy equipment or who fail to maintain the equipment properly, or who abuse the equipment. Decertification shall be grievable under Article 17 of the Master Agreement.

- C. **Assignment to Heavy Equipment Operator (Intermittent)**. Intermittent Heavy Equipment Operating assignments shall be made on the basis of State Seniority from among certified employees who are available and capable of performing the work in the same discipline and assigned to the same principal place of employment. Where no certified operators are available in the principal place of employment, the Appointing Authority may then select any other principal place of employment from which to assign an operator following the same procedure.

**Article 11**  
**Bargaining Unit Security**

Article 2, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

STS projects that are of a non-emergency nature shall be submitted to the Local Union on a standard agency form provided for notification and comment prior to any work being done. It is expected there will be no reduction in hours of AFSCME bargaining unit employees as a result of STS projects.

Projects using ICWC or related programs shall be submitted to the Local Union for approval prior to any work being done. Such projects shall not be unreasonably denied.



## Minnesota Department of Natural Resources

OFFICE OF THE COMMISSIONER

500 Lafayette Road

St. Paul, Minnesota 55155-4037

TO: Senior Managers  
Regional Business Managers  
Personnel Liaisons

DATE: June 20, 1994

FROM: Gail Lewellan  
Assistant Commissioner for  
Human Resources and Legal Affairs

PHONE: 296-9556

SUBJECT: Work Schedules - AFSCME Represented Employees

As you know, supervisory initiated work schedules, or schedule changes, must be posted for 14 days before their effective date.

Article 5, Section 1C of the agreement between the State of Minnesota and AFSCME Council 6 also states:

"If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in payment of overtime."

This language provides for an employee initiated work schedule change to be considered provided such change does not result in the payment of overtime, e.g., these situational or short term requests could change the starting and ending times of the consecutive hours and would be different than the normal or posted work schedule. In some situations, it is possible that the employee requested work schedule could become the normal or posted work schedule for the requesting employee. Supervisors determine whether to approve or deny the request of the employee based, upon the job-related considerations, i.e., customer needs, staffing requirements, etc.

These work schedules when balanced with organizational needs promote a flexible work environment that allows employees flexibility in managing their personal life, promotes employee well-being and can extend customer service hours. In addition, a flexible work environment is a part of the Department's Strategic Directions for Human Resources.

Therefore, if you receive an oral request from an employee for a change in work schedule advise the employee to reduce it to writing. Then, when the written request is received consider it in terms of job-related considerations and provide written response to the employee. If the request cannot be approved, denials of such requests are to be provided to the employee in writing giving the reason(s) the request could not be approved.

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## Minnesota Department of Natural Resources

OFFICE OF THE COMMISSIONER

500 Lafayette Road  
St. Paul, Minnesota 55155-4037

March 31, 1997

Bob Buckingham, Business Representative  
AFSCME, Council 6  
300 Hardman Avenue S., Suite 3  
South St. Paul, MN 55075

Dear Bob:

This is to communicate to you the Department of Natural Resources' position regarding the Work Experience Program in the Division of Parks and Recreation. As you know, the legislature through appropriate riders has directed the Department of Natural Resources to negotiate with exclusive representatives the terms and conditions of employment for this program. We have negotiated a Memorandum of Understanding with AFSCME for the 1993-95 contract period and the 1995-97 contract period. We believe we have addressed all issues in these negotiations. Therefore, we are willing to continue the Work Experience Program Memorandum of Understanding in effect through December 31, 1997 for the 1998 and 1999 seasons in the Division of Parks and Recreation.

Sincerely,

Bruce Potthoff  
Labor Relations Director  
Department of Natural Resources

FOR THE UNION:

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Robert Buckingham, Business Representative  
AFSCME, Council 6

---

Linda Moberg, President  
DNR Policy Committee  
AFSCME, Council 6

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## MINNESOTA POLLUTION CONTROL AGENCY

### Article 1 Flex-Time Scheduling

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority and the Local Union shall meet and attempt to formulate a flex-time scheduling plan.

## DEPARTMENT OF PUBLIC SAFETY

### Article 1 Work Uniforms

The provisions of the Master Agreement are supplemented as follows:

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Employees who are assigned to out-of-doors duty shall be provided outer uniform clothing. Proper maintenance of uniforms is an employee responsibility. Uniforms shall not be utilized for off duty activity by the employees. The Appointing Authority shall reimburse the expense of alterations that have been approved by the employee's immediate supervisor. The Appointing Authority shall replace damaged uniform clothing which is no longer usable.

The parties agree to meet and confer regarding the Appointing Authority's policy on work uniforms and grooming.

### Article 2 Radio Operators, Security Guards, Security Communications Systems Monitors

#### Overtime

Article 6, Section 1 of the Master Agreement shall be modified as follows for Radio Communications Operators only:

For the purpose of Radio Communications Operators schedules, any regularly scheduled hours that are greater than eighty (80) hours in a full pay period shall be placed in an Administrative Leave Bank. In the subsequent pay period, all hours earned in the Administrative Leave Bank shall be used. No carry over shall be permitted. If a Radio Communications Operator works more than their scheduled shift (overtime), those hours shall fall under the provisions of Article 6.

At the option of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash on June 30, 1998 and/or on June 30, 1999. Also, at the option of the Appointing Authority, all or a portion of the compensatory bank down to forty (40) hours may be liquidated in cash on December 31, 1997 and/or on December 31, 1998.

Article 6, Section 5D, paragraphs 2 and 3 of the Master Agreement shall continue to apply.

## Overtime Distribution

### Radio Communications Operators

Article 6, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

If the overtime work is four (4) hours or less, it shall first be offered to the employee(s) then on duty, on the same shift and work area who has the least number of overtime hours to his/her credit. Should this employee choose not to accept the overtime hours assignment, the next employee with the fewest overtime hours to his/her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

Any overtime to be offered to employees in the classification Radio Communications Operator of more than four (4) hours shall be offered to the employee with the least number of overtime hours to his/her credit. If the acceptance of the overtime would cause the employee to work more than a twelve (12) hour shift, she/he may accept only those hours up to twelve (12) and the remainder shall be offered to the employee with the next fewest overtime hours to his/her credit.

In the event all capable employees in the classification of Radio Communications Operator in the same work area decline the overtime work, the Appointing Authority shall assign the overtime work to the Radio Communications Operators working the shifts immediately preceding and following the overtime shift based upon inverse order of Classification: Seniority.

Radio Communications Operators shall work no more than a twelve (12) hour shift. However, in cases where the Appointing Authority determines conditions exist, such as severe weather, time constraints or where it would be unfeasible to offer the overtime to off duty employees, overtime would be worked by the employee in the classification Radio Communications Operator then on duty.

## Security Guards

### Security Communications Systems Monitors

If the overtime work is four (4) hours or less, it shall first be offered to the employee(s) then on duty, on the same shift and work area who has the least number of overtime hours to his/her credit. Should this employee choose not to accept the overtime hours assignment, the next employee with the fewest overtime hours to his/her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

Any overtime work to be offered to employees in the classifications Security Guard or Security Communications Systems Monitor of more than four (4) hours shall be offered to the employee not scheduled for that day who has the least number of overtime hours to his/her credit.

In the event all capable employees in the classification of Security Communication Systems Monitor in the same work area decline the overtime work, the Appointing Authority shall assign the overtime work to the Security Communication Systems Monitors working the shifts immediately preceding and following the overtime shift based upon inverse order of Classification Seniority.

Security Communications Systems Monitors may volunteer to work more than twelve (12) hours but not more than sixteen (16). However, in cases where the Appointing Authority determines conditions exist, such as severe weather, time constraints, or where it would be unfeasible to offer the overtime to off duty employees, overtime would be worked by the employee in the above classifications Security Communications Systems Monitor then on duty.

In the event all capable employees in the classification of Security Guard not scheduled to work on the day of the overtime shift decline the overtime work, it shall be offered to the employee(s) with the least number of overtime hours to his/her credit from among those then on duty on the same shift and work unit and those working the shift immediately following the overtime shift. In the event all capable employees in the classification Security Guard in the same work unit decline the overtime work, the Appointing Authority shall assign 4 hours each of the overtime work to the Security Guards working the shifts immediately preceding and following the overtime shift based upon inverse order of Classification Seniority.

For Unit 3 employees, when overtime is inversed, the assignment shall be rotated within each pay period beginning with the least senior capable employee based on classification seniority.

### **All Divisions**

When an overtime list is initially being established, or during a period of time when compensatory time banks and/or records of employee accumulated and offered overtime is adjusted to zero, the first offer of overtime after this period will be made to the most senior employee on duty in the class and work area who is capable of performing the work and who desires the overtime work. If the most senior employee chooses not to accept the work, it shall then be offered to the next senior employee and so forth. If all employees in the class choose not to accept the overtime, the overtime shall then be assigned to the least senior employee on duty. If there are no employees in the required class then on duty who are capable of doing the work, the overtime shall be offered to the most senior off-duty employee and so forth, or if they choose not to accept the offered overtime, assigned to the least senior off-duty employee.

### **Bureau of Criminal Apprehension**

The Forensic Artist and Photographer shall be in on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off-duty period. The Forensic Artist or Photographer who is instructed to be on-call is not required to remain at a fixed location, but must leave word where he/she may be reached by telephone or electronic signaling device.

The Forensic Artist or Photographer who is 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 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.

The compensation for on-call assignments for the above Crime Scene Processing Team members shall be paid as either cash or compensatory time off at the option of the Appointing Authority, who shall consider the desires of the employee.

### **Meals**

Late night meal reimbursement in the amount of ten dollars (\$10) may be claimed only if the employee is on duty serving on a Crime Scene Processing Team and in travel status, and works four (4) hours between the hours of 7:00 PM and 6:00 AM.

### **On Call**

Upon the mutual agreement of the Appointing Authority and the employee, hours earned for on call by Crime Scene Processing Team members may be placed in a compensatory bank or paid in cash.

In the event that the Employer and MAPE negotiate changes in on call pay for serving on a Crime Scene Processing Team, the Employer agrees to make the same changes in this supplemental agreement.

### **Article 3**

#### **Radio Communications Operators**

##### **Hours of Work**

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

Work schedules for Radio Communications Operators shall have no fewer than two (2) consecutive days off between consecutive work days.

Because of the work requirements of Radio Communications Operators, employees may not be able to take a fifteen (15) minute paid rest break during each four (4) hours of regularly scheduled work. Consequently, an eligible Radio Communications Operator who requests a rest break from their immediate supervisor and was not able to take or was not released by their supervisor, at the option of the Appointing Authority, the employee will receive cash or compensatory time off for each eligible allowable rest break(s) not taken.

### **Article 4**

#### **Radio Communications Operators**

##### **Professional Membership**

The Appointing Authority may pay for any Radio Communications Officers' membership in the Association of Public Safety Communications Officers, Inc. However, at least one (1) Radio Communications Operator per patrol district shall have their membership paid by the Appointing Authority. Any conflicts will be resolved by class seniority.

### **Article 5**

#### **Bureau of Criminal Apprehension Communication Unit**

##### **Shift Assignment**

Article 12, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

The supervisor shall make personnel assignments to the annual shift schedule on or about June 30 of each calendar year.

- A. Prior to making these assignments, on or about June 1 of each year, the supervisor will circulate a copy of the annual shift schedule for the next year to all members of the Communications Unit as an informational item.

- B. Upon receiving a copy of the coming year's schedule, each Communications Unit employee may submit in writing to the supervisor, a duplicate copy of the shift schedule on which the employee has indicated his/her shift assignment preference. Employees choosing to indicate a shift assignment preference must assign a preference number to each of the shifts on the schedule with their most desired shift assignment as preference number one.
- C. All shift preference lists must be received by the supervisor by June 15 of each year.
- D. After the June 15 deadline, the supervisor will make the annual shift assignments after reviewing all shift preference lists which had been submitted.
- E. The assignments made will be made by the supervisor according to Departmental Seniority.

For purposes of this Section, "Departmental Seniority" is defined as the length of continuous service within the Department of Public Safety since the last date of entry into the Department of Public Safety.

**Article 6**  
**DVSA Classification Seniority**

Article 4, Section 1B of the Master Agreement shall be supplemented and/or modified as follows:

An employee being reappointed to the Senior level classification of Driver and Vehicle Services Aide of a Junior/Senior position following a voluntary demotion to the Junior level of Clerk 2 shall have his/her Classification Seniority credited back to the previous Driver and Vehicle Services Aide appointment date.

**Article 7**  
**DVSA Salary Upon Class Change**

Article 18 of the Master Agreement shall be supplemented and/or modified as follows:

An employee classified as a Driver and Vehicle Services Aide who takes a transfer between DVSA Plans shall retain their class and salary for four (4) months and, if at the end of that time period, the employee has not met the requirements for the Senior level of the new plan, they will be demoted to the Junior level (Clerk 2) and the provisions of Article 18, Section 4C shall apply in regard to salary. The anniversary date of an employee being reappointed to the Senior level classification Driver and Vehicle Services Aide of a Junior/Senior position following the voluntary demotion shall remain the same upon reappointment. The provisions of Article 18, Section 4A shall not apply upon reappointment if the employee's salary was not changed during the demotion period. If, however, the employee's salary was placed at the maximum of the Clerk 2 range, the employee shall, upon reappointment, be placed at the same step within the Driver and Vehicle Services Aide range he/she held prior to the voluntary demotion.

**Article 8**  
**Driver and Vehicle Services**

**Holidays**

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

When a holiday listed in Article 7, Section 2, Subsection A and B, falls on a part-time employee's day off, Article 7, Section 5 shall not apply.

**Article 9**  
**LCR Noon Meals**

Article 20, Expenses, Section 5(B), travel status over noon for Law Compliance Representatives, employed by the Minnesota State Patrol who work as bus inspectors, MCSAP and scale personnel for the Appointing Authority as supplemented and/or modified as follows:

1. The Appointing Authority agrees that the Minnesota State Patrol district office or fixed scale location to which the employees are assigned to report shall serve as their temporary or permanent work station and the Minnesota State Patrol district in which the aforesaid district offices and fixed scales are located shall serve as the district boundaries for the purpose of defining travel status for these employees for noon meals.
2. Such listed employees will be eligible for noon meal reimbursement when they are in travel status outside their assigned patrol district and thirty (35) miles from the district office or fixed scale location.
3. The employees' geographic areas of job responsibility shall remain their assigned bus or patrol districts, irrespective of the use of Minnesota State Patrol district offices and fixed scale sites and districts as the basis for determination of noon meal eligibility.

**Article 10**  
**LCR Reassignment**

Article 12, Section 4 and 5 shall be amended and/or modified to allow for the following:

The Appointing Authority may assign and reassign the most senior volunteer, who expresses an interest in writing, within the work area between shifts prior to posting of a vacancy in the classification Law Compliance Representative 2 within the State Patrol Division.

**Article 11**  
**LCR 1 Seniority**

Class seniority for Law Compliance Representative 2 (State Patrol Class option) shall include time spent as a Laborer and Law Compliance Representative 1.

**Article 12**  
**DVS Examining**

Article 8, Section 3, paragraph 3 of the Master Agreement shall be supplemented and/or modified as follows:

Vacation leave requests of one (1) day or more, including holidays, which are submitted more than five (5) calendar weeks in advance will be posted in accordance with Article 8, Section 3, paragraph 3, for a period of one (1) calendar week. This provision applies to employees within the Department of Public Safety, Driver and Vehicle Services Examination and Renewal Stations.

**Article 13**  
**Filling of Positions**

**Notice of Clerk 3/Clerk Typist 3 Transfer Opportunities**

Twice per calendar year, at points chosen by the local union, the Appointing Authority shall post on all official bulletin boards, notice of opportunity to express interest in transferring to the Clerk 3/Clerk Typist 3 classifications. Names of employees expressing such interest shall be referred to supervisors hiring in these classifications according to Article 12, Section 7D. Names shall be referred according to availability indicated by the employee.

**Article 14**  
**DVS Alternate Work Schedules**

**Section 1. Purpose.** The purpose of this Article is to establish a voluntary alternate work schedule in Driver and Vehicle Services. Each DVS Program Section has the option of implementing this program. For purposes of this Article, the work week shall be Wednesday through Tuesday.

**Section 2. Alternate Work Schedule Request.** The alternate work schedule shall allow an employee to request modification of his/her current work schedule to the following schedule: scheduled to work nine (9) consecutive hours four (4) days per week and scheduled to work one (1) four (4) hour day per week as designated by the Appointing Authority. Consecutive hours of work shall exclude the normal unpaid lunch period. The employee shall request participation in this program in writing to his/her immediate supervisor no later than seven (7) days prior to the starting date of the program. Once the program is in effect, an employee may request to revert back to his/her original schedule by providing a fourteen (14) calendar day notice to his/her immediate supervisor. Changes can only be made at the beginning of the work week.

The Employer retains the right to deny individual requests under this program, and with fourteen (14) calendar days notice, to end an individual's participation in the alternate scheduling program where it would adversely affect the operation of the group. The Employer's decision in this regard are not subject to the grievance procedure in Article 17 of the Master Agreement. An employee may appeal their supervisor's decision in this regard to his/her Section Head. If it is necessary to limit the number of participants within a group, the Employer shall approve the request(s) from the employee(s) with the most Department Seniority within the group.

**Section 3. Holidays and Paid Leave Hours.** Employees shall revert back to an eight (8) hour Wednesday through Tuesday schedule during the week in which a holiday falls. During the week in which a floating holiday is taken, the affected employee shall revert back to an eight (8) hour Wednesday through Tuesday schedule.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time charged to the paid leave or taken as unpaid leave shall be for the total hours they would have otherwise been in attendance at work that day.

**Section 4. Hours of Work.** The execution of this supplemental agreement hereby amends Section 2, Subdivision B-1 and 2 of Article 5 of the Master Agreement so as to recognize the legitimacy of a nine (9) hour work day.

It is further understood that no additional paid rest periods shall be provided to an employee participating in this program.

**Section 5. Meet and Confer.** Should problems occur, the parties agree to meet and confer in an effort to resolve the issues. If the meet and confer cannot resolve the issues, either party reserves the right to terminate this program for any unit by providing fourteen (14) calendar days written notice to the other party.

**Article 15**  
**Safety**

Each Capitol Security Guard shall be trained on personal equipment issued to him/her by the division.

**DEPARTMENT OF PUBLIC SERVICE**

**Article 1**  
**Expense Allowances**

Article 20, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

**Section 1. Definition.** "Work Station" means a specific location (home/office) from which an employee generally carries out his/her official duties or assignment.

**Section 2. Eligibility.** An employee shall be eligible for noon meal reimbursement when the distance from his/her work station to the field assignment that day exceeds a radius of thirty-five (35) miles from the assigned work station or when an employee is required by the Employer to participate in a job related training conference with other employees from this department, providing the assignment extends through the normal lunch period and is approved in advance by the Employer. The reimbursement for the cost of the noon meal shall be in accordance with Article 20, Section 5 of the Master Agreement.

**Section 3. Trainer/Instructor Status.** When an Investigator I, Heavy, or an Investigator II, functions as a trainer or instructor, he/she shall be reimbursed for lunch at the appropriate rate, as determined by Article 20 of the Master Agreement.

**Article 2**  
**Attendance at Union Meetings**

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

Employees may be permitted to adjust their hours of work to permit travel time necessary to attend regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request and be granted approval from their immediate supervisor or other Appointing Authority designee five (5) calendar days in advance of the meeting date. Requests shall show the hours of release time requested. Approval of these requests will not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing on the day of the meeting. Employees shall receive no compensation for time spent in such travel, but may utilize vacation leave, compensatory overtime hours, or work extra hours, within the same payroll period, if work is available, to prevent a loss of earnings.

In the event work is available and an employee is authorized to work extra hours to offset time spent in travel to union meetings, the Appointing Authority shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of release time requested and used.

### **Article 3** **Tools and Equipment**

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

The Appointing Authority shall indemnify each employee up to a maximum of \$800.00 for losses caused by fire, wind, or theft by forcible entry, of tools and equipment supplied by the employee and used in the performance of work and when in the care of custody of the Appointing Authority.

