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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~~2011 - June 30, ~~2011~~2013

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PREAMBLE

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This Agreement is made and entered into this 1st day of July, ~~2009~~2011 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

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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.

1 **ARTICLE 2**

2 **STRIKES AND LOCKOUTS**

3

4 **Section 1. No Unlawful Strikes.** The Association agrees that it will not promote or support any
5 unlawful strike under Minnesota Public Employment Labor Relations Act. A strike is lawful if
6 conducted as provided under the provisions of Minn. Stat. 179A.18, Subd. 1. A strike is defined
7 under the Minnesota Public Employment Labor Relations Act as "concerted action in failing to
8 report for duty, the willful absence from one's position, the stoppage of work, slowdown or the
9 abstinence in whole or in part from the full, faithful, and proper performance of the duties of
10 employment, for the purpose of inducing, influencing or coercing a change in the conditions or
11 compensation or the rights, privileges, or obligations of employment." (Minn. Stat. 179A.03, Subd.
12 16).

13 Any employee who knowingly violates the provisions of this Section may be discharged or
14 otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under Article
15 9, Grievance Procedure, of this Agreement.

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

19

1 **ARTICLE 3**

2 **DUES DEDUCTION**

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

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

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

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

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

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ARTICLE 4

NON-DISCRIMINATION

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

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

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

23 **Section 4. General Policy.** In order to provide and maintain a productive work environment, it
24 shall be the policy of the Employer and the Association to encourage bargaining unit employees,
25 Association Stewards, supervisors, and managers to interact with each other with mutual respect

1 and dignity, recognizing that legitimate differences will arise. Refer to letters dated August 3, 2005
2 ~~at page 174~~ and February 29, 2012 located in the letters section of this contract.

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

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ARTICLE 5

EMPLOYER RIGHTS

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4 It is recognized that except as specifically modified by this Agreement, the Employer retains all
5 inherent managerial rights and any rights and authority necessary to operate and direct the affairs
6 of the Employer and its agencies in all its various aspects. These rights include, but are not limited
7 to: determine its policies, functions and programs; determine and establish budgets; utilize
8 technology; select, assign, direct, evaluate and promote employees; to plan, direct, and control all
9 the operations and services of the Employer; to schedule working hours; to determine whether
10 goods or services shall be made or purchased; to make and enforce reasonable rules and
11 regulations affecting terms and conditions of employment.

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

14

1 **ARTICLE 6**

2 **EMPLOYEE RIGHTS**

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

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

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

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

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

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

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

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

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

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

20 **Section 4. Appointing Authority Initiated Education.** It is recognized that Appointing Authority
21 initiated education and training may become necessary in order to meet the goals of the state's
22 agencies. Consequently, employees who may be required to participate in Appointing Authority
23 initiated programs and who are released from their work assignments to attend special training
24 courses shall lose no basic straight time pay for such normal work hours and shall be allowed
25 compensatory time off for actual attendance at such sessions or programs that exceed the length

1 of the normal work day, if approved in advance by the Appointing Authority. Expenses incurred by
2 the employee shall be reimbursed in accordance with Article 18, Expense Allowances.

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

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

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

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

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

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

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

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

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

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

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

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

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

22

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.

1 **Section 7. Association Security.**

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

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

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

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

23 C. **Association Staff.** Association staff shall have the right to enter the facilities of the Appointing
24 Authority consistent with the confidentiality, rehabilitation, and security needs of the Appointing
25 Authority. This right may be restricted during emergency situations as determined by the

1 Appointing Authority, but the Appointing Authority shall give a reason for the restriction. The
2 Association staff shall not interfere with the job duties or responsibilities of an employee.

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

6

1 **ARTICLE 8**

2 **DISCIPLINE AND DISCHARGE**

3
4 **Section 1. Purpose.** Disciplinary action may be imposed on employees only for just cause and
5 shall be corrective where appropriate.

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

13 **Section 3. Disciplinary Action.**

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

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

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

4 When any disciplinary action more severe than an oral reprimand is intended, the Appointing
5 Authority shall, before or at the time such action is taken, notify the employee and the Association
6 in writing of the specific reason(s) for such action.

7 **Section 4. Investigatory Leave.** The Appointing Authority/designee may place an employee who
8 is the subject of a disciplinary investigation on an investigatory leave with pay provided a
9 reasonable basis exists to warrant such leave. The Appointing Authority shall, as soon as
10 practicable upon placing an employee on investigatory leave, notify the employee and the
11 Association in writing of the reason(s) for such action and provide the name of an agency contact
12 person. If the investigatory leave extends past thirty (30) days, the employee shall be notified of
13 the reason(s) for the continuance of the leave including the status of the investigation.

14 **Section 5. Discharge of Employees.** The Appointing Authority shall not discharge any employee
15 without just cause. If the Appointing Authority believes there is just cause for discharge, the
16 employee and the Association will be notified, in writing, that an employee is to be discharged and
17 shall be furnished with the reason(s) therefore, and the effective date of the discharge. The
18 Appointing Authority shall notify the employee that he/she may request an opportunity to hear an
19 explanation of the evidence against him/her and to present his/her side of the story and is entitled
20 to Association representation at such meeting. The right to such meeting shall expire at the end of
21 the next scheduled work day of the employee after the notice of discharge is delivered to the
22 employee, unless the employee and the Appointing Authority agree otherwise. The discharge shall
23 not become effective during the period when the meeting may occur. The employee shall remain
24 in his/her normal pay status during the time between the notice of discharge and the expiration of
25 the meeting. However, if the employee for any reason was not in pay status at the time of the
26 notice of discharge, this shall not apply. All employees, no matter if they are in or out of pay status

1 at the time they received notice of discharge, shall be in pay status for the actual time they spend
2 in the above-mentioned meeting.

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

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

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

10 **Section 7. Personnel File.** Initial minor infractions, irregularities, or deficiencies shall first be
11 privately brought to the attention of the employee and, if corrected, shall not be entered into the
12 employee's personnel file.

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

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

19 Upon request of the employee, a written reprimand shall be removed from the employee's
20 personnel file provided that no further disciplinary action has been taken against the employee for
21 a period of one (1) year following the date of the written reprimand. Upon request of the employee,
22 a written record of a suspension of ten (10) days or less shall be removed from the employee's
23 personnel file provided that no further disciplinary action has been taken against the employee for
24 a period of three (3) years following the beginning date of the written suspension. Discipline that

1 becomes eligible for removal, based upon this provision, shall not be used as a basis for any
2 subsequent discipline of the employee.

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

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

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

17

1 **ARTICLE 9**

2 **GRIEVANCE PROCEDURE**

3

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

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

9 A. **Operating Terms:**

- 10 1. The term "days" shall mean calendar days, unless otherwise specified.
- 11 2. The term "employee" shall mean an individual or group of employees, or the Association,
12 as long as the individual or group of employees are members of the bargaining unit.
- 13 3. The term "Association Steward" shall mean those individuals designated by the Association
14 in accordance with Section 2C of this Article and in Article 7, Association Rights, Sections
15 7A and 7C.

16 B. **Time Limits:**

- 17 1. If a grievance is not presented on behalf of the employee within a time limit set forth in this
18 Article, it shall be considered waived. If a grievance is not appealed to the next step within
19 the specified time limit, or agreed extension thereof, it shall be considered as settled on the
20 basis of the Appointing Authority or designee's last answer.
- 21 2. It is expected that the Appointing Authority shall respond to the grievance in a timely
22 manner. However, if no response is received, then the Association may move the
23 grievance to the next level.

- 1 3. The time limits in each step may be extended by mutual written agreement of the
2 Appointing Authority or designee and the Association at each step.
- 3 4. By the mutual agreement of the Association and the Appointing Authority, the parties may
4 waive Steps 1 and/or 2.

5 C. **General Principles:**

- 6 1. **Grievance Files.** Grievance files shall be maintained separately from official personnel
7 files.
- 8 2. **Non-Precedence.** Upon mutual written agreement, a grievance may be withdrawn at any
9 step without establishing a precedent.
- 10 3. **Disclosure.** Upon request, both the Association and the Appointing Authority agree to
11 disclose all documents and information which a party intends to introduce at the hearing,
12 ~~including~~ which may include all investigative data on employees after the investigation is
13 completed, and a listing of possible witnesses, to each other, prior to arbitration. Any costs
14 involved in reproducing documents shall be borne by the party requesting disclosure.
- 15 4. **Meetings.** Meetings at all grievance steps will be established by mutual agreement
16 between the Association and the Appointing Authority.
- 17 5. **Release Time.** The Association Steward(s) and the grieving employee(s) as specified in 6
18 below shall be allowed a reasonable amount of time without loss of pay during working
19 hours to investigate and present the employee's grievance(s) to the Appointing Authority.
20 However, reasonable time off without loss of pay shall not include travel time if the travel
21 time to and from exceeds thirty (30) minutes. Notwithstanding the foregoing, the Chief
22 Association Steward and the Chief designee in each greater Minnesota Region shall be
23 allowed up to one hour travel time for the purposes described herein. The Association
24 Steward(s) involved and the grieving employee shall not leave work or disrupt departmental

1 routine to investigate and present grievances without first requesting permission from their
2 immediate supervisor(s), which shall not be unreasonably withheld. Regardless of the step,
3 any Association steward who is participating as a steward in training must secure time off to
4 participate by use of vacation, compensatory time or leave without pay. Refer to letter
5 dated August 20, 1999 located in the letters section of this contract, letter number 2.

- 6 6. **Association Stewards.** The Association may designate bargaining unit employees to
7 function as Association Stewards for departments represented within each Region.
8 Association Steward(s) shall have the authority to carry grievances within the Region,
9 provided such representation is consistent with the security, rehabilitation and
10 confidentiality needs of the Appointing Authority.

11 The following individuals may participate in Steps 1 and 2:

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

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

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

- 16 7. **Fees and Expenses.** The fees and expenses for the Arbitrator's services and proceedings
17 shall be borne by the losing party. In the event of a split decision, the charges to the parties
18 shall be determined by the Arbitrator. However, each party shall be responsible for its own
19 witnesses' and representatives' compensation, expenses and fees. If either party desires a
20 verbatim record of the proceedings, it may cause such a record to be made, provided it
21 pays for the record. If both parties desire a verbatim record of the proceedings, the cost
22 shall be shared equally.

- 23 8. **Implementation.** Within a reasonable period of time after the grievance settlement or
24 arbitration award, the settlement or award shall be implemented.

1 9. **Grievances**. Grievances arising under Article 16 (Vacancies, Filling of Positions) shall be
2 filed with the Appointing Authority in which the vacancy occurred.

3 **Section 3. Procedure.**

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

7 **Formal**

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

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

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

23 Within ten (10) calendar days following this meeting, the Appointing Authority or designee shall
24 respond in writing to the designated Association Steward stating the Appointing Authority or

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

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

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

25 The Arbitrator shall be without power to make decisions contrary to or inconsistent with or
26 modifying or varying in any way the application of laws, rules, or regulations having the force and

1 effect of law. Except as indicated in Section 5 below, the Arbitrator shall submit his/her decision in
2 writing within thirty (30) days following the close of the hearing or the submission of briefs by the
3 parties, whichever is later, unless the parties agree to an extension. The decision shall be based
4 solely on the Arbitrator's interpretation or application of the expressed terms of this Agreement and
5 the facts of the grievance presented. The decision of the Arbitrator shall be final and binding on
6 the Employer, the Association and the employee(s).

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

9 A. **Grievances Eligible.**

10 1. All written reprimands properly appealed to arbitration shall be subject to the expedited
11 procedure of this section.

12 2. Suspensions ranging from one (1) to five (5) days and properly appealed to arbitration may
13 be submitted to the expedited procedure of this section upon the mutual agreement of the
14 parties.

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

17 C. **Miscellaneous.**

18 1. All decisions are final and binding on the parties, but shall not be considered as
19 precedential in any other proceeding or matter.

20 2. Fees and expenses of the arbitrator shall be borne by the losing party.

21 3. The hearing shall last no more than three (3) hours unless mutually agreed to by the
22 parties.

1 4. The expenses for witnesses for either side shall be borne by the party producing such
2 witnesses.

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

7

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

<u>Length of Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
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

- 1 Eligible employees being paid for less than a full eighty (80) hour payroll period shall have their
2 vacation accrual pro-rated in accordance with the schedule set forth in Appendix A.
- 3 Length of service is defined as the length of employment with the State of Minnesota since the last
4 date of hire in a vacation eligible status. Length of service shall be interrupted only by separation
5 because of resignation, termination, discharge for just cause, failure to return upon expiration of a
6 leave of absence, failure to respond to a recall from layoff or retirement.
- 7 Changes in accrual rates shall be made effective at the beginning of the next payroll period
8 following completion of the specified length of service requirement.
- 9 Effective July 9, 1975, for purposes of determining an employee's accrual rate, periods of
10 suspension or unpaid non-medical leaves of absence of more than one (1) pay period shall be
11 deducted for purposes of determining an employee's accrual rate; however, periods of paid or
12 unpaid military leave shall not be deducted. This method will be effective only after this date and
13 shall not be used to change any length of service requirements determined prior to that date.
- 14 Effective February 17, 1994, leave time for service to the Association in any capacity shall not be
15 deducted for purposes of determining an employee's vacation accrual rate.
- 16 An eligible employee reinstated or reappointed to State service ~~after June 30, 1983 and~~ within four
17 (4) years of the date of resignation in good standing or retirement from any branch of Minnesota

1 State government, shall accrue vacation leave with the same credit for length of service that
2 existed at the time of such separation. This method shall not be used to change any length of
3 service requirements determined prior to July 1, 1983.

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

11 ~~Judicial and Legislative branch~~ An eligible employees who are appointed moves without a break in
12 service to a MAPE position from any other position in any branch of Minnesota State government
13 ~~may be allowed to bring any~~ shall have his/her accumulated but unused vacation leave ~~with~~
14 ~~them~~ transferred, provided that the total amount of accumulated vacation does not exceed two
15 hundred and seventy-five (275) hours.

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

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

- 22 1. There must be evidence to establish that the employee was employed by another public
23 sector employer ~~at the time~~ within four (4) years of the date the State hired the employee;
24 current bargaining unit employees may request consideration for previous public sector
25 employment as described in this paragraph;

- 1 2. The employee must have been in a vacation eligible position with the previous public sector
2 employer;
- 3 3. The employee must provide the necessary documentation demonstrating his/her previous
4 vacation eligibility status;
- 5 4. The amount of the length of service credit granted is at the discretion of the Appointing
6 Authority.

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

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

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

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

19 **Section 3. Vacation Period.** Every reasonable effort shall be made by the Appointing Authority
20 to schedule employee vacations at a time agreeable to the employee insofar as work unit staffing
21 permits. If it is necessary to limit the number of employees within or among classifications on
22 vacation at the same time and in the event of any conflict over vacation periods, the vacation
23 schedules shall be established on the basis of bargaining unit seniority within the employee's work
24 location. Bargaining unit seniority is defined as an employee's continuous length of service in

1 Association represented positions with the State of Minnesota. Whenever practicable, employees
2 shall submit written requests for vacation at least two (2) weeks in advance of their vacation to their
3 supervisor on forms furnished by the Appointing Authority. When advance written requests are
4 impracticable, employees shall secure the approval of their supervisor by telephone or other
5 means at the earliest opportunity. Supervisors shall respond to all vacation requests promptly and
6 shall answer all written requests in writing.

7 No vacation requests shall be denied solely because of the season of the year, but shall be
8 dependent upon meeting the staffing needs of the agency.

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

12 **Section 4. Vacation Charges.** Employees who utilize vacation shall be charged only for the
13 number of hours that they would have been scheduled to work during the period of absence.
14 Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation
15 day.

16 Employee vacation accruals earned while on paid leave may be utilized by the employee with the
17 approval of the supervisor without first returning to work.

18 Should an employee become ill or disabled while on vacation, vacation leave shall be changed to
19 sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor.
20 Upon request of the Appointing Authority, such notice shall be accompanied by a medical
21 statement from a medical practitioner and shall be given to the supervisor as soon as possible after
22 the illness or disability occurs.

23 **Section 5. Work During Vacation Period.** Except during an emergency, no employee will be
24 required to work during his/her vacation once the vacation request has been approved. The

1 Appointing Authority shall notify the Association of any emergency declaration and of any vacation
2 canceled pursuant to this Section.

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

21

1 **ARTICLE 11**

2 **HOLIDAYS**

3

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

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

11 New Year's Day

12 Martin Luther King Jr. Day

13 Presidents' Birthday

14 Memorial Day

15 Independence Day

16 Labor Day

17 Veterans Day

18 Thanksgiving Day

19 Day After Thanksgiving

20 Christmas Day

21 Floating Holiday

22 All eligible employees shall receive one (1) floating holiday each fiscal year of the Agreement. The
23 employee must request the floating holiday at least fourteen (14) calendar days in advance. The
24 supervisor may waive the fourteen (14) day advance notice if staffing needs permit. The
25 Appointing Authority may limit the number of employees that may be absent on any given day

1 subject to the operational needs of the Appointing Authority. Floating holidays may not be
2 accumulated or paid off.

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

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

9 B. **Holidays on Days Off.** When any of the above holidays fall on an employee's regularly
10 scheduled day off, and the Appointing Authority does not choose to pay the holiday in cash, the
11 employee may choose to receive the holiday as vacation or compensatory time. The employee
12 must be eligible to accrue and use vacation under the provisions of Article 10 in order to
13 choose to receive payment in the form of vacation.

14 C. **Substitute Holidays.** The Appointing Authority may, after consultation with the Association,
15 designate alternate days for the observance of Veterans Day and Presidents' Day.

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

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

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

1 be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accord
2 with the schedule set forth in Appendix B.

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

7 With the approval of his/her supervisor, part-time employees may be allowed to arrange their work
8 schedules in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of
9 hours because of the pro-ration of holiday hours.

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

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

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

24

1 **ARTICLE 12**

2 **SICK LEAVE**

3

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

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

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

16 An eligible employee who moves to a MAPE position without a break in service from any other
17 position in any branch of Minnesota State government shall have his/her accumulated sick leave
18 balance transferred.

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

21 **Section 2. Sick Leave.** The employee shall notify the Appointing Authority of any illness at or
22 before his/her normally scheduled starting time. Employees utilizing leave under this Section shall
23 furnish a statement from a medical practitioner upon the request of the Appointing Authority when
24 the Appointing Authority has reasonable cause to believe that an employee has abused or is
25 abusing sick leave. The abuse of sick leave may constitute just cause for disciplinary action. The

1 Appointing Authority may also request a statement from a medical practitioner if the Appointing
2 Authority has reason to believe the employee is not fit to work or has been exposed to a
3 contagious disease which endangers the health of other employees, clients or the public.
4 Employees returning from extended sick leave shall notify the Appointing Authority within a
5 reasonable amount of time prior to returning to work.

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

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

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

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

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

8 **Section 4. Sick Leave Charges.** An employee using sick leave shall be charged for only the
9 number of hours he/she was scheduled to work during the period of the sick leave. Holidays that
10 occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.
11 Employees who, because of the nature of their job, schedule their own time shall be limited to a
12 maximum of eight (8) hours of sick leave for each work day.

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

16 **Section 5. Reinstatement of Sick Leave.** An eligible employee who is reinstated or reappointed
17 to State service within four (4) years of the date of resignation in good standing, or retirement shall
18 have his/her accumulated but unused sick leave balance restored and posted to his/her credit in
19 the records of the employing department provided such sick leave was accrued in accordance with
20 the personnel rules or the provisions of this Agreement.

21 An employee who receives severance pay on or after January 7, 1998, and returns to State service
22 within four (4) years of the date of resignation in good standing or retirement, shall have his/her
23 sick leave balance restored at sixty percent (60%) of the employee's first nine-hundred (900) hours

1 of accumulated but unused sick leave, plus eighty-seven and one-half percent (87½%) of the
2 employee's accumulated but unused sick leave in excess of nine-hundred (900) hours.

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

7

ARTICLE 13

SEVERANCE PAY

1
2
3
4 **Section 1. Eligibility.** All employees who have accrued twenty (20) years or more continuous
5 State service shall receive severance pay upon any separation except for discharge for cause from
6 State service. Employees with less than twenty (20) years continuous State service shall receive
7 severance pay upon retirement at or after age 65, death, or layoff, except for seasonal layoff.
8 Employees who retire from State service after ten (10) years of continuous State service and who
9 are immediately entitled at the time of retirement to receive an annuity under a State retirement
10 program shall, notwithstanding an election to defer payment of the annuity, also receive severance
11 pay. Severance pay shall be equal to forty percent (40%) of the employee's first nine hundred
12 (900) hours accumulated but unused sick leave and twelve and one-half percent (12½%) of the
13 employee's accumulated but unused sick leave in excess of nine hundred (900) hours times the
14 employee's regular rate of pay at the time of separation.

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

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

22 Should any employee who has received severance pay be subsequently reappointed to State
23 Service, eligibility for future severance pay shall be computed upon the difference between the
24 amount of accumulated but unused sick leave restored to the employee's credit at the time the
25 employee was reappointed and the amount of accumulated but unused sick leave at the time of
26 the employee's subsequent eligibility for severance pay.

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

7

1 **ARTICLE 14**

2 **LEAVES OF ABSENCE**

3

4 **Section 1. General Conditions.** Except as otherwise provided in this Agreement, request for
5 leave shall be made by employees prior to the beginning of the period(s) of absence. Upon
6 request of the employee, authorization for or denial of a leave of absence shall be furnished to the
7 employee in writing by his/her supervisor. All requests for a leave of absence shall be answered
8 by the supervisor promptly and shall include, upon request by the employee, a statement of the
9 Appointing Authority's intent regarding whether or not the employee's position will be filled
10 permanently. No leave of absence request shall be unreasonably denied and the reasons for a
11 denial shall be given to the employee upon request. No employee shall be required to exhaust
12 his/her accumulated vacation leave prior to an extended leave of absence.

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

15 An employee on an approved leave of absence is required to contact the Appointing Authority if an
16 extension is being requested. Failure to contact the Appointing Authority about an extension prior
17 to the end of the approved leave period shall be deemed to be a voluntary resignation and the
18 employee shall be severed from state service.

19 Accrual of vacation and sick leave benefits shall continue during the period of a leave of absence
20 with pay. If an employee is granted leave without pay, he/she will not be credited with vacation or
21 sick leave accruals for the period of leave without pay unless otherwise indicated. When the
22 Appointing Authority approves an unpaid leave of absence for an employee, the Appointing
23 Authority shall advise the employee in writing of the steps the employee must take to continue
24 insurance coverage.

- 1 **Section 2. Leaves With Pay.** Paid leaves of absence granted under this Article shall not exceed
2 the employee's work schedule. Statutory leaves are listed in Appendix M.
- 3 A. **Military Reserve Training.** In accordance with Minn. Stat. 192.26, up to fifteen (15) working
4 days leave per calendar year shall be granted to members of the National Guard or military or
5 naval reserves of the United States or of the State of Minnesota who are ordered or authorized
6 by the appropriate authorities to engage in training or active service. The employee shall make
7 every reasonable effort to promptly inform the Appointing Authority of the dates of duty upon
8 receiving any notification of duty. Such notice must occur within three (3) calendar days of the
9 employee's knowledge of the need for the leave.
- 10 B. **Jury Duty.** Leave shall be granted for selection of and service upon a jury. Employees whose
11 scheduled shift is other than a day shift shall be reassigned to a day shift during the period of
12 service upon a jury. When not impaneled for actual service and only on call, the employee
13 shall report to work. Whenever practicable, the employee shall notify the Appointing Authority
14 at least fourteen (14) days prior to his/her scheduled jury duty.
- 15 C. **Court Appearance.** Leave shall be granted for appearance before a court, legislative
16 committee, or other judicial or quasi-judicial body in response to a subpoena or other direction
17 of proper authority for job related purposes other than those instituted by the employee or the
18 Association. Leave shall also be granted for attendance in court in connection with an
19 employee's official duty, which shall include any necessary travel time. Such employee shall
20 be paid the employee's regular rate of pay but shall remit to his/her Appointing Authority the
21 amount received, exclusive of court-paid expenses, for serving as a witness, as required by the
22 court.
- 23 D. **Voting Time.** Any employee who is entitled to vote in any statewide primary, Presidential
24 primary, general election, or in an election to fill a vacancy in the office of a representative in
25 Congress or in the office of state senator or state representative may absent himself/herself

- 1 from work for the purpose of voting during ~~the forenoon of~~ such election day, provided the
2 employee has made prior arrangements for such absence with his/her immediate supervisor.
- 3 E. **Educational Leave**. Leave shall be granted for educational purposes if such education is
4 required by the Appointing Authority.
- 5 F. **Emergency Leave**. The Commissioner of Minnesota Management & Budget, after
6 consultation with the Commissioner of Public Safety, may excuse employees from duty with full
7 pay in the event of a natural or man-made emergency if continued operation would involve a
8 threat to the health or safety of the individuals.
- 9 G. **Leave to Serve as an Election Judge**. Upon twenty (20) calendar days advance request,
10 leave shall be granted for purposes of serving as an election judge in any election.
- 11 H. **Transition Leave**. At the Appointing Authority's discretion, an employee under notice of
12 permanent layoff may continue in payroll status for up to eighty (80) hours of paid leave prior to
13 his/her date of layoff. Such leave shall not be subject to the provisions of Section 5,
14 Reinstatement After Leave, of this Article.
- 15 I. **Investigatory Leave**. See Article 8, Section 4.
- 16 J. **Paid Administrative Leave**. At the Appointing Authority's discretion, an employee may be
17 placed on paid administrative leave for up to thirty (30) calendar days when the employee has
18 been involved in a critical incident or when his/her continued presence in the workplace poses
19 a risk to the employee or the organization. The Association will be provided with notification at
20 the time the employee is placed on the leave. The Commissioner of Minnesota Management &
21 Budget may authorize the leave to be extended for a period not greater than another thirty (30)
22 calendar days. Any extension(s) of longer duration must be mutually agreed to between the
23 Appointing Authority and the Association. At the request of the Association, the Appointing
24 Authority will provide information to the Association regarding the status of the employee on the

1 leave. It is the Appointing Authority's policy to return an employee to active duty status as soon
2 as it is practical and prudent.

3 K. **Leave to Participate in Labor-Management Committees**. See Article 32, Section 2.

4 L. **Blood Donation Leave**. Leave shall be granted to an employee who participates in an
5 Appointing Authority-sponsored blood drive.

6 M. **Volunteer Firefighters and Rescue Workers**. See Appendix M.

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

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

10 B. **Educational Leave**. Leave may be granted to an employee for educational purposes.

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

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

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

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

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

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

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

1 birth or adoption of a child. Sick leave or vacation used following the birth or adoption of the
2 child will run concurrently with the six (6) months of Parenthood leave.

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

6 F. **Medical**. Upon the request of a permanent employee who has exhausted all accrued sick
7 leave, a leave of absence without pay shall be granted by the Appointing Authority for up to one
8 (1) year because of sickness or injury to the employee. At the request of the employee, this
9 leave may be extended at the discretion of the Appointing Authority. An employee requesting a
10 medical leave of absence shall be required to furnish evidence of disability to the Appointing
11 Authority. When the Appointing Authority has evidence that an employee's absence from duty
12 is unnecessary or if the employee fails to undergo an evaluation or furnish such reports as are
13 required by the Appointing Authority, the Appointing Authority shall have the right to require the
14 employee to return to work on a specified date.

15 G. **Personal Leave**. Leave may be granted upon request of an employee for personal reasons.
16 No such leave shall be granted for the purpose of securing other employment, except as
17 provided in this Article.

18 H. **Political Caucus/Convention**. Upon ten (10) days advance request, leave shall be granted to
19 any employee for the purpose of attending a political caucus/convention. An employee may
20 use vacation leave, compensatory time, or a holiday for this purpose, at the employee's
21 discretion.

22 I. **Related Work**. Leave not to exceed one (1) year may be granted to an employee to accept a
23 position of fixed duration outside of State service which is funded by a government or private
24 foundation grant and which is related to the employee's current work.

1 J. **Unpaid Administrative Leave.** At the Appointing Authority's discretion, an employee may be
2 placed on unpaid administrative leave when the employee is unable to work because of the
3 temporary absence of a license, completed background check, or other credentials required for
4 his/her position. After verification of reinstatement of license, successful background check or
5 credentials required for the position, the employee shall be reinstated subject to the
6 reinstatement provisions of Section 5, Reinstatement After Leave. For informational purposes,
7 the Association shall be notified at the time the employee is placed on the Unpaid
8 Administrative Leave.

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

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

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

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

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

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

1 **Section 5. Reinstatement After Leave.** Any employee returning from an approved leave of
2 absence as covered by this Article shall be entitled to return to employment in his/her former
3 position or another position in his/her former classification/class option or a position of comparable
4 duties and pay, providing such return is in his/her former seniority unit. Any employee returning
5 from an approved leave of absence of six (6) months or less shall also be entitled to return within
6 thirty-five (35) miles of the employee's old work location. Notwithstanding the above, if a layoff
7 occurs during the period that the employee is on an approved leave of absence, such an employee
8 is subject to layoff with full rights and options consistent with the terms of Article 17 of this
9 Agreement. Should an employee on an approved leave of absence be laid off while on leave, that
10 employee's return rights shall be determined by the employee's new work location (if any), chosen
11 as an option under Article 17. Employees returning from extended leaves of absence of one (1)
12 month or more shall notify their Appointing Authority at least two (2) weeks prior to their return from
13 leave. An employee returning from an unpaid leave of absence shall be returned at the same rate
14 of pay the employee had been receiving at the time the leave of absence commenced plus any
15 automatic adjustments that would have been made had the employee been continuously employed
16 during the period of absence. At the discretion of the Appointing Authority, an employee may
17 terminate his/her leave of absence prior to the previously agreed upon date of expiration of that
18 leave of absence.

19

1 **ARTICLE 15**

2 **SENIORITY**

3

4 **Section 1. Definitions.**

5 A. **State Seniority.** "State Seniority" is defined as the length of employment with the State of
6 Minnesota since the last date of hire.

7 B. **Classification Seniority.** "Classification Seniority" is defined as an employee's length of
8 service in a specific job classification with the State of Minnesota, beginning with the date an
9 employee begins to serve a probationary appointment.

10 1. **Bumping, Demotions, Transfers.** When an employee bumps, demotes or transfers,
11 Classification Seniority in the class to which the employee is bumping, demoting, or
12 transferring, shall include Classification Seniority in all related classes in the same or higher
13 salary range in which the employee has served with the State of Minnesota. For purposes
14 of this section, classes are considered to be in the same salary range if the first two (2)
15 digits of the compensation codes (as listed in Appendix F) are the same, and movement
16 between the classes is a transfer or a demotion.

17 2. **Class Options.** "Class Option" is defined as an area of specialization which may require
18 special licensure, certification, or registration and for which a separate selection process is
19 used in making appointments to a classification.

20 3. **Related Classes.** "Related Class" is defined as the class or classes which are similar in
21 the nature and character of the work performed and which require similar qualifications.

22 4. **Reallocations.** Class seniority for employees whose positions are reallocated to an equal
23 or lower class after July 1, 1981, shall include service in the class from which they were

1 reallocated, regardless of whether or not the class is a related class in accord with this
2 section.

3 5. **Trial Period**. An employee who returns to his/her former classification under the conditions
4 of a trial period (Article 16, Section 7), shall accrue all seniority in the former classification
5 as if continually employed in the former classification.

6 C. **Interruptions**. Classification Seniority shall be interrupted only by separation because of
7 resignation, discharge for just cause, non-certification for the initial probationary period, failure
8 to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or
9 retirement.

10 Classification Seniority shall not include service in a position in a bargaining unit not
11 represented by the Association. However, Classification Seniority shall include service in a
12 confidential position in accordance with Section 1(B). Classification Seniority shall also include
13 permanent or probationary classified service in the position in bargaining Unit 216 from which
14 the employee was reallocated as a result of a unit determination order from the Bureau of
15 Mediation Services. Time on the seniority unit layoff list and/or approved leave of absence
16 shall not constitute an interruption.

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

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

22 **Section 3. Seniority Rosters**. No later than November 30 and May 31 of each year, the
23 Appointing Authority shall prepare and post seniority rosters on official bulletin boards for each of
24 its seniority units and two (2) copies shall be furnished to the Association Executive Director. Such
25 rosters shall be based on transactions occurring up to and through the pay period closest to

1 October 31 and April 30 respectively of each year. The rosters shall list each employee in the
2 order of Classification Seniority; and reflect each employee's date of Classification Seniority, date
3 of State Seniority, and class title and date for all classes in which the employee previously served.
4 The rosters shall also identify the type of appointment if other than full-time unlimited, and shall
5 include the class option, if any.

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

9 **Section 4. Appeals.** Employees shall have sixty (60) calendar days from the date of the initial
10 posting to notify the Appointing Authority of any disagreements over the Seniority Roster.
11 Thereafter, appeals must be filed with the Appointing Authority within thirty (30) days of the date of
12 posting and are limited to changes since the previous posting. However, errors of fact on the
13 seniority roster may be raised by either party at any time.

14

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.

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

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

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

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

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

21 **Section 4. Filling of Positions.** All eligible employees under Section 3 who have made a timely
22 interest bid, shall be given consideration and may be appointed to the opening prior to the
23 consideration of other non-interest bidding applicants and prior to filling the vacancy through other
24 means. The Appointing Authority shall not be arbitrary, capricious, or discriminatory and must
25 have a legitimate business reason to reject all of the interest bidders. Seniority of the interest

1 bidders shall not be a factor in appointing employees from among the interest bidders. All interest
2 bidders shall be notified orally or in writing, which may include electronic mailing, as to the
3 acceptance or rejection of their interest bid in a timely manner prior to the Appointing Authority
4 using any other means of selection.

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

7 A. **Seniority Unit Layoff List**. Selection shall be made from employees on the Seniority Unit
8 Layoff List, if such a list exists, in order of Classification Seniority pursuant to Article 17, Layoff
9 and Recall. Employees shall be recalled to a vacancy in the same class (and same option or
10 another option for which the employee is determined to be qualified by the Employer). No new
11 appointments shall be made in a seniority unit in a class, geographic location, and employment
12 condition for which a Seniority Unit Layoff List exists until all qualified employees on such list
13 have been offered the opportunity to accept the position, except that the Appointing Authority
14 may offer the vacancy to a seniority unit employee who has received notice of permanent layoff
15 from the same or a transferable or higher classification.

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

20 Instead of accepting a claim, the Appointing Authority may choose to fill the vacancy by
21 promoting a seniority unit employee whose name was submitted in the recruitment and
22 selection process for the classification of the claimed position at the time the vacancy was first
23 claimed, or by accepting the voluntary transfer or demotion of a current seniority unit employee
24 on notice of permanent layoff. If the Appointing Authority determines to fill the resulting
25 vacancy, and it is not filled by an interest bidder or a recall from the seniority unit layoff list or
26 the transfer or demotion of a seniority unit employee who has received notice of permanent

1 layoff, the Appointing Authority must consider interested and eligible claimers who were not
2 selected for the original vacancy due to the promotion, transfer or voluntary demotion of a
3 current seniority unit employee, prior to using any other vacancy filling method in 4(C) and prior
4 to the consideration of any additional claimers for the resulting vacancy.

5 The receiving Appointing Authority shall determine if the employee is qualified for the position,
6 and if so, shall not unreasonably deny the request (see the provisions of Article 17, Section
7 3(A)(5), regarding employee requests to claim positions in other seniority units to avoid layoff or
8 bumping).

9 C. **Other Means of Filling the Vacancy.** If the position is not filled as provided in Section 3, 4.A.
10 or 4.B. above, the Appointing Authority shall have the option of filling the vacancy by any of the
11 following methods:

12 1. **Multi-Source Recruitment and Selection Process.** If the multi-source recruitment and
13 selection process is used, selection from among finalists shall be made on the basis of skill,
14 ability, experience, efficiency, job knowledge and/or fitness to perform the duties of the
15 position.

