

Memo

Date: 12/31/2019

To: Lina Jamoul, Minnesota Association of Professional Employees Executive Director

From: Jennifer Claseman, Director Labor Relations, and Dori Leland, Director Classification and Compensation

RE: Clerical Error

A clerical error was discovered with the final MAPE contract. Agency supplements were not update. The correct language that the parties bargained should read as follows (complete redline and final version included below):

1. **Appendix G, Section E – Department of Employment and Economic Development (redline version)**

E. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

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

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

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

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

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

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

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

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

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

2. **Appendix G, Section E – Department of Employment and Economic Development (final version)**

E. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

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

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2. This provision shall only apply to temporary/emergency employees who are in seasonal or permanent layoff status.

3. Appendix G, Section H – Department of Human Services (redline version)

Section I is deleted as the MOU is moved into the same section, and all subsequent sections are renumbered.

I. DEPARTMENT OF HUMAN SERVICES

The Following Language Applies to All DHS Seniority Units:

Vacancies, Filling of Positions

Article 16, Section 4.B – Claiming shall be supplemented as follows:

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

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

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

Article 16, Sections 3 and 4 are supplemented as follows:

Permanent non-probationary classified employees from any DHS seniority unit in the same classification/class option may interest bid on the filling of such vacancy.

First consideration will be given to eligible bidders from within the seniority unit who have made a timely interest bid. Subsequent consideration will then be given to eligible bidders from other DHS seniority units. If the vacancy is not filled by an employee identified above, then it shall be filled as per Article 16, Section 4 of the Master Agreement.

Layoff and Recall

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

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

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

Article 17, Sections 3.A.4a – Layoff Options and 5 – Claiming shall be modified as follows:

Employees whose only option is to bump may request to transfer to a non-temporary classified vacancy within another DHS seniority unit in the same, transferable or lower class (or class option) in which the employee previously served or for which they are determined to be qualified by the Employer.

Call In, Call Back, On-Call

On-Call Pay

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

No employee shall be assigned to on-call status for a period of less than three (3) consecutive hours, unless the on-call assignment occurs on the employee's day off. If the on-call assignment occurs on the employee's day off, it shall be for no less than eight (8) consecutive hours.

An employee who is instructed to be in on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. An employee shall not receive on-call pay for hours actually worked.

Flex-Time

Article 27, Section 1B is clarified as follows:

Flex-time Plan:

Employees of the Department of Human Services may request a modification to their work schedule. Flex-time plan options may include:

- Eight (8) consecutive hours in five work days;
- Ten (10) consecutive hours in four work days;
- Nine (9) consecutive hours in four work days plus four (4) consecutive hours for the other work day;
- Nine (9) consecutive hours of work for four (4) work days plus eight (8) consecutive hours of work on the fifth (5th) work day, followed by nine (9) consecutive hours of work on four (4) work days.

Managers retain the authority for approving, modifying, denying, or terminating individual schedules when they adversely affect services to clients/ customers; another employee's schedule; or the operations of the Department of Human Services.

The employee may appeal the decision of an immediate supervisor to deny, modify, or revoke a flex-time schedule to the second level supervisor, who should respond in writing. The decision of the supervisor is final and may not be grieved.

The Following Language Applies to the Central Office Seniority Unit Only:

Student Loan Payment Reimbursement.

A. Employee Request and Discretionary Approval. An employee may request and the Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.

B. Eligible Payments. In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.

C. Eligible Student Loan Debt. The employee must have current student loan debt.

D. Exclusion. Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.

E. Payment Amounts. Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments.

F. Employee Length of Service Requirements. Employees must have been employed by the Employer at least 18 months.

G. **Employee Retention Requirement.** Employees who are approved to receive a student loan payment reimbursement must remain actively employed by DHS for a period of one (1) year after receiving a reimbursement payment.

Employees who voluntarily leave the position or separate from state employment sooner than one (1) year after receiving such payment shall be required to repay the student loan reimbursement received the previous year on a pro-rated monthly basis.

H. **Disbursement.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.

I. **Documentation of Student Loan Payments Required.** Documentation that the amount dispersed has been applied to the student loan will be provided to the Appointing Authority within sixty (60) calendar days of the disbursement.

J. **Failure to provide required documentation of payments.** If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.

K. **Rights.** This provision is not subject to the grievance or arbitration process.

L. **Effective:** This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract. Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they leave the position or separate from state service, even if this pilot is discontinued in subsequent contracts.

