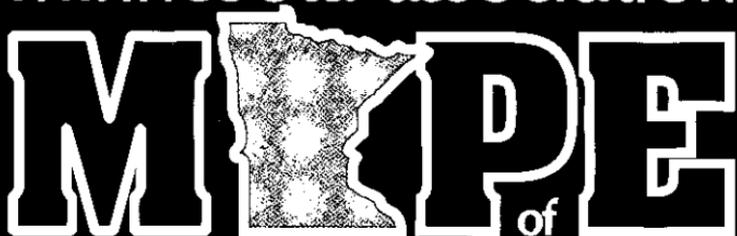




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minnesota association



professional employees

JULY 1, 2009 - JUNE 30, 2011

AGREEMENT BETWEEN

MAPE

and the

STATE OF MINNESOTA

MAPE

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UNIT 14: GENERAL PROFESSIONAL

**LABOR AGREEMENT BETWEEN THE STATE OF
MINNESOTA**

AND

**THE MINNESOTA ASSOCIATION OF
PROFESSIONAL EMPLOYEES**

July 1, 2009 - June 30, 2011



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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2009 by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Association of Professional Employees (MAPE), hereinafter referred to as the Association.

The Employer and the Association affirm that this Agreement has as its purpose the establishment of rates of pay, hours of work, and other conditions of employment; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption of efficient operations of any department; to interact with each other with mutual dignity and respect; and to express the full and complete understanding of the parties relative to all terms and conditions of employment covered by this Agreement.

If the parties mutually agree during the term of this Agreement, the Agreement may be modified by additional provisions relating to specific conditions covering the terms of employment stated herein. 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.

This preamble is intended as a policy statement and is not grievable under Article 9 of this Agreement.

ARTICLE 1 ASSOCIATION RECOGNITION

Section 1. Recognition. The Employer recognizes the Association as the exclusive representative for all employees in the classifications included in the General Professional Unit No. 214 by the Legislative Commission on Employee Relations on March 24, 1980, as amended. This includes employment service that exceeds: 1) the lesser of fourteen (14) hours per week or 35% of the normal full-time work week; and 2) more than sixty-seven (67) work days per year. Supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179A.01 through 179A.25, are not covered by this Agreement.

Section 2. Disputes. Any disputes regarding the assignment of professional employees or professional classes to the appropriate bargaining unit shall be accomplished in accordance with Minn. Stat. 179A.10, Subd. 4.

Section 3. Aid to Other Organizations. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employee or group of 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 Association or its authorized Association Stewards. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement; including providing payroll deductions to other employee organizations.

ARTICLE 2
STRIKES AND LOCKOUTS

Section 1. No Unlawful Strikes. The Association agrees that it will not promote or support any unlawful strike under Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of Minn. Stat. 179A.18, Subd. 1. A strike is defined under the Minnesota Public Employment Labor Relations Act as "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." (Minn. Stat. 179A.03, Subd. 16).

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 9, Grievance Procedure, of this Agreement.

Section 2. No Lockouts. No lockouts, 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 3
DUES DEDUCTION

Section 1. Payroll Deduction. The Employer agrees to deduct the regular bi-weekly Association dues for those employees in a unit who are members of the Association and who request in writing to have their regular bi-weekly Association dues deducted from payroll. Authorizations for deductions shall be continuously effective until canceled by the employee in writing.

Section 2. Fair Share Deduction. In accordance with Minn. Stat. 179A.06, Subdivision 3, at the request of the Association, the Employer shall deduct a fair share fee for each employee assigned to the bargaining unit who is not a member of the Association.

Section 3. Hold Harmless. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 4. Dues Remission. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Association within ten (10) days after such deductions are taken.

Section 5. Employee Lists. The Employer shall notify the Association President of all employees added to or removed from the bargaining unit on a bi-weekly payroll basis. The notification shall be transmitted no later than one (1) week following the end of each payroll period.

**ARTICLE 4
NON-DISCRIMINATION**

Section 1. Pledge Against Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, marital status, sexual preference/orientation (including having or being perceived as having a self image or identity not traditionally associated with one's biological maleness or femaleness), race, color, creed, religion, disability, national origin, veterans status for all eligible veterans, current or former public assistance recipient status, political affiliation, age or as defined by statute. The Association shall share equally with the Appointing Authority the responsibility for applying this provision of the Agreement.

Section 2. Association Responsibility. The Association recognizes its responsibility as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

Section 3. Association Membership. In accordance with applicable laws, the Employer/Appointing Authority shall not discriminate against, interfere with, restrain or coerce an employee from exercising his/her right to join or not to join the Association, or participate in an official capacity on behalf of the Association, which is in accordance with the provisions of this Agreement. The Association shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association, and will not discriminate against any employee in the administration of this Agreement because of non-membership in the Association.

Section 4. General Policy. In order to provide and maintain a productive work environment, it shall be the policy of the Employer and the Association to encourage bargaining unit employees, Association Stewards, supervisors, and managers to interact with each other with mutual respect and dignity, recognizing that legitimate differences will arise. Refer to letter dated August 3, 2005 at page 197.

Section 5. Prohibition of Sexual Harassment. See Appendix H entitled "Prohibition of Sexual Harassment."

**ARTICLE 5
EMPLOYER RIGHTS**

It is recognized that except as specifically modified by this Agreement, the Employer retains all inherent managerial rights and any rights and authority 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: determine its policies, functions and programs; determine and establish budgets; utilize technology; select, assign, direct, evaluate and promote employees; to plan, direct, and control all the operations and services of the Employer; to schedule working hours; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment.

Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 6
EMPLOYEE RIGHTS

Section 1. Job Classification Specifications. Class specifications, as prepared by Minnesota Management & Budget, shall be made available to an employee upon request. If a current position description for an employee exists, it too shall be made available to the employee. When new classifications/class options are established in State service and in the bargaining unit, employees within the new classification and within the bargaining unit shall be provided with a position description by the Appointing Authority within fifteen (15) calendar days after appointment to the classification.

If new classifications and/or class options are created during the life of this Agreement, the Association shall be advised in advance of the final establishment of the classification and/or class option, and upon request, may discuss the new classification and/or class option.

Matters relating to classification of individual positions are covered in Article 16, Section 5.

Section 2. Position Descriptions. Upon request, an employee shall be provided with a copy of their position description that accurately describes the duties, responsibilities, goals, and performance indicators for the position at the time of signature. Such position descriptions shall not be grievable under any provision of this Agreement.

Each Appointing Authority shall have an internal departmental appeal procedure to review disputes regarding the accuracy of position descriptions. Each Appointing Authority shall meet and confer with the Association prior to implementing or changing its procedure.

Section 3. Performance Appraisal. Performance appraisal shall include as a minimum, one (1) annual performance appraisal between the employee and the person(s) designated by the Appointing Authority to review the performance.

Work plans, coaching sessions and letters of expectation are not substitutions for annual performance appraisals.

Each performance appraisal shall indicate the employee's overall level of performance. All performance appraisals shall be signed by the rater, who shall not be a member of the bargaining unit. Employees shall be given the opportunity to sign the performance appraisal but such signing does not indicate acceptance or rejection of the appraisal. The employee shall receive a copy of the appraisal at the time he/she signs it. If the Appointing Authority adds comments to the performance appraisal after the appraisal has been signed by the employee, the Appointing Authority shall notify the employee of the change. The employee shall have thirty (30) calendar days from the date of the receipt of the finalized appraisal to file a written response in the employee's personnel file.

The substantive judgment of the supervisor regarding the employee's performance is not grievable/arbitrable under Article 9. Pursuant to the Minnesota Management & Budget Administrative Procedure 20, an employee may appeal his/her performance rating to the Appointing Authority within thirty (30) days of the official date of rating. The decision of the Appointing Authority is final. At the employee's request, an Association Representative may be present during the appeal meeting(s).

There shall be no mention of referrals to the Employee Assistance Program made on the performance appraisal form.

Section 4. Appointing Authority Initiated Education. It is recognized that Appointing Authority initiated education and training may become necessary in order to meet the goals of the state's agencies. Consequently, employees who may be required to participate in Appointing Authority initiated programs and who are released from their work assignments to attend special training courses shall lose no basic straight time pay for such normal work hours and shall be allowed compensatory time off for actual attendance at such sessions or programs that exceed the length of the normal work day, if approved in advance by the Appointing Authority. Expenses incurred by the employee shall be reimbursed in accordance with Article 18, Expense Allowances.

For informational purposes only, pertinent excerpts of Administrative Procedure 21 (Employee Training and Development) are listed in Section 6 below. These excerpts are included to emphasize the parties' mutual concern for and interest in the continuing development of professional employees.

Section 5. Employee Initiated Training. If, in the judgment of the Appointing Authority, the taking of a college course, a professional workshop, seminar or an in-service training program will better prepare an employee to perform his/her current or projected responsibilities and funds are available for this purpose and staffing needs can be met, the employee shall, upon his/her request, be allowed forty (40) hours per year of employee initiated training for professional development. In accordance with Administrative Procedure 21 (Employee Training and Development), this may be accomplished by releasing the employee without loss of pay or expenses, reimbursement for up to one hundred percent (100%) of the tuition or workshop/seminar registration fee or a combination of both release time and reimbursement. At the discretion of the Appointing Authority, more than the forty (40) hours per year may be granted. It is understood that employees must successfully complete the college course, workshop or seminar to be reimbursed. At the discretion of the Appointing Authority, employees may also be reimbursed for expenses pursuant to Article 18. When practicable, the Appointing Authority will attempt to adjust the employee's hours if the approved training is scheduled during the employee's normal work hours.

For informational purposes only, pertinent excerpts of Administrative Procedure 21 (Employee Training and Development) are listed in Section 6 below. These excerpts are included to emphasize the parties' mutual concern for and interest in the continuing development of professional employees.

Section 6. Responsibilities for Training and Development (excerpts from Administrative Procedure 21).

A. **Agency Responsibilities.** State agencies have the responsibility to create and maintain a climate that encourages training and development as an ongoing part of the performance management process which supports the accomplishment of the agency's mission, including but not limited to:

- developing a plan and budget for training based upon needs analysis, promoting access to training for all employees,
- ensuring that training and development plans are prepared, updated and discussed by management, supervisor, and employee as part of the employee performance communication process at three (3) organizational levels: 1) agency, 2) work unit, and 3) individual employee development, and
- ensuring that the individual employee development plan is developed jointly by the individual employee and the supervisor, is based upon needs analysis, and is consistent with the mission and needs of the agency.

B. Management and Supervisory Responsibilities. Managers and supervisors have the primary responsibility for initiating communication about work unit training and individual development, including but not limited to:

- working in partnership with individual employees to assess training needs and coordinate agency, work unit, and individual employee development plans,
- ensuring implementation of employee development plans,
- incorporating training and development into the performance management process, and
- seeking to improve management/supervisory skills in employee development.

C. Employees' Responsibilities. State employees have responsibility for initiating discussion to identify and assess their own specific training needs, including but not limited to:

- working in partnership with supervisors and managers to meet the agency, work unit, and their own training and development needs, and
- actively searching for training opportunities within State service and elsewhere.

Section 7. Joint Labor-Management Meetings on Training and Development. Upon request of the Association, an Appointing Authority shall meet and confer with the Association members regarding training and development issues in accordance with Article 7 (Association Rights), Section 1 (Association/Appointing Authority Meetings).

Section 8. Membership in Professional Organizations. In each fiscal year, the Appointing Authority may reimburse each employee in the bargaining unit for membership dues paid to professional organization(s) related to the employee's job, up to a maximum of two hundred and fifty dollars (\$250.00), provided the Appointing Authority determines that such funds are available. Employees shall request the reimbursement in writing, and the Appointing Authority shall respond in writing within a reasonable period of time. However, the Appointing Authority will not reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of employees with the Employer.

Section 9. Certification and Licensure. The Appointing Authority shall, upon request of the Association, meet and confer regarding implementation of any new certification and/or licensure requirements for existing employees. If the Appointing Authority/Employer adds new requirements for licensure or certification of current employees, the parties agree to meet and negotiate on the subject of the reimbursement of necessary expenses incurred by those employees in order to obtain such licensure or certification.

ARTICLE 7 ASSOCIATION RIGHTS

Section 1. Association/Appointing Authority Meetings. It is agreed that representatives of the Association and the Appointing Authority shall meet quarterly upon request for the purpose of reviewing and discussing their common interests. By mutual agreement, other meetings may be held as the need arises at mutually agreed upon times.

Section 2. Bulletin Boards. The Appointing Authority shall furnish reasonable space on official bulletin boards for the exclusive use of the Association.

Section 3. Employee Lists. The Employer shall furnish the Association with a list of names, classifications, work addresses, home addresses, work phone, home phone, department, and county codes (if available) of employees covered by this Agreement on a quarterly basis upon request. The Association agrees to reimburse the Employer for the cost involved in generating each list. All such data shall be provided in a mutually agreeable format.

Section 4. Use of State Facilities. The Appointing Authority may grant the Association access to State facilities, if appropriate facilities are available, for the purpose of meeting with bargaining unit employees. The costs of using State facilities shall be reimbursed to the Appointing Authority by the Association if other groups using State facilities are similarly charged.

Section 5. Distribution of the Agreement. The Appointing Authority agrees to provide all newly hired or re-hired employees in the units, divisions, or departments covered by this Agreement with a copy of this Agreement if furnished by the Association.

Section 6. Availability of Information. The Employer agrees to provide to the Association, upon written request, public information including, but not limited to, information pertaining to the Employer's budget, revenues, and other public financing information. The Association agrees to reimburse the Employer for the costs incurred.

Section 7. Association Security.

A. **Association Stewards.** The Association may designate bargaining unit employees in regions to function as Association Stewards in all departments located within the boundaries of their region. Every six (6) months the Association President shall notify the Employer in writing of the names and departments of origin of the Association Stewards selected as provided in this Article and designate the region which each one will represent. The Association President shall notify the Employer of any subsequent changes in such Stewards.

B. **Association Stewards' Activities.** The Employer agrees that during working hours, on the Appointing Authority's premises, within the regions and designated department(s) and without loss of pay, Association Stewards will be allowed reasonable time to post official Association notices on bulletin boards, distribute the Association newsletters, and to transmit communications authorized by the Association to the Appointing Authority as are required for the administration of this Agreement, providing however, this activity does not interfere with normal work duties, nor conflict with the security, rehabilitation and confidentiality needs of the Employer.

However, reasonable time off without loss of pay to perform these functions shall not include travel time if the total travel time to and from exceeds thirty (30) minutes. The Association Steward shall first inform his/her supervisor of his/her impending departure and shall first receive approval to leave the work location. Such approval shall not be unreasonably denied.

When more than one (1) Appointing Authority has offices within the same building, the Association may designate one Association Steward to perform the activities of this Article for the entire building regardless of the number of Appointing Authorities in the building.

C. **Association Staff.** Association staff shall have the right to enter the facilities of the Appointing Authority consistent with the confidentiality, rehabilitation, and security needs of the Appointing Authority. This right may be restricted during emergency situations as determined by the Appointing Authority, but the Appointing Authority shall give a reason for the restriction. The Association staff shall not interfere with the job duties or responsibilities of an employee.

- D. **Orientation.** A representative of the Association shall be provided a reasonable amount of time at a formal group orientation program to summarize the role of the Association, distribute the contract and provide a list of Association Stewards to new employees.

ARTICLE 8
DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed on employees only for just cause and shall be corrective where appropriate.

Section 2. Association Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline of that employee without first advising the employee of the nature of the investigation and offering the employee an opportunity for Association representation. Any employee waiving the right to such representation must do so in writing prior to the questioning. However, if any employee is being questioned during an investigation of resident/patient abuse, the employee, upon request, shall have the right to Association representation.

Section 3. Disciplinary Action.

Discipline includes only the following, but not necessarily in this order:

1. Oral reprimand (not arbitrable)
2. Written reprimand
3. Suspension, paid or unpaid: The Appointing Authority may, at its discretion, require the employee to utilize vacation hours from the employee's accumulated vacation balance in an amount equal to the length of the suspension. All suspensions must be served away from the worksite.
4. Demotion
5. Discharge

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

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 and the Association in writing of the specific reason(s) for such action.

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. The Appointing Authority shall, as soon as practicable upon placing an employee on investigatory leave, notify the employee and the Association in writing of the reason(s) for such action and provide the name of an agency contact person. If the investigatory leave extends past thirty (30) days, the employee shall be notified of the reason(s) for the continuance of the leave including the status of the investigation.

Section 5. Discharge of Employees. The Appointing Authority shall not discharge any employee without just cause. If the Appointing Authority believes there is just cause for discharge, the employee and the Association will be notified, in writing, that an employee is to be discharged and shall be furnished with the reason(s) therefore, and the effective date of the discharge. The Appointing Authority shall notify the employee that he/she may request an opportunity to hear an explanation of the evidence against him/her and to present his/her side of the story and is entitled to Association representation at such meeting. 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 his/her normal pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee for any reason was not in pay status at the time of the notice of discharge, this shall not apply. All employees, no matter if they are in or out of pay status at the time they received notice of discharge, shall be in pay status for the actual time they spend in the above-mentioned meeting.

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

An employee found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties if appropriate or the decision of the Arbitrator.

Section 6. Unclassified Employees. The termination of unclassified employees is not subject to the arbitration provisions of this Agreement, unless otherwise specified in this Agreement.

Section 7. Personnel 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 file.

An oral reprimand shall not become a part of an employee's personnel file. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel file.

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

Upon request of the employee, a written reprimand shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of one (1) year following the date of the written reprimand. Upon request of the employee, a written record of a suspension of ten (10) days or less shall be removed from the employee's personnel file provided that no further disciplinary action has been taken against the employee for a period of three (3) years following the beginning date of the written suspension. Discipline that becomes eligible for removal, based upon this provision, shall not be used as a basis for any subsequent discipline of the employee.

The contents of an employee's personnel file shall be disclosed to him/her upon request and to the employee's Association Steward upon the written request of the employee. The written request authorizing the Association Steward access to the file shall not be placed in the employee's personnel file. In the event a grievance is initiated under Article 9, the Appointing Authority shall provide a copy of any items from the employee's personnel file upon the request of the employee or the Association, with any copying costs paid in advance by the employee or the Association. However, up to ten (10) copies of such material shall be without cost to the employee or Association.

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

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

**ARTICLE 9
GRIEVANCE PROCEDURE**

Section 1. Intent. The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances. For the purpose of this Agreement, a grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Section 2. Operating Terms, Time Limits, and General Principles.

A. Operating Terms:

1. The term "days" shall mean calendar days, unless otherwise specified.
2. The term "employee" shall mean an individual or group of employees, or the Association, as long as the individual or group of employees are members of the bargaining unit.
3. The term "Association Steward" shall mean those individuals designated by the Association in accordance with Section 2C of this Article and in Article 7, Association Rights, Sections 7A and 7C.

B. Time Limits:

1. If a grievance is not presented on behalf of the employee within a time limit set forth in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or agreed extension thereof, it shall be considered as settled on the basis of the Appointing Authority or designee's last answer.
2. It is expected that the Appointing Authority shall respond to the grievance in a timely manner. However, if no response is received, then the Association may move the grievance to the next level.
3. The time limits in each step may be extended by mutual written agreement of the Appointing Authority or designee and the Association at each step.
4. By the mutual agreement of the Association and the Appointing Authority, the parties may waive Steps 1 and/or 2.

C. General Principles:

1. **Grievance Files.** Grievance files shall be maintained separately from official personnel files.
2. **Non-Precedence.** Upon mutual written agreement, a grievance may be withdrawn at any step without establishing a precedent.

3. **Disclosure.** Upon request, both the Association and the Appointing Authority agree to disclose all documents and information which a party intends to introduce at the hearing, including a listing of possible witnesses, to each other, prior to arbitration. Any costs involved in reproducing documents shall be borne by the party requesting disclosure.
4. **Meetings.** Meetings at all grievance steps will be established by mutual agreement between the Association and the Appointing Authority.
5. **Release Time.** The Association Steward(s) and the grieving employee(s) as specified in 6 below shall be allowed a reasonable amount of time without loss of pay during working hours to investigate and present the employee's grievance(s) to the Appointing Authority. However, reasonable time off without loss of pay shall not include travel time if the travel time to and from exceeds thirty (30) minutes. Notwithstanding the foregoing, the Chief Association Steward and the Chief designee in each greater Minnesota Region shall be allowed up to one hour travel time for the purposes described herein. The Association Steward(s) involved and the grieving employee shall not leave work or disrupt departmental routine to investigate and present grievances without first requesting permission from their immediate supervisor(s), which shall not be unreasonably withheld. Regardless of the step, any Association steward who is participating as a steward in training must secure time off to participate by use of vacation, compensatory time or leave without pay.
6. **Association Stewards.** The Association may designate bargaining unit employees to function as Association Stewards for departments represented within each Region. Association Steward(s) shall have the authority to carry grievances within the Region, provided such representation is consistent with the security, rehabilitation and confidentiality needs of the Appointing Authority.

The following individuals may participate in Steps 1 and 2:

Step 1: Up to two (2) Association Stewards with or without the grieving employee.

Step 2: Up to three (3) Association Stewards with or without the grieving employee.

An Association staff person or officer shall be authorized to carry grievances in concert with or as substitute for the Association Steward.

7. **Fees and Expenses.** The fees and expenses for the Arbitrator's services and proceedings shall be borne by the losing party. In the event of a split decision, the charges to the parties shall be determined by the Arbitrator. However, each party shall be responsible for its own witnesses' and representatives' compensation, expenses and fees. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.
8. **Implementation.** Within a reasonable period of time after the grievance settlement or arbitration award, the settlement or award shall be implemented.
9. **Grievances.** Grievances arising under Article 16 (Vacancies, Filling of Positions) shall be filed with the Appointing Authority in which the vacancy occurred.

Section 3. Procedure.

Informal. An employee who has a grievance may bring it to his/her supervisor's attention orally, indicating that it is a grievance. The employee may discuss the grievance with his/her supervisor in an attempt to reach a satisfactory resolution.

Formal

Step 1. If the Association wishes to initiate a formal grievance, it shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the immediate supervisor. All grievance(s) shall be filed within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence, should have had knowledge of the event.

Within ten (10) calendar days after receiving the written grievance, the grievant's immediate supervisor and the Association Steward(s) shall arrange a meeting with or without the grievant, and attempt to resolve the grievance. The immediate supervisor shall give his/her written answer to the designated Association Steward within ten (10) calendar days of the meeting. The Association may appeal the grievance in writing to Step 2 within ten (10) calendar days after the immediate supervisor's written answer is given or due.

Step 2. Within ten (10) calendar days following the receipt of a grievance appealed in writing from Step 1, the Appointing Authority or designee shall arrange a meeting with the Association's Steward(s) in an attempt to resolve the grievance.

Within ten (10) calendar days following this meeting, the Appointing Authority or designee shall respond in writing to the designated Association Steward stating the Appointing Authority or designee's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may appeal the grievance in writing and within thirty (30) calendar days after the Appointing Authority or designee's written answer is given or due to arbitration by written notice to the Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator). Any grievance not referred in writing by the Association to arbitration within thirty (30) calendar days after the Appointing Authority or designee's written answer is given or due shall be waived. The Arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Steward.

Arbitration Panel. The arbitration proceeding shall be conducted by an Arbitrator to be selected by lot from a permanent panel of six (6) Arbitrators. Prior to October 1 of each even numbered year of the contract, the State Negotiator and the Association may, by mutual agreement, select the members to serve on the permanent panel. If the parties fail to agree, they shall prepare a list of fifteen (15) Arbitrators selected from a list of available Arbitrators supplied by the Bureau of Mediation Services. The members of the permanent panel shall be selected from the list by the following method: the Association and the State Negotiator shall each strike a name from the list. The parties shall continue to strike names until the six (6) members of the permanent panel have been selected. If a vacancy on the permanent panel occurs during the life of this Agreement, the vacancy shall be filled by mutual agreement of the State Negotiator and the Association. If the parties fail to agree, the vacancy shall be filled from among the remaining names on the original list by the same method of selection detailed above.

Section 4. Arbitrator's Authority. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of the Agreement. The Arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted to him/her.

The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. Except as indicated in Section 5 below, the Arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the Arbitrator's interpretation or application of the expressed terms of this Agreement and the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on the Employer, the Association and the employee(s).

Section 5. Expedited Arbitration for Written Reprimands and Suspensions of One (1) to Five (5) Days.

A. Grievances Eligible.

1. All written reprimands properly appealed to arbitration shall be subject to the expedited procedure of this section.
2. Suspensions ranging from one (1) to five (5) days and properly appealed to arbitration may be submitted to the expedited procedure of this section upon the mutual agreement of the parties.

B. Expedited Arbitration Panel. The permanent panel of six (6) arbitrators shall be used. The selection of an arbitrator shall be made randomly.

C. Miscellaneous.

1. All decisions are final and binding on the parties, but shall not be considered as precedential in any other proceeding or matter.
2. Fees and expenses of the arbitrator shall be borne by the losing party.
3. The hearing shall last no more than three (3) hours unless mutually agreed to by the parties.
4. The expenses for witnesses for either side shall be borne by the party producing such witnesses.

Section 6. Arbitration Not Available. If an employee/former employee pursues an appeal procedure under Minn. Stat. 197.46 (or other applicable Veterans' Preference Law), the employee/former employee shall be precluded from making an appeal under the arbitration provisions of this agreement.

**ARTICLE 10
VACATION LEAVE**

Section 1. General Conditions.

- A. **Eligibility.** All employees except intermittent employees, emergency employees, and temporary employees shall be eligible employees for the purpose of this Article. However, intermittent employees shall become eligible employees for the purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period. Temporary unclassified employees appointed for periods longer than six (6) months shall be considered eligible for purposes of this Article. 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 service in a vacation eligible status as defined in Section 1 A. above. However, an employee who is rehired within four (4) years to a vacation eligible position may use vacation in the first six (6) months of the appointment provided they completed six (6) months of continuous service in a vacation eligible status, with the State of Minnesota, prior to the reinstatement or reappointment.
- C. **Crediting Accruals.** Once an employee has completed six months of service in a vacation eligible status, vacation accruals shall then be credited back to the original date of eligibility as defined in Section 1A. above.

Section 2. Accruals. All eligible employees shall accrue vacation in accordance with the following rates:

<u>Length of Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
0-5 years	4 working hours
After 5-8 years	5 working hours
After 8-12 years	7 working hours
After 12-18 years	7 1/2 working hours
After 18-25 years	8 working hours
After 25-30 years	8 1/2 working hours
After 30 years	9 working hours

Eligible employees being paid for less than a full eighty (80) hour payroll period shall have their vacation accrual pro-rated in accordance with the schedule set forth in Appendix A.

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

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.

Effective July 9, 1975, for purposes of determining an employee's accrual rate, periods of suspension or unpaid non-medical leaves of absence of more than one (1) pay period shall be deducted for purposes of determining an employee's accrual rate; however, periods of paid or unpaid military leave shall not be deducted. This method will be effective only after this date and shall not be used to change any length of service requirements determined prior to that date.

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

An eligible employee reinstated or reapointed to State service after June 30, 1983 and 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. This method shall not be used to change any length of service requirements determined prior to July 1, 1983.

Employees of the Legislative branch, the Judicial branch, the University of Minnesota, the Minnesota Historical Society, the Metropolitan Council, and former members of the Minnesota Legislature who transfer or who are appointed to State service within four (4) years of the date of resignation in good standing, ending of his/her Legislative term, or retirement, shall accrue vacation leave with the same credit for length of service that existed at the time of such transfer or separation. Such employees shall begin accruing vacation leave based on this method effective at the beginning of the first payroll period following the date the employee applies.

Judicial and Legislative branch employees who are appointed without a break in service may be allowed to bring any accumulated but unused vacation leave with them, provided that the total does not exceed two hundred and seventy-five (275) hours.

At the discretion of the Appointing Authority, former public sector employees who are hired following the approval of this agreement by the Legislative Coordinating Commission into State service from another public sector employer, including the United States Armed Forces and who were in a vacation eligible position with that employer may be granted length of service credit in an amount up to the length of time employed by the previous public sector employer.

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

1. There must be evidence to establish that the employee was employed by another public sector employer at the time the State hired the employee;
2. The employee must have been in a vacation eligible position with the previous public sector employer;
3. The employee must provide the necessary documentation demonstrating his/her previous vacation eligibility status;
4. The amount of the length of service credit granted is at the discretion of the Appointing Authority.

Changes in the accrual rate shall become effective the beginning of the next payroll period following the Appointing Authority's approval of the adjusted rate and shall not be retroactive.

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

Employees on a military leave under Article 14 shall earn vacation leave as though actually employed without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the employee returns from the military leave.

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

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 work unit staffing permits. If it is necessary to limit the number of employees within or among classifications on vacation at the same time and in the event of any conflict over vacation periods, the vacation schedules shall be established on the basis of bargaining unit seniority within the employee's work location. Bargaining unit seniority is defined as an employee's continuous length of service in Association represented positions with the State of Minnesota. Whenever practicable, employees shall submit written requests for vacation at least two (2) weeks in advance of their vacation to their supervisor on forms furnished by the Appointing Authority. When advance written requests are impracticable, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to all vacation requests promptly and shall answer all written requests in writing.

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.

When an employee transfers to a new seniority unit or to a work area, or is awarded an interest bid or promotion, previously approved vacation leave must be mutually agreed upon between the employee and the new supervisor.

Section 4. Vacation Charges. Employees who utilize vacation shall be charged only for the number of hours that they would have been scheduled to work during the period of absence. 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 utilized by the employee with the approval of the supervisor without first returning to work.

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. Upon request of the Appointing Authority, such notice shall be accompanied by a medical statement from a medical practitioner and shall be given to the supervisor as soon as possible after the illness or disability occurs.

Section 5. Work During Vacation Period. Except during an emergency, no employee will be required to work during his/her vacation once the vacation request has been approved. The Appointing Authority shall notify the Association of any emergency declaration and of any vacation canceled pursuant to this Section.

Section 6. Vacation Transfer and Liquidation. An employee who transfers from one Appointing Authority to another shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment in whole or in part; however, if an employee moves to a vacation-ineligible position that is not covered by this agreement, the accumulated vacation leave shall be liquidated by cash payment. Except for employees who are separated from State service prior to completion of six (6) months of continuous service or those separated due to layoff or death, employees who are separated from State service shall have all unused vacation leave converted to a MSRS Health Care Savings Plan account. The amount converted will be based on his/her then current rate of pay for all vacation leave to his/her credit at the time of separation. Amounts of less than two hundred dollars (\$200.00) shall be paid in cash. Employees who are laid off shall be compensated in cash at his/her then current rate of pay for all vacation leave to his/her credit at the time of layoff. However, in no case shall the amount of vacation liquidated exceed two hundred sixty (260) hours except in case of death. Employees who are laid off and are unable to reduce their accumulated vacation below two hundred sixty (260) hours prior to their layoff date shall have hours in excess of two hundred sixty (260) restored to their credit upon reinstatement, recall or reemployment. Upon the mutual agreement of the employee and the supervisor, seasonal employees shall be allowed to liquidate all, none, or a portion of their accumulated vacation balances in cash prior to their seasonal or temporary layoff.

ARTICLE 11 HOLIDAYS

Section 1. Eligibility. All employees in the bargaining unit covered by this Agreement except intermittent, emergency and temporary employees, shall be eligible for purposes of this Article. Temporary unclassified employees appointed for periods longer than six (6) months shall be considered eligible for purposes of this Article. Eligible employees appointed to emergency or temporary status from layoff status shall continue to be eligible for purposes of this Article.

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

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Birthday
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Day
- Floating Holiday

All eligible employees shall receive one (1) floating holiday each fiscal year of the Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The supervisor may waive the fourteen (14) day advance notice if staffing needs permit. 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. Floating holidays may not be accumulated or paid off.

- A. **Continuous Operations.** Except for employees working where seven (7) day a week schedules are in effect, when any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday; and when any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

Where seven (7) day a week schedules are in effect, the actual holiday shall be observed as a holiday for employees working within such schedule.

- B. **Holidays on Days Off.** When any of the above holidays fall on an employee's regularly scheduled day off, and the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time. The employee must be eligible to accrue and use vacation under the provisions of Article 10 in order to choose to receive payment in the form of vacation.
- C. **Substitute Holidays.** The Appointing Authority may, after consultation with the Association, designate alternate days for the observance of Veterans Day and Presidents' Day.

Section 3. Holiday Pay Entitlement. To be entitled to receive a paid holiday, an eligible employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s). Payroll status shall be defined as follows: actually working, on paid vacation, paid sick leave, compensatory time off, or on a paid leave of absence.