16 However, if appointment is to be made from among two or more finalists who are equal in
17 terms of the above factors and one or more of these finalists is in the bargaining unit, a
18 bargaining unit employee in a class/class option other than the same class/class option as
19 the vacancy shall be selected. If a bargaining unit employee is selected, nothing in this
20 section shall be construed to set a standard for the non-selection of other bargaining unit
21 employees who are finalists; or

22 2. **Department Layoff List.** If a Department Layoff List is to be used, selection shall be made
23 from among qualified employees whose names appear on the list in the order of
24 Classification Seniority; or

- 1 3. **Voluntary Demotion.** If a voluntary demotion is to be used, selection shall be made by
2 accepting the application of an employee who is willing to accept a voluntary demotion; or
- 3 4. **Bargaining Unit Layoff List/Same Classification.** If a Bargaining Unit Layoff List/Same
4 Classification is to be used, selection shall be made from among qualified employees
5 whose names appear on the list; or
- 6 5. **Voluntary Transfer.** If a voluntary transfer within or between seniority units and/or classes
7 is to be used, selection shall be made by accepting the application of an employee who is
8 willing to accept a voluntary transfer. If an employee within the seniority unit submits a
9 request to transfer during the posting period under Section 3 accompanied by a request to
10 interview and substantial evidence of qualification for the position, the Appointing Authority
11 shall grant an interview. Nothing in this section shall be construed to require a standard for
12 the non-selection of the interviewed employee.
- 13 An interview must only be granted if the position is not filled through interest bidding, recall
14 from the seniority unit layoff list, or claiming. Employees who fill vacancies through this
15 method shall have a twenty one (21) calendar day trial period during which time they may
16 elect to return to their previous position; or
- 17 6. **Bargaining Unit Layoff List/Other Job Classification.** If a Bargaining Unit Layoff
18 List/Other Classification is to be used, selection shall be made from among qualified
19 employees whose names appear on the list; or
- 20 7. **Reinstatement.** If reinstatement is to be used, selection shall be made by reinstating a
21 former employee; or
- 22 8. **Other.** The Appointing Authority may also use any other appointment procedure pursuant
23 to statute.

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

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

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

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

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

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

24 A. **Effect of Change in Position Allocation on the Filling of Positions.** When the allocation of
25 a position has been changed as the result of changes in the organizational structure of an

1 agency or abrupt changes in the duties and responsibilities of this position, such positions shall
2 be considered vacant under the provisions of this Article and filled in accordance with Sections
3 1-4.

4 B. **Effects of Reallocation on the Filling of Positions.** When the allocation of a position has
5 been changed as the result of changes over a period of time in the kind, responsibility, or
6 difficulty of the work performed in a position, such situation shall be deemed a reallocation and
7 not considered a vacancy under the provisions of this Article.

8 The incumbent employee shall be appointed to the reallocated position provided the employee
9 has performed satisfactorily in the position and possesses any licensure, certification, or
10 registration which may be required. In any case where the incumbent of a position which has
11 been reallocated is ineligible to continue in that position in the new class/class option, the
12 employee shall be removed from the position within thirty (30) calendar days from the date of
13 notification to the Appointing Authority of the employee's ineligibility. The position shall then be
14 considered vacant under the provisions of this Article and filled in accordance thereof. Where
15 the incumbent is ineligible to continue in the position and is not transferred, promoted, or
16 demoted, the layoff provisions of Article 17 shall apply.

17 Except for reallocations resulting from a study of an agency or division thereof initiated by
18 Minnesota Management & Budget or an Appointing Authority, if the incumbent of a position
19 which is reallocated upward receives a probationary appointment to a reallocated position, pay
20 for the reallocated position shall commence fifteen (15) calendar days after the receipt in
21 Minnesota Management & Budget or an agency with delegated authority of a reallocation
22 request determined to be properly documented, and it shall continue from that date until the
23 effective date of the probationary appointment.

24 The Employer shall provide the Association notice of any reallocations that occur within the
25 bargaining unit. Such notice shall include, but not be limited to: 1) name of the employee; 2)

1 department or agency name; 3) original classification of the employee; 4) reallocated
2 classification of the employee; and 5) date of the reallocation.

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

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

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

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

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

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

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

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

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

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

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

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

10

1 **ARTICLE 17**

2 **LAYOFF AND RECALL**

3

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

10 **Section 2. Labor-Management Cooperation.** Whenever an Appointing Authority initiates a
11 planning process or management study which is anticipated to result in layoff, the Appointing
12 Authority will meet and confer with the Association during the decision planning phase and again
13 during the implementation planning phase. The Appointing Authority and the Association shall
14 enter into negotiations regarding a Memorandum of Understanding (MOU) upon the request of
15 either party to modify this Agreement regarding the implementation phase which shall include, but
16 are not limited to, the following:

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

1 During the term of this ~~2009-2011~~2011-2013 agreement, upon request, and when possible, an
2 Appointing Authority shall meet and confer with the Association when it has determined that layoffs
3 will be made for budgetary reasons.

4 **Section 3. Permanent Layoff.**

5 A. **Layoff Procedures.**

6 1. **Determination of Position(s).** The Appointing Authority shall determine the position(s) in
7 the class, or class option, if one exists, and employment condition and work location which
8 is to be eliminated.

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

13 2. **Advance Notice.** In the event a layoff in the classified service of seniority unit employees
14 becomes necessary, the Appointing Authority shall notify the Association Executive Director
15 of the classification(s), number of positions, and the employment condition(s) to be
16 eliminated thirty (30) calendar days whenever practicable, but at least twenty-one (21)
17 calendar days prior to the effective date of the anticipated layoff. At least twenty-one (21)
18 calendar days prior to the effective date of the layoff, the Appointing Authority shall give
19 written notice of the layoff, including the reason(s) therefore, estimated length of the layoff
20 period and layoff options available to all employee(s) scheduled to be laid off. Copies of all
21 layoff notices shall be concurrently mailed to the Association Executive Director.

22 The Appointing Authority may establish a date, up to seven (7) days prior to the effective
23 date of the layoff, by which employees must choose the layoff option they will exercise.

24 This date shall be indicated in the written notice of layoff.

1 3. **Layoff Notification.** Layoffs which are necessary shall be on the basis of inverse
2 classification seniority within the class/class option, employment condition (full-time
3 unlimited, part-time unlimited, seasonal full-time, seasonal part-time, or intermittent), and
4 geographic area (within thirty-five [35] miles of the work location) of the position to be
5 eliminated. The Appointing Authority shall send a layoff notice to the employee within the
6 position to be eliminated.

7 At the Appointing Authority's discretion, an employee under notice of permanent layoff may
8 continue in payroll status for up to eighty (80) hours of paid leave. Such leave shall not
9 extend beyond the date of layoff and shall not be subject to the Application and
10 Reinstatement Sections of Article 14, Leaves of Absence.

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

16 4. **Layoff Options.**

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

22 (1) Bump the least senior employee in the same seniority unit, same class (or class
23 option or another option within that class for which the employee is determined by
24 the Employer to be qualified) and same employment condition within thirty-five (35)
25 miles of the employee's current work location; or

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

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

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

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

11 (1) Bump the least senior employee in an equal or lower class or class option in which
12 the employee previously served.

13 (2) Accept a vacancy in a lower class or class option in which the employee previously
14 served or for which the employee is determined to be qualified by the Employer.

15 (3) Bump any employee on a temporary appointment in the same class who has more
16 than thirty (30) calendar days remaining on such temporary appointment. The
17 temporary employee so bumped shall be separated.

18 (4) For unlimited full-time employees, bump the least senior employee or accept a
19 vacancy in the same class in the unlimited part-time employment condition.

20 (5) For unlimited part-time employees, bump the least senior employee or accept a
21 vacancy in the same class in the unlimited full-time employment condition.

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

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

4 (7) Bump the least senior employee in the same or an equal or lower class or class
5 option in which the employee previously served.

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

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

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

15 5. **Claiming**. If the options in Section 3(A)(4)(a) are not available, an employee may request
16 to transfer or demote to a non-temporary classified vacancy within another seniority unit in
17 the same, transferable or lower class (or class option) in which the employee previously
18 served or for which the employee is determined to be qualified by the Employer. The
19 receiving Appointing Authority shall determine if the employee is qualified for the position
20 and, if so, shall not unreasonably deny the request.

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

1 claiming period extends beyond the layoff date, the employee may waive their post-layoff
2 claiming rights and the Appointing Authority shall authorize payment of any severance or
3 vacation liquidation and the employee will be eligible for placement on appropriate layoff
4 lists.

5 Employees may not request a transfer or demotion to another Appointing Authority if such a
6 vacancy is available to the employee at a pay level equal to the requested vacancy within
7 thirty-five (35) miles of the employee's current work location which the current Appointing
8 Authority determines to fill. If an employee fails to accept an offer of a position in the same
9 or a transferable class following their claim within thirty-five (35) miles of their current work
10 location, the employee is no longer eligible to claim.

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

16 If the employee successfully claims but cannot be appointed until after the scheduled layoff
17 date, the current Appointing Authority may place the employee on unpaid leave or, upon
18 mutual agreement, vacation leave until the new appointment begins. Such leave shall not
19 exceed fourteen (14) days following the end of the employee's claiming period or layoff
20 date, whichever is later unless upon mutual agreement of the Appointing Authorities.

21 Vacation leave for this purpose shall not be subject to Article 10, Section 3 (Vacation
22 Period).

23 Employees who transfer to another seniority unit under this provision and who do not
24 successfully complete the probationary period shall be placed on layoff from their original
25 seniority unit, class/class option, employment condition and location. Such employees are

1 not subject to Section 3, A-D, but shall become eligible to be placed on layoff lists in
2 accordance with Section 3E on the effective date of their non-certification.

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

5 1. In all cases, the employee exercising an option is restricted to those positions within the
6 same seniority unit and, except in options 4b, (3), (4), and (5), the same employment
7 condition.

8 2. In all cases of bumping, the employee exercising bumping rights must have greater
9 Classification Seniority in the class/class option into which the employee is bumping than
10 the employee who is to be bumped and in the case of a class option, must have either
11 served in the class option or have been determined to be qualified for the class option by
12 the Employer.

13 3. An employee who does not have sufficient Classification Seniority to bump into a previously
14 held class shall not forfeit the right to exercise Classification Seniority to bump into the next
15 previously held class/class option in the same seniority unit.

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

21 5. If more than one employee opts to fill a vacancy or bump another employee, the employee
22 with the greater Classification Seniority shall have priority in exercising that layoff option.

23 C. **Junior/Senior Plans.** When layoffs take place in the senior class of a Junior/Senior Plan and
24 the employee demotes or bumps to the junior class as provided in the layoff procedure, the

1 junior position shall simultaneously be reallocated to the senior class, provided that the
2 employee is qualified for the reallocation under the terms of the Junior/Senior Plan.

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

6 1. The employee must exhaust all of the layoff options available under any existing layoff
7 procedure which covers him/her for purposes of layoff.

8 2. If no such options exist, the employee returning to the bargaining unit may exercise the
9 options listed in Section 3(A)(4) above under the conditions described in Section 3(B).

10 3. Before an employee shall be permitted to exercise a bumping option into a previously held
11 class, that employee must first accept a vacancy for which the Employer has determined
12 the employee to be qualified, within the same geographic restriction (within thirty-five [35]
13 miles or over thirty-five [35] miles respectively), seniority unit, and pay range as the position
14 to which the employee desires to bump.

15 E. **Layoff List.**

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

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

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

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

- 16 3. **Bargaining Unit Layoff List/Same Classification.** Upon request, the names of such
17 employees shall also be placed on a bargaining unit layoff list/same classification for the
18 bargaining unit, classification/class option and employment condition from which they were
19 laid off or demoted in lieu of layoff or as a result of reallocation in the order of Classification
20 Seniority. Names shall be retained on the bargaining unit layoff list for a minimum of one
21 (1) year or for a period of time equal to the employee's state seniority to a maximum of four
22 (4) years.

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

1 4. **Bargaining Unit Layoff List/Other Job Classifications**. An employee who is laid off or
2 demoted in lieu of layoff may also designate in writing other transferable or lower bargaining
3 unit classification(s)/class option(s) in which he/she previously served and shall then be
4 placed on the bargaining unit layoff list/other job classifications in order of classification
5 seniority in each classification. The names shall remain on the list for a minimum of one (1)
6 year or for a period of time equal to the employee's State Seniority to a maximum of four (4)
7 years.

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

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

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

25 G. **Removal from Layoff Lists**. Employees shall be removed from all layoff lists for any of the
26 following reasons:

- 1 1. Recall to a permanent position from the seniority unit or bargaining unit/same class layoff
2 list. An employee who is recalled to a seniority unit other than the one from which he/she
3 was laid off, who does not successfully complete the probationary period, shall be restored
4 to the seniority unit layoff list for the remainder of the time period originally provided in
5 Section 3(E).
- 6 2. Failure to accept recall to a position which meets the availabilities specified by the
7 employee except that the employee shall remain on the seniority unit and bargaining unit
8 layoff list(s) for former classes in a higher salary range than the class to which the
9 employee refused recall.
- 10 3. Appointment to a permanent position in a class which is equal to or higher than the one for
11 which the employee is on the layoff list(s). An employee who does not successfully
12 complete the probationary period shall be restored to the seniority unit layoff list for the
13 remainder of the time period originally provided in Section 3(E).
- 14 4. Resignation, retirement, or termination.

15 **Section 4. Seasonal Layoff.**

16 A. **Layoff Procedure.**

- 17 1. **Determination of Position(s).** The Appointing Authority shall determine the position(s) in
18 the class or class option, if one exists, employment condition and principal place of
19 employment which is affected.
- 20 2. **Advance Notice.** The Appointing Authority shall notify the Association President of the
21 classification(s), number of positions, and the employment condition(s) to be seasonally laid
22 off twenty-one (21) calendar days whenever practical but at least fourteen (14) calendar
23 days prior to the effective date of the anticipated layoff. At least fourteen (14) calendar
24 days prior to the effective date of the layoff, the Appointing Authority shall give written

1 notice of the layoff, including the estimated length of the layoff period, to all employee about
2 to be laid off.

3 3. **Layoff Order.** Seasonal employees shall be laid off in inverse order of classification
4 seniority within the principal place of employment of the position(s) to be eliminated unless
5 waived by mutual agreement between the employee and the Appointing Authority.

6 4. **Record of Employees on Seasonal Layoff.** Each Appointing Authority shall maintain its
7 own record of employees on seasonal layoff for recall purposes.

8 B. **Recall from Seasonal Layoff.** Seasonal employees shall be recalled in the order of
9 classification seniority to the seniority unit, employment condition, and principal place of
10 employment from which they were laid off.

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

21 C. **Removal from the Seasonal Layoff Record.** Seasonal employees shall be removed from the
22 seasonal layoff record for any of the following reasons:

- 23 1. failure to accept recall to a seasonal position;
- 24 2. resignation, retirement, or termination from State service;

1 3. acceptance of a full-time or part-time unlimited position in the same or equal class.

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

3 **Section 6. Limited Interruptions of Employment.** Any interruption in employment not in excess
4 of ten (10) consecutive working days because of adverse weather conditions, shortage of material
5 or equipment, or for other unexpected or unusual reasons shall not be considered a layoff. In the
6 event limited interruptions of employment occur, full-time employees shall, upon request, be
7 entitled to an advance of hours in order to provide the employees with up to eighty (80) hours of
8 earnings for a pay period. An advance of hours shall be allowed up to the maximum number of
9 hours of an employee's accumulated and unused vacation leave. If an employee elects to draw
10 such advances, the employee shall not be permitted to reduce his/her vacation accumulation
11 below the total hours advanced. However, no employee after the first six (6) months of continuous
12 service shall be denied the right to use vacation time during a limited interruption of employment as
13 long as vacation hours accrued exceed the hours that the employee has been advanced under this
14 Section. With the approval of the employee's supervisor, the employee shall have the right to
15 make up the hours.

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

20 **Section 7. Subcontracting.** In the event the Appointing Authority finds it necessary to
21 subcontract out work now being performed by employees that results in a layoff of employees, the
22 Association shall be notified no less than thirty (30) calendar days in advance. During this thirty
23 (30) day period, the Appointing Authority shall upon request meet with the Association and discuss
24 ways and means of minimizing any impact the subcontracting may have on the employees.

25

ARTICLE 18

EXPENSE ALLOWANCES

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Section 1. General. The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. 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

1 Association prior to any changes in multiple work locations which would result in an increase in the
2 commuting distance to the employee's work locations. For the purposes of expense
3 reimbursement for trips to temporary work locations, the Appointing Authority shall designate one
4 (1) primary work location.

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

8 (1) the lesser of the mileage from the employee's residence to the first stop or from his/her
9 permanent work location to the first stop;

10 (2) all mileage between points visited on State business during the day;

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

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

17 Reimbursement for use of a motorcycle on official State business shall be at a rate of fifteen (15)
18 cents per mile on the most direct route.

19 The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best
20 interest of the State. Mileage reimbursement in such cases shall be at a rate of forty-five (45)
21 cents per mile and shall be based on the shortest route based on direct air mileage between the
22 point of departure and the destination.

23 **Section 3. Commercial Transportation.** When an employee is required to use commercial
24 transportation (air, taxi, rental car, etc.) in connection with authorized business of an Appointing

1 Authority, the employee shall be reimbursed for the actual expenses of the mode and class of
2 transportation so authorized. Reasonable gratuities may be included in commercial travel costs.

3 **Section 4. Overnight Travel.** Employees who incur expenses for lodging shall be allowed actual
4 reasonable costs of lodging, in addition to the actual cost of meals while away from their home
5 station, up to the maximums stated in Section 5 of this Article. ~~Normally, Employees may request~~
6 will be offered single-occupancy lodging when in travel status. The decision whether or not to
7 grant the request is at the discretion of the Appointing Authority. Employees in travel status in
8 excess of one (1) week without returning home shall be allowed actual cost not to exceed sixteen
9 dollars (\$16.00) per week for laundry and dry cleaning for each week after the first week. An
10 employee shall be reimbursed for baggage handling. The actual cost of personal telephone call
11 charges shall be reimbursed, except that the maximum reimbursement for each trip shall be the
12 result of multiplying the number of nights away from home by three dollars (\$3.00).

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

16 A. **Breakfast.**

17 Breakfast reimbursements may be claimed only if the employee is on assignment away from
18 his/her home station in a travel status overnight or departs from home in an assigned travel
19 status before 6:00 A.M.

20 B. **Noon Meal.**

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

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

3 C. **Dinner.**

4 Dinner reimbursement may be claimed only if the employee is away from his/her home station
5 in a travel status overnight or is required to remain in a travel status until after 7:00 P.M.

6 D. **Reimbursement Amount.**

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

9 Breakfast - \$7.00

10 Lunch - \$9.00

11 Dinner - \$15.00

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

13 Breakfast - \$8.00

14 Lunch - \$10.00

15 Dinner - \$17.00

16 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.

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

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

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

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

11 **Section 7. Payment of Expenses.** The Appointing Authority shall advance the estimated cost of
12 travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the
13 employee makes such a request a reasonable period of time in advance of the travel date.
14 Employees may request a State issued credit card. If the employee receives such a card, the
15 Appointing Authority and the employee may mutually agree to use the card in place of the
16 advance. Reimbursements shall be made within the payroll period following the payroll period in
17 which the employee submits their expenses.

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

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

8

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.

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

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

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

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

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

19 A. **Travel Status**. An employee eligible for relocation expenses pursuant to Section 1 shall be
20 considered to be in travel status up to a maximum of ninety (90) calendar days or until the date
21 of the move to the new permanent residence, whichever comes first, and shall be allowed
22 standard travel expenses to return to his/her permanent residence, once a week while being
23 lodged at his/her new station, or, by mutual agreement between the employee and the
24 Appointing Authority the employee may travel between his/her permanent residence, and

1 his/her new work station on a daily basis. If the first option is used, standard travel expenses
2 for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2)
3 trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day
4 period. Employees shall not receive mileage reimbursement for daily commuting to work from
5 the temporary residence.

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

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

15 D. **Moving Expenses.** The Appointing Authority shall pay the cost of moving and packing the
16 employee's household goods. The employee shall obtain no less than two (2) bids for packing
17 and/or moving household goods and approval must be obtained from the Appointing Authority
18 prior to any commitment to a mover to either pack or ship the employee's household goods.

19 The Appointing Authority shall pay for the moving of mobile homes if the trailer is the
20 employee's domicile; and such reimbursement shall include the cost of transporting support
21 blocks, skirts, and/or other attached fixtures.

22 E. **Documented Miscellaneous Expenses.** The employee shall be reimbursed up to a
23 maximum of one thousand dollars (\$1,000.00) for the necessary miscellaneous expenses
24 directly related to the move. At their sole discretion, Appointing Authorities may authorize
25 payment of additional relocation expenses up to the amount of seven hundred eighty-five

1 dollars (\$785.00). These expenses may include, but are not limited to, fees involved in the
2 purchase of housing in the new location, disconnecting and connecting appliances and/or
3 utilities, the cost of insurance for property damage during the move, the reasonable
4 transportation costs of the employee's family to the new work location at the time the move is
5 made including meals and lodging (such expenses shall be consistent with the provisions of
6 Article 18, Expense Allowances), or other direct costs associated with rental, purchase, or sale
7 of a residence, including, but not limited to, attorney fees, loan origination fees, abstract fees,
8 title insurance premiums, appraisal fees, credit report fees and government recording and
9 transfer fees; fees for inspections or other services required by law or local ordinances.

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

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

1 **ARTICLE 20**

2 **INSURANCE**

3
4 **Section 1. State Employee Group Insurance Program (SEGIP).** During the life of this
5 Agreement, the Employer agrees to offer a Group Insurance Program that includes health, dental,
6 life, and disability coverages equivalent to existing coverages, subject to the provisions of this
7 Article.

8 All insurance eligible employees will be provided with a Summary Plan Description (SPD) called
9 "Your Employee Benefits". Such SPD shall be provided no less than biennially and prior to the
10 beginning of the insurance year. New insurance eligible employees shall receive a SPD within
11 thirty (30) days of their date of eligibility.

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

14 A. **Employees - Basic Eligibility.** Employees may participate in the Group Insurance Program if
15 they are scheduled to work at least 1044 hours in any twelve consecutive months, except for:
16 (1) emergency, or temporary, or intermittent employees; (2) student workers; and (3) interns.

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

- 19 1. **DNR Employees.** An employee of the Department of Natural Resources may meet the
20 basic eligibility requirement for participation in the Group Insurance Program based on a
21 combination of seasonal and temporary project employment. Eligibility commences after
22 completion of three (3) years of continuous service in which the basic eligibility
23 requirements are met; continues until the employee completes a year in which the basic
24 eligibility requirements are not met; and commences again after the employee meets or is
25 anticipated to meet the basic eligibility requirements in one (1) year.

1 2. **Employees with a Work-related Injury/Disability.** An employee who was off the State
2 payroll due to a work-related injury or a work-related disability may continue to participate in
3 the Group Insurance Program as long as such an employee receives workers'
4 compensation payments or while the workers' compensation claim is pending.

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

7 4. **Retired Employees.** An employee who retires from State service, is not eligible for regular
8 (non-disability) Medicare coverage, has five (5) or more years of allowable pension service,
9 and is entitled at the time of retirement to immediately receive an annuity under a State
10 retirement program, may continue to participate in the health and dental coverages offered
11 through the Group Insurance Program.

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

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

17 1. **Spouse.** The spouse of an eligible employee (if ~~not~~ legally separated married under
18 Minnesota law). For the purposes of health insurance coverage, if that spouse works full-
19 time for an organization employing more than one hundred (100) people and elects to
20 receive either credits or cash (1) in place of health insurance or health coverage or (2) in
21 addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible
22 through his/her employing organization, he/she is not eligible to be a covered dependent for
23 the purposes of this Article. If both spouses work for the State or another organization
24 participating in the State's Group Insurance Program, neither spouse may be covered as a

1 dependent by the other, unless one spouse is not eligible for a full Employer Contribution as
2 defined in Section 3A.

3 ~~2. **Children and Grandchildren.** An eligible employee's unmarried dependent children and~~
4 ~~unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age~~
5 ~~twenty-four (24) if the child or grandchild is a full-time student at an accredited educational~~
6 ~~institution; or (3) a disabled child or grandchild, regardless of age or marital status who is~~
7 ~~incapable of self-sustaining employment by reason of developmental cognitive disability,~~
8 ~~mental illness or physical disability and is chiefly dependent on the employee for support.~~
9 ~~The disabled dependent shall be eligible to continue coverage as long as s/he continues to~~
10 ~~be disabled and dependent, unless coverage terminates under the contract. Children or~~
11 ~~grandchildren who become disabled after they are no longer eligible dependents under (1)~~
12 ~~and (2) above may not be considered eligible dependents unless they are continuing~~
13 ~~coverage as a dependent through the employee's prior Employer.~~

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

21 ~~"Dependent Grandchild" includes an employee's: (1) grandchild placed in the legal custody of~~
22 ~~the employee, (2) grandchild legally adopted by the employee or placed for adoption with the~~
23 ~~employee, or (3) grandchild who is the dependent child of the employee's unmarried dependent~~
24 ~~child. Under (1) and (3) above, the grandchild must be dependent upon the employee for~~
25 ~~principal support and maintenance and live with the employee.~~

1 ~~If both spouses work for the State or another organization participating in the State's Group~~
2 ~~Insurance Program, either spouse, but not both, may cover their eligible dependent children or~~
3 ~~grandchildren. This restriction also applies to two divorced, legally separated, or unmarried~~
4 ~~employees who share legal responsibility for their eligible dependent children or grandchildren.~~

5 **2. Children.**

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

8 **b. Dependent Child:** A "dependent child" includes an employee's (1) biological child, (2)
9 child legally adopted by or placed for adoption with the employee, (3) step-child, and (4)
10 foster child who has been placed with the employee by an authorized placement
11 agency or by a judgment, decree, or other court order. For a step-child to be
12 considered a dependent child, the employee must be legally married to the child's legal
13 parent or legal guardian. An employee (or the employee's spouse or jointly) must have
14 permanent, full and sole legal and physical custody of the foster child.

15 **c. Coverage Under Only One Plan:** For purposes of (a) and (b) above, if the employee's
16 adult child (age eighteen (18) to twenty-six (26)) works for the State or another
17 organization participating in the State's Group Insurance Program, the child may not be
18 covered as a dependent by the employee unless the child is not eligible for a full
19 Employer Contribution as defined in Section 3A.

20 **3. Grandchildren.** A dependent grandchild is an eligible employee's unmarried dependent
21 grandchild who:

22 **a.** Is financially dependent upon the employee for principal support and maintenance and
23 has resided with the employee continuously from birth, or

1 b. Resides with the employee and is dependent upon the employee for principal support
2 and maintenance and is the child of the employee's unmarried child (the parent) to age
3 nineteen (19).

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

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

16 **5. Qualified Medical Child Support Order.** A child who would otherwise meet the eligibility
17 requirements and is required to be covered by a Qualified Medical Child Support Order
18 (QMCSO) is considered an eligible dependent.

19 **6. Child Coverage Limited to Coverage Under One Employee.** If both spouses work for
20 the State or another organization participating in the State's Group Insurance Program,
21 either spouse, but not both, may cover the eligible dependent children or grandchildren.
22 This restriction also applies to two divorced, legally separated, or unmarried employees
23 who share legal responsibility for their eligible dependent children or grandchildren.

24 D. **Continuation Coverage.** Consistent with state and federal laws, certain employees, former
25 employees, dependents, and former dependents may continue group health, dental, and/or life
26 coverage at their own expense for a fixed length of time. As of the date of this Agreement,

1 state and federal laws allow certain group coverages to be continued if they would otherwise
2 terminate due to:

- 3 a. termination of employment (except for gross misconduct);
- 4 b. layoff;
- 5 c. reduction of hours to an ineligible status;
- 6 d. dependent child becoming ineligible due to change in age, student status, marital
7 status, or financial support (in the case of a foster child or stepchild);
- 8 e. death of employee;
- 9 f. divorce or legal separation; or
- 10 g. a covered employee's entitlement to or enrollment in Medicare.

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

13 A. **Full Employer Contribution - Basic Eligibility.** The following employees covered by this
14 Agreement receive the full Employer Contribution:

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

20 B. **Partial Employer Contribution - Basic Eligibility.** The following employees covered by this
21 Agreement receive the full Employer Contribution for basic life coverage, and at the employee's
22 option, a partial Employer Contribution for health and dental coverages. The partial Employer
23 Contribution for health and dental coverages is fifty (50%) percent of the full Employer
24 Contribution for both employee only and dependent coverage.

- 1 1. **Part-time Employees.** Employees who hold part-time, unlimited appointments and who
2 work at least fifty (50%) percent of the time but less than seventy-five (75%) percent of the
3 time.
- 4 2. **Seasonal Employees.** Seasonal employees who are scheduled to work at least 1044
5 hours over a period of any twelve (12) consecutive months.

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

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

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

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

1 3. **Work-related Injury/Disability.** An employee who receives an Employer Contribution and
2 who is off the State payroll due to a work-related injury or a work-related disability remains
3 eligible for an Employer Contribution as long as such an employee receives workers'
4 compensation payments. If such employee ceases to receive workers' compensation
5 payments for the injury or disability and is granted a medical leave under Article 10, he/she
6 shall be eligible for an Employer contribution during that leave.

7 4. **Corrections Early Retirement Incentive.**

8 a. ~~**Retirement Plan Corrections Early Retirement Incentive Options.**~~ Any
9 ~~Employees, with the exception of those who fall under Section 3-C, 4, b-1, f below,~~
10 ~~who are~~ is employed in a classification covered by the Correctional Employees
11 Retirement Plan (M.S. §§352.91 and 352.911) ~~and retire after August 28, 2007~~ shall be
12 eligible to retire under one of the following Corrections Early Retirement Incentive
13 ~~programs and conditions~~ if the conditions for eligibility as set forth in Section 3C4b
14 below are met.

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

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

21 1) ~~**Pre-Fifty-Five Retirement Plan Corrections Early Retirement Incentive.**~~ Any
22 employee who attains the age of fifty (50) after the effective date and before the
23 expiration date of the contract and who in the preceding three (3) years ~~from their of~~
24 his/her fiftieth (50th) birthday retirement is employed in a classification covered by
25 the Correctional Employees Retirement Plan (~~Minn. Stat.~~ M.S. §§352.91 and

1 352.911) and who retires at or after his/her fiftieth (50th) birthday but before his/her
2 fifty-fifth (55th) birthday shall be entitled to participate in the Pre-Fifty-Five (55)
3 ~~Retirement Plan~~ Corrections Early Retirement Incentive in accordance with the
4 provisions set forth in Section ~~3,C,4.b~~ 3C4b below.

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

- 10 2) **Post-Fifty-Five Retirement Plan Corrections Early Retirement Incentive**. Any
11 employee who attains the age of fifty-five (55) after the effective date and before the
12 expiration date of the contract and who in the preceding three (3) years ~~from their of~~
13 his/her fifty-fifth (55th) birthday retirement is employed in a classification covered by
14 the Correctional Employees Retirement Plan (~~Minn. Stat. M.S. §§352.91 and~~
15 352.911) may opt ~~in any during the pay period after in which~~ his/her fifty-fifth (55th)
16 birthday occurs or any time thereafter until the employee attains the age of sixty-five
17 (65) to participate in the Post-Fifty-Five Retirement Plan Corrections Early
18 Retirement Incentive in accordance with the provisions set forth in ~~3,C,4.b~~ Section
19 3C4b below.

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

1 of the medical/dental premium that exceed fifty dollars (\$50) shall be paid by the
2 employee.

3 b. **Conditions for Eligibility.**

4 1) **Current Employees Who Are Covered By This Agreement Before December 1,**
5 **2007.** Employees who are in a classification covered by this agreement before
6 December 1, 2007 shall be subject to the following conditions for eligibility:

7 a) Employees exercising either of these options must be eligible for and receiving
8 the Employer contribution for insurance coverage under the provisions of this
9 Article.

10 b) Employees exercising either of these options shall be provided with the
11 Employer contribution towards health and dental insurance which the employee
12 was entitled to at the time of retirement, subject to any changes in coverage in
13 accordance with this or any subsequent agreement.

14 c) Employees eligible to receive an Employer contribution for health and dental
15 coverage immediately prior to taking advantage of the Correctional Employees
16 Retirement Plan (M.S. §§352.91 and 352.911) shall continue to receive an
17 Employer contribution ~~as set forth in Section 1-A, 2~~ for themselves and their
18 enrolled dependents until the employee attains the age of sixty-five (65).

19 d) An employee who retires with no Employer contribution for dependent coverage
20 or who terminates dependent coverage following retirement may add a
21 dependent in accordance with Section 5~~7~~B~~7~~1; however, that employee shall not
22 subsequently be eligible for an Employer contribution for dependent coverage
23 except when the dependent is the employee's spouse and the spouse
24 immediately at the time of their retirement is enrolled in SEGIP and is receiving
25 an Employer contribution for health and dental insurance.

1 e) Receipt of the Correctional ~~Employees Retirement Plan~~ Early Retirement
2 Incentive benefits is contingent upon completion of all the required forms and
3 continued payment of the required premium by the employee.

4 ~~f) Employees attaining the age of fifty-five (55) prior to July 1, 2007 and who~~
5 ~~elected not to retire during the pay period in which they turned fifty-five (55) are~~
6 ~~no longer eligible for this benefit.~~

7 ~~g)~~ Excluding those on military and medical leaves, employees who are at least fifty-
8 five (55) years of age and are on an unpaid leave of absence of less than one
9 (1) year during the year preceding their retirement must continue to pay the
10 employer and employee contribution and be enrolled in the SEGIP program for
11 their health and dental insurance.

12 ~~h)~~ Excluding those on military and medical leaves, employees who are at least fifty-
13 five (55) years of age and are on an unpaid leave of absence in excess of one
14 (1) year immediately prior to their retirement shall be subject to the provisions in
15 Section ~~2 (New Employees)~~ 3C4b2 below.

16 2) **New Employees Who Are Covered By This Agreement On or After December**
17 **1, 2007.** Employees who promote, demote, transfer, or who are appointed to a
18 classification covered by this agreement on or after December 1, 2007 shall be
19 subject to the conditions listed directly above in Section ~~3-A, 2-b~~ 3C4b1), and the
20 additional conditions for eligibility listed below.

21 a) Employees must have a minimum cumulative total of ten (10) years of service in
22 a classification covered by the Correctional Employees Retirement Plan (~~Minn.~~
23 ~~Stat.~~ M.S. §§352.91 and 352.911) at the time of his/her date of retirement. Any
24 time spent in a classification that is not covered under the Correctional

1 Employees Retirement Plan (M.S. §§352.91 and 352.911) will not satisfy, and
2 will not be combined with covered time to satisfy, the required time.

3 b) The employee must have been employed in a classification covered by the
4 Correctional Employees Retirement Plan (~~Minn. Stat.~~ M.S. §§352.91 and
5 352.911) for a minimum of five (5) years immediately preceding his/her date of
6 retirement.

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

8 1. **General.** An employee who receives a full or partial Employer Contribution maintains that
9 eligibility as long as the employee meets the Employer Contribution eligibility requirements,
10 and appears on a State payroll for at least one (1) full working day during each payroll
11 period. This requirement does not apply to employees who receive an Employer
12 Contribution while on layoff as described in Section 3C2, or while eligible for workers'
13 compensation payments as described in Section 3C3.

14 2. **Unpaid Leave of Absence.** If an employee is on an unpaid leave of absence, then
15 vacation leave, compensatory time, or sick leave cannot be used for the purpose of
16 maintaining eligibility for an Employer Contribution by keeping the employee on a State
17 payroll for one (1) working day per pay period.

18 3. **School Year Employment.** If an employee is employed on the basis of a school year and
19 such employment contemplates absences from the State payroll during the summer months
20 or vacation periods scheduled by the Appointing Authority which occur during the regular
21 school year, the employee shall nonetheless remain eligible for an Employer Contribution,
22 provided that the employee appears on the regular payroll for at least one (1) working day
23 in the payroll period immediately preceding such absences.

24 4. An employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as
25 provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

1 **Section 4. Amount of Employer Contribution.** For employees eligible for an Employer
2 Contribution as described in Section 3, the amount of the Employer Contribution will be determined
3 as follows beginning on January 1, ~~2010~~2012. The Employer Contribution amounts and rules in
4 effect on June 30, ~~2009-2011~~ will continue through December 31, ~~2009~~2011.