The Following Language Applies to the Following Seniority Units Only: Direct Care and Treatment (DCT).

MEMORANDUM OF UNDERSTANDING - SENIORITY

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

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

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

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

Work On A Holiday

Article 11, Section 5 shall be supplemented as follows:

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

Health And Job Safety

Infectious And Contagious Diseases

Article 22 shall be supplemented as follows:

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

Wages

Hostage Leave

Article 24, Section ~~10~~ 9 of the Agreement shall be modified as follows:

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

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

Hours Of Work And Overtime

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

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

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

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

Overnight Activities

The total compensation granted to employees assigned to overnight activities which involve the supervision of residents when such assignments are twenty-four (24) hours shall be as follows: eight (8) hours of straight time and twelve (12) hours at the appropriate overtime rate per Article 27, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

Memorandum of Understanding - MAPE INCENTIVES

A. ~~Affected Job Classes in Direct Care and Treatment Services (DCT).~~

- ~~Behavioral Analyst 1~~
- ~~Behavioral Analyst 2~~
- ~~Behavioral Analyst 3~~
- ~~Clinical Program Therapist 2~~
- ~~Clinical Program Therapist 3~~
- ~~Clinical Program Therapist 4~~
- ~~Dietician 1~~
- ~~Licensed Alcohol/Drug Counselor~~
- ~~Occupational Therapist~~
- ~~Occupational Therapist Senior~~
- ~~Physical Therapist~~
- ~~Psychologist 1~~
- ~~Psychologist 2~~
- ~~Psychologist 3~~
- ~~Recreation Therapist~~
- ~~Recreation Therapist Lead~~

~~Recreation Therapist Senior~~
~~Rehabilitation Counselor~~
~~Rehabilitation Counselor Senior~~
~~Safety Administrator~~
~~Skills Development Specialist~~
~~Social Worker~~
~~Social Work Specialist~~
~~Social Work Specialist Sr. — Human Services~~

~~1. Social Worker Senior~~

~~2. Speech Pathologist~~

~~3.1. **Retention Incentive for Employees at the Salary Range Maximum.** This retention incentive for employees at the salary range maximum provision ~~shall be in effect from the effective date of this Agreement through June 30, 2019~~ becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.~~

Employees (in the above specified job classifications) who have been at the maximum salary rate for their job classification for six (6) or more months may receive a discretionary lump sum payment of up to two thousand five hundred dollars (\$2,500). Such payments are permitted only when the employee has demonstrated satisfactory or better job performance. Such payments may be granted once per fiscal year.

~~4.2. **Recruitment Incentive for Newly Hired Employees.** This recruitment incentive for newly hired employee's provision ~~shall be in effect from the effective date of this Agreement through June 30, 2019~~ becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.~~

Newly hired employees may be granted a recruitment incentive of up to two thousand five hundred dollars (\$2,500). The incentive shall be paid in two (2) increments: half after successful completion of the required probationary period, and half after twelve (12) months of continuous satisfactory service. Current employees of the State of Minnesota are not eligible for this payment.

~~5.3. **Referral Incentive.** This referral incentive provision ~~shall be in effect from the effective date of this Agreement through June 30, 2019~~ becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.~~

Any current DCT employee covered by the MAPE Master Agreement may receive a lump-sum payment of five hundred dollars (\$500) for making the first referral of a candidate who accepts a pre-designated vacancy (in the affected job classes) and successfully completes their

probationary period. The Appointing Authority may designate individual vacant positions (in the affected job classes) or entire classifications that are subject to the referral incentive. This provision only applies to the appointment of candidates who are not current state employees. No more than one lump-sum payment shall be paid for each designated vacancy. Prior to offering to make such lump-sum payments for referrals, the Appointing Authority shall establish procedures for recording referrals and determining which employee made the first referral of a candidate.

6.4. Student Loan Payment Reimbursement. This student loan payment reimbursement provision ~~shall be in effect from the effective date of this Agreement through June 30, 2019~~ becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.