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

Temporary or temporary unclassified employees as defined in Section 1 shall receive a holiday if they work the day before and the day after the holiday. If they work on a holiday, 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.

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

With the approval of his/her 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 pro-ration of holiday hours.

Section 5. Work on a Holiday. At the Appointing Authority's discretion, any employee who works on a holiday shall be paid in cash at the employee's appropriate rate for all hours worked in addition to the holiday pay provided for in Section 4 above.

If the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time. The employee must be eligible to accrue and use vacation under the provisions of Article 10 in order to choose to receive payment in the form of vacation.

Section 6. Religious Holidays. In accordance with M.S. 15A.22, any employee who observes a religious holiday on a day that does not fall on a Sunday, a legal holiday, or a holiday listed in Section 2 above, shall be entitled to that day off to observe the religious holiday. Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave, floating holiday leave, accumulated compensatory time or, by mutual consent is able to make up the time. Employees shall notify the Appointing Authority at least five (5) working days prior to the leave.

ARTICLE 12
SICK LEAVE

Section 1. Sick Leave Accumulation. Employees, except for emergency, temporary, and intermittent employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of eligibility. Intermittent employees shall become eligible for sick leave after completion of sixty-seven (67) working days in any twelve (12) month period. Temporary unclassified employees appointed for periods longer than six (6) months shall be considered eligible for purposes of this Article. Eligible employees appointed to emergency or temporary status from layoff status shall continue to be eligible to accrue and use sick leave.

Employees on a military leave under Article 14 shall earn and accrue sick leave as though actually employed, pursuant to Minn. Stat. 192.26.

An employee who transfers or is transferred to another Appointing Authority without an interruption of service shall carry forward accrued and unused sick leave.

Employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accord with Appendix C.

Section 2. Sick Leave. The employee shall notify the Appointing Authority of any illness at or before his/her normally scheduled starting time. Employees utilizing leave under this Section shall 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 abuse of sick leave may constitute just cause for disciplinary action. The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the employee is not fit to work or has been exposed to a contagious disease which endangers the health of other employees, clients or the public. Employees returning from extended sick leave shall notify the Appointing Authority within a reasonable amount of time prior to returning to work.

Section 3. Sick Leave Use. An employee shall be granted sick leave with pay to the extent of his/her accumulation for absences necessitated by reason of illness or disability; by necessity of medical, chiropractic or dental care; or by exposure to contagious disease so that his/her attendance on duty may endanger the health of fellow employees or the public. Sick leave shall also be granted with pay to the extent of an employee's accumulation for absence necessitated by illness of the following persons living in the employee's household: his/her spouse, dependent children, stepchildren, foster children, parents or stepparents for such periods as his/her attendance may be necessary. It shall also be granted for the illness of a minor child, whether or not the child lives in the household, for such periods of time as his/her attendance may be necessary. Sick leave shall be granted for such reasonable periods as the employee's attendance is necessary to accompany the employee's spouse, minor or dependent children, stepchildren, and foster children to dental or medical appointments. Sick leave to arrange for necessary nursing or hospice care for members of the family as described above regardless of the family member's location of residence or birth or adoption of a child shall be limited to not more than five (5) days. Upon the request of the employee, a birth mother shall be allowed to use six (6) weeks or more if certified as necessary by a medical provider, of accumulated sick leave for the birth of a child. The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents and grandparents of the spouse or parents/step parents, grandparents, guardian, children, grandchildren, brothers, sisters, stepbrothers, stepsisters, wards, or stepchildren of the employee. In addition, sick leave, limited to eight (8) hours, shall be granted in the case of the death of a parent of the employee's minor child. The supervisor shall make a reasonable effort to adjust the hours of an employee in order to permit his/her attendance at the funeral of a co-worker.

With prior notice, an employee may use sick leave to accompany a parent to a medical and/or dental appointment, not to exceed twenty-four (24) hours in a calendar year.

In no event shall sick leave with pay be granted beyond the extent of an employee's accumulation.

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 such use.

Section 4. 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 the sick leave. Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day. Employees who, because of the nature of their job, schedule their own time shall be limited to a maximum of eight (8) hours of sick leave for each work day.

An 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 shall not commence until the employee's first scheduled work day following the injury.

Section 5. Reinstatement of Sick Leave. 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 his/her accumulated but unused sick leave balance restored and posted to his/her credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

An employee who receives severance pay on or after January 7, 1998, and returns to State service within four (4) years of the date of resignation in good standing or retirement, shall have his/her sick leave balance restored at sixty percent (60%) of the employee's first nine-hundred (900) hours of accumulated but unused sick leave, plus eighty-seven and one-half percent (87½%) of the employee's accumulated but unused sick leave in excess of nine-hundred (900) hours.

Upon request, employees of the legislative branch who transfer or who are appointed to State service within four (4) years of the date of resignation in good standing or retirement shall have accumulated unused sick leave posted to the employee's credit provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

ARTICLE 13
SEVERANCE PAY

Section 1. Eligibility. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation except for discharge for cause from State service. Employees with less than twenty (20) years continuous State service shall receive severance pay upon retirement at or after age 65, death, or layoff, except for seasonal layoff. 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 percent (40%) of the employee's first nine hundred (900) hours accumulated but unused sick leave and twelve and one-half percent (12½%) of the employee's accumulated but unused sick leave in excess of nine hundred (900) hours times the employee's regular rate of pay at the time of separation.

Employees who have been laid off and received severance pay as a result of the layoff, and are reappointed to state service, are eligible for additional severance upon subsequent separation if they meet the eligibility requirements in Section 1. For the purposes of eligibility, continuous service shall include time served since the last date of hire, including the period of layoff.

Employees who separate from state service and receive severance pay as a result of meeting the continuous state service requirement described in Section 1, and are reappointed to state service are considered to have met the continuous service requirement for future severance payment.

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.

Section 2. Health Care Savings Plan. Employees who, for reasons other than layoff or death, are eligible to receive severance pay will have one hundred percent (100%) of severance pay, as defined in Section 1 above, converted to an MSRS health care savings plan account. Employees who do not meet the requirements for the health care savings plan account, or whose severance pay totals less than two hundred dollars (\$200) will continue to receive their severance payments in cash.

ARTICLE 14 LEAVES OF ABSENCE

Section 1. General Conditions. Except as otherwise provided in this Agreement, request for leave shall be made by employees prior to the beginning of the period(s) of absence. Upon request of the employee, authorization for or denial of a leave of absence shall be furnished to the employee in writing by his/her supervisor. All requests for a leave of absence shall be answered by the supervisor promptly and shall include, 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 the reasons for a denial shall be given to the employee upon request. No employee shall be required to exhaust his/her accumulated vacation leave prior to an extended leave of absence.

Some leaves provided for in this Agreement may also qualify for federal Family and Medical Leave Act (FMLA) status.

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 period shall be deemed to be a voluntary resignation and the employee shall be severed from state service.

Accrual of vacation and sick leave benefits shall continue during the period of a leave of absence with pay. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay unless otherwise indicated. 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 coverage.

Section 2. Leaves With Pay. Paid leaves of absence granted under this Article shall not exceed the employee's work schedule. Statutory leaves are listed in Appendix M.

- A. **Military Reserve Training.** In accordance with Minn. Stat. 192.26, up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military or naval reserves of the United States or of the State of Minnesota who are ordered or authorized by the appropriate authorities to engage in training or active service. The employee shall make every reasonable effort to promptly inform the Appointing Authority of the dates of duty upon receiving any notification of duty. Such notice must occur within three (3) calendar days of the employee's knowledge of the need for the leave.
- B. **Jury Duty.** Leave shall be granted for selection of and 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. Whenever practicable, the employee shall notify the Appointing Authority at least fourteen (14) days prior to his/her scheduled jury duty.
- C. **Court Appearance.** 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 Association. 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 the employee's regular rate of pay but shall remit to his/her Appointing Authority the amount received, exclusive of court-paid expenses, for serving as a witness, as required by the court.
- D. **Voting Time.** Any employee who is entitled to vote in any statewide primary, Presidential primary, general election, or in an 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.
- E. **Educational Leave.** Leave shall be granted for educational purposes if such education is required by the Appointing Authority.
- F. **Emergency Leave.** The Commissioner of Minnesota Management & Budget, after consultation with the Commissioner of Public Safety, may excuse employees from duty with full pay in the event of a natural or man-made emergency if continued operation would involve a threat to the health or safety of the individuals.
- G. **Leave to Serve as an Election Judge.** Upon twenty (20) calendar days advance request, leave shall be granted for purposes of serving as an election judge in any election.
- H. **Transition Leave.** At the Appointing Authority's discretion, an employee under notice of permanent layoff may continue in payroll status for up to eighty (80) hours of paid leave prior to his/her date of layoff. Such leave shall not be subject to the provisions of Section 5, Reinstatement After Leave, of this Article.
- I. **Investigatory Leave.** See Article 8, Section 4.

- J. **Paid Administrative Leave.** At the Appointing Authority's discretion, an employee may be placed on paid administrative leave for up to thirty (30) calendar days when the employee has been involved in a critical incident or when his/her continued presence in the workplace poses a risk to the employee or the organization. The Association will be provided with notification at the time the employee is placed on the leave. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than another thirty (30) calendar days. Any extension(s) of longer duration must be mutually agreed to between the Appointing Authority and the Association. At the request of the Association, the Appointing Authority will provide information to the Association regarding the status of the employee on the leave. It is the Appointing Authority's policy to return an employee to active duty status as soon as it is practical and prudent.
- K. **Leave to Participate in Labor-Management Committees.** See Article 32, Section 2.
- L. **Blood Donation Leave.** Leave shall be granted to an employee who participates in an Appointing Authority-sponsored blood drive.
- M. **Volunteer Firefighters and Rescue Workers.** See Appendix M.

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

- A. **Unclassified Service.** 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 an employee for educational purposes.
- C. **Military Leave.** In accordance with Minn. Stat. 192.261, Subd. 1, and federal law, leave shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training, or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years, plus such additional time as the employee may be required to serve pursuant to law. Leave time for service in the military shall be considered as paid leave for purposes of vacation leave and sick leave accrual.

Employees requesting such leave shall notify their immediate supervisor as soon as possible of the need for such leave. Such notice must occur within three (3) calendar days of the employee's knowledge of the need for such leave.

At an employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

- D. **Association Leave.** Upon advanced written request of the Association, leave shall be granted to employees who are elected or appointed by the Association to serve on the Association's Master Negotiating Team. An employee may use vacation time, compensatory time, or a holiday for this purpose, at the employee's discretion. Leave time for service on the Association's Master Negotiation Team shall be considered as paid leave for purposes of vacation and sick leave accrual, and holiday pay entitlement.

Association Representatives or other employees who may be elected or appointed by the Association to perform duties for the Association shall be granted time off, provided the granting of such time off does not adversely affect the operations of the employee's department or agency. Such leave shall not be unreasonably withheld. Upon the written request of the Association, leave shall be granted to employees who are elected officers or appointed full-time representatives of the Association. Annually, the Appointing Authority may request the Association to confirm the employee's continuation on Association leave. Leave time for service to the Association shall not be deducted for purposes of determining an employee's vacation accrual rate.

Association board members who are currently State employees and not on full-time leave shall have time spent performing board duties considered as paid leave for purposes of vacation, sick leave and holiday pay eligibility when they are on Association leave.

- E. **Parenthood.** Parenthood leaves of absence shall be granted to a birth parent(s) or adoptive parent(s) and who requests such leave in conjunction with the birth or adoption of a child. Requests for parenthood leave shall be submitted at least six (6) weeks in advance of the anticipated due date or adoption date, if possible. However, such leave shall be requested within the first three (3) months following the birth or adoption of a child. Parenthood leave shall commence on the date requested by the employee, and shall continue up to six (6) months. If both parents elect to take Parenthood leave, such leave may be taken either concurrently or consecutively. Such leave must be completed within one (1) year following the birth or adoption of a child. Sick leave or vacation used following the birth or adoption of the child will run concurrently with the six (6) months of Parenthood leave.

Such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority from the date of the event giving rise to the leave request.

- F. **Medical.** Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay shall be granted by the Appointing Authority for up to one (1) year because of sickness or injury to the employee. At the request of the employee, this leave may be extended at the discretion of the Appointing Authority. An employee requesting a medical leave of absence shall be required to furnish evidence of disability to the Appointing Authority. When the Appointing Authority has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish such reports as are required by the Appointing Authority, the Appointing Authority shall have the right to require the employee to return to work on a specified date.
- G. **Personal Leave.** Leave may be granted upon request of an employee for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- H. **Political Caucus/Convention.** Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political caucus/convention. An employee may use vacation leave, compensatory time, or a holiday for this purpose, at the employee's discretion.
- I. **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. **Unpaid Administrative Leave.** At the Appointing Authority's discretion, an employee may be placed on unpaid administrative leave when the employee is unable to work because of the temporary absence of a license, completed background check, or other credentials required for his/her position. After verification of reinstatement of license, successful background check or credentials required for the position, the employee shall be reinstated subject to the reinstatement provisions of Section 5, Reinstatement After Leave. For informational purposes, the Association shall be notified at the time the employee is placed on the Unpaid Administrative Leave.

K. **Leave to Vote in Tribal Elections.** An employee who is eligible to vote in a tribal election shall be entitled to the time needed to vote, not to exceed one day, provided that mail ballots are not being used and the election is not being conducted on the employee's regularly scheduled day off.

The day off shall be taken without pay unless the employee elects to use accumulated vacation leave, a floating holiday or accumulated compensatory time. Alternatively, the Appointing Authority and employee may mutually agree to have the employee make up the time.

The employee shall notify the Appointing Authority at least twenty-one (21) calendar days prior to the leave.

L. **Leave for Death or Injury of Military Personnel.** See Appendix M.

M. **Leave to Attend Military Ceremonies.** See Appendix M.

Section 4. Cancellation of Discretionary Leaves. Discretionary leaves of absence or extensions of such leaves may be canceled by an Appointing Authority for reasonable cause upon written notice to the employee unless the Appointing Authority agrees in writing at the time the leave is granted that the leave will not be canceled.

Section 5. Reinstatement After Leave. 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 classification/class option or a position of comparable duties and pay, providing such return is in his/her former seniority unit. Any employee returning from an approved leave of absence of six (6) months or less shall also be entitled to return within thirty-five (35) miles of the employee's old work location. Notwithstanding the above, if a layoff occurs during the period that the employee is on an approved leave of absence, such an employee is subject to layoff with full rights and options consistent with the terms of Article 17 of this Agreement. Should an employee on an approved leave of absence be laid off while on leave, that employee's return rights shall be determined by the employee's new work location (if any), chosen as an option under Article 17. Employees returning from extended leaves of absence of one (1) month or more shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. An employee 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. At the discretion of the Appointing Authority, an employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of that leave of absence.

**ARTICLE 15
SENIORITY.**

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.** "Classification Seniority" is defined as an employee's length of service in a specific job classification with the State of Minnesota, beginning with the date an employee begins to serve a probationary appointment.
1. **Bumping, Demotions, Transfers.** When an employee bumps, demotes or transfers, Classification Seniority in the class to which the employee is bumping, demoting, or transferring, shall include Classification Seniority in all related classes in the same or higher salary range in which the employee has served with the State of Minnesota. For purposes of this section, classes are considered to be in the same salary range if the first two (2) digits of the compensation codes (as listed in Appendix F) are the same, and movement between the classes is a transfer or a demotion.
 2. **Class Options.** "Class Option" is defined as an area of specialization which may require special licensure, certification, or registration and for which a separate selection process is used in making appointments to a classification.
 3. **Related Classes.** "Related Class" is defined as the class or classes which are similar in the nature and character of the work performed and which require similar qualifications.
 4. **Reallocations.** Class seniority for employees whose positions are reallocated to an equal or lower class after July 1, 1981, shall include service in the class from which they were reallocated, regardless of whether or not the class is a related class in accord with this section.
 5. **Trial Period.** An employee who returns to his/her former classification under the conditions of a trial period (Article 16, Section 7), shall accrue all seniority in the former classification as if continually employed in the former classification.
- C. **Interruptions.** Classification Seniority shall be interrupted only by separation because of resignation, discharge for just cause, non-certification for the initial probationary period, 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 in a bargaining unit not represented by the Association. However, Classification Seniority shall include service in a confidential position in accordance with Section 1(B). Classification Seniority shall also include permanent or probationary classified service in the position in bargaining Unit 216 from which the employee was reallocated as a result of a unit determination order from the Bureau of Mediation Services. Time on the seniority unit layoff list and/or approved leave of absence shall not constitute an interruption.

- D. **Seniority Units.** "Seniority Units" are defined as set forth in Appendix D.

Section 2. Seniority Earned Under Previous Collective Bargaining Agreements. Employees shall continue to have their seniority calculated as provided under the 1981-1983 collective bargaining agreement or memoranda of understanding except as specifically provided elsewhere in this Agreement.

Section 3. Seniority Rosters. No later than November 30 and May 31 of each year, the Appointing Authority shall prepare and post seniority rosters on official bulletin boards for each of its seniority units and two (2) copies shall be furnished to the Association Executive Director. Such rosters shall be based on transactions occurring up to and through the pay period closest to October 31 and April 30 respectively of each year. The rosters shall list each employee in the order of Classification Seniority; and reflect each employee's date of Classification Seniority, date of State Seniority, and class title and date for all classes in which the employee previously served. The rosters shall also identify the type of appointment if other than full-time unlimited, and shall include the class option, if any.

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

Section 4. Appeals. Employees shall have sixty (60) calendar days from the date of the initial posting to notify the Appointing Authority of any disagreements over the Seniority Roster. Thereafter, appeals must be filed with the Appointing Authority within thirty (30) days of the date of posting and 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.

ARTICLE 16
VACANCIES, FILLING OF POSITIONS

Section 1. Definition of Vacancy. A vacancy is defined as a non-temporary (more than 12 months) opening in the classified service which the Appointing Authority determines to fill. A vacancy is not created by reassignment within thirty-five (35) miles to the same classification.

Section 2. Permanent Reassignment. Whenever the Appointing Authority determines to make a permanent reassignment within thirty-five (35) miles, the Appointing Authority shall, before the reassignment is effected, consider (but not be limited to) the following:

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

Section 3. Job Posting and Interest Bidding. Whenever a vacancy occurs which the Appointing Authority determines to fill, the Appointing Authority shall post the vacancy on bulletin boards in the seniority unit for a minimum of ten (10) calendar days or through such procedures as are otherwise agreed to between the Association and the Appointing Authority. Such other procedures may include a method for electronic posting, where available. The job posting shall include: the division, section, classification/class option, employment condition, and location of the vacancy. A copy of the posting shall be furnished to the Association. Permanent non-probationary classified employees in the seniority unit in the same classification/class option may interest bid on the filling of such vacancy by submitting a written application to the Appointing Authority on or before the expiration date of the posting. An employee who is selected for a position through interest bidding shall not be eligible for interest bidding for six (6) months from the date the employee reports to the new position.

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

The posting of a vacancy shall not be required if the Appointing Authority offers the vacancy to a seniority unit employee who has received notice of permanent layoff from the same or a transferable or higher classification.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Interest bids shall be accepted from employees in both classes. Interest bids shall be considered first from employees in the higher class and if there are no interest bids, shall then be considered from employees in the lower class.

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 interest bid for individual vacancies posted during his/her absence. The advance interest bid shall indicate the division, section, classification/class option, employment condition and location of the individual position. Such advance interest bid shall be submitted to the Appointing Authority or designee and shall be valid for the period of the absence or four (4) weeks, whichever is less.

At the Appointing Authority's discretion and when adequate time permits, positions in the unclassified service may be posted for ten (10) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees may notify the Appointing Authority that they wish to be considered for the positions, however, non-selection shall not be grievable under Article 9 of this agreement.

Section 4. Filling of Positions. All eligible employees under Section 3 who have made a timely interest bid, shall be given consideration and may be appointed to the opening prior to the consideration of other non-interest bidding applicants and prior to filling the vacancy through other means. The Appointing Authority shall not be arbitrary, capricious, or discriminatory and must have a legitimate business reason to reject all of the interest bidders. Seniority of the interest bidders shall not be a factor in appointing employees from among the interest bidders. All interest bidders shall be notified orally or in writing as to the acceptance or rejection of their interest bid in a timely manner prior to the Appointing Authority using any other means of selection.

If the vacancy is not filled by an employee under this Section, then it shall be filled in the following order:

- A. **Seniority Unit Layoff List.** Selection shall be made from employees on the Seniority Unit Layoff List, if such a list exists, in order of Classification Seniority pursuant to Article 17, Layoff and Recall. Employees shall be recalled to a vacancy in the same class (and same option or another option for which the employee is determined to be qualified by the Employer). No new appointments shall be made in a seniority unit in a class, geographic location, and employment condition for which a Seniority Unit Layoff List exists until all qualified employees on such list have been offered the opportunity to accept the position, except that the Appointing Authority may offer the vacancy to a seniority unit employee who has received notice of permanent layoff from the same or a transferable or higher classification.
- B. **Claiming.** If the vacancy is not filled as provided in A above, the Appointing Authority shall consider claims of eligible Bargaining Unit employees facing layoff who request a transfer or demotion to a class (or class option) in which the employee served or for which the employee is determined to be qualified by the Employer.

Instead of accepting a claim, the Appointing Authority may choose to fill the vacancy by promoting a seniority unit employee whose name was submitted in the recruitment and selection process for the classification of the claimed position at the time the vacancy was first claimed, or by accepting the voluntary transfer or demotion of a current seniority unit employee on notice of permanent layoff. If the Appointing Authority determines to fill the resulting vacancy, and it is not filled by an interest bidder or a recall from the seniority unit layoff list or the transfer or demotion of a seniority unit employee who has received notice of permanent layoff, the Appointing Authority must consider interested and eligible claimers who were not selected for the original vacancy due to the promotion, transfer or voluntary demotion of a current seniority unit employee, prior to using any other vacancy filling method in 4(C) and prior to the consideration of any additional claimers for the resulting vacancy.

The receiving Appointing Authority shall determine if the employee is qualified for the position, and if so, shall not unreasonably deny the request (see the provisions of Article 17, Section 3(A)(5), regarding employee requests to claim positions in other seniority units to avoid layoff or bumping).

- C. **Other Means of Filling the Vacancy.** If the position is not filled as provided in Section 3, 4.A. or 4.B. above, the Appointing Authority shall have the option of filling the vacancy by any of the following methods:
1. **Multi-Source Recruitment and Selection Process.** If the multi-source recruitment and selection process is used, selection from among finalists shall be made on the basis of skill, ability, experience, efficiency, job knowledge and/or fitness to perform the duties of the position.

However, if appointment is to be made from among two or more finalists who are equal in terms of the above factors and one or more of these finalists is in the bargaining unit, a bargaining unit employee in a class/class option other than the same class/class option as the vacancy shall be selected. If a bargaining unit employee is selected, nothing in this section shall be construed to set a standard for the non-selection of other bargaining unit employees who are finalists; or
 2. **Department Layoff List.** If a Department Layoff List is to be used, selection shall be made from among qualified employees whose names appear on the list in the order of Classification Seniority; or
 3. **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

4. **Bargaining Unit Layoff List/Same Classification.** If a Bargaining Unit Layoff List/Same Classification is to be used, selection shall be made from among qualified employees whose names appear on the list; or
5. **Voluntary Transfer.** If a voluntary transfer within or between seniority units and/or classes is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary transfer. If an employee within the seniority unit submits a request to transfer during the posting period under Section 3 accompanied by a request to interview and substantial evidence of qualification for the position, the Appointing Authority shall grant an interview. Nothing in this section shall be construed to require a standard for the non-selection of the interviewed employee.

An interview must only be granted if the position is not filled through interest bidding, recall from the seniority unit layoff list, or claiming. Employees who fill vacancies through this method shall have a twenty one (21) calendar day trial period during which time they may elect to return to their previous position; or
6. **Bargaining Unit Layoff List/Other Job Classification.** If a Bargaining Unit Layoff List/Other Classification is to be used, selection shall be made from among qualified employees whose names appear on the list; or
7. **Reinstatement.** If reinstatement is to be used, selection shall be made by reinstating a former employee; or
8. **Other.** The Appointing Authority may also use any other appointment procedure pursuant to statute.

Notwithstanding any of the above, no new appointments of persons other than current civil service employees shall be made in a seniority unit in that class (or option) and employment condition for which any Layoff List exists.

Upon request, the Appointing Authority shall provide to the Association President the name of the applicant selected, the method used to select the applicant and any lists of certified finalists used in the selection procedure.

Section 5. Reclassification. Employees may submit requests for job audits directly to Minnesota Management & Budget, or their own Appointing Authority if it has delegated classification authority, pursuant to Minn. Stat. 43A.07, Subd. 2 and the Minnesota Management & Budget Administrative Procedure 7. Minnesota Management & Budget or an Appointing Authority with delegated classification authority, shall acknowledge, in writing, receipt of an employee initiated request for an audit of his/her position within thirty (30) calendar days of receipt of the request.

An employee shall be notified, in writing, of a downward reclassification of his/her position before such action occurs.

An employee who desires to protest a reclassification decision regarding his/her position may do so by following the provisions of Minn. Stat. 43A.07, Subd. 3; but the decision of the Commissioner of Minnesota Management & Budget or the agency with delegated authority pursuant to this Section shall not be subject to the grievance and arbitration provisions of this Agreement.

Minnesota Management & Budget or an Appointing Authority with delegated classification authority, shall notify the Association President regarding any class studies they plan to undertake. Prior to the actual implementation of any class study results, the Association shall be offered the opportunity to meet and confer with the appropriate authority regarding the results and the implementation plans.

- A. **Effect of Change in Position Allocation 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 this position, such positions shall be considered vacant under the provisions of this Article and filled in accordance with Sections 1-4.
- B. **Effects of Reallocation 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 and not considered a vacancy under the provisions of this Article.

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. In any case where the incumbent of a position which has been reallocated is ineligible to continue in that position in the new class/class option, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority of the employee's ineligibility. The position shall then be considered vacant under the provisions of this Article and filled in accordance thereof. Where the incumbent is ineligible to continue in the position and is not transferred, promoted, or demoted, the layoff provisions of Article 17 shall apply.

Except for reallocations resulting from a study of an agency or division thereof initiated by Minnesota Management & Budget 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 Minnesota Management & Budget or an agency with delegated authority of a reallocation request determined to be properly documented, and it shall continue from that date until the effective date of the probationary appointment.

The Employer shall provide the Association notice of any reallocations that occur within the bargaining unit. Such notice shall include, but not be limited to: 1) name of the employee; 2) department or agency name; 3) original classification of the employee; 4) reallocated classification of the employee; and 5) date of the reallocation.

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

Section 6. Probationary Periods. All unlimited appointments to positions in the classified service except appointments from the Seniority Unit Layoff List shall be for a probationary period of six (6) months; and the Appointing Authority may require a probationary period of six (6) months for transfers, re-employments, reinstatements, voluntary demotions and appointments from layoff lists other than the Seniority Unit Layoff List. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified employment, or any unpaid leave of absence in excess of ten (10) consecutive working days. Wherever practicable, an employee serving a probationary period shall receive at least one (1) performance counseling review of his/her work performance at the approximate midpoint of the probationary period.

Employees recalled from the Seniority Unit Layoff List who were placed on layoff prior to completion of their probationary period shall be required to complete the probationary period upon return from the layoff.

If the Appointing Authority decides that an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, upon notice to the Association and the employee, the Appointing Authority may extend the period, not to exceed three (3) months.

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

An employee who is serving a probationary period, except an initial probationary period, and who is not certified by the Appointing Authority shall have the right to be restored to a position in his/her former class/class option and seniority unit.

Employees transferring from one Appointing Authority to another shall be required to serve a new probationary period unless the employee receives prior written notice that the Appointing Authority has waived the probationary period, the duration of which shall not exceed the above stated schedule.

Employees who transfer or promote to a different seniority unit prior to the completion of their probationary period shall complete their probationary period in the previous class on the same date that they successfully complete their probation in the new class. If the employee does not successfully complete probation in the new seniority unit, the employee shall return to the former class and seniority unit and resume the probationary period at the point it was interrupted.

Section 7. Trial Period. Employees who are required to serve a new probationary period after either being appointed to a different class or transferred to a different seniority unit shall have a trial period of twenty-one (21) calendar days for the purpose of evaluation. During this trial period, the employee may elect to return to his/her former position. In the event an employee does not successfully complete the remaining probationary period, after the twenty-one (21) calendar day trial period, the employee shall be returned to the former classification within the seniority unit from which the employee came and, if a vacancy exists, to the same geographic area.

Section 8. Non-Certification. When an Appointing Authority does not certify a probationary employee, the employee shall have the right to a meeting with the Appointing Authority or designee to discuss the non-certification decision. Upon request, the employee shall have the right to Association representation during the meeting. Non-certification decisions are not subject to the grievance procedure.

Section 9. Promotional Ratings. Promotional ratings required in conjunction with a selection process shall be prepared for each employee who is a candidate for that selection process in an objective manner by his/her immediate supervisor, unless the immediate supervisor is also an applicant for the same selection process. In that event, the next higher level supervisor shall complete the rating. The rating, along with the reasons therefor shall be discussed with the employee by the rater. The employee is to receive a copy of the rating form, signed by the rater, prior to its being submitted to Minnesota Management & Budget.

Promotional ratings shall not be prepared or completed by members of this bargaining unit for other employees within the bargaining unit.

ARTICLE 17
LAYOFF AND RECALL

Section 1. Definition of Layoff. An Appointing Authority may layoff an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control, not reflecting discredit on the service of the employee. For a full-time employee, a layoff occurs when his/her hours of work are reduced for a period of longer than ten (10) consecutive working days. However, full-time classified employees who have requested and have been authorized to work less than full-time shall not be deemed to have been laid off.

Section 2. Labor-Management Cooperation. Whenever 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 Association during the decision planning phase and again during the implementation planning phase. The Appointing Authority and the Association shall enter into negotiations regarding a Memorandum of Understanding (MOU) upon the request of either party to modify this Agreement regarding the implementation phase which shall include, but are not limited to, the following:

- length of layoff notice
- job and retraining opportunities
- alternative placement methods
- early retirement options under Minn. Stat. 43A.24, Subd. 2(i)
- voluntary layoff provisions of Section 3(A) of this Article
- voluntary reduction in hours provisions of Article 29 of this Agreement
- employee assistance program will be made available to all affected employees
- other methods of mitigating layoffs or their effect on employees.

During the term of this 2009-2011 agreement, upon request, and when possible, an Appointing Authority shall meet and confer with the Association when it has determined that layoffs will be made for budgetary reasons.

Section 3. Permanent Layoff.

A. Layoff Procedures.

1. **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.

Provisional and emergency employees shall be terminated before any layoff of probationary or permanent employees in the same class/class option, employment condition and geographic location/principal place of employment. Provisional employees shall be separated in inverse order of the date of their provisional appointments.

2. **Advance Notice.** In the event a layoff in the classified service of seniority unit employees becomes necessary, the Appointing Authority shall notify the Association Executive Director of the classification(s), number of positions, and the employment condition(s) to be eliminated 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) therefore, estimated length of the layoff period and layoff options available to all employee(s) scheduled to be laid off. Copies of all layoff notices shall be concurrently mailed to the Association Executive Director.

The Appointing Authority may establish a date, up to seven (7) 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 layoff.

3. **Layoff Notification.** Layoffs which are necessary shall be on the basis of inverse classification seniority within the class/class option, employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time, or intermittent), and geographic area (within thirty-five [35] miles of the work location) of the position to be eliminated. The Appointing Authority shall send a layoff notice to the employee within 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 eighty (80) hours of paid leave. Such leave shall not extend beyond the date of layoff and shall not be subject to the Application and Reinstatement Sections of Article 14, Leaves of Absence.

Prior to the implementation of a layoff, the Employer and the Association may mutually agree to a Memorandum of Understanding (MOU) providing for the voluntary layoff of employees with more classification seniority in lieu of those less senior employees who would otherwise be laid off. A more senior employee requesting layoff under this provision shall not be unreasonably denied consideration to be laid off by the Appointing Authority.

4. **Layoff Options.**

- a. The employee(s) receiving notice of layoff shall be placed in a vacancy in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within thirty-five (35) miles of the employee's current work location. If there is no such vacancy, the employee shall either:

- (1) Bump the least senior employee in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within thirty-five (35) miles of the employee's current work location; or
- (2) Accept a vacancy in the same seniority unit in an equal class in which the employee previously served or for which the employee is determined by the Employer to be qualified and in the same employment condition within thirty-five (35) miles of the employee's current work location.