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

6 1. **Employee Coverage.** For employee health coverage, the Employer contributes an amount
7 equal to one hundred (100%) percent of the employee-only premium of the Minnesota
8 Advantage Health Plan (Advantage).

9 2. **Dependent Coverage.** For dependent health coverage for the ~~2010 and 2011~~2012 and
10 2013 plan years, the Employer contributes an amount equal to eighty-five (85%) percent of
11 the dependent premium of Advantage.

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

13 1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount
14 equal to the lesser of ninety (90%) percent of the employee premium of the State Dental
15 Plan, or the actual employee premium of the dental plan chosen by the employee.
16 However, for calendar years beginning January 1, ~~2010~~2012, and January 1, ~~2011~~2013,
17 the minimum employee contribution shall be five dollars (\$5.00) per month.

18 2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an
19 amount equal to the lesser of fifty (50%) percent of the dependent premium of the State
20 Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

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

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

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

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

10 2. **Eligibility Changes.** Employees who become eligible for a full Employer Contribution must
11 make their benefit elections within thirty (30) calendar days of becoming eligible. If
12 employees do not choose a health plan administrator and a primary care clinic within this
13 thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if
14 available) that meets established access standards in the health plan with the largest
15 number of Benefit Level One and Two clinics in the county of the employee's residence at
16 the beginning of the insurance year.

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

20 An employee may change his/her health or dental plan if the employee changes to a new
21 permanent work or residence location and the employee's current plan is no longer available. If
22 the employee has family coverage and if the new residence location is outside of the current
23 plan's service area, the employee shall be permitted to switch to a new plan administrator and
24 new Benefit Level within thirty (30) days of the residence location change. The election change
25 must be due to and correspond with the change in status. An employee who receives
26 notification of a work location change between the end of an open enrollment period and the

1 beginning of the next insurance year, may change his/her health or dental plan within thirty (30)
2 days of the date of the relocation under the same provisions accorded during the last open
3 enrollment period. An employee or retiree may also change health or dental plans in any other
4 situation in which the Employer is required by the applicable federal or state law to allow a plan
5 change.

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

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

12 The request to change coverage must be consistent with a change in status that qualifies
13 as a life event, and does not include changing health or dental plans, which may only be
14 done under the terms of Section 5A above. Any election to add coverage must be made
15 within thirty (30) days following the event, and any election to cancel coverage must be
16 made within sixty (60) days following the event. (An employee and a retired employee may
17 add dependent health or dental coverage following the birth of a child or dependent
18 grandchild, or following the adoption of a child, without regard to the thirty (30) day limit.)

19 These life events (for both employees and retirees) are:

20 a. A change in legal marital status, including marriage, death of a spouse, divorce, legal
21 separation and annulment.

22 b. A change in number of dependents, including birth, death, adoption, and placement for
23 adoption.

24 c. A change in employment status of the employee, or the employee's or retiree's spouse
25 or dependent, including termination or commencement of employment, a strike or

- 1 lockout, a commencement of or return from an unpaid leave of absence, a change in
2 worksite, and a change in working conditions (including changing between part-time
3 and full-time or hourly and salary) of the employee, the employee's or retiree's spouse
4 or dependent which results in a change in the benefits they receive under a cafeteria
5 plan or a health or dental plan.
- 6 d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of
7 age, ~~student status, marital status, or other similar circumstances~~ or otherwise no
8 longer meets the eligibility requirements under Section 2C.
- 9 e. A change in the place of residence of the employee, retiree or their spouse or
10 dependent.
- 11 f. Significant cost or coverage changes (including coverage curtailment and the addition
12 of a benefit package).
- 13 g. Family Medical Leave Act (FMLA) leave.
- 14 h. Judgments, decrees or orders.
- 15 i. A change in coverage of a spouse or dependent under another Employer's plan.
- 16 j. Open enrollment under the plan of another Employer.
- 17 k. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for
18 new dependents and in the case of loss of other insurance coverage.
- 19 l. A COBRA-qualifying event.
- 20 m. Loss of coverage under the group health plan of a governmental or educational
21 institution (a State's children's health insurance program, medical care program of an
22 Indian tribal government, State health benefits risk pool, or foreign government group
23 health plan).

- 1 n. Entitlement to Medicare or Medicaid.
- 2 o. Any other situations in which the group health or dental plan is required by the
3 applicable federal or state law to allow a change in coverage.
- 4 2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above
5 situations, dependent health or dependent dental coverage may also be cancelled for any
6 reason during the open enrollment period that applies to each type of plan (as long as
7 allowed under the applicable provisions, regulations and rules of the federal and state law
8 in effect at the beginning of the plan year).
- 9 3. **Canceling Employee Coverage.** A part-time employee may also cancel employee
10 coverage within sixty (60) days of when one of the life events set forth above occurs.
- 11 4. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination will
12 take effect on the first of the month following the loss of eligible employee or dependent
13 status. Disability benefit coverage terminations will take effect on the day following loss of
14 eligible employee status.
- 15 C. **Effective Date of Coverage.**
- 16 1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance
17 Program is the thirty-fifth (35th) day following the employee's first day of employment, re-
18 hire, or reinstatement with the State. The initial effective date of coverage for an employee
19 whose eligibility has changed is the date of the change. An employee must be actively at
20 work on the initial effective date of coverage, except that an employee who is on paid leave
21 on the date State-paid life insurance benefits increase is also entitled to the increased life
22 insurance coverage. In no event shall an employee's dependent's coverage become
23 effective before the employee's coverage.

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

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

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

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

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

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

22 D. **Open Enrollment.**

23 1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in
24 each year of this Agreement, and for dental coverage in the first year of this Agreement.

1 Each year of the Agreement, all employees shall have the option to complete a Health
2 Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days
3 in each year of the Agreement. Open enrollment changes become effective on January 1
4 of each year of this Agreement. Subject to a timely contract settlement, the Employer shall
5 make open enrollment materials available to employees at least fourteen (14) days prior to
6 the start of the open enrollment period.

7 2. **Eligibility to Participate.** An employee eligible to participate in the State Employee Group
8 Insurance Program, as described in Sections 2A and 2B, may participate in open
9 enrollment. In addition, a person in the following categories may, as allowed in section 5D1
10 above, make certain changes: (1) a former employee or dependent on continuation
11 coverage, as described in Section 2D, may change plans or add coverage for health and/or
12 dental plans on the same basis as active employees; and (2) an early retiree, prior to
13 becoming eligible for Medicare, may change health and/or dental plans as agreed to for
14 active employees, but may not add dependent coverage.

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

19 E. **Coverage Selection Prior to Retirement.** An employee who retires and is eligible to continue
20 insurance coverage as a retiree may change his/her health or dental plan during the sixty (60)
21 calendar day period immediately preceding the date of retirement. The employee may not add
22 dependent coverage during this period. The change takes effect on the first day of the month
23 following the date of retirement.

24 **Section 6. Basic Coverages.**

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

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

6 2. **Coverage Under the Minnesota Advantage Health Plan**. From July 1, ~~2009~~2011
7 through December 31, ~~2009~~2012, health coverage under the SEGIP will continue at the
8 level in effect on June 30, ~~2009~~2011. Effective January 1, ~~2010~~2013, Advantage will cover
9 eligible services subject to the copayments, deductibles and coinsurance coverage limits
10 stated. Services provided through Advantage are subject to the managed care procedures
11 and principles, including standards of medical necessity and appropriate practice, of the
12 plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

13 a. **Benefit Options**. Employees must elect a plan administrator and primary care clinic.
14 Those elections will determine the Benefit Level through Advantage. Enrolled
15 dependents must elect a primary care clinic that is available through the plan
16 administrator chosen by the employee.

17 1) **Plan Administrator**. Employees must elect a plan administrator during their initial
18 enrollment in Advantage and may change their plan administrator election only
19 during the annual open enrollment and when permitted under Section 5.
20 Dependents must be enrolled through the same plan administrator as the employee.

21 2) **Benefit Level**. The primary care clinics available through each plan administrator
22 are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart
23 below. Primary care clinics may be in different Benefit Levels for different plan
24 administrators. Family members may be enrolled in clinics that are in different
25 Benefits Levels. Employees and their dependents may change to clinics in different
26 Benefit Levels during the annual open enrollment. Employees and their dependents

1 may also elect to move to a clinic in a different Benefit Level within the same plan
 2 administrator up to two (2) additional times during the plan year. Unless the
 3 individual has a referral from his/her primary care clinic, there are no benefits for
 4 services received from providers in Benefit Levels that are different from that of the
 5 primary care clinic in which the individual has enrolled.

6 3) **Primary Care Clinic.** Employees and each of their covered dependents must
 7 individually elect a primary care clinic within the network of providers offered by the
 8 plan administrator chosen by the employee. Employees and their dependents may
 9 elect to change clinics within their clinic's Benefit Level as often as the plan
 10 administrator permits and as outlined above.

11 4) **Advantage Benefit Chart for Services Incurred During Plan Years ~~2010 and~~**
 12 **20112012 and 2013.**

<u>2010 and 2011-2012</u> <u>Benefit Provision</u>	<u>Benefit Level</u> <u>1</u> <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> <u>2</u> <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> <u>3</u> <u>The member</u> <u>pays:</u>	<u>Benefit Level</u> <u>4</u> <u>The member</u> <u>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

<u>2010 and 2011-2012 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>
Emergency room copay	\$75	\$75	\$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays <ul style="list-style-type: none"> 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 <u>NOT</u> 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
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

<u>2013 Benefit Provision</u>	<u>Benefit Level 1</u> <u>The member pays:</u>	<u>Benefit Level 2</u> <u>The member pays:</u>	<u>Benefit Level 3</u> <u>The member pays:</u>	<u>Benefit Level 4</u> <u>The member pays:</u>
<u>Deductible for all services except drugs and preventive care (S/F)</u>	<u>\$75/150</u>	<u>\$180/360</u>	<u>\$400/800</u>	<u>\$1,000/2,000</u>
<u>Office visit copay/urgent care (copay waived for preventive services)</u> <u>1) Having taken health assessment and opted-in for health coaching</u> <u>2) Not having taken health assessment or not having opted-in for health coaching</u>	<u>1) \$18</u> <u>2) \$23</u>	<u>1) \$23</u> <u>2) \$28</u>	<u>1) \$36</u> <u>2) \$41</u>	<u>1) \$55</u> <u>2) \$60</u>
<u>Convenience Clinic (deductible waived)</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>	<u>\$10</u>
<u>Emergency room copay</u>	<u>\$100</u>	<u>\$100</u>	<u>\$100</u>	<u>N/A – subject to Deductible and 25% Coinsurance to OOP maximum</u>
<u>Facility copays</u> <u>• Per inpatient admission (waived for admission to Center of Excellence)</u> <u>• Per outpatient surgery</u>	<u>\$100</u> <u>\$60</u>	<u>\$200</u> <u>\$120</u>	<u>\$500</u> <u>\$250</u>	<u>N/A – subject to Deductible and 25% Coinsurance to OOP maximum</u> <u>N/A – subject to Deductible and 25% Coinsurance to OOP maximum</u>
<u>Coinsurance for MRI/CT scan services</u>	<u>5%</u>	<u>10%</u>	<u>20%</u>	<u>N/A – subject to Deductible and 25% Coinsurance to OOP maximum</u>

<u>2013 Benefit Provision</u>	<u>Benefit Level 1</u> <u>The member pays:</u>	<u>Benefit Level 2</u> <u>The member pays:</u>	<u>Benefit Level 3</u> <u>The member pays:</u>	<u>Benefit Level 4</u> <u>The member pays:</u>
<u>Coinsurance for services NOT subject to copays</u>	<u>5% (95% coverage after payment of deductible)</u>	<u>5% (95% coverage after payment of deductible)</u>	<u>20% (80% coverage after payment of deductible)</u>	<u>25% for all services to OOP maximum after deductible</u>
<u>Coinsurance for durable medical equipment</u>	<u>20% (80% coverage after payment of 20% coinsurance)</u>	<u>20% (80% coverage after payment of 20% coinsurance)</u>	<u>20% (80% coverage after payment of 20% coinsurance)</u>	<u>25% for all services to OOP maximum after deductible</u>
<u>Copay for three-tier prescription drug plan</u>	<u>Tier 1: \$12</u> <u>Tier 2: \$18</u> <u>Tier 3: \$38</u>			
<u>Maximum drug out-of-pocket limit (S/F)</u>	<u>\$800/\$1,600</u>	<u>\$800/\$1,600</u>	<u>\$800/\$1,600</u>	<u>\$800/\$1,600</u>
<u>Maximum non-drug out-of-pocket limit (S/F)</u>	<u>\$1,100/\$2,200</u>	<u>\$1,100/\$2,200</u>	<u>\$1,500/\$3,000</u>	<u>\$2,500/\$5,000</u>

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- 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

1 Levels that are different from that of the primary care clinic in which the individual has
2 enrolled.

3 d. **Services not requiring authorization by a primary care physician within the**
4 **primary care clinic.**

5 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay
6 applies.

7 2) **Outpatient emergency and urgicenter services within the service area.** The
8 emergency room copay applies to all outpatient emergency visits that do not result
9 in hospital admission within twenty-four (24) hours. The urgicenter copay is the
10 same as the primary care clinic office visit copay.

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

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

21 e. **Prescription drugs.**

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

23 For ~~each~~the first year of the contract:

1 Tier 1 copayment: Ten dollar (\$10) copayment per prescription or refill for a Tier
2 1 drug dispensed in a thirty (30) day supply.

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

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

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

10 For the second year of the contract:

11 Tier 1 copayment: Twelve dollar (\$12) copayment per prescription or refill for a
12 Tier 1 drug dispensed in a thirty (30) day supply.

13 Tier 2 copayment: Eighteen dollar (\$18) copayment per prescription or refill for
14 a Tier 2 drug dispensed in a thirty (30) day supply.

15 Tier 3 copayment: Thirty-eight dollar (\$38) copayment per prescription or refill
16 for a Tier 3 drug dispensed in a thirty (30) day supply.

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

20 2) **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for
21 each type prescribed.

22 3) **Brand Name Drugs.** If the subscriber chooses a brand name drug when a
23 bioequivalent generic drug is available, the subscriber is required to pay the

1 standard copayment plus the difference between the cost of the brand name drug
2 and the generic. Amounts above the copay that an individual elects to pay for a
3 brand name instead of a generic drug will not be credited toward the out-of-pocket
4 maximum.

5 4) **Special Coverage for “Grandfathered Diabetic Group”**. For insulin dependent
6 diabetics who have been continuously enrolled for health coverage insured or
7 administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991
8 and who were identified as having used these supplies during the period January 1,
9 1991 through September 30, 1991 (herein the “Grandfathered Diabetic Group”),
10 diabetic supplies are covered as follows:

- 11 • Test tapes and syringes are covered at one hundred (100%) percent for the
12 greater of a thirty (30) day supply or one hundred (100) units when
13 purchased with insulin.

14 5) **Special Coverage for Nicotine Replacement Therapies**. There will be no
15 copayment for formulary nicotine replacement therapies for employees and
16 dependents who take the Health Assessment, opt-in for coaching, and are engaged
17 in a plan-sponsored smoking cessation program, or other program as documented
18 by the health coach.

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

- 22 1) Mental health services – inpatient or outpatient.
- 23 2) Chemical dependency services – inpatient and outpatient.
- 24 3) Chiropractic services.

- 1 4) Transplant coverage.
- 2 5) Cardiac services.
- 3 6) Home infusion therapy.
- 4 7) Hospice.
- 5 g. **Individuals whose permanent residence and principal work location are outside**
6 **the State of Minnesota and outside of the service areas of the health plans**
7 **participating in Advantage.** If these individuals use the plan administrator's national
8 preferred provider organization in their area, services will be covered at Benefit Level
9 Two. If a national preferred provider is not available in their area, services will be
10 covered at Benefit Level Two through any other provider available in their area. If the
11 national preferred provider organization is available but not used, benefits will be paid at
12 the POS level described in paragraph "i" below. All terms and conditions outlined in the
13 Summary of Benefits will apply.
- 14 h. **Children living with an ex-spouse outside the service area of the employee's plan**
15 **administrator.** Covered children living with former spouses outside the service area of
16 the employee's plan administrator, and enrolled under this provision as of December
17 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be
18 provided by providers in the plan administrator's national preferred provider
19 organization. If the national preferred provider organization is available but not used,
20 benefits will be paid at the POS level described in paragraph "i" below.
- 21 i. **Individuals whose permanent residence is outside the State of Minnesota and**
22 **outside the service areas of the health plans participating in Advantage.** (This
23 category includes employees temporarily residing outside Minnesota on temporary
24 assignment or paid leave (including spouses living out sabbatical leaves) and all
25 dependent children (including college students) and of area.) The point of service

1 (POS) benefit described below is available to these individuals. All terms and
2 conditions outlined in the Summary of Benefits apply. This benefit is not available for
3 services received within the service areas of the health plans participating in
4 Advantage.

5 1) **Deductible**. There is a three hundred fifty dollar (\$350) annual deductible per
6 person, with a maximum deductible per family per year of seven hundred dollars
7 (\$700).

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

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

12 In the first year of the contract, coverage under Advantage is subject to a plan year,
13 non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars
14 (\$1,100) per person or two thousand two hundred dollars (\$2,200) per family.

15 In the second year of the contract, coverage under Advantage is subject to a plan year,
16 non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars
17 (\$1,100) per person or two thousand two hundred dollars (\$2,200) per family for
18 members whose primary care clinic is in Cost Level 1 or Cost Level 2; one thousand
19 five hundred dollars (\$1,500) per person or three thousand dollars (\$3,000) per family
20 for members whose primary care clinic is in Cost Level 3; and two thousand five
21 hundred dollars (\$2,500) per person or five thousand dollars (\$5,000) per family for
22 members whose primary care clinic is in Cost Level 4.

23 k. **Convenience Clinics**. Services received at convenience clinics are subject to a ten
24 dollar (\$10) copayment in each year of the Agreement. First dollar deductibles are
25 waived for convenience clinic visits. (Note that prescriptions received as a result of a

1 visit are subject to the drug copayment and out-of-pocket maximums described above
2 at 6A2(4)e.)

3 3. **Benefit Level Two Health Care Network Determination.** Issues regarding the health
4 care networks for the ~~2011~~2013 insurance year shall be negotiated in accordance with the
5 following procedures:

6 a. At least twelve (12) weeks prior to the open enrollment period for the ~~2011~~2013
7 insurance year the Employer shall meet and confer with the Joint Labor/Management
8 Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two
9 health care networks.

10 b. If no agreement is reached within five (5) working days, the Employer and the Joint
11 Labor/Management Committee on behalf of all of the exclusive representatives shall
12 submit a list of providers/provider groups in dispute to a mutually agreed upon neutral
13 expert in health care delivery systems for final and binding resolution. The only
14 providers/provider groups that may be submitted for resolution by this process are those
15 for which, since the list for the ~~2010~~2012 insurance year was established, Benefit Level
16 Two access has changed, or those that are intended to address specific problems
17 caused by a reduction in Benefit Level Two access.

18 Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of
19 five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a
20 coin to determine who strikes first. One-half (1/2) of the fees and expenses of the
21 neutral shall be paid by the Employer and one-half (1/2) by the Exclusive
22 Representatives. The parties shall select a neutral within five (5) working days after no
23 agreement is reached, and a hearing shall be held within fourteen (14) working days of
24 the selection of the neutral.

25 c. The decision of the neutral shall be issued within two (2) working days after the hearing.

1 4. **Coordination with Workers' Compensation.** When an employee has incurred an on-the-
2 job injury or an on-the-job disability and has filed a claim for workers' compensation,
3 medical costs connected with the injury or disability shall be paid by the employee's health
4 plan, pursuant to M.S. 176.191, Subdivision 3.

5 5. **Health Promotion and Health Education.** Both parties to this Agreement recognize the
6 value and importance of health promotion and health education programs. Such programs
7 can assist employees and their dependents to maintain and enhance their health, and to
8 make appropriate use of the health care system. To work toward these goals:

9 a. **Develop programs.**

10 1) The Employer will develop and implement health promotion and health education
11 programs, subject to the availability of resources. Each Appointing Authority will
12 develop a health promotion and health education program consistent with the
13 Minnesota Management & Budget policy. Upon request of any exclusive
14 representative in an agency, the Appointing Authority shall jointly meet and confer
15 with the exclusive representative(s) and may include other interested exclusive
16 representatives. Agenda items shall include but are not limited to smoking
17 cessation, weight loss, stress management, health education/self-care, and
18 education on related benefits provided through the health plan administrators
19 serving state employees.

20 2) **Pilot Programs.** The Employer may develop voluntary pilot programs to test the
21 acceptability of various risk management programs. Incentives for participation in
22 such programs may include limited short-term improvements to the benefits outlined
23 in this Article. Implementation of such pilot programs is subject to the review and
24 approval of the Joint Labor-Management Committee on Health Plans.

- 1 b. **Health plan specification.** The Employer will require health plans participating in the
2 Group Insurance Program to develop and implement health promotion and health
3 education programs for State employees and their dependents.
- 4 c. **Employee participation.** The Employer will assist employees' participation in health
5 promotion and health education programs. Health promotion and health education
6 programs that have been endorsed by the Employer (Minnesota Management &
7 Budget) will be considered to be non-assigned job-related training pursuant to
8 Administrative Procedure 21. Approval for this training is at the discretion of the
9 Appointing Authority and is contingent upon meeting staffing needs in the employee's
10 absence and the availability of funds. Employees are eligible for release time, tuition
11 reimbursement, or a pro rata combination of both. Employees may be reimbursed for
12 up to one hundred (100%) percent of tuition or registration costs upon successful
13 completion of the program. Employees may be granted release time, including the
14 travel time, in lieu of reimbursement.
- 15 d. **Health promotion incentives.** The Joint Labor-Management Committee on Health
16 Plans shall develop a program which provides incentives for employees who participate
17 in a health promotion program. The health promotion program shall emphasize the
18 adoption and maintenance of more healthy lifestyle behaviors and shall encourage
19 wiser usage of the health care system.
- 20 6. **Post Retirement Health Care Benefit.** Employees who retire on or after January 1, 2008,
21 shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State
22 Retirement System's (MSRS) Health Care Savings Plan, if at the time of retirement the
23 employee is entitled to an annuity under a State retirement program. An employee who
24 becomes totally and permanently disabled on or after January 1, 2008, who receives a
25 State disability benefit, and is eligible for a deferred annuity under a State retirement

1 program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS
2 Health Care Savings Plan. Employees are eligible for this benefit only once.

3 **B. Employee Life Coverage.**

4 1. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees
5 to provide and pay for the following term life coverage and accidental death and
6 dismemberment coverage for all employees eligible for an Employer Contribution, as
7 described in Section 3. Any premium paid by the State in excess of fifty thousand dollars
8 (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service
9 regulations. An employee may decline coverage in excess of fifty thousand dollars
10 (\$50,000) by filing a waiver in accord with Minnesota Management & Budget procedures.
11 The basic life insurance policy will include an accelerated benefits agreement providing for
12 payment of benefits prior to death if the insured has a terminal condition.

<u>Employee's</u>	<u>Group Life</u>	<u>Accidental Death</u>
<u>Annual Base</u>	<u>Insurance</u>	<u>and Dismemberment</u>
<u>Salary</u>	<u>Coverage</u>	<u>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

<u>Employee's</u>	<u>Group Life</u>	<u>Accidental Death</u>
<u>Annual Base</u>	<u>Insurance</u>	<u>and Dismemberment</u>
<u>Salary</u>	<u>Coverage</u>	<u>Principal Sum</u>
\$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

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

6 **Section 7. Optional Coverages.**

7 A. **Employee and Family Dental Coverage.**

- 8 1. **Coverage Options.** Eligible employees may select coverage under any one of the dental
9 plans offered by the Employer, including health maintenance organization plans, the State
10 Dental Plan, or other dental plans. Coverage offered through health maintenance
11 organization plans is subject to change during the life of this Agreement upon action of the
12 health maintenance organization and approval of the Employer after consultation with the
13 Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the
14 level of HMO coverages effective during the term of this Agreement, including increases in

1 copayments, require approval of the Joint Labor/Management Committee on Health Plans.
2 Coverage offered through the State Dental Plan is determined by Section 7A2.

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

5 a. **Copayments.** Effective January 1, ~~2010~~2012, the State Dental Plan will cover
6 allowable charges for the following services subject to the copayments and coverage
7 limits stated. Higher out-of-pocket costs apply to services obtained from dental care
8 providers not in the State Dental Plan network. Services provided through the State
9 Dental Plan are subject to the State Dental Plan's managed care procedures and
10 principles, including standards of dental necessity and appropriate practice. The plan
11 shall cover general cleaning two (2) times per plan year and special cleanings (root or
12 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

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

1 b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty
2 dollars (\$150) per family applies to State Dental Plan non-preventive services received
3 from in-network providers. An annual deductible of one hundred twenty-five dollars
4 (\$125) per person applies to State Dental Plan services received from out of network
5 providers. The deductible must be satisfied before coverage begins.

6 c. **Annual maximums.** State Dental Plan coverage is subject to a one thousand dollar
7 (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual"
8 means per insurance year.

9 d. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible
10 dependent children ages 8 through 18 subject to a two thousand four hundred dollar
11 (\$2,400) lifetime maximum benefit.

12 B. **Life Coverage.**

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

21 2. **Spouse.** An employee may purchase up to five hundred thousand dollars (\$500,000) life
22 insurance coverage for his/her spouse in increments established by the Employer, subject
23 to satisfactory evidence of insurability. A new employee may purchase either five thousand
24 dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their
25 initial effective date of coverage as defined in this Article, Section 5C without evidence of

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

5 3. **Children/Grandchildren.** An employee may purchase life insurance in the amount of ten
6 thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined
7 in Section ~~2C-2A2~~ and 2A3 of this Article). For a new employee, child/grandchild coverage
8 requires evidence of insurability if application is made after the initial effective date of
9 coverage as defined in this Article, Section 5C. An employee who becomes eligible for
10 insurance may purchase child/grandchild coverage without evidence of insurability if
11 application is made within thirty (30) days of the initial effective date as defined in this
12 Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.

13 4. **Accelerated Life.** The additional employee, spouse and child life insurance policies will
14 include an accelerated benefits agreement providing for payment of benefits prior to death if
15 the insured has a terminal condition.

16 5. **Waiver of Premium.** In the event an employee becomes totally disabled before age
17 seventy (70), there shall be a waiver of premium for all life insurance coverage that the
18 employee had at the time of disability.

19 6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has
20 carried optional employee life insurance for the five (5) consecutive years immediately
21 preceding the date of the employee's retirement or age sixty-five (65), whichever is later,
22 shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen
23 (15) percent of the smallest amount of optional employee life insurance in force during that
24 five (5) year period. The employee's post-retirement death benefit shall be effective as of
25 the date of the employee's retirement or the employee age sixty-five (65), whichever is
26 later. Employees who retire prior to age sixty-five (65) must be immediately eligible to

1 receive a state retirement annuity and must continue their optional employee life insurance
2 to age sixty-five (65) in order to remain eligible for the employee post-retirement death
3 benefit.

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

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

15 C. **Disability Coverage.**

16 1. **Short-term Disability Coverage.** An employee may purchase short-term disability
17 coverage that provides benefits of from three hundred dollars (\$300) to five thousand
18 dollars (\$5,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one
19 hundred eighty (180) days during total disability due to a non-occupational accident or a
20 non-occupational sickness. Benefits are paid from the first day of a disabling injury or from
21 the eighth day of a disabling sickness. For a new employee, coverage applied for by the
22 initial effective date of coverage as defined in this Article, Section 5C does not require
23 evidence of insurability. For an employee who becomes eligible for insurance, coverage
24 applied for within thirty (30) days of the initial effective date does not require evidence of
25 insurability.

1 2. **Long-term Disability Coverage.** New employees may enroll in long-term disability
2 insurance by their initial effective date of coverage. Employees who become eligible for
3 insurance may enroll in long-term disability insurance within thirty (30) days of their initial
4 effective date as defined in this Article, Section 5C. The terms are the same as for
5 employees who wish to add/increase during the annual open enrollment. During open
6 enrollment only, an employee may purchase long-term disability coverage that provides
7 benefits of from three hundred dollars (\$300) to seven thousand dollars (\$7,000) per month,
8 based on the employee's salary, commencing on the 181st calendar day of total disability,
9 and not subject to evidence of insurability but with a limited term pre-existing condition
10 exclusion. Employees should be aware that other wage replacement benefits, as described
11 in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement
12 Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any
13 event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of
14 the amount purchased. The minimum benefit will not be reduced by any other wage
15 replacement benefit. In the event that the employee becomes totally disabled before age
16 seventy (70), the premiums on this benefit shall be waived.

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

24 E. **Continuation of Optional Coverages During Unpaid Leave or Layoff.** An employee who
25 takes an unpaid leave of absence or who is laid off may discontinue premium payments on
26 optional policies during the period of leave or layoff. If the employee returns within one (1)
27 year, the employee shall be permitted to pick up all optionals held prior to the leave or layoff.

1 For purposes of reinstating such optional coverages, the following limitations shall be
2 applicable.

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

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

ARTICLE 21

TRANSFERS BETWEEN DEPARTMENTS

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

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.

1 **ARTICLE 22**

2 **HEALTH AND JOB SAFETY**

3

4 **Section 1. General.** It shall be the policy of the Employer to provide for the health and safety of
5 its employees by providing safe and healthful working conditions, safe work areas, and safe and
6 healthful work methods. In the application of this policy, the prevention of accidents, the creation
7 and maintenance of clean, sanitary and healthful restrooms and eating facilities shall be the
8 continuing commitment of the Employer. The employees shall have the responsibility to use all
9 provided safety equipment and procedures in their daily work and shall cooperate in all safety and
10 accident prevention programs. Nothing in this Article shall be interpreted as restricting any
11 employees' right to file a complaint with OSHA.

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

22 Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate
23 work within her Department. The Appointing Authority will attempt to accommodate such a
24 request. In the event that such reassignment is not practicable, the employee shall have the right
25 to request an unpaid leave of absence pursuant to Article 14, Section 3G.

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

8 Any medical examinations required by the Appointing Authority pursuant to this Article shall be at
9 no cost to the employee, and the Appointing Authority shall receive a copy of the medical report.
10 Upon request, the employee shall receive a copy of the medical report.

11 **Section 4. Local Safety Committee.** Each Appointing Authority shall establish at least one (1)
12 Safety Committee. The Safety Committee shall be comprised of one (1) representative designated
13 by the Association representatives from other bargaining units; and the Appointing Authority may
14 appoint a number of management representatives equal to the total number of bargaining unit
15 representatives. The Appointing Authority's designated Occupational Health and Safety Officer
16 shall act as the Chairperson. The Safety Committee shall meet quarterly and be scheduled by the
17 Chairperson. Additional meetings may be called by the Safety Officer or by a majority of the
18 Committee as the need may arise. All Safety Committee meetings shall be held during normal day
19 shift working hours on the Appointing Authority's premises and without loss of pay.

20 The function of the Safety Committee will be to review reports of property damage, personal injury
21 accidents and alleged hazardous working conditions, so as to provide support for a strong safety
22 program and to review and recommend safety policies to the Appointing Authority. Employees
23 shall bring all unsafe equipment or job conditions to the attention of the immediate supervisor
24 and/or the Safety Officer. Should the unsafe condition not be corrected within a reasonable time,
25 the employee may bring the equipment or job practice to the attention of the Safety Committee.

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

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

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

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ARTICLE 23

HOUSING

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

9 In the event the Appointing Authority no longer requires an employee to live in a state-owned
10 residence as a condition of employment, the employee will be given a reasonable period of time of
11 not less than six (6) calendar months in which to find alternate housing if the employee so desires.

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

14 **Section 2. Utilities and Repairs.** The Appointing Authority shall pay all taxes on state-owned
15 residences. If the Appointing Authority requires an employee to maintain an office in the state-
16 owned residence, the Appointing Authority shall pay all utilities related to the operation of the
17 office.

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

24 **Section 3. Garage Space.** If available, garage space may be used by the employee for his/her
25 private vehicle without cost to the employee.

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

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ARTICLE 24

WAGES

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

14 **Section 2. First Year Wage Adjustment.** Effective July 1, 2011, all salary ranges and rates shall
15 remain the same as those in effect on June 30, 2011. These salary ranges and rates shall remain
16 in effect from July 1, 2011 through January 1, 2013. The compensation grids for classes covered
17 by this Agreement are contained in Appendix E-1.

18 **Section 3. Second Year Wage Adjustment.** Effective January 2, 2013, all salary ranges and
19 rates shall be increased by two percent (2.0%), rounded to the nearest cent. Salary increases
20 provided by this Section shall be given to all employees including those employees whose rates of
21 pay exceed the maximum rate for their class. The compensation grids for classes covered by this
22 Agreement are contained in Appendix E-2. Conversion to the new compensation grid shall not
23 change an employee's eligibility for step progression increases.

24 **Section 24. Progression.** ~~No salary increases shall be granted to employees with anniversary~~
25 ~~dates from July 1, 2009 through June 30, 2010.~~ All increases authorized by this Section shall be
26 effective at the start of the pay period nearest to the employee's anniversary date.

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

4 With written notice to the employee, Appointing Authorities may withhold such step increases
5 because performance standards have not been met or only marginally attained. Increases so
6 withheld may subsequently be granted upon certification by the Appointing Authority that the
7 employee has achieved a satisfactory level of performance. If an Appointing Authority fails to give
8 the employee written notice, prior to the employee's anniversary date, that a step increase is to be
9 withheld because of less than satisfactory performance, the increase shall be granted. The
10 substantive judgment of the employee's supervisor regarding his/her performance is not
11 grievable/arbitrable; however, the withholding of a step increase is grievable/arbitrable.

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

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

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

- 25
- dollar amount of awards,

- 1 • percentage of employees eligible for awards and
- 2 • "team awards".

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

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

7 **Section 46. Salary Upon Class Change.**

8 A. **Promotion.** Employees who are promoted during the life of this Agreement shall be granted a
9 salary increase of at least one (1) step or shall be paid at the minimum of the higher range,
10 whichever is greater.

11 B. **Voluntary Transfer.** An employee who transfers within the same class shall receive no salary
12 adjustment. An employee who transfers between classes shall receive the minimum
13 adjustment necessary to bring his/her salary to the minimum of the range of the new class.
14 However, an employee receiving a rate of pay in excess of the range maximum shall continue
15 to receive that rate of pay.

16 C. **Voluntary Demotion.** An employee who takes a voluntary demotion shall retain his/her
17 present salary unless that salary exceeds the maximum rate of pay for the new position in
18 which case the employee's salary shall be adjusted to the new maximum, or upon agreement
19 between the employee and the Appointing Authority shall receive a salary within the range for
20 the class to which he/she is demoted. However, an employee may continue to receive a rate of
21 pay in excess of that maximum upon the recommendation of the Appointing Authority and
22 approval of the Commissioner of Minnesota Management & Budget.

- 1 D. **Demotion in Lieu of Layoff.** An employee who demotes as part of the layoff procedure in
2 Article 17 of this Agreement shall retain his/her current rate of pay or the rate of pay at the top
3 of the pay range of the class to which he/she demotes, whichever is less.
- 4 E. **Demotion for Cause.** An employee who is demoted for cause shall receive a salary rate
5 within the range for the class to which he/she is demoted.
- 6 F. **Return During Probationary Period.** An employee who does not achieve permanent status
7 and returns to his/her former class, shall have his/her salary restored to the same rate of pay
8 the employee would have received had he/she remained in the former class.
- 9 G. **Reallocation Downward.** If a position is reallocated to a class in a lower salary range and the
10 salary of the employee exceeds the maximum of the new range, the employee shall be placed
11 in the new class and shall retain his/her current salary. In addition, the employee shall receive
12 all across-the-board increase adjustments provided by this Agreement.
- 13 **Section 57. Work Out of Class.** When an employee is expressly assigned to perform
14 substantially all of the duties of a position allocated to a different classification that is temporarily
15 unoccupied, and the work out of class assignment exceeds ten (10) consecutive work days in
16 duration, the employee shall be paid for all such hours at the employee's current salary when
17 assigned to work in a class which is a transfer or demotion. For a class which is a promotion, an
18 employee shall receive an increase to the minimum rate of the new class or at least one (1) step
19 higher than the employee's current salary, whichever is greater. When an employee is on a layoff
20 list, the employee shall be paid as provided above or the maximum step previously achieved by the
21 employee, whichever is greater. No work out of class assignment shall extend beyond twelve (12)
22 months.
- 23 **Section 68. Shift Differential.** Shift differential for employees working on assigned shifts which
24 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
25 for all hours worked on that shift. Such shift differential shall be in addition to the employee's

1 regular rate of pay and shall be included in all payroll calculations, but shall not apply during
2 periods of paid leave. Employees working the regular day schedule who are required to work
3 overtime or who are called back to work for special projects shall not be eligible for the shift
4 differential.