It shall be the responsibility of each employee to furnish a complete list of tools and equipment to be indemnified, including an accurate description and replacement cost to their immediate supervisor and to have that list approved by the supervisor in writing within thirty (30) days from the date of this Agreement.

In any losses covered by this provision the tool or equipment will be replaced with like tools or equipment purchased by the Appointing Authority through the State contract purchasing or through the State bidding procedures. In no cases will employees be paid in cash for their losses. The Appointing Authority reserves the right to withhold approval on any tools or equipment deemed unnecessary.

The provisions of this Article do not apply to any tools or equipment not included on an approved list and in no case apply to AM/FM Radios.

### **Article 4** **Vacancies, Filling of Positions**

The provisions of the Master Agreement, Article 12, Section 6, shall be supplemented and/or modified as follows:

Employees in the class of Weights and Measures Investigator I shall have the ability to bid into the class of Weights and Measures Investigator I, Heavy, and vice versa, based upon combined classification seniority (melding classification seniority in Weights and Measures Investigator I with Weights and Measures Investigator I, Heavy). This exception shall be applicable to bidding only. Ties shall be broken by State Seniority first, then by lot.

### **Article 5** **Work Out of Class**

Article 18, Section 6, of the Master Agreement shall be supplemented and/or modified as follows:

When an employee in the classification Weights and Measures Investigator I is expressly assigned to perform all duties of a position in the classification Weights and Measures Investigator I, Heavy, and such work out of class assignment exceeds two (2) consecutive working days in duration, the employee shall be paid for all such hours at a rate which is equal to the minimum rate for the Weights and Measures Investigator I, Heavy class or one (1) step higher than the employee's current salary, whichever is greater.

**Article 6**  
**Work Uniforms**

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance and cleanliness of uniforms is an employee responsibility. Uniforms shall not be utilized for off-duty activity by the employee.

Prior to the purchasing and issuing of any uniforms, the Employer agrees to meet and confer with the Local Union.

**Article 7**  
**Flextime**

Article 5, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Investigators in the Weights and Measures Division who work four (4) consecutive ten (10) hour days shall be allowed, with the approval of their supervisor, to adjust their week day off during the same pay period to cover a day lost due to inclement weather.

**DEPARTMENT OF REVENUE**

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

**Section 1**  
**Application**

The provisions of Sections 2, 3, 4, and 5 of this Supplement apply to all seasonal employees of the Department of Revenue represented by AFSCME, Council 6, AFL-CIO.

Sections 6, 7, 8 and 9 of this Supplement shall apply to all employees of the Department of Revenue represented by AFSCME, Council 6, AFL-CIO.

Except as specifically modified by this Supplement, all relevant provisions of the Master Agreement shall apply to these employees.

**Section 2**  
**Benefits**

**Holidays, Vacation Leave, Sick Leave.** If authorized by the Master Agreement, effective July 1, 1985, seasonal employees of the Department of Revenue shall become eligible to begin receiving the benefits provided by Article 7 (Holidays), Article 8 (Vacation Leave), and Article 9 (Sick Leave) of the Master Agreement upon completion of a total of six (6) months of actual work as a seasonal employee in one or more consecutive seasons.

An employee is eligible to use vacation leave when he/she becomes eligible to accrue it. Length of service for purposes of determining changes in accrual rates for employees who become eligible after July 1, 1985, shall begin on the date of eligibility. Effective July 1, 1985, length of service for purposes of determining accrual rates for employees eligible for vacation time on or before July 1, 1985, shall include all actual time worked prior to July 1, 1985, provided work is in consecutive seasons.

To be entitled to receive paid holidays, an eligible employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

Current employees of the State who accept seasonal employment with the Department of Revenue after December 1, 1988 without a break in service who are eligible for vacation, sick leave and holiday benefits shall continue to be eligible to use and earn such benefits in accordance with Master Agreement language based upon their length of service credit at the time of appointment to the seasonal position.

**Section 3**  
**Layoff and Recall**

**Advance Notice**

Article 15, Section 4B, Advance Notice, of the Master Agreement shall be replaced in its entirety as follows:

At least three (3) work days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) therefore, to all seasonal employee(s) about to be laid off and to the Local Union President. The notice of layoff to seasonal employees shall also give the anticipated date of recall and the anticipated length of the work season subsequent to the layoff.

At the time of implementation of seasonal layoffs, a more senior seasonal employee may express interest in seasonal layoff, out of seniority order, in lieu of those less senior employees who would otherwise be laid off. Such requests will be considered in seniority order on the basis of state seniority and based on staffing requirements. Acceptance of an out of order layoff shall not impact the order of recall in subsequent seasons.

**Permanent Layoff**

Article 15, Section 3D, Procedure, is modified by adding the following:

The permanent layoff of seasonal employees of the Department of Revenue shall be by principal place of employment. All bumping pursuant to Article 15, Section 3D shall be within their principal place of employment.

Seasonal employees who have been permanently laid off shall be placed on layoff lists in accordance with Article 15, Section 3H.

In addition to recall rights provided by Article 12, permanently laid off seasonal employees shall be placed on a Department of Revenue seasonal recall list for the principal places of employment in which they have expressed an interest in order of State seniority.

The first refusal to accept recall to seasonal positions in any principal place of employment in which employees have expressed interest will result in removal of their names from the principal place of employment seasonal recall list. Refusal to accept recall a second time will result in removal from all PPE seasonal lists.

Seasonal employees on permanent layoff who are recalled to a position in a different principal place of employment shall be required to serve a new probationary period. If the seasonal employee does not successfully complete the new probationary period, they shall have the right to return to a vacancy in their former principal place of employment. If no vacancy exists, the seasonal employee will be returned to the permanent layoff record for their former principal place of employment.

Article 15, Section 5, Temporary and Emergency Positions, of the Master Agreement shall be modified as follows:

If a position in a principal place of employment is to be filled by a temporary or emergency appointment, the appointment shall be offered to employees in the following order prior to filling the position by any other means:

- A. Employees who are permanently or seasonally laid off if the position is in the same class and principal place of employment from which they were seasonally laid off in the order of State Seniority;
- B. Seasonal employees who are seasonally laid off if the position is in the same principal place of employment from which they were seasonally laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority;
- C. Employees who are permanently laid off and not employed by the State if the position is in the same seniority unit and geographic area from which they were laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority.

#### **Limited Interruptions of Seasonal Employment**

Article 15, Section 6, Limited Interruptions, of the Master Agreement shall be replaced in its entirety as follows:

Any interruption in seasonal employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continue two (2) calendar weeks or less shall not be considered a layoff. Seasonal employees of the Department of Revenue may be subject to limited interruptions of work or reduction in hours due to temporary lack of work.

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift and principle place of employment, the least senior employee(s) affected shall have their work interrupted or hours reduced.

Eligible seasonal employees of the Department of Revenue may utilize accrued vacation time during a limited interruption of employment. Except where vacation time is utilized, all employees shall be compensated for the actual number of hours worked during the pay period.

#### **Recall of Seasonal Employees**

Article 15, Section 4E, paragraph 2 of the Master Agreement shall be replaced in its entirety as follows:

The Appointing Authority shall contact all seasonal employees on the seasonal layoff list by U.S. Mail at their last known address in November of each year. The employee shall notify the Appointing Authority within five (5) calendar days of receipt of notification of intent to return to work and shall provide the Appointing Authority with current address and telephone number. It shall be the employee's responsibility to keep the Appointing Authority informed of the employee's address and telephone number.

The Appointing Authority shall recall employees using the address or telephone number provided at least three (3) calendar days in advance of the exact reporting date. The Appointing Authority will first attempt to recall employees by telephone. If unable to reach by telephone, a written notice of recall will be mailed to the address provided.

#### **Removal from the Seasonal Layoff Record**

Article 15, Section 4F of the Master Agreement shall be modified as follows:

Employees shall be removed from the seasonal layoff record for any of the following reasons:

1. Written notice from the employee that he/she does not intend to return to work;
2. Failure to respond to the November notice of intent to recall;
3. Failure to report for work from layoff;
4. Appointment to a permanent position in a class which is equal to or higher than the one from which the employee was laid off;
5. Failure to accept recall to a position in the same class in a principal place of employment other than the one from which he/she was laid off if a position in the former principal place of employment is not available;
6. Resignation, retirement or termination from State Service.

#### **Resignation**

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

Employees who elect to discontinue their seasonal employment prior to the date of layoff shall be considered to have resigned.

#### **Principal Place of Employment**

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

The determination of principal places of employment for purposes of this Supplement shall be at the discretion of the Appointing Authority.

#### **Training**

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

Seasonal employees, while on seasonal layoff, may sign up for and take classes being offered by the Department of Revenue. Such time shall not be considered work time. The cost associated with such classes, if any, shall be paid by the Appointing Authority.

**Section 4**  
**Filling of Seasonal Vacancies**

Article 12, Sections 5, 6, and 7(A) of the Master Agreement shall be modified for the filling of seasonal vacancies as follows:

Seasonal vacancies shall not be posted.

Seasonal employees who have been laid off in good standing shall be given the opportunity, prior to recall, to express an interest in seasonal positions in the same classification in other principal places of employment. Employees expressing such interest will be considered in order of State Seniority.

Article 12, Section 10, of the Master Agreement is modified as follows:

Seasonal employees who accept a seasonal position in a different principal place of employment shall be required to serve a new probationary period as defined in Article 12, Section 10. If the seasonal employee does not successfully complete the new probationary period, they shall have the right to return to a vacancy in their former principal place of employment and shall serve the remainder of their original probationary period. If no vacancy exists, the seasonal employee will be returned to the seasonal layoff record for their former principal place of employment.

**Section 5**  
**Seniority**

Article 4 (Seniority) of the Master Agreement is modified as follows for seasonal employees of the Department of Revenue:

State Seniority for seasonal employees of the Department of Revenue working or in layoff status on July 1, 1985, shall include actual time worked prior to July 1, 1985.

Classification Seniority for seasonal employees of the Department of Revenue working or in layoff status on July 1, 1985, is defined as the date of initial hire to the employee's current class.

State Seniority and Classification Seniority shall be broken by failure to work consecutive seasons.

**Section 6**  
**Filling of Clerk 2 Vacancies**

Article 12, Section 7 (Vacancies) of the Master Agreement is hereby modified as follows:

At the discretion of the Appointing Authority, up to one-half (1/2) of unlimited full-time Clerk 2 positions may be filled by the promotion of unlimited full and part-time Clerks 1 whose names appear on the certified eligible list. Such position shall not be subject to the posting and bidding requirements of the Master Agreement.

The Appointing Authority shall notify the Local Union of such action at the time it requisitions the certified eligible list.

**Section 7**  
**Filling of Vacancies**

The provisions of Article 12, Filling Vacancies, are amended as follows for employees of the Department of Revenue by adding the following:

**Reassignments**

Article 12, Section 4, Reassignment, is hereby modified as follows for employees of the Department of Revenue:

Section 4 Reassignment. When a filled position and its incumbent are to be reassigned to a different work area within a work location without a significant change in job duties, the employee and the position shall be reassigned notwithstanding Article 12, Section 4B. In such cases, the local union shall receive notice prior to the employee occupying the position to be reassigned. Such employee shall be provided with at least a fourteen (14) calendar day written notice.

**Conflict of Interest Considerations in Layoff**

When the exercise of seniority rights pursuant to the layoff and recall provisions of the Master or Supplemental Agreements would place an employee in a situation or position where concerns of nepotism, as defined in the Code of Conduct for Department of Revenue employees, would arise, the Employer agrees to meet with the Local Union to resolve the situation in such a way which does not deny the rights of the employee.

**Section 8**  
**Attendance at Local Union Meetings**

With fourteen (14) calendar days notice employees shall be permitted to adjust their hours of work, up to two (2) hours, in order to attend the regular monthly meetings of AFSCME Local 3141, provided such adjustments shall not unduly disrupt the operations of the department. Such adjustments shall not result in the payment of overtime.

**Section 9**  
**Overtime Distribution**

Article 6, Section 4, Overtime Distribution, for all employees except the Telephone Taxpayer Assistance Unit, is replaced in its entirety as follows:

Overtime shall be offered to all employees in the work area, section or principal place of employment who are in active work status who are qualified, as determined by the Appointing Authority, to perform the required work. If there are more qualified volunteers than required, the overtime work shall be assigned to the most senior qualified employees based on State Seniority. If there are insufficient volunteers to perform the required overtime work, the employees in the work area, section or principal place of employment with the least State Seniority qualified to perform the work shall be assigned to the overtime work. If necessary due to an insufficient number of employees from the work area, section or principal place of employment, the Appointing Authority may request volunteers from one (1) or more other work areas, sections or principal places of employment, determined by the Appointing Authority, to perform the overtime work. Whenever possible, all such qualified employees within the designated work area, section or principal place of employment shall be offered the overtime work prior to mandatory assignment of overtime. If there is insufficient time to request volunteers, the Appointing Authority may assign employees then on duty to the overtime work according to inverse State Seniority among those qualified to perform the overtime work.

Article 6, Section 4 of the Master Agreement, shall be supplemented and/or modified as follows for the employees in the Telephone Taxpayer Assistance Unit:

When two or more employees have worked the same amount of overtime hours, overtime assignments shall be offered first to the most senior employee, based upon State Seniority. Overtime hours actually worked shall be considered in calculating the equitable distribution of overtime.

In the event all employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of State Seniority among capable employees.

## **MINNESOTA STATE RETIREMENT SYSTEM**

### **Article 1** **Purpose**

The purpose of this Supplemental Agreement is to establish a voluntary flex-time program for employees of the work units within MSRS.

### **Article 2** **Flex-Time Schedule Request**

The flex-time schedule is based on forty (40) hour work week over a two (2) week eighty (80) hour payroll period.

Within the above prescribed parameters, the flex-time program shall allow an employee to request modification of his/her current work schedule according to any one of the following schedules:

- A. Eight (8) consecutive hours of work for each of five days in a work week.
- B. Eight and one-half (8 1/2) consecutive hours of work for four (4) work days and six (6) consecutive hours of work on any day each work week, with two (2) consecutive hours off on the same day as the six (6) consecutive hours of work day during each forty (40) hour work week consistent with the pay period of Wednesday through Tuesday.
- C. Nine (9) consecutive hours of work for eight (8) days, one (1) day of eight (8) consecutive hours of work, plus one (1) day off during eighty (80) hour payroll period.

Consecutive hours of work shall exclude the normal unpaid lunch period during the work week.

For employees choosing schedule "C", the "work week" is defined to begin four (4) hours into the shift on the eight (8) hour work day and end exactly one calendar week later. Employees choosing this schedule must take the same day of the week off that they work the eight hours the previous week. For employees choosing schedule "A" or "B", the work week runs from Wednesday through Tuesday.

An employee may request to change his/her flex-time schedule by providing a fourteen (14) calendar day written notice to the immediate supervisor. Approved changes in schedule will take place on the first day of the pay period following the fourteen (14) day notice period as long as the change is approved by the supervisor. A supervisor may waive the fourteen (14) day notice at the request of the employee, provided that the employee waives the right to any overtime compensation not required by federal law.

**Article 3**  
**Review of Requests**

Management retains the responsibility for denying or terminating individual flex-time schedules where they adversely affect the operation of the unit. Flex-time must not interfere with the unit operations during the normal office hours of Monday through Friday. Further, management may exclude any employee or group of employees if flex-time would cause MSRS to incur additional costs, be disruptive to the operation of the unit or result in reduced service to the public.

The immediate supervisor shall determine to approve or deny the flex-time request of an employee based upon job-related consideration including, but not limited to, the operation of the unit and the provision of service to the public. If there are conflicting requests from employees, and the needs of the supervisor require that not all requests may be approved, the supervisor shall approve (if all other considerations indicate approval) the request submitted by the employee with the most state seniority within a team function, or by state seniority among all unit employees not on a team or in a specific functions, or by state seniority among all unit employees. Management shall define "team" and "function" for the purposes of this Supplemental Agreement. Should conflicts still exist, they shall be resolved by lot.

The immediate supervisor shall provide the employee with written notice and explanation of the decision within seven (7) calendar days of request receipt. If an employee's request is denied, a copy of the written notice and explanation of the decision shall be available to the Union. No request may be unreasonably denied.

**Article 4**  
**Altered Schedules**

Upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be temporarily altered for a duration of not more than fourteen (14) consecutive calendar days at a time without regard to the above provisions provided that it does not result in payment of overtime. Any such alteration must also be scheduled so as not to require any full-time employee to work less than eighty (80) hours in a pay period or forty (40) hours in a "work week", including paid leave time.

**Article 5**  
**Holidays and Paid Leave Hours**

When the holiday falls on a day the employee normally works eight (8), eight and one-half (8 1/2) hours or nine (9) hours, the employee shall be paid holiday pay for eight (8) hours.

Employees normally working eight and one-half (8 1/2) hour days will work the additional one-half (1/2) hour during the same work week as mutually agreed upon by his/her immediate supervisor. Employees working nine (9) hour days will work an additional hour on the normally scheduled eight (8) hour day [which is divided into two (2) four (4) hour periods for "work week" determination] with the additional hour added to the four (4) hours associated with the "work week" in which the holiday falls.

When the holiday falls on a day the employee normally works less than eight (8) hours, the schedule shall be exchanged with the closest eight (8), eight and one-half (8 1/2) hour day to the holiday that still falls within the same Wednesday through Tuesday work week. If the holiday falls on an employee's scheduled weekday off, the holiday shall be observed on the same day a week earlier or later, whichever fits into the normal pay period.

This Supplemental Agreement serves as the fourteen (14) days notice of these schedule changes during holidays as required under Article 5 of the Master Agreement.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time charged to the paid leave or taken as unpaid leave shall be for the total hours (or fraction thereof), they would have otherwise been in attendance at work that day.

#### **Article 6** **Hours of Work**

The execution of this Supplemental Agreement hereby amends Section 2, Subdivision B (Work Day), and Subdivision C (Work Week, Work Period), of Article 5 of the Master Agreement so as to recognize the legitimacy of an eight and one-half (8 1/2) or nine (9) hour work day.

It is further agreed that no additional paid rest period shall be provided to an employee working on a flex-time schedule.

#### **Article 7** **Appeals**

An employee may appeal in writing the decision of the immediate supervisor to deny or revoke a flex-time schedule to the Unit Manager who shall respond in writing. If not resolved at that level, the decision may be appealed in writing to the appropriate Assistant Director who shall respond in writing. The decision of the Assistant Director is final and shall not be subject to Article 17 of the Master Agreement unless the action giving rise to the appeal is a violation of a specific provision of that Agreement.

#### **Article 8** **Duration**

This Supplemental Agreement shall be in effect for an indefinite period beginning the effective date of the Agreement. Should problems occur with this Agreement after its effective implementation date, the parties agree to meet and confer in an effort to resolve the issues. If they meet and confer and cannot resolve the issues, MSRS reserves the right to terminate the program with fourteen (14) calendar days written notice to the Union.

#### **Article 9** **Modification**

Any modification to this Supplemental Agreement must be agreed to in writing by the parties.

## DEPARTMENT OF TRANSPORTATION

### Article 1

#### Cross Bargaining Unit Assignments (Unit 2 - Unit 7)

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

**Section 1. Meet and Confer.** The Appointing Authority and the Local Union shall meet and confer annually to discuss Cross Bargaining Unit Assignments between Units 2 and 7.

**Section 2. Selection for Training.** When the Appointing Authority determines that an additional employee is to be trained for possible Cross Bargaining Unit Assignments, such training opportunity shall be posted for a minimum of ten (10) calendar days in the work area/truck station where such training opportunity is to be made available.

Employees shall be provided an opportunity to participate in such training based on Classification Seniority from among those employees within that work area/truck station who desire such training, and who can reasonably be expected to satisfactorily complete the training.

**Section 3. Cross Bargaining Unit Assignments.** Temporary Cross Bargaining Unit Assignments of employees shall be accomplished in accordance with the provisions of Article 12, Section 4(D).

**Section 4. Return Rights.** If the employee is unable to perform the cross bargaining unit assignment, the employee shall be returned to his/her permanent position.

### Article 2

#### Seniority

Article 4, Section 1B of the Master Agreement shall be supplemented and/or modified as follows:

For the purpose of layoff and bumping, classification seniority for the classes of Highway Field Assistant and Traffic Recorder shall be counted toward seniority in the class of Highway Technician. To count this time, the employee must be in, or have been in, the class of Highway Technician.