Employees who have elected not to bump under "1" above and who have not been offered "2" shall be laid off.

- b. If neither of the preceding is available the employee may choose to be laid off, or the employee may choose one of the following options.

OPTIONS WITHIN THIRTY-FIVE (35) MILES OF THE EMPLOYEE'S CURRENT WORK LOCATION:

- (1) Bump the least senior employee in an equal or lower class or class option in which the employee previously served.
- (2) Accept a vacancy in a lower class or class option in which the employee previously served or for which the employee is determined to be qualified by the Employer.

- (3) Bump any employee on a temporary appointment in the same class who has more than thirty (30) calendar days remaining on such temporary appointment. The temporary employee so bumped shall be separated.
- (4) For unlimited full-time employees, bump the least senior employee or accept a vacancy in the same class in the unlimited part-time employment condition.
- (5) For unlimited part-time employees, bump the least senior employee or accept a vacancy in the same class in the unlimited full-time employment condition.

OPTIONS MORE THAN THIRTY-FIVE (35) MILES FROM THE EMPLOYEE'S CURRENT WORK LOCATION:

- (6) Accept a vacancy in the same or an equal 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.
- (7) Bump the least senior employee in the same or an equal or lower class or class option in which the employee previously served.

If none of these options are available, the employee shall be laid off.

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

An employee who has the option to fill a vacancy may exercise that option only if there are no interest bidders for the position or if the Appointing Authority rejects the interest bidders pursuant to Article 16, Section 4. If an interest bidder is selected for the vacancy, the Appointing Authority may determine to fill the resulting vacancy by layoff option without posting the vacancy as required under Article 16 of this Agreement.

5. **Claiming.** If the options in Section 3(A)(4)(a) are not available, an employee may request to transfer or demote to a non-temporary classified vacancy within 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. The receiving Appointing Authority shall determine if the employee is qualified for the position and, if so, shall not unreasonably deny the request.

Eligibility for claiming under this provision begins on the date of the written layoff notice and continues until the actual date of layoff or forty-five (45) days, whichever is greater. If the claiming period extends beyond the date of layoff, no severance or vacation liquidation shall be paid to the employee until the end of the claiming period. In addition, the employee's name shall not be placed on any layoff lists until the end of the claiming period. If the claiming period extends beyond the layoff date, the employee may waive their post-layoff claiming rights 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.

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. If an employee fails to accept an offer of a position in the same or a transferable class following their claim within thirty-five (35) miles of their current work location, the employee is no longer eligible to claim.

Employees who claim and fill vacancies under this provision may return to their previous status at any time during the twenty-one (21) calendar days following the appointment to the claimed position. If an employee returns to a layoff status during the trial period, time spent in the trial period shall be deducted from any remaining claiming status days the employee had at the time of the appointment to the claimed position.

If the employee successfully claims but cannot be appointed until after the scheduled layoff date, the current Appointing Authority may place the employee on unpaid leave or, upon mutual agreement, vacation leave until the new appointment begins. Such leave shall not exceed fourteen (14) days following the end of the employee's claiming period or layoff date, whichever is later. Vacation leave for this purpose shall not be subject to Article 10, Section 3 (Vacation Period).

Employees who transfer to another seniority unit under this provision and who do not successfully complete the probationary period shall be placed on layoff from their original seniority unit, class/class option, employment condition and location. Such employees are not subject to Section 3, A-D, but shall become eligible to be placed on layoff lists in accordance with Section 3E on the effective date of their non-certification.

B. Conditions for Bumping or Accepting Vacancies. The following shall govern bumping and accepting vacancies pursuant to Section 3(A)(4):

1. In all cases, the employee exercising an option is restricted to those positions within the same seniority unit and, except in options 4b, (3), (4), and (5), the same employment condition.
2. In all cases of bumping, the employee exercising bumping rights must have greater Classification Seniority in the class/class option into which the employee is bumping than the employee who is to be bumped and in the case of a class option, must have either served in the class option or have been determined to be qualified for the class option by the Employer.
3. An employee who does not have sufficient Classification Seniority to bump into a previously held class shall not forfeit the right to exercise Classification Seniority to bump into the next previously held class/class option in the same seniority unit.
4. When a vacancy exists in a class/class option into which the employee has a right to bump, the employee must accept the vacancy prior to exercising the option to bump except that if the option to bump is to a lower class/class option within thirty-five (35) miles and the vacancy in that class is more than thirty-five (35) miles, then the employee is not required to accept the vacancy.
5. If more than one employee opts to fill a vacancy or bump another employee, the employee with the greater Classification Seniority shall have priority in exercising that layoff option.

C. Junior/Senior Plans. When layoffs take place in the senior class of a Junior/Senior Plan 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.

D. Return to the Bargaining Unit through Outside Layoff. Employees who have accepted an equally or higher paid position excluded from this bargaining unit shall be permitted to return to the bargaining unit upon layoff under the following conditions:

1. The employee must exhaust all of the layoff options available under any existing layoff procedure which covers him/her for purposes of layoff.
2. If no such options exist, the employee returning to the bargaining unit may exercise the options listed in Section 3(A)(4) above under the conditions described in Section 3(B).
3. Before an employee shall be permitted to exercise a bumping option into a previously held class, that employee must first accept a vacancy for which the Employer has determined the employee to be qualified, within the same geographic restriction (within thirty-five [35] miles or over thirty-five [35] miles respectively), seniority unit, and pay range as the position to which the employee desires to bump.

E. Layoff List.

1. **Seniority Unit Layoff List.** The names of employees who have been laid off or who have demoted in lieu of layoff or as a result of reallocation shall be automatically placed on a seniority unit layoff list for the seniority unit, class, geographic location and employment condition from which they were laid off or demoted in the order of their classification seniority. Employees may also indicate in writing, on a document provided by the Appointing Authority, other geographic locations for which they are available. Employees may change their availability by notifying Minnesota Management & Budget in writing. Names shall be retained on the seniority unit layoff list for a minimum of one (1) year or a period of time equal to the employee's state seniority, to a maximum of four (4) years.

Employees who are laid off or demoted in lieu of layoff may designate, in writing, other bargaining unit classes in which they previously served which are equal to or lower than the class from which they were laid off or demoted. Employees shall then be placed on the seniority unit layoff list in order of classification seniority in each class.

2. **Department Layoff List.** (For the Department of Corrections, Department of Human Services, and MnSCU.) Upon request, the names of such employees shall also be placed on a department layoff list (if applicable) for the department, classification/class option and employment condition from which they were laid off or demoted in lieu of layoff in the order of classification seniority. Names shall be retained on the department layoff list for a minimum of one (1) year or a period of time equal to the employee's state seniority to a maximum of four (4) years.

When an employee's name is placed on the department layoff list, the employee shall indicate in writing the seniority unit(s) within the department for which he/she would accept recall. The employee may change his/her availability by notifying Minnesota Management & Budget in writing.

3. **Bargaining Unit Layoff List/Same Classification.** Upon request, the names of such employees shall also be placed on a bargaining unit layoff list/same classification for the bargaining unit, classification/class option and employment condition from which they were laid off or demoted in lieu of layoff or as a result of reallocation in the order of Classification Seniority. Names shall be retained on the bargaining 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 four (4) years.

When an employee's name is placed on the bargaining unit layoff list/Same Classification, the employee shall indicate in writing the seniority unit(s) and the geographic location(s) for which he/she would accept recall. The employee may change his/her availability by notifying Minnesota Management & Budget in writing.

4. **Bargaining Unit Layoff List/Other Job Classifications.** An employee who is laid off or demoted in lieu of layoff may also designate in writing other transferable or lower bargaining unit classification(s)/class option(s) in which he/she previously served and shall then be placed on the bargaining unit layoff list/other job classifications in order of classification seniority in each classification. The names shall remain on the 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 four (4) years.

When an employee's name is placed on the bargaining unit layoff list/other classifications, the employee shall indicate in writing the seniority unit(s) and the geographic location(s) for which he/she would accept recall. The employee may change his/her availability by notifying Minnesota Management & Budget in writing.

- F. **Recall.** Employees shall be recalled from layoff in the order in which their names appear on the layoff list(s) as provided in Section 3(E) of this Article and provided that the employee being recalled is capable of performing the duties of the position. For recall from the Seniority Unit Layoff List, also see Article 16, Section 4A.

An employee shall be notified of recall by personal notice, mail (return receipt required), or e-mail (employee's e-mail response required) sent to the employee's last known address (or e-mail address) at least fifteen (15) calendar days prior to the reporting date. An Appointing Authority shall notify employee by email only if the employee has approved of this method of notice in writing. The employee shall notify the Appointing Authority by certified mail (return receipt required) or e-mail within five (5) calendar days of receipt of notification of intent to return to work and shall report to work on the reporting date unless other arrangements are made. It shall be the employee's responsibility to keep the Appointing Authority informed of his/her current address, and e-mail address, if applicable.

- G. **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 the seniority unit or bargaining unit/same class layoff list. An employee who is recalled to a seniority unit other than the one from which he/she was laid off, 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 3(E).
2. Failure to accept recall to a position which meets the availabilities specified by the employee except that the employee shall remain on the seniority unit and bargaining unit layoff list(s) for former classes in a higher salary range than the class to which the employee refused recall.
3. Appointment to a permanent position in a class which is equal to or higher than the one for which the employee is on the layoff list(s). An employee 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 3(E).
4. Resignation, retirement, or termination.

Section 4. Seasonal Layoff.

A. Layoff Procedure.

1. **Determination of Position(s).** The Appointing Authority shall determine the position(s) in the class or class option, if one exists, employment condition and principal place of employment which is affected.

2. **Advance Notice.** The Appointing Authority shall notify the Association President of the classification(s), number of positions, and the employment condition(s) to be seasonally laid off twenty-one (21) calendar days whenever practical but 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 layoff, including the estimated length of the layoff period, to all employee about to be laid off.
3. **Layoff Order.** 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.
4. **Record of Employees on Seasonal Layoff.** Each Appointing Authority shall maintain its own record of employees on seasonal layoff for recall purposes.

- B. **Recall from Seasonal Layoff.** Seasonal employees shall be recalled in the order of classification seniority 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 personal notification, certified mail (return receipt required), or e-mail (employee's e-mail response required), sent to the employee's last known address (or e-mail address), at least fifteen (15) calendar days prior to the reporting date. An Appointing Authority shall notify employee by email only if the employee has approved of this method of notice in writing. The employee shall notify the Appointing Authority by certified mail (return receipt required) or e-mail 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 and e-mail address, if applicable.

- C. **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. resignation, retirement, or termination from State service;
3. acceptance of a full-time or part-time unlimited position in the same or equal class.

Section 5. Exclusions. The provisions of this Article shall not apply to unclassified employees.

Section 6. Limited Interruptions of Employment. Any interruption in employment not in excess of ten (10) consecutive working days because of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons shall not be considered a layoff. In the event limited interruptions of employment occur, full-time employees shall, upon request, be entitled to an advance of hours in order to provide the employees with up to eighty (80) hours of earnings for a pay period. An 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 his/her 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. With the approval of the employee's supervisor, the employee shall have the right to make up the hours.

On the payroll period ending closest to November 1 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 advance 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 results in a layoff of employees, the Association shall be notified no less than thirty (30) calendar days in advance. During this thirty (30) day period, the Appointing Authority shall upon request meet with the Association and discuss ways and means of minimizing any impact the subcontracting may have on the employees.

**ARTICLE 18
EXPENSE ALLOWANCES**

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. Vehicle 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 then current Federal IRS mileage reimbursement rate 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 seven (7) cents less than the current Federal IRS mileage reimbursement rate 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 vehicle insurance coverage beyond that required by law.

Employees shall not receive vehicle mileage reimbursement for commuting between a permanent work location and their home. When a vacancy occurs the posting shall indicate no more than two (2) permanent work locations per appointment. The two (2) permanent work locations shall be within thirty-five (35) miles of each other. The Appointing Authority shall meet and confer with the Association prior to any changes in multiple work locations which would result in an increase in the commuting distance to the employee's work locations. For the purposes of expense reimbursement for trips to temporary work locations, the Appointing Authority shall designate one (1) primary work location.

When an employee does not report to his/her permanent work location during the day or makes business calls before or after reporting to his/her permanent work location, the allowable mileage shall be:

- (1) the lesser of the mileage from the employee's residence to the first stop or from his/her permanent work location to the first stop;
- (2) all mileage between points visited on State business during the day;

- (3) the lesser of the mileage from the last stop to the employee's residence or from the last stop to his/her permanent work location.

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

Reimbursement for use of a motorcycle on official State business shall be at a rate of fifteen (15) cents 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-five (45) cents per mile 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 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 may request single-occupancy lodging when in travel status. The decision whether or not to grant the request is at the discretion of the Appointing Authority. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed sixteen dollars (\$16.00) per week for laundry and dry cleaning for each week after the first week. An employee shall be reimbursed for baggage handling. The actual cost of personal telephone call charges shall be reimbursed, except that the maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three dollars (\$3.00).

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.**

Eligibility for noon meal reimbursement shall be based upon the employee being on assignment, over thirty-five (35) miles from his/her temporary or permanent work station, with the work assignment extending over the normal meal period.

However, any employee may claim lunch reimbursement when authorized by the Appointing Authority as a special expense prior to incurring such expense.

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.**

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

Breakfast - \$7.00

Lunch - \$9.00

Dinner - \$15.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast - \$8.00

Lunch - \$10.00

Dinner - \$17.00

The metropolitan areas are:

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

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

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

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

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the 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 their expenses.

Section 8. Parking. Any parking increase to the employee in a state-owned lot shall be limited to the actual cost increase. The Employer and the Association agree to continue a meet and confer process regarding parking and transportation costs.

At the sole discretion of the Appointing Authority, employees who normally are not required to travel on State business may be reimbursed for parking at their work location on an incidental basis when they are required to use their personal or a State vehicle for State business, and no free parking space is provided.

**ARTICLE 19
RELOCATION ALLOWANCES**

Section 1. Authorization.

A. **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.

Employees who return to a former position during the trial period, as provided for in Article 16, Section 7, are not eligible for reimbursement of any relocation expenses.

No reimbursement for relocation expenses shall be allowed unless the employee makes a good faith effort to complete the change of residence within six (6) months. When the employee has not been able to complete the move, despite a good faith effort, the Appointing Authority shall grant the employee a six (6) month extension. The Appointing Authority and the employee may mutually agree to a further time extension.

B. **Required Reimbursement.** The Appointing Authority shall reimburse relocation expenses, consistent with Section 2, to eligible employees who:

1. are required by an Appointing Authority to change residence as a condition of employment.
2. must accept a layoff option beyond thirty-five (35) miles because no vacancy or bumping option is available within thirty-five (35) miles.
3. accept a promotion.

C. **Partial Reimbursement Required.** The Appointing Authority shall reimburse relocation expenses, except realtor's fees, to eligible employees who have a layoff option within thirty-five (35) miles of their work location but choose an option beyond thirty-five (35) miles to either maintain or take the least reduction in the hourly rate of pay.

The Appointing Authority shall reimburse moving expenses and miscellaneous expenses, as provided in Section 2(C) and (D), to eligible employees who demote during the probationary period but after the trial period. Such employees are not eligible for reimbursement under Section 2(A) and (B).

D. **Discretionary Reimbursement.** The sending or receiving Appointing Authority may, at its sole discretion, reimburse relocation expenses and may limit the type and/or amount of reimbursement not to exceed the provisions of Section 2, to eligible employees who:

- claim a vacant position in another Seniority Unit, as provided in Article 16, Section 4(B),
- are recalled to a new work location from a Seniority Unit or Bargaining Unit Layoff List,
- request a voluntary transfer, demotion or reassignment,
- move to a new position as a result of a bid/expression of interest, as provided in Article 16, Section 3.

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.** An employee eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days or until the date of the move to the new permanent residence, whichever comes first, and shall be allowed standard travel expenses to return to his/her permanent residence, once a week while being lodged at his/her new station, or, by mutual agreement between the employee and the Appointing Authority the employee may travel between his/her permanent residence, and his/her 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. Employees shall not receive mileage reimbursement for daily commuting to work from the temporary residence.

B. **Temporary Living Expenses.** An employee may be reimbursed for the short-term rental of an apartment, house or other residence instead of being reimbursed for hotel or motel room rental, with the written approval of the Appointing Authority, provided that the rental rate for the alternative housing is less than or comparable to hotel or motel rates and provided that the rental residence is available to all potential renters. When reviewing requests for rental of alternative short-term housing, Appointing Authorities may take into account the lower cost of groceries for the employee compared to reimbursement for restaurant meals.

C. **Realtor's Fees.** Realtor's fees for the sale of the employee's domicile, not to exceed ten-thousand dollars (\$10,000) shall be paid by the Appointing Authority.

D. **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 mobile homes 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.

E. **Documented Miscellaneous Expenses.** The employee shall be reimbursed up to a maximum of one thousand dollars (\$1,000.00) for the necessary miscellaneous expenses directly related to the move. At their sole discretion, Appointing Authorities may authorize payment of additional relocation expenses up to the amount of seven hundred eighty-five dollars (\$785.00). These expenses may include, but are not limited to, 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 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 18, Expense Allowances), or other direct costs associated with rental, purchase, or sale of a residence, including, but not limited to, attorney fees, loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees and government recording and transfer fees; fees for inspections or other services required by law or local ordinances.

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

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

ARTICLE 20 INSURANCE

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

All insurance eligible employees will be provided with a Summary Plan Description (SPD) called "Your Employee Benefits". Such SPD shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible employees shall receive a SPD 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, or temporary, or intermittent employees; (2) student workers; and (3) interns.

B. **Employees - Special Eligibility.** The following employees are also eligible to participate in the Group Insurance Program:

1. **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.
2. **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.
3. **Totally Disabled Employees.** Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
4. **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.

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 disabled child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of developmental cognitive disability, mental illness or physical disability and is chiefly dependent on the employee for support. The disabled dependent shall be eligible to continue coverage as long as s/he continues to be disabled and dependent, unless coverage terminates under the contract. Children or grandchildren who become disabled after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the employee's prior Employer.

"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:
- termination of employment (except for gross misconduct);
 - layoff;
 - reduction of hours to an ineligible status;
 - 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);
 - death of employee;
 - divorce or legal separation; or
 - a covered employee's entitlement to or enrollment in Medicare.

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

- A. **Full Employer Contribution - Basic Eligibility.** The following employees covered by this Agreement receive the full Employer Contribution:
- 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.
 - 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 fifty (50%) percent of the full Employer Contribution for both employee only and dependent coverage.
- 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.** Seasonal employees who are scheduled to work at least 1044 hours over a period of any twelve (12) consecutive months.

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

1. **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 2B1.
2. **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 an extended benefit eligibility period of six (6) months from the date of layoff.

The calculation in determining the six (6) month duration of eligibility for an employer contribution begins on the date the employee is permanently laid off and is no longer actively employed by the Employer. In the event the employee, while on permanent layoff, is rehired to any state job classification, the employee shall continue to receive the employer contribution toward the six (6) months of employer-paid insurance.

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

3. **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 medical leave under Article 10, he/she shall be eligible for an Employer contribution during that leave.

4. **Corrections Early Retirement Incentive.**

- a. **Retirement Plan Options.** Employees, with the exception of those who fall under Section 3-C, 4, b-1, f below, who are employed in a classification covered by the Correctional Employees Retirement Plan and retire after August 28, 2007 shall be eligible to retire under one of the following programs and conditions.

In addition, new employees hired in a classification covered by the Correctional Employees Retirement Plan after August 28, 2007 shall also be subject to the conditions set forth in 3-C, 4, b-2.

If the Office of the Attorney General determines that this Insurance Benefit Plan violates state or federal law, the Employer will meet and negotiate with the union on necessary modifications.

- 1) **Pre-Fifty-Five Retirement Plan.** Any employee who attains the age of fifty (50) after the effective date and before the expiration date of the contract and who in the preceding three (3) years from their fiftieth (50th) birthday is employed in a classification covered by the Correctional Employees Retirement Plan (Minn. Stat. §§ 352.91 and 352.911) and who retires at or after his/her fiftieth (50th) birthday but before his/her fifty-fifth (55th) birthday shall be entitled to participate in the Pre-Fifty-Five (55) Retirement Plan in accordance with the provisions set forth in Section 3,C,4.b below.

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

- 2) **Post-fifty-five Retirement Plan.** Any employee who attains the age of fifty-five (55) after the effective date and before the expiration date of the contract and who in the preceding three (3) years from their fifty-fifth (55th) birthday is employed in a classification covered by the Correctional Employees Retirement Plan (Minn. Stat. §§ 352.91 and 352.911) may opt in any pay period after his/her fifty-fifth (55th) birthday occurs to participate in the Post-Fifty-Five Retirement Plan in accordance with 3,C,4.b below.

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

b. Conditions for Eligibility.

- 1) **Current Employees.** Employees who are in a classification covered by this agreement before December 1, 2007 shall be subject to the following conditions for eligibility:
 - a) Employees exercising either of these options must be eligible for and receiving the Employer contribution for insurance coverage under the provisions of this Article.
 - b) Employees exercising either of these options shall be provided with the Employer contribution towards health and dental insurance 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.
 - c) Employees eligible to receive an Employer contribution for health and dental coverage immediately prior to taking advantage of the Correctional Employees Retirement Plan shall continue to receive an Employer contribution as set forth in Section 1-A, 2 for themselves and their enrolled dependents until the employee attains the age of sixty-five (65).

- d) An employee who retires with no Employer contribution for dependent coverage or who terminates dependent coverage following retirement may add a dependent in accordance with Section 5,B,1; however, that employee shall not subsequently be eligible for an Employer contribution for dependent coverage except when the dependent is the employee's spouse and the spouse immediately at the time of their retirement is enrolled in SEGIP and receiving an Employer contribution for health and dental insurance.
 - e) Receipt of the Correctional Employees Retirement Plan benefits is contingent upon completion of all the required forms and continued payment of the required premium by the employee.
 - f) Employees attaining the age of fifty-five (55) prior to July 1, 2007 and who elected not to retire during the pay period in which they turned fifty-five (55) are no longer eligible for this benefit.
 - g) Excluding those on military and medical leaves, employees who are at least fifty-five (55) years of age and are on an unpaid leave of absence of less than one (1) year during the year preceding their retirement must continue to pay the employer and employee contribution and be enrolled in the SEGIP program for their health and dental insurance.
 - h) Excluding those on military and medical leaves, employees who are at least fifty-five (55) years of age and are on an unpaid leave of absence in excess of one (1) year immediately prior to their retirement shall be subject to the provisions in Section 2 (New Employees) below.
- 2) **New Employees.** Employees who promote, demote, transfer, or who are appointed to a classification covered by this agreement on or after December 1, 2007 shall be subject to the conditions listed directly above in Section 3-A, 2-b, and the additional conditions for eligibility listed below.
- a) Employees must have a minimum cumulative total of ten (10) years of service in a classification covered by the Correctional Employees Retirement Plan (Minn. Stat. §§352.91 and 352.911) at the time of his/her date of retirement. Any time spent in a classification that is not covered under the Correctional Employees Retirement Plan will not satisfy, and will not be combined with covered time to satisfy, the required time.
 - b) The employee must have been employed in a classification covered by the Correctional Employees Retirement Plan (Minn. Stat. §§352.91 and 352.911) for a minimum of five (5) years immediately preceding his/her date of retirement.

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 3C2, or while eligible for workers' compensation payments as described in Section 3C3.
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 eligibility for an Employer Contribution.

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 January 1, 2010. The Employer Contribution amounts and rules in effect on June 30, 2009 will continue through December 31, 2009.

A. Contribution Formula - Health Coverage.

1. **Employee Coverage.** For employee health coverage, the Employer contributes an amount equal to one hundred (100%) percent of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage for the 2010 and 2011 plan years, the Employer contributes an amount equal to eighty-five (85%) percent of the dependent premium of Advantage.

B. Contribution Formula - Dental Coverage.

1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of ninety (90%) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee. However, for calendar years beginning January 1, 2010, and January 1, 2011, the minimum employee contribution shall be five dollars (\$5.00) per month.
2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50%) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the 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.

1. **Newly Hired Employees.** All employees hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible employees will automatically be enrolled in basic life coverage. If employees eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

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

2. **Delay in Coverage Effective Date.**

a. **Basic Life.** If an employee is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the employee's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, an employee is on an unpaid leave of absence or layoff.

b. **Medical and Dental.** If an employee is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the employee or dependent, medical and dental coverage will be effective on the first day of the employee's return to work.

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

c. **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 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 employee's return to work.

D. **Open Enrollment.**

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Each year of the Agreement, all employees shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of the Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement. Subject to a timely contract settlement, the Employer shall make open enrollment materials available to employees at least fourteen (14) days prior to the start of the open enrollment period.
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 5D1 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.

- E. **Coverage Selection Prior to Retirement.** An employee who retires and is eligible to continue insurance coverage as a retiree 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 month following the date of retirement.

Section 6. Basic Coverages.

A. Employee and Family Health Coverage.

1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.
2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2009 through December 31, 2009, health coverage under the SEGIP will continue at the level in effect on June 30, 2009. Effective January 1, 2010, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.
 - a. **Benefit Options.** Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.
 - 1) **Plan Administrator.** Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the employee.
 - 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
 - 3) **Primary Care Clinic.** Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.
 - 4) **Advantage Benefit Chart for Services Incurred During Plan Years 2010 and 2011.**

<u>2010 and 2011 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Deductible for all services except drugs and preventive care (S/F)	\$50/\$100	\$140/\$280	\$350/\$700	\$600/\$1,200
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) \$17 2) \$22	1) \$22 2) \$27	1) \$27 2) \$32	1) \$37 2) \$42
Convenience Clinic (deductible waived)	\$10	\$10	\$10	\$10
Emergency room copay	\$75	\$75	\$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays • Per inpatient admission (waived for admission to Center of Excellence) • Per outpatient surgery	\$85 \$55	\$180 \$110	\$450 \$220	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	5%	10%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	25% for all services to OOP maximum after deductible

<u>2010 and 2011 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36			
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug out-of-pocket limit (S/F)	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200

- b. **Office Visit Copayments.** In each year of the Agreement, the level of the office visit copayment applicable to an employee and dependents is based upon whether the employee has completed the on-line Health Assessment during open enrollment, and has agreed to opt-in for health coaching.
- c. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100%) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
- d. **Services not requiring authorization by a primary care physician within the primary care clinic.**
- 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies.
 - 2) **Outpatient emergency and urgent care services within the service area.** The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgent care copay is the same as the primary care clinic office visit copay.

- 3) **Emergency and urgently needed care outside the service area.** Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.
- 4) **Ambulance.** The deductible and coinsurance for services not subject to copays applies.

e. **Prescription drugs.**

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

For each year of the contract:

Tier 1 copayment: Ten dollar (\$10) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: Sixteen dollar (\$16) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: Thirty-six dollar (\$36) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.

- 2) **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
- 3) **Brand Name Drugs.** If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
- 4) **Special Coverage for "Grandfathered Diabetic Group".** For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP 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 (30) day supply or one hundred (100) units when purchased with insulin.

- 5) **Special Coverage for Nicotine Replacement Therapies.** There will be no copayment for formulary nicotine replacement therapies for employees and dependents who take the Health Assessment, opt-in for coaching, and are engaged in a plan-sponsored smoking cessation program, or other program as documented by the health coach.
- f. **Special Service networks.** The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.
- 1) Mental health services – inpatient or outpatient.
 - 2) Chemical dependency services – inpatient and outpatient.
 - 3) Chiropractic services.
 - 4) Transplant coverage.
 - 5) Cardiac services.
 - 6) Home infusion therapy.
 - 7) Hospice.
- g. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage.** If these individuals use the plan administrator's national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below. All terms and conditions outlined in the Summary of Benefits will apply.
- h. **Children living with an ex-spouse outside the service area of the employee's plan administrator.** Covered children living with former spouses outside the service area of the employee's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below.
- i. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage.** (This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.
- 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).

- 2) **Coinsurance**. After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.
- j. **Lifetime maximums and non-prescription out-of-pocket maximums**. Coverage under Advantage is not subject to a per person lifetime maximum. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars (\$1,100) per person or two thousand two hundred dollars (\$2,200) per family.
- k. **Convenience Clinics**. Services received at convenience clinics are subject to a ten dollar (\$10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e.)
3. **Benefit Level Two Health Care Network Determination**. Issues regarding the health care networks for the 2011 insurance year shall be negotiated in accordance with the following procedures:
- a. At least twelve (12) weeks prior to the open enrollment period for the 2011 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.
- b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2010 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.
- Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.
- c. The decision of the neutral shall be issued within two (2) working days after the hearing.
4. **Coordination with Workers' Compensation**. When 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.
5. **Health Promotion and Health Education**. Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist 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.**
- 1) The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Minnesota Management & Budget policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the health plan administrators serving state employees.
 - 2) **Pilot Programs.** The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.
- b. **Health plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State 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 (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the 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.
6. **Post Retirement Health Care Benefit.** Employees who retire on or after January 1, 2008, shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan, if at the time of retirement the employee is entitled to an annuity under a State retirement program. An employee who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Employees are eligible for this benefit only once.

B. 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 Minnesota Management & Budget procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance Coverage</u>	<u>Accidental Death and Dismemberment Principal Sum</u>
\$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
\$70,001 - \$75,000	\$75,000	\$75,000
\$75,001 - \$80,000	\$80,000	\$80,000
\$80,001 - \$85,000	\$85,000	\$85,000
\$85,001 - \$90,000	\$90,000	\$90,000
Over \$90,000	\$95,000	\$95,000

2. **Extended Benefits.** 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. Employees who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section 7. Optional Coverages.

A. 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 7A2.

2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:

- a. **Copayments.** Effective January 1, 2010, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50% after deductible
Fillings	60% after deductible	50% after deductible
Endodontics	60% after deductible	50% after deductible
Periodontics	60% after deductible	50% after deductible
Oral Surgery	60% after deductible	50% after deductible
Crowns	60% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible
Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics*	50% after deductible	50% after deductible

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

- b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- d. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

B. **Life Coverage.**

1. **Employee.** An employee may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An employee who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

2. **Spouse.** An employee may purchase up to five hundred thousand dollars (\$500,000) 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 by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An employee who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
3. **Children/Grandchildren.** 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). For a new employee, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section 5C. An employee who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Accelerated Life.** The additional employee, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
5. **Waiver of Premium.** In the event 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.
6. **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 fifteen (15) 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 fifteen (15) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the 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.

C. 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 five thousand dollars (\$5,000) 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. For a new employee, coverage applied for by the initial effective date of coverage as defined in this Article, Section 5C does not require evidence of insurability. For an employee who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.
- 2. Long-term Disability Coverage.** New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. 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 three hundred dollars (\$300) to seven thousand dollars (\$7,000) 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 any event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

D. 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.

E. Continuation of Optional Coverages During Unpaid Leave or Layoff. 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.

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

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

ARTICLE 21
TRANSFERS BETWEEN DEPARTMENTS

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.

Employees who have transferred to a position under another Appointing Authority shall have a trial period of twenty-one (21) calendar days for the purpose of evaluation. During this trial period the employee may elect to return to the former position.

ARTICLE 22
HEALTH AND JOB SAFETY

Section 1. General. It shall be the policy of the Employer to provide for the health and safety of its employees by providing safe and healthful working conditions, safe work areas, and safe and healthful 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 Employer. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs. Nothing in this Article shall be interpreted as restricting any employees' right to file a complaint with OSHA.

Section 2. Safety Equipment. The Appointing Authority agrees to provide and maintain, without cost, such safety equipment and protective clothing as is required by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration. Employees shall bring all unsafe equipment or unsafe conditions to the attention of the employee's immediate supervisor, and may also notify the Safety Officer. In addition, employees may bring safety concerns to the Appointing Authority, the local safety committee, or the Department of Administration's Safety and Industrial Hygiene Unit. In the event that an employee alleges that an imminent danger exists in working conditions or equipment which exceeds the risks normally associated with the employee's position, the employee shall notify his/her supervisor and may also notify the Safety Officer of such condition. See Minn. Stat. 182, regarding this matter.

Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her Department. The Appointing Authority will attempt to accommodate such a request. 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 14, Section 3G.

Section 3. Accident Reports. All employees who are injured during the course of their employment shall file an accident report, no matter how slight the injury, in accordance with Minn. Stat. 176 on forms furnished by the Appointing Authority. A summary of the accident report shall be furnished to the Safety Committee or the Appointing Authority's Safety Officer. All such injuries shall be reported to the employee's immediate supervisor, and any necessary medical attention shall be arranged. The Appointing Authority shall provide assistance to employees in filling out all necessary Workers' Compensation forms, when requested.