5 **Section 79. Injury on Duty.**

6 A. **Hazardous Occupation Injuries.** The parties recognize that employees working with
7 residents, parolees, probationers or inmates of certain State institutions or facilities face a high
8 potential for injury due to the nature of their employment. Therefore, an employee of the
9 Department of Corrections, Department of Human Services, Minnesota State Academies for
10 the Deaf and Blind, or Department of Veterans Affairs institutions (including Corrections Agents
11 of the Department of Corrections) who, in the ordinary course of employment while acting in a
12 reasonable and prudent manner and in compliance with the established rules and procedures
13 of the Appointing Authority, incurs a disabling injury stemming from the aggressive, and/or
14 intentional and overt act or consequences of such act of a person in the custodial control of the
15 institution or which is incurred while attempting to apprehend or take into custody such inmate
16 or resident, shall receive compensation in an amount equal to the difference between the
17 employee's regular rate of pay and benefits paid under Workers' Compensation, without
18 deduction from the employee's accrued sick leave. Such compensation shall not exceed an
19 amount equal to two-hundred and forty (240) times the employee's regular hourly rate of pay
20 per disabling injury.

21 B. **Other Job-Related Injuries.** An employee may elect to use accumulated vacation or sick
22 leave or both during a period of absence due to compensable illness or injury. Any employee
23 incurring an on-the-job injury shall be paid the employee's regular rate of pay for the remainder
24 of the work shift. Such leave may be used on the following basis:

- 1 1. transfer of the Workers' Compensation benefits to the state to be credited to the employee's
2 sick leave or vacation accrual in proportion to the amount of compensation received and
3 accept sick leave or vacation time for the compensable sickness or injury; or
- 4 2. keep the Workers' Compensation benefits and supplement same from accumulated sick
5 leave or vacation leave.

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

7 **Section 810. Health and Dental Premium Accounts.** The Employer agrees to provide
8 insurance eligible employees with the option to pay for the employee portion of health and dental
9 premiums on a pre-tax basis as permitted by law or regulation.

10 **Section 911. Medical/Dental Expense Account.** The Employer agrees to allow insurance
11 eligible employees to participate in a medical and dental expense reimbursement program to cover
12 co-payments, deductibles and other medical and dental expenses for services not covered by
13 health or dental insurance on a pre-tax basis as permitted by law or regulation up to a maximum of
14 five thousand dollars (\$5,000.00) per calendar year.

15 **Section 4012. Dependent Care Expense Account.** The Employer agrees to provide insurance
16 eligible employees with the option to participate in a dependent care reimbursement program for
17 work-related dependent care expenses on a pre-tax basis as permitted by law or regulation.

18 **Section 4113. Deferred Compensation Plan.** The Employer agrees to provide employees with a
19 State-paid contribution to the deferred compensation program under Minn. Stat. 352.96. The
20 State-paid contribution shall be in an amount matching the employee's contribution on a dollar for
21 dollar basis as permitted by Minn. Stat. 356.24 not to exceed one hundred dollars (\$100.00) per
22 employee in each fiscal year of the Agreement.

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

4 **Section 1214. Health Care Savings Plan.** All employees ~~with five (5) or more years of service~~
5 shall contribute 1% of their gross earnings subject to retirement into a personal Health Care
6 Savings Plan account with the Minnesota State Retirement System each pay period. The
7 contribution shall occur regardless of whether or not the employee's position is retirement eligible.

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ARTICLE 25

CALL-IN, CALL BACK, ON-CALL

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

11 **Section 2. Call Back.** An employee who is called back to work by his/her supervisor outside
12 his/her regularly scheduled shift, shall be paid a minimum of two (2) hours at the appropriate
13 overtime rate. A call back occurs when the employee is required, without prior notice, to report to
14 the worksite after the end of the employee's last worked shift, but not immediately preceding the
15 next scheduled work shift. An early report or extension of a shift shall not constitute a call back.
16 Employees who are called back to work shall be reimbursed mileage for driving to and from their
17 work station and their home if they use their own vehicle.

18 **Section 3. On-Call.** An employee shall be in on-call status if the employee's supervisor has
19 instructed the employee in writing to remain available to work during an off duty period. Any
20 changes in on-call schedules shall be given to the employee in writing, with as much advance
21 notice as practicable. An employee who is instructed to be in on-call status is not required to
22 remain at a fixed location but is required to leave word where he/she may be reached or the
23 employee may be provided with an electronic paging device.

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

1 shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call
2 status for a period of less than eight (8) consecutive hours.

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

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ARTICLE 26

WORK UNIFORMS

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4 Employees who are required to wear uniforms as a condition of employment shall be furnished
5 such uniforms by the Appointing Authority. Proper maintenance of uniforms is an employee
6 responsibility unless they are currently maintained by the Employer or unless required by statute or
7 other regulatory agencies because of contamination (see Article 22). Uniforms shall not be used
8 for off-duty activity by the employee.

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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

1 periods may not be accumulated nor taken at the beginning or end of the day, or to extend the
2 lunch period. However, with the supervisor's approval rest periods may be used to extend the
3 lunch period. Employees working beyond their normally scheduled work day shall receive a
4 ten (10) minute rest period before they resume work whenever it is anticipated that such work
5 shall require approximately two (2) hours.

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

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

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

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

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

24 Employees may use time in the compensatory time bank at a time mutually agreeable to the
25 employee and the immediate supervisor. A reasonable effort shall be made to honor the

1 employee's request, depending on the staffing needs of the employee's work unit. However,
2 the Appointing Authority may schedule an employee to use time in the compensatory bank by
3 written notice to the employee prior to the specified scheduled time off.

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

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

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

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

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

19 A. **Normal Work Period.** The normal work period shall be forty (40) hours of work during seven
20 (7) consecutive days. The Appointing Authority may use other work periods permitted by the
21 Fair Labor Standards Act and shall notify the employee when those other work periods are in
22 effect.

23 B. **Overtime.** Hours worked in excess of the maximum number of hours permitted in each
24 applicable work period are overtime hours. All paid vacation time, paid holidays, paid sick

1 leave, paid compensatory time off, and paid leaves of absence shall not be considered as "time
2 worked" for purposes of this Section. However, non-exempt employees in classifications with
3 the salary range maximum rates which are lower than the maximum rate of salary range 7-L
4 shall have vacation, sick leave and holiday hours considered as "time worked" for purposes of
5 this section.

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

8 C. **Liquidation of Overtime.** All overtime hours shall be compensated at the rate of time and one
9 half. Such overtime shall be liquidated in cash unless the employee and the Appointing
10 Authority mutually agree to compensatory time off. Overtime hours which are liquidated in
11 cash shall be liquidated on the same or immediately following payroll abstract for the payroll
12 period in which it was earned. Overtime hours which are liquidated as compensatory time off
13 shall be governed by Section 1(F) above.

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

17 A. **Normal Work Period.** The normal work period shall consist of eighty (80) hours of work within
18 a two (2) week payroll period. All paid vacation time, paid holidays, paid sick leave, paid
19 compensatory time off, and paid leaves of absence shall be considered "time worked" for
20 purposes of this Section. Employees may adjust or exchange hours with the approval of the
21 immediate supervisor(s), provided such change does not result in the payment of overtime.

22 B. **Balancing Hours.** It is recognized that exempt employees are responsible for managing and
23 accounting for their own hours of work and that they may work hours in excess of the normal
24 work day and/or payroll period. In these instances and with supervisory approval, employees
25 may balance hours of work in subsequent work days or payroll periods, provided such time

1 management system does not result in overtime payment or guarantee hour for hour time off
2 for extra hours worked.

3 C. **Overtime**. Employees may receive overtime at the rate of straight-time when assigned to a
4 special work assignment which is in addition to their normal job duties and upon having
5 received advanced approval from their supervisor. Employees are eligible for overtime only
6 after completing eighty (80) hours of work in a pay period.

7 D. **Liquidation of Overtime**. Overtime may be liquidated as cash or compensatory time off at the
8 option of the Appointing Authority who shall consider the desires of the employee. Overtime
9 hours which are liquidated in cash shall be liquidated on the same or immediately following
10 payroll abstract for the payroll period in which it was earned. Overtime hours which are
11 liquidated as compensatory time off shall be governed by Section 1(F) above.

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ARTICLE 28

WORK RULES

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4 An Appointing Authority may establish and enforce reasonable work rules that are not in conflict
5 with the provisions of this Agreement. Such rules shall be applied and enforced without
6 discrimination. The Appointing Authority shall discuss new or amended work rules with the
7 Association, explaining the need therefor, and shall allow the Association reasonable opportunity to
8 express its views prior to placing them in effect. Work rules will be labeled as new or amended and
9 shall be posted on appropriate bulletin boards at least ten (10) working days in advance of their
10 effective date if practicable.

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ARTICLE 29

VOLUNTARY REDUCTION IN HOURS

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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.

1 **ARTICLE 30**

2 **BARGAINING UNIT ELIGIBLE WORK TRAINEES**

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

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

16

1 **ARTICLE 31**

2 **AMERICANS WITH DISABILITIES ACT**

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

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

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

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

20 If the Appointing Authority believes that an Agreement waiver is necessary, it shall notify the
21 Association's Executive Director and they shall arrange for a Meet and Confer to be held within a
22 reasonable period of time. The Appointing Authority shall inform the Association at this meeting, if
23 not before, of the employee's restriction(s) (subject to each party's confidentiality obligations), the
24 specified article(s) being proposed for a waiver and the manner in which the Appointing Authority
25 proposes to modify the article(s). The Appointing Authority shall consider additional options for

1 accommodations presented by the Association. No less than five (5) working days following the
2 Meet and Confer, the Association shall present any additional options for accommodations. After
3 the Appointing Authority has considered all options, including those suggested by the Association,
4 the Appointing Authority shall notify the Association of its final proposal for accommodation,
5 including any proposals that would require waiver(s) of any article(s) of the Agreement.

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

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ARTICLE 32

LABOR MANAGEMENT COMMITTEE/MEET AND CONFER COMMITTEE

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

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

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

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

- 1 Employees shall be in pay status for the time required to participate in Local and Statewide Labor
- 2 Management Committees and meet and confer meetings.
- 3

ARTICLE 33

SAVINGS CLAUSE

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

10

ARTICLE 34

DURATION

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4 The provisions of this Agreement cancel and take the place of all previous Agreements and shall
5 become effective on July 1, ~~2009~~2011, subject to the acceptance of the eighty-~~sixth~~-seventh
6 (~~86th~~87th) session of the Legislature or the Joint Subcommittee on Employee Relations and shall
7 remain in full force and effect through the 30th day of June, ~~2011~~2013.

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

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

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

18 In witness thereof, the parties hereto have set their hands this ~~26th~~-____day of ~~June~~____,
19 ~~2009~~2011.

FOR THE ASSOCIATION

FOR THE EMPLOYER

FOR THE ASSOCIATION

FOR THE EMPLOYER

Chet Jorgenson
Statewide President

~~Tom J. Hanson~~ James Schowalter
Commissioner
Minnesota Management & Budget

Jim Monroe
Executive Director
Chief Spokesperson

~~Paul A. Larson~~ Barbara Holmes
Assistant Commissioner
Minnesota Management & Budget

Sandy Dunn, Region 9
Co-chair
Negotiations Team

Carolyn J. Trevis
Assistant State Negotiator
Minnesota Management & Budget

Mike Landers, Region 10
Co-chair
Negotiations Team

Chad Thuet
Assistant State Negotiator
Minnesota Management & Budget

~~Bob Haag,~~
~~Assistant Executive Director~~
~~Negotiations Coordinator/Consultant~~

Joy Hargons
Labor Relations Representative, Principal
Minnesota Management & Budget

Mary Baker, Recording Secretary

FOR THE ASSOCIATION

FOR THE EMPLOYER

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

FOR THE ASSOCIATION

FOR THE EMPLOYER

Lois Freiermuth, Region 13

Greg Williams, Region 14

Bryan Kotta, Region 15

Joseph Olson, Region 16

Sue Opsahl, Region 17

Gretchen Scharmer, Region 18

Ray Knutson, Region 19

Cathy Finken, Region 20

Paul Wehrmeister, Region 21

Mike Terhune

Member At Large

FOR THE ASSOCIATION

FOR THE EMPLOYER

In Memory and Honor of Neil Farnsworth
Chapter 9, Permanent Emeritus Member

1

APPENDIX A

VACATION

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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

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APPENDIX B
HOLIDAYS

4 Eligible employees who normally work less than full-time shall have their holiday pay prorated on
5 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

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APPENDIX C

SICK LEAVE

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

6 **HOURS OF SICK LEAVE ACCRUED DURING EACH**
7 **PAYROLL PERIOD OF CONTINUOUS SERVICE**

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

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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

<u>State Agency</u>	<u>Seniority Unit</u>
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

<u>State Agency</u>	<u>Seniority Unit</u>
Human Services	- Central Office
	-Adult Mental Health (Statewide)
	-Forensics (Statewide)
	-MSOCS (Statewide)
	-Special Populations (Statewide)
	-State Operated Services Support (SOSS)
	(Statewide)
	<u>- State Operated Services (SOS) Excluding</u>
	<u>Forensics</u>
	<u>- Minnesota Sex Offender Program</u>
	<u>(MSOP)/Forensics</u>
Indian Affairs Council	Statewide
Investment Board	Statewide
Iron Range Resources	Statewide
Labor and Industry	Statewide
Marriage and Family Therapy, Board of	Statewide
Medical Practice, Board of	Statewide
Military Affairs	Statewide
Minnesota Management & Budget	Statewide
Minnesota Office of Higher Education	Statewide
<u>Minnesota Public Facilities Authority (PFA)</u>	<u>Statewide</u>
<u>Minnesota Science and Technology Authority</u>	<u>Statewide</u>
Minnesota State Academies	Statewide

State Agency

Seniority Unit

Minnesota State College and University Units
(MnSCU)

- Alexandria Technical College
- Anoka Technical College
- Anoka Ramsey Community College (Coon Rapids/Cambridge)
- Bemidji State University (aligned with Northwest Technical College)
- Central Lakes College (Brainerd/Staples Campuses)
- Century College
- Dakota County Technical College
- Fond du Lac Tribal and Community College
- Hennepin Technical College (Brooklyn Park, Eden Prairie, and Plymouth)

State Agency

Seniority Unit

- Hibbing Community College - (including Paulucci Space Theatre)
- Inver Hills Community College
- Itasca Community College
- Lake Superior College
- Mesabi Range Community and Technical College
- Metropolitan State University (Midway, Minneapolis, and Saint Paul)
- Minneapolis Community and Technical College
- Minnesota State College - Southeast Technical - Red Wing
- Minnesota State College - Southeast Technical - Winona
- Minnesota State Community and Technical College – Detroit Lakes
- Minnesota State Community and Technical College – Fergus Falls
- Minnesota State Community and Technical College – Moorhead
- Minnesota State Community and Technical College – Wadena (including Perham Administrative Office)

State Agency

Seniority Unit

- Minnesota State University, Mankato
- Minnesota State University, Moorhead
- Minnesota West Community and Technical College - Canby (including Marshall)
- Minnesota West Community and Technical College - Granite Falls
- Minnesota West Community and Technical College - Jackson
- Minnesota West Community and Technical College - Pipestone
- Minnesota West Community and Technical College - Worthington
- Normandale Community College
- North Hennepin Community College
- Northland Community and Technical College – East Grand Forks
- Northland Community and Technical College – Thief River Falls
- Northwest Technical College - Bemidji
- Office of the Chancellor
- Pine Technical College
- Rainy River Community College
- Ridgewater College - Hutchinson
- Ridgewater College - Willmar

State Agency

Seniority Unit

- Riverland Community College, (including Adams, Albert Lea, Austin, Kenyon, LeRoy, Owatonna, Plainview, Red Wing, Spring Valley, and St. Charles)

- Rochester Community and Technical College

- St. Cloud State University

- Saint Cloud Technical College

- Saint Paul College

- South Central College - Faribault campus

- South Central College - North

Mankato/Mankato

- Southwest Minnesota State University

- Vermilion Community College

- Winona State University

Minnesota State Lottery

Statewide

Minnesota State Retirement System

Statewide

Natural Resources

Statewide

Nursing Board

Statewide

Nursing Home Administrators

Statewide

Office of Enterprise Technology

Statewide

Ombudsman for Mental Health and

Statewide

Developmental Disabilities

Optometry Board

Statewide

Peace Officers Standards and Training Board

Statewide

Perpich Center for Arts Education

Statewide

Pharmacy Board

Statewide

<u>State Agency</u>	<u>Seniority Unit</u>
Physical Therapy, State Board of	Statewide
Podiatry Board	Statewide
Pollution Control Agency	Statewide
Psychology Board	Statewide
Public Employees Retirement Association	Statewide
Public Safety (including Auto Theft Prevention Board <u>Minnesota Board of Firefighter Training</u> <u>and Education</u> and Private Detective Board)	Statewide
Public Utilities Commission	Statewide
Racing Commission	Statewide
Revenue	Statewide
Secretary of State	Statewide
Sentencing Guidelines Commission	Statewide
Social Work Board	Statewide
Soil & Water Resources Board	Statewide
Tax Court	Statewide
Teachers Retirement Association	Statewide
Teaching, Board of	Statewide
Transportation	Statewide

State Agency

Seniority Unit

Veterans Affairs, Department of

Veterans Affairs ~~Offices and Minneapolis~~

~~Veterans Home~~ Central Office and Program and
Services

- Hastings Veterans Home

- Silver Bay Veterans Home

- Luverne Veterans Home

- Fergus Falls Veterans Home

- Minneapolis Veterans Home

Veterinary Medicine Board

Statewide

Workers Compensation Court of Appeals, Office

Statewide

of

Zoological Gardens

Statewide

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

APPENDIX E-1

Compensation Grid 14B
Unit 214 Minnesota Association of Professional Employees
Effective 7/1/2011 - 1/1/2013

Customized Training Representative

Comp Code		A	B
Step		01	02
Range			
	YR	43,222	76,588
45	MO	3,602	6,382
	HR	20.70	36.68

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

APPENDIX E-1

This grid applies to
Information Technology
classes only.

**Compensation Grid 14F
Unit 214 Minnesota Association of Professional Employees
Effective 7/1/2011 - 1/1/2013**

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	18.66	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-1

**Compensation Grid 14G
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2011 - 1/1/2013**

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-1

**Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2011 - 1/1/2013**

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

APPENDIX E-1

**Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2011 - 1/1/2013**

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
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 E-2

Compensation Grid 14B
Unit 214 Minnesota Association of Professional Employees
Effective 1/2/2013 - 6/30/2013

Customized Training Representative

Comp Code		A	B
Step		01	02
Range			
	YR	44,078	78,112
45	MO	3,673	6,509
	HR	21.11	37.41

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

APPENDIX E-2

This grid applies to
Information Technology
classes only.

**Compensation Grid 14F
Unit 214 Minnesota Association of Professional Employees
Effective 1/2/2013 - 6/30/2013**

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	37,229	38,503	39,735	41,092	42,407	43,890	45,414	46,959	48,650	50,279	52,012	54,017	55,854			
	MO	3,102	3,209	3,311	3,424	3,534	3,657	3,785	3,913	4,054	4,190	4,334	4,501	4,655			
	HR	17.83	18.44	19.03	19.68	20.31	21.02	21.75	22.49	23.30	24.08	24.91	25.87	26.75			
09	YR	41,092	42,407	43,890	45,414	46,959	48,650	50,279	52,012	54,017	55,979	57,900	59,988	62,264	64,457	66,795	
	MO	3,424	3,534	3,657	3,785	3,913	4,054	4,190	4,334	4,501	4,665	4,825	4,999	5,189	5,371	5,566	
	HR	19.68	20.31	21.02	21.75	22.49	23.30	24.08	24.91	25.87	26.81	27.73	28.73	29.82	30.87	31.99	
14	YR	48,650	50,279	52,012	54,017	55,979	57,900	59,988	62,264	64,457	66,837	69,238	71,702	74,542	77,256	79,970	
	MO	4,054	4,190	4,334	4,501	4,665	4,825	4,999	5,189	5,371	5,570	5,770	5,975	6,212	6,438	6,664	
	HR	23.30	24.08	24.91	25.87	26.81	27.73	28.73	29.82	30.87	32.01	33.16	34.34	35.70	37.00	38.30	
17	YR	54,017	55,979	57,900	59,988	62,264	64,457	66,837	69,238	71,702	74,542	77,256	80,096	83,228	86,067	89,137	
	MO	4,501	4,665	4,825	4,999	5,189	5,371	5,570	5,770	5,975	6,212	6,438	6,675	6,936	7,172	7,428	
	HR	25.87	26.81	27.73	28.73	29.82	30.87	32.01	33.16	34.34	35.70	37.00	38.36	39.86	41.22	42.69	
19	YR	57,900	59,988	62,264	64,457	66,837	69,238	71,702	74,542	77,256	80,096	83,228	86,067	89,116	92,290	95,630	99,013
	MO	4,825	4,999	5,189	5,371	5,570	5,770	5,975	6,212	6,438	6,675	6,936	7,172	7,426	7,691	7,969	8,251
	HR	27.73	28.73	29.82	30.87	32.01	33.16	34.34	35.70	37.00	38.36	39.86	41.22	42.68	44.20	45.80	47.42
21	YR	62,264	64,457	66,837	69,238	71,702	74,542	77,256	80,096	83,228	86,067	89,116	92,290	95,630	99,096	102,688	106,237
	MO	5,189	5,371	5,570	5,770	5,975	6,212	6,438	6,675	6,936	7,172	7,426	7,691	7,969	8,258	8,557	8,853
	HR	29.82	30.87	32.01	33.16	34.34	35.70	37.00	38.36	39.86	41.22	42.68	44.20	45.80	47.46	49.18	50.88
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-2

**Compensation Grid 14G
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 1/2/2013 - 6/30/2013**

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
01	YR	29,900	31,069	32,406	33,617	34,953	36,143	37,396	38,544	39,860	41,175	42,637	44,078	01
	MO	2,492	2,589	2,700	2,801	2,913	3,012	3,116	3,212	3,322	3,431	3,553	3,673	
	HR	14.32	14.88	15.52	16.10	16.74	17.31	17.91	18.46	19.09	19.72	20.42	21.11	
02	YR	31,069	32,406	33,617	34,953	36,143	37,396	38,544	39,860	41,175	42,637	44,078	45,581	02
	MO	2,589	2,700	2,801	2,913	3,012	3,116	3,212	3,322	3,431	3,553	3,673	3,798	
	HR	14.88	15.52	16.10	16.74	17.31	17.91	18.46	19.09	19.72	20.42	21.11	21.83	
03	YR	32,406	33,617	34,953	36,143	37,396	38,544	39,860	41,175	42,637	44,078	45,581	47,231	03
	MO	2,700	2,801	2,913	3,012	3,116	3,212	3,322	3,431	3,553	3,673	3,798	3,936	
	HR	15.52	16.10	16.74	17.31	17.91	18.46	19.09	19.72	20.42	21.11	21.83	22.62	
04	YR	33,617	34,953	36,143	37,396	38,544	39,860	41,175	42,637	44,078	45,581	47,231	48,817	04
	MO	2,801	2,913	3,012	3,116	3,212	3,322	3,431	3,553	3,673	3,798	3,936	4,068	
	HR	16.10	16.74	17.31	17.91	18.46	19.09	19.72	20.42	21.11	21.83	22.62	23.38	
05	YR	34,953	36,143	37,396	38,544	39,860	41,175	42,637	44,078	45,581	47,231	48,817	50,550	05
	MO	2,913	3,012	3,116	3,212	3,322	3,431	3,553	3,673	3,798	3,936	4,068	4,213	
	HR	16.74	17.31	17.91	18.46	19.09	19.72	20.42	21.11	21.83	22.62	23.38	24.21	
06	YR	36,143	37,396	38,544	39,860	41,175	42,637	44,078	45,581	47,231	48,817	50,550	52,409	06
	MO	3,012	3,116	3,212	3,322	3,431	3,553	3,673	3,798	3,936	4,068	4,213	4,367	
	HR	17.31	17.91	18.46	19.09	19.72	20.42	21.11	21.83	22.62	23.38	24.21	25.10	
07	YR	37,396	38,544	39,860	41,175	42,637	44,078	45,581	47,231	48,817	50,550	52,409	54,330	07
	MO	3,116	3,212	3,322	3,431	3,553	3,673	3,798	3,936	4,068	4,213	4,367	4,527	
	HR	17.91	18.46	19.09	19.72	20.42	21.11	21.83	22.62	23.38	24.21	25.10	26.02	
08	YR	38,544	39,860	41,175	42,637	44,078	45,581	47,231	48,817	50,550	52,409	54,330	56,209	08
	MO	3,212	3,322	3,431	3,553	3,673	3,798	3,936	4,068	4,213	4,367	4,527	4,684	
	HR	18.46	19.09	19.72	20.42	21.11	21.83	22.62	23.38	24.21	25.10	26.02	26.92	
09	YR	39,860	41,175	42,637	44,078	45,581	47,231	48,817	50,550	52,409	54,330	56,209	58,213	09
	MO	3,322	3,431	3,553	3,673	3,798	3,936	4,068	4,213	4,367	4,527	4,684	4,851	
	HR	19.09	19.72	20.42	21.11	21.83	22.62	23.38	24.21	25.10	26.02	26.92	27.88	
10	YR	41,175	42,637	44,078	45,581	47,231	48,817	50,550	52,409	54,330	56,209	58,213	60,385	10
	MO	3,431	3,553	3,673	3,798	3,936	4,068	4,213	4,367	4,527	4,684	4,851	5,032	
	HR	19.72	20.42	21.11	21.83	22.62	23.38	24.21	25.10	26.02	26.92	27.88	28.92	
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-2

**Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 1/2/2013 - 6/30/2013**

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
11	YR	42,637	44,078	45,581	47,231	48,817	50,550	52,409	54,330	56,209	58,213	60,385	62,577	11
	MO	3,553	3,673	3,798	3,936	4,068	4,213	4,367	4,527	4,684	4,851	5,032	5,215	
	HR	20.42	21.11	21.83	22.62	23.38	24.21	25.10	26.02	26.92	27.88	28.92	29.97	
12	YR	44,078	45,581	47,231	48,817	50,550	52,409	54,330	56,209	58,213	60,385	62,577	64,853	12
	MO	3,673	3,798	3,936	4,068	4,213	4,367	4,527	4,684	4,851	5,032	5,215	5,404	
	HR	21.11	21.83	22.62	23.38	24.21	25.10	26.02	26.92	27.88	28.92	29.97	31.06	
13	YR	45,581	47,231	48,817	50,550	52,409	54,330	56,209	58,213	60,385	62,577	64,853	67,254	13
	MO	3,798	3,936	4,068	4,213	4,367	4,527	4,684	4,851	5,032	5,215	5,404	5,605	
	HR	21.83	22.62	23.38	24.21	25.10	26.02	26.92	27.88	28.92	29.97	31.06	32.21	
14	YR	47,231	48,817	50,550	52,409	54,330	56,209	58,213	60,385	62,577	64,853	67,254	69,614	14
	MO	3,936	4,068	4,213	4,367	4,527	4,684	4,851	5,032	5,215	5,404	5,605	5,801	
	HR	22.62	23.38	24.21	25.10	26.02	26.92	27.88	28.92	29.97	31.06	32.21	33.34	
15	YR	48,817	50,550	52,409	54,330	56,209	58,213	60,385	62,577	64,853	67,254	69,614	72,391	15
	MO	4,068	4,213	4,367	4,527	4,684	4,851	5,032	5,215	5,404	5,605	5,801	6,033	
	HR	23.38	24.21	25.10	26.02	26.92	27.88	28.92	29.97	31.06	32.21	33.34	34.67	
16	YR	50,550	52,409	54,330	56,209	58,213	60,385	62,577	64,853	67,254	69,614	72,391	75,001	16
	MO	4,213	4,367	4,527	4,684	4,851	5,032	5,215	5,404	5,605	5,801	6,033	6,250	
	HR	24.21	25.10	26.02	26.92	27.88	28.92	29.97	31.06	32.21	33.34	34.67	35.92	
17	YR	52,409	54,330	56,209	58,213	60,385	62,577	64,853	67,254	69,614	72,391	75,001	77,736	17
	MO	4,367	4,527	4,684	4,851	5,032	5,215	5,404	5,605	5,801	6,033	6,250	6,478	
	HR	25.10	26.02	26.92	27.88	28.92	29.97	31.06	32.21	33.34	34.67	35.92	37.23	
18	YR	54,330	56,209	58,213	60,385	62,577	64,853	67,254	69,614	72,391	75,001	77,736	80,785	18
	MO	4,527	4,684	4,851	5,032	5,215	5,404	5,605	5,801	6,033	6,250	6,478	6,732	
	HR	26.02	26.92	27.88	28.92	29.97	31.06	32.21	33.34	34.67	35.92	37.23	38.69	
19	YR	56,209	58,213	60,385	62,577	64,853	67,254	69,614	72,391	75,001	77,736	80,785	83,604	19
	MO	4,684	4,851	5,032	5,215	5,404	5,605	5,801	6,033	6,250	6,478	6,732	6,967	
	HR	26.92	27.88	28.92	29.97	31.06	32.21	33.34	34.67	35.92	37.23	38.69	40.04	
20	YR	58,213	60,385	62,577	64,853	67,254	69,614	72,391	75,001	77,736	80,785	83,604	86,527	20
	MO	4,851	5,032	5,215	5,404	5,605	5,801	6,033	6,250	6,478	6,732	6,967	7,211	
	HR	27.88	28.92	29.97	31.06	32.21	33.34	34.67	35.92	37.23	38.69	40.04	41.44	
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-2

**Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 1/2/2013 - 6/30/2013**

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
21	YR	60,385	62,577	64,853	67,254	69,614	72,391	75,001	77,736	80,785	83,604	86,527	89,575	21
	MO	5,032	5,215	5,404	5,605	5,801	6,033	6,250	6,478	6,732	6,967	7,211	7,465	
	HR	28.92	29.97	31.06	32.21	33.34	34.67	35.92	37.23	38.69	40.04	41.44	42.90	
22	YR	62,577	64,853	67,254	69,614	72,391	75,001	77,736	80,785	83,604	86,527	89,575	92,874	22
	MO	5,215	5,404	5,605	5,801	6,033	6,250	6,478	6,732	6,967	7,211	7,465	7,740	
	HR	29.97	31.06	32.21	33.34	34.67	35.92	37.23	38.69	40.04	41.44	42.90	44.48	
23	YR	64,853	67,254	69,614	72,391	75,001	77,736	80,785	83,604	86,527	89,575	92,874	96,194	23
	MO	5,404	5,605	5,801	6,033	6,250	6,478	6,732	6,967	7,211	7,465	7,740	8,016	
	HR	31.06	32.21	33.34	34.67	35.92	37.23	38.69	40.04	41.44	42.90	44.48	46.07	
24	YR	67,254	69,614	72,391	75,001	77,736	80,785	83,604	86,527	89,575	92,874	96,194	99,681	24
	MO	5,605	5,801	6,033	6,250	6,478	6,732	6,967	7,211	7,465	7,740	8,016	8,307	
	HR	32.21	33.34	34.67	35.92	37.23	38.69	40.04	41.44	42.90	44.48	46.07	47.74	
25	YR	69,614	72,391	75,001	77,736	80,785	83,604	86,527	89,575	92,874	96,194	99,681	103,293	25
	MO	5,801	6,033	6,250	6,478	6,732	6,967	7,211	7,465	7,740	8,016	8,307	8,608	
	HR	33.34	34.67	35.92	37.23	38.69	40.04	41.44	42.90	44.48	46.07	47.74	49.47	
26	YR	72,391	75,001	77,736	80,785	83,604	86,527	89,575	92,874	96,194	99,681	103,293	106,968	26
	MO	6,033	6,250	6,478	6,732	6,967	7,211	7,465	7,740	8,016	8,307	8,608	8,914	
	HR	34.67	35.92	37.23	38.69	40.04	41.44	42.90	44.48	46.07	47.74	49.47	51.23	
27	YR	75,001	77,736	80,785	83,604	86,527	89,575	92,874	96,194	99,681	103,293	106,968	110,956	27
	MO	6,250	6,478	6,732	6,967	7,211	7,465	7,740	8,016	8,307	8,608	8,914	9,246	
	HR	35.92	37.23	38.69	40.04	41.44	42.90	44.48	46.07	47.74	49.47	51.23	53.14	
28	YR	77,736	80,785	83,604	86,527	89,575	92,874	96,194	99,681	103,293	106,968	110,956	114,798	28
	MO	6,478	6,732	6,967	7,211	7,465	7,740	8,016	8,307	8,608	8,914	9,246	9,567	
	HR	37.23	38.69	40.04	41.44	42.90	44.48	46.07	47.74	49.47	51.23	53.14	54.98	
29	YR	80,785	83,604	86,527	89,575	92,874	96,194	99,681	103,293	106,968	110,956	29		
	MO	6,732	6,967	7,211	7,465	7,740	8,016	8,307	8,608	8,914	9,246			
	HR	38.69	40.04	41.44	42.90	44.48	46.07	47.74	49.47	51.23	53.14			
30	YR	83,604	86,527	89,575	92,874	96,194	99,681	103,293	106,968	110,956	30			
	MO	6,967	7,211	7,465	7,740	8,016	8,307	8,608	8,914	9,246				
	HR	40.04	41.44	42.90	44.48	46.07	47.74	49.47	51.23	53.14				
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-1

**Unit 214 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2011**

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
000979	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
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
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
002875	Braille Specialist	14G	214	08L	18.10	26.39	3,149	4,592	37,793	55,102

APPENDIX F-1

Unit 214 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2011

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
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
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
002633	Client Advocate	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003543	Clinical Program Therapist 1	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003544	Clinical Program Therapist 2	14G	214	09L	18.72	27.33	3,257	4,755	39,087	57,065
003545	Clinical Program Therapist 3	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
003867	Clinical Program Therapist 4	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
001514	College Laboratory Srvc 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	08L	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
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

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Unit 214 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2011

JOB CODE	JOB TITLE	GRID ID#	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001461	Corr Detention Facil Insp	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345
003102	Corr Detention Facil 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
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
001683	Corr Security Casewrkr	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001903	Corr Security Casewrkr 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
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
002608	Dispute Prev & Resol Spec Sr	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
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
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
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
003002	Empl & Trng Program Coord	14G	214	15L	22.92	33.99	3,988	5,914	47,857	70,971
001795	Empl & Trng Program Spec Sr	14G	214	11L	20.02	29.38	3,483	5,112	41,802	61,345

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003204	Employee Assistance Cons Sr	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
001409	Employee Devel Spec 1	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
001410	Employee Devel Spec 2	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
000996	Employee Devel Spec 3	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
001411	Employee Devel 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
003426	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
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
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

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001304	Grants Specialist Sr	14G	214	10L	19.33	28.35	3,363	4,933	40,361	59,195
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 Interpretr	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
003882	Human Res Consultant Sr	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
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
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
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

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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
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
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
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

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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
003730	Management Analyst Staff Spec	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
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 Tng 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
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
003279	MnSCU Security Coordinator	14G	214	07L	17.56	25.51	3,055	4,439	36,665	53,265
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 Wldfire 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
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

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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
002932	NR Prog Coordinator	14G	214	14L	22.18	32.69	3,859	5,688	46,312	68,257
003741	NR Spec Eco Svcs	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
003746	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
003755	NR Spec WL Research	14G	214	06L	16.97	24.61	2,953	4,282	35,433	51,386
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	13L	21.40	31.58	3,724	5,495	44,683	65,939
002083	Occupational Therapist Senior	14G	214	16L	23.74	35.22	4,131	6,128	49,569	73,539
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
000652	Personnel Representative	14G	214	13L	21.40	31.58	3,724	5,495	44,683	65,939
001684	Physical Therapist	14G	214	17L	24.61	36.50	4,282	6,351	51,386	76,212
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
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