- A. Employee Request and Discretionary Approval.** An employee may request and the Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
- B. Eligible Payments.** In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
- C. Eligible Student Loan Debt.** The employee must have current student loan debt incurred within fifteen (15) years immediately prior to the payment being requested by the employee.
- D. Exclusion.** Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.
- E. Payment Amounts.** Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments issued to any employee.
- F. ~~Payment Dispersal~~ Disbursement.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
- G. Employee Length of Service Requirements.** Employees must have been employed by the ~~Employer~~ Appointing Authority at least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty four (1,044) hours per year.
- H. Employee Retention Requirement.** Employees who are approved to receive a student loan payment reimbursement must remain actively employed by DHS for a period of one (1) year after receiving a reimbursement payment. Employees who voluntarily separate sooner than one (1) year after receiving such payment shall be required by the Appointing Authority to repay the student loan reimbursement received the previous year.

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

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

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

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

4. Appendix G, Section H – Department of Human Services (final version)

H. DEPARTMENT OF HUMAN SERVICES

The Following Language Applies to All DHS Seniority Units:

Vacancies, Filling of Positions

Article 16, Section 4.B – Claiming shall be supplemented as follows:

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

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

promotion, transfer or voluntary demotion of a current seniority unit employee, prior to using any other vacancy filling method in 4(C) and prior to the consideration of any additional claimers for the resulting vacancy.

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Layoff and Recall

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- Employees with more classification seniority may volunteer to be laid off in lieu of less senior employees who would otherwise be laid off. Volunteers will be in the following order: most senior volunteers, first; least senior volunteers, last.
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An employee who is instructed to be in on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. An employee shall not receive on-call pay for hours actually worked.

Flex-Time

Article 27, Section 1B is clarified as follows:

Flex-time Plan:

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- Eligible Student Loan Debt.** The employee must have current student loan debt.
- Exclusion.** Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.

- E. **Payment Amounts.** Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments.
- F. **Employee Length of Service Requirements.** Employees must have been employed by the Employer at least 18 months.
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- H. **Disbursement.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
- I. **Documentation of Student Loan Payments Required.** Documentation that the amount dispersed has been applied to the student loan will be provided to the Appointing Authority within sixty (60) calendar days of the disbursement.
- J. **Failure to provide required documentation of payments.** If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.
- K. **Rights.** This provision is not subject to the grievance or arbitration process.
- L. **Effective:** This provision becomes effective upon the contract’s successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract. Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they leave the position or separate from state service, even if this pilot is discontinued in subsequent contracts.

The Following Language Applies to the Following Seniority Units Only: Direct Care and Treatment (DCT).

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

Work on a Holiday

Article 11, Section 5 shall be supplemented as follows:

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

Health and Job Safety

Infectious and Contagious Diseases

Article 22 shall be supplemented as follows:

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Wages

Hostage Leave

Article 24, Section 10 of the Agreement shall be modified as follows:

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

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

Hours of Work and Overtime

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

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

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

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

Overnight Activities

The total compensation granted to employees assigned to overnight activities which involve the supervision of residents when such assignments are twenty-four (24) hours shall be as follows: eight (8) hours of straight time and twelve (12) hours at the appropriate overtime rate per Article 27, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

MEMORANDUM OF UNDERSTANDING - MAPE INCENTIVES

1. **Retention Incentive for Employees at the Salary Range Maximum.** This retention incentive for employees at the salary range maximum provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.

Employees (in the above specified job classifications) who have been at the maximum salary rate for their job classification for six (6) or more months may receive a discretionary lump sum payment of up to two thousand five hundred dollars (\$2,500). Such payments are permitted only when the employee has demonstrated satisfactory or better job performance. Such payments may be granted once per fiscal year.

2. **Recruitment Incentive for Newly Hired Employees.** This recruitment incentive for newly hired employee's provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.

Newly hired employees may be granted a recruitment incentive of up to two thousand five hundred dollars (\$2,500). The incentive shall be paid in two (2) increments: half after successful completion of the required probationary period, and half after twelve (12) months of continuous satisfactory service. Current employees of the State of Minnesota are not eligible for this payment.

3. **Referral Incentive.** This referral incentive provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.

Any current DCT employee covered by the MAPE Master Agreement may receive a lump-sum payment of five hundred dollars (\$500) for making the first referral of a candidate who accepts a pre-designated vacancy (in the affected job classes) and successfully completes their probationary period. The Appointing Authority may designate individual vacant positions (in the affected job classes) or entire classifications that are subject to the referral incentive. This provision only applies to the appointment of candidates who are not current state employees. No more than one lump-sum payment shall be paid for each designated vacancy. Prior to offering to make such lump-sum payments for referrals, the Appointing Authority shall establish procedures for recording referrals and determining which employee made the first referral of a candidate.