Classification Seniority for the class of Heavy Equipment Mechanic is defined as length of service in the classes of Heavy Equipment Mechanic and Heavy Equipment Mechanic Apprentice.

### Article 3

#### Hours of Work

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

- 1. Work Schedules.** In the Department of Transportation, the Appointing Authority may change the daily starting and quitting time of Unit 2 employees for the entire week up to two (2) hours either way providing a notice is posted a minimum of three (3) working days in advance of the proposed change. Notification prior to the start of any shift shall constitute the first day's notice. Employees may be returned to their previously established schedule upon reasonable notice by the Appointing Authority.

2. **Emergency Work Schedule.** Employees whose hours of work are controlled by the contractor may have their schedule changed due to the contractor's operations. In the event a change in schedule is necessary, as much advance notice as possible must be given the employee through the Appointing Authority's project supervisor. Such change shall not be considered a split shift.

Any schedule changes made pursuant to the above shall not result in the payment of overtime.

The supervisor shall give due consideration to any employee who requests not to work beyond sixteen (16) hours in a day. Normally, an employee shall not be required to work beyond fourteen (14) consecutive days. In this situation, the employee may request time off with three (3) days notice to the supervisor.

3. **Winter Maintenance Schedules.** The Appointing Authority may establish a winter maintenance schedule to be used in severe or extreme road conditions for snow and ice control operations. The schedule shall be posted at least fourteen (14) calendar days in advance of the effective date each fall. The posted schedule shall also cite the date each spring when winter maintenance schedules shall no longer be in effect.

Under the winter maintenance schedule, the Appointing Authority may split the available employees into more than one (1) shift. Such shift shall be periodically rotated or established by internal bid after taking into consideration the desires of the Local Union. The posting shall name which employees are assigned to each shift.

The Appointing Authority shall use reasonable reason, including weather forecast where appropriate, in determining that severe or extreme road or weather conditions exist for snow and ice control operations. It is specifically understood by the parties that winter maintenance schedules may be declared to be in effect only when severe or extreme road or weather conditions exist or are forecast. When severe or extreme road or weather conditions do not exist or are not forecast, and an employee is called outside of the established work schedule for operations such as spot sanding or plowing isolated patches of snow and ice, such assignment must be made on an overtime basis.

On any day on which a change from a regular work schedule to a winter maintenance schedule, or from a winter maintenance schedule to a regular work schedule takes place, no employee shall be scheduled to work less than the number of hours in the employee's established schedule before the winter maintenance schedule was activated. When such maintenance schedule is in effect, overtime rates shall be paid only for those hours worked in excess of the number of hours in the employee's established schedule before the winter maintenance schedule was activated except that when the consecutive hours of any employee's work day must be interrupted, such employee shall be compensated at the appropriate overtime rate for all hours worked outside the employee's previously scheduled work period. In no case shall an employee be paid for those intervening hours not worked.

Overtime callout by shift seniority may continue where that was the practice during the 1992-1993 winter maintenance season. A change, from the practice during the 1992-1993 winter maintenance season, from overtime callout by strict seniority to overtime callout by shift seniority shall be by mutual agreement between the Local Union and Appointing Authority.

During the period when snow and ice control operations can be required to be performed in early fall and in early spring, when the Winter Maintenance Schedules are not in effect, Metro Division maintenance employees are limited to a maximum work shift of sixteen consecutive hours for snow and ice control related work.

After working sixteen (16) consecutive hours, the employee should be given a minimum of seven and one half hours of rest before being recalled to work.

4. **Road Patrol.** Under those circumstances where the Appointing Authority must reduce hazardous driving conditions by the use of employees outside of their established work schedule for operations such as spot sanding or plowing isolated patches of snow and ice, with employee and truck, such conditions may be met either by the establishment of a night patrol, or a dawn patrol, or by calling in an employee on an overtime basis, when such conditions exist, or may exist.

The Appointing Authority may establish a weather watch, dawn patrol, night patrol, or road patrol whose purpose is to patrol the roads and respond to or warn of hazardous driving conditions. After taking into consideration the desires of the Local Union, the shift(s) shall either be posted for bid or rotated. If posted, the shift(s) shall be posted only in the truck station(s) where such shift change(s) will be made and if there are bidders, the change of shift shall be assigned on the basis of Classification Seniority on a non-rotating basis. If there are no bidders, the Appointing Authority may assign the least senior employee(s) on a non-rotating basis, or may assign the employee(s) of the truck station on a rotating basis. Where a Heavy Equipment Operator, Intermittent, is needed the posting shall so state.

5. **Fire Season Schedules.** The Appointing Authority may establish fire seasons schedules to be used in severe or extreme fire conditions. The schedule shall be posted at least fourteen (14) calendar days in advance of the effective date each spring. The posted schedule shall also cite the date each fall when fire seasons schedules shall no longer be in effect.

Under the fire seasons schedule, the Appointing Authority may split the available employees into more than one (1) shift. Such shift shall be periodically rotated or established by internal bid after taking into consideration the desire of the Local Union. The posting shall name which employees are assigned to each shift.

The Appointing Authority shall use reasonable reason in determining that severe or extreme fire conditions exist. It is specifically understood by the parties that fire seasons schedules may be declared to be in effect only when severe or extreme fire conditions exist or are forecast. When severe or extreme fire conditions do not exist or are not forecast, and an employee is called outside of the established work schedule, such assignment must be made on an overtime basis.

On any day on which a change from a regular work schedule to a fire seasons schedule, or from a fire seasons schedule to a regular work schedule takes place, no employee shall be scheduled to work less than the number of hours in the employee's established schedule before the fire seasons schedule was activated. When such fire seasons schedule is in effect, overtime rates shall be paid only for those hours worked in excess of the number of hours in the employee's established schedule before the fire seasons schedule was activated except that when the consecutive hours of any employee's work day must be interrupted, such employee shall be compensated at the appropriate overtime rate for all hours worked outside the employee's previously scheduled work period. In no case shall an employee be paid for those intervening hours not worked.

#### **Article 4** **Overtime Distribution**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Overtime work shall first be offered to the most senior employee(s) in the same job class and in the same work area who are capable of performing the work available. The overtime work shall first be offered to employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the overtime assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section. In the event all capable employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the employee's supervisor, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority among capable employees in the event that all capable employees decline overtime work.

Employees may rescind such waivers upon fourteen (14) calendar days written notice to the employee's supervisor.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

Employees shall be allowed to choose cash and/or compensatory time within the same pay period. Should an employee fail to indicate on the time report, liquidation shall be in cash.

#### **Article 5** **Reassignment**

Article 12, Section 4D of the Master Agreement shall be supplemented and/or modified as follows:

Temporary reassignments shall be for six (6) months or less. Cross bargaining unit assignments may be extended up to three (3) months upon agreement of the Local Union and the Appointing Authority.

Article 12, Section 4B of the Master Agreement shall be supplemented and/or modified as follows:

In Mn/DOT outstate districts, the Appointing Authority has the right to reassign employees within a headquarters or within a resident office.

#### **Article 6** **Tools and Equipment Loss**

The provisions of the Master Agreement shall be supplemented as follows:

The Appointing Authority will provide tool boxes or tool cabinets for Heavy Equipment Mechanic, Heavy Equipment Field Mechanic and Welder to store their tools. While tools are in the care, custody, and control of the Appointing Authority, the Appointing Authority shall indemnify each employee for tool losses caused by fire, wind, or theft by forcible entry at their full replacement value provided the tools are listed in the most recent previously filed inventory approved by the supervisor.

Employees in Unit 2 and Unit 7 who are required by the Appointing Authority to furnish basic hand tools and/or equipment, shall be indemnified by the Appointing Authority for tools and/or equipment losses caused by fire, wind, or theft by forcible entry while the tools and/or equipment are secured on the Appointing Authority's premises or are in a locked vehicle which use is authorized by the Appointing Authority, or when they are in a field office on a construction project provided the tools are listed in a previously filed inventory approved by the supervisor.

### **Article 7** **Maintenance Seasonal Work Crews**

The provisions of Article 12, Sections 1 through 6 of the Master Agreement shall be supplemented and/or modified as follows:

**Metropolitan Maintenance.** Seasonal work crew assignments within the Division region and/or within each truck station shall be posted for a minimum of seven (7) calendar days. In the event that no employee applies for the vacancy(s), the Appointing Authority shall fill the opening(s) by assignment on the basis of employee qualifications and inverse seniority. Employees selected for such assignments shall be given seven (7) calendar days notice prior to such assignments.

Seasonal work crew assignments are assignments to those maintenance operations which are Division-wide, region-wide or truck station-wide in scope, and are operations where some special skill or expertise is necessary so that it is generally a requirement, from the standpoint of efficiency and economy of operation, to retain the same employee on the assignment for the duration of the operation in any particular calendar year.

The posted notice announcing the formation of a seasonal work crew will indicate the approximate duration of the assignment by citing: a) the approximate starting and ending dates; or, b) where appropriate, by stating that the duration is until the project is completed. Where such seasonal work crew assignment involves a change in work hours or a change in the work week, an additional notice returning the employees to their previous schedule will not be required as long as the original posted notice indicated the approximate duration of the project.

Ten maintenance seasonal work crews shall be staffed by employees on a Division-wide basis. The ten seasonal work crew assignments shall be: the Night Maintenance Seasonal work crew; the Division-Wide Paving Crew; the Division-Wide Striping Crew; the Division-Wide Sweeping Crew (days); the Division-Wide Sweeping Crew (nights); the Division-Wide Maintenance Dispatch Crew; the Division-Wide Landscape Crew; the Division-Wide Herbicide Crew; the Division-Wide Fence/Guardrail Crew; and the Division-Wide Gunite Crew (Bridge). The ten work crew assignments shall be posted for a minimum of seven (7) calendar days. In the event that no employee applies for the vacancy(s), the Appointing Authority shall fill the opening(s) by assignment on the basis of employee qualifications, and inverse seniority. Employees selected for the ten seasonal work crew assignments shall be given seven (7) calendar days notice prior to such assignment. When the need arises to change the above list, the Division Management and the Local Union will meet and confer prior to implementing the change.

**Outstate Maintenance.** Openings on seasonal work crews shall be filled after posting for a minimum of ten (10) calendar days.

Assignment to these seasonal work crew openings shall be made on the basis of Classification Seniority from those employees applying from the maintenance area, sub-area, or truck station from which such a crew is being formed. If an insufficient number of employees apply for the openings, the openings will be filled in inverse order of Classification Seniority among employees from the maintenance area, sub-area, or truck station from which such a crew is being formed. During the period while the selection process is taking place, the Appointing Authority may temporarily assign employee(s) to seasonal work crew openings to fulfill operating requirements.

Should it become necessary to supplement the basic crew, the Appointing Authority may supplement such basic crew by assignment from the area where the work is being performed.

Seasonal work crew assignments are assignments to those maintenance operations which are area-wide in scope, and are operations where some special skill or expertise is necessary so that it is generally a requirement, from the standpoint of efficiency and economy of operation, to retain the same employee on the assignment for the duration of the operation in any particular calendar year.

The posted notice announcing the formation of a seasonal work crew will indicate the approximate duration of the assignment by citing: a) the approximate starting and ending dates; or, b) where appropriate, by stating that the duration is until the project is completed. Where such seasonal work crew assignment involves a change in work hours or a change in the work week, an additional notice returning the employees to their previous schedule will not be required as long as the original posted notice indicated the approximate duration of the project.

#### **Article 8** **Limited Interruptions of Employment**

The provisions of Article 15, Section 6 of the Master Agreement shall be supplemented and/or modified as follows:

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift and work location, the least senior employee(s) affected shall have their work interrupted or hours reduced. When it is necessary for an employee to hold certification on heavy equipment, the most senior employee who is certified on the required equipment will be retained. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit employees.

#### **Article 9** **Safety Inspections**

Due to the unique circumstances in the Minnesota Department of Transportation where full-time safety professionals are employed, it is agreed that where a Local Union representative is not available to accompany the safety officer on the Annual Building Inspection, the safety officer will provide a copy of the inspection report to the Local Union President. Where a Local Union Representative is present for the inspection, that person will be given a copy of the report, it will include all pertinent information concerning findings and recommendations.

#### **Article 10** **Work Out of Class**

The provisions of Article 18, Section 9 of the Master Agreement shall be supplemented and/or modified as follows:

When an employee in the classifications of Highway Maintenance Worker Senior or Bridge Worker is assigned to Work Out of Class as a supervisor, the employee shall be paid at a rate within the higher range which is at least one (1) step higher than the employee's current salary and which can be higher at the discretion of the Appointing Authority.

#### **Article 11** **Probationary Period**

The provisions of Article 12, Section 10C of the Master Agreement shall be supplemented and/or modified as follows:

The initial six (6) months probationary period of a new Mn/DOT employee may be extended for a period not to exceed three (3) months, provided that the employee was given a written mid-probationary review and provided that a written notice of the extension is given to the employee and the union prior to the end of the fifth (5th) month of the probationary period.

#### **Article 12** **Maintenance**

1. Selection and Certification of Employees for Heavy Equipment Operator (Intermittent). When the Appointing Authority determines that an additional employee(s) is to be trained for certification as a Heavy Equipment Operator (Intermittent) within a particular truck station outstate subarea, or area, or the Metro Division or a Metro region, such opportunity shall be posted a minimum of seven (7) calendar days in the truck station, etc., where an additional employee(s) is to be certified. Only employees earning less than the rate of pay for Heavy Equipment Operator (full-time) assigned to the truck station, etc., where the additional employee(s) is to be trained shall be eligible to bid. Employees interested in being considered for such training shall indicate their interest in writing.

For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority in a truck station, the Appointing Authority shall consider for training the three (3) most senior employees who have indicated their interest in writing. For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority in an outstate subarea, the Appointing Authority shall consider for training the four (4) most senior employees who have indicated their interest in writing. For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority to operate a piece of area region or division equipment, the Appointing Authority shall consider for training, the seven (7) most senior employees within the area, region or division who have indicated their interest in writing.

Such employees considered for training will be scheduled for a written test for the purpose of determining their knowledge of the proper maintenance and the operation of the equipment.

The employee(s) with the highest score shall be offered the training. When there is a need for more than one (1) employee to be selected for training from one (1) posting, the Appointing Authority will select for training (from the three (3), four (4) or seven (7) most senior employees who signed the posting), the employee with the highest score. To the remaining two (2), three (3) or six (6) senior employee names, the name of the next senior employee will be added. Again, selection will be made of the employee with the highest score. When additional certified operators are needed, over and above the number indicated by the posting, the entire process shall be repeated.

At the discretion of the Area Maintenance Engineer, the below procedure may be followed for certification of Heavy Equipment Operators (Intermittent).

Qualification for Certification as a Heavy Equipment Operator (Intermittent). When the Appointing Authority determines that an additional employee is to be trained for certification as a Heavy Equipment Operator (Intermittent), at a particular truck station, or within a sub-area or maintenance area, on a specific piece of equipment, employees shall be provided an opportunity to train for certification by Classification Seniority from among those employees within the truck station, sub-area or maintenance area, who desire such opportunity to qualify and who can reasonably be expected to satisfactorily meet the standards for certification on such equipment.

If no employee desires to train for certification, the least senior employee who can be reasonably expected to satisfactorily meet the standards for certification may be assigned to such training.

An employee shall be certified as a Heavy Equipment Operator (Intermittent) upon completion date of the required schedule of hours for that designated piece of equipment and upon certification by the Highway Maintenance Superintendent and the Highway Equipment Supervisor within the block of hours in effect for the designated equipment. An employee may also be certified as a Heavy Equipment Operator by the Highway Maintenance Superintendent and the Highway Equipment Supervisor without completing the schedule of hours of training, if the employee has demonstrated his/her ability to satisfactorily operate the equipment. After certification, for good and sufficient reason, the Appointing Authority may require re-examination for continued certification. The Appointing Authority shall also have the right to decertify an employee as a Heavy Equipment Operator (Intermittent) for just cause.

When the Appointing Authority determines that an additional employee is to be trained for certification for operation of the Tandem Truck or the Four Wheel Drive Loader at a particular truck station, employees shall be provided an opportunity to train for certification by Classification Seniority from among those employees within the truck station, who desire such opportunity to qualify and who can reasonably be expected to satisfactorily meet the standards for certification.

2. Assignment to Heavy Equipment Operator (Intermittent). Where adequate staffing of the work permits, employees will be assigned to Heavy Equipment Operator (Intermittent), within each truck station, etc., based on Classification Seniority as follows:
  - a. Area Equipment (greater Minnesota only). For area equipment, any one of the following options may be used:
    - 1) Assign the most senior certified operator from the area where the equipment is housed and send him/her to operate the equipment;
    - 2) Send the equipment and assign the most senior certified operator from the area where the equipment will be operated;
    - 3) Send the equipment and train for certification the most senior, interested employee from the area where the equipment will be operated.
  - b. Division Equipment (Metro Division only). For division equipment, either of the following options may be used:
    - 1) Assign the most senior certified operator from the division; or
    - 2) Send the equipment and assign the most senior certified operator from the region or truck station where the equipment will be operated.

NOTE: For the Metro Division only, the employee will travel to the assigned area on his/her own time and expense.

- c. Subarea Equipment (outstate only). For subarea equipment, any one of the following options may be used:
- 1) Assign the most senior certified operator from the subarea where the equipment is housed and send him/her to operate the equipment;
  - 2) Send the equipment and assign the most senior certified operator from the subarea where the equipment will be operated;
  - 3) Send the equipment and train for certification the most senior interested employee from the subarea where the equipment will be operated.
- d. Region Equipment (Metro Division only). For region equipment, any one of the following options may be used:
- 1) Assign the most senior certified operator from the region where the equipment is housed and send him/her to operate the equipment;
  - 2) Send the equipment and assign the most senior certified operator from the region/truck station where the equipment will be operated;
  - 3) Send the equipment and train for certification the most senior interested employee from the region/truck station where the equipment will be operated.
- e. Truck Station Equipment. Truck station equipment is heavy equipment which is stationed, housed or assigned to a truck station, and which normally operates within a truck station's boundaries. The most senior certified operator among truck station operators where the equipment is stationed or housed shall be assigned to operate the equipment throughout the truck station.

When the equipment moves into another truck station to perform work and returns on the same day it shall be assigned to the most senior certified operator from where the equipment is stationed. When truck station equipment is to be used in another truck station and will not be returned at the end of the scheduled work day to the truck station where it is stationed, housed, or assigned, the truck station equipment will temporarily be reassigned to the truck station where it is to be used. In this event, the most senior certified operator from the truck station to which the equipment has been reassigned shall be assigned to operate the equipment. If there are no certified operators available in that truck station, the most senior certified operator from an abutting truck station within the district shall be assigned to operate the equipment.

NOTE: In the Metro Division, the terms truck station and sub-area may be used interchangeably.

3. **Fringe Pay for Intermittent Assignments.** Intermittent Supervisor and/or Intermittent Heavy Equipment Operators who maintain a minimum of twelve-hundred (1200) hours in a twelve (12) consecutive month period in such assignments shall be paid forty cents (\$.40) per hour premium in addition to their regular hourly rate when using vacation or sick leave or observing non-worked holidays. The twelve (12) month minimum shall be recomputed quarterly and the employee shall receive the forty cents (\$.40) per hour premium provided he/she has maintained the twelve-hundred (1200) hour minimum in the most recent twelve (12) month period.
4. **Heavy Equipment Seniority.** Should any employees in the classification of Highway Maintenance Worker transfer from one Seniority Unit to another Seniority Unit in the same department, they shall continue to use their previous heavy equipment certification dates for purposes of their new assignment.
5. **Bridge Workers.** Bridge Workers who demote to Highway Maintenance Worker/Senior shall be required to qualify for Heavy Equipment Operation through the selection and certification process prior to operating heavy equipment.
6. **Intermittent Supervisor.** Employees are represented by the Union when assigned to Intermittent Supervisor status. The selection and assignment of such employees are not subject to the provisions of Article 12 of the Agreement. Discipline of such employees is subject to the provisions of Article 16 and 17 of the Agreement. Intermittent Supervisors shall receive the intermittent differential pay on an hour for hour basis when they are assigned to perform the work duties of an Intermittent Supervisor. Assignment shall be subject to MTCE Bulletin 84-1 and its revisions.