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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 Coor	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
000023	Property Tax Compliance Ofc 1	14G	214	12L	20.70	30.45	3,602	5,298	43,222	63,580
003425	Property Tax Compliance Ofc 2	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
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
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

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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
001052	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
000659	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
000660	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
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
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
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

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002687	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
003604	State Prog Admin	14G	214	05L	16.41	23.74	2,855	4,131	34,264	49,569
003608	State Prog Admin Coordinator	14G	214	18L	25.51	37.93	4,439	6,600	53,265	79,198
003605	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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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
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
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
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

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<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID ID#</u>	<u>BARG UNIT</u>	<u>COMP CODE</u>	<u>MINIMUM HOURLY</u>	<u>MAXIMUM HOURLY</u>	<u>MINIMUM MONTHLY</u>	<u>MAXIMUM MONTHLY</u>	<u>MINIMUM ANNUAL</u>	<u>MAXIMUM ANNUAL</u>
002088	Accessibility Specialist	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000004	Accounting Officer	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000979	Accounting Officer Inter	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002390	Accounting Officer Principal	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000633	Accounting Officer Senior	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003462	Acquisition Management Spec	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
003235	Acquisition Management Spec Sr	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
001447	Affirmative Action Off 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001448	Affirmative Action Off 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
001449	Affirmative Action Off 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001450	Affirmative Action Off 4	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003171	Agency Policy Specialist	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
002867	Agric Advisor	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002868	Agric Consultant	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002010	Agric Marketing Specialist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000014	Agric Marketing Specialist Sr	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000974	Agric Specialist	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002117	Analytical Laboratory Spec	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001907	Animal Health Specialist	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
001437	Appeals Examiner	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
001431	Appeals Examiner Senior	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
001068	Apprenticeship Trng Fld Rep Sr	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
000028	Architect 1	14G	214	16K	24.21	34.67	4,213	6,033	50,550	72,391
000029	Architect 2	14G	214	21K	28.92	41.44	5,032	7,211	60,385	86,527
001635	Arts Program Associate 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001636	Arts Program Associate 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002140	Auction Program Specialist	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
000100	Audiology Specialist	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000102	Auditor	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000978	Auditor Intermediate	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
001067	Auditor Principal	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000636	Auditor Senior	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
001396	Aviation Representative	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
000111	Bacteriologist 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001478	Bacteriologist 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002355	Bacteriology Laboratory Spec	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001493	Behavior Analyst 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002842	Behavior Analyst 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
001495	Behavior Analyst 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000120	Boiler Inspector 1	14G	214	09J	19.09	26.02	3,322	4,527	39,860	54,330
000121	Boiler Inspector 2	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
002875	Braille Specialist	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209

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002876	Brailist	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001093	Building Code Rep	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
003651	Building Code Rep Senior	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
002573	Business Advisor	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003454	Business Community Dev Rep	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000140	Buyer 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000141	Buyer 2	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
001973	Casualty Actuary	14G	214	28L	37.23	54.98	6,478	9,567	77,736	114,798
003864	Chaplain	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
000153	Chemist 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001477	Chemist 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002782	Chief Classification Analyst	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
000754	Chief Of Volunteer Services	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002633	Client Advocate	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003543	Clinical Program Therapist 1	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
003544	Clinical Program Therapist 2	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
003545	Clinical Program Therapist 3	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003867	Clinical Program Therapist 4	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
001514	College Laboratory Srvc Spec	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002649	Commerce Analyst 1	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
000661	Commerce Analyst 2	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001938	Commerce Analyst 3	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
002488	Commerce Consumer Liaison	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002064	Communication Center Spec	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002743	Community Development Rep	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000831	Community Liaison Rep	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003710	Community Svcs Fin Policy Cons	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003711	Community Svcs Fin Policy Spec	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
002052	Community Svcs Program Spec 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002053	Community Svcs Program Spec 2	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002418	Community Svcs Program Spec 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002364	Compensation Program Analyst	14G	214	20L	27.88	41.44	4,851	7,211	58,213	86,527
003516	Compliance Services Officer In	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003515	Compliance Services Officer Sr	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003876	Construction Proj Coord Princ	14G	214	22L	29.97	44.48	5,215	7,740	62,577	92,874
003881	Construction Proj Coord Senior	14G	214	20L	27.88	41.44	4,851	7,211	58,213	86,527
001061	Consumer Complaint Mediat 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001479	Consumer Complaint Mediat 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003234	Contract Specialist - Const	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
000206	Corr Agent	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
001051	Corr Agent Career	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000643	Corr Agent Senior	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385

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001461	Corr Detention Facil Insp	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003102	Corr Detention Facil Insp Sr	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003542	Corr Discipline Unit Coord	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002252	Corr Hrngs & Rels Offcr	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
003197	Corr Hrngs & Rels Offcr Sr	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
003654	Corr Ind Marketing Rep	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000548	Corr Ind Sales Executive	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003179	Corr Ombudsman Spec	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002136	Corr Program & Policy Monitor	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
001683	Corr Security Casewrkr	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001903	Corr Security Casewrkr Career	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003837	Corr Transitions Program Coord	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003436	Crime Victims Ombudsman Invest	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002591	Criminal Intelligence Analyst	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
007205	Customized Training Rep	14B	214	45B	21.11	37.41	3,673	6,509	44,078	78,112
002311	Deaf & Hard Hear Prog Advisor	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003021	Deputy State Fire Marshal	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000234	Dietitian 1	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000871	Disability Examiner	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002613	Disability Hearings Officer	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002499	Disability Prog Med Rel Coord	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001387	Disability Prog Specialist	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
000870	Disability Specialist	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002500	Disabled Vets Outreach Prog Re	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002608	Dispute Prev & Resol Spec Sr	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
002962	Economic Development Prog Spec	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002550	Economic Development Rep	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001790	Economic Oppty Program Spec 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
001791	Economic Oppty Program Spec 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001824	Economic Policy Analyst	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
002688	Educ Finance Specialist 1	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002689	Educ Finance Specialist 2	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
000258	Educ Specialist 1	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000259	Educ Specialist 2	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
003868	Education Program Specialist	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003387	EED Business Services Spec	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
000976	Electrical Area Representative	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
001941	Electromechanical Systems Spec	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
002995	Elevator Inspector	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
003174	Emp & Econ Devel Cons Aff Spec	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003002	Empl & Trng Program Coord	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
001795	Empl & Trng Program Spec Sr	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577

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003204	Employee Assistance Cons Sr	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
001409	Employee Devel Spec 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001410	Employee Devel Spec 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
000996	Employee Devel Spec 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001411	Employee Devel Spec 4	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
000274	Employment Counselor	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000926	Employment Counselor Spec	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
001862	Energy Specialist 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002502	Environmental Analyst 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002503	Environmental Analyst 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002504	Environmental Analyst 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003020	Environmental Res Scientist	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
003815	Epidemiologist	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
001930	Epidemiologist Intermediate	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001931	Epidemiologist Principal	14G	214	20L	27.88	41.44	4,851	7,211	58,213	86,527
003426	Epidemiologist Senior	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
008469	Exec Sec Private Detective Bd	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
001664	Exhibit Designer	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000133	Facilities Bldg & Maint Adv	14G	214	15J	23.38	32.21	4,068	5,605	48,817	67,254
003115	Facilities Construction Coord	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003116	Facilities Coordinator	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
003506	Finance Specialist 1	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003507	Finance Specialist 2	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
003508	Finance Specialist 3	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
001642	Financial Aids Officer	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002247	Financial Inst Analyst	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
002244	Financial Inst Asst Examiner	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002245	Financial Inst Examiner	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002246	Financial Inst Examiner Senior	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003459	Food Inspector 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003460	Food Inspector 2	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
003449	Food Inspector 3	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001016	Food Stndrds Compliance Office	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003792	Forensic Art Specialist	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
000214	Forensic Scientist 1	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000215	Forensic Scientist 2	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
001429	Forensic Scientist 3	14G	214	19L	26.92	40.04	4,684	6,967	56,209	83,604
000310	Geneticist	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
000311	Geologist	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
001303	Grants Specialist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002241	Grants Specialist Coord	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
001644	Grants Specialist Inter	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330

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<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID ID#</u>	<u>BARG UNIT</u>	<u>COMP CODE</u>	<u>MINIMUM HOURLY</u>	<u>MAXIMUM HOURLY</u>	<u>MINIMUM MONTHLY</u>	<u>MAXIMUM MONTHLY</u>	<u>MINIMUM ANNUAL</u>	<u>MAXIMUM ANNUAL</u>
001304	Grants Specialist Sr	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003322	Health Care Compliance Spec Sr	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
002697	Health Care Program Invest	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003125	Health Care Program Invest Sr	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000337	Health Educator 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000338	Health Educator 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002676	Health Educator 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003164	Health Financial Analyst	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003350	Health Laboratory Surveyor	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001307	Health Physicist 1	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000832	Health Program Rep	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001377	Health Program Rep Inter	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
000833	Health Program Rep Senior	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002717	Hearing Impaired Prog Interprt	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002495	Horticulturist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001443	Housing Dev Off	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
001557	Housing Dev Off Inter	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001444	Housing Dev Off Senior	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
002133	Housing Financial Analyst	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
003680	Housing Financial Analyst Sr	14G	214	19L	26.92	40.04	4,684	6,967	56,209	83,604
003564	Housing Program/Policy Spec	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
003882	Human Res Consultant Sr	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
000900	Human Rights Enforc Offcr 1	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
001946	Human Rights Enforc Offcr 2	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003866	Human Svcs Investigator	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
002680	Human Svcs Licensor	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002481	Human Svcs Quality Cont Rev	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
000955	Hydrologist 1	14G	214	09J	19.09	26.02	3,322	4,527	39,860	54,330
000958	Hydrologist 2	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000959	Hydrologist 3	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
002460	Income Mntc Prog Advisor	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002458	Income Mntc Prog Analyst	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002461	Income Mntc Prog Consultant	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002459	Income Mntc Prog Rep	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
000381	Industrial Economist	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
001822	Industrial Hygienist 1	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002668	Industrial Hygienist 2	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001438	Industrial Hygienist 3	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
001314	Information Officer 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000647	Information Officer 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
000577	Information Officer 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003583	Information Technology Spec 1	14F	214	06M	17.83	26.75	3,102	4,655	37,229	55,854

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003584	Information Technology Spec 2	14F	214	09O	19.68	31.99	3,424	5,566	41,092	66,795
003585	Information Technology Spec 3	14F	214	14O	23.30	38.30	4,054	6,664	48,650	79,970
003586	Information Technology Spec 4	14F	214	17O	25.87	42.69	4,501	7,428	54,017	89,137
003587	Information Technology Spec 5	14F	214	19P	27.73	47.42	4,825	8,251	57,900	99,013
000814	International Trade Rep	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002577	Interpret Naturalist 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001621	Interpret Naturalist 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003304	Interpret Naturalist 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003612	Interpret Naturalist Itasca Pk	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
003176	Investigation Specialist	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
001800	Investigator	14G	214	08J	18.46	25.10	3,212	4,367	38,544	52,409
003796	Investigator - Corr Intel	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001801	Investigator Senior	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
008805	Investment Analyst 2	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
008804	Investment Analyst 3	14G	214	19L	26.92	40.04	4,684	6,967	56,209	83,604
003814	IRRRB Loan Officer	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
000406	Labor Investigator	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001069	Labor Investigator Senior	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002482	Labor Relations Rep	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002692	Labor Relations Rep Principal	14G	214	22L	29.97	44.48	5,215	7,740	62,577	92,874
002483	Labor Relations Rep Senior	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002642	Landscape Architect Registered	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003526	Landscape Architect Senior	14G	214	18K	26.02	37.23	4,527	6,478	54,330	77,736
000418	Landscape Design Specialist	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
003086	Lawful Gambling Comp Reg 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003572	Lawful Gambling Comp Reg 2	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
003573	Lawful Gambling Comp Reg 3	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
001593	Lease Specialist	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
002957	Legal Analyst	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002913	Library Dev And Svcs Spec	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
000428	Library/Info Res Serv Spec	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
001393	Library/Info Res Serv Spec Sr	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003859	Lic Alcohol/Drug Counselor	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
001758	Loan Officer	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002661	Loan Officer Senior	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002014	Local Govt Audit	14G	214	07H	17.91	22.62	3,116	3,936	37,396	47,231
002015	Local Govt Audit Inter	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002016	Local Govt Audit Senior	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002356	Local Govt Audit Staff Spec	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
002357	Local Govt Audit Staff Spec Sr	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
003246	Lottery Corporate Accts Rep	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003650	Lottery Sales Representative	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213

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000006	Management Analyst 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001528	Management Analyst 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
000893	Management Analyst 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000634	Management Analyst 4	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
003730	Management Analyst Staff Spec	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003067	Management Consultant	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003068	Management Consultant Sr	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
002541	Management Development Tng Crd	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000455	Medical Technologist	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
002449	Mental Health Prog Advisor	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002496	Mental Health Prog Consultant	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000460	Migrant Labor Rep	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002092	Mineland Reclamation Spec	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002698	Mineland Reclamation Spec Sr	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002152	Mineral Operations Spec	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003316	Mn Career Info System Spec	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
007012	MnSCU Academic Professional 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
007022	MnSCU Academic Professional 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
007013	MnSCU Academic Professional 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
007024	MnSCU Academic Professional 4	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
007204	MnSCU Academic Professional 5	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
007203	MnSCU Academic Professional 6	14G	214	20L	27.88	41.44	4,851	7,211	58,213	86,527
003718	MnSCU Regional Audit Coord	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
003279	MnSCU Security Coordinator	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
001376	MnSCU Student Activ Coord	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
002855	MnSCU Student Act Coord Sr	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
000471	Mortician Investigator	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002081	Music Therapist Senior	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
003822	NR Area Hydrologist	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002977	NR Forestry Program Coord	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002976	NR Forestry Regional Spec	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001739	NR Forestry Specialist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002974	NR Forestry Specialist Int	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002975	NR Forestry Specialist Senior	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003446	NR Forestry Wldfire Dispatcher	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003493	NR Helicopter Oper Spec	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003130	NR Park Prog Coord	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003131	NR Park Spec Sr(Resource Mgmt)	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001742	NR Parks Specialist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003410	NR Parks Specialist Int	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003318	NR Pilot	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003740	NR Prog Consultant	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736

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002932	NR Prog Coordinator	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003741	NR Spec Eco Svcs	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
003746	NR Spec Fisheries	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
003742	NR Spec Int Eco Svcs	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
003744	NR Spec Int Fish Research	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
003747	NR Spec Int Fisheries	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
003759	NR Spec Int Trails & Waterways	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
003753	NR Spec Int Wildlife	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
003756	NR Spec Int WL Research	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002800	NR Spec Sr (Ecologist)	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003743	NR Spec Sr Eco Svcs	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003745	NR Spec Sr Fish Research	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003748	NR Spec Sr Fisheries	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003760	NR Spec Sr Trails & Waterways	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003754	NR Spec Sr WL	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003757	NR Spec Sr WL Research	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003758	NR Spec Trails and Waterways	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
003752	NR Spec WL	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
003755	NR Spec WL Research	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
000480	Nutritionist	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002493	Occup Safety & Hlth Trng Off	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
002082	Occupational Therapist	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
002083	Occupational Therapist Senior	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
008743	Ombudsperson For Child Protect	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002029	Peace Off Contin Educ Coord	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
001826	Peace Off Standards & Trng Eva	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002030	Peace Off Standards Coordinato	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000498	Personnel Officer	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003017	Personnel Officer Princ	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001423	Personnel Officer Senior	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
000652	Personnel Representative	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
001684	Physical Therapist	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
000511	Planner	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002376	Planner Intermediate	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002287	Planner Principal Comm Spec	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
000510	Planner Principal State	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002601	Planner Principal Transp	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
000512	Planner Senior Community	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000837	Planner Senior State	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000518	Planner Senior Trans	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000812	Planning Dir State	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
003668	Planning Program Coord Transp	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736

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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
001548	Plant Health Specialist 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001470	Plant Health Specialist 2	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003236	Plant Health Specialist 3	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003091	Plumbing Standards Rep	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003216	Pollution Cont Compliance Coor	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002470	Pollution Cont Emr Resp Spe	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
002784	Pollution Cont Proj Leader	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
000858	Pollution Cont Spec	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001657	Pollution Cont Spec Inter	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
000859	Pollution Cont Spec Sr	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
008758	Proj Analyst	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
008756	Proj Consultant	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
008755	Proj Consultant Sr	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
008757	Proj Specialist	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
008747	Proj Team Leader	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
000023	Property Tax Compliance Ofc 1	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003425	Property Tax Compliance Ofc 2	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
000560	Psychologist 1	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000561	Psychologist 2	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000562	Psychologist 3	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
001521	Pub Util Financial Analyst 1	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
001522	Pub Util Financial Analyst 2	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
001523	Pub Util Financial Analyst 3	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
001830	Pub Util Financial Analyst 4	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
001525	Pub Util Rates Analyst 2	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
001526	Pub Util Rates Analyst 3	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
001831	Pub Util Rates Analyst 4	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
002159	Pub Util Statistical Analyst 4	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
000576	Public Health Sanitarian 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001504	Public Health Sanitarian 2	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
001309	Public Health Sanitarian 3	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003580	Public Health Social Wkr Spec	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000582	Radiation Specialist 1	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
001775	Radiation Specialist 2	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003510	Radiation Specialist 3	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
001050	Radio/TV Program Coordinator	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000852	Real Estate Associate	14G	214	08J	18.46	25.10	3,212	4,367	38,544	52,409
001378	Real Estate Representative	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
000617	Real Estate Representative Sr	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003563	Real Estate Specialist	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
002987	Realty Program Coordinator	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002856	Realty Specialist	14G	214	08J	18.46	25.10	3,212	4,367	38,544	52,409

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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
002857	Realty Specialist Sr	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002084	Recreation Therapist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002846	Recreation Therapist Lead	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002085	Recreation Therapist Senior	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
002988	Recreational Fac Market Spec	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002827	Regional Res Disability Spec	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001052	Rehabilitation Couns Career	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003721	Rehabilitation Couns Lead	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000658	Rehabilitation Couns Sr	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
002394	Rehabilitation Program Spec 1	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002395	Rehabilitation Program Spec 2	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000598	Rehabilitation Program Spec 3	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
000599	Rehabilitation Representative	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003313	Reimbursement Fiscal Analyst 2	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
003264	Reimbursement Rate Setting Spe	14G	214	19L	26.92	40.04	4,684	6,967	56,209	83,604
003096	Reimbursement Specialist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000892	Research Analysis Spec	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
000659	Research Analysis Spec Sr	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000604	Research Analyst	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002251	Research Analyst Intermediate	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
000607	Research Scientist 1	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
000608	Research Scientist 2	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000609	Research Scientist 3	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
003799	Retail Merchandise Coordinator	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
003427	Retirement Services Prog Coord	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000613	Retirement Services Spec	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000660	Retirement Services Spec Inter	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003871	Retirement Services Spec Prin	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
002272	Retirement Services Spec Sr	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002762	Revenue Collections Officer 2	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002763	Revenue Collections Officer 3	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002764	Revenue Collections Officer 4	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002765	Revenue Collections Officer 5	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003346	Revenue Operations Spec	14G	214	17L	25.10	37.23	4,367	6,478	52,409	77,736
002681	Revenue Special Invest 1	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
002480	Revenue Special Invest 2	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
002756	Revenue Tax Specialist	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002757	Revenue Tax Specialist Int	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002760	Revenue Tax Specialist Princ	14G	214	16L	24.21	35.92	4,213	6,250	50,550	75,001
003482	Revenue Tax Specialist Senior	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
001399	Safety & Health Officer 1	14G	214	08J	18.46	25.10	3,212	4,367	38,544	52,409
001400	Safety & Health Officer 2	14G	214	11K	20.42	28.92	3,553	5,032	42,637	60,385

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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
002687	Safety Administrator	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002605	Safety Consultant	14G	214	11K	20.42	28.92	3,553	5,032	42,637	60,385
003519	Safety Consultant Principal	14G	214	16K	24.21	34.67	4,213	6,033	50,550	72,391
000621	Safety Investigator 1	14G	214	08J	18.46	25.10	3,212	4,367	38,544	52,409
001072	Safety Investigator 2	14G	214	11K	20.42	28.92	3,553	5,032	42,637	60,385
003845	Safety Investigator 3	14G	214	13K	21.83	31.06	3,798	5,404	45,581	64,853
003438	Safety Investigator 4	14G	214	16K	24.21	34.67	4,213	6,033	50,550	72,391
001937	Sign Language Interpreter	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003682	Sign Language Interpreter Lead	14G	214	09L	19.09	27.88	3,322	4,851	39,860	58,213
003683	Sign Language Interpreter Spec	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002843	Skills Development Specialist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003424	Small Busines Assistance Coord	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002715	Social Svcs Prog Advisor	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002716	Social Svcs Prog Consultant	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
001005	Social Work Spec	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003518	Social Work Spec Sr-Human Svcs	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
000677	Social Worker	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000662	Social Worker Senior	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
000678	Soil Conservation Rep	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002054	Soil Scientist 1	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002055	Soil Scientist 2	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
002989	Special Events Coordinator	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002003	Speech Pathology Clinician	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
002002	Speech Pathology Specialist	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002824	Sports Medicine Specialist	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003604	State Prog Admin	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003608	State Prog Admin Coordinator	14G	214	18L	26.02	38.69	4,527	6,732	54,330	80,785
003605	State Prog Admin Intermediate	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003607	State Prog Admin Principal	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003606	State Prog Admin Senior	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001412	Steamfitting Standards Rep	14G	214	14K	22.62	32.21	3,936	5,605	47,231	67,254
000401	Student Records Coordinator	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002150	Student Registration Coord	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003352	Systems Architect	14F	214	21P	29.82	50.88	5,189	8,853	62,264	106,237
003182	Tourism Regional Coord	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003670	Traffic Mgmt Sys Integrator Sp	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003589	Transp Acquisition Specialist	14G	214	14L	22.62	33.34	3,936	5,801	47,231	69,614
003693	Transp Act Base Cost/Mgmt Cons	14G	214	22L	29.97	44.48	5,215	7,740	62,577	92,874
003560	Transp Market Researcher	14G	214	19L	26.92	40.04	4,684	6,967	56,209	83,604
003601	Transp Prog Spec (Hazard Mtls)	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003703	Transp Prog Specialist 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003442	Transp Prog Specialist 2	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209

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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	20.42	29.97	3,553	5,215	42,637	62,577
003700	Transp Prog Specialist 4	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003649	Transp Prog Team Leader	14G	214	15L	23.38	34.67	4,068	6,033	48,817	72,391
003384	Transp Rate & Tariff Spec	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
000813	Travel & Tourism Rep	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002421	Treasury Financial Invest Off	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
001705	Unemployment Ins Aud 1	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
001706	Unemployment Ins Aud 2	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
003132	Unemployment Ins Aud Spec	14G	214	11L	20.42	29.97	3,553	5,215	42,637	62,577
002930	Unemployment Ins Oper Analyst	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000787	Unemployment Ins Prog Spec 1	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002203	Unemployment Ins Prog Spec 2	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002204	Unemployment Ins Prog Spec 3	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003081	Vendor Mgmt Spec	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
000667	Veterans Asst Coord	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003835	Veterans Claims Rep Senior	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
001084	Veterans Claims Representative	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
001055	Veterans Employment Rep Senior	14G	214	08L	18.46	26.92	3,212	4,684	38,544	56,209
002618	Vocational Evaluator	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
002525	Vocational Rehab Placmnt Coord	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
000755	Volunteer Services Coordinator	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
003227	Water & Soil Conservationist	14G	214	13L	21.83	32.21	3,798	5,605	45,581	67,254
003018	Well Inspector	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
003539	Well Standard Representative	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003291	Workers Comp Claims Mgt Spc	14G	214	06L	17.31	25.10	3,012	4,367	36,143	52,409
003292	Workers Comp Claims Mgt Spc In	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
003293	Workers Comp Claims Mgt Spc Sr	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
002931	Workforce Development Rep	14G	214	05L	16.74	24.21	2,913	4,213	34,953	50,550
000786	Workforce Development Spec 1	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
002201	Workforce Development Spec 2	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385
002202	Workforce Development Spec 3	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003470	Zoo Facilities Advisor	14G	214	12L	21.11	31.06	3,673	5,404	44,078	64,853
003575	Zoo Life Support Coordinator	14G	214	07L	17.91	26.02	3,116	4,527	37,396	54,330
003523	Zoologist	14G	214	10L	19.72	28.92	3,431	5,032	41,175	60,385

1 **APPENDIX G**

2 **SUPPLEMENTAL AGREEMENTS**

3
4 A. **DEPARTMENT OF AGRICULTURE**

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

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

10 a. The Employer may, providing funds are available, reimburse "field staff" employees for
11 basic monthly residence telephone bill (touch tone rate) not to exceed twenty dollars
12 (\$20.00) per month for employees of the Agronomy and Plant Protection Services Division
13 and the Dairy and Food Inspection Division who work out of their home and where the
14 employee is required in writing by the Employer to maintain an office for state business in
15 their residence.

16 b. The Employer may, providing funds are available, pay for an employee's monthly measured
17 business line (second telephone line - touch tone rate) including the installation fee.

18

1 **B. STATE AUDITOR'S OFFICE**

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

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

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

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

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

1 C. **DEPARTMENT OF COMMERCE**

2 1. **HOURS OF WORK AND OVERTIME**

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

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

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

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

14 2. **STORAGE OF STATE PROPERTY**

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

17 Crew Leaders and/or other qualifying employees (at the Appointing Authority's discretion)
18 shall be reimbursed at the annual rate of two hundred and fifty dollars (\$250.00) for
19 providing an in home office and/or for the storage of financial examination records,
20 manuals, statute books, equipment and related materials. The two hundred and fifty dollar
21 (\$250.00) payment shall be in a lump sum in the first pay period of each fiscal year.

22 3. **FINANCIAL INSTITUTION EXAMINER CERTIFICATIONS**

23 The provisions of the Master Agreement are supplemented as follows:

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

5

1 D. **DEPARTMENT OF CORRECTIONS**

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

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

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

11 2. **FILLING OF VACANCIES.**

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

13 1) The Appointing Authority shall not be required to post a vacancy if the Appointing
14 Authority offers the vacancy to a current Department of Corrections' employee who
15 has received notice of layoff from the same or transferable class.

16 2) An incumbent who has been appointed to a reallocated position shall be allowed to
17 interest bid during the initial three (3) month probationary period.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23 Employees transferring to state service under the statute cited above shall transfer
24 accumulations of sick leave from county service. No additional accrual will occur until

1 the former county employee's sick leave accrual total falls below the maximum
2 permitted by the Master Agreement.

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

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

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

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

19 6. **INFECTIOUS AND CONTAGIOUS DISEASES**. Where infectious or contagious diseases
20 are diagnosed among the inmate/resident population of a facility, upon request of the
21 Association, representatives of the facility and central office shall meet promptly with
22 Association Representatives to determine what steps, if any, are necessary to educate
23 employees about the disease(s) and to determine what steps, if any, are necessary to
24 safeguard the health and safety of the employees as well as the inmates/residents. An
25 employee who may be at risk to exposure to an infectious agent(s) as a result of

1 responsibilities for the care of an inmate/resident shall be informed of the
2 inmate's/resident's diagnosis or possible diagnosis by the facility according to facility policy
3 and procedure.

4 7. **WORK ON A HOLIDAY.**

5 A. Corrections Program Therapist/Recreation Therapist working in a Department of
6 Corrections facility shall receive a holiday premium of twenty dollars (\$20.00) for each
7 four (4) hours or portion thereof worked up to a maximum of forty dollars (\$40.00) for
8 those holiday hours specifically assigned by the Appointing Authority and worked on the
9 holiday. A Corrections Program Therapist/Recreation Therapist receiving a holiday
10 premium is not eligible for officer-of-the-day differential for the same hours worked.

11 B. Substitute Holidays. Employees who have worked on a holiday and to whom the
12 Appointing Authority has granted an alternate holiday in lieu of holiday pay under Article
13 11, Section 2C of the Master Agreement shall at the Appointing Authority's discretion,
14 be permitted to use the alternate holiday in increments of less than a full eight (8) hours
15 during the one hundred and eighty (180) calendar days following the holiday's
16 occurrence.

17 8. **DISCIPLINE AND DISCHARGE.** Article 8, Section 2 of the Master Agreement shall be
18 modified as follows: If during the course of an investigation an employee initiates telephone
19 contact with the Appointing Authority to provide information which may lead to discipline,
20 the employee shall be offered Association representation. If the employee waives the right
21 to Association representation, such waiver will be stated verbally and tape recorded prior to
22 questioning. A signed copy of the transcript of the waiver will be provided to the
23 Association.

24 9. **ICS/ISR/CIP/CRP AGENTS.** Article 24, Wages, will be supplemented as follows:
25 Corrections Agents identified as "Intensive Supervised Release Agents" and "Intensive

1 Community Supervision Agents” “Challenge Incarceration Program Agents”, and
2 “Conditional Release Program Agents” will be paid an additional one hundred dollars
3 (\$100.00) per payroll period. Intermittent employees shall receive an additional one
4 hundred dollars (\$100.00) or be reimbursed under the provisions of Article 25, Section 2 for
5 being in on-call status for a seven (7) day period or part thereof, whichever is less.

6 A. The State of Minnesota, Department of Corrections and MAPE recognize the needed
7 flexibility in schedules relating to Hours of Work, Overtime, On-call, Call-in, and Call
8 Back, for Intensive Community Supervision (ICS) and Intensive Supervised Release
9 (ISR) Agents, “Challenge Incarceration Program Agents” (CIP), and “Conditional
10 Release Program Agents”. The one hundred dollar (\$100.00) biweekly compensation
11 shall be recognized as full and complete compensation for the surveillance response
12 requirements and other related service responsibilities for the hours between 8:00 a.m.
13 and 12:00 a.m. (midnight) on their scheduled work day.

14 B. Situations of call-back for ICS/ISR/CIP/CRP Agents arise when such Agents are
15 physically required to respond, in other words, not resolvable by telephone or other
16 means of communication between the hours of 12:00 midnight and 8:00 a.m. for:

- 17 1. electronic monitoring;
- 18 2. detention matters; or
- 19 3. other situations which have been previously agreed to between the
20 ICS/ISR/CIP/CRP Agent and their immediate supervisor or designee.

21 C. ICS/ISR/CIP/CRP Agents shall not be eligible for on-call pay during the hours of 12:00
22 midnight and 8:00 a.m.

23 D. ICS/ISR/CIP/CRP Agents on a scheduled day off and who are instructed by their
24 supervisor to be on-call shall receive on-call or call-back pay in accordance with the
25 provisions of Article 25, Section 1, Call-In and Call-Back and Section 2, On-Call.

1 However, such hours shall be liquidated in cash or compensatory time at the discretion
2 of the employee's supervisor.

3 E. Compensatory time earned in accordance with provisions D above must be liquidated
4 within the pay period earned or no later than the subsequent pay period. Such
5 compensatory time shall be agreed upon between the supervisor and employees. In
6 the event there is no agreement, the supervisor shall assign the scheduled
7 compensatory hours off. When the supervisor is unable to schedule compensatory time
8 off, the compensatory time shall be liquidated in cash.

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

10 F. Any employee who works on a holiday shall, at the Appointing Authority's discretion
11 either be:

12 1. Paid in cash at the employee's appropriate rate for all hours worked in addition to
13 holiday pay provided for in Section 4 of the Master Agreement, or,

14 2. Paid in cash at the employee's appropriate rate for all hours worked in addition to an
15 alternate holiday in lieu of holiday pay provided for in Section 4 of the Master
16 Agreement. The Appointing Authority shall designate a mutually agreeable
17 alternate holiday within one hundred twenty (120) calendar days of the last date of
18 the pay period in which the holiday occurs. In the event there is no agreement, the
19 supervisor shall assign the scheduled compensatory hours off. When the
20 supervisor is unable to schedule compensatory hours off, the compensatory time
21 shall be liquidated in cash.

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

23 The Employer and the Association agree that employees who suffer a disabling injury as a
24 direct result of a life-threatening hostage incident, shall be authorized by the Appointing

1 Authority for injured on duty pay on the basis of stress related illnesses suffered without
2 demonstration of physical injury.

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

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

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

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

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

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

1 E. **DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

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

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

7 **Section 4. Filling of Positions.** Classified non-probationary employees in the same class
8 and seniority unit who have made a timely bid shall be considered for the vacancy. When there
9 are less than three (3) bidders for a vacancy, consideration shall be based upon, (but not
10 limited to), the employee's ability to perform the job, the employee's qualifications to perform
11 the job, the employee's current workload, and the employee's classification seniority and may
12 be appointed to the opening prior to filling the vacancy through other means. In situations
13 where there are three (3) or more bidders, the selection shall be limited to the three (3) most
14 senior bidders. Selection from among these bidders may be made without regard to seniority.
15 All employees who submitted a timely bid shall be notified in a timely manner of its acceptance
16 or rejection. If the vacancy is not filled by this method, then it shall be filled pursuant to Article
17 16, Section 4(A) and (B) of the Master Agreement.

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

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

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

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

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

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

11

1 F. **MINNESOTA MANAGEMENT & BUDGET**

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

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

11 Accounting Officer

12 Accounting Officer, Intermediate

13 Accounting Officer, Senior

14 Accounting Officer, Principal

15 Finance Specialist 1

16 Finance Specialist 2

17 Finance Specialist 3

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

24

1 G. **DEPARTMENT OF HEALTH**

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

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

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

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

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

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

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

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

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

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

3

1 H. DEPARTMENT OF HUMAN SERVICES

2 ~~STATE OPERATED SERVICES (SOS) AND MN SEX OFFENDER PROGRAM (MSOP)~~

3 ~~ONLY:~~

4 The Following Language Applies to All DHS Seniority Units:

5 WORK ON A HOLIDAY

6 Article 11, Section 5 shall be supplemented as follows:

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

10 Vacancies, Filling of Positions

11 Article 16, Section 4.B – Claiming shall be supplemented as follows:

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

16 Instead of accepting a claim, the Appointing Authority may choose to fill the vacancy by
17 promoting a seniority unit employee or an employee from a different ~~SOS/MSOP~~ DHS seniority
18 unit whose name was on a multi-source roster for the classification of the claimed position at
19 the time the vacancy was first claimed, or by accepting the voluntary transfer or demotion of a
20 current seniority unit employee or an employee from a different ~~SOS/MSOP~~ DHS seniority unit
21 on notice of permanent layoff. If the Appointing Authority determines to fill the resulting
22 vacancy, and it is not filled by an interest bidder or a recall from the seniority unit layoff list or
23 the transfer or demotion of a seniority unit employee or other ~~SOS/MSOP~~ DHS employee who
24 has received notice of permanent layoff, the Appointing Authority must consider interested and

1 eligible claimers who were not selected for the original vacancy due to the promotion, transfer
2 or voluntary demotion of a current seniority unit employee, prior to using any other vacancy
3 filling method in 4(C) and prior to the consideration of any additional claimers for the resulting
4 vacancy.

5 The receiving Appointing Authority shall determine if the employee is qualified for the position,
6 and if so, shall not unreasonably deny the request (see the provisions of Article 17, Section
7 3(A)(5), regarding employee requests to claim positions in other seniority units to avoid layoff or
8 bumping).

9 Article 16, Sections 3 and 4 are supplemented as follows:

10 Permanent non-probationary classified employees from any DHS seniority unit in the same
11 classification/class option may interest bid on the filling of such vacancy.

12 First consideration will be given to eligible bidders from within the seniority unit who have made
13 a timely interest bid. Subsequent consideration will then be given to eligible bidders from other
14 DHS seniority units. If the vacancy is not filled by an employee identified above, then it shall be
15 filled as per Article 16, Section 4 of the Master Agreement.