Any medical examinations required by the Appointing Authority pursuant to this Article 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. Local Safety Committee. Each Appointing Authority shall establish at least one (1) Safety Committee. The Safety Committee shall be comprised of one (1) representative designated by the Association representatives from other bargaining units; and the Appointing Authority may appoint a number of management representatives equal to the total number of bargaining unit representatives. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Chairperson. The Safety Committee shall meet quarterly and be scheduled by the Chairperson. Additional meetings may be called by the Safety Officer or by a majority of the Committee 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, personal injury accidents and alleged hazardous working conditions, so as to provide support for a strong safety program and to review and recommend safety policies to the Appointing Authority. Employees shall bring all unsafe equipment or job conditions to the attention of the immediate supervisor and/or the Safety Officer. Should the unsafe condition not be corrected within a reasonable time, the employee may bring the equipment or job practice to the attention of the Safety Committee.

Section 5. Immunizations. Employees of the Departments of Health, Agriculture, Natural Resources, the BCA and the PCA who face a serious health risk because their work repeatedly exposes them to bacterial or viral hazards (such as, but not limited to, hepatitis or rabies) shall be given the opportunity to be provided with immunizations, if available, by the Appointing Authority. However, the Appointing Authority shall not be required to provide immunizations to prevent the contraction of common illnesses.

Section 6. Health Surveys. The Departments of Health, Agriculture, Natural Resources, the BCA and PCA shall conduct an annual health survey for the purpose of identifying the incidence of known occupational hazards for those employees who, by the nature of their jobs, face serious health dangers through continued exposure to radiation and toxic or hazardous chemicals.

Section 7. Other Agencies. Upon mutual written agreement between the Appointing Authority and the Association, the provisions of Sections 5 and 6 may be extended to employees in other agencies.

**ARTICLE 23
HOUSING**

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) calendar months in which to find alternate housing if the employee so desires.

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, 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.

Section 4. Chaplain's Housing Allowance. The Employer agrees to designate to chaplains the sum of twenty thousand dollars (\$20,000.00) of salary per year as a parsonage allowance. Chaplains working less than full time shall receive a pro-rata portion of the designated sum.

**ARTICLE 24
WAGES**

Section 1. Salary Ranges. The salary ranges for classifications covered by this Agreement shall be those contained in Appendix F. The compensation grids for these classes are 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 Minnesota Management & Budget which will advise the Association in advance of final establishment and upon request, discuss the new salary range. The salary range established by the Department shall be based on comparability and internal consistency between classes in the salary plan. The Employer may assign a class to a higher salary range during the life of this Agreement after consultation with the Association.

Section 2. Progression. No salary increases shall be granted to employees with anniversary dates from July 1, 2009 through June 30, 2010. All increases authorized by this Section shall be effective at the start of the pay period nearest to the employee's anniversary date.

Employees may receive a one (1) step salary increase annually on their anniversary date provided satisfactory performance is indicated by their Appointing Authority and the employee's salary does not exceed the salary range maximum rate.

With written notice to the employee, Appointing Authorities may withhold such step increases because performance standards have not been met or only marginally attained. 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, prior to the employee's anniversary date, that a step increase is to be withheld because of less than satisfactory performance, the increase shall be granted. The substantive judgment of the employee's supervisor regarding his/her performance is not grievable/arbitrable; however, the withholding of a step increase is grievable/arbitrable.

Customized Training Representatives. See MnSCU supplement in Appendix G for progression language applicable to Customized Training Representatives.

Section 3. Achievement Awards. At the Appointing Authority's discretion, an employee who has demonstrated outstanding performance may receive one (1) achievement award per fiscal year in a lump sum amount not to exceed one thousand dollars (\$1,000.00) or a one (1) step in range adjustment. The receipt of an achievement award as a step increase shall not affect the timing of future progression increases. In no instance during a fiscal year shall achievement awards be granted to more than thirty-five percent (35%) of the number of employees authorized at the beginning of the fiscal year.

The Appointing Authority may modify the distribution of achievement awards provided that the modifications do not increase the aggregate amount of money spent on achievement awards in a fiscal year. Achievement awards granted under this paragraph shall be in the form of lump sum payments only. Modifications may include but are not limited to the following:

- dollar amount of awards,
- percentage of employees eligible for awards and
- "team awards".

Employees may receive both an individual and a team achievement award in one (1) fiscal year.

Appointing Authorities may establish Achievement Award Committees consisting of both Employer and employee representatives to recommend procedures and criteria consistent with the agency's mission and objectives for the distribution of achievement awards.

Section 4. 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 to the minimum of 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, or upon agreement between the employee and the Appointing Authority shall receive a salary within the range for the class to which he/she is demoted. 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 Minnesota Management & Budget.
- D. **Demotion in Lieu of Layoff.** An employee who demotes as part of the layoff procedure in Article 17 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.
- E. **Demotion for Cause.** An employee who is demoted for cause shall receive a salary rate within the range for the class to which he/she is demoted.
- F. **Return During Probationary Period.** An employee who does not achieve 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.

- G. **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 all across-the-board increase adjustments provided by this Agreement.

Section 5. Work Out of Class. When an employee is expressly assigned to perform substantially all of the duties of a position allocated to a different classification 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 class which is a transfer or demotion. For a class which is a promotion, an employee shall receive an increase to the minimum rate of the new class or at least one (1) step higher than the employee's current salary, whichever is greater. When an 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. No work out of class assignment shall extend beyond twelve (12) months.

Section 6. Shift Differential. 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 sixty-five cents (\$0.65) 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 7. Injury on Duty.

- A. **Hazardous Occupation Injuries.** The parties recognize that employees working with residents, parolees, probationers or inmates of certain State institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, an employee of the Department of Corrections, Department of Human Services, Minnesota State Academies for the Deaf and Blind, or Department of Veterans Affairs institutions (including Corrections Agents of the Department of Corrections) 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 or consequences of such act of a person in the custodial control of the institution or which is incurred while attempting to apprehend or take into custody such inmate or resident, 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 and forty (240) times the employee's regular hourly rate of pay per disabling injury.
- B. **Other Job-Related Injuries.** An employee may elect to use accumulated vacation or sick leave or both during a period of absence due to compensable illness or injury. 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. Such leave may be used on the following basis:
1. transfer of the Workers' Compensation benefits to the state to be credited to the employee's sick leave or vacation accrual in proportion to the amount of compensation received and accept sick leave or vacation time for the compensable sickness or injury; or
 2. keep the Workers' Compensation benefits and supplement same from accumulated sick leave or vacation leave.

In no event may the total rate of compensation exceed the regular compensation of the employee.

Section 8. Health and Dental Premium Accounts. The Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation.

Section 9. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation up to a maximum of five thousand dollars (\$5,000.00) per calendar year.

Section 10. 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 pre-tax basis as permitted by law or regulation.

Section 11. Deferred Compensation Plan. The Employer agrees to provide employees with a State-paid contribution to the deferred compensation program under Minn. Stat. 352.96. The State-paid contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis as permitted by Minn. Stat. 356.24 not to exceed one hundred dollars (\$100.00) per employee in each fiscal year of the Agreement.

An employee may choose to convert some or all of his/her compensatory time bank one time during each fiscal year at a time of their choosing so long as the total hours converted in a fiscal year do not exceed forty (40).

Section 12. Health Care Savings Plan. All employees with five (5) or more years of service shall contribute 1% of their gross earnings subject to retirement into a personal Health Care Savings Plan account with the Minnesota State Retirement System.

ARTICLE 25
CALL-IN, CALL BACK, ON-CALL

Section 1. Call-In. Any employee who is called in to work for early report by his/her supervisor outside his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate overtime rate. A call-in occurs when the work assignment and the employee's regular shift overlap and the employee shall be paid the appropriate overtime rate until his/her regular shift begins. The minimum payment for call in shall be either the two (2) hours amount at the appropriate overtime rate or the actual hours worked during the call in at the overtime rate, whichever is greater.

Section 2. Call Back. An employee who is called back to work by his/her supervisor outside his/her regularly scheduled shift, shall be paid a minimum of two (2) hours at the appropriate overtime rate. A call back occurs when the employee is required, without prior notice, to report to the worksite after the end of the employee's last worked shift, but not immediately preceding the next scheduled work shift. An early report or extension of a shift shall not constitute a call back. 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 3. On-Call. An employee 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. Any changes in on-call schedules shall be given to the employee in writing, with as much advance notice as practicable. An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached or the employee may be provided with an electronic paging device.

An employee who is instructed to remain in an on-call status shall be compensated for such time 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 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.

Section 4. Payment. Upon the mutual agreement of the Appointing Authority and the employee, hours earned under this Article for Call-In, Call Back and/or On-Call shall be liquidated as cash or placed in the employee's compensatory bank.

ARTICLE 26 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 of uniforms is an employee responsibility unless they are currently maintained by the Employer or unless required by statute or other regulatory agencies because of contamination (see Article 22). Uniforms shall not be used for off-duty activity by the employee.

ARTICLE 27 HOURS OF WORK AND OVERTIME

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

- A. **Scheduling.** The Appointing Authority shall provide no less than fourteen (14) calendar days notice to the Association and the affected employee(s) prior to making a permanent change in the days of work, hours of work, or the length of the work day of full-time employees. However, employees being returned to work as part of a workers' compensation placement are not entitled to this notice.
- B. **Flex-time Plans.** The Appointing Authority and the Association may mutually agree to a flex-time plan. Flex-time plans in existence prior to the effective date of this Agreement may be continued. If the Appointing Authority determines to discontinue flex-time plans, the Appointing Authority shall, upon request, discuss such change with the Association prior to implementation.
- C. **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 day. However, the employee and his/her immediate supervisor may mutually agree to a lunch period at some other point during the day provided such lunch period shall not be taken at the beginning or end of the day. Employees who are required by their supervisor to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the employee's appropriate rate.

D. **Rest Periods.** Employees shall normally be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. The Employer 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 taken at the beginning or end of the day, or to extend the lunch period. However, with the supervisor's approval rest periods may be used to extend the lunch period. Employees working beyond their normally scheduled work day shall receive a ten (10) minute rest period before they resume work whenever it is anticipated that such work shall require approximately two (2) hours.

E. **Part-Time Employment.** Full-time employees desiring to work less than full-time and part-time employees desiring to work full-time may do so pursuant to a mutual agreement with the Appointing Authority, the Association and the employee.

F. **Compensatory Bank.** Each Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at a given time, provided the amount is not less than forty (40) hours nor more than one-hundred and twenty (120) hours. Those hours earned in excess of the compensatory bank maximum shall be liquidated in cash.

The compensatory bank shall be liquidated once annually on a date specified in advance by the Appointing Authority. The Appointing Authority and the Association may agree in a meet and confer to carry over all or a portion of the compensatory bank. Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

An employee who is permanently laid off or who accepts a position with another Appointing Authority or a position not represented by the Association shall have unused compensatory time paid in cash at the employee's current rate of pay.

An employee who has accrued compensatory time off shall, upon termination of employment, be paid for the unused compensatory time at either the average regular rate of pay received by the employee during the last three (3) years of the employee's employment, or the final rate of pay received by the employee, whichever is greater.

Employees may use time in the compensatory time bank at a time mutually agreeable to the employee and the immediate supervisor. A reasonable effort shall be made to honor the employee's request, depending on the staffing needs of the employee's work unit. However, the Appointing Authority may schedule an employee to use time in the compensatory bank by written notice to the employee prior to the specified scheduled time off.

Each Appointing Authority shall notify the Association within thirty (30) calendar days of the effective date of this Agreement of the maximum amount of hours that may be in the compensatory bank.

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

H. **Workload Concerns.** Upon request of the Association, an Appointing Authority shall meet and confer within thirty (30) calendar days of the request to discuss concerns that employees are unable to perform their job duties because of increased workloads.

I. **Recommendations on FLSA Status.** The Association may make recommendations to the Labor Relations and Compensation Bureau of the Employer as to the exempt or non-exempt status of bargaining unit classes under the Fair Labor Standards Act. Such recommendations must be supported by specific written documentation as required by the Employer.

Section 2. Overtime Compensation for Non-Exempt Employees. In conjunction with Section 1 above, employees declared to be non-exempt by the Employer or the United States Department of Labor shall be governed by this section.

- A. **Normal Work Period.** The normal work period shall be forty (40) hours of work during seven (7) consecutive days. The Appointing Authority may use other work periods permitted by the Fair Labor Standards Act and shall notify the employee when those other work periods are in effect.
- B. **Overtime.** Hours worked in excess of the maximum number of hours permitted in each applicable work period are overtime hours. All paid vacation time, paid holidays, paid sick leave, paid compensatory time off, and paid leaves of absence shall not be considered as "time worked" for purposes of this Section. However, non-exempt employees in classifications with the salary range maximum rates which are lower than the maximum rate of salary range 7-L shall have vacation, sick leave and holiday hours considered as "time worked" for purposes of this section.

Employees may adjust or exchange hours with the approval of the immediate supervisor(s), provided such change does not result in the payment of overtime.

- C. **Liquidation of Overtime.** All overtime hours shall be compensated at the rate of time and one half. Such overtime shall be liquidated in cash unless the employee and the Appointing Authority mutually agree to compensatory time off. 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 was earned. Overtime hours which are liquidated as compensatory time off shall be governed by Section 1(F) above.

Section 3. Exempt Employees. In conjunction with Section 1 above, employees declared to be exempt by the Employer or the United States Department of Labor shall be governed by this section.

- A. **Normal Work Period.** The normal work period shall consist of eighty (80) hours of work within a two (2) week payroll period. All paid vacation time, paid holidays, paid sick leave, paid compensatory time off, and paid leaves of absence shall be considered "time worked" for purposes of this Section. Employees may adjust or exchange hours with the approval of the immediate supervisor(s), provided such change does not result in the payment of overtime.
- B. **Balancing Hours.** It is recognized that exempt employees are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal work day and/or payroll period. In these instances and with supervisory approval, employees may balance hours of work in subsequent work days or payroll periods, provided such time management system does not result in overtime payment or guarantee hour for hour time off for extra hours worked.
- C. **Overtime.** Employees may receive overtime at the rate of straight-time when assigned to a special work assignment which is in addition to their normal job duties and upon having received advanced approval from their supervisor. Employees are eligible for overtime only after completing eighty (80) hours of work in a pay period.
- D. **Liquidation of Overtime.** Overtime may be liquidated as cash or compensatory time off at the option of the Appointing Authority who shall consider the desires of the employee. 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 was earned. Overtime hours which are liquidated as compensatory time off shall be governed by Section 1(F) above.

**ARTICLE 28
WORK RULES**

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 new or amended work rules with the Association, explaining the need therefor, and shall allow the Association 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 at least ten (10) working days in advance of their effective date if practicable.

**ARTICLE 29
VOLUNTARY REDUCTION IN HOURS**

The Appointing Authority may allow an employee(s) to take an unpaid leave(s) of absence or reduce their hours, if the Appointing Authority determines that the following conditions are met:

1. an existing or projected budget problem exists;
2. granting an unpaid leave of absence would help alleviate the projected budget problem and/or help mitigate layoffs as per Article 17 (Layoff and Recall), Section 2 (Labor-Management Cooperation);
3. staffing needs can continue to be met; and
4. other unpaid leaves of absence, other than personal leave, are not applicable to the situation.

Employees taking leaves of absence under this Article shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits equivalent to what the employee would earn if he/she had not voluntarily reduced their hours or taken an unpaid leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.

**ARTICLE 30
BARGAINING UNIT ELIGIBLE WORK TRAINEES**

Section 1. Training Plans. Individuals appointed to work training programs (pre-service trainees) pursuant to Minn. Stat. 43A.21, shall have their terms and conditions of employment governed exclusively by the provisions of the approved training program submitted to Minnesota Management & Budget by the affected operating department of state government. All existing work trainee programs shall be submitted to the Association within sixty (60) days of the effective date of the Agreement. Copies of new work trainee programs shall be submitted to the Association with as much advance notice as practicable. The Appointing Authority agrees to provide information on trainee opportunities to employees, upon request.

Section 2. Benefits and Pay. Notwithstanding Section 1 above, such individuals shall be governed by the provisions of Article 11, Holidays; Article 10, Vacation Leave; Article 12, Sick Leave; and Article 20, Insurance; of this Agreement. In addition, such individuals shall receive any general wage adjustment(s) provided for the class for which they are training.

ARTICLE 31
AMERICANS WITH DISABILITIES ACT

Section 1. Purpose. The Association and the Employer agree that they have a joint obligation to provide reasonable accommodation to individuals qualified under the Americans with Disabilities Act (ADA) and to place employees returning from workers' compensation injuries. Reasonable accommodation request(s) raising the question of waiving provisions of the Agreement shall be handled in accordance with Section 3 of this Article.

Section 2. Information. At the Association's request, the Appointing Authority shall provide a report of all accommodation requests whether approved or denied. The report shall include accommodations made and the cost of each accommodation. Both parties recognize their responsibility for confidentiality.

Section 3. Process. An employee seeking an accommodation shall be provided Association representation at the employee's request. The Association representative and requesting employee shall be allowed release time as provided in Article 9, Section 2(C)5.

While considering employee requests for accommodation, the Appointing Authority shall review other options, including, but not limited to equipment purchase or modification, accessibility improvement and scheduling modifications and/or restructuring of duties allowable under the Agreement, before considering or requesting waiver(s).

If the Appointing Authority believes that an Agreement waiver is necessary, it shall notify the Association's Executive Director and they shall arrange for a Meet and Confer to be held within a reasonable period of time. The Appointing Authority shall inform the Association at this meeting, if not before, of the employee's restriction(s) (subject to each party's confidentiality obligations), the specified article(s) being proposed for a waiver and the manner in which the Appointing Authority proposes to modify the article(s). The Appointing Authority shall consider additional options for accommodations presented by the Association. No less than five (5) working days following the Meet and Confer, the Association shall present any additional options for accommodations. After the Appointing Authority has considered all options, including those suggested by the Association, the Appointing Authority shall notify the Association of its final proposal for accommodation, including any proposals that would require waiver(s) of any article(s) of the Agreement.

The Appointing Authority may waive any provision of the Agreement for the purpose of providing a temporary reasonable accommodation for up to fourteen (14) calendar days after providing notice to the Association of the need for the waiver. The Association Executive Director may extend the period on a case-by-case basis. Any waiver of provisions of the Agreement extending beyond fourteen (14) calendar days must be in writing and must be agreed to by both the Association and the Appointing Authority.

ARTICLE 32

LABOR MANAGEMENT COMMITTEE/MEET AND CONFER COMMITTEE

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

Section 2. Committee. The Committee shall be composed of a mutually agreed upon number of representatives from the Employer and the Association. The Committee shall meet at least monthly or as mutually agreed.

The purpose of the Committee shall be to identify and address issues of mutual concern, including but not limited to: child care, safety (including state provided vehicles), sick leave and severance, employee assistance program, health insurance, employee initiated training, Appointing Authority initiated training, local concerns, sexual harassment, expenses (home offices and equipment, travel, etc.) and the Family and Medical Leave Act (FMLA). However, committee meetings shall not be considered or used for negotiations, nor shall they be considered or used as a substitute for the grievance procedure.

The Committee shall have the right to establish subcommittees on specific issues including but not limited to a subcommittee on laboratory safeguards relating to the handling of materials containing infectious diseases. These subcommittees may include Employer and Association representatives not on the full committee, and may include members from other exclusive representatives. The full committee shall be responsible for coordinating the activities of the subcommittees which shall keep the full committee informed of its actions.

Employees shall be in pay status for the time required to participate in Local and Statewide Labor Management Committees and meet and confer meetings.

ARTICLE 33

SAVINGS CLAUSE

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

**ARTICLE 34
DURATION**

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective on July 1st, 2009, subject to the acceptance of the eighty-sixth (86th) session of the Legislature or the Joint Subcommittee on Employee Relations and shall remain in full force and effect through the 30th day of June, 2011.

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

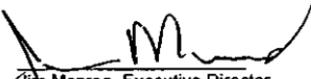
This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

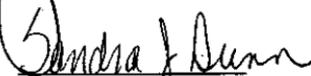
In the event that a Successor Agreement has not been agreed upon by an expiration date of this Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this Agreement by the serving of written notice upon the other party not less than ten (10) calendar days prior to the desired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

In witness thereof, the parties hereto have set their hands this 26th day of June, 2009.

FOR THE ASSOCIATION


Chet Jorgenson
Statewide President

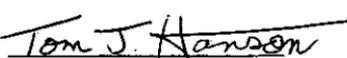

Jim Monroe, Executive Director
Chief Spokesperson

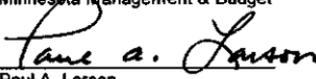

Sandra J. Dunn, Region 9
Co-chair, Negotiations Team


Mike Landers, Region 10
Co-chair, Negotiations Team

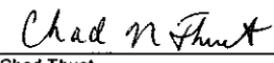

Bob Haag, Assistant Executive Director
Negotiations Coordinator/Consultant

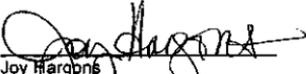
FOR THE EMPLOYER


Tom J. Hanson
Commissioner
Minnesota Management & Budget


Paul A. Larson
Assistant Commissioner
Minnesota Management & Budget

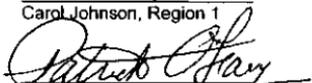

Carolyn J. Trevis
Assistant State Negotiator
Minnesota Management & Budget


Chad Thuet
Assistant State Negotiator
Minnesota Management & Budget

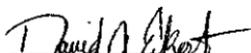

Joy Hargons
Labor Relations Representative, Principal
Minnesota Management & Budget


Mary Baker, Recording Secretary


Carol Johnson, Region 1

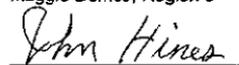

Patrick O'Leary, Region 2


Richard Andre, Region 3

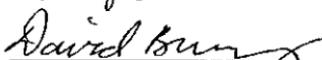

David Eckert, Region 4

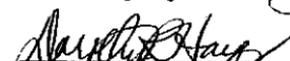

Dean Gunderson, Region 5

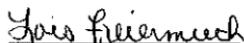

Maggie Demco, Region 6


John Hines, Region 7


Kiley Breda, Region 8

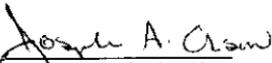

David Bruning, Region 11

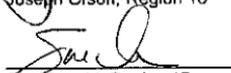

Dotty Hayes, Region 12


Lois Freiermuth, Region 13

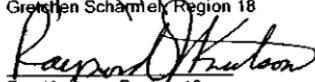

Greg Williams, Region 14


Bryan Kotta, Region 15

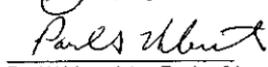

Joseph Olson, Region 16

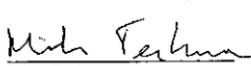

Sue Opsahl, Region 17


Gretchen Schamfeld, Region 18


Ray Knutson, Region 19


Cathy Finken, Region 20


Paul Wehrmeister, Region 21


Mike Terhune
Member At Large

**APPENDIX A
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 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½, but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½, but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½, but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½, but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½, but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½, but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

**APPENDIX B
HOLIDAYS**

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

Hours that would have been worked during the pay period had there been no holiday.	Holiday hours earned for each holiday in the pay period.
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 72	7
At least 72	8

**APPENDIX C
SICK LEAVE**

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 OF CONTINUOUS SERVICE**

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

**APPENDIX D
SENIORITY UNITS**

Below is a list of seniority units for Unit #214, Professional Employees, as of the effective date of this Agreement.

<u>State Agency</u>	<u>Seniority Unit</u>
Abstractors Board of Examiners	Statewide
Accountancy Board	Statewide
Administration	Statewide
Agriculture	Statewide
Amateur Sports Commission	Statewide
Animal Health Board	Statewide
Architecture, Engineering Land Surveying and Landscape Architecture Board	Statewide
Arts Board	Statewide
Asian Pacific Minnesotans, Council on	Statewide
Attorney General	Statewide
Auditor	Statewide
Barber and Cosmetologist Examiners Board	Statewide
Campaign Finance & Public Disclosure Board	Statewide
Capitol Area Architectural and Planning Board	Statewide
Chicano/Latino People's Affairs Council	Statewide
Chiropractic Examiners Board	Statewide
Commerce	Statewide
Corrections	- (MCF-Togo, MCF-Willow River/Moose Lake, MCF-Faribault, MCF-Shakopee, MCF-Lino Lakes, MCF-Red Wing, MCF-St. Cloud, MCF-Stillwater, MCF-Oak Park Heights, MCF-Rush City) - Central Office and Community Services
Council on Black Minnesotans	Statewide
Crime Victims Ombudsman, Office of	Statewide
Dentistry Board	Statewide
Disability, Council on	Statewide
Education	- Central Office and Faribault Resource Center
Emergency Medical Services Regulatory Board	Statewide
Employment and Economic Development	Statewide
Explore Minnesota Tourism	Statewide
Gambling Control Board	Statewide
Health	Statewide
Higher Education Facilities Authority	Statewide
Housing Finance Agency	Statewide
Human Rights	Statewide

APPENDIX E

Compensation Grid 14F
 Unit 214 Minnesota Association of Professional Employees
 Effective 7/1/2009 - 6/30/2011

This grid applies to
 Information Technology
 classes only.

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
Range																	
06	YR	36,498	37,751	38,962	40,278	41,572	43,034	44,516	46,040	47,690	49,298	50,989	52,952	54,768			
	MO	3,042	3,146	3,247	3,356	3,464	3,586	3,710	3,837	3,974	4,108	4,249	4,413	4,564			
	HR	17.48	18.08	18.68	19.29	19.91	20.61	21.32	22.05	22.84	23.61	24.42	25.36	26.23			
09	YR	40,278	41,572	43,034	44,516	46,040	47,690	49,298	50,989	52,952	54,873	56,773	58,819	61,053	63,183	65,480	
	MO	3,356	3,464	3,586	3,710	3,837	3,974	4,108	4,249	4,413	4,573	4,731	4,902	5,088	5,265	5,457	
	HR	19.29	19.91	20.61	21.32	22.05	22.84	23.61	24.42	25.36	26.28	27.19	28.17	29.24	30.26	31.36	
14	YR	47,690	49,298	50,989	52,952	54,873	56,773	58,819	61,053	63,183	65,521	67,881	70,303	73,080	75,732	78,404	
	MO	3,974	4,108	4,249	4,413	4,573	4,731	4,902	5,088	5,265	5,460	5,657	5,859	6,090	6,311	6,534	
	HR	22.84	23.61	24.42	25.36	26.28	27.19	28.17	29.24	30.26	31.38	32.51	33.67	35.00	36.27	37.55	
17	YR	52,952	54,873	56,773	58,819	61,053	63,183	65,521	67,881	70,303	73,080	75,732	78,530	81,599	84,376	87,383	
	MO	4,413	4,573	4,731	4,902	5,088	5,265	5,460	5,657	5,859	6,090	6,311	6,544	6,800	7,031	7,282	
	HR	25.36	26.28	27.19	28.17	29.24	30.26	31.38	32.51	33.67	35.00	36.27	37.61	39.08	40.41	41.85	
19	YR	56,773	58,819	61,053	63,183	65,521	67,881	70,303	73,080	75,732	78,530	81,599	84,376	87,362	90,473	93,751	97,071
	MO	4,731	4,902	5,088	5,265	5,460	5,657	5,859	6,090	6,311	6,544	6,800	7,031	7,280	7,539	7,813	8,089
	HR	27.19	28.17	29.24	30.26	31.38	32.51	33.67	35.00	36.27	37.61	39.08	40.41	41.84	43.33	44.90	46.49
21	YR	61,053	63,183	65,521	67,881	70,303	73,080	75,732	78,530	81,599	84,376	87,362	90,473	93,751	97,155	100,683	104,149
	MO	5,088	5,265	5,460	5,657	5,859	6,090	6,311	6,544	6,800	7,031	7,280	7,539	7,813	8,096	8,390	8,679
	HR	29.24	30.26	31.38	32.51	33.67	35.00	36.27	37.61	39.08	40.41	41.84	43.33	44.90	46.53	48.22	49.88
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
YR - Yearly Salary Rate																	
MO - Monthly Salary Rate																	
HR - Hourly Salary Rate																	

APPENDIX E
Compensation Grid 14G
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2009 - 6/30/2011

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	YR	29,316	30,464	31,779	32,949	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	01
	MO	2,443	2,539	2,648	2,746	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	
	HR	14.04	14.59	15.22	15.78	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	
02	YR	30,464	31,779	32,949	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	02
	MO	2,539	2,648	2,746	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	
	HR	14.59	15.22	15.78	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	
03	YR	31,779	32,949	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	03
	MO	2,648	2,746	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	
	HR	15.22	15.78	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	
04	YR	32,949	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	04
	MO	2,746	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	
	HR	15.78	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	
05	YR	34,264	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	05
	MO	2,855	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	
	HR	16.41	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	
06	YR	35,433	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	06
	MO	2,953	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	
	HR	16.97	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	
07	YR	36,665	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	07
	MO	3,055	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	
	HR	17.56	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	
08	YR	37,793	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	08
	MO	3,149	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	
	HR	18.10	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	
09	YR	39,087	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	09
	MO	3,257	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	
	HR	18.72	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	
10	YR	40,361	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	10
	MO	3,363	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	
	HR	19.33	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	
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	

YR - Yearly Salary Rate
MO - Monthly Salary Rate
HR - Hourly Salary Rate

APPENDIX E

**Compensation Grid 14G (cont.)
Unit Z14 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2009 - 6/30/2011**

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
11	YR	41,802	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	11
	MO	3,483	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	
	HR	20.02	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	
12	YR	43,222	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	12
	MO	3,602	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	
	HR	20.70	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	
13	YR	44,683	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	13
	MO	3,724	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	
	HR	21.40	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	
14	YR	46,312	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	14
	MO	3,859	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	
	HR	22.18	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	
15	YR	47,857	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	15
	MO	3,988	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	
	HR	22.92	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	
16	YR	49,569	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	16
	MO	4,131	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	
	HR	23.74	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	
17	YR	51,386	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	17
	MO	4,282	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	
	HR	24.61	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	
18	YR	53,265	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	18
	MO	4,439	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	
	HR	25.51	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	
19	YR	55,102	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	19
	MO	4,592	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	
	HR	26.39	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	
20	YR	57,065	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	20
	MO	4,755	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	
	HR	27.33	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	

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
 YR - Yearly Salary Rate
 MO - Monthly Salary Rate
 HR - Hourly Salary Rate

06

APPENDIX E

Compensation Grid 14G (cont.)