**Article 13**  
**Attendance at Union Meetings**

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

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the local union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must require prior approval from their immediate supervisor twenty one (21) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. Requests may be denied if approval would result in the payment of overtime. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within the same work week, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at union meetings, the Employer shall have no liability for overtime hours of pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a union meeting.



Minnesota Department of Transportation

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Transportation Building  
395 John Ireland Boulevard  
Saint Paul, Minnesota 55155-1899

June 24, 1993

Bob Hilliker  
Business Representative  
AFSCME, Council No. 6  
265 Lafayette Rd. S.  
St. Paul, MN 55107

Subject: Winter Maintenance Schedules

Dear Bob:

At our recently concluded supplemental agreement negotiations we spent a considerable amount of time discussing concerns over Mn/DOT's use of Winter Maintenance Schedules. We agreed that most of the issues could be best addressed at the local levels.

Further, we agreed that the local union and local Mn/DOT management would discuss Winter Maintenance Schedule issues each year at the division, district or maintenance area level. Issues not resolved through this local meet and confer process could be further addressed by a meeting of the AFSCME, Council 6, Liaison, the Mn/DOT Labor Relations Manager and the Area Maintenance Engineer. The Area Maintenance Engineer's decision will be final.

Sincerely,

Jim McKane  
Mn/DOT Labor Relations Manager



**Minnesota Department of Transportation**

**Transportation Building**  
395 John Ireland Boulevard  
Saint Paul, Minnesota 55155-1899

May 25, 1995

Bob Hilliker  
Business Representative  
AFSCME, Council No. 6  
300 South Hardman Avenue  
South St. Paul, MN 55075

Subject: Construction Assignments

Dear Bob:

At our recent concluded supplemental agreement negotiations, we spent a great amount of time discussing the Union's concerns over highway technicians and their ability to be selected for construction assignments.

We agreed to encourage this issue to be brought up at the annual local meet and confer which takes place prior to each construction season.

If issues are not resolved at the local level, the concerns could be further addressed by a meeting of the AFSCME, Council 6, liaison, the Mn/DOT Labor Relations Manager and the Assistant District Engineer or equivalent person. The Assistant District Engineer's decision will be final.

Sincerely,

Jim McKane  
Labor Relations Manager

## MINNESOTA VETERANS HOME - HASTINGS

### Article 1 Hours of Work

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period.** Full-time employees shall at the Administrator's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
  - c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

2. **Fixed Night Shift (for all units except Units 2 and 7).** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Administrator may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, projects or jury duty. Employees working other than fixed night shifts may be rescheduled to work the night shift. The Administrator shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Administrator shall accept capable and qualified volunteers prior to the assignment of the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Administrator from such work area who is working other than fixed nights, if there is more than one volunteer, the most senior capable and qualified based upon State Seniority shall be scheduled to:

- a. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- b. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- c. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- d. Cover for days off of employees assigned to fixed nights;
- e. Except for Unit 4 employees, temporarily reassign more staff to the night shift for projects; and/or

f. Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- A. Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
- B. Notwithstanding the provisions of Article 12, notify the personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- C. Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.
3. Shifts Between Days Off. No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

## Article 2 Work Schedules

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

Full-time employees in the LPN class shall be scheduled on an every other weekend off rotation.

Employees may be temporarily scheduled other than for the established scheduling pattern for purposes such as training, staff development, informational meetings, team meetings, and special projects.

If it becomes necessary to permanently change the scheduling pattern in the interest of efficient operations, to meet the needs of the public, the Department, or the Homes, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. Upon request, the Local Union and the Administrator shall meet and confer to discuss the new schedules prior to fourteen (14) day posting period provided for in Article 5 of the Master Agreement.

The Local Union and the Administrator may mutually agree to alter the terms of the Hours of Work and Work Schedules sections.

### **Article 3** **Overtime Distribution**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows through June 30, 1998. On July 1, 1998, all overtime shall be distributed in accordance with Article 6, Section 4 of the Master Agreement.

Licensed Practical Nurse 1 and Licensed Practical Nurse 2 shall be considered one class for the purposes of overtime distribution.

Human Services Technician and Human Services Technician, Senior shall be considered one class for the purposes of overtime distribution.

General Maintenance Workers 1, 2 and 3 shall be considered one class for the purpose of overtime distribution.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

Overtime work shall first be offered to employees then on duty in the same class within or among classes as determined by the Administrator in the work area who are capable of performing the work available, by State Seniority. Should the senior employee choose not to accept the overtime assignment, the next most senior employee shall be offered the overtime.

If no employee in the same class or classes as determined by the Administrator in the work area who are capable of performing the work accepts the overtime assignment, the overtime shall next be offered campus-wide to all employees then on duty in the same class or classes as determined by the Administrator who are capable of performing the work available, by State seniority.

If no employee then on duty in the same class or classes accepts the overtime assignment, the overtime assignment shall next be offered to employees in the same class or classes as determined by the Administrator who are capable of performing the work who are then off duty, by State seniority, when feasible.

In the event all capable employees in the same class or classes as determined by the Administrator decline the overtime work, the Administrator shall assign the overtime based upon inverse order of State seniority, within or among class(es) as determined by the Administrator, to employees capable of performing the work and assigned to the work area who are then on duty. The assignment shall be rotated within each pay period beginning with the least senior capable employee based on State seniority.

Those employees working as a "float" shall be considered to be in the work area to which they are assigned to work at the time overtime is offered or assigned.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

Overtime work shall first be offered to employees within or among classes as determined by the Administrator in the work area who are capable of performing the work by State seniority. Should the senior employee choose not to accept the overtime assignment, the next most senior employee shall be offered the overtime.

If no capable employee in the same class or classes as determined by the Administrator in the work area accepts the overtime assignment, the overtime shall next be offered campus-wide to all employees in the same class or classes as determined by the Administrator who are capable of performing the work by State seniority.

In the event all capable employees decline the overtime work, the Administrator shall assign the overtime based upon inverse order of State seniority to a capable employee in the same class or classes as determined by the Administrator and work area the assignment occurs. The assignment shall be rotated within each pay period beginning with the least senior capable employee based on State seniority.

Each supervisor shall maintain a current seniority roster for his/her work area. Employees shall notify their supervisor of their willingness to be called for overtime assignments, on a form provided. Employees who have indicated a willingness to be called for overtime and have refused three (3) offers of overtime within a six (6) month period shall no longer be called.

The Administrator shall not be required to cut in on work in progress in order to comply with the requirements of this section. In emergencies, notwithstanding the terms of this section, the Administrator may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

In the Housekeeping Department only, overtime shall be distributed in accordance with Article 6, Overtime, Section 4, of the Master Agreement.

#### **Article 4** **Attendance at Union Meetings**

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

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Administrator designee five (5) calendar days in advance of the meeting date, or less with supervisory approval. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Administrator reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within five (5) working days after the meeting, if work is available, to prevent a loss of earnings.

In the event work is available and an employee requests to work extra hours to offset time spent at union meetings, the Administrator shall not approve the request if it would result in the payment of overtime unless overtime is assigned as outlined in this supplement.

#### **Article 5** **Holidays**

Assignment of a Holiday. Article 7, Section 8A, of the Master Agreement shall be amended as follows:

In the Housekeeping Department only, the most senior employee shall specify interest in working or not working on the next upcoming holiday. When the holiday after that approaches, the second most senior employee shall specify interest in working or not working on that holiday, and so forth, proceeding from most senior to least senior. When the least senior employee has been able to exercise his/her right to decide on work on a holiday, the right to decide shall then belong to the most senior employee and again, the right to decide shall move from most senior to least senior.

#### **Article 6** **Conflicts Of Interest**

The following practices are to be followed in situations involving the employment or potential employment of members of the same family unit:

1. Employees who have responsibility for hiring will disqualify themselves for any situations involving the hiring of another family member.
2. Managers and supervisors will work to address situations where family members are working in a direct superior/subordinate relationship.
3. The supervision of one family member by another is to be avoided whenever possible. Where family situations exist, no supervisor or leadworker shall grant any special consideration, treatment, or advantage to another family member beyond that which is available to every other employee.
4. Family members shall mean: spouse, children, siblings (including sisters/brothers-in-law), parents, and parents of spouse.
5. Performance appraisals are to be done by an unrelated third party.

#### **Article 7** **Overnight Activities**

The total compensation granted employees 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, if so designated, eight (8) hours at the on call rate.

Minnesota  
Department of  
Employee  
Relations

Leadership and partnership in  
human resource management

May 12, 1997

Bev Hall  
Business Representative  
AFSCME, Council No. 6  
300 Hardman Avenue South, Suite 300  
South St. Paul, MN 55075

**SUBJECT: Veterans Home - Hastings Supplemental Agreement Negotiations**

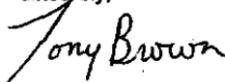
Dear Bev:

At our recently concluded supplemental agreement negotiations for the Minnesota Veterans Home - Hastings, we discussed two issues that we believed could be resolved or researched without adding language to the agreement.

First is the issue of reducing the request for a statement from a medical practitioner to writing. We agreed that the Human Resources Director for the Veterans Home Board will write a letter (copied to the Council) to the Hastings Veterans Home Administrator stating what the Agreement states on this issue and how the Hastings Veterans Home will handle these situations in the future.

Second is the issue of purchasing of required safety shoes. It was agreed that the Hastings Veterans Home will research the possibility and feasibility of allowing employees to purchase safety shoes at the work site.

Sincerely,



Tony Brown  
Labor Relations Representatives  
Labor Relations/Compensation Division  
(612) 296-8408

TB:can

## MINNESOTA VETERANS HOME - LUVERNE

### **Article 1** **Scheduling**

Article 5, Hours of Work of the Master Agreement shall be supplemented and/or modified as follows:

1. **Additional Hours.** Part-time employees may be offered additional hours on a day not scheduled.

The Administrator shall notify the affected employees as soon as the need for such schedule changes becomes known. An effort will be made to distribute available work hours subject to this change on an equal basis. In all cases, any change in scheduling shall be for additional work hours not previously scheduled and not to exceed eight (8) hours per shift at straight time pay, and must be due to unanticipated, unknown or unforeseen reasons. Any schedule changes made which meet this criteria shall not be subjected to penalty pay.

2. **Work Period.** All employees shall be scheduled to work no more than seven (7) consecutive days. Any employee scheduled more than seven (7) consecutive days shall receive compensation for hours worked beyond seven (7) consecutive days at the rate of time and one-half. However, when the seven (7) consecutive days are exceeded due to the employee trading shifts or agreeing to additional hours, the employee shall not receive penalty pay.
3. **Fixed Night Shift** (for all units except Units 2 and 7). Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Administrator may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift shall have their weekends defined as Friday and Saturday.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, projects or jury duty. Employees working other than fixed night shifts may be rescheduled to work the night shift. The Administrator shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Administrator from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- a. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- b. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- c. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- d. Cover for days off of employees assigned to fixed nights.
- e. Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- a. Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
- b. Notwithstanding the provisions of Article 12, notify the personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift, that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
- c. Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

#### **Article 2** **Conflicts Of Interest**

The following practices are to be followed in situations involving the employment or potential employment of members of the same family.

1. Employees who have responsibility for hiring will disqualify themselves for any situations involving the hiring of another family member.
2. Managers and supervisors will work to address situations where family members are working in a direct supervisor/employee relationship.
3. The supervision of one family member by another is to be avoided whenever possible. Where family situations exist, no supervisor or leadworker shall grant any special consideration, treatment or advantage to another family member beyond that which is available to every other employee.
4. Family members shall mean: spouse, children (biological or adopted/foster), siblings (including sisters/brothers-in-law), parents, and parents of spouse.
5. Performance appraisals are to be done by an unrelated third party.

#### **Article 3** **Overtime**

Article 6, Section 3 Scheduled Overtime of the Master Agreement shall be modified as follows:

1. **Mandatory training and meetings.** Any employee required to attend mandatory training or meetings will be compensated at the employee's regular rate of pay for a minimum of the two (2) hours. Any hours worked above 80 within the payroll period shall be compensated at time and one half.
2. **Non-mandatory training and meetings.** Any employee, who at their own discretion, attends work related training or meetings sponsored by the Home will be compensated at the employee's regular rate of pay for the actual time in attendance.

#### **Article 4** **Holidays**

Article 7, Section 8A Scheduling of the Master Agreement shall be modified as follows: For the purpose of this article only, the Thanksgiving holiday includes the Day after Thanksgiving holiday.

The Administrator shall make every effort to schedule Unit 4 employees within each class, within each shift, to have the Christmas holiday off on alternate years. In opposing years, employees will have the Thanksgiving and New Years holidays off.

The Administrator shall make every effort to schedule Unit 3 employees within each class, within each shift to have alternate holidays off each year.

To provide for this holiday rotation plan, employees may not request vacation leave that would include the holiday(s) they are scheduled to work, except that requests for such holidays may be arranged through mutually agreed exchanges by the employees.

#### **Article 5** **Vacation Leave**

Article 8, Section 3 Vacation Period of the Master Agreement shall be modified as follows:

Employees shall be granted at least one weekend, of their regularly scheduled weekends, off as vacation each calendar year.

### **MINNESOTA VETERANS HOME - MINNEAPOLIS**

#### **Article 1** **Hours of Work**

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period.** Full-time employees shall at the Appointing Authority's discretion be:
  - a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
  - b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
  - c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

2. **Fixed Night Shift (for all units except Units 2 and 7).** Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, projects or jury duty. Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- a. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- b. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- c. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- d. Cover for days off of employees assigned to fixed nights;
- e. Except for Unit 4 employees, temporarily reassign more staff to the night shift for projects; and/or
- f. Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- A. Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
- B. Notwithstanding the provisions of Article 12, notify the personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification

Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

C. Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

3. **Shifts Between Days Off.** No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

Full-time Unit 4 employees shall be scheduled on an every other weekend off rotation.

Full-time housekeeping employees shall be scheduled to have at least two (2) out of three (3) weekends off.

For full-time employees other than Unit 4 employees, the scheduling pattern/practice in effect as of the effective date of the Master Agreement shall continue.

Employees may be temporarily scheduled other than for the established scheduling pattern for purposes such as training, staff development, informational meetings, team meetings, and special projects.

If it becomes necessary to permanently change the scheduling pattern in the interest of efficient operations, to meet the needs of the public, the Department, or the Homes, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. Upon request, the Local Union and the Appointing Authority shall meet and confer to discuss the new schedules prior to fourteen (14) day posting period provided for in Article 5, Section 1C of the Master Agreement.

The Local Union and the Appointing Authority may mutually agree to alter the terms of the Hours of Work and Work Schedules sections.

## **Article 2** **Additional Part-time Hours**

Article 6, Section 1 of the Master Agreement shall be supplemented and/or modified as follows for the Minneapolis and Fergus Falls Homes:

Part-time employees (excluding temporaries and emergencies), may work additional hours within the fourteen (14) day posting period at the "straight time" rate in accordance with the following:

If additional work is needed within the required posting period, the Administrator may offer this work to part-time employees. If a part-time employee accepts the work, the part-time employee shall not be eligible for "penalty pay."

A part-time employee would not be eligible to be offered such work if the additional hours would result in the payment of overtime pursuant to the Fair Labor Standards Act.

If no eligible part-time employee accepts the work, the Administrator is not required to assign the work to a part-time employee.

If a part-time employee is assigned to work as overtime, the part-time employee shall be eligible for overtime pay pursuant to Article 6.

### **Article 3** **Insurance Benefits Eligibility**

The Administrators and the Local Union President at the Minneapolis and Fergus Falls Homes will review the payroll records for part-time employees to determine if any have met a higher level of insurance eligibility as defined in Article 19, Section 2 of the Master Agreement. This review will be conducted every quarter of the calendar year henceforth.

Any part-time employee who has worked sufficient time to warrant an adjustment in insurance eligibility will be awarded that eligibility the next full pay period after the end of the quarter. This process will begin October 1997.

### **Article 4** **Overtime Distribution**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

This provision shall only cover Unit 2, 3 and 4 employees only.

The offer and distribution of overtime shall be based on state seniority.

Licensed Practical Nurse 1 and Licensed Practical Nurse 2 shall be considered one class for the purposes of overtime distribution.

Human Services Technician, Human Services Technician, Senior and Veterans Home Program Assistant shall be considered one class for the purposes of overtime distribution.

Unit 4 employees shall indicate their desire of working overtime by signing up on overtime sheets provided by the Appointing Authority. The sheet will indicate date and shift. The offer and distribution of overtime shall be based on unit and state seniority.

For purposes of overtime distribution only, for Unit 3, the campus shall be considered the work area.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

Overtime work shall first be offered to employees then on duty in the same class within or among classes as determined by the Appointing Authority in the work area who are capable of performing the work available, by State Seniority. Should the senior employee choose not to accept the overtime assignment, the next most senior employee shall be offered the overtime.

If no employee in the same class or classes as determined by the Appointing Authority in the work area who are capable of performing the work accepts the overtime assignment, the overtime shall next be offered campus-wide to all employees then on duty in the same class or classes as determined by the Appointing Authority who are capable of performing the work available, by State seniority.

If no employee then on duty in the same class or classes accepts the overtime assignment, the overtime assignment shall next be offered to employees in the same class or classes as determined by the Appointing Authority who are capable of performing the work who are then off duty by State seniority, when feasible or in the case of Unit 4 employees who have indicated a desire in writing to work overtime.

After the Employer has contacted all employees on the Unit 4 sign up list and there is still overtime work available, before the least senior qualified employee is mandated to work the overtime, the Employer shall contact employees who have indicated a desire to work overtime for a specified unit, day or shift. The most senior qualified volunteer shall be given the overtime assignment.

In the event all capable employees in the same class or classes as determined by the Appointing Authority decline the overtime work, the Appointing Authority shall assign the overtime based upon inverse order of State seniority, within or among class(es) as determined by the Appointing Authority, to employees capable of performing the work and assigned to the work area who are then on duty. The assignment shall be rotated within each pay period beginning with the least senior capable employee based on State seniority.

Those employees working as a "float" shall be considered to be in the work area to which they are assigned to work at the time overtime is offered or assigned.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

Overtime work shall first be offered to employees within or among classes as determined by the Appointing Authority in the work area who are capable of performing the work by State seniority, or in the case of Unit 4 employees who have indicated a desire in writing to work overtime. Should the senior employee choose not to accept the overtime assignment, the next most senior employee shall be offered the overtime, or in the case of Unit 4 employees who have indicated a desire in writing to work overtime.

If no capable employee in the same class or classes as determined by the Appointing Authority in the work area accepts the overtime assignment, the overtime shall next be offered campus-wide to all employees in the same class or classes as determined by the Appointing Authority who are capable of performing the work by State seniority, or in the case of Unit 4 employees who have indicated a desire in writing to work overtime.

In the event all capable employees decline the overtime work, the Appointing Authority shall assign the overtime based upon inverse order of State seniority to a capable employee in the same class or classes as determined by the Appointing Authority and work area the assignment occurs. The assignment shall be rotated within each pay period beginning with the least senior capable employee based on State seniority.

Each supervisor shall maintain a current seniority roster for his/her work area. Employees shall notify their supervisor of their willingness to be called for overtime assignments, on a form provided. Employees who have indicated a willingness to be called for overtime and have refused three (3) offers of overtime within a six (6) month period shall no longer be called, or in the case of Unit 4, any employees on the list who is offered and turned it down two (2) times shall be removed from the list for its duration. The duration of the list shall be two (2) pay periods.

The Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this section. In emergencies, notwithstanding the terms of this section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

Employees who are unavailable for mandatory overtime because of restrictions and/or doctor's statements shall not be eligible for voluntary overtime.

#### **Article 5** **Attendance at Union Meetings**

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

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Appointing Authority designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting.

Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within five (5) working days after the meeting, if work is available, to prevent a loss of earnings.

#### **Article 6** **Unit Adjustment**

When a unit adjustment is necessary for coverage, the employer shall first use floats and volunteers. All involuntary adjustment shall be rotated each pay period beginning with the least senior capable employee based on classification seniority.