16 Layoff and Recall

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

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

- 21 • Employees with more classification seniority may volunteer to be laid off in lieu of less
22 senior employees who would otherwise be laid off. Volunteers will be in the following order:
23 most senior volunteers, first; least senior volunteers, last.

- 1 • Employees at risk of lay off must be capable and qualified to fill the position of the more
2 senior employee volunteering to be laid off.

3 Article 17, Sections 3.A.4a – Layoff Options and 5 – Claiming shall be modified as follows:

4 Employees whose only option is to bump may request to transfer to a non-temporary classified
5 vacancy within another DHS seniority unit in the same, transferable or lower class (or class
6 option) in which the employee previously served or for which they are determined to be
7 qualified by the Employer.

8 No employee shall be assigned to on-call status for a period of less than three (3) consecutive
9 hours, unless the on-call assignment occurs on the employee's day off. If the on-call
10 assignment occurs on the employee's day off, it shall be for no less than eight (8) consecutive
11 hours.

12 **CALL IN, CALL BACK, ON-CALL**

13 **ON-CALL PAY**

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

15 An employee who is instructed to be in on-call status shall be compensated for such time at the
16 rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. An employee
17 shall not receive on-call pay for hours actually worked.

18 **FLEX-TIME**

19 Article 27, Section 1B is clarified as follows:

20 **Flex-time Plan:**

21 Employees of the Department of Human Services may request a modification to their work
22 schedule. Flex-time plan options may include:

- 1 • Eight (8) consecutive hours in five work days;
- 2 • Ten (10) consecutive hours in four work days;
- 3 • Nine (9) consecutive hours in four work days plus four (4) consecutive hours for the
4 other work day;
- 5 • Nine (9) consecutive hours of work for four (4) work days plus eight (8) consecutive
6 hours of work on the fifth (5th) work day, followed by nine (9) consecutive hours of work
7 on four (4) work days.

8 Managers retain the authority for approving, modifying, denying, or terminating individual
9 schedules when they adversely affect services to clients/ customers; another employee's
10 schedule; or the operations of the Department of Human Services.

11 The employee may appeal the decision of an immediate supervisor to deny, modify, or revoke
12 a flex-time schedule to the second level supervisor, who should respond in writing. The
13 decision of the supervisor is final and may not be grieved.

14 **The Following Language Applies to the Following Seniority Units Only: 1) SOS**
15 **Excluding Forensics and 2) MSOP/Forensics.**

16 **WORK ON A HOLIDAY**

17 Article 11, Section 5 shall be supplemented as follows:

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

1 **HEALTH AND JOB SAFETY**

2 **INFECTIOUS AND CONTAGIOUS DISEASES**

3 Article 22 shall be supplemented as follows:

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

12 **WAGES**

13 **HOSTAGE LEAVE**

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

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

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

1 **CALL IN, CALL BACK, ON-CALL**

2 **ON-CALL PAY**

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

4 ~~An employee who is instructed to be in on-call status shall be compensated for such time at the~~
5 ~~rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. An employee~~
6 ~~shall not receive on-call pay for hours actually worked.~~

7 ~~No employee shall be assigned to on-call status for a period of less than three (3) consecutive~~
8 ~~hours, unless the on-call assignment occurs on the employee's day off. If the on-call~~
9 ~~assignment occurs on the employee's day off, it shall be for no less than eight (8) consecutive~~
10 ~~hours.~~

11 **HOURS OF WORK AND OVERTIME**

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

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

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

21 If the Appointing Authority changes an employee's scheduled hours of work by four (4)
22 hours or more with less than fourteen (14) calendar days notice to the affected employee
23 and the employee is scheduled to perform work at a time specifically designated by the
24 Appointing Authority, the employee shall receive ten dollars (\$10.00) for each four (4) hours

1 or portion thereof worked outside the normally scheduled hours of work, up to a maximum
2 of twenty dollars (\$20.00).

3 **OVERNIGHT ACTIVITIES**

4 The total compensation granted to employees assigned to overnight activities which involve the
5 supervision of residents when such assignments are twenty-four (24) hours shall be as follows:
6 eight (8) hours of straight time and twelve (12) hours at the appropriate overtime rate per Article
7 27, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

8 **MINNESOTA EXTENDED TREATMENT OPTIONS (METO) The Following Language**
9 **Applies to Minnesota Specialty Health Systems – Cambridge ONLY:**

10 **ADMINISTRATIVE OFFICER OF THE DAY**

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

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

16 **DEPARTMENT OF HUMAN SERVICES**

17 **ALL FACILITIES**

18 **The Following Language Applies to the Following Seniority Units Only: 1) SOS**
19 **Excluding Forensics and 2) MSOP/Forensics.**

20 **MEMORANDUM OF UNDERSTANDING**

21 **SENIORITY**

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

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

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

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

11

1 I. **IRON RANGE RESOURCES AND REHABILITATION BOARD**

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

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

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

7

1 J. **DEPARTMENT OF LABOR AND INDUSTRY**

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

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

6 a. assisting employees in their use of the complaint procedure, and

7 b. making recommendations to management (Affirmative Action Council) on policy,
8 procedure, and training.

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

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

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

18 A. **Seniority.** When two (2) or more employees have the same classification date as a
19 result of the reclassification referenced above, seniority in the class to which the
20 employees were reclassified shall be determined by the date the employee entered the
21 class Workers' Comp. Spec., Int., as modified to exclude time worked outside the
22 bargaining unit pursuant to Article 15, Section 1.(C). Any employee within the scope of
23 this provision who did not hold the class Workers' Comp. Spec., Int. shall be preceded
24 on the seniority roster by those employees who held that class. Should a tie still exist,

1 seniority positions shall be determined by state seniority and then by lot. The seniority
2 roster for the classification Workers' Compensation Claims Management Specialist, Int.
3 dated May 31, 1993 properly reflects the initial application of this provision to the
4 affected employees.

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

8 1. An employee who is issued a notice of layoff shall first follow Article 17, Section
9 3A4a. If there is no vacancy, then the employee shall either bump the least senior
10 employee in accordance with Article 17, Section 3A4a(1) or accept a vacancy in
11 accordance with Article 17, Section 3A4a(2), the least senior employee is
12 determined in accordance with A. (above).

13 2. If neither of the options in Article 17, Section 3A4a are available the employee's
14 seniority in his/her former classes shall count toward time served in the new class
15 for bumping to the lower new class in accordance with the following chart:

<u>TIME SPENT AS</u>	<u>CONVERTS TOWARD TIME IN</u>
<u>(Old Class)</u>	<u>(New Class)</u>
Workers' Comp. Specialist	Workers' Comp. Claims Mgmt, Spec.
Workers' Comp. Spec., Int.	Workers' Comp. Claims Mgmt, Int.

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

19

1 K. **MINNESOTA STATE LOTTERY**

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

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

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

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

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

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

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

3 **POLICY**

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

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

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

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

24 **DEFINITIONS**

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

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

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

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

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

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

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

19 **SCHEDULES**

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

- 22 1. work schedules for full-time employees within the band width;
- 23 2. work schedules for full-time employees which include the core time;

1 3. work schedules for part-time employees which accommodate the needs of the work unit
2 and the employee;

3 4. unpaid meal, periods of 30 minutes, 45 minutes, or 60 minutes in length at
4 approximately the midpoint of the work day.

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

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

12 **IMPLEMENTATION**

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

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

20 **PROCEDURE**

21 1. The employee shall submit a written request for a specific schedule to his/her
22 immediate supervisor at least 14 calendar days prior to the date the new schedule
23 would go into effect, if approved.

- 1 2. The immediate supervisor shall review the request and determine to approve or deny
2 the request taking into consideration at least the following factors:
- 3 a. Benefits to be gained as outlined in the above policy statement;
4 b. Adverse effects which might result from the requested schedule;
5 c. Requests for flextime schedules from other employees of the work unit;
6 d. Duties and responsibilities of the employee's position and whether they can be
7 effectively and efficiently performed during the requested schedule;
8 e. Level of staffing and supervision necessary at various times of the work day and
9 week to ensure that the work unit's activities are accomplished effectively and
10 efficiently;
11 f. Level and quality of service provided to the work unit's customers;
12 g. Schedule of other employees within the activity area, office, division or Lottery with
13 whom the requesting employee or the work unit must coordinate activities;
14 h. Additional costs or liabilities to the Lottery which would result from the requested
15 schedule; and/or
16 i. Any other considerations as appropriate to the work unit.
- 17 3. If there are conflicting requests from employees and the needs of the work unit require
18 that not all requests may be approved, the supervisor will approve (if all other factors
19 indicate approval) the request submitted by the employee with the most state seniority.
20 Should conflicts still exist, they will be resolved by lot. No request may be unreasonably
21 denied.
- 22 4. The immediate supervisor will provide the employee with written notice and explanation
23 of the decision within 7 calendar days of receipt of the request. A copy of the
24 supervisor's decision must be provided to the Personnel Office.

25 **WORK SCHEDULE CHANGES**

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

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

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

11 **APPEALS**

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

18

1 L. **MINNESOTA STATE ACADEMIES**

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

4 The Appointing Authority shall notify all employees of all summer school openings. An
5 employee may agree to voluntarily remain on layoff in the event of a recall by requesting such
6 action through a written waiver mutually agreed to and signed by the Appointing Authority and
7 the employee. Once the employee elects to sign the waiver of recall, such employee shall not
8 be able to exercise his/her seniority rights for recall for the duration of the summer school. The
9 Appointing Authority agrees to provide a signed copy of any waiver of recall to both the
10 Association and the employee.

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

17 **EXTRACURRICULAR ASSIGNMENTS.** Article 24 shall be amended as follows:

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

21

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

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

6 A. Employees who have more than one year of continuous employment (without a break
7 in service) in a single MnSCU Academic Professional ~~1, 2, 3 or 4~~ position in the series
8 (a position in the same class/option and same seniority unit) that is a minimum of fifty
9 percent (50%) of a full-time equivalent position in state service shall:

10 1. be eligible for all rights under Article 8, Discipline and Discharge, including “just
11 cause” and access to the arbitration level of the grievance procedure;

12 2. be eligible for severance as per the Master Agreement if involuntarily separated
13 due to a reduction in force or if he/she meets any of the other eligibility provisions
14 of Article 13, Severance, of the Master Agreement;

15 3. be eligible for six (6) months of Employer contribution toward their health and
16 dental insurance following their date of involuntary separation due to a reduction in
17 force;

18 4. be given, at minimum, forty-five (45) calendar days notice prior to their last day of
19 work due to an involuntary separation due to a reduction in force; and

20 5. upon involuntary separation due to reduction in force, have the right to express
21 interest for any MAPE unclassified vacancies posted within MNSCU for a
22 minimum of six (6) months following the date of their involuntary separation.
23 Employees shall notify the Appointing Authority that they are interested in a
24 posted position by written notice to the Appointing Authority’s Human Resource

1 Director prior to the application deadline. If the employee meets the posted
2 minimum qualifications of the position, as determined by the Appointing Authority,
3 he/she shall be granted an interview. Non-selection shall not be grievable.

4 ~~B. Employees who have two (2) or more years of continuous employment (without a~~
5 ~~break in service) in a single MnSCU Academic Professional 5 or 6 position (a position~~
6 ~~in the same class/option and same seniority unit) that is a minimum fifty percent~~
7 ~~(50%) of a full-time equivalent position in state service shall:~~

8 ~~1. be eligible for all rights under Article 8, Discipline and Discharge, including "just~~
9 ~~cause" and access to the arbitration level of the grievance procedure;~~

10 ~~2. be eligible for severance as per the Master Agreement if involuntarily separated~~
11 ~~due to a reduction in force or if he/she meets any of the other eligibility provisions~~
12 ~~of Article 13, Severance, of the Master Agreement;~~

13 ~~3. be eligible for six (6) months of Employer contribution toward their health and~~
14 ~~dental insurance following their date of involuntary separation due to a reduction in~~
15 ~~force;~~

16 ~~4. be given, at minimum, forty-five (45) calendar days notice prior to their last day of~~
17 ~~work due to an involuntary separation due to a reduction in force; and shall,~~

18 ~~5. upon involuntary separation due to reduction in force, have the right to express~~
19 ~~interest for any MAPE unclassified vacancies posted within MNSCU for a~~
20 ~~minimum of six (6) months following the date of their involuntary separation.~~

21 ~~Employees shall notify the Appointing Authority that they are interested in a~~
22 ~~posted position by written notice to the Appointing Authority's Human Resource~~
23 ~~Director prior to the application deadline. If the employee meets the posted~~
24 ~~minimum qualifications of the position, as determined by the Appointing Authority,~~
25 ~~he/she shall be granted an interview. Non-selection shall not be grievable.~~

1 ~~C.B.~~ Unclassified employees who change class or class option, or who move to another
2 MnSCU Appointing Authority, shall be subject to a mandatory six (6) month period of
3 service without the provisions of I.A. and B above. However, by prior written notice
4 from the Appointing Authority, the mandatory period of service may be eliminated or
5 set at any length of time from zero (0) to twelve (12) months. An employee who does
6 not successfully complete the mandatory period of service shall have the following
7 options:

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

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

14 ~~D.C.~~ Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar
15 days for informational purposes. No interest bidding is permitted on these
16 unclassified positions. Employees shall notify the appointing authority that they are
17 interested in the positions by written notice to the Appointing Authority's Human
18 Resources Manager prior to the application deadline. If the employee meets the
19 posted minimum qualifications of the position, as determined by the Appointing
20 Authority, he/she shall be granted an interview. Non-selection shall not be grievable.
21 All employees (including those with less than one year of service) shall be eligible for
22 this provision.

23 **D. Unpaid Leaves of Absence – Unclassified Employees.** Leave may be granted to
24 any unclassified employee, at the discretion of the Appointing Authority, to accept a
25 temporary position in another unclassified or administrative position within the

1 Minnesota State Colleges and Universities. All terms and conditions of the leave shall
2 be placed in writing prior to the commencement of the leave and a copy of the written
3 agreement shall be provided to the Association.

4 II. **CUSTOMIZED TRAINING REPRESENTATIVES**

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

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

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

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

- 21 1. The Appointing Authority or designee shall consult with the Customized Training
22 Representative prior to the start of the new fiscal year and set two levels of annual
23 goals and objectives. Progress toward meeting the goals and objectives should
24 be reviewed with the employee periodically throughout the fiscal year.

1 2. Level one goal(s) and objective(s) shall establish the level of performance
2 necessary to determine continuance of employment and progression increases for
3 the next fiscal year.

4 3. Level two goal(s) and objective(s) shall be set to determine the exceptional
5 performance standards for incentive bonuses for the next fiscal year.

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

8 ~~1. The Appointing Authority or designee shall consult with the Customized Training~~
9 ~~Representative prior to the start of the new fiscal year and set annual goals and~~
10 ~~objectives. Progress toward meeting the goals and objectives should be reviewed~~
11 ~~with the employee periodically throughout the fiscal year.~~

12 ~~2. Goals and objectives shall establish the level of performance necessary to~~
13 ~~determine continuance of employment.~~

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

- 16 1. The basis for discipline, including discharge, shall not be arbitrary or capricious.
- 17 2. The employee may appeal the discipline or discharge up to and including the
18 college president. The appeal meeting may include the employee and his or her
19 Association representative(s). The college president shall have the right to
20 sustain or dismiss actions of discipline and/or discharge. Such decision(s) of the
21 college president shall be final and not grievable.

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

1 1. Customized Training Representatives who have served for three (3) or more years
2 without a break in service in a single Customized Training Representative position
3 within the same seniority unit, that is a minimum fifty percent (50%) of a full-time
4 equivalent position, and who are involuntarily separated from their position due to
5 a reduction in force shall be eligible for the following benefits.

6 a. Customized Training Representatives shall be eligible for severance as per the
7 Master Agreement if involuntarily separated or if he or she meets any of the
8 other eligibility provisions of Master Agreement, Article 13, Severance.

9 b. Customized Training Representatives shall be eligible for six (6) months of
10 Employer Contribution toward their health and dental insurance following their
11 date of involuntary separation.

12 c. Customized Training Representatives shall be given a minimum of forty-five
13 (45) calendar days notice prior to their last day of work due to an involuntary
14 reduction in force.

15 d. Customized Training Representatives who are involuntarily separated shall be
16 allowed to express interest for any permanent unclassified vacancies posted
17 within MnSCU for a minimum of six (6) months following the date of their
18 involuntary separation. Customized Training Representatives shall notify the
19 Human Resource Director prior to the application deadline. If the Customized
20 Training Representative meets the posted minimum qualifications of the
21 position, as determined by the Appointing, Authority, he/she shall be granted
22 an interview. Non-selection shall not be grievable.

23 III. **SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS**

24 A. Pursuant to Minn. Stat. Sections 354C.12 and 356.24 and beginning on July 1, 2007,
25 the Employer shall deduct for eligible employees an amount equal to five percent

1 (5%) of the annual salary for each eligible employee after the first six thousand dollars
2 (\$6,000) in each fiscal year up to one thousand and six hundred dollars (\$1,600) to be
3 paid into the employee's supplemental retirement account of the Defined Contribution
4 Retirement (DCR) fund. Beginning on July 1, 2008, the Employer shall deduct for
5 eligible employees an amount equal to five percent (5%) of the annual salary for each
6 eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to
7 one thousand and seven hundred dollars (\$1700) to be paid into the employee's
8 supplemental retirement account of the Defined Contribution Retirement (DCR) fund.
9 The employer shall make a contribution in an amount equal to the deductions made
10 from the employee's salary. Deductions shall begin in the fiscal year following the
11 employee's eligibility as outlined in Section III B. below.

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

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

18 IV. **SIGN LANGUAGE INTERPRETERS**

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

22 V. **SENIORITY**

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

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

2 VI. **INSURANCE**

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

4 A. Employees who were eligible for and received a full or partial employer insurance
5 contribution from a Technical College or member school district prior to July 1, 1995,
6 shall be eligible for the full or partial State contribution based on the following hours of
7 work: Full contribution - at least 1,155 hours per year; Partial contribution - at least
8 770 hours per year.

9 B. An employee who was eligible for and participating in a health, dental or life insurance
10 program provided through their Technical College employment as of June 30, 1995,
11 shall remain eligible to participate in the State group (at the employee's expense)
12 even if the employee does not work sufficient hours to qualify under this Supplemental
13 Agreement.

14 C. All other employees receive insurance as per the Master Agreement.

15 VII. **TUITION WAIVER**

16 Full-time unlimited, full-time seasonal, part-time unlimited and part-time seasonal
17 employees, classified and unclassified, shall upon completion of three (3) years of
18 continuous employment (without a break in service) in the MnSCU system be entitled to
19 enroll on a space-available basis in credit courses without paying tuition. The employee
20 will pay all applicable fees. Such enrollment shall not exceed twenty (20) semester
21 credits per year. For purposes of tuition waiver, the year is considered to run from the
22 start of the fall session through the end of the summer session. Employees of a State
23 University may have tuition waived at any State University. Employees of a Community
24 College or Technical College or co-located College may have tuition waived at any

1 Community College or Technical College or Co-located College. Employees of the
2 MnSCU System Office may have tuition waived at any State University, Community
3 College, Technical College, or Co-located College by making a choice once each contract
4 period to use the tuition waiver for one of the various systems. The employee's spouse or
5 dependent children may share this right up to sixteen (16) credits.

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

8 VIII. **MNSCU EMPLOYEES AFFECTED BY CO-LOCATION UNDER A BOARD APPROVED**

9 **PLAN.** This section shall continue in effect unless either party provides thirty (30) days
10 advance notice, in writing, of their intent to discontinue this section.

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

15 1. **Vacancy protection.** Vacancies at institutions going through reorganization due
16 to co-location shall not be subject to the "claiming" provisions of Article 16,
17 Vacancy and Filling of Positions of the Master Agreement; nor shall they be
18 subject to filling through recall lists (other than seniority unit layoff lists) in Article
19 17, Layoff and Recall, of the Master Agreement. The Association and the
20 Appointing Authority may mutually agree to restore the provisions of the above-
21 mentioned Master Agreement if a determination is made that employees within the
22 seniority unit are not eligible and/or available.

23 2. **Separation options.** Employees may select one of these options. (Employees
24 who select an enhanced option must separate completely from their employment):

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

8 3. **Training.**

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

12 4. **Layoff Provisions.**

- 13 a. Length of required notice as specified by the Master Agreement.
- 14 b. Claiming per the Master Agreement with MnSCU discretion to extend if
15 mutually agreeable.
- 16 c. Employees who were considered full time under a Technical College contract
17 but worked less than 40 hours a week, shall be treated as full time if they are
18 laid off. Such employees shall not have their hours of work reduced below
19 thirty two (32) hours per week except through layoff.
- 20 d. Other contractually provided layoff provisions including layoff mitigation as per
21 Article 17, Section 2.

1 e. Seniority for employees of the Community Colleges and the State Universities
2 that co-locate with a Technical College shall be calculated based on the
3 Technical College seniority provision above for purposes of layoff:

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

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

14 a. A one-time severance payment based on five percent (5%) of the employee's
15 salary base or wage or \$1,250.00 multiplied by the number of years of service,
16 whichever is greater. In no event shall the amount exceed \$7,500.00; or

17 b. Tuition, fees, books, travel expenses, career guidance and related expenses
18 at a public institution of post-secondary education up to the amount of the
19 severance payment specified in a. above; or

20 c. Normal severance as per Article 13 of the Master Agreement.

21 2. **Training**.

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

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

1 IX. **VACATION**

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

3 Seasonal employees may use vacation on non-scheduled work days within their season
4 and, at the discretion of the Appointing Authority, employees may use accumulated
5 vacation prior to and/or after their first and last scheduled work days each fiscal year.

6 The amount of vacation used under this provision shall not exceed the maximum number
7 of hours specified in Article 10 Vacation, Section 6 Vacation Transfer and Liquidation.

8 X. **HOLIDAYS**

9 Article 11, Holidays, shall be modified as follows:

10 A. **HOLIDAY ACCRUAL.** Holiday pay shall be computed based on the average number
11 of hours the employee was in payroll status (including hours worked, paid vacation,
12 paid sick leave, compensatory time off, or paid leave of absence) in their previous
13 three (3) pay periods (excluding pay periods containing a holiday or an academic
14 break/seasonal time off). Eligible employees who normally work less than full-time
15 shall have their holiday pay prorated using the above criteria and schedule set forth in
16 Appendix B.

17 B. **SUBSTITUTE HOLIDAYS.** After consultation with the Association, College or
18 University administrators may designate a substitute holidays for those listed in Article
19 11 of the Master Agreement in order to conform with their academic calendars. The
20 college or university shall notify the executive director of the Association of change via
21 regular or electronic mail.

22 XI. **SEASONAL MEMORANDUM OF UNDERSTANDING**

23 1. **Definition of an Academic Year Seasonal Employee.** An academic year
24 seasonal employee is an employee whose season is equal to the length of the

1 academic year as established by the college/university administration plus, at the
2 administration's discretion, a maximum aggregate total of four (4) weeks before or
3 after the established academic year begins and ends. Such employees shall be
4 considered to have an employment condition of seasonal part-time or seasonal
5 full-time. Academic year seasonal employees are expected to return to work each
6 year.

7 2. **Summer Employment.** When there is a need for summer work, a separate
8 intermittent unlimited position shall be established. Intermittent unlimited positions
9 established for this purpose will be ongoing and will be posted/filled in accordance
10 with the Master Agreement. Intermittent employees shall be scheduled as needed
11 and acceptance of an intermittent position will not guarantee summer employment
12 in subsequent years. An academic year seasonal employee appointed
13 concurrently to an intermittent unlimited position shall be covered by the MAPE
14 agreement and shall receive paid holidays and accrue vacation and sick leave
15 consistent with the Master Agreement during the intermittent employment.

16 3. **Employee Notice.** During spring session of each academic year, each seasonal
17 employee shall be provided, in writing, with notice of their schedule for the next
18 academic year, including the start and end dates, seasonal breaks, scheduled
19 holidays and the number of days before or after the academic year that may be
20 used for vacation, compensatory time or alternate holidays. The written notice
21 referenced above shall be provided at least fourteen (14) days prior to the end of
22 the employee's season and shall be in lieu of the seasonal layoff and recall
23 provisions of Article 17, Section 4.

24 4. The parties agree that employees shall continue to be eligible for insurance
25 benefits during seasonal breaks as provided in Article 20, Section 3D of the
26 Master Agreement.

1 XII. **NEW STAFF DEVELOPMENT JOINT TASK FORCE**

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

8 **XIII. GRIEVANCE PROCEDURE**

9 Article 9 of the Master Agreement shall be supplemented and/or modified as follows:

10 1. After Step 2 and prior to an appeal to arbitration, a Step 3 will be held. Within
11 fourteen (14) calendar days following the receipt of a grievance appealed in
12 writing from Step 2, the system office's Department of Employee Relations shall
13 arrange a meeting with the Association in an attempt to resolve the grievance.

14 Within fourteen (14) calendar days following this meeting, the MnSCU system
15 office shall respond in writing to the Association stating the system office's answer
16 concerning the grievance. If, as a result of the written response, the grievance
17 remains unresolved, the Association may, within thirty (30) calendar days after the
18 written answer is given or due, appeal the grievance to arbitration by written notice
19 to the Assistant Commissioner of Minnesota Management & Budget (State Labor
20 Negotiator). Any grievance not referred in writing by the Association to arbitration
21 within thirty (30) calendar days after the system office's written answer is given or
22 due shall be waived.

OFFICE OF THE CHANCELLOR

WELLS FARGO PLACE
30 7TH ST. E., SUITE 350
ST. PAUL, MN 55101-7804

ph 651.201.1800
fx 651.297.5550
www.mnscu.edu



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STATE COLLEGES
& UNIVERSITIES

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March 5, 2012

Ms. Kelly Ahern
Business Agent
Minnesota Association of Professional Employees
3460 Lexington Avenue North
Shoreview, MN 55126-8072

RE: Meet and Confer – Shared Services

Dear Kelly,

Per our discussions during supplemental negotiations today, this letter is to codify our agreement that the Minnesota State Colleges and Universities will agree to a meet and confer.

The purpose of the meet and confer will be to discuss the effect on bargaining unit 214 employees resulting from the MnSCU systems efforts to explore increased usage of shared services opportunities between its institutions.

Sincerely,

Jeffrey O. Wade /s/
System Director for Labor Relations
System Office

1 N. **DEPARTMENT OF NATURAL RESOURCES**

2 1. **HOURS OF WORK AND OVERTIME.**

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

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

9 The compensatory bank may be liquidated once annually by division or bureau with at least
10 60 calendar days advance notice to the Association. Any cash payment of unused
11 compensatory time shall be at the employee's current rate of pay.

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

13 A. **OUT-OF-STATE FIRE FIGHTING.** Overtime will be paid in cash at the rate of time and
14 one-half for out-of-state fire fighting provided the out of state jurisdiction, state or
15 federal, pays similar professional employees at the rate of time and one-half for fire
16 fighting work on the same fire.

17 B. **IN-STATE FIRE FIGHTING, DNR JURISDICTION.** Hours worked on wildfire fire
18 fighting activities will be paid in cash at the appropriate overtime rate under Department
19 of Natural Resources Operational Order 93, and any revisions thereof except for
20 Division of Forestry employees who shall be excluded from this provision and shall be
21 compensated per Article 27 of the Master Agreement.

22 C. **IN-STATE FIRE FIGHTING, FEDERAL JURISDICTION.** Overtime will be paid in cash
23 at the rate of time and one-half for in-state fire fighting federal jurisdiction, provided the

1 federal jurisdiction pays similar professional employees at the rate of time and one-half
2 for fire fighting work on the same fire.

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

8 2. **UNIFORMS.** Article 26 of the Master Agreement shall be supplemented and/or modified as
9 follows:

10 Employees who are required to wear uniforms as a condition of employment under DNR
11 Operational Order #33 and any revisions thereof shall be furnished a basic issue of such
12 uniforms by the Appointing Authority in their first year of employment.

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

16 Notwithstanding the provisions of Article 26, Section 1, beginning in the second year of their
17 employment, professional employees of the DNR, except Seasonal Naturalists, may use
18 their uniform allotment of one hundred fifty dollars (\$150.00) annually to purchase
19 replacement uniform items. Seasonal Naturalists' uniform allotment shall be ninety dollars
20 (\$90.00), beginning in their second year of employment. If price of parkas and three-
21 season jackets fluctuate by size and by twenty dollars (\$20.00) or more per individual item,
22 the Appointing Authority shall supplement the uniform allotment by the amount of the actual
23 difference in cost that exceeds the regular price.

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

1 3. **SENIORITY.**

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

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

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

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

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

19 These provisions shall apply to the following:

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

23 A. **SENIORITY.** After class seniority has been adjusted according to DNR Supplement
24 Agreement #3, when two (2) or more employees have the same classification seniority

1 date because of the implementation of the results of the above listed classification
2 study, seniority positions in the class to which the employees were reclassified shall be
3 determined by the most recent date of entry into a position in the classified service in
4 the bargaining unit. Should a tie still exist, seniority positions shall be determined by
5 state seniority and then by lot.

6 B. **LAYOFF AND RECALL.** If an employee is issued a permanent layoff notice his/her
7 seniority in the classes that become obsolete due to the classification study shall count
8 for bumping purposes in the following manner.

9 1. For purposes of layoff and recall, if none of the options in Article 17, Section 3A4a
10 are available to the employee, the employee's seniority in obsolete classes shall
11 count toward time served in the new classes for bumping to the lower new classes
12 in accordance with the following chart:

TIME SPENT AS <u>(Obsolete Classes)</u>	CONVERTS TOWARD TIME IN <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

13 2. Forestry employees who were reallocated to a supervisory class from an
14 Association represented class as a result of the 1989 study shall also receive
15 seniority credit for time served in obsolete classes according to the above chart for
16 purposes of bumping.

1 C. **OTHER PROVISIONS.** The other provisions of the May 24, 1990 MOU relating to the
2 appointment of district foresters and the April 22, 1992 MOU relating to the Trails and
3 Waterways study and seniority rosters shall remain in effect for the duration of this
4 Agreement.

5 5. **SENIORITY (FISH AND WILDLIFE).** The July 14, 1989 letter relating to seniority tie
6 breaking after class studies will remain in effect for the duration of this Agreement, but only
7 as it applies to the April 29, 1987 Fish and Wildlife study.

8 6. **INTEREST BIDDING FROM SEASONAL LAYOFF (PARKS).** Article 16, Section 3, shall
9 be supplemented and/or modified as follows:

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

17

1 June 18, 2007

2

3 Ms. Jane Richey, Business Agent
4 MN Association of Professional Employees
5 3460 Lexington Avenue North
6 Shoreview, MN 55126-8072

7 Dear Jane:

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

11 Sincerely,

12

13 Patricia Burt
14 Assistant Administrator
15 Bureau of Human Resources
16 651-259-5309

17

1 O. **POLLUTION CONTROL AGENCY**

2 **ELECTRONIC COMMUNICATIONS**

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

10 **PAY DIFFERENTIAL**

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

19

1 P. **DEPARTMENT OF PUBLIC SAFETY**

2 **STATE FIRE MARSHAL'S DIVISION**

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

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

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

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

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

- 19 1. An employee shall be in on-call status if the employee's supervisor has instructed the
20 employee in writing to remain available to work during an off duty period. An employee
21 who is instructed to be in on-call status is not required to remain at a fixed location but
22 is required to leave word where he/she may be reached.

1 2. An employee who is instructed to remain in an on-call status shall receive eight (8)
2 hours of overtime compensation for being in on-call status for the week-end for the
3 purpose of conducting required fire investigations.

4 3. This understanding applies only to the hours between the end of the employee's
5 scheduled shift on Friday and the beginning of the employee's scheduled shift on
6 Monday.

7 **BUREAU OF CRIMINAL APPREHENSION, FORENSIC SCIENCE LABORATORY**

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

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

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

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

21 An employee shall be in on-call status if the employee's supervisor has instructed the employee
22 in writing to remain available to work during an off duty period. An employee who is instructed
23 to be in on-call status is not required to remain at a fixed location but is required to leave word
24 where he/she may be reached.

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

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

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

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

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

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

18

1 Q. **DEPARTMENT OF REVENUE**

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

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

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

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

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

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

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

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

4 (1) Accept a vacancy in the same or an equal or lower class or class option in which the
5 employee previously served or for which the employee is determined to be qualified by
6 the Employer.

7 (2) Bump the least senior employee in the same or an equal or lower class or class option
8 in which the employee previously served.

9 a. If the employee receiving notice of layoff is permanently assigned within the State of
10 Minnesota and the least senior employee on a seniority unit wide basis (within and
11 outside the State of Minnesota) in the same, or an equal or lower class or class
12 option in which the employee previously served is permanently assigned to an out-
13 of-state office, the employee receiving notice may choose between bumping the
14 least senior employee in the out-of-state office or bumping the least senior
15 employee within the State of Minnesota.

16 b. If the employee receiving notice of layoff is permanently assigned to an out-of-state
17 office, the provisions of Article 17 shall apply as written in the master agreement.

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

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

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

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

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

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

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

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

12 **Section 1. Differential.**

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

20 The differentials for existing locations shall be as follows:

<u>Location</u>	<u>Differential prior</u> <u>to 2001-2003</u>	<u>Differential</u> <u>effective</u> <u>2001</u>	<u>Differential</u> <u>effective</u> <u>2003</u>	<u>Differential</u> <u>effective</u> <u>2005</u>	<u>Differential</u> <u>effective</u> <u>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	

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

5 **Section 2. Progression.**

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

8 **Section 3. Changes in Work Location.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21 **MEMORANDUM OF UNDERSTANDING**

22 The Memorandum of Understanding associated with the classification merger which resulted in
23 the creation of the Revenue Tax Specialist class series, with an effective date of March 8,
24 1995, shall remain in effect for those employees covered by Section 4, Tax Examiner

1 Classification Series Conversion. A copy of the MOU can be found in the Department of
2 Revenue Human Resource Office, at MAPE Central Office, or in prior contracts.

3

1 R. **DEPARTMENT OF TRANSPORTATION**

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

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

6

1 S. **VETERANS AFFAIRS**

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

4 The total compensation granted to employees assigned to overnight activities which involve the
5 supervision of residents when such assignments are twenty-four (24) hours shall be as follows:
6 eight (8) hours of straight time and eleven (11) hours at the appropriate overtime rate, which
7 may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

8

APPENDIX H

PROHIBITION OF SEXUAL HARASSMENT

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4 It is agreed by the Employer and the Association that all employees have a right to a workplace
5 free of verbal and/or physical sexual harassment, "sexual harassment" includes unwelcome sexual
6 advances, requests for sexual favors, sexually motivated physical contact or communication of a
7 sexual nature when:

8 1) Submission to that conduct or communication is made a term or condition, either explicitly or
9 implicitly, of obtaining employment; or

10 2) Submission to or rejection of that conduct or communication by an individual is used as a factor
11 in decisions affecting that individual's employment; or

12 3) That conduct or communication has the purpose or effect of substantially interfering with an
13 individual's employment or creating an intimidating, hostile, or offensive employment
14 environment; and the Employer knows or should know of the existence of the harassment and
15 fails to take timely and appropriate action.

16 Sexual harassment complaints shall be processed pursuant to the Appointing Authority's
17 affirmative action complaint procedure. The Employer agrees that all agency complaint
18 procedures for sexual harassment shall be opened to Association participation unless the
19 complaining employee requests in writing that the Association not be notified. The complainant
20 shall have the right to Association representation. The Agency Affirmative Action Officer/Designee
21 shall inform the complaining employee of this right, and any employee waiving this right must do so
22 in writing. Further, the Employer and Association agree that agency complaint procedures
23 covering sexual harassment are modified to include these additional requirements:

24 1) When a complaint of sexual harassment is initiated, a notice of a complaint in progress shall be
25 sent by the affirmative action officer to the Association unless the complaining employee

1 requests that the Association not be notified. If in filing a complaint an employee states that
2 she/he is unable to function in the worksite from which the complaint arose, the Appointing
3 Authority shall conduct a preliminary investigation within two (2) calendar days or reasonable
4 extension thereof. If this preliminary investigation establishes that a reasonable basis for the
5 employee's concern about continuing in the work situation exists, the Appointing Authority shall
6 take intervening action to defuse the situation which may include temporarily reassigning either
7 party until such time as the complaint is fully investigated, there is a finding, and corrective
8 action, if required, is implemented.