4. **Student Loan Payment Reimbursement.** This student loan payment reimbursement provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract.
 - A. **Employee Request and Discretionary Approval.** An employee may request and the Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
 - B. **Eligible Payments.** In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
 - C. **Eligible Student Loan Debt.** The employee must have current student loan debt incurred within fifteen (15) years immediately prior to the payment being requested by the employee.
 - D. **Exclusion.** Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.
 - E. **Payment Amounts.** Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty-five thousand dollars (\$25,000) in total payments issued to any employee.
 - F. **Payment Disbursement.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
 - G. **Employee Length of Service Requirements.** Employees must have been employed by the Appointing Authority at least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty-four (1,044) hours per year.
 - H. **Employee Retention Requirement.** Employees who are approved to receive a student loan payment reimbursement must remain actively employed by DHS for a period of one (1) year after receiving a reimbursement payment. Employees who voluntarily separate sooner than one (1) year after receiving such payment shall be required by the Appointing Authority to repay the student loan reimbursement received the previous year.

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

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

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

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

5. **Appendix G, Section L – Minnesota State Academies (redline version)**

L. MINNESOTA STATE ACADEMIES

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

The Appointing Authority shall notify all 10-month employees of all summer school openings work opportunities. An employee may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the employee. Once the employee elects to sign the waiver of recall, such employee shall not be able to exercise his/her/their seniority rights for recall for the duration of the summer school. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Association and the employee.

Any waiver of recall by an employee is not to be considered a refusal to return to work and shall not be considered to be a break in continuous service. This Section does not, in any way, constitute

a forfeiture of the Appointing Authority's right to recall laid off employees, whenever necessary, to carry out the functions and needs of MSA during the summer-school programs. Notification of intent to return to work may be made in writing and hand delivered, provided that a written receipt of such notification is given.

CALL BACK DATE. By the end of the school year, the interpreters and their supervisors will mutually agree to a yearly calendar that outlines interpreter's August return date, professional development days, and work days for the upcoming school year. Any foreseeable changes to the yearly calendar will be communicated to the interpreters at least fourteen (14) days prior to the change.

EXTRACURRICULAR ASSIGNMENTS. Article 24 shall be amended as follows:

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

INTERPRETERS

SENIORITY. Article 15, Section 3 of the Master Agreement shall be supplemented by the following:

Classification Seniority Bid for ~~interpreters~~ interpreters hired on the same day: Interpreters shall first be delineated into 2 groups; certified and non-certified. For the purposes of this section, certification indicates full professional certification as an interpreter as defined by the appointing authority. Certified Interpreters shall use the date of certification to determine ranking. If ~~at this time~~ ties are still present, the order of seniority shall be drawn by lot. In the case of non-certified ~~interpreters~~ interpreters, they shall be ranked based on years of experience in the ~~interpreter~~ interpreter field. If ~~at this time~~ ties are still present, the order of seniority shall be drawn by lot. Certified interpreters shall be ranked higher in seniority than non-certified interpreters. At the point in time when non-certified interpreters become certified, their seniority rank shall be adjusted to reflect actual years of service at MSA.

~~**HOURS OF WORK AND OVERTIME.** Article 27 of the Master Agreement shall be supplemented by the following:~~

~~Work hours when one site is closed, When the Academy is closed while the Faribault Public School is open, Interpreters may either work up to a full 8 hour day or provide coverage by other staff for their assignments.~~

HOURS OF WORK AND OVERTIME. Article 27 Section 1. General Provisions Letter (F) of the Master Agreement shall be supplemented and/or modified by the following:

Compensation Bank: Interpreters shall have their compensation banks liquidated twice annually on June 1 and December 1. Prior to liquidation, interpreter staff can request to carry over all or a portion of their compensatory bank hours for use as comp time during unscheduled workdays or time periods (i.e., summer or breaks). Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

CALL IN, CALL BACK, ON-CALL. Article 25 Section 12 shall be supplemented and/or modified by the following:

1. ~~The Employer~~MSA shall pay ~~ASL~~ interpreters a minimum of two (2) hours for interpreting in the following situations: ~~Community~~ interpreting assignments and meetings/events that occur on an employee's otherwise unscheduled days of the week including Saturdays/Sundays. If the assignment/meeting/event extends beyond the scheduled end time, ~~the Employer~~MSA agrees to pay for the actual time worked at the appropriate overtime rate.
 2. ~~The Employer~~MSA shall pay ~~ASL~~ interpreters a minimum of two (2) hours for all other situations when the employee is assigned to interpret for evening/after-hours meetings/events; if the meeting/event extends beyond the scheduled end time, ~~the Employer~~MSA agrees to pay for the actual time worked at the appropriate overtime rate. If the meeting/event ends before the scheduled time, the ~~ASL~~ interpreter shall be paid for the total scheduled time.
 3. MSA agrees to pay interpreters a minimum of two (2) hours for cancelled assignments scheduled for evenings/after-hours or on unscheduled work days only if notification is not sent to the interpreter prior to the end of their regular work day. Every effort will be made to notify interpreters as early as possible of schedule changes. Interpreters are responsible for checking their email, voice mail, and/or text messages prior to the end of their work day for any such notification.
- 3.4. In ~~both all~~ cases above (1 ~~and~~, 2, ~~and~~ 3), ~~the Employer~~MSA agrees to pay overtime in cash or compensatory time, whichever the interpreter chooses.

WAGES. Article 24 Section 2 of the Master Agreement shall be supplemented and/or modified by the following:

Progression Step for Certification: If an ~~interpreter~~ interpreter is hired without certification, such ~~interpreter~~ interpreter shall receive a one-step wage progression upon proof of certification and paid retroactively to the date certification was achieved.

ALL STAFF BACK DAY: MSA shall allow and provide coverage for interpreters to attend the MSA all staff welcome back orientation for the purposes of onboarding after the summer months.

~~**CALL BACK DATE.** Within ten days of formal approval of the upcoming school calendar, Management shall provide, in writing, all interpreters with their August return date.~~

~~**SUMMER COVERAGE.** An interpreter will be selected who will schedule interpreters throughout the summer months; this person shall be scheduled to work up to 20 hours per week during the summer weeks to fulfill this need. When this position is open due to any leave, another staff shall cover the position up to 10 hours per week and shall hold the single responsibility of scheduling coverage of interpreter summer assignments.~~

PROFESSIONAL DEVELOPMENT. Interpreters shall receive at least 25 hours ~~(or hours generally consistent with Faribault Public Schools early release days plus one eight-hour workday)~~ per year designated for ~~interpreter~~ interpreter-specific professional development.

Notification of interpreter-specific professional development days will be communicated to other supervisors to assure time is uninterrupted.

6. **Appendix G, Section L – Minnesota State Academies (final version)**

L. MINNESOTA STATE ACADEMIES

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

The Appointing Authority shall notify all 10-month employees of all summer work opportunities. An employee may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the employee. Once the employee elects to sign the waiver of recall, such employee shall not be able to exercise their seniority rights for recall for the duration of the summer. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Association and the employee.

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

CALL BACK DATE. By the end of the school year, the interpreters and their supervisors will mutually agree to a yearly calendar that outlines interpreter's August return date, professional development days, and work days for the upcoming school year. Any foreseeable changes to the yearly calendar will be communicated to the interpreters at least fourteen (14) days prior to the change.

EXTRACURRICULAR ASSIGNMENTS. Article 24 shall be amended as follows:

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

INTERPRETERS

SENIORITY. Article 15, Section 3 of the Master Agreement shall be supplemented by the following:

Classification Seniority Bid for interpreters hired on the same day: Interpreters shall first be delineated into 2 groups; certified and non-certified. For the purposes of this section, certification indicates full professional certification as an interpreter as defined by the appointing authority. Certified Interpreters shall use the date of certification to determine ranking. If ties are still present, the order of seniority shall be drawn by lot. In the case of non-certified interpreters, they shall be ranked based on years of experience in the interpreter field. If ties are still present, the order of seniority shall be drawn by lot. Certified interpreters shall be ranked higher in seniority than non-certified interpreters. At the point in time when non-certified interpreters become certified, their seniority rank shall be adjusted to reflect actual years of service at MSA.