In the event work is available and an employee requests to work extra hours to offset time spent at union meetings, the Appointing Authority shall not approve the request if it would result in the payment of overtime unless overtime is assigned as outlined in this supplement.

#### **Article 7** **Vacation**

Requests for vacation may be submitted within six (6) months in advance of the requested period, provided that all of the requested time is within the six (6) month period.

#### **Article 8** **Vacancies, Filling of Positions**

#### **Section 1.**

Article 12, Section 4B, Reassignment Between Work Areas or Shifts (No Vacancies) shall be supplemented and/or modified as follows:

When a vacancy occurs in a work area from which an employee was involuntarily reassigned, that employee shall be given the opportunity to return to that work area before posting and bidding. This return shall apply only to the same class, shift, and employment condition the employee was reassigned from. This return right shall be based on class seniority. Junior/Senior classes shall be considered the same class. This right shall only apply for two (2) years from the time of involuntary reassignment.

## **Section 2.**

Article 12, Section 10, Required Probation of the Master Agreement shall be supplemented and/or modified as follows:

Extensions of probationary periods can be agreed upon, in writing, between the Appointing Authority and the Local Union.

### **Article 9** **Overnight Activities**

The total compensation granted employees 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 of straight time, eight (8) hours at the appropriate overtime rate, and eight (8) hours at the on-call rate.

### **Article 10** **Holidays**

Article 7, Section 8 of the Master Agreement shall be supplemented and/or modified as follows:

LPNs will, at most, work the Christmas or New Year's holiday each year and will alternate the holiday worked every year.

### **Article 11** **Part-time Employees Schedules**

Set schedules for nursing department employees established by the Administrator will be assigned according to employee preference in order of State seniority. A set schedule means the same number of shifts each posted work schedule.

### **Article 12** **Break Areas Meet and Confer**

The Minneapolis Home Administrator agrees to meet and confer with the Local Union to determine the location of break areas during the major reconstruction project.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE STATE OF MINNESOTA  
AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
COUNCIL 6

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of July, 1997; by and between the State of Minnesota, Minnesota Veterans Homes Board of Directors (hereinafter "Employer") and the American Federation of State, County and Municipal Employees - Council 6 (hereinafter "Union").

The Employer and the Union agree that the following modifications to the Contract, Article 12, Section 5 and 6 are acceptable:

1. New full-time permanent vacancies which were created from intermittent positions in the \_\_\_\_\_ Departments of the Minnesota Veterans Home - Minneapolis, shall be posted only within these Departments.
2. Bidders will be limited to employees who have served within the past three years in one of the intermittent positions which have been established as full-time permanent. Should a question of bidding eligibility arise, the Administrator and the Local Union President will determine the eligibility jointly.

The duration of this Memorandum of Understanding will be until the First day of July 1999.

For the Employer:

For the Union:

\_\_\_\_\_  
Mary Skarda  
Department of Employee Relations

\_\_\_\_\_  
Bev Hall  
AFSCME, Council 6

\_\_\_\_\_  
Karen McCarty  
Veterans Homes Board of Directors



**STATE OF MINNESOTA**  
**VETERANS HOMES BOARD**

VETERANS SERVICE BUILDING  
20 WEST 12TH STREET, ROOM 122  
ST. PAUL, MINNESOTA 55155  
(612) 296-2073

July 1, 1997

Stephen J. O'Connor  
Chairman  
*Spring Valley*

Dr. Harvey C. Aaron  
*St. Paul*

Bertha Anderson  
*Detroit Lakes*

Robert E. Hansen  
*West St. Paul*

Susan K. Kiley  
*St. Paul*

James H. Main  
*Chaska*

Dennis E. McNeil  
*Laverne*

Beverly Olterness  
*North Branch*

Wayne M. Sletten  
*Two Harbors*

**Ms. Bev Hall**  
**AFSCME Council 6**  
**300 Hardman Avenue South**  
**South St. Paul, MN 55075**

Dear Bev:

This is to document the intent of the Minnesota Veterans Homes relative to set schedules on the Minneapolis campus for Nursing Department employees.

It is our goal to work towards set schedules for all part-time employees. A set schedule means employees will be scheduled to work the same number of shifts each fourteen (14) day posted work schedule.

The actions we intend to take are the following:

- 1) All part-time employees in the Nursing Department will be surveyed by the Administrator to determine their preferred set schedule.
- 2) Respondents to this survey will be placed on a list in order of State seniority by class, unit and shift.
- 3) The Administrator will establish as many set schedules as staffing needs will permit with a goal of converting all part-time employees to a set schedule.
- 4) Part-time employees who have responded to the survey will be placed in their requested set schedule as soon as such a schedule has been established and they have the greatest State seniority among those employees seeking that set schedule.
- 5) The Administrator intends to initially convert as many part-time employees to set schedules as staffing levels permit by January 1, 1998.

Bev Hall - Page 2

As we discussed, we look forward to discussing the Administrator's progress on this goal at each monthly Labor/Management meeting.

It is important to note that although the Agency is committed to this effort, we will be carefully monitoring its effect on staffing levels and overtime costs. Our concern is that resident care and working conditions for employees not be harmed by this change. However, we think that through careful timing of the hiring of new employees with the conversion of current part-time employees to set schedules, we should be able to accomplish our goal.

Finally, should we determine that set schedules cannot be implemented as intended, we look forward to your support and cooperation as we work towards another approach to satisfy employee and staffing needs.

Once again, we thank the Local Union for their hard work and cooperation during this past bargaining session.

Sincerely,

Karen McCarty  
Human Resources Director

cc: R. Zierdt  
T. Mullon  
C. Lynch  
H. Carlson

## **MINNESOTA VETERANS HOME - SILVER BAY**

### **Article 1** **Scheduling**

Article 5, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

#### **1. Part-time Employees Short Notice Schedule Changes.**

For part-time employees, the Administrator shall adhere to the posting requirements in Article 5, Section 1-C of the Master Agreement.

Except as modified for only the reasons below, the work schedule for part-time employees may be:

1. Altered up to three (3) hours in advance of the regular posted starting time for such employees, or
2. If on a day not scheduled employees may be offered additional hours.

To invoke this modified scheduling the Administrator shall notify the affected employees as soon as the need for such schedule change becomes known. In all cases, any change in scheduling shall be for additional work hours not previously regularly scheduled and must be due to unanticipated, unknown or unforeseen reasons.

Available work hours subject to this change in scheduling shall be distributed to the employee with the most class seniority who is not scheduled for those hours. Any schedule changes made which meet this criteria shall not be subject to penalty pay.

#### **2. Fixed Night Shift (Unit 4).**

For the purposes of permanent reassignment under this section, reference to capable and qualified may include consideration of insurance eligibility status. Final reassignment decisions are not grievable for the least senior employee who is reassigned under this section.

Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Administrator may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, projects or jury duty. Employees working other than fixed night shifts may be rescheduled to work the night shift. The Administrator shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Administrator from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- a. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- b. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,

- c. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- d. Cover for days off of employees assigned to fixed nights;
- e. Except for Unit 4 employees, temporarily reassign more staff to the night shift for projects; and/or
- f. Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- A. Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,
  - B. Notwithstanding the provisions of Article 12, notify the personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,
  - C. Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.
3. Existing Schedules.

Other current scheduling patterns/practices shall remain in effect. If due to a change in the operation of a unit/program, it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public or the Department, to provide more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. At the request of the Local Union, the Administrator shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C), of the Master Agreement.

The Administrator and the Local Union may mutually agree to alter the terms of this Section "Scheduling".

## **Article 2** **Overtime Distribution**

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

The offer and distribution of overtime shall be based on class seniority.

Employees in a Junior/Senior Classification Plan shall be considered equal for any overtime distribution, providing they are capable and qualified for such work.

No employee shall be assigned an extended overtime shift more than two (2) times in a pay period. Employees may voluntarily agree to exceed this limit.

Any employee required on their days off to attend "mandatory training" or meetings shall be allowed to leave work immediately after completion of such training or meeting, unless work is available, and be compensated a minimum of two (2) hours at the appropriate overtime rate.

**Article 3**  
**Attendance At Union Meetings**

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

Employees may be permitted to adjust their hours of work to permit their attendance at any local union meeting officially set. Such adjustments shall be of reasonable duration not to exceed two (2) hours.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Administrator designee five (5) calendar days in advance of the meeting date. If adjustment includes release time in the middle of the shift, the request shall include an indication of the length of the release time. Approval of these requests will not be unreasonably withheld. The Administrator reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or other appropriate leave to compensate for attendance up to two (2) hours.

**Article 4**  
**Conflicts Of Interest**

The Home's operating policy entitled "Family Conflict of Interest" in effect October 18, 1996, will be used to address the hiring and employment of individuals who have family members or those with personal relationships who are currently employed by the Home.

**Article 5**  
**Holidays**

Article 7, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

When a holiday falls on an employee's regularly scheduled day off, the employee shall receive compensatory time (at straight time) within the same pay cycle as the holiday; in lieu of an alternate holiday. Employees who normally work less than full-time shall accrue compensatory time prorated in accord with the schedule set forth in Appendix B.

Article 7, Section 8, Part B(2) of the Master Agreement shall be supplemented and/or modified as follows:

Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to receiving compensatory time (at straight time) in lieu of holiday pay provided for in Section 7 above. Employees who normally work less than full-time shall accrue compensatory time prorated in accord with the schedule set forth in Appendix B.

**Article 6**  
**Probation Extension**

Article 12, Section 10, Required Probation of the Master Agreement shall be supplemented and/or modified as follows:

Extension of probationary periods can be agreed upon in writing between the Administrator, Local Union, and the Business Agent.



**STATE OF MINNESOTA  
VETERANS HOMES BOARD**

VETERANS SERVICE BUILDING  
20 WEST 12TH STREET, ROOM 122  
ST. PAUL, MINNESOTA 55155  
(612) 296-2073

June 23, 1997

Stephen J. O'Connor  
Chairman  
*Spring Valley*

Dr. Harvey C. Aaron  
*St. Paul*

Bertha Anderson  
*Detroit Lakes*

Robert E. Hansen  
*West St. Paul*

Susan K. Kiley  
*St. Paul*

James H. Main  
*Chaska*

Dennis E. McNeil  
*Luverne*

Beverly Otterness  
*North Branch*

Wayne M. Sletten  
*Two Harbors*

Ms. Joanne Pelz  
AFSCME  
HC 73 Box 335  
Walker, MN 56484

Dear Joanne:

Thank you for a well organized and productive bargaining session on June 19, 1997.

As agreed, the attached document is a draft of the tentative agreement. In addition, the non-contractual agreements made at the table are as follows:

- We are willing to meet and confer on your issue of more than one (1) doubleback between days off should it occur. To initiate this action we agreed that the Local should notify management (the Administrator) when such a schedule has been posted.
- We agreed to allow employees to wear shorts anytime during the year. (This document serves as the agreed notice to the Administrator.)

Please contact me as soon as possible, should I have made an omission or an error.

Sincerely,

Karen McCarty  
Human Resources Director

cc: Jeff Brown, MVH-Silver Bay Administrator  
Harry Carlson, DOER

## **MINNESOTA VETERANS HOMES - AGENCY**

### **Article 1** **Vacation Leave**

LPNs in the Veterans Homes may submit vacation requests up to one (1) year in advance of the vacation period for two (2) weeks or more and all of the requested time must be within the one (1) year.

## **MINNESOTA ZOOLOGICAL GARDEN**

### **Article 1** **Work Uniforms**

Employees required to wear uniforms as a condition of employment shall be furnished with the necessary uniforms by the Appointing Authority.

### **Article 2** **Protective Clothing**

Employees required to wear protective clothing or safety devices as a condition of employment shall have such clothing furnished by the Appointing Authority.

### **Article 3** **Employees Returning from Workers' Compensation**

Prior to returning a bargaining unit employee to work who is not in working status because of a workers' compensation disability, the Appointing Authority shall notify the Local Union of the work assignment and any other conditions affecting the employee's work. Upon request, the Appointing Authority agrees to meet with the Local Union.

### **Article 4** **Vacancies**

Article 12, Sections 1-7, shall be modified and/or supplemented as follows:

Where the Appointing Authority has determined to fill two (2) or more Zookeeper vacancies at the same point in time, it may initiate one (1) posting at a single prescheduled meeting, identifying the work areas of the positions, their shifts, general duties, and the normal hours of work. A general meeting shall be held on the announced date and the Appointing Authority shall indicate its selections after giving employees a chance to bid on all Zookeeper vacancies. Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of Classification Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders. The Local Union and individual employees will be given at least seven (7) calendar days written notice of the general meeting. Bids on the initial posted vacancies shall be binding at the time of the general meeting. A two day grace period, excluding weekends and holidays, shall be in effect following the general meeting to allow for withdrawal of any other bid before it becomes binding.

**Article 5**  
**Attendance at Union Meetings**

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

Employees who are scheduled to work at the same time as a regular monthly Local Union meeting may, with the approval of their immediate MMA supervisor, adjust their hours of work, not to exceed two (2) hours, to allow their attendance at the meeting. The Local Union shall provide sixty (60) days advance notice to the Appointing Authority if there is a change in the Local Union meeting time and/or day.

Employees who desire to make such an adjustment must request and be granted approval from their immediate MMA supervisor twenty-one (21) calendar days in advance of the meeting date. Requests shall show the date and time of release requested. Approval of these requests shall not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval. Employees shall receive no compensation for time spent at the Local Union meeting but may utilize vacation leave to prevent a loss of earnings.

In the event work is available, an employee may request to work extra time during that payroll period to offset time spent at the Local Union meeting, provided their immediate MMA supervisor approves the request.

The Appointing Authority shall have no liability for overtime hours of pay for any extra time worked to offset the Union meeting.

**Article 6**  
**Safety**

Issues of animal communicable diseases and proper work place procedure to handle contagious animals shall be referred to the Local Safety Committee.

**Article 7**  
**Gift Store Hours of Work**

The Appointing Authority shall establish two standard schedules, (summer/winter) for all part-time unlimited Gift Shop clerks.

For all employees required to take a half-hour duty-free meal period, every reasonable effort will be made to schedule the duty-free meal period at the mid-point of the employee's work day. However, upon mutual agreement between the employee and the supervisor, the duty-free meal period may take place at any point during the employee's work day.

Full-time or part-time Gift Store Clerks who are scheduled to work an eight (8) hour day shall not forfeit any rest period when they take approved paid leave of one (1) hour or less at the beginning or end of a shift or in combination with their unpaid lunch period.

**Article 8**  
**Pay Differentials**

**Section 1. Assignment to Heavy Equipment Operator (Intermittent).** Heavy Equipment Operator (Intermittent) assignments shall be made from among certified available employees capable of performing the work.

**Section 2. Certification of Employees for Heavy Equipment Operator (Intermittent).** An employee shall be certified as a Heavy Equipment Operator (Intermittent) upon completion of the minimum number of hours required for that designated piece of equipment and upon certification by the Appointing Authority that the employee has demonstrated his/her ability to satisfactorily operate and maintain the equipment.

#### **Article 9**

#### **Additional Shifts Of Work For Part-Time Unlimited And Seasonal Employees**

For Unit 6 employees, when additional shifts of work become available during the posting period, part-time unlimited and part-time seasonal employees shall be offered such additional shifts before offering such shifts of work to intermittent employees or student workers. Such offerings may be accepted only if it does not result in the employee working more than forty (40) hours in that work week. Such additional shifts shall be paid at straight-time rates of pay. Such employees may not be mandatorily assigned such extra shifts except at the rate of time and one-half. All mandatory assignments shall be done in accordance with the overtime provisions of the Master Agreement. An extra shift roster shall be maintained in order to equally distribute the offering of such extra shifts among eligible part-time employees.

This provision shall be in effect for one (1) year and is renewable thereafter upon mutual agreement of the parties.

#### **Article 10**

#### **Use Of Auxiliary Workers**

The parties agree to meet and confer in the first quarter of each calendar year to review the use of Student Workers, interns, or other auxiliary workers.

### **APPENDIX L - PROHIBITION OF SEXUAL HARASSMENT**

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It is agreed by the Employer and the Union that all employees have a right to a workplace free of verbal and/or physical sexual harassment. "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or communication of a sexual nature when:

- 1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
- 2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
- 3) That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment.

The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to Union participation at the request of the complaining employee and that each Appointing Authority/designee shall inform a complaining party of this right. Further, the Employer and Union agree that agency complaint procedures covering sexual harassment are modified to include these additional requirements:

1. When a complaint of sexual harassment is initiated, a notice of a complaint in progress will be sent by the Appointing Authority/designee to the Union. If in filing a complaint an employee states that she/he is unable to function in the worksite from which the complaint arose, the Appointing Authority/designee shall conduct a preliminary investigation within two (2) working days. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority/designee shall take intervening action to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.
2. Within thirty (30) calendar days, the Appointing Authority/designee shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has requested the Union's involvement in the complaint, the Union's representative as well as the complainant shall be provided a written summary of the findings and resolution. The Union and Employer agree that all hearings and records shall be private and that reprisal against an aggrieved employee or a witness is prohibited.
3. If the Appointing Authority fails to respond or fails to resolve the matter to the satisfaction of the appealing party, then the complaint may be referred to the Equal Opportunity Division of the Department of Employee Relations for review within twenty-one (21) calendar days of the response or lack of response by the Appointing Authority. The Equal Opportunity Division shall confer within ten (10) working days with the Appointing Authority/designee involved in an attempt to resolve the complaint.

Any complaint which is not resolved by this procedure is not subject to the provisions of Article 17 of the Master Agreement between the Union and the Employer. Such unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within one (1) year of the occurrence of the alleged harassment.

## **APPENDIX M - APPOINTING AUTHORITY/DESIGNEE'S DUTY TO FURNISH INFORMATION TO EXCLUSIVE REPRESENTATIVES REGARDING CONTRACT GRIEVANCES**

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### **I. Purpose**

To provide guidelines for State agencies regarding release of information requested by exclusive representatives as part of the grievance process so that Appointing Authorities/designees can determine what information to release and when to release it.

### **II. Policy**

Under the Public Employment Labor Relations Act (PELRA), exclusive representatives have rights to information which is relevant to enforcement of the collective bargaining agreement and is necessary for them to make informed decisions about processing grievances. Consequently, subject to these guidelines, Appointing Authorities/designees must furnish to the exclusive representatives requested information that is necessary for the exclusive representatives to fulfill their duty of representation. Disclosure of such information must be consistent with the Minnesota Government Data Practices Act, the Minnesota Vulnerable Adults Act and any other applicable state or federal statute.

### **III. What Information Should Be Disclosed To The Exclusive Representatives**

- A. An Appointing Authority/designee has no duty to supply exclusive representatives with information absent a request from the exclusive representative.
- B. Non-public information that is requested must be relevant to the exclusive representative's role in representing employees in the bargaining unit. Information is relevant if it appears to be "reasonably necessary" for the exclusive representative to perform its duty to investigate and process grievances or to fulfill its collective bargaining objectives. Unless the disclosure of data is prohibited by statute (e.g., Vulnerable Adults Act, Data Practices Act) or plainly appears irrelevant, the information must be disclosed to the exclusive representative, if so requested. If the Appointing Authority/designee withholds information on the basis of a provision of the Data Practices Act, the Appointing Authority/designee is required to explain, orally and in writing, the statutory basis for the refusal to provide such information.

It should be noted that exclusive representatives have the same right to obtain "public" data as any other party. This right exists even if the data requested appears irrelevant to a grievance at hand or some other business of the exclusive representative.

- C. Information must be released to the exclusive representative in a useful and timely fashion. This does not mean that the Appointing Authority/designee must necessarily provide the information in the form requested by the exclusive representative. However, under the Data Practices Act, the Appointing Authority/designee is required, upon request, to explain the meaning of the data that is being provided.
- D. If the Appointing Authority/designee believes that collecting or compiling requested information is unduly burdensome, or that the exclusive representative's request for information is too broad or vague, the Appointing Authority/designee must raise this problem with the exclusive representative promptly. In this situation, the Appointing Authority/designee must attempt to work out acceptable arrangements with the exclusive representative so that the release of the information can accommodate the needs of both parties. In short, an Appointing Authority/designee cannot refuse to release information simply due to administrative hardships or solely because the request is not specific enough.