9 2) Within the time limits set forth in the affirmative action complaint procedures, but not to exceed
10 thirty (30) days, the Appointing Authority shall conduct a full investigation and prepare a report
11 along with designated actions to be taken to remedy the complaint. If the complaining
12 employee has not waived the Association's involvement in the complaint, the Association's
13 representative as well as the complainant shall be provided a written summary of the finding
14 and resolution. The Association and Employer agree that reprisal against the complaining
15 employee or a witness is prohibited. The provisions of this Appendix are not subject to the
16 provisions of Article 9 of the Master Agreement between the Association and the Employer
17 except that the Association may grieve the initial implementation of the complaint procedure
18 found in the Appendix.

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

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

24

APPENDIX I

AFFIRMATIVE ACTION COMMITTEE

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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 or 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

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

6 2. DEFINITIONS

7 A. "Confirmatory Testing" and "Confirmatory Retest" mean a drug or alcohol test that uses
8 a method of analysis approved by the Commissioner of Health as being reliable for
9 providing specific data as to the drugs, alcohol, or their metabolites detected in an initial
10 screening test.

11 B. "Drug" means a controlled substance as defined in Minnesota Statutes 152.01, subd. 4.

12 C. "Drug and Alcohol Testing", "Drug or Alcohol Testing", and "Drug or Alcohol Test",
13 mean analysis of a body component sample approved by the Commissioner of Health,
14 including blood and urine, for the purpose of measuring the presence or absence of drugs,
15 alcohol, or their metabolites in the sample tested.

16 D. "Initial Screening Test" means a drug or alcohol test which uses a method of analysis
17 approved by the Commissioner of Health as being capable of providing data as to general
18 classes or drugs, alcohol, or their metabolites.

19 E. "Positive Test Result" means a finding of the presence of alcohol or drugs or their
20 metabolites in the sample tested in levels at or above the threshold deduction levels set by
21 the Commissioner of Health by rule.

22 F. "Under the Influence" for the purpose of testing, means having the presence of a drug or
23 alcohol at or above the level of a positive test result.

1 ~~G. "**Probable Cause**" means first hand observations or reliable information that the employee~~
2 ~~is under the influence of drugs or alcohol, or is unlawfully manufacturing, distributing,~~
3 ~~dispensing, possessing, transferring or using a controlled substance.~~

4 ~~H. "**Valid Medical Reason**" means, 1) a written prescription, or an oral prescription reduced to~~
5 ~~writing, which satisfies the requisites of Minnesota Statutes 152.11, and names the~~
6 ~~employee as the person for whose use it is intended; and, 2) the drug was prescribed,~~
7 ~~administered, and dispensed in the course of professional practice by or under the direction~~
8 ~~and supervision of a licensed doctor, as described in Minnesota Statutes 152.12; and, 3)~~
9 ~~the drug was used in accord with the terms of the prescription. Use of any over the counter~~
10 ~~medication in accord with the terms of the product's directions for use shall also constitute a~~
11 ~~valid medical reason.~~

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

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

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

20 ~~1. is under the influence of drugs or alcohol while the employee is working or while the~~
21 ~~employee is on the Appointing Authority's premises or operating the Appointing Authority's~~
22 ~~vehicle, machinery or equipment; or,~~

23 ~~2. has violated the Appointing Authority's written work rules prohibiting the use, possession,~~
24 ~~sale or transfer of drugs or alcohol insofar as the work rules apply to on-duty conduct.~~

1 ~~5. **REFUSAL TO UNDERGO TESTING**~~

2 A. ~~**Right to Refuse**: Employees have the right to refuse to undergo drug and alcohol testing.~~
3 ~~If an employee refuses to undergo drug or alcohol testing requested or required by the~~
4 ~~Appointing Authority, no such test shall be given.~~

5 B. ~~**Consequences of Refusal**: If any employee refuses to undergo drug or alcohol testing~~
6 ~~requested or required by the Appointing Authority, the employee may be subject to possible~~
7 ~~discipline or discharge.~~

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

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

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

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

17 ~~6. **PROCEDURE FOR TESTING**~~

18 A. ~~**Notification Form**: Before requesting an employee to undergo drug or alcohol testing, the~~
19 ~~Appointing Authority shall provide the individual with a form on which to 1) acknowledge~~
20 ~~that the individual has seen a copy of the Appointing Authority's drug and alcohol testing~~
21 ~~policy, and 2) indicate any over-the-counter or prescription medications that the individual is~~
22 ~~currently taking or has recently (within the last month) taken, and any other information~~
23 ~~relevant to the reliability of, or explanation for, a positive test result, and 3) indicate consent~~
24 ~~to undergo the drug and alcohol testing. This shall be done on the Drug and Alcohol~~

1 ~~Screen Exam Consent Form. Upon request and whenever practicable, the employee is~~
2 ~~entitled to an Association Representative at the point the Appointing Authority requests or~~
3 ~~requires the employee to be tested.~~

4 ~~**B. Test Sample:** The test sample shall be obtained in a private setting, and the procedures~~
5 ~~for taking the sample shall ensure privacy to employees to the extent of practicable,~~
6 ~~consistent with preventing tampering with the sample, and shall conform with applicable~~
7 ~~rules of the Commissioner of Health. All test samples shall be obtained by or under the~~
8 ~~direct supervision of a health care professional from a medical facility of the Appointing~~
9 ~~Authority's selection. However, such facility cannot be a state owned or operated medical~~
10 ~~facility.~~

11 ~~**C. Identification of Samples:** Each sample shall be sealed into a suitable container free of~~
12 ~~any contamination that could affect test results, be immediately labeled with the subject's~~
13 ~~social security number, be initialed by the subject, and be signed and dated by the person~~
14 ~~witnessing the sample.~~

15 ~~**D. Chain of Custody:** The Appointing Authority shall maintain a written record of the chain of~~
16 ~~custody of the sample and ensure proper handling thereof, and comply with the rules~~
17 ~~adopted by the Commissioner of Health pertaining to chain of custody; until the rules are~~
18 ~~adopted by the Commissioner, the written record shall include a signature of each person~~
19 ~~accepting transfer of the sample, the date and time of the transfer, and a notation about the~~
20 ~~condition of the seal at the time of the transfer.~~

21 ~~**E. Laboratory:** All drug or alcohol testing shall use the services of a testing laboratory~~
22 ~~licensed by the Commissioner of Health or qualifying under the transitional laboratory~~
23 ~~requirements set forth in Minnesota Statutes; however no test shall be conducted by a~~
24 ~~testing laboratory owned and operated by the state.~~

1 ~~F. **Methods of Analysis:** The testing laboratory shall use methods of analysis and~~
2 ~~procedures to ensure reliable drug and alcohol test results including standards for initial~~
3 ~~screening tests and confirmatory tests. The method of analysis shall use immune-chemical~~
4 ~~technology or chromatography for initial screening tests, and confirmation must be gas~~
5 ~~chromatography/mass spectrometry, except that where gas chromatography/ mass~~
6 ~~spectrometry is not the scientifically accepted method of choice, the test must be confirmed~~
7 ~~by a method using some form of chromatography.~~

8 ~~G. **Retention and Storage:** Retention and storage procedures shall comply with the rules~~
9 ~~adopted by the Commissioner of Health, and all samples that produced a positive test result~~
10 ~~shall be retained and properly stored for at least six months.~~

11 ~~H. **Test Report:** The testing laboratory shall prepare a written report indicating the drugs,~~
12 ~~alcohol, or their metabolites tested for, the types of tests conducted, and whether the test~~
13 ~~produced negative or positive test results, and the testing laboratory shall disclose that~~
14 ~~report to the Appointing Authority within three working days after obtaining the final test~~
15 ~~result.~~

16 ~~7. **RIGHTS OF EMPLOYEES.** Within three working days after receipt of the test result report~~
17 ~~from the testing laboratory, the Appointing Authority shall inform in writing an employee who~~
18 ~~has undergone drug or alcohol testing of:~~

19 ~~A. A negative test result on an initial screening test or of a negative or positive test result on a~~
20 ~~confirmatory test;~~

21 ~~B. The right to request and receive from the Appointing Authority a copy of the test result~~
22 ~~report;~~

23 ~~C. The right to request in writing within five (5) working days after notice of a positive test~~
24 ~~result a confirmatory retest of the original sample at the employee's expense at the original~~
25 ~~testing laboratory or another licensed testing laboratory of the employee's choice. If the~~

1 ~~confirmatory retest does not confirm the original positive test result, no adverse personnel~~
2 ~~action based on the original confirmatory test may be taken against the employee;~~

3 ~~D. The right to submit information to the Appointing Authority within three working days after~~
4 ~~notice of a positive test result to explain that result;~~

5 ~~E. The right of an employee, for whom a positive test result on a confirmatory test was the first~~
6 ~~such result on a drug or alcohol test required by the Appointing Authority, not to be~~
7 ~~discharged unless the following conditions have been met:~~

8 ~~1) The Appointing Authority has first given the employee an opportunity to participate in, at~~
9 ~~the employee's expense or pursuant to coverage under an employee benefit plan,~~
10 ~~either a drug or alcohol counseling or rehabilitation program, whichever is more~~
11 ~~appropriate as determined by the certified chemical use counselor or a physician~~
12 ~~trained in the diagnosis and treatment of chemical dependency; and~~

13 ~~2) the employee has either refused to participate in the counseling or rehabilitation~~
14 ~~program, or has failed to successfully complete the program as evidenced by~~
15 ~~withdrawal from the program before its completion or by a positive test result on a~~
16 ~~confirmatory test after completion of the program.~~

17 ~~A determination by the certified chemical use counselor or physician trained in the~~
18 ~~diagnosis and treatment of chemical dependency that no counseling or rehabilitation~~
19 ~~program is necessary fulfills the employee's above-specified obligation.~~

20 ~~F. The right to not be discharged, disciplined, discriminated against, or requested or required~~
21 ~~to undergo rehabilitation on the basis of a positive test result from an initial screening test~~
22 ~~that has not been verified by a confirmatory test;~~

23 ~~G. The right to not be discharged, disciplined, discriminated against, or required to be~~
24 ~~rehabilitated on the basis of medical history information revealed to the Appointing Authority~~

1 ~~concerning the reliability of, or explanation for, a positive test result unless the employee~~
2 ~~was under an affirmative duty to provide the information before, upon or after hire;~~

3 ~~H. The right to access to information in the subject's personnel file relating to positive test~~
4 ~~result reports and other information acquired in the drug and alcohol testing process, and~~
5 ~~conclusions drawn from and actions taken based on the reports on acquired information;~~

6 ~~I. The right of an employee who has made a timely request for a confirmatory retest to suffer~~
7 ~~no adverse personnel action if the confirmatory retest does not confirm the result of the~~
8 ~~original confirmatory test, using the same drug or alcohol threshold detection levels as used~~
9 ~~in the original confirmatory test.~~

10 ~~8. **ACTION AFTER TEST.** The Appointing Authority will not discharge, discipline, discriminate~~
11 ~~against, or request or require rehabilitation of an employee solely on the basis of a positive test~~
12 ~~result from an initial screening testing that has not been verified by a confirmatory test. Where~~
13 ~~there has been a positive test result in a confirmatory test and in any confirmatory retest, the~~
14 ~~Appointing Authority will do the following unless the employee has furnished a valid medical~~
15 ~~reason for the positive test result:~~

16 ~~A. The employee will be referred for an evaluation by a certified chemical use counselor or a~~
17 ~~physician trained in the diagnosis and treatment of chemical dependency. If that evaluation~~
18 ~~determines that the Appointing Authority has a chemical dependency or abuse problem, the~~
19 ~~employer will give the employee an opportunity to participate in, at the employee's expense,~~
20 ~~or pursuant to coverage under an employee benefit plan, either a drug or alcohol~~
21 ~~counseling or rehabilitation program, whichever is more appropriate, as determined by the~~
22 ~~certified chemical use counselor or a physician trained in the diagnosis and treatment of~~
23 ~~chemical dependency. If the employee either refuses to participate in the counseling or~~
24 ~~rehabilitation program, or fails to successfully complete the program, as evidenced by~~
25 ~~withdrawal from the program before its completion, or by a positive test result on a~~

1 ~~confirmatory test after completion of the program, the employer may discharge the~~
2 ~~employee.~~

3 ~~B. Nothing in this policy limits the right of the Appointing Authority to discipline or discharge an~~
4 ~~employee on grounds other than a positive test result in a confirmatory test.~~

5 ~~9. **DATA PRIVACY**. The purpose of collecting a body component sample of blood, breath or~~
6 ~~urine is to test that sample for the presence of drugs or alcohol. A sample provided for drug or~~
7 ~~alcohol testing will not be tested for any other purpose. The name, initials, and social security~~
8 ~~number of the person providing the sample are requested so that the sample can be identified~~
9 ~~accurately but confidentially. Information about medications and other information relevant to~~
10 ~~the reliability of, or explanation for, a positive test result is requested to ensure that the test is~~
11 ~~reliable and to determine whether there is a valid medical reason for any drug or alcohol in the~~
12 ~~sample. All data collected, including that in the notification form and the test report, is intended~~
13 ~~for use in determining the suitability of the employee for employment. The Appointing Authority~~
14 ~~may refuse to supply the requested data; however, refusal to supply the requested data may~~
15 ~~affect the person's employment status. The employer will not disclose the test result reports~~
16 ~~and other information acquired in the drug or alcohol testing process to another employer or to~~
17 ~~a third party individual, government agency, or private organization without the written consent~~
18 ~~of the person tested, unless permitted by law or court order. All data on the request for a test,~~
19 ~~the testing, the test results shall be kept separate from the regular personnel files, in locked file~~
20 ~~cabinets, accessible only by those supervisors, manager, or confidential employees directly~~
21 ~~involved in the case.~~

22 **1. INTRODUCTION**

23 This drug and alcohol testing policy is the exclusive policy for MAPE Bargaining Unit employees
24 and is limited to drug and alcohol testing required by the U.S. Department of Transportation to
25 implement the Omnibus Transportation Employee Testing Act of 1991 and relevant U. S.
26 Department of Transportation regulations.

1 **2. PERSONS SUBJECT TO TESTING**

2 All employees who are required to hold a Commercial Driver's License and a Class A or Class B
3 License as a condition of employment are subject to testing under applicable sections of this
4 policy. These employees are subject to random, pre-employment, pre-placement, post-accident,
5 reasonable suspicion, return-to-duty, and follow-up testing. The specific requirements for testing
6 are governed by regulations promulgated by the U.S. Department of Transportation.

7 New employees and current employees who are appointed to CDL covered positions shall receive
8 a copy of the Testing Plan within fourteen (14) days of appointment to a CDL covered position.

9 All time spent administering an alcohol or controlled substance test, including travel time, will be
10 paid at the employee's regular rate of pay, or at the appropriate overtime rate, whichever is
11 applicable. An employee may be removed from work following a positive test result through the
12 provisions of Article 16 - Discipline and Discharge. The employer shall pay all costs associated
13 with the administration of alcohol and controlled substance tests. The cost of testing the "split
14 specimen" at a federally certified laboratory if so requested by the employee shall be borne by the
15 Employer if such result is negative. The employee will be responsible for the cost of testing the
16 "split specimen" if the test result is positive.

17 **3. CIRCUMSTANCES FOR REASONABLE SUSPICION DRUG OR ALCOHOL TESTING**

18 The Appointing Authority shall request or require an employee to undergo drug and alcohol testing
19 if the Appointing Authority has reasonable suspicion that an employee has violated the provisions
20 of law and regulation governing alcohol concentration, alcohol possession, on-duty use, pre-duty
21 use, use following an accident, refusal to submit to a required alcohol or controlled substance test,
22 controlled substance use, and controlled substance testing. Reasonable suspicion must be based
23 on specific, contemporaneous, articulable observations concerning the appearance, behavior,
24 speech or body odors of the driver. The observations may include indications of the chronic and
25 withdrawal effects of controlled substances. Observations for alcohol testing must be made

1 during, just preceding, or just after the period of the work day that the driver is required to be in
2 compliance with the regulations. A driver can be directed to undergo reasonable suspicion alcohol
3 testing only while the driver is performing safety-sensitive functions, just before the driver is to
4 perform safety-sensitive functions, or just after the driver is to perform safety-sensitive functions.

5 A written record shall be made of the observation leading to any reasonable suspicion test and
6 shall be signed by the supervisor making the observation.

7 A supervisor requesting a drug or alcohol test must have successfully completed training
8 developed or approved by Minnesota Management & Budget on drug and alcohol abuse, on how
9 to recognize impairment on the job, on how to make a reasonable suspicion determination, and on
10 the Employer's and/or Appointing Authority's written work rules.

11 **4. REFUSAL TO UNDERGO TESTING**

12 Employees do not have the right to refuse to undergo drug and alcohol testing. If an employee
13 refuses to undergo drug or alcohol testing required by the Appointing Authority, or who is found to
14 have adulterated the sample, the employee shall be deemed to have violated the relevant
15 prohibitions in the regulations. Consistent with federal regulations, in order to be eligible to return
16 to safety-sensitive duties for any employer, the employee must follow the process of Substance
17 Abuse Professional (SAP) referral, treatment, return to duty testing and follow-up testing as if the
18 test were positive.

19 **5. RIGHT TO ASSOCIATION REPRESENTATION**

20 An employee is entitled to Association representation pursuant to Article 8, Section 2 prior to any
21 reasonable suspicion test. When the physical presence of an Association representative is not
22 practicable, the employee shall be allowed to confer with an Association representative by
23 telephone. Local Unions shall provide Appointing Authorities with the names and phone numbers
24 of representatives who can be called to provide representation in such cases.

1 **6. RIGHTS OF EMPLOYEES**

2 An employee, for whom a positive test result on a confirmation test was the first such result on a
3 drug or alcohol test required by the Appointing Authority shall not be discharged if:

4 1. The Appointing Authority has first given the employee an opportunity to participate in either a
5 drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as
6 determined by the substance abuse professional trained in the diagnosis and treatment of
7 chemical dependency; or

8 2. If a determination has been made by the substance abuse professional trained in the
9 diagnosis and treatment of chemical dependency that no counseling or rehabilitation program
10 is necessary. However, an employee who has either refused the offer to participate in the
11 counseling or rehabilitation program, or has failed to successfully complete the program has
12 no such protection against discharge.

13 Expenses for the above stated rehabilitation or counseling program shall be pursuant to coverage
14 under a state employee benefit plan or any other insurance plan the employee is covered under.

15 In addition, employees have the following rights:

16 1. The right not to be discharged, disciplined, discriminated against, or requested or required
17 to undergo rehabilitation on the basis of a positive test result from an initial screening test
18 that has not been verified by a confirmation test;

19 2. The right not to be discharged, disciplined, discriminated against, or required to undergo
20 rehabilitation on the basis of medical history information revealed to the Medical Review
21 Officer concerning the reliability of, or explanation for, a positive test result;

22 3. The right to access information in the subject's personnel or drug and alcohol file relating to
23 positive test result reports and other information acquired in the drug and alcohol testing
24 process, and conclusions drawn from and actions taken based on the reports or acquired

1 information. An employee who is the subject of a drug and alcohol test shall, upon written
2 request to the Medical Review Officer, have access to any records relating to his or her
3 drug or alcohol test;

4 4. The right of an employee who has made a timely request for a confirmation retest to suffer
5 no adverse personnel action if the confirmation retest does not confirm the result of the
6 original confirmation test, using the same drug or alcohol threshold detection levels as used
7 in the original confirmation test.

8 **7. DATA PRIVACY**

9 The purpose of collecting urine or breath is to test that sample for the presence of drugs or
10 alcohol. A sample provided for drug or alcohol testing will not be tested for any other purpose.
11 The name, initials, and employee identification number of the person providing the sample are
12 requested so that the sample can be identified accurately but confidentially. Information about
13 medications and other information relevant to the reliability of, or explanation for, a positive test
14 result is requested to ensure that the test is reliable and to determine whether there is a valid
15 medical reason for any drug or alcohol in the sample. The Appointing Authority will not disclose
16 the test result reports and other information acquired in the drug or alcohol testing process to
17 another Appointing Authority or employer or to a third party individual, government agency, or
18 private organization without the written consent of the person tested, unless permitted by law or
19 court order. An Appointing Authority will not disclose the test result reports and other information
20 acquired in the drug or alcohol testing process to other Appointing Authorities unless the
21 information is requested in connection with another drug test, or unless disclosure is necessary to
22 permit follow-up testing or return to work testing. All data on the request for a test, the testing, and
23 test results shall be kept separate from the regular personnel files, in locked file cabinets,
24 accessible only by those supervisors, managers or confidential employees directly involved in the
25 case.

26 **8. RANDOM TESTING POOL**

1 The employer shall establish a single pool of employees for random drug and alcohol testing. This
2 pool may include non-state employees.

3 **9. SELECTION OF CONTRACTORS TO ADMINISTER POLICY**

4 The employer may contract with appropriate firms to administer alcohol and controlled substance
5 tests. Employees shall be referred to substance abuse professionals under the State Drug and
6 Alcohol Testing Plan. If the employer does decide to administer alcohol or controlled substance
7 testing with state employees, no law enforcement personnel shall be used.

8

1 **APPENDIX K**

2 **STATEWIDE POLICY ON FMLA**

3

4 **The following "Statewide Policy on FMLA" and "Frequently Asked Questions" are subject to**
5 **change by the Employer and are not grievable or arbitrable under this Collective Bargaining**
6 **Agreement.**

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

8

4/095/10

9

STATEWIDE POLICY ON FMLA

10

Purpose

11 To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of
12 1993 (FMLA) and the regulations thereunder.

13

Policy

14 Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to
15 "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant
16 State law, and collective bargaining agreements and plans.

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

19

Definitions

20 Listed below are the definitions of specific words and phrases as used in the Family Medical Leave
21 Act. These definitions are intended to be used solely in relation to the provisions of the Family

1 Medical Leave Act, and should not be expanded to any other situation. Following each heading is
2 a citation number from the regulations published in 2009 or Public Law 111-84.

3 "COVERED ACTIVE DUTY" 825.126 Public Law 111-84

4 "Covered Aactive duty" is defined as

5 (A) in the case of a member or the regular component of the Armed Forces, duty during the
6 deployment of the member of the Armed Forces to a foreign country; and

7 (B) in the case of a member of a reserve component of the Armed Forces, duty during the
8 deployment of the member with the Armed Forces to a foreign county under a call or order
9 to active duty (or notification of an impending call or order) in support of a contingency
10 operation and includes,

11 1) Retired members of the Regular Armed Forces and members of retired Reserve who
12 retired after completing 20 years of active service;

13 2) All reserve unit component members in case of war or national emergency;

14 3) Unassigned members of the Ready Reserve; and

15 4) The National Guard and state military during war or cases of national emergency as
16 declared by the President or Congress.

17 "~~COVERED SERVICEMEMBER~~ MILITARY MEMBER" 825.126 and Public Law 111-84

18 This ~~includes~~ term is used when describing employee leave for a qualifying exigency and
19 includes the employee's spouse, son, daughter (including ~~employee's biological, adopted, or~~
20 ~~foster child, step child, legal ward or a child for whom the employee stood in loco parentis), or~~
21 ~~parent (including employee's biological adoptive, step or foster father or mother or any other~~
22 ~~individual who stood in loco parentis) is on covered active duty or called to covered active duty~~
23 ~~service.~~

1 "COVERED SERVICEMEMBER" Public Law 111-84

2 This term is used when describing employee leave to care for a servicemember or veteran with
3 a serious injury or illness and includes,

4 (A) a member of the Armed Forces (including a member of the National Guard or Reserves)
5 who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient
6 status, or is otherwise on the temporary disability retired list for a serious injury or illness;

7 or

8 (B) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious
9 injury or illness and who was a member of the Armed Forces (including a member of the
10 National Guard or Reserves) at any time during the period of 5 years preceding the date on
11 which the veteran undergoes that medical treatment, recuperation, or therapy.

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

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

- 15 1) Because of a serious health condition, the family member or covered servicemember is
16 unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or
17 is unable to transport himself or herself to the doctor.
- 18 2) The employee is needed to provide psychological comfort and reassurance which
19 would be beneficial to a child, spouse or parent with a serious health condition who is
20 receiving inpatient or home care.
- 21 3) The employee may be needed to fill in for others who are caring for the family members
22 or covered servicemembers, or to make arrangements for changes in care, such as
23 transfer to a nursing home.

1 ~~4) The employee may be needed to care for a covered servicemember with a serious~~
2 ~~injury or illness incurred in the line of duty on active duty for which he or she is~~
3 ~~undergoing medical treatment, recuperation, or therapy or in outpatient status, or~~
4 ~~otherwise on the temporary disability retirement list.~~

5 "HEALTH CARE PROVIDER" 825.125

6 a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the
7 State in which the doctor practices.

8 b) Others capable of providing health care services including only:

9 - Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to
10 treatment consisting of manual manipulation of the spine to correct a subluxation as
11 demonstrated by x-ray to exist) authorized to practice in the State.

12 - Nurse practitioners, nurse-midwives, clinical social workers and physician assistants
13 who are authorized to practice under State law.

14 - Christian Science practitioners listed with the First Church of Christ, Scientist in Boston,
15 Massachusetts.

16 - Any health care provider from whom an employer or the employer's group health plan's
17 benefits manager will accept certification of the existence of a serious health condition
18 to substantiate a claim for benefits, including a foreign physician.

19 "INCAPABLE OF SELF-CARE" 825.122

20 Incapable of self-care means that the individual requires active assistance or supervision to
21 provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental
22 activities of daily living" (IADLs).

23 "IN LOCO PARENTIS" 825.122

1 Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and
2 financially support a child or, in the case of an employee, who had such responsibility for the
3 employee when the employee was a child. A biological or legal relationship is not necessary.

4 "NEXT OF KIN" 825.127

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

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

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

16 "PARENT" 825.122

17 A biological, adoptive, step or foster parent or an individual who stands or stood in loco parentis
18 to an employee when the employee was a child. This term does not include parents "in law".

19 "PHYSICAL OR MENTAL DISABILITY" 825.122

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

22 "QUALIFYING EXIGENCY" 825.126 and Public Law 111-84

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

4 1) **Short notice deployment** – leave to address issues that arise from the fact that a
5 covered ~~servicemember~~ military member is notified of an impending call or order to
6 active duty seven days or less prior to the date of deployment. Leave under this event
7 can be used for a period of seven calendar days beginning on the date the covered
8 military member is notified of the impending call or order to covered active duty.

9 2) **Military events and related activities** – leave to attend any official ceremony, program
10 or event sponsored by the military that is related to the covered active duty or call to
11 covered active duty status of the covered military member or to attend family support or
12 assistance programs and information briefings sponsored or promoted by the military,
13 military service organizations or the American Red Cross that relate to the covered
14 active duty or call to covered active duty.

15 3) **Children and school activities** – events include:

16 (a) Leave to arrange for alternative childcare if the call to covered active duty
17 necessitates a change in existing childcare arrangements.

18 (b) Leave to provide childcare on an urgent immediate basis provided such care arises
19 from the call to covered active duty.

20 (c) Leave to enroll in or transfer to a new school or day care facility when necessitated
21 by the covered active duty status.

22 (d) Leave to attend meetings with staff at a school or daycare facility, such as meeting
23 with school officials regarding disciplinary measures, parent-teacher conferences, or

1 meeting with school counselors when such meetings are necessary due to
2 circumstances arising from the call to covered active duty.

3 4) **Financial and legal arrangements** – events include:

4 (a) Leave to make or update financial or legal arrangements to address the covered
5 military member's absence while on covered active duty or call to covered active
6 duty such as preparing and executing financial and healthcare powers of attorney,
7 transferring bank account signature authority, obtaining military identification cards
8 or updating a will or living trust.

9 (b) Leave to act as covered military member's representative before a federal, state or
10 local agency for purposes of obtaining, arranging or appealing military services
11 benefits while the covered ~~servicemember~~ military member is on covered active
12 duty and for a period of 90 days following the termination of the covered
13 ~~servicemember's~~ military member's covered active status.

14 5) **Counseling** – leave to attend counseling provided by someone other than a health care
15 provider for oneself, for the covered military member or for a child, provided that the
16 need for counseling arises out of the covered active duty or call for covered active duty.

17 6) **Rest and recuperation** – leave to spend time with a covered military member who is
18 on short-term, temporary, rest and recuperation leave during a period of deployment.
19 Employees may take up to five days for each instance of rest and recuperation.

20 7) **Post deployment activities** – events include:

21 (a) Leave to attend ceremonies, reintegration briefing and events or any other official
22 programming or ceremony sponsored by the military for a period of 90 days
23 following the termination of the covered military member's covered active duty
24 status.

1 (b) Leave to address issues that arise from the death of a covered military member
2 while on covered active duty status such as meeting and recovering of the body and
3 making funeral arrangements.

4 8) **Additional activities** – Leave to address other events that arise out of the covered
5 military member's covered active duty or call to covered active duty status provided that
6 the employer and employee agree that such leave qualifies as an exigency and both
7 agree to the timing and extent of the leave.

8 "SERIOUS HEALTH CONDITION" 825.114 and 825.115

9 For purposes of the FMLA, serious health condition means an illness, injury, impairment, or
10 physical or mental condition that involves:

11 A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility,
12 including any period of incapacity or any subsequent treatment in connection with such
13 inpatient care; or

14 B. **Continuing treatment** by a health care provider that involves:

15 1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular
16 daily activities due to the serious health condition, treatment therefor, or recovery
17 therefrom) **of more than three consecutive calendar days; and**

18 2. Any subsequent treatment or period of incapacity relating to the same condition, that
19 also involves:

20 (a) **Treatment two or more times** within 30 days of the first day of incapacity, unless
21 extenuating circumstances, by a health care provider, by a nurse under direct
22 supervision of a health care provider, or by a provider of health care services (e.g.,
23 physical therapist) under order of, or on referral by, a health care provider; **or**

1 (b) **Treatment** by a health care provider on at least one occasion, which results in a
2 regimen of continuing treatment under the supervision of the health care provider.

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

5 C. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care. This absence
6 qualifies for FMLA leave even though the employee does not receive treatment from a
7 health care provider during the absence, and even if the absence does not last more than
8 three days; or

9 D. **Chronic serious health condition.** Any period of incapacity or treatment for such
10 incapacity due to a chronic serious health care condition.

11 **Chronic serious health condition** is defined as one which:

12 (a) Requires periodic visits (defined as at least twice per year) for treatment by a health
13 care provider, or by a nurse or physician's assistant under direct supervision of a
14 health care provider; and

15 (b) Continues over an extended period of time; and

16 (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma,
17 diabetes, epilepsy, etc.); or

18 E. **Permanent or long term condition.** A period of incapacity which is permanent or long-
19 term due to a condition for which treatment may not be effective. The employee or family
20 member must be under the continuing supervision of, but need not be receiving active
21 treatment by, a health care provider, (e.g., Alzheimer's, a severe stroke, or the terminal
22 stages of a disease); or

23 F. **Multiple treatments.** Any period of absence to receive multiple treatments (including any
24 period of recovery therefrom) by a health care provider or a provider of health care services

1 under orders of, or on referral by, a health care provider, either for restorative surgery after
2 an accident or other injury, or for a condition that would likely result in a period of incapacity
3 of more than three consecutive calendar days in the absence of medical intervention such
4 as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney
5 disease (dialysis).

6 **Specific Exclusions.** Routine physical, eye, or dental examinations, and cosmetic treatments,
7 cold, flu, and earaches without complications are ordinarily excluded.

8 **Specific Inclusions.** The following conditions are included in the definition of serious health
9 condition if all the conditions of the FMLA are met:

10 A. Mental illness

11 B. Allergies; and

12 C. Substance abuse. Leave may only be taken for treatment of substance abuse by a health
13 care provider or by a provider of health care services on referral by a health care provider.
14 Absence due to an employee's use of the substance does not qualify for FMLA leave.

15 825.119

16 "SERIOUS INJURY OR ILLNESS OF A COVERED SERVICE MEMBER"
17 ~~825.127~~ SERVICEMEMBER" Public Law 111-84

18 ~~An~~ The term "serious injury or illness"

19 (A) in the case of a member of the Armed Forces (including a member of the National Guard or
20 Reserves), means an injury or illness that was incurred by a covered service member in
21 the line of duty on active duty in the Armed Forces (or existed before the beginning of the
22 member's active duty and was aggravated by service in the line of duty in the Armed
23 Forces) and that may render the servicemember member medically unfit to perform the
24 duties of his or her the member's office, grade, rank or rating; and

1 (B) in the case of a veteran who was a considered to be a covered servicemember (as
2 previously defined), means an injury or illness that was incurred by the member in the line
3 on active duty in the Armed Forces (or existed before the beginning of the members active
4 duty and was aggravated by service in the line of duty on active during in the Armed
5 Forces) and that manifested itself before or after the member became a veteran.

6 "SON" OR "DAUGHTER" 825.122

7 A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in
8 loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care"
9 because of a mental or physical disability at the time that FMLA leave is to commence.

10 "SPOUSE" 825.122

11 A spouse means a husband or wife as defined or recognized under state law for purposes of
12 marriage in the state where the employee resides, including common law marriage in states
13 where it is recognized.

14 "UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.123

15 Where the health care provider finds that the employee is unable to work at all or is unable to
16 perform any one of the essential functions of the employee's position within the meaning of the
17 Americans with Disabilities Act. A person who must be absent to receive medical treatment for
18 a serious health condition is considered to be unable to perform the essential functions during
19 the absence for the treatment.

20 **Procedures and Responsibilities**

21 I. Eligibility

22 A. Employee Eligibility

- 1 1. The employee must have worked for the State of Minnesota for at least 12 months. The
2 12 months need not be consecutive, provided the employee's prior service occurred
3 within the last seven years or, if the break in service was longer than seven years, was
4 due to the employee's duty to fulfill his or her National Guard or Reserve military service
5 obligation.

- 6 2. In addition, the employee must have worked at least 1,250 hours during the 12 months
7 immediately preceding the request. The Fair Labor Standards Act requires employers
8 to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid
9 leave of any kind, or periods of layoff. An employee returning from fulfilling his or her
10 National Guard or Military obligation shall be credited with the hours of service that
11 would have been performed but for the period of military service.

12 B. Reasons For Taking a Qualifying Leave

- 13 1. For the birth of the employee's child, and to care for such child.

- 14 2. For the placement with an employee of a child for adoption or foster care.

- 15 3. To care for the employee's spouse, son or daughter, or parent with a serious health
16 condition.

- 17 4. Because of a serious health condition that makes the employee unable to perform one
18 or more of the essential functions of an employee's job.

- 19 5. Because of any qualifying exigency arising out of the fact that the employee's spouse,
20 son, daughter, or parent is a covered military member on covered active duty (or has
21 been notified of an impending call or order to covered active duty) ~~in support of a~~
22 ~~contingency operation.~~

- 23 6. To care for a covered servicemember with a serious injury or illness if the employee is
24 the spouse, son, daughter, parent or next of kin of the ~~service member~~ servicemember.

- 1 a) In order to care for a covered ~~service member~~servicemember, the eligible employee
2 must be the spouse, son, daughter, parent, or next of kin of the covered ~~service~~
3 ~~memberservicemember~~.
- 4 b) Under this provision, employees are entitled to 26 weeks of leave during a single
5 12-month period.
- 6 c) The single 12-month period begins on the first day the eligible employee takes
7 FMLA to care for the covered servicemember and ends 12 months after that date.
- 8 d) If the ~~member~~employee does not take the full 26 weeks during the single 12-month
9 period, any remaining part of the 26 weeks is forfeited.
- 10 e) Leave entitlement is to be applied on a per covered servicemember, per injury
11 basis, thus entitling an employee to more than one period of 26 weeks of leave if the
12 leave is to care for same ~~service member~~servicemember with a subsequent injury or
13 illness or if it is to care for a different covered ~~service member~~servicemember,
14 except that no more than 26 workweeks of leave may be taken in a single 12-month
15 period.
- 16 f) An eligible employee is entitled to combine a total to 26 weeks of leave for any
17 FMLA qualifying reason during the single 12-month period provided that the
18 employee is entitled to no more than 12 weeks of leave for one or more of the
19 following:
- 20 i. Birth of son or daughter
- 21 ii. Placement of son or daughter with the employee for adoption or foster care
- 22 iii. To care for a spouse, son, daughter or parent who has a serious health
23 condition
- 24 iv. Because of the employee's own serious health condition.
- 25 v. Because of a qualifying exigency.