Unit 214 Minnesota Association of Professional Employees

Ranges 01 - 30

Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	Range
Step		01	02	03	04	05	06	07	08	09	10	11	12	
21	YR	59,195	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	21
	MO	4,933	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	
	HR	28.35	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	
22	YR	61,345	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	22
	MO	5,112	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	
	HR	29.38	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	
23	YR	63,580	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	23
	MO	5,298	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	
	HR	30.45	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	
24	YR	65,939	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	24
	MO	5,495	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	
	HR	31.58	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	
25	YR	68,257	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	25
	MO	5,688	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	
	HR	32.69	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	
26	YR	70,971	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	26
	MO	5,914	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	
	HR	33.99	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	
27	YR	73,539	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785	27
	MO	6,128	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065	
	HR	35.22	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10	
28	YR	76,212	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785	112,543	28
	MO	6,351	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065	9,379	
	HR	36.50	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10	53.90	
29	YR	79,198	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785			29
	MO	6,600	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065			
	HR	37.93	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10			
30	YR	81,954	84,835	87,821	91,058	94,315	97,718	101,268	104,880	108,785				30
	MO	6,830	7,070	7,318	7,588	7,860	8,143	8,439	8,740	9,065				
	HR	39.25	40.63	42.06	43.61	45.17	46.80	48.50	50.23	52.10				
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	
YR - Yearly Salary Rate														
MO - Monthly Salary Rate														
HR - Hourly Salary Rate														

APPENDIX F

Unit 214 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2009

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002088	Accessibility Specialist	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000004	Accounting Officer	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000879	Accounting Officer Inter	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002390	Accounting Officer Principal	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000633	Accounting Officer Senior	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003462	Acquisition Management Spec	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003235	Acquisition Management Spec Sr	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
001447	Affirmative Action Off 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001448	Affirmative Action Off 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
001449	Affirmative Action Off 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001450	Affirmative Action Off 4	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003171	Agency Policy Specialist	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
002867	Agric Advisor	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002868	Agric Consultant	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002010	Agric Marketing Specialist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000014	Agric Marketing Specialist Sr	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000974	Agric Specialist	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002117	Analytical Laboratory Spec	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001907	Animal Health Specialist	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
001437	Appeals Examiner	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
001431	Appeals Examiner Senior	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
000851	Appraiser	14G	214	08J	18.10	24.61	3,149	4,282	37,793	51,386
000023	Appraiser Senior	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
001068	Apprenticeship Trng Fld Rep Sr	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
000028	Architect 1	14G	214	16K	23.74	33.99	4,131	5,914	49,569	70,971
000029	Architect 2	14G	214	21K	28.35	40.63	4,933	7,070	59,195	84,835
001635	Arts Program Associate 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001636	Arts Program Associate 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002140	Auction Program Specialist	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
000100	Audiology Specialist	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000102	Auditor	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000978	Auditor Intermediate	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001067	Auditor Principal	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000636	Auditor Senior	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
001396	Aviation Representative	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
000111	Bacteriologist 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001478	Bacteriologist 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002355	Bacteriology Laboratory Spec	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001493	Behavior Analyst 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002842	Behavior Analyst 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
001495	Behavior Analyst 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000564	Biologist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000120	Boiler Inspector 1	14G	214	09J	18.72	25.51	3,257	4,439	39,087	53,265
000121	Boiler Inspector 2	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939

APPENDIX F

Unit Z14 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2009

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002875	Braille Specialist	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002876	Brailist	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001093	Building Code Rep	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
003651	Building Code Rep Senior	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
002573	Business Advisor	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003454	Business Community Dev Rep	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000140	Buyer 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000141	Buyer 2	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001973	Casualty Actuary	14G	214	28L	36.50	53.90	6,351	9,379	76,212	112,543
003548	Cemetery Administrator	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003864	Chaplain	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
000153	Chemist 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001477	Chemist 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002782	Chief Classification Analyst	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
000754	Chief Of Volunteer Services	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002833	Client Advocate	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001514	College Laboratory Svc Spec	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002649	Commerce Analyst 1	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
000661	Commerce Analyst 2	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001938	Commerce Analyst 3	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
002488	Commerce Consumer Liaison	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002064	Communication Center Spec	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002743	Community Development Rep	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000831	Community Liaison Rep	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003710	Community Svcs Fin Policy Cons	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003711	Community Svcs Fin Policy Spec	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
002052	Community Svcs Program Spec 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002053	Community Svcs Program Spec 2	14G	214	06L	18.10	26.39	3,149	4,592	37,793	55,102
002418	Community Svcs Program Spec 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002364	Compensation Program Analyst	14G	214	20L	27.33	40.63	4,755	7,070	57,065	84,835
003516	Compliance Services Officer In	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003515	Compliance Services Officer Sr	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003876	Construction Proj Coord Princ	14G	214	22L	29.38	43.61	5,112	7,588	61,345	91,058
003881	Construction Proj Coord Senior	14G	214	20L	27.33	40.63	4,755	7,070	57,065	84,835
001061	Consumer Complaint Mediat 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001479	Consumer Complaint Mediat 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003277	Consumer Complaint Mediat Lead	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003234	Contract Specialist - Const	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
000206	Corr Agent	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
001051	Corr Agent Career	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000643	Corr Agent Senior	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001461	Corr Detention Facit Insp	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003102	Corr Detention Facit Insp Sr	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003542	Corr Discipline Unit Coord	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345

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Unit 214 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2009

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	C.COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001918	Corr Facilities Education Spec	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002252	Corr Hrngs & Rels Offcr	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003197	Corr Hrngs & Rels Offcr Sr	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
003654	Corr Ind Marketing Rep	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000548	Corr Ind Sales Executive	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003179	Corr Ombudsman Spec	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002136	Corr Program & Policy Monitor	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003543	Corr Program Therapist 1	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003544	Corr Program Therapist 2	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
003545	Corr Program Therapist 3	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003667	Corr Program Therapist 4	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
001683	Corr Security Casewkr	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001903	Corr Security Casewkr Career	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003837	Corr Transitions Program Coord	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003436	Crime Victims Ombudsman Invest	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002591	Criminal Intelligence Analyst	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
007205	Customized Training Rep	14B	214	45B	20.70	36.68	3,602	6,382	43,222	76,588
002311	Deaf & Hard Hear Prog Advisor	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001615	Dental Hygiene Program Supv	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003021	Deputy State Fire Marshal	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000234	Dietitian 1	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000871	Disability Examiner	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002613	Disability Hearings Officer	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002499	Disability Prog Med Rel Coord	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001387	Disability Prog Specialist	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
000870	Disability Specialist	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002500	Disabled Vets Outreach Prog Re	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003517	Dispute Prev & Resol Spec Int	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
002608	Dispute Prev & Resol Spec Sr	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
002973	Drug Abuse Resist Ed Coord	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002962	Economic Development Prog Spec	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002550	Economic Development Rep	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001790	Economic Oppty Program Spec 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
001791	Economic Oppty Program Spec 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002578	Economic Oppty Program Spec 4	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001824	Economic Policy Analyst	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
002688	Educ Finance Specialist 1	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002689	Educ Finance Specialist 2	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
000258	Educ Specialist 1	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000259	Educ Specialist 2	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
003868	Education Program Specialist	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003387	EED Business Services Spec	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000976	Electrical Area Representative	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
001941	Electromechanical Systems Spec	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580

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JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002995	Elevator Inspector	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
003174	Emp & Econ Devel Cons Aff Spec	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002628	Emp & Econ Devel Field Oper Sp	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003002	Empl & Trng Program Coord	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
001794	Empl & Trng Program Spec	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001795	Empl & Trng Program Spec Sr	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003204	Employee Assistance Cons Sr	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
001409	Employee Deval Spec 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001410	Employee Deval Spec 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000996	Employee Deval Spec 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001411	Employee Deval Spec 4	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
000274	Employment Counselor	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000926	Employment Counselor Spec	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
001862	Energy Specialist 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002502	Environmental Analyst 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002503	Environmental Analyst 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002504	Environmental Analyst 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003020	Environmental Res Scientist	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
003815	Epidemiologist	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
001930	Epidemiologist Intermediate	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001931	Epidemiologist Principal	14G	214	20L	27.33	40.63	4,755	7,070	57,065	84,835
003428	Epidemiologist Senior	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
008469	Exec Sec Private Detective Bd	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
001664	Exhibit Designer	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000133	Facilities Bldg & Maint Adv	14G	214	15J	22.92	31.58	3,988	5,495	47,857	65,939
003115	Facilities Construction Coord	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003116	Facilities Coordinator	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003506	Finance Specialist 1	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003507	Finance Specialist 2	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003508	Finance Specialist 3	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
001642	Financial Aids Officer	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003303	Financial Bond Specialist	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
002247	Financial Inst Analyst	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
002244	Financial Inst Asst Examiner	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002245	Financial Inst Examiner	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002246	Financial Inst Examiner Senior	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003459	Food Inspector 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003460	Food Inspector 2	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
003449	Food Inspector 3	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001016	Food Stndrds Compliance Office	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003792	Forensic Art Specialist	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
000214	Forensic Scientist 1	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000215	Forensic Scientist 2	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
001429	Forensic Scientist 3	14G	214	19L	26.39	39.25	4,592	6,830	55,102	81,954

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Unit 214 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2009

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000310	Geneticist	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
000311	Geologist	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001303	Grants Specialist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002241	Grants Specialist Coord	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
001644	Grants Specialist Inter	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
001304	Grants Specialist Sr	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003321	Health Care Compliance Spec	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003322	Health Care Compliance Spec Sr	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
002697	Health Care Program Invest	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003125	Health Care Program Invest Sr	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000337	Health Educator 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000338	Health Educator 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002676	Health Educator 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003164	Health Financial Analyst	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003350	Health Laboratory Surveyor	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001307	Health Physicist 1	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000832	Health Program Rep	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001377	Health Program Rep Inter	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000833	Health Program Rep Senior	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002717	Hearing Impaired Prog Interpret	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002495	Horticulturist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001443	Housing Dev Off	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
001557	Housing Dev Off Inter	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001444	Housing Dev Off Senior	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
002133	Housing Financial Analyst	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
003680	Housing Financial Analyst Sr	14G	214	19L	26.39	39.25	4,592	6,830	55,102	81,954
003564	Housing Program/Policy Spec	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
000900	Human Rights Enforc Offcr 1	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001946	Human Rights Enforc Offcr 2	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003866	Human Svcs Investigator	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
002680	Human Svcs Licensor	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002481	Human Svcs Quality Cont Rev	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
000955	Hydrologist 1	14G	214	09J	18.72	25.51	3,257	4,439	39,087	53,265
000958	Hydrologist 2	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000959	Hydrologist 3	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
002460	Income Mntc Prog Advisor	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002458	Income Mntc Prog Analyst	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002461	Income Mntc Prog Consultant	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002459	Income Mntc Prog Rep	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001691	Indian Affairs Representative	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000381	Industrial Economist	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
001822	Industrial Hygienist 1	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002668	Industrial Hygienist 2	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001438	Industrial Hygienist 3	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539

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001314	Information Officer 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000647	Information Officer 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000577	Information Officer 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003583	Information Technology Spec 1	14F	214	06M	17.48	26.23	3,042	4,564	36,498	54,768
003584	Information Technology Spec 2	14F	214	09O	19.29	31.36	3,356	5,457	40,278	65,480
003585	Information Technology Spec 3	14F	214	14O	22.84	37.55	3,974	6,534	47,690	78,404
003586	Information Technology Spec 4	14F	214	17O	25.36	41.85	4,413	7,282	52,952	87,383
003587	Information Technology Spec 5	14F	214	19P	27.19	46.49	4,731	8,089	56,773	97,071
000814	International Trade Rep	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002577	Interpret Naturalist 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001621	Interpret Naturalist 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003304	Interpret Naturalist 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003612	Interpret Naturalist Itasca PK	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
003176	Investigation Specialist	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
001800	Investigator	14G	214	08J	18.10	24.61	3,149	4,282	37,793	51,386
003796	Investigator - Corr Intel	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001801	Investigator Senior	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
008805	Investment Analyst 2	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
008804	Investment Analyst 3	14G	214	19L	26.39	39.25	4,592	6,830	55,102	81,954
008799	Investment Analyst 4	14G	214	21L	28.35	42.06	4,933	7,318	59,195	87,821
003814	IRRRB Loan Officer	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
000406	Labor Investigator	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001069	Labor Investigator Senior	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002482	Labor Relations Rep	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002692	Labor Relations Rep Principal	14G	214	22L	29.38	43.61	5,112	7,588	61,345	91,058
002483	Labor Relations Rep Senior	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002642	Landscape Architect Registered	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003526	Landscape Architect Senior	14G	214	18K	25.51	36.50	4,439	6,351	53,265	76,212
000418	Landscape Design Specialist	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
003086	Lawful Gambling Comp Reg 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003572	Lawful Gambling Comp Reg 2	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
003573	Lawful Gambling Comp Reg 3	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
001593	Lease Specialist	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
002957	Legal Analyst	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002913	Library Dev And Svcs Spec	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
000428	Library/Info Res Serv Spec	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001393	Library/Info Res Serv Spec Sr	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003859	Lic Alcohol/Drug Counselor	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
000823	Life Actuary Associate	14G	214	22K	29.38	42.06	5,112	7,318	61,345	87,821
001758	Loan Officer	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002661	Loan Officer Senior	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002014	Local Govt Audit	14G	214	07H	17.56	22.18	3,055	3,859	36,665	46,312
002015	Local Govt Audit Inter	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002016	Local Govt Audit Senior	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257

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002356	Local Govt Audit Staff Spec	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
002357	Local Govt Audit Staff Spec Sr	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
003246	Lottery Corporate Accts Rep	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003650	Lottery Sales Representative	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
003247	Lottery Telemarketing Rep	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003730	Management Analysis Staff Spec	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000006	Management Analyst 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001528	Management Analyst 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000893	Management Analyst 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000634	Management Analyst 4	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003067	Management Consultant	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003068	Management Consultant Sr	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
002541	Management Development Trng Crd	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000455	Medical Technologist	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
002449	Mental Health Prog Advisor	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002496	Mental Health Prog Consultant	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002624	Metrologist	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
000460	Migrant Labor Rep	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002092	Mineland Reclamation Spec	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002698	Mineland Reclamation Spec Sr	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002152	Mineral Operations Spec	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003316	Mn Career Info System Spec	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
007012	MnSCU Academic Professional 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
007022	MnSCU Academic Professional 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
007013	MnSCU Academic Professional 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
007024	MnSCU Academic Professional 4	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
007204	MnSCU Academic Professional 5	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
007203	MnSCU Academic Professional 6	14G	214	20L	27.33	40.63	4,755	7,070	57,065	84,835
003718	MnSCU Regional Audit Coord	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
001376	MnSCU Student Activ Coord	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
002855	MnSCU Student Act Coord Sr	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
000471	Mortician Investigator	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002081	Music Therapist Senior	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
003822	NR Area Hydrologist	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002977	NR Forestry Program Coord	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002976	NR Forestry Regional Spec	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001739	NR Forestry Specialist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002974	NR Forestry Specialist Int	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002975	NR Forestry Specialist Senior	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003446	NR Forestry Wildfire Dispatcher	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003493	NR Helicopter Oper Spec	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003130	NR Park Prog Coord	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003131	NR Park Spec Sr(Resource Mgmt)	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001742	NR Parks Specialist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569

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003410	NR Parks Specialist Int	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003318	NR Pilot	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003740	NR Prog Consultant	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
002932	NR Prog Coordinator	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002790	NR Spec (Ecologist)	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003741	NR Spec Eco Svcs	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003745	NR Spec Fisheries	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003742	NR Spec Int Eco Svcs	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
003744	NR Spec Int Fish Research	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
003747	NR Spec Int Fisheries	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
003759	NR Spec Int Trails & Waterways	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
003753	NR Spec Int Wildlife	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
003756	NR Spec Int WL Research	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002800	NR Spec Sr (Ecologist)	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003743	NR Spec Sr Eco Svcs	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003745	NR Spec Sr Fish Research	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003748	NR Spec Sr Fisheries	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003760	NR Spec Sr Trails & Waterways	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003754	NR Spec Sr WL	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003757	NR Spec Sr WL Research	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003758	NR Spec Trails and Waterways	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003752	NR Spec WL	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003752	NR Spec WL	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003755	NR Spec WL Research	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003150	NR Youth Prog Field Coord	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000480	Nutritionist	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002493	Occup Safety & Hlth Trng Off	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
002082	Occupational Therapist	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002083	Occupational Therapist Senior	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
008743	Ombudsperson For Child Protect	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002029	Peace Off Contin Educ Coord	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
001826	Peace Off Standards & Trng Eva	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002030	Peace Off Standards Coordinato	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000498	Personnel Officer	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003017	Personnel Officer Princ	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001423	Personnel Officer Senior	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
000552	Personnel Representative	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
000653	Personnel Representative Sr	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000508	Physical Therapist 1	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001684	Physical Therapist 2	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000511	Planner	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002376	Planner Intermediate	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002287	Planner Principal Comm Spec	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
000510	Planner Principal State	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002601	Planner Principal Transp	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939

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000512	Planner Senior Community	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000837	Planner Senior State	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000518	Planner Senior Trans	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000812	Planning Dir State	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
003668	Planning Program Coord Transp	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
001548	Plant Health Specialist 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001470	Plant Health Specialist 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003236	Plant Health Specialist 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003091	Plumbing Standards Rep	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003216	Pollution Cont Compliance Coord	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002470	Pollution Cont Emr Resp Spe	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
002784	Pollution Cont Proj Leader	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
000858	Pollution Cont Spec	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001657	Pollution Cont Spec Inter	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000859	Pollution Cont Spec Sr	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
008758	Proj Analyst	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
008756	Proj Consultant	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
008755	Proj Consultant Sr	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
008757	Proj Specialist	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
008747	Proj Team Leader	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
000560	Psychologist 1	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000561	Psychologist 2	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000562	Psychologist 3	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
002942	Pub Safety Training Officer Sr	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001521	Pub Util Financial Analyst 1	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001522	Pub Util Financial Analyst 2	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
001523	Pub Util Financial Analyst 3	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
001830	Pub Util Financial Analyst 4	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
001525	Pub Util Rates Analyst 2	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
001526	Pub Util Rates Analyst 3	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
001831	Pub Util Rates Analyst 4	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
002159	Pub Util Statistical Analyst 4	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
000576	Public Health Sanitarian 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001504	Public Health Sanitarian 2	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
001309	Public Health Sanitarian 3	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003580	Public Health Social Wkr Spec	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000582	Radiation Specialist 1	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
001775	Radiation Specialist 2	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003510	Radiation Specialist 3	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
001050	Radio/TV Program Coordinator	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000852	Real Estate Associate	14G	214	08J	18.10	24.61	3,149	4,282	37,793	51,386
001378	Real Estate Representative	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
000617	Real Estate Representative Sr	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003563	Real Estate Specialist	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971

APPENDIX F

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Classes and Salaries as of July 1, 2009

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002987	Realty Program Coordinator	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002856	Realty Specialist	14G	214	08J	18.10	24.61	3,149	4,282	37,793	51,386
002857	Realty Specialist Sr	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002084	Recreation Therapist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002846	Recreation Therapist Lead	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002085	Recreation Therapist Senior	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
002988	Recreational Fac Market Spec	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002827	Regional Res Disability Spec	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001952	Rehabilitation Couns Career	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003721	Rehabilitation Couns Lead	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000658	Rehabilitation Couns Sr	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
002394	Rehabilitation Program Spec 1	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002395	Rehabilitation Program Spec 2	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000598	Rehabilitation Program Spec 3	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
000599	Rehabilitation Representative	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003313	Reimbursement Fiscal Analyst 2	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003264	Reimbursement Rate Setting Spe	14G	214	19L	26.39	39.25	4,592	6,830	55,102	81,954
003096	Reimbursement Specialist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000892	Research Analysis Spec	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
000559	Research Analysis Spec Sr	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000604	Research Analyst	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002251	Research Analyst Intermediate	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000607	Research Scientist 1	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
000608	Research Scientist 2	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000609	Research Scientist 3	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
003799	Retail Merchandise Coordinator	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003427	Retirement Services Prog Coord	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000613	Retirement Services Spec	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000650	Retirement Services Spec Inter	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003871	Retirement Services Spec Prin	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
002272	Retirement Services Spec Sr	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003425	Revenue Appraiser Principal	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002762	Revenue Collections Officer 2	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002763	Revenue Collections Officer 3	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002764	Revenue Collections Officer 4	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002765	Revenue Collections Officer 5	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003346	Revenue Operations Spec	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
002829	Revenue Policy Research Adv	14G	214	19L	26.39	39.25	4,592	6,830	55,102	81,954
002681	Revenue Special Invest 1	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
002480	Revenue Special Invest 2	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
002756	Revenue Tax Specialist	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002757	Revenue Tax Specialist Int	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002760	Revenue Tax Specialist Princ	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
003482	Revenue Tax Specialist Senior	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257

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JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001399	Safety & Health Officer 1	14G	214	08J	18.10	24.61	3,149	4,282	37,793	51,386
001400	Safety & Health Officer 2	14G	214	11K	20.02	28.35	3,483	4,933	41,802	59,195
002587	Safety Administrator	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002605	Safety Consultant	14G	214	11K	20.02	28.35	3,483	4,933	41,802	59,195
003519	Safety Consultant Principal	14G	214	16K	23.74	33.99	4,131	5,914	49,569	70,971
000621	Safety Investigator 1	14G	214	08J	18.10	24.61	3,149	4,282	37,793	51,386
001072	Safety Investigator 2	14G	214	11K	20.02	28.35	3,483	4,933	41,802	59,195
003845	Safety Investigator 3	14G	214	13K	21.40	30.45	3,724	5,298	44,683	63,580
003438	Safety Investigator 4	14G	214	16K	23.74	33.99	4,131	5,914	49,569	70,971
001937	Sign Language Interpreter	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003682	Sign Language Interpreter Lead	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
003683	Sign Language Interpreter Spec	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002843	Skills Development Specialist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003424	Small Busines Assistance Coord	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002715	Social Svcs Prog Advisor	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002716	Social Svcs Prog Consultant	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
001005	Social Work Spec	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003518	Social Work Spec Sr-Human Svcs	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000677	Social Worker	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000662	Social Worker Senior	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000678	Soil Conservation Rep	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002054	Soil Scientist 1	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002055	Soil Scientist 2	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
002989	Special Events Coordinator	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002003	Speech Pathology Clinician	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
002002	Speech Pathology Specialist	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002824	Sports Medicine Specialist	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003504	State Prog Admin	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003508	State Prog Admin Coordinator	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
003505	State Prog Admin Intermediate	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003607	State Prog Admin Principal	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003606	State Prog Admin Senior	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001412	Steamfitting Standards Rep	14G	214	14K	22.18	31.58	3,859	5,495	46,312	65,939
000401	Student Records Coordinator	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002150	Student Registration Coord	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003352	Systems Architect	14F	214	21P	29.24	49.88	5,088	8,679	61,053	104,149
003182	Tourism Regional Coord	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003670	Traffic Mgmt Sys Integrator Sp	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003589	Transp Acquisition Specialist	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003693	Transp Act Base Cost/Mgmt Cons	14G	214	22L	29.38	43.61	5,112	7,588	61,345	91,058
003560	Transp Market Researcher	14G	214	19L	26.39	39.25	4,592	6,830	55,102	81,954
003601	Transp Prog Spec (Hazard Mtls)	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003703	Transp Prog Specialist 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003442	Transp Prog Specialist 2	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102

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JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003441	Transp Prog Specialist 3	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003700	Transp Prog Specialist 4	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003649	Transp Prog Team Leader	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
003384	Transp Rate & Tariff Spec	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002775	Transp Regulation Bd Rep	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
000813	Travel & Tourism Rep	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002421	Treasury Financial Invest Off	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
001705	Unemployment Ins Aud 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001706	Unemployment Ins Aud 2	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
003132	Unemployment Ins Aud Spec	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
002930	Unemployment Ins Oper Analyst	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000787	Unemployment Ins Prog Spec 1	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002203	Unemployment Ins Prog Spec 2	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002204	Unemployment Ins Prog Spec 3	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003279	University Security Coord	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003081	Vendor Mgmt Spec	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
000667	Veterans Asst Coord	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003835	Veterans Claims Rep Senior	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001084	Veterans Claims Representative	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
001055	Veterans Employment Rep Senior	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102
002618	Vocational Evaluator	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
002525	Vocational Rehab Placmnt Coord	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
000755	Volunteer Services Coordinator	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
002783	WARE Chief Statistician	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
003227	Water & Soil Conservationist	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003018	Well Inspector	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003539	Well Standard Representative	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003291	Workers Comp Claims Mgt Spc	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003292	Workers Comp Claims Mgt Spc In	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
003293	Workers Comp Claims Mgt Spc Sr	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
002931	Workforce Development Rep	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
000786	Workforce Development Spec 1	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
002201	Workforce Development Spec 2	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
002202	Workforce Development Spec 3	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003470	Zoo Facilities Advisor	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003575	Zoo Life Support Coordinator	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
003523	Zoologist	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195

APPENDIX G
SUPPLEMENTAL AGREEMENTS

A. DEPARTMENT OF AGRICULTURE

TELEPHONE REIMBURSEMENT. The parties agree to supplement and/or modify Article 18, Section 7, Expense Allowances, of the Master Agreement as follows:

The Appointing Authority may provide employees in the Agronomy and Plant Protection Services Division and the Dairy and Food Inspection Division who are assigned to their residence as their office or work station with the following:

- a. The Employer may, providing funds are available, reimburse "field staff" employees for basic monthly residence telephone bill (touch tone rate) not to exceed twenty dollars (\$20.00) per month for employees of the Agronomy and Plant Protection Services Division and the Dairy and Food Inspection Division who work out of their home and where the employee is required in writing by the Employer to maintain an office for state business in their residence.
- b. The Employer may, providing funds are available, pay for an employee's monthly measured business line (second telephone line - touch tone rate) including the installation fee.

B. STATE AUDITOR'S OFFICE

1. **CPA EXAMINATION.** The provisions of the Master Agreement are supplemented as follows:

Effective July 1, 2001, and dependent upon the availability of funds and the operational needs of the State Auditor's Office, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1,000.00) to employees in the classes of Local Government Auditor, Local Government Auditor Intermediate, and Local Government Auditor Senior, Local Government Staff Specialist, and Local Government Staff Specialist Senior, who pass all four parts of the CPA examination. For employees in these classes who pass all four parts of the CPA examination and remain employed with the State Auditor's Office for one (1) year after the date on which they received notice of passing the CPA examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000.00).

2. **COMPENSATORY BANK.** The provisions of the Master Agreement are supplemented as follows:

The compensatory bank shall be liquidated once annually on a date specified in advance by the OSA at the hourly rate of pay at which it was earned unless, by mutual agreement between an employee and the OSA, an employee may carry over part or all of accrued compensatory time. Employees may use time in the compensatory bank at a time mutually agreeable to the employee and the immediate supervisor. A reasonable effort shall be made to honor the employee's request, depending on the staffing needs of the employee's work unit. However, the OSA may schedule an employee to use time in a compensatory bank by written notice to the employee prior to the specified scheduled time off.

The OSA shall notify the Association within thirty (30) calendar days of the effective date of this Agreement of the maximum amount of hours that may be in the compensatory bank.

C. **DEPARTMENT OF COMMERCE**

1. **HOURS OF WORK AND OVERTIME**

Article 27, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Professional unit employees of the Department of Commerce who are assigned to an out-of-state assignment shall receive eight (8) hours of compensatory overtime for each assignment if:

1. The assignment includes at least nine (9) consecutive working days; and
2. The employee is required to be away from home at least one (1) full weekend.

This compensatory overtime shall be administered and liquidated in accordance with all applicable provisions of Article 27, Section 6 of the Master Agreement, or the employee may liquidate the accumulated compensatory time while located at the temporary assignment.

2. **STORAGE OF STATE PROPERTY**

Article 18, Section 6, of the master Agreement shall be supplemented and/or modified as follows:

Crew Leaders and/or other qualifying employees (at the Appointing Authority's discretion) shall be reimbursed at the annual rate of two hundred and fifty dollars (\$250.00) for providing an in home office and/or for the storage of financial examination records, manuals, statute books, equipment and related materials. The two hundred and fifty dollar (\$250.00) payment shall be in a lump sum in the first pay period of each fiscal year.

3. **FINANCIAL INSTITUTION EXAMINER CERTIFICATIONS**

The provisions of the Master Agreement are supplemented as follows:

Dependent upon the availability of funds and the operational needs of the Department of Commerce, the Appointing Authority may provide a lump sum payment of five hundred dollars (\$500.00) to employees in the FIE series who become Certified Financial Examiners.

D. **DEPARTMENT OF CORRECTIONS**

1. **LAYOFF AT INSTITUTIONS.** Article 17, Section 3 (A)(3) of the Master Agreement shall be supplemented and/or modified as follows:

Layoff Order. Layoffs which are necessary shall be on the basis of inverse Classification Seniority within the class/class option and employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time or intermittent) within the institution in which the position is to be eliminated. The Appointing Authority shall send a layoff notice to the employee with the least Classification Seniority in the same class/class option, and employment condition within the institution in which the position is to be eliminated.

The remaining provisions of Article 17 of the Master Agreement shall apply.

2. **FILLING OF VACANCIES.**

A. Article 16, Section 3 of the Master Agreement shall be supplemented as follows:

- 1) The Appointing Authority shall not be required to post a vacancy if the Appointing Authority offers the vacancy to a current Department of Corrections' employee who has received notice of layoff from the same or transferable class.
- 2) An incumbent who has been appointed to a reallocated position shall be allowed to interest bid during the initial three (3) month probationary period.

B. Article 16, Section 4(C) of the Master Agreement shall be supplemented as follows:

If an employee in the class series Corrections Agent or the class series Corrections Security Caseworker submits a request to transfer or demote to the other class series during the posting period under Article 16, Section 3 accompanied by a request to interview and substantial evidence of qualification for the position, the Appointing Authority shall grant an interview. Nothing in this section shall be construed to require a standard for the non-selection of the interviewed employee.

An interview must only be granted if the position is not filled through interest bidding, recall from the seniority unit layoff list, or claiming.

3. **ON-CALL.** Article 25, Section 2 of the Master Agreement is supplemented as follows:

A. **Voluntary On-Call.** Any employee who volunteers to remain in an on-call status shall receive ten (10) hours of compensatory overtime for being in on-call status for a seven (7) day period or part thereof.

An additional four (4) hours shall be granted for each legal holiday, but not the floating holiday, that occurs within the seven (7) day period.

B. **Mental Health Unit.** An employee in the mental health unit of MCF/Oak Park Heights who is instructed to remain in an on-call status shall receive ten (10) hours of compensatory overtime for being in on-call status for a seven (7) day period. An additional four (4) hours of compensatory overtime shall be granted for each legal holiday that occurs within this period.

The provisions of this supplemental agreement shall apply for as long as the employees instructed to remain in an on-call status continue to be rotated on an equal basis from among all psychologists within the mental health unit.

- C. **Officer of the Day.** An employee in the classification Employee Development Specialist at MCF-Oak Park Heights who is instructed to remain in an on-call status as Officer of the Day shall receive ten (10) hours of compensatory overtime for being in on-call status for a seven (7) day period. An additional four (4) hours of compensatory overtime shall be granted for each legal holiday that occurs within this period.

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

4. **OVERNIGHT ACTIVITIES.** Article 27 of the Master Agreement shall be supplemented as follows:

The total compensation granted to employees assigned to overnight activities which include the supervision of inmates/residents when such assignments are twenty-four (24) consecutive hours, shall be sixteen (16) hours at the straight time rate for each twenty-four (24) hour period except as it conflicts with state or federal law.

5. **FORMER COUNTY PROBATION OFFICERS.** Rights Within State. The Master Agreement is supplemented by the following for county probation officers who became state employees by a transfer under the provisions of Minnesota Statutes 244.19, subdivision 1, paragraph a, clause 4. These provisions are effective for county probation officers transferring on or after January 1, 1987.

- A. **Seniority.** Article 15, Section 3 of the Master Agreement is supplemented by the following:

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

- B. **Sick Leave.** Article 12, Section 1 of the Master Agreement shall be amended as follows:

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

- C. **Annual Leave.** Article 10, Section 2 of the Master Agreement shall be amended as follows:

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

- D. **Filling of Vacancies.** Article 16, Section 6 of the Master Agreement shall be supplemented as follows:

A county employee transferring to state service shall serve a probationary period of six (6) months. Article 16, Section 8 of the Master Agreement applies to any non-certification decision by the Employer. After utilizing the provisions of Section 8, a non-certified employee may, within ten (10) days, appeal to the Commissioner of Minnesota Management & Budget for a hearing. The Commissioner may uphold the non-certification decision, extend the probation period, or certify the employee. The decision of the Commissioner of Minnesota Management & Budget is final and not arbitrable.

6. **INFECTIOUS AND CONTAGIOUS DISEASES.** Where infectious or contagious diseases are diagnosed among the inmate/resident population of a facility, upon request of the Association, representatives of the facility and central office shall meet promptly with Association Representatives to determine what steps, if any, are necessary to educate employees about the disease(s) and to determine what steps, if any, are necessary to safeguard the health and safety of the employees as well as the inmates/residents. An employee who may be at risk to exposure to an infectious agent(s) as a result of responsibilities for the care of an inmate/resident shall be informed of the inmate's/resident's diagnosis or possible diagnosis by the facility according to facility policy and procedure.
7. **WORK ON A HOLIDAY.**
 - A. Corrections Program Therapist/Recreation Therapist working in a Department of Corrections facility shall receive a holiday premium of twenty dollars (\$20.00) for each four (4) hours or portion thereof worked up to a maximum of forty dollars (\$40.00) for those holiday hours specifically assigned by the Appointing Authority and worked on the holiday. A Corrections Program Therapist/Recreation Therapist receiving a holiday premium is not eligible for officer-of-the-day differential for the same hours worked.
 - B. Substitute Holidays. Employees who have worked on a holiday and to whom the Appointing Authority has granted an alternate holiday in lieu of holiday pay under Article 11, Section 2C of the Master Agreement shall at the Appointing Authority's discretion, be permitted to use the alternate holiday in increments of less than a full eight (8) hours during the one hundred and eighty (180) calendar days following the holiday's occurrence.
8. **DISCIPLINE AND DISCHARGE.** Article 8, Section 2 of the Master Agreement shall be modified as follows: If during the course of an investigation an employee initiates telephone contact with the Appointing Authority to provide information which may lead to discipline, the employee shall be offered Association representation. If the employee waives the right to Association representation, such waiver will be stated verbally and tape recorded prior to questioning. A signed copy of the transcript of the waiver will be provided to the Association.
9. **ICS/ISR/CIP/CRP AGENTS.** Article 24, Wages, will be supplemented as follows: Corrections Agents identified as "Intensive Supervised Release Agents" and "Intensive Community Supervision Agents" "Challenge Incarceration Program Agents", and "Conditional Release Program Agents" will be paid an additional one hundred dollars (\$100.00) per payroll period. Intermittent employees shall receive an additional one hundred dollars (\$100.00) or be reimbursed under the provisions of Article 25, Section 2 for being in on-call status for a seven (7) day period or part thereof, whichever is less.