Unless there are specific contract provisions to the contrary, the Appointing Authority can require that the exclusive representative pay the actual costs of gathering the information and making and compiling the copies.

### **IV. Information That May Be Protected**

Certain information under the Data Practices Act is considered "private" information. This means that only the individual upon whom the information is based has access to the data, unless the individual consents to the release of the data. Therefore, if an exclusive representative requests "private" data on an individual, such information cannot be released until the exclusive representative presents to the Appointing Authority/designee a proper and appropriate consent form from the involved individual permitting the Appointing Authority/designee to release the information to the exclusive representative. If such a consent is obtained and the information is relevant, the data must be released to the exclusive representative.

Also, under the Vulnerable Adults Act, certain types of information, such as data on residents, clients, patients, and names of individuals reporting resident abuse to the DHS licensing

agency under that specific section of the statute, are "private" and may not be released to the exclusive representative unless the exclusive representative presents the Appointing Authority/designee an informed consent from the involved individual or guardian.

If the exclusive representative requests information that is "confidential" under the Data Practices Act, the request must be denied. For example, during the period when the Appointing Authority/designee is in the process of conducting an investigation regarding employee misconduct, witness statements, interview notes, and formal investigatory reports are considered "civil investigative data." Such data is classified as "confidential" under the Data Practices Act. Therefore, the Appointing Authority/designee may not release any of this kind of data to the exclusive representative. However, once the investigation has been completed and disciplinary action has been taken, witness statements, interview notes, and formal investigatory reports are releasable to the exclusive representative upon request.

#### **V. Fear Of Retaliation Against Management's Witness**

At times, the Appointing Authority/designee may have reason to believe that releasing the names of witnesses or their statements to the exclusive representative may subject witnesses to harassment. However, in general, a mere belief that witnesses may be subjected to harassment should not preclude releasing the names. Rather, there must be evidence that the witnesses are being or would be subjected to harassment if the exclusive representative were aware of the names. It is anticipated that this type of situation would occur rarely. However, if it does occur, then the Labor Relations Bureau should be notified so that appropriate arrangements can be made to safeguard the witnesses. The names will eventually be released to the exclusive representative with witness statements or summaries thereof, but under controlled conditions.

#### **VI. "When" The Requested Information Should Be Released To The Exclusive Representative**

Generally, an exclusive representative should not be given data or information prior to a formal grievance being filed. However, if the Appointing Authority/designee believes that disclosing certain information to the exclusive representative could resolve a dispute thereby preventing the filing of an official grievance, the Appointing Authority/designee may decide to disclose such information. Thus, "pre-grievance" disclosure is optional with the Appointing Authority/designee, consistent with all of the above guidelines.

The Labor Relations Bureau encourages Appointing Authorities to cooperate in the release of information at an early stage in the grievance process. Often grievances can be resolved at these earlier steps if the exclusive representative has access to information upon which to base a decision as to whether or not to proceed with the grievance. Accordingly, if an exclusive representative requests relevant information at the first or second step of the grievance procedure, generally the information should be released unless the issue has not yet crystallized to the point where the Appointing Authority can determine whether or not the requested information, if non-public, is relevant. However, before disclosing such information, line supervisors and managers should be aware of the implication such information will have on the impact the final outcome of the grievance.

If the information has not been released at an earlier stage and an exclusive representative requests information at the third step of the grievance procedure, the Appointing Authority/designee must release the information, under the standards discussed in this policy, to the exclusive representative. The Appointing Authority/designee should consider meeting with the exclusive representative prior to the actual third step meeting to disclose as well as explain the information in a single setting. A third step meeting would then be held at a later time. Another option is to begin the third step meeting by providing the information to the exclusive representative, explaining it as necessary, and then proceeding with the meeting.

## **VII. Exceptions**

Each request for information should be reviewed on a case-by-case basis. The specific facts of any particular situation will determine the appropriate action. If the Appointing Authority/designee has any questions as to what information should be released and/or when it should be released, the Labor Relations Bureau should be contacted.

## **APPENDIX N - POLICY ON VDT ERGONOMICS**

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Prepared Jointly by AFSCME, Council 6 and the  
Department of Employee Relations Through  
A Joint Labor-Management Committee

**Purpose and Scope.** This policy is intended to provide guidelines to state agencies and employees addressing ergonomic considerations associated with the operation of Video Display Terminals (VDTs).

Specifically, this policy provides agencies with options they should explore to enhance the general working conditions of those employees who operate a VDT and encourages discussion with employees who will be operating new VDT hardware and/or software being purchased.

This policy is not subject to the grievance and arbitration provisions contained in Article 17 of this Agreement.

**Policy.** It is the policy of the State Executive Branch to provide employees who work with VDTs on a continuing and substantial basis with a consistent reference in regard to recognized workplace hazards and work station comfort which would enable state employees to perform productively.

### **Policy Guidelines**

- A. **Illumination:** Effective illumination in the space housing VDTs/CRTs (Cathode Ray Tube) is an important part of insuring health and user comfort. Lighting levels for VDT/CRT work should be substantially lower than for tasks using printed materials or in traditional office work. Illumination is measured in units called lux, or footcandles. While the lighting in offices is usually 750 lux (75 footcandles) and higher, the lighting level where VDTs are used should be in a lower range (200-500 lux or 20-50 footcandles).

Lower lighting can be accomplished by simply removing bulbs or reaching an agreement with the building lessor to make arrangements for more suitable lighting conditions. Task lighting may be necessary in areas where illumination levels are particularly low. The Safety and Workers' Compensation Director's Office or your Department Safety Officer are able to provide assistance in determining appropriate lighting levels.

**B. Control of Glare and Reflection:** Glare and reflection are primary problems for employees who operate VDT/CRTs. As a result of these problems, operators may incur eye discomfort or eye strain. A number of corrective actions should be taken to alleviate these problems including the use of indirect lighting, covering windows with blinds, repositioning work stations so that operators are not facing windows or bright lights, and use of hoods around screens. As a general rule, screens should not be placed with a window directly in front or behind the terminal and the screen should be positioned at a 90 degree angle to windows. Managers should review VDT/CRT work areas and act to correct glare and reflection problems.

**C. Work Station Design:** Many musculoskeletal problems of fatigue and stress which may arise through VDT/CRT use can be reduced through proper work station design. Agencies should consider suggested ergonomic recommendations when purchasing equipment, redesigning work areas, and when employees express concerns. It is the policy of the employer to select equipment which meets industry standards in regard to character height and width, character spacing, word and line spacing, and character format. Aspects which should be considered in work station design include screen placement and color; keyboard, chair, and table height; and use of related equipment to reduce strain and maximize the comfort of the work station. Examples of such considerations include:

- Adjustable platforms for terminals and keyboards. An operator's arms should be parallel to the floor when keying.
- Proper distance between the eyes and the screen (suggested between 18 and 30 inches) and use of screens which are capable of tilting backwards to provide a comfortable viewing angle.
- Keyboards that are detachable or separate from the terminal so that their placement for height and angle can be adjusted by the operator. Other keyboard factors may include size and weight of the keyboard and the keytouch.
- Use of wrist supports. There are different kinds of equipment available for supporting wrists during keying including padded wristrests or chairs with wrist support arms.
- Use of footrests if necessary to have the operators feet resting flat on the floor.
- Color of screens seems to be a matter of personal preference, although some research has shown that red and blue should be avoided. Most screens in use today are called negative polarity, or light characters against a dark background. Some people appear to prefer positive polarity, or dark characters on a light background because they feel it aids in focusing, requires less adaptation by the viewer, and decreases glare and reflections on the screen.
- Use of document holders to keep printed materials at the same height, plain and angle as the screen, thus eliminating excessive twisting and bending movements of the neck, as well as minimizing constant eye refocusing.

Assigning employees to specific work stations, as much as possible, is advisable to prevent the need for frequent readjustments. Your Department Safety Officer or the Safety and Workers' Compensation Director's Office may be called upon for assistance in designing work stations.

- D. **Office Environment/Design:** Extraneous factors such as noise, humidity, and heat produced by the VDT/CRT can add to operator discomfort and stress. Locating work stations away from heat and cooling vents provides for increased operator comfort. Printers are often a major source of excessive noise for VDT work. Decreased noise levels can be obtained by installing acoustic pads and covers for printers or by locating printers in another room or at a distance from workers.
- E. **Maintenance of Equipment:** Regular inspection of terminals and work station equipment should be conducted by the operator as part of his/her regular duties. Frequent inspections of the display screen controls should be conducted to ensure they are operating correctly, as well as chair adjustments. Screens should also be dusted regularly to provide maximum visual clarity. The manager or supervisor should periodically monitor this activity to ensure that operators are carrying out their responsibilities. In the event that service is necessary, the vendor should be contacted.
- F. **VDT Work Routine Interruptions:** Employees should periodically be given the opportunity to work on alternate tasks, enabling the operator to flex other parts of their body and adjust vision to different site conditions. Alternate tasks are particularly important when the operator spends a large amount of uninterrupted time at the terminal. Incorporating non-VDT tasks into the job whenever possible is helpful in relieving the monotony that can be caused by performance of repetitive tasks and can give the employee the opportunity to build additional job skills. In addition to the above recommendations, the collective bargaining agreement between the State of Minnesota and AFSCME, Council No. 6, provides for alternative work assignments or a rest period during each four hour period, in addition to the regular rest periods (Article 11, Section 3E).

## APPENDIX O - STATUTORY LEAVES

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Following are the citations for leaves designated by the Legislature. These leaves are subject to change or repeal. These leaves are not grievable or arbitrable under Article 17 of this contract.

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.185	Disaster Volunteer Leave
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates.
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave.
181.945	Bone Marrow Donation Leave.
181.946	Leave for Civil Air Patrol Service
192.26, 192.261	Military Service Leave
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions.
202A.19	Precinct Caucus Leave
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.

The following "Statewide Policy on FMLA" and "Frequently Asked Questions" are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

7/97

## STATEWIDE POLICY ON FMLA

### Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA).

### Policy

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

### Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 1995.

#### "EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER" 825.116

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.
- 2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.
- 3) The employee may be needed to fill in for others who are caring for the family members, or to make arrangements for changes in care, such as transfer to a nursing home.

#### "HEALTH CARE PROVIDER" 825.118

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
- b) Others capable of providing health care services including only:

Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.

- Nurse practitioners and nurse-midwives who are authorized to practice under State law.
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- Clinical Social Worker.
- Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

**"INCAPABLE OF SELF-CARE" 825.113**

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

**"IN LOCO PARENTIS" 825.113**

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

**"PARENT" 825.113**

A biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

**"PHYSICAL OR MENTAL DISABILITY" 825.113**

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

**"SERIOUS HEALTH CONDITION" 825.114**

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- A. Inpatient care, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. Continuing treatment by a health care provider that involves:
  1. A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) of more than three consecutive calendar days; and
  2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(a) **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; or

(b) **One treatment session** by a physician which results in a regimen of continuing treatment by a health care provider, or at least under the supervision of the health care provider; or

C. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or

D. **Chronic serious health condition.** Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. This absence qualifies for FMLA leave even though the employee or immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days.

**Chronic serious health condition** is defined as one which:

(a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and

(b) Continues over an extended period of time; and

(c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or

E. **Permanent or long term condition** for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease; or

F. **Multiple treatments** by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

**Specific Exclusions.** Routine physical, eye, or dental examinations, cosmetic treatments, cold, flu, and earaches are excluded.

**Specific Inclusions.** The following conditions are included in the definition of serious health condition:

A. Mental illness resulting from stress or allergies; and

B. Substance abuse if the conditions of the FMLA rules are met. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for FMLA leave.

## "SON" OR "DAUGHTER" 825.113

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability.

## "SPOUSE" 825.113

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

## "UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.115

Where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

### **Procedures and Responsibilities**

#### **I. Eligibility**

##### **A. Employee Eligibility**

1. The employee must have worked for the State of Minnesota for at least one year; and
2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff.

##### **B. Reasons For Taking a Qualifying Leave**

1. For the birth of the employee's child, and to care for such child.
2. For the placement with an employee of a child for adoption or foster care.
3. To care for the employee's seriously ill spouse, son or daughter, or parent.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.

Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, be taken prior to actual birth or placement.

##### **C. Medical Certification**

1. Where FMLA qualifying leave is foreseeable and 30 days notice has been provided, an employee must provide a medical certification before leave begins.

2. Where FMLA qualifying leave is not foreseeable, an employee must provide notice to the Employer of the need for leave as soon as practicable (1 or 2 working days is expected except in extraordinary circumstances). The employee must then provide medical certification within a reasonable timeframe established by the Employer.
3. An Appointing Authority may require medical certification to support a FMLA qualifying leave request either to care for an employee's seriously ill family member, or for leave due to a serious health condition that makes the employee unable to perform the functions of his or her job.
4. The Appointing Authority may require a fitness for duty report upon the employee's return.

#### D. Designating Leave

1. An employer may make a preliminary designation of leave as FMLA qualifying if medical certification was not provided prior to the beginning of leave, or if the employer is waiting for a second or third medical opinion.
2. Where an employer has knowledge that an employee's leave qualifies as FMLA leave and does not designate the leave as such, the employer may not designate leave retroactively as FMLA leave unless:
  - i. The employee has been out of work and the employer does not learn of the reason for the leave until after the employee returns (in which case the employer must designate the leave upon the employee's return to work); or
  - ii. The employer has provisionally designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.

If the employee gives notice of the reason of the leave later than two days after returning to work, the employee is not entitled to the protections of the FMLA.

#### II. Coordination With Collective Bargaining Agreements/Plans

- A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., disability leave or personal leave, dependent on which leave is appropriate.
- B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements. The employer shall only require an employee to use vacation and/or compensatory time in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. All paid leave time counts toward the twelve (12) weeks of FMLA qualifying leave.

#### III. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

- B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

#### IV. General Provisions

##### A. Recordkeeping

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.
2. The records must disclose the following:
  - (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.
  - (b) Dates FMLA qualifying leave is taken.
  - (c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.
  - (d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.
  - (e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.
  - (f) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
  - (g) Records and documents relating to medical certifications or medical histories of employees or employees' family members, shall be maintained in separate confidential files.
  - (h) Premium payments for employee benefits.

##### B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees would normally expect to find official notices.
2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.
3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave.

### C. Employer's Response to the Employee's Request for FMLA Leave

When an employee requests FMLA qualifying leave, the employer must provide the employee with the following:

1. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.
2. The leave will be counted against the employee's twelve weeks of FMLA leave.
3. Medical certification requirements.
4. Employee's right to use paid leave and whether the employer requires the substitution of paid leaves.
5. Requirements concerning payment of health insurance premiums.
6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work for at least thirty (30) calendar days after taking the leave.
7. Requirements for a fitness-for-duty certificate for the employee to be restored to employment.
8. The employee's rights to restoration to the same or an equivalent job upon return from FMLA leave.

### D. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

1. Internal
  - a.) Contact your Human Resources office, or,
  - b.) Contact your Labor Union/Association.
2. External
  - a.) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.
    - (1.) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories.
    - (2.) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.

- (3.) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

or;

- b.) File a private lawsuit pursuant to section 107 of the FMLA.

### FREQUENTLY ASKED QUESTIONS

1. Which employees are eligible for an FMLA qualifying leave?

An "eligible employee" is a State employee who:

- a) Has been employed by the State for at least 12 months, and
- b) Has worked and been compensated for at least 1,250 hours during the 12-month period immediately preceding the leave (this does not include vacation, sick leave, other paid leave, or compensatory time—this does include overtime worked).

2. Are only permanent employees eligible for FMLA qualifying leave?

No, non-permanent employees are eligible if they meet the requirements stated under question number one above. If employees are not in insurance eligible status, they are only eligible for unpaid time off and not the insurance benefits.

3. Under what circumstances are employees eligible to take a FMLA qualifying leave?

- a) For birth of the employee's child, and to care for the newborn child;
- b) For placement with the employee of a child for adoption or foster care;
- c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

4. How much time may an employee take as FMLA qualifying leave?

Eligible employees may take up to twelve work weeks of leave during each fiscal year with the following exceptions:

#### Exceptions:

If a husband and wife both work for the State, refer to Question No. 6.

If the leave is taken for the birth of a child or the placement of a child for adoption or foster care, refer to Question No. 7.

5. If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed another 12 weeks the following fiscal year for the same condition?

Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked in the year preceding the request).

6. *If both husband and wife are State employees, are they both eligible for twelve weeks of FMLA qualifying leave during the fiscal year?*

Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA qualifying leave per fiscal year under the following situations:

- a) For the birth of a son or daughter and to care for the newborn child;
- b) For placement of a child with the employee for adoption or foster care;
- c) To care for the employee's parent (not parent-in-law) who has a serious health condition.

7. *If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for adoption or foster care, must the leave be completed within a specific period of time?*

Although it is possible that an employee could qualify for two separate FMLA qualifying leaves for the birth or placement of a child (under the condition explained in Question No. 5 above), all FMLA qualifying leaves must be completed within 12 months of the birth or placement of a child. The 12-month period begins on the date of birth or placement.

8. *Does FMLA leave have to be taken all at once, or can it be taken intermittently?*

FMLA qualifying leave taken for the employee's own serious health condition, or for the serious health condition of the employee's spouse, son, daughter, or parent, may be taken intermittently or on a reduced schedule if "medically necessary" and if that medical need can best be accommodated by an intermittent schedule. The need for intermittent leave or a reduced schedule must be documented by the employee's or family member's health care provider. Appointing Authorities may approve intermittent leave for the birth/placement of a child.

9. *Is an employee required to use paid sick leave for certain FMLA qualifying leaves?*

Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events as stated under the terms of the collective bargaining agreements and compensation plans. Employees must use sick leave for the reasons authorized by the bargaining agreement/plan provisions. The FMLA does not require an employer to expand the use of paid leave.

10. *Are there circumstances under which an employee may request to receive paid vacation or compensatory time in conjunction with FMLA?*

An employee may request and receive paid vacation or compensatory time. Granting of vacation or compensatory time is not subject to any other employer requirements such as seniority or staffing needs.

However, the employee must attempt to schedule foreseeable qualifying leave so as not to unduly disrupt the employer's operation. If the employee is unable to provide sufficient documentation to determine FMLA eligibility, the employee shall be placed on unpaid leave until such documentation is made available to the employer.

11. *How do you determine the amount of FMLA qualifying leave used if an employee works a fixed part-time schedule or the employee's schedule varies from week to week?*

The amount of FMLA qualifying leave is determined on a prorata basis by comparing the requested schedule with the employee's normal schedule.

Where the schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used to calculate the employee's normal workweek.

12. *How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?*

- a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?"
- b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.

13. *How can an employee determine if his or her request for time off qualifies under FMLA?*

- a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.
- b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

14. *Can an FMLA qualifying leave extend an employee's period of employment?*

No.

15. *What are an employee's job protection rights upon return from an unpaid FMLA qualifying leave?*

An eligible employee shall be restored to the same position that the employee held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment such as same shift, equivalent hours, etc.

16. *How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?*

The Act prohibits an employer from discriminating against employees who use FMLA qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any employment actions including but not limited to discipline and selection.

17. *Can employees choose whether or not they want to use FMLA qualifying leave?*

No. It is the employer's responsibility to designate leave as qualifying under FMLA. An employee may not choose whether leave shall be counted towards FMLA qualifying leave.

18. *How can an employer verify an employee's need for leave because of a "serious health condition"?*

The Appointing Authority's FMLA designation decision must be based only on information received from the employee or the employee's spokesperson.

An employer may also require an employee to obtain certification of a "serious health condition" from the employee's health care provider. The employer can pay for a second opinion if it doubts the validity of the original certification. If the second opinion conflicts with the first, the employer may pay for a third opinion. The provider of the third opinion must be jointly approved by the employer and employee. The third opinion will be final.

If a leave request is for the serious health condition of a family member, the employer can require the employee to provide certification from a health care provider.

19. *Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave?*

During an FMLA qualifying leave, the employee and dependent health and dental insurance coverage is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Employees who receive the partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If the employee fails to make their premium payments, they will lose the coverage and may not be covered for any claims which may have occurred while on FMLA qualifying leave.