1 C. Employer's Response to the Employee's Request for FMLA Leave

2 When an employee requests FMLA qualifying leave, or when the employer acquires
3 knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer
4 must notify the employee of the employee's eligibility to take FMLA leave. In addition, each
5 time an eligibility notice is given, the employer must provide the employee with the
6 following:

- 7 1. Notice describing the employee's obligations and explaining the consequences of a
8 failure to meet the obligations.
- 9 2. The leave will be counted against the employee's twelve weeks of FMLA leave.
- 10 3. Any certification requirements (of a serious health condition, serious injury or illness or
11 qualifying exigency) and the consequences of failing to furnish such certification.
- 12 4. Employee's right to use paid leave, whether the employer requires the substitution of
13 paid leaves, and the employee's right to take unpaid leave if the employee does not
14 meet the requirements for paid leave.
- 15 5. Requirements concerning payment of health insurance premiums.
- 16 6. The employee's potential liability for payment of health insurance premiums paid by the
17 employer during FMLA leave if the employee fails to return to work after taking the
18 leave.
- 19 7. The employee's rights to maintenance of benefits and restoration to the same or an
20 equivalent job upon return from FMLA leave.
- 21 8. The employee's status as a "key employee" and its potential consequences.

22 D. Certification Requirements

- 1 1. In most cases, the Appointing Authority will request that an employee furnish
2 certification where the requested leave is to care for a covered family member with a
3 serious health condition or due to the employee's own serious health condition.

- 4 2. The Appointing Authority may require that an employee's leave because of a qualifying
5 exigency or to care for a covered servicemember with a serious injury or illness be
6 supported by a certification;

- 7 3. In most cases, the Appointing Authority will request the certification at the time the
8 request for leave is made, or in the case of an unforeseen leave, within five (5) business
9 days after the leave commences. However, the Appointing Authority may request a
10 certification at some later date if it has reason to question whether the leave is
11 appropriate or its duration.

- 12 4. If the Appointing Authority finds that any certification is incomplete or insufficient, it will
13 advise the employee, and will state what additional information is needed.

- 14 5. If the required certification is not provided, the taking of the leave may be denied. In all
15 cases it is the employee's responsibility to provide a complete and sufficient
16 certification.

- 17 6. The Appointing Authority may request a fitness for duty certificate upon the employee's
18 return to work.

19 E. Designating Leave and Required Notices

20 When the employer has enough information to determine whether the leave is being taken
21 for an FMLA-qualifying reason (e.g. after receiving a completed certification), the employer
22 must notify the employee of its determination within five (5) business days absent
23 extenuating circumstances. If the employer is designating the leave as FMLA-qualifying,
24 this notification should include the following:

- 1 1. The amount of the leave counted against the employee's leave entitlement, including, if
2 known, the number of days, hours or weeks that will be counted.
- 3 a. If it is not possible to provide the amount because the need for the leave is
4 unscheduled, the employee has the right to request this information but not more
5 often than once in a 30-day period and only if leave was taken during that period.
- 6 2. Whether the employer will require paid leave to be substituted for unpaid leave, and that
7 paid leave taken will be counted as FMLA leave.
- 8 3. Whether the employer will require the employee to provide a fitness-for-duty
9 certification, and whether the fitness-for-duty certification must address the employee's
10 ability to perform the essential functions of the job.

11 If the employer determines that the leave will not be designated as FMLA-qualifying (e.g.
12 the leave is not for a reason covered by the FMLA or the FMLA leave has been exhausted),
13 the employer must notify the employee of that determination.

14 Retroactive Designation: The employer may retroactively designate leave as FMLA with
15 appropriate notice to the employee, provided that its failure to timely designate the leave
16 does not cause harm or injury to the employee. In all cases, the employee and employer
17 may mutually agree that leave be retroactively designated as FMLA leave.

18 II. Coordination With Collective Bargaining Agreements/Plans

- 19 A. FMLA qualifying leaves of absence will be identified as those authorized under collective
20 bargaining agreements or plans, i.e., medical leave or personal leave, dependent on which
21 leave is appropriate.
- 22 B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall
23 require an employee to use sick leave for situations required by the collective bargaining
24 agreements (e.g., for the employee's own serious health condition). The employer shall

1 only require an employee to use vacation in specific instances allowed by the collective
2 bargaining agreements. However, the employee may request and the employer shall grant
3 vacation or compensatory time. **All paid time counts toward the twelve (12) weeks of**
4 **FMLA qualifying leave.**

5 C. Complying with notice/call-in policies of the Appointing Authority. An Appointing Authority
6 may require an employee to comply with its usual and customary notice and procedural
7 requirements for requesting leave, absent unusual circumstances. Failure to comply may
8 result in the delay or the denial of the leave.

9 III. Job Benefits and Protection

10 A. During an FMLA qualifying leave, the employee and dependent health and dental insurance
11 is maintained on the same basis as coverage would have been provided if the employee
12 had been continuously employed during the entire leave period.

13 B. An eligible employee returning from a FMLA qualifying leave is entitled to be returned to the
14 same position and shift that the employee held when the FMLA qualifying leave began, or
15 to an equivalent position and shift with equivalent benefits, pay, and other terms and
16 conditions of employment.

17 C. Provided the employee returns to work immediately following his/her FMLA qualifying leave
18 (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must
19 be resumed upon the employee's return to work at the same level as were provided when
20 leave began. Any new or additional coverage or changes in health benefits must be made
21 available to an employee while on FMLA qualifying leave.

22 IV. General Provisions

23 A. Recordkeeping

- 1 1. FMLA provides that the Appointing Authority shall make, keep, and preserve records
2 pertaining to the obligations under the Act.
- 3 2. The records must disclose the following:
 - 4 (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay
5 period; additions and deductions from wages; total compensation paid.
 - 6 (b) Dates FMLA qualifying leave is taken.
 - 7 (c) If FMLA qualifying leave is taken in increments of less than one full day, the number
8 of hours taken.
 - 9 (d) Copies of employee notices of leave provided to the employer; copies of all general
10 and specific notices given to employees by the employer.
 - 11 (e) Any documents describing employee benefits or employer policies or practices
12 regarding taking of paid or unpaid leave.
 - 13 (f) Premium payments of employee benefits.
 - 14 (g) Records of any disputes between the employer and employee regarding designation
15 of FMLA qualifying leave.
 - 16 (h) Records and documents relating to medical certifications or medical histories of
17 employees or employees' family members, which shall be maintained in separate
18 confidential files.

19 B. Posting Requirements

- 20 1. Appointing Authorities must post a notice describing the Act's provisions. The notice
21 must be posted in all areas where employees and applicants for employment would
22 normally expect to find official notices, and may also be posted electronically, provided

1 that it is in a conspicuous place on the Appointing Authority's website and is accessible
2 to both applicants and current employees.

3 2. If an Appointing Authority publishes and distributes an employee handbook, information
4 on employee entitlements and obligations under the FMLA must be included.

5 3. If the Appointing Authority does not publish or distribute a handbook, it must provide
6 written guidance to employees when they request a FMLA qualifying leave and to each
7 new employee upon hire.

8 C. Appeal Process

9 If an employee believes that their rights under the FMLA have been violated, he/she may:

10 1. Internal

11 a) Contact their Human Resources office, or;

12 b) Contact their Labor Union/Association.

13 2. External

14 a) File or have another person file on his/her behalf, a complaint with the Secretary of
15 Labor.

16 (1) The complaint may be filed in person, by mail or by telephone, with the Wage
17 and Hour Division, Employment Standards Administration, U. S. Department of
18 Labor. The complaint may be filed at any local office of the Wage and Hour
19 Division; the address may be found in telephone directories or on the
20 Department of Labor's website.

21 (2) A complaint filed with the Secretary of Labor should be filed within a reasonable
22 time of when the employee discovers that his/her FMLA rights have been

1 violated, but in no event more than two (2) years from the date the alleged
2 violation occurred, or three (3) years for a willful violation.

3 (3) No particular form is required to make a complaint, however the complaint must
4 be reduced to writing and include a statement detailing the facts of the alleged
5 violation.

6 or;

7 b) File a private lawsuit pursuant to section 107 of the FMLA.

8 (1) If the employee files a private lawsuit, it must be filed within two (2) years of the
9 alleged violation of the Act, or three (3) years if the violation was willful.

10 4/095/10

11 **FREQUENTLY ASKED QUESTIONS**

12 1. *Which employees are eligible for an FMLA qualifying leave?*

13 An "eligible employee" is a State employee who:

- 14 a) Has been employed by the State for at least 12 months, and
- 15 b) Has worked and been compensated for at least 1,250 hours during the 12-month period
16 immediately preceding the leave (this does not include vacation, sick leave, other paid
17 leave, or compensatory time - this does include overtime worked).

18 2. *Are only permanent employees eligible for FMLA qualifying leave?*

19 No, non-permanent employees are eligible if they meet the requirements stated under
20 question number one above. If employees are not in insurance eligible status, they are only
21 eligible for unpaid time off and not the insurance benefits.

22 3. *Under what circumstances are employees eligible to take a FMLA qualifying leave?*

- 1 a) For birth of the employee's child, and to care for the newborn child;
- 2 b) For placement with the employee of a child for adoption or foster care;
- 3 c) To care for the employee's spouse, son, daughter, or parent with a serious health
4 condition; and
- 5 d) Because of a serious health condition that makes the employee unable to perform the
6 functions of the employee's job.
- 7 e) Because of a qualifying exigency arising out of the fact that the employee's spouse, son,
8 daughter, or parent is a covered military member on covered active duty (or has been
9 notified of an impending call or order to covered active duty) ~~in support of a contingency~~
10 ~~operation.~~
- 11 f) To care for a covered ~~service member~~ servicemember (including a covered veteran) who
12 became ill or was injured as a result of covered active duty service.

13 4. *How much time may an employee take as FMLA qualifying leave?*

14 Eligible employees may take up to twelve work weeks of leave during each fiscal year with
15 the following exceptions:

16 **Exceptions:**

17 If the leave is to care for a covered ~~service member~~ servicemember (including covered
18 veteran) who became ill or was injured as a result of covered active duty or call to covered
19 active duty service, refer to question No. 5.

20 If a husband and wife both work for the State, refer to Question Nos. 6 and 7.

21 If the leave is taken for the birth of a child or the placement of a child for adoption or foster
22 care, refer to Question No. 9.

1 5. *How much time may an employee take as FMLA qualifying leave to care for a covered*
2 *~~service member~~servicemember (including a covered veteran) who became ill or is injured as*
3 *a result of covered active duty ~~or call to active duty service~~?*

4 Eligible employees may take up to 26 weeks within a single 12-month period. The 12 month
5 period begins on the date the employee first takes FMLA leave to care for the covered
6 ~~service member~~servicemember and ends 12 months after that date.

7 6. *If both husband and wife are State employees, are they both eligible for twelve weeks of*
8 *FMLA qualifying leave during the fiscal year?*

9 Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA
10 qualifying leave per fiscal year under the following situations:

- 11 a) For the birth of a son or daughter and to care for the newborn child;
12 b) For placement of a child with the employee for adoption or foster care;
13 c) To care for the employee's parent (not parent-in-law) who has a serious health condition.
14 d) Because of a qualifying exigency arising out of the fact that the employee's spouse, son,
15 daughter, or parent is a covered military member on covered active duty (or has been
16 notified of an impending call or order to covered active duty) ~~in support of a contingency~~
17 ~~operation.~~

18 7. *If both husband and wife are State employees, are they both eligible for 26 weeks of FMLA*
19 *qualifying leave to care for a covered ~~service member~~servicemember who becomes ill or is*
20 *injured as a result of covered active duty ~~or active duty service~~?*

21 Yes. However, a husband and wife can take only a combined total of 26 weeks of FMLA
22 qualifying leave during a single twelve month period.

23 8. *If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed*
24 *another 12 weeks the following fiscal year for the same condition?*

1 Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked
2 in the year preceding the request).

3 9. *If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for*
4 *adoption or foster care, must the leave be completed within a specific period of time?*

5 Although it is possible that an employee could qualify for two separate FMLA qualifying
6 leaves for the birth or placement of a child (under the condition explained in Question No. 8
7 above), all FMLA qualifying leaves must be completed within 12 months of the birth or
8 placement of a child. The 12-month period begins on the date of birth or placement.

9 10. *Does FMLA leave have to be taken all at once, or can it be taken intermittently?*

10 FMLA qualifying leave taken for the employee's own serious health condition, for the serious
11 health condition of the employee's spouse, son, daughter, or parent, or to care for a covered
12 servicemember with a serious injury or illness may be taken intermittently or on a reduced
13 schedule if "medically necessary" and if that medical need can best be accommodated by an
14 intermittent schedule. If the need for intermittent leave or a reduced schedule is documented
15 by the employee's or family member's health care provider as "medically necessary", such
16 leave shall be granted. Intermittent leave for the birth/placement of a child may be granted at
17 the discretion of the Appointing Authority. The Appointing Authority's agreement is not
18 necessary if the mother has a serious health condition in connection with the birth or if the
19 newborn child has a serious health condition.

20 Leave due to a qualifying exigency may be taken on an intermittent or reduced schedule
21 basis.

22 11. *Is an employee required to use paid sick leave for certain FMLA qualifying leaves?*

23 Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events
24 as stated under the terms of the collective bargaining agreements and compensation plans.

1 Employees must use sick leave for the reasons authorized by the bargaining agreement/plan
2 provisions. The FMLA does not require an employer to expand the use of paid leave.

3 12. *Are there circumstances under which an employee may request to receive paid vacation or*
4 *compensatory time in conjunction with FMLA?*

5 An employee may request and receive paid vacation or compensatory time. Granting of
6 vacation or compensatory time is not subject to any other employer requirements such as
7 seniority or staffing needs.

8 However, the employee must make a reasonable effort to schedule foreseeable qualifying
9 leave so as not to unduly disrupt the employer's operation. If the employee is unable to
10 provide sufficient documentation to determine FMLA eligibility, the employee shall be placed
11 on unpaid leave until such documentation is made available to the employer.

12 13. *How do you determine the amount of FMLA qualifying leave used if an employee works a*
13 *fixed part-time schedule or the employee's schedule varies from week to week?*

14 The amount of FMLA qualifying leave is determined on a prorata basis by comparing the
15 requested schedule with the employee's normal schedule.

16 Where the schedule varies from week to week to such an extent that the employer is unable
17 to determine with any certainty the number of hours the employee would have worked, a
18 weekly average of the hours scheduled over the 12 months prior to the beginning of the leave
19 period is used to calculate the employee's leave entitlement.

20 14. *How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?*

21 a) An employee requesting leave shall be asked the question, "Is the request for paid or
22 unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?" An employee
23 giving notice of the need for FMLA leave must explain the reasons for the needed leave
24 so as to allow the Appointing Authority to determine whether it is qualifying.

- 1 b) If an employee requests a leave prior to completing a request for leave slip, a supervisor
2 may ask the reason for the leave. The supervisor will ask for this information solely for
3 the purpose of determining whether the leave is FMLA qualifying and/or if under the terms
4 of the State's contracts or compensation plans an employee is eligible for paid or unpaid
5 time off.
- 6 c) If the employee fails to explain the reason, leave may be denied.

7 15. *How can an employee determine if his or her request for time off qualifies under FMLA?*

- 8 a) Notices explaining the Act's provisions and providing information concerning the
9 procedures for filing complaints of violations of the Act shall be posted in conspicuous
10 places at the worksite.
- 11 b) An employee may ask his or her supervisor, contact the personnel office or their union to
12 ask questions concerning the employee's rights and responsibilities under the FMLA.

13 16. *Can an FMLA qualifying leave extend an employee's period of employment?*

14 No.

15 17. *What are an employee's job protection rights upon return from an unpaid FMLA qualifying
16 leave?*

17 An eligible employee shall be restored to the same position that the employee held when the
18 FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and
19 other terms and conditions of employment such as same shift, equivalent hours, etc.

20 18. *How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?*

21 The Act prohibits an employer from discriminating against employees who use FMLA
22 qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any
23 employment actions including but not limited to discipline and selection.

24 19. *Can employees choose whether or not they want to use FMLA qualifying leave?*

1 No. It is the employer's responsibility to designate leave as qualifying under FMLA. An
2 employee may not choose whether leave shall be counted as FMLA qualifying leave.

3 20. *How can an employer verify an employee's need for leave because of a "serious health*
4 *condition"?*

5 The Appointing Authority's FMLA designation decision must be based only on information
6 received from the employee or the employee's spokesperson.

7 An employer may also require an employee to obtain certification of a "serious health
8 condition" from the employee's health care provider. The employer can pay for a second
9 opinion if it doubts the validity of the original certification. If the second opinion conflicts with
10 the first, the employer may pay for a third opinion. The provider of the third opinion must be
11 jointly approved by the employer and employee. The third opinion will be final.

12 If a leave request is for the serious health condition of a family member, the employer can
13 require the employee to provide certification from the family member's health care provider.

14 21. *Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave?*

15 During an FMLA qualifying leave, the employee and dependent health and dental insurance
16 coverage is maintained on the same basis as coverage would have been provided if the
17 employee had been continuously employed during the entire leave period.

18 Employees who receive the partial employer contribution must continue to pay their portion of
19 the premium in order to retain this coverage. If the employee fails to make their premium
20 payments, they will lose the coverage and may not be covered for any claims which may
21 have occurred while on FMLA qualifying leave.

22 22. *What other insurance coverage may an employee continue during a FMLA qualifying leave?*

23 An employee may continue all coverage which they had prior to going on the FMLA qualifying
24 leave, by paying the full cost of the premium. This includes, but is not limited to, basic,

1 optional, spouse, child life insurance and short term and long term disability insurance. If the
2 employee takes leave due to a work-related disability, short term disability may not be
3 continued. It may be reinstated upon the employee's return to work.

4 23. *May an employee choose not to retain health and dental coverages while on a FMLA*
5 *qualifying leave?*

6 Yes, an employee may choose not to retain these coverages. The coverages will be
7 reinstated upon the employee's return to work.

8 24. *May an employee choose not to retain optional coverages while on a FMLA qualifying leave?*

9 Yes, ~~however, they~~an employee may ~~have the~~choose not to retain optional coverages while
10 off the payroll during an FMLA leave. The optional coverages will be reinstated upon return
11 to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If
12 ~~the leave goes beyond twelve weeks, the employee must reapply with evidence of good~~
13 ~~health.~~If an employee chooses not to retain optional coverages, they will not be covered for
14 any claims that may have occurred while they were on leave. Coverage reinstatement limits
15 may apply if subsequent unpaid leave time is taken.

16 25. *If an employee terminates employment during the FMLA qualifying leave, may the employer*
17 *recoup the costs of the premiums paid?*

18 Yes, an employer may recover its share of health/dental insurance premiums paid during a
19 period of unpaid FMLA qualifying leave from an employee if the employee fails to return to
20 work for at least thirty (30) calendar days after the leave unless the employee does not return
21 due to the continuation, recurrence or onset of the serious health condition, or due to other
22 circumstances beyond the employee's control.

23 26. *What are an employee's COBRA rights in relation to an FMLA qualifying leave?*

1 As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of
2 employment, or the end of the leave - whichever comes first. Once the COBRA qualifying
3 event occurs, the employee may choose to "continue" health and dental by paying the entire
4 cost of coverage - even though the employee did not pay their share of the premium during
5 the FMLA qualifying leave.

6 27. *What can employees do if they believe that their rights under FMLA have been violated?*

7 The employee has the choice of:

- 8 a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of
9 Labor, or
10 b) Filing a private lawsuit pursuant to section 107 of FMLA.

11 28. *How are employees protected who request leave or otherwise assert FMLA rights?*

12 The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of
13 (or attempts to exercise) any rights provided by the Act.

14 29. *Do State laws providing family and medical leave still apply?*

15 Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for
16 FMLA and for leave under State law, the leave used counts against the employee's
17 entitlement under both laws.

18 30. *If an employee is on a non-medical leave of absence that also qualifies as an FMLA-
19 protected leave, should that employee's leave accrual date be adjusted?*

20 No. Accrual dates shall not be adjusted for employees on FMLA-qualifying leaves whether
21 medical or not.

22 31. *Do employees earn sick and vacation accruals when they are on unpaid FMLA-qualifying
23 leaves?*

1 No. Employees only earn sick and vacation accruals when they are in a paid status. In
2 addition, an employee being paid less than eighty (80) hours in a pay period due to an FMLA-
3 qualifying unpaid leave will have his/her sick/vacation accruals prorated.

4 32. *Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?*

5 Only if they are in a paid status on the normal work day before and after the holiday.

6 33. *Does workers' compensation leave count against an employee's FMLA leave entitlement?*

7 It can. FMLA qualifying leave and workers' compensation leave may run concurrently,
8 provided the reason for the absence is due to a qualifying serious illness or injury, and the
9 employer properly notifies the employee in writing that the leave will be counted as FMLA
10 leave.

11 34. *Can an employer count missed overtime hours against the employee's FMLA entitlement?*

12 Yes, if an employee would normally be required to work overtime, but is unable to do so
13 because of an FMLA-qualifying reason that limits his/her ability to work overtime, the hours
14 which the employee would have been required to work may be counted against the
15 employee's entitlement (e.g., employee normally would be required to work 48 hours, but due
16 to a serious health condition, can only work 40 hours. The employee would use 8 hours of
17 FMLA-protected leave). Voluntary overtime hours that an employee does not work due to the
18 FMLA reason may not be so counted.

19 For more information, contact human resources or your union representative.

20

APPENDIX L

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

Tentative Agreement-MAPE
May 31, 2012

1 August 20, 1999

2

3 Jim Monroe
4 Executive Director
5 411 Main Street - Room 400
6 St. Paul, MN 55102

7 Dear Mr. Monroe:

8 This letter is to reconfirm the agreement we reached during previous rounds of contract
9 negotiations. The Employer agrees to facilitate the return of Association Presidents to their
10 Appointing Authorities after completing their leaves to serve the Association.

11 Such facilitation shall include but not be limited to the following issues:

- 12 1) classification;
13 2) specific position and location; and
14 3) appropriate wage level.

15 Sincerely,

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19 Paul A. Larson
20 Assistant State Negotiator
21 Department of Employee Relations

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Letter-1

Tentative Agreement-MAPE
May 31, 2012

1 August 20, 1999

2

3 Jim Monroe, Executive Director
4 Minnesota Association of Professional Employees
5 411 Main Street
6 Saint Paul, MN 55102

7 Dear Jim:

8 During negotiations for the 1995 - 1997 and the 1997 - 1999 contracts between the State of
9 Minnesota and the Minnesota Association of Professional Employees, the issue of rights of and
10 protections for MAPE employees who perform representation duties and/or file grievances
11 through the Association arose. Such activities include, but are not limited to, work on
12 negotiation teams for the contract, filing or processing grievances, representing employees
13 during investigations and general informational duties as an Association Representative.

14 The contractual provisions for these activities are listed in the contract in Article 4, Section 3;
15 Article 7, Section 7; Article 8, Section 2; and Article 9, Section 2C. Leaves and release time
16 granted under these provisions are to be considered as approved time away from work.
17 Additionally, Minnesota Statute 179A.06 provides these rights of employees under law and
18 Minnesota Statute 179A.13(1) establishes an unfair labor practice for "... interfering, restraining,
19 or coercing employees in the exercise of the rights guaranteed in Sections 179A.01 through
20 179A.25."

21 In sum, the law and the contract provide considerable protection for employees who file
22 grievances or represent bargaining unit members covered by the MAPE contract.

23 Employees exercising these rights, however, are required to notify and receive approval from
24 their Appointing Authorities prior to taking the necessary and/or contractually provided time off.

25 I hope this letter serves to delineate protection provisions for your bargaining unit members
26 under both law and contract.

27 Sincerely,

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31 Paul A. Larson
32 Assistant State Negotiator
33 Department of Employee Relations

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Letter-2

Tentative Agreement-MAPE
May 31, 2012

1 July 26, 2001

2

3 Jim Monroe, Executive Director
4 Minnesota Association of Professional Employees
5 411 Main Street
6 St. Paul, MN 55102

7 Dear Jim:

8 Consistent with the mission and needs of the State, the parties recognize the need to maintain a
9 premiere professional workforce and that this is done by retaining highly skilled employees. The
10 Appointing Authority and the Association shall work together to achieve this goal. It is
11 recognized that employees may seek career development training opportunities both within
12 State service and outside State service. Both parties recognize that the taking of college
13 courses, professional workshops, and/or seminars will better prepare an employee to perform
14 his/her current or projected responsibilities or to meet the potential future needs of the State.

15 The Employer recognizes the Association's commitment to, and support of professional
16 development training. To the extent that the Association sponsors professional development
17 training, the Appointing Authority agrees to review the training curriculum, and at its discretion,
18 approve of the Association sponsored professional development training. If the Appointing
19 Authority approves of the Association sponsored training, the time spent attending the training
20 would be considered as paid leave.

21 Sincerely,

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24 Paul Larson
25 Deputy State Negotiator
26 Labor Relations/Compensation Division
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Letter-3

Tentative Agreement-MAPE
May 31, 2012

1 DATE: August 18, 2003
2 TO: State Supervisors
3 Human Resource Directors/Designees
4 Labor Relations Directors/Designees
5 FROM: Carolyn Trevis 
6 Assistant State Negotiator
7 PHONE: 651-297-3482
8 RE: Layoffs

9

10 As part of the negotiations with MAPE for the 2003-2005 contract, we had extensive discussions
11 regarding the layoff process and the Association's desire to meet with agencies during the layoff
12 planning process. The Association proposed that whenever an agency begins planning for a
13 budgetary layoff, it shall meet with and confer with the Association.

14 It is my understanding that although agencies are not required to meet with the Association
15 when planning budgetary layoffs, the majority of state agencies are in fact doing so. This has
16 proven helpful to the parties. I recommend that upon request, agencies meet with the
17 Association, to the extent possible, to discuss budgetary layoffs and the effect of such layoffs.

18 If you have any questions, please contact your Labor Relations representative.

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Letter-4

Tentative Agreement-MAPE
May 31, 2012

1 DATE: August 18, 2003
2 TO: Agency Heads
3 Personnel Directors/Designees
4 Labor Relations Directors /Designees
5 FROM: Cal R. Ludeman, Commissioner 
6 Department of Employee Relations
7 RE: Use of State Facilities

8

9 The purpose of this memo is to remind agencies about the use of state facilities by the exclusive
10 bargaining representatives for the purpose of meeting with their bargaining unit employees. Our
11 position on this is that unions who want to use state facilities to meet with their bargaining unit
12 employees shall be afforded the same access as other outside groups.

13 If your agency has permitted employees and outside groups to reserve rooms to participate in
14 meetings or activities that are not specifically sponsored by the state, then employees who
15 request to reserve rooms to meet with the union should continue to be allowed access on the
16 same basis. If, however, your agency or facility is one which would not allow any outside groups
17 to access and use facilities (for example the correctional facilities generally do not allow outside
18 access) then you can decline such requests to use your agency's facilities. Further, if your
19 agency has policies on advance reservation of rooms, you may apply those policies to the
20 unions on the same basis that you apply them to others. Irrespective of your agency's policy on
21 the use of facilities, it is imperative that all of the unions be treated equally.

22 This instructive is not meant to change your agency's existing practice regarding use of facilities
23 for grievance administration and meet and confers.

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Letter-5

Tentative Agreement-MAPE
May 31, 2012

1 ~~April 22, 2009~~

2 ~~Jim Monroe, Executive Director~~
3 ~~Minnesota Association of Professional Employees~~
4 ~~3460 Lexington Avenue North~~
5 ~~Shoreview, MN 55126-8072~~

6 Dear Jim:

7 The insurance article reflects the changes in benefits and structure that will impact the State life,
8 health, dental, disability, and pre-tax plans as a result of negotiations for the July 1, 2009
9 through June 30, 2011 MAPE contract. In addition to the final language of the articles, the
10 parties also agreed on the following:

- 11 ~~1. The State will explore, through a collaborative work group including representatives from~~
12 ~~MMB and the Joint Labor Management Committee on Health Plans, on the following~~
13 ~~concepts:~~
14 ~~a. The agreement's definitions of dependents in contradistinction to the definitions~~
15 ~~promulgated by the Department of Commerce.~~
16 ~~b. The eligibility of surviving spouses who take temporary jobs covered by the SEGIP plan~~
17 ~~to return to the SEGIP plan.~~
18 ~~c. The costs and administrative complexities regarding waiving office visit copayments or~~
19 ~~coinsurance for treatment for chronic conditions, repeat appointments, medication~~
20 ~~follow-ups, and lab work.~~
21 ~~2. The parties will hold a Meet and Negotiate during the summer of 2009 on the subject of~~
22 ~~Minnesota Advantage Health Plan Benefit Level Two health care network determination.~~
23 ~~3. The State will offer a \$125 HRA to all Advantage contract holders during the 2011 plan year.~~
24 ~~4. Finally, there will be an open enrollment for employees and spouses who currently have~~
25 ~~optional life insurance, based on the amount the individual currently has in force, as follows:~~
26

<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

27 ~~Employees must be actively at work and spouses must not be hospitalized in order for the~~
28 ~~change in insurance to take place.~~

29 Sincerely,

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32 Paul A. Larson
33 State Negotiator

Letter-6

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Tentative Agreement-MAPE
May 31, 2012

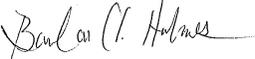
1 March 1, 2012

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3
4 Jim Monroe, Executive Director
5 MN Association of Professional Employees
6 3460 Lexington Avenue North
7 Shoreview, MN 55126

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9 Dear Jim:

10
11 As we discussed in negotiations, the State and the Union have agreed to move forward with the
12 implementation of a statewide pilot program related to the treatment of diabetes in the SEGIP
13 population. Medication Therapy Management (MTM) will be a fundamental component of this
14 pilot program.

15
16 Sincerely,

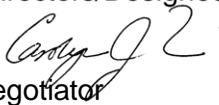
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20 Barbara C. Holmes
21 State Negotiator

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Letter-7

Tentative Agreement-MAPE
May 31, 2012

1 DATE: August 3, 2005
2 TO: State Supervisors
3 Human Resource Directors/Designees
4 Labor Relations Directors/Designees
5 FROM: Carolyn Trevis 
6 Assistant State Negotiator
7 PHONE: (651) 297-3482
8 RE: Administrative Procedure 1.2

9

10 As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions
11 regarding harassment and the need for procedures for internal resolution of such complaints.

12 I am writing to remind you of Administrative Procedure 1.2 which provides to agencies some
13 guidelines on harassment. It provides in part:

14 In order to provide and maintain a productive work environment consistent with merit principles,
15 free of discriminatory practices, and in accord with M.S. 43A.01, subd. 2 (Precedence of Merit
16 Principles and Nondiscrimination) it is necessary to remove and eliminate all forms of
17 harassment. Harassment is a form of discrimination and in general is a display of behavior by
18 one employee toward another employee which has the purpose or effect of unreasonably
19 interfering with an individual's work performance or creating an intimidating, hostile or offensive
20 work environment. Of particular concern is sexual harassment which is unwelcome sexual
21 advances by an employee toward another employee, requests for sexual favors, and other
22 verbal or physical conduct of a sexual nature when:

23 An employee's submission to such conduct is made either explicitly or implicitly a term or
24 condition of an individual's performance.

25 An employee's submission to or rejection of such conduct is used as the basis for employment
26 decisions affecting such individual.

27 If you have any questions, please contact your Labor Relations Representative.

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Letter-8

Tentative Agreement-MAPE
May 31, 2012

1 DATE: August 3, 2005
2 TO: State Supervisors
3 Human Resource Directors/Designees
4 Labor Relations Directors/Designees
5 FROM: Carolyn Trevis 
6 Assistant State Negotiator
7 PHONE: (651) 297-3482
8 RE: Single-occupancy lodging – MAPE Agreement

9

10 As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions
11 regarding expense allowances and whether agencies are granting employees' requests for
12 single-occupancy lodging when traveling on state business.

13 The MAPE agreement provides in Article 18 that "employees may request single-occupancy
14 lodging when in travel status. The decision whether or not to grant the request is at the
15 discretion of the Appointing Authority." Due to our continuing needs for flexibility and funding
16 issues, the State did not agree to change this language. However, when such a request for
17 single-occupancy lodging is made, agencies are advised to provide reasons for any denial of
18 the request and such requests should not be unreasonably denied.

19 If you have any questions, please contact your Labor Relations Representative.

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Letter-9



Tentative Agreement-MAPE
May 31, 2012

1 ~~June 30, 2007~~

2

3 ~~Mr. James Monroe, Executive Director~~
4 ~~Minnesota Association of Professional Employees~~
5 ~~3460 Lexington Avenue North~~
6 ~~Shoreview, MN 55126-8072~~

7 Dear Jim:

8 Following is a list of the wage inequity adjustments agreed to as part of the negotiated 2007-
9 2009 Collective Bargaining Agreement between the State and the Minnesota Association of
10 Professional Employees.

<u>Class Code</u>	<u>Class Title</u>	<u>Unit</u>	<u>6/30/07</u> <u>Comp Code</u>	⁽¹⁾ <u>1/1/08</u> <u>Comp Code</u>
000870	Disability Specialist	214	7L	8L
001387	Disability Program Specialist	214	40L	44L

11

12 ~~(1) New compensation codes for classes granted inequity adjustments effective January 1,~~
13 ~~2008.~~

14 ~~These salary range reassignments shall be implemented as follows effective January 1, 2008.~~
15 ~~Any employee at step 1 of the old salary range on December 31, 2007 shall receive a one step~~
16 ~~increase in order to place their salary at the minimum rate of the new salary range effective~~
17 ~~January 1, 2008. In addition, any employee who has been at the maximum of their old range for~~
18 ~~one year or more as of December 31, 2007 shall also receive a one-step increase effective~~
19 ~~January 1, 2008 provided satisfactory performance is attained. Employees at other steps within~~
20 ~~the range are not eligible for an immediate increase; rather they will continue to progress~~
21 ~~through their assigned salary range pursuant to Article 24, Section 4. They will, however, be~~
22 ~~eligible for additional steps in the future brought about by the higher compensation level.~~

23 Sincerely,

24

25 *Chad N. Thuet*

26
27 Chad N. Thuet
28 Assistant State Negotiator/Compensation Manager
29 Labor Relations/Compensation Division
30 (651) 259-3759

Letter-10

Tentative Agreement-MAPE
May 31, 2012

1 DATE: July 9, 2007
2 TO: State Supervisors
3 Human Resource Directors/Designees
4 Labor Relations Directors/Designees
5 FROM: Carolyn Trevis 
6 Assistant State Negotiator
7 PHONE: 651-259-3758
8 RE: Job Audits

9

10 As part of the negotiations with MAPE for the 2007-2009 contract, we had discussions regarding
11 job audits and the need for timely completion of such audits.

12 I am writing to you to again recommend that each agency and its supervisors act on job audits in a
13 timely manner and, to the extent possible, complete them within 120 days. If there is a delay, the
14 supervisor should periodically update the employee as to the reason for the delay and the
15 expected date of completion.

16 If you have any questions, please contact your Labor Relations representative.

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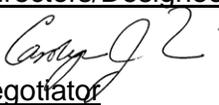
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Letter-11

Equal Opportunity Employer

Minnesota Department of Employee Relations

Tentative Agreement-MAPE
May 31, 2012

1 DATE: February 29, 2012
2 TO: State Supervisors
3 Human Resource Directors/Designees
4 Labor Relations Directors/Designees
5 FROM: Carolyn Trevis 
6 Assistant State Negotiator
7 PHONE: 651-259-3758
8 RE: Bullying in the Workplace

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10 **As part of the negotiations with MAPE for the 2011-2013 Agreement, we had discussed**
11 **bullying and the need for procedures to resolve such complaints.**

12
13 This letter is to clarify that in instances where employees are the target of bullying behavior they
14 may exercise any rights available under appropriate agency Harassment Policies and/or Policies
15 on Violence in the Workplace, and seek redress.

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17 Please ensure that employees and Appointing Authorities are aware of these policies.

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Letter-12