- A. The State of Minnesota, Department of Corrections and MAPE recognize the needed flexibility in schedules relating to Hours of Work, Overtime, On-call, Call-in, and Call Back, for Intensive Community Supervision (ICS) and Intensive Supervised Release (ISR) Agents, "Challenge Incarceration Program Agents" (CIP), and "Conditional Release Program Agents". The one hundred dollar (\$100.00) biweekly compensation shall be recognized as full and complete compensation for the surveillance response requirements and other related service responsibilities for the hours between 8:00 a.m. and 12:00 a.m. (midnight) on their scheduled work day.
- B. Situations of call-back for ICS/ISR/CIP/CRP Agents arise when such Agents are physically required to respond, in other words, not resolvable by telephone or other means of communication between the hours of 12:00 midnight and 8:00 a.m. for:
 - 1. electronic monitoring;
 - 2. detention matters; or
 - 3. other situations which have been previously agreed to between the ICS/ISR/CIP/CRP Agent and their immediate supervisor or designee.
- C. ICS/ISR/CIP/CRP Agents shall not be eligible for on-call pay during the hours of 12:00 midnight and 8:00 a.m.
- D. ICS/ISR/CIP/CRP Agents on a scheduled day off and who are instructed by their supervisor to be on-call shall receive on-call or call-back pay in accordance with the provisions of Article 25, Section 1, Call-In and Call-Back and Section 2, On-Call. However, such hours shall be liquidated in cash or compensatory time at the discretion of the employee's supervisor.
- E. Compensatory time earned in accordance with provisions D above must be liquidated within the pay period earned or no later than the subsequent pay period. Such compensatory time shall be agreed upon between the supervisor and employees. In the event there is no agreement, the supervisor shall assign the scheduled compensatory hours off. When the supervisor is unable to schedule compensatory time off, the compensatory time shall be liquidated in cash.

Article 11, Section 5 of the Master Agreement will be modified/supplemented as follows:

- F. Any employee who works on a holiday shall, at the Appointing Authority's discretion either be:
 - 1. Paid in cash at the employee's appropriate rate for all hours worked in addition to holiday pay provided for in Section 4 of the Master Agreement, or,
 - 2. Paid in cash at the employee's appropriate rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 4 of the Master Agreement. The Appointing Authority shall designate a mutually agreeable alternate holiday within one hundred twenty (120) calendar days of the last date of the pay period in which the holiday occurs. In the event there is no agreement, the supervisor shall assign the scheduled compensatory hours off. When the supervisor is unable to schedule compensatory hours off, the compensatory time shall be liquidated in cash.

10. **HOSTAGE LEAVE.** Article 24, Section 8 of the Agreement shall be modified as follows:

The Employer and the Association agree that employees who suffer a disabling injury as a direct result of a life-threatening hostage incident, shall be authorized by the Appointing Authority for injured on duty pay on the basis of stress related illnesses suffered without demonstration of physical injury.

The Appointing Authority may require the employee to provide a statement from the employee's medical or mental health provider verifying the employee's condition and the anticipated time needed before the employee is able to return to his/her work duties. In no case shall injured on duty pay extend beyond two hundred forty (240) hours.

11. **SAFETY OFFICER DIFFERENTIAL.** Article 24 of the Master Agreement shall be modified as follows:

The Department of Corrections shall pay up to an additional twelve percent (12%) of the base salary of a Safety and Health Officer 2 who is assigned additional department-wide responsibilities pertaining to safety officer coordination. The assignment shall exceed ten (10) consecutive days in duration. Selection of the employee to whom the duties are assigned is at the discretion of the department and the department may end or reassign the responsibilities at any time.

12. Article 27, Section 1.F shall be modified as follows:

The Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at a given time, provided the amount is not less than forty (40) hours nor more than one-hundred and twenty (120) hours. Those hours earned in excess of the compensatory bank maximum shall be liquidated in cash.

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

E. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

VACANCIES, FILLING OF POSITIONS. Article 16, Sections 3 and 4 of the Master Agreement shall be supplemented and/or modified as follows:

Section 3. Job Posting and Interest Bidding. The Appointing Authority may post vacancies electronically. Such postings will be accessible to employees through use of the agency intraweb and the State Employment Website.

Section 4. Filling of Positions. Classified non-probationary employees in the same class and seniority unit who have made a timely bid shall be considered for the vacancy. When there are less than three (3) bidders for a vacancy, consideration shall be based upon, (but not limited to), the employee's ability to perform the job, the employee's qualifications to perform the job, the employee's current workload, and the employee's classification seniority and may be appointed to the opening prior to filling the vacancy through other means. In situations where there are three (3) or more bidders, the selection shall be limited to the three (3) most senior bidders. Selection from among these bidders may be made without regard to seniority. All employees who submitted a timely bid shall be notified in a timely manner of its acceptance or rejection. If the vacancy is not filled by this method, then it shall be filled pursuant to Article 16, Section 4(A) and (B) of the Master Agreement.

LAYOFF AND RECALL. Article 17, Section 3(A)(3), of the Master Agreement shall be supplemented and/or modified as follows:

Within a particular office, seasonal employees shall be permanently laid off prior to the permanent layoff of unlimited employees within the same class. If, after the permanent layoff of the seasonal employees, permanent layoffs are still necessary, such layoffs shall be made pursuant to this Supplement and the Master Agreement.

SENIORITY. Article 15, Section 1(B) of the Master Agreement shall be supplemented or modified as follows:

- A. For purposes of seniority, the classes Jobs & Training Interviewer, Unemployment Insurance Representative, Jobs & Training Representative, and Unemployment Insurance Operations Analyst are related during the life of this current Agreement.

BENEFITS. Articles 10 (Vacation), 11 (Holidays), 12 (Sick Leave) and 20 (Insurance) shall be modified and/or supplemented as follows:

1. Employees called back as temporary/emergency employees during seasonal or permanent layoff shall be eligible for all benefits/accruals they would have received while in their benefit eligible employment condition.
2. This provision shall only apply to temporary/emergency employees who are in seasonal or permanent layoff status.

F. **MINNESOTA MANAGEMENT & BUDGET**

CPA EXAMINATION. The provisions of the Master Agreement are supplemented as follows:

Effective July 1, 2007, and dependent upon the availability of funds and the operational needs of Minnesota Management & Budget, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1,000) to employees in the Finance Specialist series and Accounting Officer series described below who have demonstrated satisfactory or above performance and have not received any discipline in the previous twelve (12) months, and who have received notification of passing all four (4) parts of the CPA examination. The employee must be employed with Minnesota Management & Budget at the time that at least one (1) section of the examination is taken and passed.

Accounting Officer
Accounting Officer, Intermediate
Accounting Officer, Senior
Accounting Officer, Principal
Finance Specialist 1
Finance Specialist 2
Finance Specialist 3

For employees in these classes who pass all four (4) parts of the CPA examination and remain employed with Minnesota Management & Budget for at least one (1) year after the date on which they received notice of passing all four (4) parts of the CPA examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000), provided the employee continues to meet the above-described performance and discipline standards.

G. **DEPARTMENT OF HEALTH**

CALL-IN, CALL-BACK, ON-CALL. Article 25, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

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

Article 25, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

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

An employee of the Department of Health who is on-call as defined above shall be compensated at a flat base rate of one hundred and fifty dollars (\$150) per week of assigned on-call duty.

In addition, employees will be paid the following amounts per week based on the calls received and responded to during non-work hours:

Employees will be paid ten dollars (\$10.00) for each thirty (30) minutes (one-half (1/2) hour) or fraction thereof for time spent responding to calls received to a maximum of one hundred and thirty dollars (\$130) per week over the base rate.

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

PERSONAL VEHICLE USAGE. Article 18, Section 2 of the Master Agreement shall be supplemented as follows:

Employees shall not be required to transport other employees or other persons associated with their State employment in their personal vehicle.

H. **DEPARTMENT OF HUMAN SERVICES**

STATE OPERATED SERVICES (SOS) AND MN SEX OFFENDER PROGRAM (MSOP) ONLY:

WORK ON A HOLIDAY

Article 11, Section 5 shall be supplemented as follows:

An employee shall receive a holiday bonus of thirty dollars (\$30.00) for each four (4) hours or portion thereof worked up to a maximum of sixty dollars (\$60.00) for those hours specifically assigned by the supervisor and worked on the holiday.

Vacancies, Filling of Positions

Art 16 Sect 4.B – Claiming shall be supplemented as follows:

If the vacancy is not filled as provided in Article 16 Sect 4.A, the Appointing Authority shall consider claims of eligible Bargaining Unit employees facing layoff who request a transfer or demotion to a class (or class option) in which the employee served or for which the employee is determined to be qualified by the Employer.

Instead of accepting a claim, the Appointing Authority may choose to fill the vacancy by promoting a seniority unit employee or an employee from a different SOS/MSOP seniority unit whose name was on a multi-source roster for the classification of the claimed position at the time the vacancy was first claimed, or by accepting the voluntary transfer or demotion of a current seniority unit employee or an employee from a different SOS/MSOP seniority unit on notice of permanent layoff. If the Appointing Authority determines to fill the resulting vacancy, and it is not filled by an interest bidder or a recall from the seniority unit layoff list or the transfer or demotion of a seniority unit employee or other SOS/MSOP employee who has received notice of permanent layoff, the Appointing Authority must consider interested and eligible claimers who were not selected for the original vacancy due to the promotion, transfer or voluntary demotion of a current seniority unit employee, prior to using any other vacancy filling method in 4(C) and prior to the consideration of any additional claimers for the resulting vacancy.

The receiving Appointing Authority shall determine if the employee is qualified for the position, and if so, shall not unreasonably deny the request (see the provisions of Article 17, Section 3(A)(5), regarding employee requests to claim positions in other seniority units to avoid layoff or bumping).

Layoff and Recall

Article 17, Section 2 – Labor-Management Cooperation and Article 17, Section 3.A Layoff Procedures shall be modified as follows:

Once the decision for permanent layoff has been made the following shall be included in the layoff procedures:

- Employees with more classification seniority may volunteer to be laid off in lieu of less senior employees who would otherwise be laid off. Volunteers will be in the following order: most senior volunteers, first; least senior volunteers, last.
- Employees at risk of lay off must be capable and qualified to fill the position of the more senior employee volunteering to be laid off.

HEALTH AND JOB SAFETY

INFECTIOUS AND CONTAGIOUS DISEASES

Article 22 shall be supplemented as follows:

Where infectious or contagious diseases are diagnosed among the resident population of a facility, upon request of the Association, representatives of the facility and central office shall meet promptly with Association Representatives to determine what steps, if any, are necessary to educate employees about the disease(s) and to determine what steps, if any, are necessary to safeguard the health and safety of the employees as well as the residents. An employee who may be at risk to exposure to an infectious agent(s) as a result of responsibilities for the care of a resident shall be informed of the resident's diagnosis or possible diagnosis by the facility according to facility policy and procedure.

WAGES

HOSTAGE LEAVE

Article 24, Section 9 of the Agreement shall be modified as follows:

The Employer and the Association agree that employees who suffer a disabling injury as a direct result of a life-threatening hostage incident, shall be authorized by the Appointing Authority for injured on duty pay on the basis of stress related illnesses suffered without demonstration of physical injury.

The Appointing Authority may require the employee to provide a statement from the employee's medical or mental health provider verifying the employee's condition and the anticipated time needed before the employee is able to return to his or her work duties. In no case shall injured on duty pay extend beyond 240 hours.

CALL IN, CALL BACK, ON-CALL

ON-CALL PAY

Article 25, Section 2 of the Agreement shall be modified as follows:

An employee who is instructed to be in 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. 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 three (3) consecutive hours, unless the on-call assignment occurs on the employee's day off. If the on-call assignment occurs on the employee's day off, it shall be for no less than eight (8) consecutive hours.

HOURS OF WORK AND OVERTIME

Article 27, Section 1 (A) shall be supplemented as follows:

- A. **Scheduling**. The Appointing Authority shall provide no less than fourteen (14) calendar days notice to the affected employee(s) prior to making a change in the days of work, hours of work or the length of the work day of full-time employees.

If the Appointing Authority changes an employee's scheduled day(s) off with less than fourteen (14) calendar days notice to the affected employees and the employee is scheduled to perform work at a time specifically designated by the Appointing Authority, the employee shall receive ten dollars (\$10.00) for each four (4) hours or portion thereof worked on the original day off up to a maximum of twenty dollars (\$20.00).

If the Appointing Authority changes an employee's scheduled hours of work by four (4) hours or more with less than fourteen (14) calendar days notice to the affected employee and the employee is scheduled to perform work at a time specifically designated by the Appointing Authority, the employee shall receive ten dollars (\$10.00) for each four (4) hours or portion thereof worked outside the normally scheduled hours of work, up to a maximum of twenty dollars (\$20.00).

OVERNIGHT ACTIVITIES

The total compensation granted to 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 and twelve (12) hours at the appropriate overtime rate per Article 27, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

MINNESOTA EXTENDED TREATMENT OPTIONS (METO) ONLY:

ADMINISTRATIVE OFFICER OF THE DAY

Employees in the following classifications, Psychologist 2, Behavior Analyst 3, Behavior Analyst 1, and Intermittent Investigator Senior may be assigned Administrative Officer of the Day (AOD) duties.

Compensation for performing as AOD will be the same as the Officer of the Day Differential as defined in the current Middle Management Association contract.

DEPARTMENT OF HUMAN SERVICES **ALL FACILITIES**

MEMORANDUM OF UNDERSTANDING

SENIORITY

This memorandum of understanding is made and entered into between the State of Minnesota and its Department of Human Services (Employer) and the Minnesota Association of Professional Employees, MAPE (Association), on this 26th day of August, 1988.

The terms of this memorandum are limited to those employees in positions in the Regional Treatment Centers and Nursing Homes effected by the Behavior Analyst/Recreation Therapist study which was implemented on August 19, 1987.

The Parties agree to supplement and/or modify Article 15, Seniority, and Article 16, Vacancies, Filling of Positions, of the Master Agreement as follows:

Class seniority for employees whose positions were reallocated to an equal class and who subsequently return to their initial class shall include the service in both classes.

I. **IRON RANGE RESOURCES**

Article 27, Sections 6 and 9(C) shall be modified and/or supplemented as follows:

The compensatory bank shall be one hundred twenty (120) hours for all employees of the IRR.

The compensatory bank shall be liquidated on the last day of the last full pay period in September for all I.R.R. employees.

J. **DEPARTMENT OF LABOR AND INDUSTRY**

1. **Election of Sexual Harassment Prevention Facilitators.** Article 1, Association Recognition, shall be supplemented and/or modified as follows:

A. The parties agree to the election of "facilitators" as constituent group (bargaining unit) representatives for the specific and limited purposes of:

- a. assisting employees in their use of the complaint procedure, and
- b. making recommendations to management (Affirmative Action Council) on policy, procedure, and training.

B. Such facilitators have no authority to affect bargaining unit members' terms and conditions of employment.

C. Such facilitators do not replace and/or modify the role of the exclusive representative in the grievance process, agency sexual harassment complaint procedures, or other contractual or statutory representative functions.

2. **Seniority and Layoff and Recall.** Article 15, Section 3 and Article 17, Section 3 of the Master Agreement shall be supplemented and/or modified as follows for all employees who work in the Special Fund and who were reclassified into the new classification Workers' Compensation Claims Management, Intermediate effective February 27, 1993:

A. **Seniority.** When two (2) or more employees have the same classification date as a result of the reclassification referenced above, seniority in the class to which the employees were reclassified shall be determined by the date the employee entered the class Workers' Comp. Spec., Int., as modified to exclude time worked outside the bargaining unit pursuant to Article 15, Section 1.(C). Any employee within the scope of this provision who did not hold the class Workers' Comp. Spec., Int. shall be preceded on the seniority roster by those employees who held that class. Should a tie still exist, seniority positions shall be determined by state seniority and then by lot. The seniority roster for the classification Workers' Compensation Claims Management Specialist, Int. dated May 31, 1993 properly reflects the initial application of this provision to the affected employees.

B. **Layoff and Recall.** An employee within the scope of this provision who is issued a permanent layoff notice shall have his/her seniority in their former classes count for bumping purposes in the following manner:

1. An employee who is issued a notice of layoff shall first follow Article 17, Section 3A4a. If there is no vacancy, then the employee shall either bump the least senior employee in accordance with Article 17, Section 3A4a(1) or accept a vacancy in accordance with Article 17, Section 3A4a(2), the least senior employee is determined in accordance with A. (above).
2. If neither of the options in Article 17, Section 3A4a are available the employee's seniority in his/her former classes shall count toward time served in the new class for bumping to the lower new class in accordance with the following chart:

TIME SPENT AS
(Old Class)

Workers' Comp. Specialist
Workers' Comp. Spec., Int.

CONVERTS TOWARD TIME IN
(New Class)

Workers' Comp. Claims Mgmt, Spec.
Workers' Comp. Claims Mgmt, Int.

3. In order for an employee to be able to bump into the lower class, the employee has to have either served in the new class or will have to meet the eligibility requirements in the new class.

K. MINNESOTA STATE LOTTERY

LUNCH REIMBURSEMENT. Article 18, Section 5.B. shall be supplemented and/or modified as follows:

For purposes of calculating mileage eligibility for a noon meal, a Lottery Sales Representative (LSR) assigned a state van shall be considered to have a permanent work station at home if he/she resides within the assigned territory. If the LSR does not reside within his/her assigned territory, the permanent work station shall be the nearest border entry to the territory from the LSR's home. Retail locations within an LSR's assigned territory shall not be considered temporary work stations for application of this contract provision.

HOURS OF WORK AND OVERTIME. Article 27 shall be supplemented and/or modified as follows:

For the purpose of calculating hours of work, a Lottery Sales Representative (LSR) assigned a state van shall be considered to begin working hours when he/she leaves the permanent work station and to end working hours when he/she returns to the permanent work station. For the purpose of calculating hours of work, the permanent work station of an LSR assigned a state van shall be the LSR's home if he/she resides within the assigned territory or at the nearest border entry to the territory from the LSR's home if he/she does not reside within the assigned territory.

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

Any LSR assigned a state van who does not currently reside within his/her territory shall not be charged for "commuting" miles. Any LSR assigned a state van in the future who does not reside within his/her territory due to reassignment, realignment, or any other action taken by the State Lottery at its discretion shall not be charged for "commuting" miles. Any LSR assigned a state van who resides within their territory shall not be charged for "commuting" miles.

FLEXTIME SCHEDULE. Article 17, Section 9(A)2 shall be supplemented and/or modified as follows:

POLICY

It is the policy of the Minnesota State Lottery to provide a flextime scheduling plan for its employees so long as the plan and individual schedules within the plan are consistent with the requirements of the Lottery and the provisions of applicable collective bargaining agreements or plans established pursuant to M.S. 43A.18, and do not adversely affect the Lottery's ability to achieve its goals and objectives. Flextime will benefit both the Lottery and the employees by providing opportunities for:

1. expanded hours of service to the public;
2. better utilization of office facilities or equipment;
3. uninterrupted work time;
4. greater productivity as a result of greater employee job satisfaction or accommodation of an individual's peak performance time during the day;
5. greater employee control over their work time and their personal and family life needs as well as those of the job; and
6. reduced costs to the state.

Under flextime scheduling, employees have the opportunity to request an adjustment to their work schedule so long as it does not result in payment of overtime and is consistent with the requirements of law, collective bargaining agreements/plans, and Lottery policy.

Management retains the authority for approving, modifying, denying or terminating individual schedules when, in management's judgment, they affect service to clients, or the operation of the Lottery, its divisions, offices, activities or work units.

DEFINITIONS

BAND WIDTH is the specific period of each day within which flextime schedules will be allowed. The Lottery has established 6:00 a.m. as the earliest possible starting time and 7:00 p.m. as the latest possible ending time.

CORE TIME is the specific period of each day when all full-time employees are required to be at work. The core time for the Lottery is 10:00 a.m. to 2:30 p.m. for normal or flextime work schedules.

FLEXTIME, for purposes of the Lottery, means a plan of alternative work schedules available to employees upon request and supervisory approval. Flextime consists of recurring and predictable schedules, consecutive hours in each workday, and additionally, for full-time employees, the band width, the core time, and 40 hours of work each work week.

NORMAL OFFICE HOURS are the hours from 8:00 a.m. to 5:00 p.m. each work day when the Lottery's offices will be open and staffed to provide services to clients.

NORMAL WORK DAY consists of no more than 10 hours of work within a 24 hour period, exclusive of an unpaid meal period.

NORMAL WORK WEEK, for purposes of flextime scheduling, shall start at the middle of the workday of Friday and continue through the middle of the workday of the following Friday.

WORK UNIT consists of a group of employees all of whom are immediately supervised by the same supervisor.

SCHEDULES

The flextime scheduling plan is designed to accommodate schedules which consist of the following:

1. work schedules for full-time employees within the band width;
2. work schedules for full-time employees which include the core time;
3. work schedules for part-time employees which accommodate the needs of the work unit and the employee;
4. unpaid meal, periods of 30 minutes, 45 minutes, or 60 minutes in length at approximately the midpoint of the work day.

Potential work schedules available under this flextime policy and plan include, but are not limited to the following (each must total 80 hours in a biweekly pay period):

- four days worked each week, ten hours worked each day;
- four days worked with nine hours and one day worked with four hours each week;
- four days worked with nine hours in one week; four days worked with nine hours and one day worked with four hours in the other week;
- combinations of five work days in each week that are between 6 and 9 hours in length.

IMPLEMENTATION

The Lottery's Flextime Policy and Plan is effective immediately. Upon implementation of the flextime plan, work schedules of all employees will be posted, if required by collective bargaining agreement, or maintained by the Personnel Office and/or the immediate supervisor.

Any employee who is currently working on an approved schedule may continue that schedule unless management of the Lottery changes that schedule in accord with the provisions of the applicable collective bargaining agreement or plan. Any employee who wishes to change his/her current schedule should initiate the following procedures.

PROCEDURE

1. The employee shall submit a written request for a specific schedule to his/her immediate supervisor at least 14 calendar days prior to the date the new schedule would go into effect, if approved.
2. The immediate supervisor shall review the request and determine to approve or deny the request taking into consideration at least the following factors:
 - a. Benefits to be gained as outlined in the above policy statement;
 - b. Adverse effects which might result from the requested schedule;
 - c. Requests for flextime schedules from other employees of the work unit;
 - d. Duties and responsibilities of the employee's position and whether they can be effectively and efficiently performed during the requested schedule;
 - e. Level of staffing and supervision necessary at various times of the work day and week to ensure that the work unit's activities are accomplished effectively and efficiently;
 - f. Level and quality of service provided to the work unit's customers;
 - g. Schedule of other employees within the activity area, office, division or Lottery with whom the requesting employee or the work unit must coordinate activities;

- h. Additional costs or liabilities to the Lottery which would result from the requested schedule; and/or
 - i. Any other considerations as appropriate to the work unit.
3. If there are conflicting requests from employees and the needs of the work unit require that not all requests may be approved, the supervisor will approve (if all other factors indicate approval) the request submitted by the employee with the most state seniority. Should conflicts still exist, they will be resolved by lot. No request may be unreasonably denied.
4. The immediate supervisor will provide the employee with written notice and explanation of the decision within 7 calendar days of receipt of the request. A copy of the supervisor's decision must be provided to the Personnel Office.

WORK SCHEDULE CHANGES

Management initiated changes in an employee's permanent schedule will be made in accord with applicable collective bargaining agreements or plans, provided that an employee will be given written notice of the change at least 14 days in advance of the effective date.

Employee initiated requests for a permanent schedule change will be in accord with the procedure contained in this document provided that an employee's request to change his/her approved work schedule will not be approved if it would adversely affect the approved schedule of another employee.

Upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be altered for a duration of no more than 14 consecutive calendar days at a time without regard to the above provisions.

APPEALS

An employee may appeal the decision of an immediate supervisor to deny, modify or revoke a flextime schedule to the second level supervisor who shall respond in writing and, if not resolved, to the division head or designee who shall respond in writing. The decision of the division head or designee is final and may not be grieved under the grievance provisions of the applicable collective bargaining agreement or plan unless the action giving rise to the appeal is a violation of a specific provision of that collective bargaining agreement or plan.

L. MINNESOTA STATE ACADEMIES

LAYOFF AND RECALL. Notwithstanding Article 17, Layoff and Recall, Section 3(F), Recall, the following recall provisions shall apply to the Minnesota State Academies:

The Appointing Authority shall notify all employees of all summer school openings. 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 school. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Association 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, whenever necessary, to carry out the functions and needs of the summer school programs. Notification of intent to return to work may be made in writing and hand delivered, provided that a written receipt of such notification is given.

EXTRACURRICULAR ASSIGNMENTS. Article 24 shall be amended as follows:

Payment to employee who are offered and accept extracurricular assignments shall be paid the same rates specified in the 2007-2009 State Residential Schools Education Association Agreement.

M. **MINNESOTA STATE COLLEGES AND UNIVERSITIES (MNSCU)**

I. **UNCLASSIFIED EMPLOYEES AS PER MS 43A.08, Subd. 1 (9) (excluding Customized Training Representatives).** Article 8, Discipline and Discharge; Article 9, Grievance Procedure; Article 16, Vacancies, Filling of Positions; and Article 17, Layoff and Recall; shall be supplemented and/or modified as follows:

- A. Employees who have more than one year of continuous employment (without a break in service) in a single MnSCU Academic Professional 1, 2, 3 or 4 position (a position in the same class/option and same seniority unit) that is a minimum of fifty percent (50%) of a full-time equivalent position in state service shall:
1. be eligible for all rights under Article 8, Discipline and Discharge, including "just cause" and access to the arbitration level of the grievance procedure;
 2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force or if he/she meets any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;
 3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force;
 4. be given, at minimum, forty-five (45) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force; and
 5. upon involuntary separation due to reduction in force, have the right to express interest for any MAPE unclassified vacancies posted within MNSCU for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority's Human Resource Director prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.
- B. Employees who have two (2) or more years of continuous employment (without a break in service) in a single MnSCU Academic Professional 5 or 6 position (a position in the same class/option and same seniority unit) that is a minimum fifty percent (50%) of a full-time equivalent position in state service shall:

1. be eligible for all rights under Article 8, Discipline and Discharge, including "just cause" and access to the arbitration level of the grievance procedure;
 2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force or if he/she meets any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;
 3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force;
 4. be given, at minimum, forty-five (45) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force; and shall,
 5. upon involuntary separation due to reduction in force, have the right to express interest for any MAPE unclassified vacancies posted within MNSCU for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority's Human Resource Director prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.
- C. Unclassified employees who change class or class option, or who move to another MnSCU Appointing Authority, shall be subject to a mandatory six (6) month period of service without the provisions of I.A. and B above. However, by prior written notice from the Appointing Authority, the mandatory period of service may be eliminated or set at any length of time from zero (0) to twelve (12) months. An employee who does not successfully complete the mandatory period of service shall have the following options:
1. Return to the former position if vacant or occupied by a temporary unclassified employee and if agreed to by the Appointing Authority.
 2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.
- If the employee is not reappointed under options 1 or 2, the employee's employment may be terminated.
- D. Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees shall notify the appointing authority that they are interested in the positions by written notice to the Appointing Authority's Human Resources Manager prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. All employees (including those with less than one year of service) shall be eligible for this provision.

II. CUSTOMIZED TRAINING REPRESENTATIVES

A. WAGES. Article 24, Wages of the Master Agreement shall be modified as follows:

1. Placement at a rate within the range for new hires is at the discretion of the Appointing Authority.
2. Across-the-board increases shall be granted as per the Master Agreement.
3. Effective July 1, 2009, this paragraph [Section II, A, (3)] shall be suspended for the period from July 1, 2009 through June 30, 2010. Employees shall be eligible for annual progression increases and incentive bonuses in accordance with the current MnSCU procedure #CMP005 Customized Training Representative Compensation. No progression increase shall be less than three and one-half percent (3 1/2%). Bonus or incentive programs may be instituted at the discretion of the Appointing Authority. Bonuses, when added to the base pay, may cause the total compensation to exceed the salary range.

B. PERFORMANCE GOALS. Article 6, Employee Rights; and Article 24, Wages shall be modified as follows:

Effective July 1, 2009, paragraphs 1, 2, and 3, below shall be suspended for the period from July 1, 2009 through June 30, 2010.

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set two levels of annual goals and objectives. Progress toward meeting the goals and objectives should be reviewed with the employee periodically throughout the fiscal year.
2. Level one goal(s) and objective(s) shall establish the level of performance necessary to determine continuance of employment and progression increases for the next fiscal year.
3. Level two goal(s) and objective(s) shall be set to determine the exceptional performance standards for incentive bonuses for the next fiscal year.

Effective July 1, 2009 and through June 30, 2010, paragraphs 1 and 2 below shall replace paragraphs 1, 2, and 3 above.

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set annual goals and objectives. Progress toward meeting the goals and objectives should be reviewed with the employee periodically throughout the fiscal year.
2. Goals and objectives shall establish the level of performance necessary to determine continuance of employment.

C. DISCIPLINE AND DISCHARGE OF EMPLOYMENT. Article 8, Discipline and Discharge; and Article 9, Grievance Procedure shall be modified as follows:

1. The basis for discipline, including discharge, shall not be arbitrary or capricious.

2. The employee may appeal the discipline or discharge up to and including the college president. The appeal meeting may include the employee and his or her Association representative(s). The college president shall have the right to sustain or dismiss actions of discipline and/or discharge. Such decision(s) of the college president shall be final and not grievable.

D. INVOLUNTARY SEPARATION DUE TO A REDUCTION IN FORCE. Article 17, Layoff and Recall shall be modified as follows:

1. Customized Training Representatives who have served for three (3) or more years without a break in service in a single Customized Training Representative position within the same seniority unit, that is a minimum fifty percent (50%) of a full-time equivalent position, and who are involuntarily separated from their position due to a reduction in force shall be eligible for the following benefits.
 - a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated or if he or she meets any of the other eligibility provisions of Master Agreement, Article 13, Severance.
 - b. Customized Training Representatives shall be eligible for six (6) months of Employer Contribution toward their health and dental insurance following their date of involuntary separation.
 - c. Customized Training Representatives shall be given a minimum of forty-five (45) calendar days notice prior to their last day of work due to an involuntary reduction in force.
 - d. Customized Training Representatives who are involuntarily separated shall be allowed to express interest for any permanent unclassified vacancies posted within MnSCU for a minimum of six (6) months following the date of their involuntary separation. Customized Training Representatives shall notify the Human Resource Director prior to the application deadline. If the Customized Training Representative meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.

III. SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS

- A. Pursuant to Minn. Stat. Sections 354C.12 and 356.24 and beginning on July 1, 2007, the Employer shall deduct for eligible employees an amount equal to five percent (5%) of the annual salary for each eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to one thousand and six hundred dollars (\$1,600) to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. Beginning on July 1, 2008, the Employer shall deduct for eligible employees an amount equal to five percent (5%) of the annual salary for each eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to one thousand and seven hundred dollars (\$1,700) to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. The employer shall make a contribution in an amount equal to the deductions made from the employee's salary. Deductions shall begin in the fiscal year following the employee's eligibility as outlined in Section III B. below.

B. Eligible employees for the purposes of this section are those who:

1. occupy positions designated by MnSCU in the academic unclassified service under the provisions of Minn. Stat. Section 43A.08, Subd. 1(9), including Customized Training Representatives; and
2. have completed two (2) years of full-time unclassified service within MnSCU as outlined in the DCR Plan document.

IV. SIGN LANGUAGE INTERPRETERS

The Appointing Authority shall, at the request of employee(s), discuss the need for "preparation time," taking into consideration the range of duties, the needs of the student, and the interpreter's experience with the subject matter, on a case-by-case basis.

V. SENIORITY

Article 15, Seniority, of the Master Agreement shall be supplemented and/or modified as follows:

- A. Academic year breaks shall not constitute a break in continuous service.