20. *What other insurance coverage may an employee continue during a FMLA qualifying leave?*

An employee may continue all coverage which they had prior to going on the FMLA qualifying leave, by paying the full cost of the premium. This includes, but is not limited to, basic, optional, spouse, child life insurance and short term and long term disability insurance. If the employee takes leave due to a work-related disability, short term disability may not be continued. It may be reinstated upon the employee's return to work.

21. *May an employee choose not to retain health and dental coverages while on a FMLA qualifying leave?*

Yes, an employee may choose not to retain these coverages. The coverages will be reinstated upon the employee's return to work.

22. *May an employee choose not to retain optional coverages while on a FMLA qualifying leave?*

Yes, however, they may have the coverages reinstated upon return to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If the leave goes beyond twelve weeks, the employee must reapply with evidence of good health. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave.

23. *If an employee terminates employment during the FMLA qualifying leave, may the employer recoup the costs of the premiums paid?*

Yes, an employer may recover its share of premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work (for at least thirty (30) calendar days) after the leave unless the employee does not return due to the continuation, recurrence or onset of the serious health condition, or due to other circumstances beyond the employee's control.

24. *What are an employee's COBRA rights in relation to an FMLA qualifying leave?*

As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of employment, or the end of the leave—whichever comes first. Once the COBRA qualifying event occurs, the employee may choose to "continue" health and dental by paying the entire cost of coverage—even though the employee did not pay their share of the premium during the FMLA qualifying leave.

25. *What can employees do who believe that their rights under FMLA have been violated?*

The employee has the choice of:

- a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of Labor, or
- b) Filing a private lawsuit pursuant to section 107 of FMLA.

26. *How are employees protected who request leave or otherwise assert FMLA rights?*

The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the Act.

27. *Do State laws providing family and medical leave still apply?*

Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for FMLA and for leave under State law, the leave used counts against the employee's entitlement under both laws.

Minnesota  
Department of  
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*Memo*

DATE: August 13, 1997  
TO: Selected Personnel/Labor Relations Directors/Designees  
FROM: John Shabatura  
Deputy Commissioner   
PHONE: 296-8273  
RE: State Policy on Reimbursement for Safety Footwear

As part of the negotiations for the 1997-1999 labor contracts, the State has agreed to continue the statewide policy regarding the amount of money agencies will reimburse employees who are required to purchase safety footwear. The policy which we have agreed to implement is based upon the present procedures followed by the Department of Transportation and is described below. Two points, however, should be noted at the outset:

1. This policy does not address which employees are required to have safety footwear as a condition of employment. That determination rests with each Appointing Authority.
2. The policy addresses only those situations where Appointing Authorities allow affected employees to purchase safety footwear from a vendor of the employee's choice. Agencies may, at their discretion, continue to provide the safety footwear directly to the employees, rather than have such footwear purchased by the employee him/herself subject to reimbursement.

The policy regarding reimbursement, therefore, is as follows for employees required to wear safety footwear as a condition of employment:

1. Beginning July 1, 1995, "probationary" and "permanent" employees shall be reimbursed up to \$90.00 each 24 months for the safety portion of safety footwear upon submitting to the Appointing Authority/Designee acceptable proof of purchase of safety footwear. Effective January 1, 1998, "probationary" and "permanent" employees shall be reimbursed up to \$100.00 each 24 months for the safety portion of safety footwear upon submitting to the Appointing Authority/Designee acceptable proof of purchase of safety footwear. Such reimbursement shall be limited to one per

employee every 24 months. (If not already in existence, agencies should develop a procedure determining to whom the proof of purchase is to be submitted, i.e., immediate supervisor, business manager, office manager, etc. and any other procedural guidelines.)

2. Since job tasks performed by certain employees can cause extraordinary wear to the safety footwear, the following exception will apply. During the 24 month period, should such employee's safety footwear become damaged beyond repair or worn beyond repair due to performance of his/her assigned job tasks, the employee may be eligible for additional reimbursement for replacement safety footwear provided the immediate supervisor (or other appropriate individual) determines that the footwear is irreparable and was damaged or worn out due to performance of the employee's assigned job tasks.

Agencies should proceed to determine which employees are covered by this policy. Affected employees should then be informed of the reimbursement policy and of any agency procedures for obtaining safety footwear and receiving reimbursement.

This policy has been reviewed and endorsed by the State Advisory Safety Committee and will take precedence over existing policies/practices inconsistent with this policy.

Thank you for your cooperation and assistance in this matter. If you have any questions regarding this reimbursement policy, please contact your labor relations liaison.

JS:tmg

cc: State Advisory Safety Committee  
Commissioner Karen Carpenter

Minnesota  
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*Memo*

DATE: June 30, 1991  
TO: Agency Heads  
FROM: Nancy Arneson McClure  
Deputy Commissioner - Labor Relations  
PHONE: 296-8934  
RE: Employee Involvement in Purchasing Decisions

During the recent round of negotiations between the State and AFSCME, Council No. 6, AFL-CIO, the Union expressed concerns regarding the lack of employees' participation and involvement in agency-level purchasing decisions on equipment and technologies. As a means of resolving this issue, we agreed to forward AFSCME's concerns directly to state agency heads.

Although it is understood that employees will not be making the ultimate purchasing decision, it is often helpful for supervisors and managers to consider the concerns and views of the employees before such decisions are made. In many cases, employees who currently operate the equipment or who will operate any new equipment/technology can offer valuable information, insight, and expertise regarding the various considerations that are involved in making equipment/technology purchasing decisions. For example, employees can offer suggestions concerning what type of equipment/technology to purchase, which type of equipment/technology best fits the needs of the workplace/operator, which type of equipment/technology would be most compatible with existing equipment/technology, etc.

The 1991-93 Agreement between the State of Minnesota and AFSCME, Council No. 6 agreed that purchasing would be discussed in the joint labor management committee for each state agency.

We are not implying with this memorandum that all agencies deny their employees opportunities for offering input into purchasing decisions. We do, however, want you to be aware of the perceptions which AFSCME has brought to our attention.

Please contact me should you have any questions or comments.

NM:tg

cc: Labor Relations Directors/Designees

Minnesota  
Department of  
Employee  
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human resource management*

August 7, 1995

Mr. Peter Benner  
Executive Director  
AFSCME, Council No. 6, AFL-CIO  
256 Lafayette Road  
St. Paul, MN 55107-1683

Dear Mr. Benner:

During the 1995 - 97 negotiations between the State and AFSCME, Council 6, the State agreed to provide information on how employees can apply for transfer referral. Permanent and probationary classified employees may transfer to a different class or to a different agency in their current class.

DOER maintains a process for same class transfer referral in which interested employees submit a completed Application for Employment. In the space for the title of job applied for, employees should list their current job class followed by "Transfer". Transfer applications are not accepted for classes in the Cooperative Placement Program because DOER does not make referrals to those vacancies. To express interest, employees should call or write to the Human Resource Office of the agency with the vacancy.

DOER referral for transfer to a different class is limited to employees who have been laid off (Article 15, Section 3J). At the time of layoff, employees complete a Layoff Advisory Test Request and an Application for Employment. Agency Human Resource offices can provide these forms and additional information to explain the process and assist employees in selecting job classes. We encourage other employees interested in class transfers to contact agencies directly. The brochure prepared by the AFSCME Clerical Issues Labor Management Committee and DOER describes how to locate current vacancies and apply and qualify for transfer.

Sincerely,

John Kuderka  
Deputy State Negotiator  
Labor Relations/Compensation Division

Minnesota  
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August 7, 1995

Mr. Peter Benner  
Executive Director  
AFSCME, Council No. 6, AFL-CIO  
256 Lafayette Road  
St. Paul, MN 55107-1683

Dear Mr. Benner:

During the 1995-1997 negotiations between the State and AFSCME, the State agreed to provide a letter explaining our understanding of employees' rights to access and contest information in personnel and supervisor files under the statutes. This letter is not grievable or arbitrable and is subject to future changes under the law. Under the provisions of the Minnesota Data Practices Act, an employee has the right to access personnel data and to authorize release of such data to representatives, provided that the data is specific to the individual making the request and provided that the data have not been designated as confidential or protected non-public. In State agencies, personnel data on employees is maintained by Human Resource offices and management/supervisory staff. The contents of these personnel files, other than any data designated as confidential or protected non-public, shall be disclosed to the employee upon request and in accordance with agency procedures. Questions pertaining to the contents of these files should be brought to the attention of the person responsible for maintaining the data.

Additionally, an employee has the right to formally contest the accuracy or completeness of this data. To exercise this right the employee is required to notify the responsible authority in writing describing the nature of the disagreement. Within 30 days the responsible authority must either 1) correct the data found to be inaccurate or incomplete or 2) notify the individual that they believe the data to be correct. This determination may then be appealed pursuant to the Administrative Procedure Act relating to contested cases. Further details are set forth in Minn. Stat., Section 13.04, subd. 4, and Minn. Rules, Chapter 1205 and are subject to future changes in the law or rule. Employees do not have any unilateral right to decide what materials should be placed in their personnel file - only to contest whether the data placed there by the responsible authority is complete and accurate.

Sincerely,

John Kuderka  
Deputy State Negotiator  
Labor Relations/Compensation Division

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August 13, 1997

Mr. Peter Benner  
Executive Director  
AFSCME Council No. 6, AFL-CIO  
300 Hardman Avenue South, Suite 3  
South St. Paul, MN 55075-2470

Dear Mr. Benner:

During 1996, the Joint Labor/Management Committee on Employee Assistance developed the following parameters and guidelines on leave time for EAP appointments.

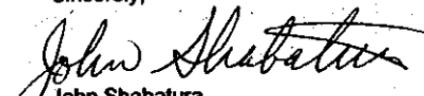
**EAP Parameters:**

- The EAP acts primarily as an assessment, short-term counseling and referral agency.
- Counseling sessions in state EAP offices are usually one hour in length.
- The majority of EAP clients are provided one or two counseling sessions. Occasionally, EAP clients will be seen up to four sessions, but these are usually spaced out over several weeks.

**Guidelines on leave time for EAP Appointments:**

- State time should be allowed for all supervisory referrals to EAP.
- Self-initiated use of EAP could be granted state time, annual or sick leave.
- Self-referrals who want to maintain confidentiality would request either annual or sick leave.
- On occasions when EAP refers the employee to community resources, the employee would be expected to use sick leave for health related issues covered under insurance plans and annual leave for all other concerns, i.e., financial, career, and marriage counseling.

Sincerely,

  
John Shabatura  
Deputy Commissioner

Minnesota  
Department of  
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*Memo*

DATE: August 13, 1997

TO: State Supervisors  
Human Resource Directors/Designees  
Labor Relations Directors/Designees

FROM: John Shabatura  
Deputy Commissioner 

PHONE: 296-8273

RE: Employee Performance Reviews

As part of the negotiations with AFSCME for the 1997-1999 labor contract, we had extensive discussions regarding the appropriateness of AFSCME leadworkers attending the performance evaluations of other AFSCME employees.

It is our recommendation that AFSCME leadworkers not be included in the actual evaluation meeting of a fellow bargaining unit member. It is, however, appropriate for a leadworker to provide input for such evaluation.

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

JS:can

Minnesota  
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August 13, 1997

Pete Benner  
300 Hardman Avenue S.  
Suite 3  
South St. Paul, MN 55075

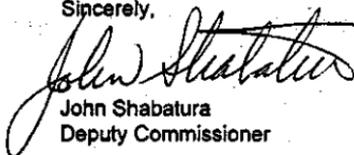
Dear Pete:

This letter confirms our agreement reached at the 1997-99 Master Negotiation table regarding a meet and confer on severance pay.

As we agreed, this meet and confer will commence no later than November 7, 1997 for the purpose of exploring options related to a possible length of service based severance system.

We look forward to working with you.

Sincerely,



John Shabatura  
Deputy Commissioner

JS:can

Minnesota  
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August 13, 1997

Peter Benner, Director  
AFSCME, Council No. 6, AFL-CIO  
300 Hardman Avenue South, Suite 3  
South St. Paul, Minnesota 55075-2470

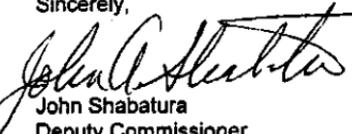
Dear Pete:

During the 1997-1999 negotiations the parties agreed to establish a meet and confer to discuss issues related to Unit 3. I understand that some of the possible topics may include:

- How related classes are determined;
- Development of a process for the review of position descriptions;
- Information on the Hay process and how it applies to Unit 3;
- The possible merger or abolishment of Unit 3 classes; and
- The implication of snow removal assignments.

We have agreed that the first meeting will commence by January 31, 1998. Please contact me at your convenience regarding the organization of the committee.

Sincerely,



John Shabatura  
Deputy Commissioner

JS:can

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August 13, 1997

Peter Benner, Director  
AFSCME, Council No. 6, AFL-CIO  
300 Hardman Avenue South, Suite 3  
South St. Paul, Minnesota 55075-2470

Dear Pete:

Below is a list of the wage inequity adjustments agreed to as part of the 1997-1999  
Collective Bargaining Agreement between the State and AFSCME, Council No. 6, AFL-CIO.

Class Code	Class Title	Unit	6/30/97 Comp Code	7/1/98 Inequity Comp Code
003060	Corr Mnftmg Spec-Auto Tech	2	93F	95F
000793	Econ Security Technician 3	6	65L	66L
000266	Electrician	2	90F	92F
003452	Electrician Master of Record	2	92F	93F
002108	Electrician Lead	2	93F	95F
000318	Grain Lab Aide 1	7	55M	56M
002425	Military Training Site Worker	3	53M	54M
003445	NR Fire Cache Worker	6	60L	61L
002761	Revenue Collections Officer 1	7	61M	63M
000093	Security Counselor	4	65M	66M
000094	Security Counselor Lead	4	68M	70M
002985	Sentencing to Service Crew Leader	3	65L	66L
002566	Work Therapy Technician	4	56O	60M

1. Effective July 1, 1998, employees in the classes listed on page one shall convert to the new salary range with no increase in pay unless an increase is necessary to pay an employee at the minimum of the new salary range.

2. Eligibility for progression increases shall be based on time served at a step. Service at the step prior to the inequity adjustment shall be credited towards the employee's next progression increase.
  - A. Employees who move to a step with a six (6) month service requirement as the result of an inequity adjustment shall receive a maximum of six (6) months' credit towards their next progression increase.
  - B. Employees who move to a step with a twelve (12) month service requirement as the result of an inequity adjustment shall receive a maximum of twelve (12) months' credit towards their next progression increase.
3. Progression increases shall be effective at the start of the pay period nearest to the completion of the months of required service. However, employees who become immediately eligible for a progression increase as a result of the July 1, 1998 inequity adjustment shall be eligible for a progression increase effective July 8, 1998.

Sincerely,



John Shabatura  
Deputy Commissioner

JS:can

Minnesota  
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Memo

DATE: July 24, 1997

TO: Peter Benner, Executive Director  
AFSCME, Council 6

FROM: Kathleen P. Burek, Assistant Commissioner  
Employee Insurance Division *KPB*

PHONE: 297-3859

RE: Insurance Article

The insurance article reflects the changes in benefit levels and structure which impact the state life, health, dental and disability plans.

In relation to basic eligibility for insurance coverage for employees of Minnesota State Colleges and Universities (MnSCU), we also agreed in principle that, for MnSCU institutions, nine months will be interpreted as the time between the beginning and end dates of the college/university academic calendars; thus, employees employed full-time during this period, notwithstanding quarter breaks, would meet the definition of a nine-month employee.

In addition to these changes, we have agreed to changes affecting all health plans:

- Effective December 24, 1997, all health plans shall provide coverage for hearing aids and accessories, and allow hearing exams without referral from the primary care clinic.
- Effective May 1, 1997, all plans shall provide coverage for ostomy supplies under the Durable Medical Equipment benefit.
- Effective May 1, 1997, all plans shall provide coverage for cochlear implants, when medically appropriate, for profoundly deaf individuals who have lost hearing after learning language.

We have agreed to changes affecting the **State Health Plan Select, State Health Plan Point of Service, Health Partners and Health Partners Classic** as follows:

- **State Health Plan Select and State Health Plan Point of Service:** Eliminate copays and deductibles on home infusion therapy.
- **Health Partners and Health Partners Classic:**
  - Eliminate maximum on durable medical equipment benefit.
  - Remove pre-existing condition, dollar and period limitations from transplant coverage.
  - Add transplant coverage for liver transplants due to alcoholic cirrhosis and certain pancreas transplants.
  - Eliminate 20% copay on home hospice care.
  - Broaden coverage for penile prosthesis implants to include coverage for any medical condition.

We have also agreed to changes affecting **Delta Dental and Health Partners Dental** as follows:

- **Delta Dental**
  - Exclude payment for oral hygiene instruction.
  - Increase age limit for sealant coverage from 16 to 19.
- **Health Partners Dental**
  - Reduce age limit for sealants to age 19, and limit to once per lifetime.
  - Cap non-orthodontic expenses at \$1500 per person per year.

In the area of optional coverages, we have agreed to the following special open enrollments:

- **Optional employee life insurance**
  - Allow an open enrollment for employees who currently have optional employee life insurance, based on the amount the employee currently has in force, as follows:

<u>Now insured for:</u>	<u>May add:</u>
\$ 5,000 to \$39,999	\$ 5,000
\$40,000 to \$59,999	\$10,000
\$60,000 to \$79,999	\$15,000
\$80,000 to \$99,999	\$20,000
\$100,000 or more	\$25,000

The total coverage in force cannot exceed the plan maximum of \$300,000.

- **Optional short-term disability (current insureds)**
  - Allow an open enrollment for employees who currently have short-term disability. These employees may purchase additional amounts of monthly benefit in \$100 increments up to a maximum of \$1,000 of additional monthly benefit.
- **Optional short-term disability (certain technical college employees)**
  - Allow a one-time open enrollment for short-term disability for current insurance-eligible employees who:
    - a) were employed on June 30, 1995 by a technical college that did not have short-term coverage available, and
    - b) were not provided an open enrollment for this coverage.

**For both optional life coverage and optional short-term disability coverage, the employee must be actively at work, and working at least 20 hours per week for the coverage or increase in coverage to become effective. No open enrollments will be held for any of the other optional coverages including spouse and child life.**

- **Reinstatement of optional coverages**
  - Employees electing to drop optional coverages during periods of unpaid leave will be advised of the necessity to re-enroll within 30 days of return to active status.

## **APPENDIX Q - CLERICAL AND OFFICE UNIT SUPPLEMENT**

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### **SECTION 1. CLASS CONSOLIDATION TRANSITION**

The provisions of this section apply only for the initial transition into the consolidated classification structure.

#### **A. Prior Classes**

Service in previous classes shall be credited to the class and class series as determined by the consolidation. If previous class(es) could be in more than one class series, it will be assumed that the previous class(es) are in the same class series as the employee's current class. An employee who does not agree with or does not have a previous class series designation, may change it to the appropriate class series at the same level. There may be only one designation per previous class.

Employees who convert to a new class as a result of the consolidation shall be notified in writing of their previous class designation(s). The notice shall include a description of the new classes and series. Previous class designations of employees not converted to a consolidated class will be reflected on seniority rosters following the agency's transition. However, all employees who receive a layoff notice shall have their previous class designation(s) completed at the time of the layoff notice.

#### **B. Wages**

Employees shall retain their current salary, except they shall receive the minimum adjustment necessary to bring their salary within the range of the new class. All employees, including those over the salary range maximum, shall be eligible for future across the board increases.

#### **C. Progression Date**

Eligibility for progression increases shall be based on the time served at a step. Service at a step prior to the consolidation shall be credited toward the employee's next progression increase.

#### **D. Probation**

Employees converted to a new class under the clerical class consolidation shall not be required to serve a new probationary period.

Employees who are on probation at the time they are converted to the new class shall complete their probationary period in the new class.

However, employees who are converted to a new class with a salary range maximum two or more steps higher than their previous class shall be required to serve the minimum probationary period of thirty (30) calendar days required by statute.

#### **E. Review Process**

Job audits submitted as of July 1, 1997, shall be completed prior to the implementation of the class consolidation in that agency. The review process described below shall be in place for the initial transition and designation of employees' new classifications. This process shall constitute the job audit process for the initial job class designations.