VI. INSURANCE

Article 20, Insurance, of the Master Agreement shall be modified as follows:

- A. Employees who were eligible for and received a full or partial employer insurance contribution from a Technical College or member school district prior to July 1, 1995, shall be eligible for the full or partial State contribution based on the following hours of work: Full contribution - at least 1,155 hours per year; Partial contribution - at least 770 hours per year.
- B. An employee who was eligible for and participating in a health, dental or life insurance program provided through their Technical College employment as of June 30, 1995, shall remain eligible to participate in the State group (at the employee's expense) even if the employee does not work sufficient hours to qualify under this Supplemental Agreement.
- C. All other employees receive insurance as per the Master Agreement.

VII. TUITION WAIVER.

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

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

VIII. MNSCU EMPLOYEES AFFECTED BY CO-LOCATION UNDER A BOARD APPROVED PLAN. This section shall continue in effect unless either party provides thirty (30) days advance notice, in writing, of their intent to discontinue this section.

A. **CLASSIFIED EMPLOYEES.** Article 6, Employee Rights; Article 13, Severance; Article 16, Vacancy and Filling of Positions; and Article 17, Layoff and Recall shall be supplemented and/or modified as follows. (These provisions are only available to permanent, non-probationary employees):

1. **Vacancy protection.** Vacancies at institutions going through reorganization due to co-location shall not be subject to the "claiming" provisions of Article 16, Vacancy and Filling of Positions of the Master Agreement; nor shall they be subject to filling through recall lists (other than seniority unit layoff lists) in Article 17, Layoff and Recall, of the Master Agreement. The Association and the Appointing Authority may mutually agree to restore the provisions of the above-mentioned Master Agreement if a determination is made that employees within the seniority unit are not eligible and/or available.
2. **Separation options.** Employees may select one of these options. (Employees who select an enhanced option must separate completely from their employment):
 - a. A one-time severance payment based on five percent (5%) of the employee's salary base or wage or \$1,250.00 multiplied by the number of years of service, whichever is greater. In no event shall the amount exceed \$7,500.00; or
 - b. Tuition, fees, books, travel expenses, career guidance and related expenses at a public institution of post-secondary education up to the amount of the severance payment specified in a. above; or
 - c. Normal severance as per the Master Agreement.

3. **Training.**

- a. Application of Minn. Stat. 43A.04 Subd. 9, for a vacancy in MnSCU.
- b. Job and Training opportunities as per Article 17, Section 2 of the Master Agreement.

4. **Layoff Provisions.**

- a. Length of required notice as specified by the Master Agreement.
- b. Claiming per the Master Agreement with MnSCU discretion to extend if mutually agreeable.
- c. Employees who were considered full time under a Technical College contract but worked less than 40 hours a week, shall be treated as full time if they are laid off. Such employees shall not have their hours of work reduced below thirty two (32) hours per week except through layoff.
- d. Other contractually provided layoff provisions including layoff mitigation as per Article 17, Section 2.
- e. Seniority for employees of the Community Colleges and the State Universities that co-locate with a Technical College shall be calculated based on the Technical College seniority provision above for purposes of layoff:

B. **UNCLASSIFIED EMPLOYEES (Minn. Stat. 43A.08, Subd. 1 (9)).** These provisions are available only to employees who have three (3) or more years of continuous employment (without a break in service) in a single position (a position in the same class/option and same seniority unit) that is a minimum fifty percent (50%) of a full-time equivalent position in state service. Article 6, Employee Rights; Article 13, Severance; Article 16, Vacancy and Filling of Positions; and Article 17, Layoff and Recall shall be supplemented and/or modified as follows:

1. **Separation options.** Employees may select one of these options. (Employees selecting an enhanced option due to job loss must separate completely from their employment):

- a. A one-time severance payment based on five percent (5%) of the employee's salary base or wage or \$1,250.00 multiplied by the number of years of service, whichever is greater. In no event shall the amount exceed \$7,500.00; or
- b. Tuition, fees, books, travel expenses, career guidance and related expenses at a public institution of post-secondary education up to the amount of the severance payment specified in a. above; or
- c. Normal severance as per Article 13 of the Master Agreement.

2. **Training.**

- a. Application of Minn. Stat. 43A.04 Subd. 9, for a vacancy in MnSCU.

- b. Job and Training opportunities as per Article 17, Section 2, of the Master Agreement.

IX. VACATION

Article 10, Vacation Leave, shall be modified as follows:

Seasonal employees may use vacation on non-scheduled work days within their season and, at the discretion of the Appointing Authority, employees may use accumulated vacation prior to and/or after their first and last scheduled work days each fiscal year. The amount of vacation used under this provision shall not exceed the maximum number of hours specified in Article 10 Vacation, Section 6 Vacation Transfer and Liquidation.

X. HOLIDAYS

Article 11, Holidays, shall be modified as follows:

- A. **HOLIDAY ACCRUAL.** Holiday pay shall be computed based on the average number of hours the employee was in payroll status (including hours worked, paid vacation, paid sick leave, compensatory time off, or paid leave of absence) in their previous three (3) pay periods (excluding pay periods containing a holiday or an academic break/seasonal time off). Eligible employees who normally work less than full-time shall have their holiday pay prorated using the above criteria and schedule set forth in Appendix B.
- B. **SUBSTITUTE HOLIDAYS.** After consultation with the Association, College or University administrators may designate a substitute holidays for those listed in Article 11 of the Master Agreement in order to conform with their academic calendars. The college or university shall notify the executive director of the Association of change via regular or electronic mail.

XI. SEASONAL MEMORANDUM OF UNDERSTANDING.

1. **Definition of an Academic Year Seasonal Employee.** An academic year seasonal employee is an employee whose season is equal to the length of the academic year as established by the college/university administration plus, at the administration's discretion, a maximum aggregate total of four (4) weeks before or after the established academic year begins and ends. Such employees shall be considered to have an employment condition of seasonal part-time or seasonal full-time. Academic year seasonal employees are expected to return to work each year.
2. **Summer Employment.** When there is a need for summer work, a separate intermittent unlimited position shall be established. Intermittent unlimited positions established for this purpose will be ongoing and will be posted/filled in accordance with the Master Agreement. Intermittent employees shall be scheduled as needed and acceptance of an intermittent position will not guarantee summer employment in subsequent years. An academic year seasonal employee appointed concurrently to an intermittent unlimited position shall be covered by the MAPE agreement and shall receive paid holidays and accrue vacation and sick leave consistent with the Master Agreement during the intermittent employment.

3. **Employee Notice.** During spring session of each academic year, each seasonal employee shall be provided, in writing, with notice of their schedule for the next academic year, including the start and end dates, seasonal breaks, scheduled holidays and the number of days before or after the academic year that may be used for vacation, compensatory time or alternate holidays. The written notice referenced above shall be provided at least fourteen (14) days prior to the end of the employee's season and shall be in lieu of the seasonal layoff and recall provisions of Article 17, Section 4.
4. The parties agree that employees shall continue to be eligible for insurance benefits during seasonal breaks as provided in Article 20, Section 3D of the Master Agreement.

XII. NEW STAFF DEVELOPMENT JOINT TASK FORCE

A joint taskforce shall be established and composed of eight (8) representatives of the Appointing Authority and eight (8) employee representatives selected by MAPE. The joint taskforce shall be convened by MnSCU Labor Relations and shall be charged with discussing MAPE's participation in planning for individual staff development and campus-wide training. This may include joint participation with other union's activities. The time spent working on this taskforce by MAPE employees shall be paid release time.

N. DEPARTMENT OF NATURAL RESOURCES

1. HOURS OF WORK AND OVERTIME

Article 27, Section 1, shall be supplemented as follows:

COMPENSATORY BANK. The DNR may establish the maximum amount of hours that may be in the compensatory bank at a given time for each division or bureau provided the amount is not less than forty (40) hours nor more than one-hundred and twenty (120) hours. Those hours earned in excess of the compensatory bank maximum shall be liquidated in cash.

The compensatory bank may be liquidated once annually by division or bureau with at least 60 calendar days advance notice to the Association. Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

Article 27, Section 3, shall be supplemented as follows:

- A. **OUT-OF-STATE FIRE FIGHTING.** Overtime will be paid in cash at the rate of time and one-half for out-of-state fire fighting provided the out of state jurisdiction, state or federal, pays similar professional employees at the rate of time and one-half for fire fighting work on the same fire.
- B. **IN-STATE FIRE FIGHTING, DNR JURISDICTION.** Hours worked on wildfire fire fighting activities will be paid in cash at the appropriate overtime rate under Department of Natural Resources Operational Order 93, and any revisions thereof except for Division of Forestry employees who shall be excluded from this provision and shall be compensated per Article 27 of the Master Agreement.

C. **IN-STATE FIRE FIGHTING, FEDERAL JURISDICTION.** Overtime will be paid in cash at the rate of time and one-half for in-state fire fighting federal jurisdiction, provided the federal jurisdiction pays similar professional employees at the rate of time and one-half for fire fighting work on the same fire.

D. **ASSIGNMENT TO OTHER OUT-OF-STATE EMERGENCY INCIDENTS.** Overtime will be paid in cash at the rate of time and one-half for out-of-state emergency response assignments (including natural and man caused disasters) provided the out-of-state jurisdiction state or federal, pays similar professional employees at the rate of time and one-half for working on the same incident.

2. **UNIFORMS.** Article 26 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 DNR Operational Order #33 and any revisions thereof shall be furnished a basic issue of such uniforms by the Appointing Authority in their first year of employment.

For employees designated as Occasional Uniform Use - Group 1, whose uniform components are rendered unwearable in the line of duty shall, with the supervisor's approval, have the unwearable uniform item replaced without cost.

Notwithstanding the provisions of Article 26, Section 1, beginning in the second year of their employment, professional employees of the DNR, except Seasonal Naturalists, may use their uniform allotment of one hundred fifty dollars (\$150.00) annually to purchase replacement uniform items. Seasonal Naturalists' uniform allotment shall be ninety dollars (\$90.00), beginning in their second year of employment. If price of parkas and three-season jackets fluctuate by size and by twenty dollars (\$20.00) or more per individual item, the Appointing Authority shall supplement the uniform allotment by the amount of the actual difference in cost that exceeds the regular price.

The Association President shall appoint a member of the Department Uniform Committee.

3. **SENIORITY.**

CLASS SENIORITY. Article 15, Section 1(B) shall be supplemented and/or modified as follows:

Employees who have served at least four (4) continuous years in an unclassified position in the Department and who are appointed after June 30, 1985, to the same classification in the classified service shall have all uninterrupted service in the unclassified position in the department credited toward classification seniority. The crediting of unclassified service shall not be granted until such time as the employee is appointed to the classified service.

SENIORITY ROSTERS. Article 15, Section 3 shall be supplemented and/or modified as follows:

No later than November 30 and May 31 of each year, the DNR shall prepare and post a current seniority roster on the DNR Intranet. The roster shall list each employee in the order of Classification Seniority; and reflect each employee's date of Classification Seniority, date of State Seniority, and class title and date for all classes in which the employee previously served. The roster shall also identify the type of appointment if other than full-time unlimited, and shall include the class option, if any.

4. **SENIORITY AND LAYOFF AND RECALL.** (Forestry) Article 15, Section 3 and Article 17, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

These provisions shall apply to the following:

Employees of the Forestry Division in the obsolete classifications of NR Specialist 1, NR Specialist 2, NR Forestry Staff Specialist, NR Forestry Soil Specialist, and NR Senior Staff Specialist (Forester) who were reclassified effective October 11 and 12, 1989.

- A. **SENIORITY.** After class seniority has been adjusted according to DNR Supplement Agreement #3, when two (2) or more employees have the same classification seniority date because of the implementation of the results of the above listed classification study, seniority positions in the class to which the employees were reclassified shall be determined by the most recent date of entry into a position in the classified service in the bargaining unit. Should a tie still exist, seniority positions shall be determined by state seniority and then by lot.
- B. **LAYOFF AND RECALL.** If an employee is issued a permanent layoff notice his/her seniority in the classes that become obsolete due to the classification study shall count for bumping purposes in the following manner.
- For purposes of layoff and recall, if none of the options in Article 17, Section 3A4a are available to the employee, the employee's seniority in obsolete classes shall count toward time served in the new classes for bumping to the lower new classes in accordance with the following chart:

<u>TIME SPENT AS</u> <u>(Obsolete Classes)</u>	<u>CONVERTS TOWARD TIME IN</u> <u>(New Classes)</u>
Division of Forestry	
NR Specialist 1 (Forester)	NR Forestry Specialist
NR Specialist 2 (Forester)	NR Forestry Specialist, Int.
NR Forestry Staff Spec.	NR Forestry Specialist, Senior
NR Forest Soil Specialist	NR Forestry Specialist, Senior
NR Senior Staff Specialist (Forester)	NR Forestry Regional Specialist

- Forestry employees who were reallocated to a supervisory class from an Association represented class as a result of the 1989 study shall also receive seniority credit for time served in obsolete classes according to the above chart for purposes of bumping.
- C. **OTHER PROVISIONS.** The other provisions of the May 24, 1990 MOU relating to the appointment of district foresters and the April 22, 1992 MOU relating to the Trails and Waterways study and seniority rosters shall remain in effect for the duration of this Agreement.
- SENIORITY (FISH AND WILDLIFE).** The July 14, 1989 letter relating to seniority tie breaking after class studies will remain in effect for the duration of this Agreement, but only as it applies to the April 29, 1987 Fish and Wildlife study.
 - INTEREST BIDDING FROM SEASONAL LAYOFF (PARKS).** Article 16, Section 3, shall be supplemented and/or modified as follows:

Permanent non-probationary seasonal classified employees in the Interpretive Naturalist 1 (Parks) classification who are on seasonal layoff may interest bid on the filling of seasonal Interpretive Naturalist 1 (Parks) vacancies by submitting a written application to the Appointing Authority on or before the expiration of the posting to receive consideration. The employer is not responsible for providing any notice regarding these vacancies other than the posting required in the Master Agreement. Seasonal employees may apply for interest bid consideration prior to the posting for the next season by writing to the Park Manager.

June 18, 2007

Ms. Jane Richey, Business Agent
MN Association of Professional Employees
3460 Lexington Avenue North
Shoreview, MN 55126-8072

Dear Jane:

By June 30, 2009, the Appointing Authority will review and update Operational Order #93, Overtime Reimbursement for Wildfire Suppression. The review will include but not be limited to a review of the task lists and compliance with Federal FLSA regulations.

Sincerely,

Patricia Burt
Assistant Administrator
Bureau of Human Resources
651-259-5309

O. **POLLUTION CONTROL AGENCY**

ELECTRONIC COMMUNICATIONS

The employer shall make available to the Association the use of the Electronic Mail and Bulletin system for the communication of official Association business. The PCA may utilize the system for posting vacancies in the MAPE unit, in lieu of posting on bulletin boards. Where access to terminals is an issue, copies of the postings will be made by a designated person and posted in that office or made available to the affected employees. Vacancies shall continue to be posted on the central personnel office bulletin board for MAPE positions and the MAPE office shall continue to be notified as per the Master Agreement.

PAY DIFFERENTIAL

In the event of major spills, bargaining unit members may be designated by the Commissioner of PCA as "Agency Response Commanders." Additional responsibilities and authorities such as planning, assigning, and directing work of other staff may be assigned to the employee. The additional duties of the response commander may be verbally described to the employee by the Commissioner or his/her designee, who shall also provide timely written description of the additional duties. During the course of said designation, the employee shall be paid at the rate of one step higher than their normal pay rate, or to the minimum of the pay range for the supervisory classification Pollution Control Site Response Supervisor, whichever is greater.

P. **DEPARTMENT OF PUBLIC SAFETY**

STATE FIRE MARSHAL'S DIVISION

EXPENSE ALLOWANCES. Article 18, Section 5, of the Master Agreement shall be modified as follows:

Late Night Meal. Late night meal reimbursement in the amount of ten dollars (\$10.00) as verified by receipt may be claimed only if the employee is on duty serving on a crime scene processing team and works four (4) hours between the hours of 7:00 p.m. and 6:00 a.m.

Article 18, Section 6, of the Master Agreement shall be modified as follows:

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

ON-CALL. Article 25, Section 2 of the Master Agreement shall be modified for Twin Cities metropolitan area employees of the State Fire Marshal Division as follows:

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

2. An employee who is instructed to remain in an on-call status shall receive eight (8) hours of overtime compensation for being in on-call status for the week-end for the purpose of conducting required fire investigations.
3. This understanding applies only to the hours between the end of the employee's scheduled shift on Friday and the beginning of the employee's scheduled shift on Monday.

BUREAU OF CRIMINAL APPREHENSION, FORENSIC SCIENCE LABORATORY

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS. Article 6, Section 6 of the Master Agreement shall be modified as follows:

In each fiscal year, the Appointing Authority shall reimburse Forensic Scientists 1, 2, and 3 for professional dues in job related organizations up to two hundred fifty dollars (\$250.00) providing such employee presents the Department of Public Safety with a voucher indicating prior employee payment.

PROFESSIONAL CERTIFICATION. Effective July 1, 2003 and dependent upon the availability of funds and the operational needs of the Forensic Science Laboratory, the Appointing Authority may provide a lump sum payment of five hundred dollars (\$500.00) to employees in the Forensic Scientist classifications who become certified by a recognized professional forensic certifying body. The certification must be related to the Forensic Scientist's current forensic specialty assignment.

ON-CALL. Article 25, Section 2 of the Master Agreement shall be modified as follows:

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

An employee who is instructed to remain in an on-call status for the purpose of serving on a crime scene processing team shall receive fifteen (15) hours of overtime compensation for being in on-call status for a seven (7) day period. An additional four (4) hours of overtime compensation shall be granted for each legal holiday that occurs within this period.

COMPENSATORY BANK. Article 27, Section 6 of the Master Agreement shall be modified as follows:

The maximum number of hours that may be in the compensatory bank is eighty (80). However, the Appointing Authority may approve a request to carry over up to eighty (80) hours of compensatory time, in lieu of Employer mandated liquidation. Such carry over, when utilized, shall be paid at the hourly rate at which it was earned.

EXPENSE ALLOWANCES. Article 18, Section 5 of the Master Agreement shall be modified as follows:

Late Night Meal. Late night meal reimbursement in the amount of ten dollars (\$10.00) as verified by receipt may be claimed only if the employee is on duty serving on a crime scene processing team and works four (4) hours between the hours of 7:00 p.m. and 6:00 a.m.

CLOTHING. The parties agree to meet and confer regarding issues over clothing and protective wear.

Q. **DEPARTMENT OF REVENUE**

SENIORITY AND VACATION ACCRUALS. Article 15 of the Master Agreement is modified as follows:

State Seniority for all full-time or part-time unlimited employees of the Department of Revenue working on July 1, 1989, shall include actual time worked as a seasonal employee in the Department of Revenue prior to becoming full-time or part-time unlimited employees, provided such time was unbroken by failure to work consecutive seasons and provided the Employer is notified in writing by said employees during the month of September, 1989.

For those employees whose State Seniority is changed pursuant to this section, length of service for purposes of vacation accrual rate calculations shall also be adjusted by an equal number of months of service. Such adjustments to seniority and length of service shall be prospective in effect.

VACANCIES, FILLING OF POSITIONS. Article 16, Section 3, Job Posting and Interest Bidding, of the Master Agreement shall be supplemented and/or modified as follows:

The posting of a vacancy shall not be required if the Appointing Authority offers the vacancy to a seniority unit employee who has received notice of permanent layoff from the same or a transferable or higher classification, or if a vacancy in the same job class, same work unit, same supervisor, and with substantially the same job duties, was posted within the previous thirty (30) days. If no interest bids were received on the original vacancy, the Appointing Authority shall proceed to fill the subsequent position through other means. If interest bids were received on the original vacancy, the Appointing Authority shall consider the remaining interest bidders for the subsequent vacancy, in accordance with Article 16, Section 4, of the Master Agreement.

LAYOFF AND RECALL. (Relationship Between Out of State Offices and Offices in Minnesota)

Article 17, Layoff and Recall, Section 3(A)(4)(b) shall be supplemented and/or modified as follows:

Options more than thirty-five miles from the employee's current work location:

- (1) Accept a vacancy in the same or an equal 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.
- (2) Bump the least senior employee in the same or an equal or lower class or class option in which the employee previously served.
 - a. If the employee receiving notice of layoff is permanently assigned within the State of Minnesota and the least senior employee on a seniority unit wide basis (within and outside the State of Minnesota) in the same, or an equal or lower class or class option in which the employee previously served is permanently assigned to an out-of-state office, the employee receiving notice may choose between bumping the least senior employee in the out-of-state office or bumping the least senior employee within the State of Minnesota.
 - b. If the employee receiving notice of layoff is permanently assigned to an out-of-state office, the provisions of Article 17 shall apply as written in the master agreement.

All other provisions of Article 17, Layoff and Recall, shall apply.

In all cases the employee who is bumping must have more classification seniority, as determined by Article 15 (Seniority) than the employee they bump.

HOURS OF WORK AND OVERTIME. Article 27, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employees in a Revenue Tax Specialist job classification who are assigned to an out-of-state audit assignment shall receive eight (8) hours of compensatory overtime for each such assignment if:

1. The assignment includes at least seven (7) consecutive working days; and
2. The employee is required to be away from home at least one (1) full weekend.

This compensatory overtime shall be administered and liquidated in accordance with all applicable provisions of Article 27, Section 6 of the Master Agreement.

FLEX-TIME. The Appointing Authority and the Association shall meet and confer on flex-time plans. Both parties recognize the need to be in compliance with the Fair Labor Standards Act.

WAGES (OUT-OF-STATE OFFICES). Article 24 of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Differential.

Each employee of the Department of Revenue in the Revenue Tax Specialist classification series who is permanently assigned to one of the out-of-state office locations listed below shall be paid a differential. The differential shall be a percentage of the employee's hourly base rate of pay, rounded to the nearest cent per hour, and shall be included in all payroll calculations, including periods of paid leave. For the purpose of determining any change in salary pursuant to the provisions of Article 24, the differential shall be removed from the employee's current rate of pay and recomputed upon the employee's new hourly base rate of pay.

The differentials for existing locations shall be as follows:

<u>Location</u>	<u>Differential prior to 2001-2003</u>	<u>Differential effective 2001</u>	<u>Differential effective 2003</u>	<u>Differential effective 2005</u>	<u>Differential effective 2007</u>
Atlanta	20 percent	10 percent			
Boston		30 percent			
Chicago	20 percent	20 percent			
Cleveland	15 percent	No differential			
Dallas	15 percent	No differential			
Denver		10 percent			
Des Moines			No differential		
Detroit			No differential		
Los Angeles	30 percent	30 percent			
Louisville, KY				No differential	
Madison			No differential		
Milwaukee		No differential			
New York/New Jersey	30 percent	30 percent			
St. Louis	15 percent	No differential			
San Francisco	30 percent	30 percent			
Seattle		10 percent			15 percent
Tampa			No differential		
Washington, D.C.	30 percent	30 percent			

If additional offices are established by the Department of Revenue during the life of this agreement, the amount of differential, if any, for that location shall be determined by the Employer, who shall meet and confer with the President of the Association before any new differential is implemented.

Section 2. Progression.

Eligibility for and dates of progression increases for employees assigned to out-of-state offices shall be governed by the provisions of Article 24.

Section 3. Changes in Work Location.

Subsequent to the effective date of this agreement, employees who accept positions in an out-of-state location shall be paid at the appropriate step of the salary range as determined by the Master Agreement plus any applicable differential established under the provisions of Section 1 of this supplemental agreement.

Subsequent to the effective date of this agreement, employees who relocate from one out-of-state location to another out-of-state location shall receive the differential which applies to the new location.

Subsequent to the effective date of this agreement, employees of an out-of-state location who accept positions within the geographic boundaries of the State of Minnesota shall cease to be paid any differential provided by this supplemental agreement.

The necessity of an addition, recomputation or cessation of a differential shall be determined by the Employer. The Employer shall meet and negotiate the amount of the differential and its effect on current employees. The effective date of any change in salary due to the addition, recomputation or cessation of a differential under the provisions of this section shall be the effective date of the new Agreement, or the effective date of employment in a new location. Employees working at the time of implementation of the 2001-2003 Agreement shall continue to receive their current differential as long as they remain employed in the same location. Employees accepting initial appointments with the State of Minnesota shall be paid the appropriate differential effective on the date of the appointment.

EXPENSES. Article 18, Expenses, of the Master Agreement shall be supplemented and/or modified as follows:

Employees of the Department of Revenue, who purchase monthly or weekly public transportation passes and who are required to travel by personal automobile directly from their home to a work site on a work assignment without going to their office, shall be reimbursed for the pro rata share of such passes for each day this occurs during a period in which the pass is in effect. This provision shall not apply for any training and development activity or internal administrative meetings. The reimbursement shall be in addition to any normal mileage reimbursement provided for by the Master Agreement.

Employees in travel status to an out-of-state assignment which includes at least seven (7) consecutive working days and the employee is required to be away from home at least one (1) full weekend, shall be allowed the actual cost not to exceed twenty-five dollars (\$25.00) per week for laundry and dry cleaning for each week after the first week. Receipts are required for any amount over five dollars (\$5.00) per trip.

TOLL CHARGES. Employees shall not receive reimbursement for toll charges incurred while commuting between their home and a permanent work location.

When an employee does not report to his/her permanent work location during the day or makes business calls before or after reporting to his/her permanent work location or during the work day, toll charges shall be reimbursed only to the extent that they exceed the toll charges incurred during the normal commute to/from the employee's residence and his/her permanent work location.

CPA EXAMINATION. Effective July 1, 2001, and dependent upon the availability of funds and the operational needs of the Department of Revenue, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1,000) to employees in the classes of Revenue Tax Specialist, Revenue Tax Specialist Intermediate, Revenue Tax Specialist Senior, and Revenue Tax Specialist Principal who receive notification of passing all four parts of the CPA examination, provided the employee is in good standing with the department. The employee must be employed with the Department of Revenue at the time that at least one section of the examination is taken and passed. For employees in these classes who pass all four parts of the CPA examination and remain employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the CPA examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000), provided the employee is in good standing with the department.

Employees who received notification of passing all four parts of the CPA examination, with at least one section having been taken and passed while employed at the Department of Revenue, and who received such notification up to one (1) year prior to the effective date of this Agreement, are ineligible for the initial lump sum payment. However, the Appointing Authority may provide the second lump sum payment of one thousand dollars (\$1,000) provided the employee remains employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the CPA examination and provided the employee is in good standing with the department.

Employees who received notification of passing all four parts of the CPA examination more than one (1) year prior to the effective date of this agreement, or prior to being employed by the Department of Revenue, shall be ineligible for both of the lump sum payments.

CONTINUING EDUCATION. Dependent upon the availability of funds and the operational needs of the Department of Revenue, the Appointing Authority may provide on-going continuing education courses for employees with professional certifications. These courses will be open to all employees of the agency, although preference may be given to those employees holding professional certifications that require specific courses for renewal of the certification.

The Appointing Authority will make an effort to ensure that the subject matter of the continuing education courses is based on the proportion of professional certifications held by Department of Revenue employees.

In consultation with the Association, the Appointing Authority will determine which classes will be offered to employees.

The Appointing Authority agrees to provide reasonable support to ensure that classes will be accepted by the respective certification boards. This support includes complying with National Association of State Boards of Accountancy (NASBA) standards in the planning, performance, and administration of training courses. Individual employees will be provided documentation summarizing classes they have attended onsite that meet NASBA standards.

The Appointing Authority further agrees to make a good faith effort to obtain membership in the NASBA.

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding associated with the classification merger which resulted in the creation of the Revenue Tax Specialist class series, with an effective date of March 8, 1995, shall remain in effect for those employees covered by Section 4, Tax Examiner Classification Series Conversion. A copy of the MOU can be found in the Department of Revenue Human Resource Office, at MAPE Central Office, or in prior contracts.

R. DEPARTMENT OF TRANSPORTATION

SENIORITY. Article 15, Seniority, shall be supplemented and/or modified as follows:

Real Estate Associate. "Classification Seniority" for the class of Real Estate Representative is defined as the length of continuous service in the classes of Real Estate Associate and Real Estate Representative.

S. **VETERANS AFFAIRS**

MINNEAPOLIS AND HASTINGS VETERANS HOMES. The provisions of Article 27 of the Master Agreement are supplemented as follows:

The total compensation granted to 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 and eleven (11) hours at the appropriate overtime rate, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

APPENDIX H
PROHIBITION OF SEXUAL HARASSMENT

It is agreed by the Employer and the Association 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; or
- 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; and the Employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

Sexual harassment complaints shall be processed pursuant to the Appointing Authority's affirmative action complaint procedure. The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to Association participation unless the complaining employee requests in writing that the Association not be notified. The complainant shall have the right to Association representation. The Agency Affirmative Action Officer/Designee shall inform the complaining employee of this right, and any employee waiving this right must do so in writing. Further, the Employer and Association 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 shall be sent by the affirmative action officer to the Association unless the complaining employee requests that the Association not be notified. 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 shall conduct a preliminary investigation within two (2) calendar days or reasonable extension thereof. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority 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 the time limits set forth in the affirmative action complaint procedures, but not to exceed thirty (30) days, the Appointing Authority 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 not waived the Association's involvement in the complaint, the Association's representative as well as the complainant shall be provided a written summary of the finding and resolution. The Association and Employer agree that reprisal against the complaining employee or a witness is prohibited. The provisions of this Appendix are not subject to the provisions of Article 9 of the Master Agreement between the Association and the Employer except that the Association may grieve the initial implementation of the complaint procedure found in the Appendix.

Unresolved complaints may be filed with the Minnesota Department of Human Rights within one year of the occurrence of the alleged harassment.

Nothing herein shall be construed as limiting in any way an employee's right to file a charge of sexual harassment with the Minnesota Department of Human Rights, the Federal Equal Employment Opportunity Commission, or an appropriate court.

**APPENDIX I
AFFIRMATIVE ACTION COMMITTEE**

The Committee shall be composed of up to eight (8) persons designated by the Employer and up to eight (8) persons designated by the Association.

The Committee shall meet as determined by the parties. The 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 the 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;
- Work with ACCESS (Alliance for Collaboration and Cooperation in Employment and State Services), the Diversity Action Council and the Office of Diversity to develop statewide anti-discrimination and diversity training; and
- Other affirmative action issues of mutual concern.

**APPENDIX J
EMPLOYEE DRUG AND ALCOHOL IN THE WORKPLACE POLICY**

1. **INTRODUCTION.** This drug and alcohol testing policy is intended to conform to state law as set forth in Minnesota Statutes 181.950, et. seq., and is as follows:

2. **DEFINITIONS**

- A. **"Confirmatory Testing"** and **"Confirmatory Retest"** mean a drug or alcohol test that uses a method of analysis approved by the Commissioner of Health as being reliable for providing specific data as to the drugs, alcohol, or their metabolites detected in an initial screening test.
- B. **"Drug"** means a controlled substance as defined in Minnesota Statutes 152.01, subd. 4.
- C. **"Drug and Alcohol Testing"**, **"Drug or Alcohol Testing"**, and **"Drug or Alcohol Test"**, mean analysis of a body component sample approved by the Commissioner of Health, including blood and urine, for the purpose of measuring the presence or absence of drugs, alcohol, or their metabolites in the sample tested.

- D. "**Initial Screening Test**" means a drug or alcohol test which uses a method of analysis approved by the Commissioner of Health as being capable of providing data as to general classes or drugs, alcohol, or their metabolites.
- E. "**Positive Test Result**" means a finding of the presence of alcohol or drugs or their metabolites in the sample tested in levels at or above the threshold deduction levels set by the Commissioner of Health by rule.
- F. "**Under the Influence**" for the purpose of testing, means having the presence of a drug or alcohol at or above the level of a positive test result.
- G. "**Probable Cause**" means first hand observations or reliable information that the employee is under the influence of drugs or alcohol, or is unlawfully manufacturing, distributing, dispensing, possessing, transferring or using a controlled substance.
- H. "**Valid Medical Reason**" means, 1) a written prescription, or an oral prescription reduced to writing, which satisfies the requisites of Minnesota Statutes 152.11, and names the employee as the person for whose use it is intended; and, 2) the drug was prescribed, administered, and dispensed in the course of professional practice by or under the direction and supervision of a licensed doctor, as described in Minnesota Statutes 152.12; and, 3) the drug was used in accord with the terms of the prescription. Use of any over the counter medication in accord with the terms of the product's directions for use shall also constitute a valid medical reason.

3. **PERSONS SUBJECT TO TESTING.** All employees are subject to testing under applicable sections of this policy. However, no person will be tested for drugs or alcohol under this policy without the person's consent. The Appointing Authority will request or require an individual to undergo drug or alcohol testing only under the circumstances described in this policy.

4. **CIRCUMSTANCES FOR DRUG OR ALCOHOL TESTING**

Probable Cause Testing. The Appointing Authority may request or require an employee to undergo drug and alcohol testing if the Appointing Authority has probable cause related to the performance of the job that the employee:

- 1. is under the influence of drugs or alcohol while the employee is working or while the employee is on the Appointing Authority's premises or operating the Appointing Authority's vehicle, machinery or equipment; or,
- 2. has violated the Appointing Authority's written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol insofar as the work rules apply to on-duty conduct.

5. **REFUSAL TO UNDERGO TESTING**

- A. **Right to Refuse:** Employees have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing requested or required by the Appointing Authority, no such test shall be given.
- B. **Consequences of Refusal:** If any employee refuses to undergo drug or alcohol testing requested or required by the Appointing Authority, the employee may be subject to possible discipline or discharge.

Refusal to sign the Drug and Alcohol Screen Exam Consent Form shall be deemed a refusal to test and the employee may be subject to possible discipline or discharge.

Once the consent form has been signed, the employee must cooperate fully with the persons administering the test. Failure to do so may result in disciplinary action or discharge.

Any discipline given pursuant to this section may be grieved under Article 9.

- C. **Refusal on Religious Grounds:** No employee who refuses to undergo drug or alcohol testing of a blood sample upon religious grounds shall be deemed to have refused unless the employee also refuses to undergo drug or alcohol testing of a urine sample.

6. **PROCEDURE FOR TESTING**

- A. **Notification Form:** Before requesting an employee to undergo drug or alcohol testing, the Appointing Authority shall provide the individual with a form on which to 1) acknowledge that the individual has seen a copy of the Appointing Authority's drug and alcohol testing policy, and 2) indicate any over-the-counter or prescription medications that the individual is currently taking or has recently (within the last month) taken, and any other information relevant to the reliability of, or explanation for, a positive test result, and 3) indicate consent to undergo the drug and alcohol testing. This shall be done on the Drug and Alcohol Screen Exam Consent Form. Upon request and whenever practicable, the employee is entitled to an Association Representative at the point the Appointing Authority requests or requires the employee to be tested.
- B. **Test Sample:** The test sample shall be obtained in a private setting, and the procedures for taking the sample shall ensure privacy to employees to the extent of practicable, consistent with preventing tampering with the sample, and shall conform with applicable rules of the Commissioner of Health. All test samples shall be obtained by or under the direct supervision of a health care professional from a medical facility of the Appointing Authority's selection. However, such facility cannot be a state owned or operated medical facility.
- C. **Identification of Samples:** Each sample shall be sealed into a suitable container free of any contamination that could affect test results, be immediately labeled with the subject's social security number, be initialed by the subject, and be signed and dated by the person witnessing the sample.
- D. **Chain of Custody:** The Appointing Authority shall maintain a written record of the chain of custody of the sample and ensure proper handling thereof, and comply with the rules adopted by the Commissioner of Health pertaining to chain of custody; until the rules are adopted by the Commissioner, the written record shall include a signature of each person accepting transfer of the sample, the date and time of the transfer, and a notation about the condition of the seal at the time of the transfer.
- E. **Laboratory:** All drug or alcohol testing shall use the services of a testing laboratory licensed by the Commissioner of Health or qualifying under the transitional laboratory requirements set forth in Minnesota Statutes; however no test shall be conducted by a testing laboratory owned and operated by the state.
- F. **Methods of Analysis:** The testing laboratory shall use methods of analysis and procedures to ensure reliable drug and alcohol test results including standards for initial screening tests and confirmatory tests. The method of analysis shall use immuno-chemical technology or chromatography for initial screening tests, and confirmation must be gas chromatography/mass spectrometry, except that where gas chromatography/ mass spectrometry is not the scientifically accepted method of choice, the test must be confirmed by a method using some form of chromatography.

- G. **Retention and Storage:** Retention and storage procedures shall comply with the rules adopted by the Commissioner of Health, and all samples that produced a positive test result shall be retained and properly stored for at least six months.
- H. **Test Report:** The testing laboratory shall prepare a written report indicating the drugs, alcohol, or their metabolites tested for, the types of tests conducted, and whether the test produced negative or positive test results, and the testing laboratory shall disclose that report to the Appointing Authority within three working days after obtaining the final test result.
7. **RIGHTS OF EMPLOYEES.** Within three working days after receipt of the test result report from the testing laboratory, the Appointing Authority shall inform in writing an employee who has undergone drug or alcohol testing of:
- A. A negative test result on an initial screening test or of a negative or positive test result on a confirmatory test;
 - B. The right to request and receive from the Appointing Authority a copy of the test result report;
 - C. The right to request in writing within five (5) working days after notice of a positive test result a confirmatory retest of the original sample at the employee's expense at the original testing laboratory or another licensed testing laboratory of the employee's choice. If the confirmatory retest does not confirm the original positive test result, no adverse personnel action based on the original confirmatory test may be taken against the employee;
 - D. The right to submit information to the Appointing Authority within three working days after notice of a positive test result to explain that result;
 - E. The right of an employee, for whom a positive test result on a confirmatory test was the first such result on a drug or alcohol test required by the Appointing Authority, not to be discharged unless the following conditions have been met:
 - 1) The Appointing Authority has first given the employee an opportunity to participate in, at the employee's expense or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate as determined by the certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency; and
 - 2) the employee has either refused to participate in the counseling or rehabilitation program, or has failed to successfully complete the program as evidenced by withdrawal from the program before its completion or by a positive test result on a confirmatory test after completion of the program.

A determination by the certified chemical use counselor or physician trained in the diagnosis and treatment of chemical dependency that no counseling or rehabilitation program is necessary fulfills the employee's above-specified obligation.
 - F. The right to not 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 confirmatory test;
 - G. The right to not be discharged, disciplined, discriminated against, or required to be rehabilitated on the basis of medical history information revealed to the Appointing Authority concerning the reliability of, or explanation for, a positive test result unless the employee was under an affirmative duty to provide the information before, upon or after hire;

- H. **The right to access to 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 on acquired information;**
- I. The right of an employee who has made a timely request for a confirmatory retest to suffer no adverse personnel action if the confirmatory retest does not confirm the result of the original confirmatory test, using the same drug or alcohol threshold detection levels as used in the original confirmatory test.
8. **ACTION AFTER TEST.** The Appointing Authority will not discharge, discipline, discriminate against, or request or require rehabilitation of an employee solely on the basis of a positive test result from an initial screening testing that has not been verified by a confirmatory test. Where there has been a positive test result in a confirmatory test and in any confirmatory retest, the Appointing Authority will do the following unless the employee has furnished a valid medical reason for the positive test result:
- A. The employee will be referred for an evaluation by a certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If that evaluation determines that the Appointing Authority has a chemical dependency or abuse problem, the employer will give the employee an opportunity to participate in, at the employee's expense, or pursuant to coverage under an employee benefit plan, either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the certified chemical use counselor or a physician trained in the diagnosis and treatment of chemical dependency. If the employee either refuses to participate in the counseling or rehabilitation program, or fails to successfully complete the program, as evidenced by withdrawal from the program before its completion, or by a positive test result on a confirmatory test after completion of the program, the employer may discharge the employee.
- B. Nothing in this policy limits the right of the Appointing Authority to discipline or discharge an employee on grounds other than a positive test result in a confirmatory test.
9. **DATA PRIVACY.** The purpose of collecting a body component sample of blood, breath or urine 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. All data collected, including that in the notification form and the test report, is intended for use in determining the suitability of the employee for employment. The Appointing Authority may refuse to supply the requested data; however, refusal to supply the requested data may affect the person's employment status. The employer will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another 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. All data on the request for a test, the testing, the test results shall be kept separate from the regular personnel files, in locked file cabinets, accessible only by those supervisors, manager, or confidential employees directly involved in the case.

APPENDIX K
STATEWIDE POLICY ON FMLA

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.

This policy is also available on-line at <http://www.mmb.state.mn.us/cmr-prsl/fmlapolicy.pdf>.

1/09

STATEWIDE POLICY ON FMLA

Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA) and the regulations thereunder.

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.

In addition, an eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a "single 12-month period."

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 2009.

"ACTIVE DUTY" 825.126

"Active duty" is defined as duty under a call or order to active duty (or notification of an impending call or order) in support of a contingency operation and includes,

- 1) Retired members of the Regular Armed Forces and members of retired Reserve who retired after completing 20 years of active service;
- 2) All reserve unit component members in case of war or national emergency;
- 3) Unassigned members of the Ready Reserve; and
- 4) The National Guard and state military during war or cases of national emergency as declared by the President or Congress.

"COVERED SERVICEMEMBER" 825.126

This includes the employee's spouse, son, daughter (including employee's biological, adopted, or foster child, step child, legal ward or a child for whom the employee stood in loco parentis), or parent (including employee's biological adoptive, step or foster father or mother or any other individual who stood in loco parentis) on active duty or called to active duty service.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER OR A COVERED SERVICEMEMBER" 825.124 and 825.127

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member or covered servicemember 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 covered servicemembers, or to make arrangements for changes in care, such as transfer to a nursing home.
- 4) The employee may be needed to care for a covered servicemember with a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy or in outpatient status, or otherwise on the temporary disability retirement list.

"HEALTH CARE PROVIDER" 825.125

- 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, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law.
 - Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
 - 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" 825.122

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" 825.122

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.

"NEXT OF KIN" 825.127

The next of kin of a covered service member is the nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority:

- 1) Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- 2) Brothers and sisters;
- 3) Grandparents;
- 4) Aunts and uncles;
- 5) First cousins;

unless the covered servicemember has specifically designated in writing another blood relative for the purposes of military caregiver leave under the FMLA.

"PARENT" 825.122

A biological, adoptive, step or foster 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" 825.122

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

"QUALIFYING EXIGENCY" 825.126

Eligible employees may take FMLA leave while the employee's spouse, son, daughter or parent (the "covered military member") is on active duty or called to active duty for one or more of the following qualifying exigencies:

- 1) **Short notice deployment** – leave to address issues that arise from the fact that a covered servicemember is notified of an impending call or order to active duty seven days or less prior to the date of deployment. Leave under this event can be used for a period of seven calendar days beginning on the date the covered military member is notified of the impending call or order to active duty.
- 2) **Military events and related activities** – leave to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status of the covered military member or to attend family support or assistance programs and information briefings sponsored or promoted by the military, military service organizations or the American Red Cross that relate to the active duty or call to active duty.

- 3) **Children and school activities** – events include:
- (a) Leave to arrange for alternative childcare if the call to duty necessitates a change in existing childcare arrangements.
 - (b) Leave to provide childcare on an urgent immediate basis provided such care arises from the call to active duty.
 - (c) Leave to enroll in or transfer to a new school or day care facility when necessitated by the active duty status.
 - (d) Leave to attend meetings with staff at a school or daycare facility, such as meeting with school officials regarding disciplinary measures, parent-teacher conferences, or meeting with school counselors when such meetings are necessary due to circumstances arising from the call to active duty.
- 4) **Financial and legal arrangements** – events include:
- (a) Leave to make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, obtaining military identification cards or updating a will or living trust.
 - (b) Leave to act as covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military services benefits while the covered servicemember is on active duty and for a period of 90 days following the termination of the covered servicemember's active status.
- 5) **Counseling** – leave to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or for a child, provided that the need for counseling arises out of the active duty or call for active duty.
- 6) **Rest and recuperation** – leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during a period of deployment. Employees may take up to five days for each instance of rest and recuperation.
- 7) **Post deployment activities** – events include:
- (a) Leave to attend ceremonies, reintegration briefing and events or any other official programming or ceremony sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status.
 - (b) Leave to address issues that arise from the death of a covered military member while on active duty status such as meeting and recovering of the body and making funeral arrangements.
- 8) **Additional activities** – Leave to address other events that arise out of the covered military member's active duty or call to active duty status provided that the employer and employee agree that such leave qualifies as an exigency and both agree to the timing and extent of the leave.

"SERIOUS HEALTH CONDITION" 825.114 and 825.115

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** within 30 days of the first day of incapacity, unless extenuating circumstances, by a health care provider, by a nurse 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) **Treatment** by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

The first (or only) treatment visit to a health care provider must be within seven (7) days of the first day of incapacity.

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.

Chronic serious health condition is defined as one which:

(a) Requires periodic visits (defined as at least twice per year) 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**. A period of incapacity which is permanent or long-term due to a 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. Any period of absence to receive multiple treatments (including any period of recovery therefrom) 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, and cosmetic treatments, cold, flu, and earaches without complications are ordinarily excluded.

Specific Inclusions. The following conditions are included in the definition of serious health condition if all the conditions of the FMLA are met:

A. Mental illness

B. Allergies; and

C. Substance abuse. 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. 825.119

"SERIOUS INJURY OR ILLNESS OF A COVERED SERVICE MEMBER" 825.127

An injury or illness incurred by a covered service member in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

"SON" OR "DAUGHTER" 825.122

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 at the time that FMLA leave is to commence.

"SPOUSE" 825.122

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" 825.123

Where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act. A person who must be absent to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions during the absence for the treatment.

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least 12 months. The 12 months need not be consecutive, provided the employee's prior service occurred within the last seven years or, if the break in service was longer than seven years, was due to the employee's duty to fulfill his or her National Guard or Reserve military service obligation.
2. In addition, 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. An employee returning from fulfilling his or her National Guard or Military obligation shall be credited with the hours of service that would have been performed but for the period of military service.

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 spouse, son or daughter, or parent with a serious health condition.
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.
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.
 - a) In order to care for a covered service member, the eligible employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.
 - b) Under this provision, employees are entitled to 26 weeks of leave during a single 12-month period.
 - c) The single 12-month period begins on the first day the eligible employee takes FMLA to care for the covered servicemember and ends 12 months after that date.
 - d) If the member does not take the full 26 weeks during the single 12-month period, any remaining part of the 26 weeks is forfeited.
 - e) Leave entitlement is to be applied on a per covered servicemember, per injury basis, thus entitling an employee to more than one period of 26 weeks of leave if the leave is to care for same service member with a subsequent injury or illness or if it is to care for a different covered service member, except that no more than 26 workweeks of leave may be taken in a single 12-month period.

- f) An eligible employee is entitled to combine a total to 26 weeks of leave for any FMLA qualifying reason during the single 12-month period provided that the employee is entitled to no more than 12 weeks of leave for one or more of the following:
- i. Birth of son or daughter
 - ii. Placement of son or daughter with the employee for adoption or foster care
 - iii. To care for a spouse, son, daughter or parent who has a serious health condition
 - iv. Because of the employee's own serious health condition.
 - v. Because of a qualifying exigency.

C. Employer's Response to the Employee's Request for FMLA Leave

When an employee requests FMLA qualifying leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave. In addition, each time an eligibility notice is given, 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. Any certification requirements (of a serious health condition, serious injury or illness or qualifying exigency) and the consequences of failing to furnish such certification.
4. Employee's right to use paid leave, whether the employer requires the substitution of paid leaves, and the employee's right to take unpaid leave if the employee does not meet the requirements for paid leave.
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 after taking the leave.
7. The employee's rights to maintenance of benefits and restoration to the same or an equivalent job upon return from FMLA leave.
8. The employee's status as a "key employee" and its potential consequences.

D. Certification Requirements

1. In most cases, the Appointing Authority will request that an employee furnish certification where the requested leave is to care for a covered family member with a serious health condition or due to the employee's own serious health condition.
2. The Appointing Authority may require that an employee's leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness be supported by a certification;

3. In most cases, the Appointing Authority will request the certification at the time the request for leave is made, or in the case of an unforeseen leave, within five (5) business days after the leave commences. However, the Appointing Authority may request a certification at some later date if it has reason to question whether the leave is appropriate or its duration.
4. If the Appointing Authority finds that any certification is incomplete or insufficient, it will advise the employee, and will state what additional information is needed.
5. If the required certification is not provided, the taking of the leave may be denied. In all cases it is the employee's responsibility to provide a complete and sufficient certification.
6. The Appointing Authority may request a fitness for duty certificate upon the employee's return to work.

E. Designating Leave and Required Notices

When the employer has enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g. after receiving a completed certification), the employer must notify the employee of its determination within five (5) business days absent extenuating circumstances. If the employer is designating the leave as FMLA-qualifying, this notification should include the following:

1. The amount of the leave counted against the employee's leave entitlement, including, if known, the number of days, hours or weeks that will be counted.
 - a. If it is not possible to provide the amount because the need for the leave is unscheduled, the employee has the right to request this information but not more often than once in a 30-day period and only if leave was taken during that period.
2. Whether the employer will require paid leave to be substituted for unpaid leave, and that paid leave taken will be counted as FMLA leave.
3. Whether the employer will require the employee to provide a fitness-for-duty certification, and whether the fitness-for-duty certification must address the employee's ability to perform the essential functions of the job.

If the employer determines that the leave will not be designated as FMLA-qualifying (e.g. the leave is not for a reason covered by the FMLA or the FMLA leave has been exhausted), the employer must notify the employee of that determination.

Retroactive Designation: The employer may retroactively designate leave as FMLA with appropriate notice to the employee, provided that its failure to timely designate the leave does not cause harm or injury to the employee. In all cases, the employee and employer may mutually agree that leave be retroactively designated as FMLA leave.

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., medical 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 (e.g., for the employee's own serious health condition). The employer shall only require an employee to use vacation 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 time counts toward the twelve (12) weeks of FMLA qualifying leave.**
- C. Complying with notice/call-in policies of the Appointing Authority. An Appointing Authority may require an employee to comply with its usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to comply may result in the delay or the denial of the 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 returned 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) Premium payments of employee benefits.

- (g) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
- (h) Records and documents relating to medical certifications or medical histories of employees or employees' family members, which shall be maintained in separate confidential files.

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 and applicants for employment would normally expect to find official notices, and may also be posted electronically, provided that it is in a conspicuous place on the Appointing Authority's website and is accessible to both applicants and current employees.
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 and to each new employee upon hire.

C. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

1. Internal

- a) Contact their Human Resources office, or;
- b) Contact their 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 or on the Department of Labor's website.
 - (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.

- (1) If the employee files a private lawsuit, it must be filed within two (2) years of the alleged violation of the Act, or three (3) years if the violation was willful.

1/09

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.
- e) Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- f) To care for a covered service member who became ill or was injured as a result of active duty service.

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 the leave is to care for a covered service member who became ill or was injured as a result of active duty or call to active duty service, refer to question No. 5.

If a husband and wife both work for the State, refer to Question Nos. 6 and 7.

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. 9.

5. *How much time may an employee take as FMLA qualifying leave to care for a covered service member who became ill or is injured as a result of active duty or call to active duty service?*

Eligible employees may take up to 26 weeks within a single 12-month period. The 12 month period begins on the date the employee first takes FMLA leave to care for the covered service member and ends 12 months after that date.

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.
 - d) Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
7. *If both husband and wife are State employees, are they both eligible for 26 weeks of FMLA qualifying leave to care for a covered service member who becomes ill or is injured as a result of active duty or active duty service?*

Yes. However, a husband and wife can take only a combined total of 26 weeks of FMLA qualifying leave during a single twelve month period.

8. *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).

9. *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. 8 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.

10. *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, for the serious health condition of the employee's spouse, son, daughter, or parent, or to care for a covered servicemember with a serious injury or illness 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. If the need for intermittent leave or a reduced schedule is documented by the employee's or family member's health care provider as "medically necessary", such leave shall be granted. Intermittent leave for the birth/placement of a child may be granted at the discretion of the Appointing Authority. The Appointing Authority's agreement is not necessary if the mother has a serious health condition in connection with the birth or if the newborn child has a serious health condition.

Leave due to a qualifying exigency may be taken on an intermittent or reduced schedule basis.

11. *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.

12. *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 make a reasonable effort 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.

13. *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 to such an extent that the employer is unable to determine with any certainty the number of hours the employee would have worked, a weekly average of the hours scheduled over the 12 months prior to the beginning of the leave period is used to calculate the employee's leave entitlement.

14. *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)?" An employee giving notice of the need for FMLA leave must explain the reasons for the needed leave so as to allow the Appointing Authority to determine whether it is qualifying.
- 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.
- c) If the employee fails to explain the reason, leave may be denied.

15. *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.

16. *Can an FMLA qualifying leave extend an employee's period of employment?*

No.

17. *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.

18. *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.

19. *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 as FMLA qualifying leave.

20. *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 the family member's health care provider.

21. *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.

22. *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.

23. *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.

24. *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.

25. *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 health/dental insurance 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.

26. *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.

27. *What can employees do if they 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.

28. *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.

29. *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.

30. *If an employee is on a non-medical leave of absence that also qualifies as an FMLA-protected leave, should that employee's leave accrual date be adjusted?*

No. Accrual dates shall not be adjusted for employees on FMLA-qualifying leaves whether medical or not.

31. *Do employees earn sick and vacation accruals when they are on unpaid FMLA-qualifying leaves?*

No. Employees only earn sick and vacation accruals when they are in a paid status. In addition, an employee being paid less than eighty (80) hours in a pay period due to an FMLA-qualifying unpaid leave will have his/her sick/vacation accruals prorated.

32. *Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?*

Only if they are in a paid status on the normal work day before and after the holiday.

33. *Does workers' compensation leave count against an employee's FMLA leave entitlement?*

It can. FMLA qualifying leave and workers' compensation leave may run concurrently, provided the reason for the absence is due to a qualifying serious illness or injury, and the employer properly notifies the employee in writing that the leave will be counted as FMLA leave.

34. *Can an employer count missed overtime hours against the employee's FMLA entitlement?*

Yes, if an employee would normally be required to work overtime, but is unable to do so because of an FMLA-qualifying reason that limits his/her ability to work overtime, the hours which the employee would have been required to work may be counted against the employee's entitlement (e.g., employee normally would be required to work 48 hours, but due to a serious health condition, can only work 40 hours. The employee would use 8 hours of FMLA-protected leave). Voluntary overtime hours that an employee does not work due to the FMLA reason may not be so counted.

For more information, contact human resources or your union representative.

APPENDIX I
HIGH COST CENTERS FOR MEAL REIMBURSEMENT

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

**APPENDIX M
STATUTORY LEAVES**

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
43A.187	Blood Donation Leave
43A.321	Volunteer Firefighters and Rescue Workers
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave
181.945	Bone Marrow Donation Leave
181.9456	Organ Donation Leave
181.946	Leave for Civil Air Patrol Service
181.947	Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service
181.948	Leave to Attend Military Ceremonies
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 or General Election, or an Election for United States Senator or United States Representative, or Election for State Senator or State Representative

DOER Department
of Employee
Relations 

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www.doer.state.mn.u

August 20, 1999

Jim Monroe
Executive Director
411 Main Street - Room 400
St. Paul, MN 55102

Dear Mr. Monroe:

This letter is to reconfirm the agreement we reached during previous rounds of contract negotiations. The Employer agrees to facilitate the return of Association Presidents to their Appointing Authorities after completing their leaves to serve the Association.

Such facilitation shall include but not be limited to the following issues:

- 1) classification;
- 2) specific position and location; and
- 3) appropriate wage level.

Sincerely,



Paul A. Larson
Assistant State Negotiator
Department of Employee Relations

DOER Department
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August 20, 1999

Jim Monroe, Executive Director
Minnesota Association of Professional Employees
411 Main Street
Saint Paul, MN 55102

Dear Jim:

During negotiations for the 1995 - 1997 and the 1997 - 1999 contracts between the State of Minnesota and the Minnesota Association of Professional Employees, the issue of rights of and protections for MAPE employees who perform representation duties and/or file grievances through the Association arose. Such activities include, but are not limited to, work on negotiation teams for the contract, filing or processing grievances, representing employees during investigations and general informational duties as an Association Representative.

The contractual provisions for these activities are listed in the contract in Article 4, Section 3; Article 7, Section 7; Article 8, Section 2; and Article 9, Section 2C. Leaves and release time granted under these provisions are to be considered as approved time away from work. Additionally, Minnesota Statute 179A.06 provides these rights of employees under law and Minnesota Statute 179A.13(1) establishes an unfair labor practice for "... interfering, restraining, or coercing employees in the exercise of the rights guaranteed in Sections 179A.01 through 179A.25."

In sum, the law and the contract provide considerable protection for employees who file grievances or represent bargaining unit members covered by the MAPE contract.

Employees exercising these rights, however, are required to notify and receive approval from their Appointing Authorities prior to taking the necessary and/or contractually provided time off.

I hope this letter serves to delineate protection provisions for your bargaining unit members under both law and contract.

Sincerely,



Paul A. Larson
Assistant State Negotiator
Department of Employee Relations

DOER Department
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July 26, 2001

Jim Monroe, Executive Director
Minnesota Association of Professional Employees
411 Main Street
St. Paul, MN 55102

Dear Jim:

Consistent with the mission and needs of the State, the parties recognize the need to maintain a premiere professional workforce and that this is done by retaining highly skilled employees. The Appointing Authority and the Association shall work together to achieve this goal. It is recognized that employees may seek career development training opportunities both within State service and outside State service. Both parties recognize that the taking of college courses, professional workshops, and/or seminars will better prepare an employee to perform his/her current or projected responsibilities or to meet the potential future needs of the State.

The Employer recognizes the Association's commitment to, and support of professional development training. To the extent that the Association sponsors professional development training, the Appointing Authority agrees to review the training curriculum, and at its discretion, approve of the Association sponsored professional development training. If the Appointing Authority approves of the Association sponsored training, the time spent attending the training would be considered as paid leave.

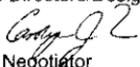
Sincerely,



Paul Larson
Deputy State Negotiator
Labor Relations/Compensation Division

DOER Department
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DATE: August 18, 2003
TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees
FROM: Carolyn Trevis 
Assistant State Negotiator
PHONE: 651-297-3482
RE: Layoffs

As part of the negotiations with MAPE for the 2003-2005 contract, we had extensive discussions regarding the layoff process and the Association's desire to meet with agencies during the layoff planning process. The Association proposed that whenever an agency begins planning for a budgetary layoff, it shall meet with and confer with the Association.

It is my understanding that although agencies are not required to meet with the Association when planning budgetary layoffs, the majority of state agencies are in fact doing so. This has proven helpful to the parties. I recommend that upon request, agencies meet with the Association, to the extent possible, to discuss budgetary layoffs and the effect of such layoffs.

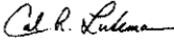
If you have any questions, please contact your Labor Relations representative.

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DATE: August 18, 2003

TO: Agency Heads
Personnel Directors/Designees
Labor Relations Directors /Designees

FROM: Cal R. Ludeman, Commissioner 
Department of Employee Relations

RE: Use of State Facilities

The purpose of this memo is to remind agencies about the use of state facilities by the exclusive bargaining representatives for the purpose of meeting with their bargaining unit employees. Our position on this is that unions who want to use state facilities to meet with their bargaining unit employees shall be afforded the same access as other outside groups.

If your agency has permitted employees and outside groups to reserve rooms to participate in meetings or activities that are not specifically sponsored by the state, then employees who request to reserve rooms to meet with the union should continue to be allowed access on the same basis. If, however, your agency or facility is one which would not allow any outside groups to access and use facilities (for example the correctional facilities generally do not allow outside access) then you can decline such requests to use your agency's facilities. Further, if your agency has policies on advance reservation of rooms, you may apply those policies to the unions on the same basis that you apply them to others. Irrespective of your agency's policy on the use of facilities, it is imperative that all of the unions be treated equally.

This instructive is not meant to change your agency's existing practice regarding use of facilities for grievance administration and meet and confers.



April 22, 2009

Jim Monroe, Executive Director
Minnesota Association of Professional Employees
3460 Lexington Avenue North
Shoreview, MN 55126-8072

Dear Jim:

The insurance article reflects the changes in benefits and structure that will impact the State life, health, dental, disability, and pre-tax plans as a result of negotiations for the July 1, 2009 through June 30, 2011 MAPE contract. In addition to the final language of the articles, the parties also agreed on the following:

1. The State will explore, through a collaborative work group including representatives from MMB and the Joint Labor-Management Committee on Health Plans, on the following concepts:
 - a. The agreement's definitions of dependents in contradistinction to the definitions promulgated by the Department of Commerce.
 - b. The eligibility of surviving spouses who take temporary jobs covered by the SEGIP plan to return to the SEGIP plan.
 - c. The costs and administrative complexities regarding waiving office visit copayments or coinsurance for treatment for chronic conditions, repeat appointments, medication follow-ups, and lab work.
2. The parties will hold a Meet and Negotiate during the summer of 2009 on the subject of Minnesota Advantage Health Plan Benefit Level Two health care network determination.
3. The State will offer a \$125 HRA to all Advantage contract holders during the 2011 plan year.
4. Finally, there will be an open enrollment for employees and spouses who currently have optional life insurance, based on the amount the individual 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

Employees must be actively at work and spouses must not be hospitalized in order for the change in insurance to take place.

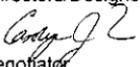
Sincerely,

A handwritten signature in cursive script that reads "Paul A. Larson".

Paul A. Larson
State Negotiator

DOER Department
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DATE: August 3, 2005
TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees
FROM: Carolyn Trevis 
Assistant State Negotiator
PHONE: (651) 297-3482

RE: Administrative Procedure 1.2

As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions regarding harassment and the need for procedures for internal resolution of such complaints.

I am writing to remind you of Administrative Procedure 1.2 which provides to agencies some guidelines on harassment. It provides in part:

In order to provide and maintain a productive work environment consistent with merit principles, free of discriminatory practices, and in accord with M.S. 43A.01, subd. 2 (Precedence of Merit Principles and Nondiscrimination) it is necessary to remove and eliminate all forms of harassment. Harassment is a form of discrimination and in general is a display of behavior by one employee toward another employee which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Of particular concern is sexual harassment which is unwelcome sexual advances by an employee toward another employee, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

An employee's submission to such conduct is made either explicitly or implicitly a term or condition of an individual's performance.

An employee's submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual.

If you have any questions, please contact your Labor Relations Representative.

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DATE: August 3, 2005

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Carolyn Trevis 
Assistant State Negotiator

PHONE: (651) 297-3482

RE: Single-occupancy lodging – MAPE Agreement

As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions regarding expense allowances and whether agencies are granting employees' requests for single-occupancy lodging when traveling on state business.

The MAPE agreement provides in Article 18 that "employees may request single-occupancy lodging when in travel status. The decision whether or not to grant the request is at the discretion of the Appointing Authority." Due to our continuing needs for flexibility and funding issues, the State did not agree to change this language. However, when such a request for single-occupancy lodging is made, agencies are advised to provide reasons for any denial of the request and such requests should not be unreasonably denied.

If you have any questions, please contact your Labor Relations Representative.

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June 30, 2007

Mr. James Monroe, Executive Director
Minnesota Association of Professional Employees
3460 Lexington Avenue North
Shoreview, MN 55126-8072

Dear Jim:

Following is a list of the wage inequity adjustments agreed to as part of the negotiated 2007-2009 Collective Bargaining Agreement between the State and the Minnesota Association of Professional Employees.

<u>Class Code</u>	<u>Class Title</u>	<u>Unit</u>	6/30/07	(1) 1/1/08
			<u>Comp Code</u>	<u>Comp Code</u>
000870	Disability Specialist	214	7L	8L
001387	Disability Program Specialist	214	10L	11L

(1) New compensation codes for classes granted inequity adjustments effective January 1, 2008.

These salary range reassignments shall be implemented as follows effective January 1, 2008. Any employee at step 1 of the old salary range on December 31, 2007 shall receive a one step increase in order to place their salary at the minimum rate of the new salary range effective January 1, 2008. In addition, any employee who has been at the maximum of their old range for one year or more as of December 31, 2007 shall also receive a one-step increase effective January 1, 2008 provided satisfactory performance is attained. Employees at other steps within the range are not eligible for an immediate increase; rather they will continue to progress through their assigned salary range pursuant to Article 24, Section 4. They will, however, be eligible for additional steps in the future brought about by the higher compensation level.

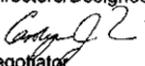
Sincerely,

Chad N. Thuet

Chad N. Thuet
Assistant State Negotiator/Compensation Manager
Labor Relations/Compensation Division
(651) 259-3759

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DATE: July 9, 2007
TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees
FROM: Carolyn Trevis 
Assistant State Negotiator
PHONE: 651-259-3758
RE: Job Audits

As part of the negotiations with MAPE for the 2007-2009 contract, we had discussions regarding job audits and the need for timely completion of such audits.

I am writing to you to again **recommend** that each agency and its supervisors act on job audits in a timely manner and, to the extent possible, complete them within 120 days. If there is a delay, the supervisor should periodically update the employee as to the reason for the delay and the expected date of completion.

If you have any questions, please contact your Labor Relations representative.

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