Employees shall have fourteen (14) calendar days following notification of their new class designation to request a formal review of that decision by their agency human resource office. At the employee's request, a Union Representative may accompany the employee to any meetings with the agency human resource office regarding the formal review. The human resource office shall have forty-five (45) calendar days to review and respond.

Employees shall have fourteen (14) calendar days following the agency response to request a formal review, by the Joint Quality Assurance and Communication Committee, of any disputed factors in the MJAC that were the basis of the class decision. The Joint Quality Assurance and Communication Committee shall have sixty (60) calendar days to review and respond.

When a review of the initial class designation results in a different classification, the new class designation shall be retroactive to the date of the initial designation.

This review process and the decisions of the Joint Committee are final and not subject to the grievance and arbitration procedures of Article 17.

#### **F. Layoff Lists**

On the date the class consolidation is implemented in any agency (other than an agency pilot), employees on existing Unit 6 Seniority Unit and Class Layoff Lists for classes included in the consolidation shall also be added to layoff lists for the appropriate consolidated class(es). Layoff lists for the old class titles will not be abolished until all state agencies have converted, unless employees are removed for one of the reasons specified in Article 15, Section 3L, or their period of eligibility expires.

### **SECTION 2. POSITION QUALIFICATIONS**

This section applies to all of Unit 6, except as noted.

#### **A. Definition**

For the purpose of position qualifications, "qualified" means the employee has the job related knowledge, skills and abilities required for initial appointment to the position and necessary for satisfactory performance of the job.

A standard menu of position qualifications shall be developed by a meet and confer consisting of an undetermined number of employer and seven (7) to ten (10) union representatives. This meet and confer will also work on other consolidation issues.

#### **B. Review Process**

If an Appointing Authority decides to require any non-menu position qualifications, they shall notify the Local Union President. The Local Union will have three (3) working days to review the notice and bring any concerns regarding the validity of the new position qualification to the attention of the agency human resource office. Following the response of the Appointing Authority, the Local Union may request a review and final determination by the Department of Employee Relations Staffing Division.

When a change in qualifications for a position results in the denial of an employee's desired layoff option, the employee may request a review by the agency human resource office. Following the response of the Appointing Authority, the employee may request a review and final determination by the Department of Employee Relations Staffing Division.

The final determinations by the Department of Employee Relations Staffing Division shall not be grievable or arbitrable. However, if the final determination of the above review process requires payment for time not worked, the parties may enter into a grievance settlement in order to process the payment.

### C. Application

Upon implementation of the consolidation, Junior/Senior Plans in Unit 6 will be eliminated in the agency. Class options (not exam options) in Unit 6 will be eliminated.

Articles 12 and 15 of the Master Agreement have been modified to reflect that an employee must be qualified for the position to be considered for a vacancy in Unit 6 or to exercise a layoff option to a Unit 6 position. Article 12, Section 5, is modified to reflect that the qualifications for the position will be included on job postings for vacancies in Unit 6.

An employee who cannot bump the least senior employee in a class may bump the next least senior and so on, until he/she is able to bump or there is no less senior employee. Employees laid off from a consolidated class shall be permitted to bump into lower levels in the same class series, even if they have no previous service at that level.

Employees who are laid off out of seniority order because they do not meet the minimum qualifications for available layoff options shall be permitted the following layoff benefits:

1. The employee may opt for extended claiming for thirty (30) calendar days from the date of permanent layoff. During this extended claiming period, no severance or vacation liquidation shall be paid to the employee and the employee's name shall not be placed on any layoff lists. However, employees may apply for seniority unit vacancies in previously held classes during the extended claiming period. Employees may waive extended claiming and the Appointing Authority shall authorize payment of any severance or vacation liquidation and the employee will be eligible for placement on appropriate layoff lists.
2. Employees retain the right to advisory testing as provided in the Master Agreement. In addition, the employee may request advisory testing for equal and lower classes on a pass/fail basis and referral for transfer/demotion. Seniority does not apply to these transfers/demotions.

## APPENDIX R - GLOSSARY

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The descriptions found in this glossary are provided for informational purposes only and are not binding upon the parties. In the event of a conflict between any description set forth herein and a definition set forth in the contract/agreement, law, rule, or Administrative Procedure, the terms of that document shall prevail.

**A.D.A. (Americans with Disabilities Act)** - A Federal law intended to prohibit the specific forms of discrimination that people with disabilities face.

**Administrative Procedures** - The procedures of the Department of Employee Relations developed in accord with M.S. 43A.04, Subd. 4.

**Advisory Testing** - A process used to determine an employee's qualifications in some transfer, demotion and/or layoff situations. An employee may be authorized to advisory test for transfer and demotion even though the exam is not currently open for application.

**Agency** - Department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

**Appointing Authority** - A person or a group of persons empowered by the Constitution, statute, or executive order to employ persons in, or to make appointments to positions in the civil service.

**Appointment Status** - See Article 12, Section 2.

**Arbitration** - If a grievance has not been satisfactorily resolved after the third step and Council 6 chooses to arbitrate, an impartial person is selected from a list of people approved by the Council 6 and Department of Employee Relations to hear the grievance and render an impartial decision which is binding on the parties.

**Bargaining Units** - Pursuant to M.S. 179A.10, Subd. 2, groupings of employees determined by the Bureau of Mediation Services, based on the type of work performed. See Appendix A.

**Bidding** - See Article 12, Sec. 7.

**Change in Allocation** - Reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a person. An occupied position changed in allocation is considered a vacancy. See Article 12 Section 8.

**Claiming** - An option for filling vacancies when bidding and use of seniority unit layoff lists is exhausted that allows employees on notice of layoff to request to transfer or demote to another seniority unit. This option normally occurs between the date an employee receives a layoff notice and the date the employee is laid off. See Article 15, Section 3D, 3g.

**Class Layoff List** - See Article 15, Sec. 3H (2).

**Class Option** - See Appendix I for definition and lists.

**Class Seniority** - See Article 4, Sec. B.

**Class Specifications (Specs)** - Department of Employee Relations' description of a job classification including typical responsibilities and the knowledge, skills and abilities required.

**Classified Service** - All positions now existing or hereafter created in the civil service and not specifically designated unclassified pursuant to M.S. 43A.08 or other enabling legislation.

**Competitive Open List** - List of candidates who passed the exam for a class where the exam was open for application to both state employees and the public. Usually maintained for one year.

**Competitive Promotional List** - List of candidates who passed the exam for a class where the exam was open for application to current state employees only. Promotional exams may be open to all state employees or only employees of a particular agency. All state employees, except emergency and intern appointees, are eligible for promotional exams. Lists are usually maintained for two years.

**Confidential Employee** - A state employee whose work involves access to information subject to use in collective bargaining or participation in collective bargaining. These employees are not represented by AFSCME.

**Copayment** - The amount or percentage that an insured person pays for a certain service or product once any deductible, if applicable, has been paid.

**Delegated Authority** - The responsibility and accountability given to an agency by the Department of Employee Relations to perform certain classification and examination functions. This authority may vary from agency to agency.

**Demotion** - The downward movement of an employee to a class which has a maximum salary that is two or more salary steps below the maximum of the current class.

**Disabled Person** (as defined by the ADA) - A person who: 1) has a physical or mental impairment that substantially limits a major life activity, 2) has a record of such an impairment, or 3) is regarded as having such an impairment.

**D.O.E.R.** (Department of Employee Relations) - The Employer of all State employees.

**E.A.P.** (Employee Assistance Program) - A service available to all state employees, which provides assistance and referral for a variety of situations including emotional, financial, family, and alcohol or chemical dependency problems.

**Eligible List** - A list of candidates who have passed a job-related exam (competitive open and competitive promotional lists) or are otherwise qualified (reemployment and layoff lists) for a specific job class pursuant to the provisions of M.S. 43A.

**Emergency Employee** - An employee who is appointed for no more than 45 aggregate work days in any 12 month period for any single Appointing Authority.

**Employer** - Department of Employee Relations, which is considered the Employer of all State employees.

**Employment Condition** - See Article 12, Section 2.

**Equal Classes** - See Transferable Classes.

**First Report of Injury** - Related to Workers' Compensation, a form used for reporting injuries that happen to employees during the course of performing their job duties.

**Flex Time Agreement** - See Article 5, Section 2C.

**F.L.S.A.** (Fair Labor Standards Act) - Federal law which governs hours of work and overtime provisions for all workers.

**F.M.L.A.** (Family Medical Leave Act) - Federal law mandating up to 12 weeks of job protected leave to eligible employees for certain family and/or medical reasons consistent with the Act, relevant State law and collective bargaining agreements/plan.

**Formulary Drugs** - List of prescribed drugs covered by each health plan.

**Garrity Warning** - A warning given to an employee by an employer during an employment investigation that requires the employee to either provide information or be discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

**Generic Drug** - The chemical name of a drug as opposed to the brand name of the drug. For instance, Benadryl is the brand name of the drug Diphenhydramine.

**Grievance** - See Article 17, Sec. 1.

**Hay Evaluation System** - A system used by the Department of Employee Relations to evaluate the relative know-how, problem-solving, and accountability of job classes. Information from Hay evaluations is used to compare job classes for purposes of compensation setting and pay equity.

**H.M.O. (Health Maintenance Organization)** - A prepaid group medical plan that provides a comprehensive, predetermined medical care benefit package.

**Incumbent** - Employee currently serving in a job.

**Job Audit** - Process by which a position is reviewed by the Department of Employee Relations or Appointing Authority to determine the correct classification.

**Just Cause** - A standard upon which discipline is based.

**Layoff List** - See Class Layoff List and Seniority Unit Layoff List.

**Long Term Disability** - See Article 19, Sec. 7B.

**Mobility Assignment** - Per Administrative Procedure 1.1, voluntary, limited assignments of classified permanent employees to alternative duties within another state agency, governmental jurisdiction, or private employer. Duration cannot normally exceed two years.

**M.S.** - Minnesota Statutes.

**Non-continuous, Non-extended Operation** - Appointing Authorities, or portions thereof, which do not have 24 hour, 7-day per week schedules.

**O.S.H.A. (Occupational Safety and Health Act)** - Federal law which governs safety and health issues in the workplace.

**P.E.L.R.A. (Public Employee Labor Relations Act)** - Minnesota Statute 179A which governs the relationships between public employers and their employees. Provisions include granting public employees the right to organize, requiring public employers to meet and negotiate with public employees and establishing the responsibilities, procedures and limitations of public employment relationships.

**Position Description** - A document which defines an individual job's duties and responsibilities and the knowledge, skills, and abilities required to perform them.

**Promotion** - The upward movement of an employee from a position in one class to a position in a class which has a salary range maximum that is two or more salary steps higher than the maximum of the current class.

**Provisional Appointment** - An appointment authorized when there is an urgent reason for filling a vacancy and no person on an incomplete certification is suitable or available for appointment. Appointment may not normally exceed 12 months. Person must pass the appropriate qualifying exam and /or be qualified in all respects except for completion of a licensure or certification requirement.

**Qualified** - For the purpose of position qualifications, qualified means the employee has the job-related knowledge, skills and abilities required for initial appointment to the position and necessary for satisfactory performance of the job. See also Appendix Q.

**Reallocation** - See Article 12, Section 9.

**Reclassification** - Change in the allocation of a position to a higher, lower or equivalent class.

**Re-employment List** - An eligible list by class of current or former permanent and probationary classified employees laid off, demoted in lieu of layoff or separated in good standing from the class, and whose written applications for consideration for reemployment in the class have been approved by DOER.

**Re-instatement** - The rehire of a former permanent or probationary classified state employee, who worked in the same class as the vacancy, within four years of separation from the class.

**Related Classes** - As determined by the Department of Employee Relations or Appointing Authority, those classes which are similar in nature and character of work performed and which require similar qualifications. See Article 4, Section 1E.

**Seniority Unit** - Defines the area in which an employee may bid and from which an employee is laid off. See Appendix G.

**Seniority Unit Layoff List** - See Article 15, Sec. 3H (1).

**Short Term Disability** - See Article 19, Sec. 7B.

**State Seniority** - See Article 4, Sec. 1A.

**Student Worker** - Students in secondary, post-secondary and graduate study who are employed in the unclassified service to assist them in reaching identifiable educational goals. Appointment may be up to 36 months in duration.

**Tennessee Warning** - An explanation provided under M.S. 13.04 of the Data Practices Act when someone is asked to supply private or confidential data to a state agency. The warning must identify: (a) the purpose and intended use of the data; (b) whether the individual may refuse or is legally required to supply the requested data; (c) any consequence arising from supplying/refusing to supply the data; and (d) the identity of persons authorized by law to receive the data.

**Transfer** - The lateral movement of an employee between two positions in the same class or between two positions in different classes where both classes are assigned to the same or transferable salary ranges. Can occur within a seniority unit or between seniority units. Reassignment of an employee does not constitute a transfer.

**Transferable Classes** - Classifications which have salary range maximums which are less than 2 steps apart and where the employee's current salary is less than two steps below the minimum of the new class. This can be approximately calculated at the high end by using the maximum hourly rate of the current class, adding two steps and subtracting one cent, and at the low end by using the minimum of the new class, subtracting two steps and adding one cent.

**Unclassified Service** - All positions specifically designated as not being classified pursuant to M.S. 43A.08 and other enabling legislation. Unclassified employees accrue state seniority, but do not accrue class seniority. Unclassified positions are not subject to the bidding or layoff provisions of the contract, can be terminated at will, and are not subject to the just cause test. Unclassified employees do not normally serve a probationary period.

**Unlimited Appointment** - An appointment for which there is no specified maximum duration.

**Vacancy** - See Article 12, Sec. 1 for definition and exceptions.

**Work Area** - Management defined subunit of an Appointment Authority which determines an employee's bidding and bumping options and rights.

## **APPENDIX S - DRUG TESTING**

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### **1. INTRODUCTION**

This drug and alcohol testing policy is the exclusive policy for AFSCME Council 6, AFL-CIO Bargaining Unit employees including the craft, maintenance and labor unit; service unit; health care non-professional unit; clerical and office unit; technical unit; and correctional officer unit; is intended to conform to state law as set forth in Minnesota Statutes 181.950 to 181.957; and is limited to drug and alcohol testing required by the U.S. Department of Transportation to implement the Omnibus Transportation Employee Testing Act of 1991 and relevant U. S. Department of Transportation regulations.

### **2. PERSONS SUBJECT TO TESTING**

All employees who are required to hold a Commercial Driver's License and a Class A or Class B License as a condition of employment are subject to testing under applicable sections of this policy. These employees are subject to random, pre-employment, pre-placement, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. The specific requirements for testing are governed by regulations promulgated by the U.S. Department of Transportation.

Prior to the implementation of the testing, all employees shall receive comprehensive training in the requirements of the Drug and Alcohol testing. New employees and current employees who are appointed to CDL covered positions shall be trained within fourteen (14) days of appointment to a CDL covered position. Local Union representatives shall be allowed to attend the training. The Employer shall allow the Union to review and comment on all employee training material.

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at the appropriate overtime rate, whichever is applicable. An employee may be removed from work following a positive test result through the provisions of Article 16 - Discipline and Discharge. Any employee removed from work under an investigatory suspension pending the outcome of test results shall be paid for all lost time when test results are negative. The employer shall pay all costs associated with the administration of alcohol and controlled substance tests. The cost of testing the "split specimen" at a federally certified laboratory if so requested by the employee shall be reimbursed if such test result is negative.

### **3. CIRCUMSTANCES FOR REASONABLE SUSPICION DRUG OR ALCOHOL TESTING**

The Appointing Authority shall request or require an employee to undergo drug and alcohol testing if the Appointing Authority has reasonable suspicion that an employee has violated the provisions of law and regulation governing alcohol concentration, alcohol possession, on-duty use, pre-duty use, use following an accident, refusal to submit to a required alcohol or controlled substance test, controlled substance use, and controlled substance testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances. Observations for alcohol testing must be made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the regulations. A driver can be directed to undergo reasonable suspicion alcohol testing only while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver is to perform safety-sensitive functions.

A written record shall be made of the observations leading to an alcohol reasonable suspicion test and shall be signed by the supervisor making the observation.

A supervisor requesting a drug or alcohol test must have successfully completed training developed or approved by the Department of Employee Relations on drug and alcohol abuse, on how to recognize impairment on the job, on how to make a reasonable suspicion determination, and on the Employer's and/or Appointing Authority's written work rules. The Joint Oversight Committee shall review all reasonable suspicion determinations with negative test results. The Employer agrees to allow the Union to review the training prior to implementation.

### **4. REFUSAL TO UNDERGO TESTING**

Employees do not have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing required by the Appointing Authority, the employee shall be deemed to have had a positive test result and/or to have violated the relevant prohibitions in the regulations.

### **5. RIGHT TO UNION REPRESENTATION**

An employee is entitled to Union representation pursuant to Article 16, Section 2 prior to any reasonable suspicion test. When the physical presence of a union representative is not practicable, the employee shall be allowed to confer with a union representative by telephone. Local Unions shall provide Appointing Authorities with the names and phone numbers of representatives who can be called to provide representation in such cases.

## **6. RIGHTS OF EMPLOYEES**

An employee, for whom a positive test result on a confirmation test was the first such result on a drug or alcohol test required by the Appointing Authority shall not be discharged if:

1. The Appointing Authority has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the substance abuse professional trained in the diagnosis and treatment of chemical dependency; or
2. If a determination has been made by the substance abuse professional trained in the diagnosis and treatment of chemical dependency that no counseling or rehabilitation program is necessary. However, an employee who has either refused the offer to participate in the counseling or rehabilitation program, or has failed to successfully complete the program has no such protection against discharge.

Expenses for the above stated rehabilitation or counseling program shall be pursuant to coverage under a state employee benefit plan or any other insurance plan the employee is covered under.

In addition, employees have the following rights:

1. The right not to be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmation test;
2. The right not to be discharged, disciplined, discriminated against, or required to undergo rehabilitation on the basis of medical history information revealed to the Medical Review Officer concerning the reliability of, or explanation for, a positive test result;
3. The right to access information in the subject's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information. An employee who is the subject of a drug and alcohol test shall, upon written request to the Medical Review Officer, have access to any records relating to his or her drug or alcohol test;
4. The right of an employee who has made a timely request for a confirmation retest to suffer no adverse personnel action if the confirmation retest does not confirm the result of the original confirmation test, using the same drug or alcohol threshold detection levels as used in the original confirmation test.

## **7. DATA PRIVACY**

The purpose of collecting urine or breath is to test that sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials, and social security number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a valid medical reason for any drug or alcohol in the sample. The Appointing Authority will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Appointing Authority or employer or to a third party individual, government agency, or private organization without the written consent of the person tested, unless permitted by law or court

order. An Appointing Authority will not disclose the test result reports and other information acquired in the drug or alcohol testing process to other Appointing Authorities unless the information is requested in connection with another drug test, or unless disclosure is necessary to permit follow-up testing or return to work testing. All data on the request for a test, the testing, and test results shall be kept separate from the regular personnel files, in locked file cabinets, accessible only by those supervisors, managers or confidential employees directly involved in the case.

**8. RANDOM TESTING POOL**

The employer shall establish a single pool of employees for random drug and alcohol testing. This pool may include non-state employees.

**9. SELECTION OF CONTRACTORS TO ADMINISTER POLICY**

The employer may contract with appropriate firms to administer alcohol and controlled substance tests. Requests for proposals shall be reviewed with the Union prior to issuance. If training of employees and supervisors is to be done by contract, the Union shall take part in the development of requests for proposal and in the review of bids. The provision of substance abuse professionals shall be done through the health plans offered to employees. Employees who are not covered by any health plan shall be referred to substance abuse professionals under the State Health Plan. If the employer does decide to administer alcohol or controlled substance testing with state employees, no law enforcement personnel shall be used.

**10. JOINT LABOR-MANAGEMENT OVERSIGHT COMMITTEE**

The Union and the Employer agree to form a Joint Labor-Management Oversight Committee to review the implementation of alcohol and controlled substance testing. The committee shall be composed of eight representatives of the union and eight representatives if the employer. It shall meet quarterly.



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