HOURS OF WORK AND OVERTIME. Article 27 Section 1. General Provisions Letter (F) of the Master Agreement shall be supplemented and/or modified by the following:

Compensation Bank: Interpreters shall have their compensation banks liquidated twice annually on June 1 and December 1. Prior to liquidation, interpreter staff can request to carry over all or a portion of their compensatory bank hours for use as comp time during unscheduled workdays or time periods (i.e., summer or breaks). Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

CALL IN, CALL BACK, ON-CALL. Article 25 Section 12 shall be supplemented and/or modified by the following:

1. MSA shall pay interpreters a minimum of two (2) hours for interpreting in the following situations: interpreting assignments and meetings/events that occur on an employee's otherwise unscheduled days of the week including Saturdays/Sundays. If the assignment/meeting/event extends beyond the scheduled end time, MSA agrees to pay for the actual time worked at the appropriate overtime rate.
2. MSA shall pay interpreters a minimum of two (2) hours for all other situations when the employee is assigned to interpret for evening/after-hours meetings/events; if the meeting/event extends beyond the scheduled end time, MSA agrees to pay for the actual time worked at the appropriate overtime rate. If the meeting/event ends before the scheduled time, the interpreter shall be paid for the total scheduled time.
3. MSA agrees to pay interpreters a minimum of two (2) hours for cancelled assignments scheduled for evenings/after-hours or on unscheduled work days only if notification is not sent to the interpreter prior to the end of their regular work day. Every effort will be made to notify interpreters as early as possible of schedule changes. Interpreters are responsible for checking their email, voice mail, and/or text messages prior to the end of their work day for any such notification.
4. In all cases above (1, 2, and 3), MSA agrees to pay overtime in cash or compensatory time, whichever the interpreter chooses.

WAGES. Article 24 Section 2 of the Master Agreement shall be supplemented and/or modified by the following:

Progression Step for Certification: If an interpreter is hired without certification, such interpreter shall receive a one-step wage progression upon proof of certification and paid retroactively to the date certification was achieved.

ALL STAFF BACK DAY: MSA shall allow and provide coverage for interpreters to attend the MSA all staff welcome back orientation for the purposes of onboarding after the summer months.

PROFESSIONAL DEVELOPMENT. Interpreters shall receive at least 25 hours per year designated for interpreter-specific professional development.

Notification of interpreter-specific professional development days will be communicated to other supervisors to assure time is uninterrupted.

7. **Appendix G, Section M – Minnesota State College and Universities (Minnesota State) (redline version)**

A. MINNESOTA STATE COLLEGES AND UNIVERSITIES (MINNESOTA STATE)

- I. **UNCLASSIFIED EMPLOYEES AS PER MS 43A.08, Subd. 1 (9) (excluding Customized Training Representatives)**. Article 8, Discipline and Discharge; Article 9, Grievance Procedure; Article 16, Vacancies, Filling of Positions; and Article 17, Layoff and Recall; shall be supplemented and/or modified as follows:
- A. Employees who have more than one year of continuous employment (without a break in service) in a single MnSCU Academic Professional position in the series (a position in the same class/option and same seniority unit) that is a minimum of fifty percent (50%) of a full-time equivalent position in state service shall:
 - 1. be eligible for all rights under Article 8, Discipline and Discharge, including “just cause” and access to the arbitration level of the grievance procedure;
 - 2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force, a termination of an appointment for reason(s) other than discharge or if he/she meets any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;
 - 3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force or termination of an appointment for reason(s) other than discharge;
 - 4. be given, at minimum, thirty-five (35) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force;
 - 5. be given a minimum of thirty-five (35) calendar days notice prior to their last day of work due to a termination of an appointment for reason(s) other than discharge. The termination of an appointment may not be used by the Appointing Authority to resolve issues with employee performance or alleged misconduct;
 - 6. upon involuntary separation due to reduction in force or termination of an appointment for reason(s) other than discharge, have the right to express interest for any MAPE unclassified vacancies posted within Minnesota State for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority’s Chief Human Resources Officer prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.

7. upon involuntary separation due to a reduction in force or termination of an appointment for reason(s) other than discharge, have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash; and
 8. have copies of notices provided to employee under 1.A.4 or 1.A.5 above, provided to the Association by electronic mail or other mutually agreeable means.
- B. Unclassified employees who change class or class option, or who move to another Minnesota State Appointing Authority, shall be subject to a mandatory six (6) month period of service without the provisions of I.A. above. However, by prior written notice from the Appointing Authority, the mandatory period of service may be eliminated or set at any length of time from zero (0) to twelve (12) months. An employee who does not successfully complete the mandatory period of service shall have the following options:
1. Return to the former position if vacant or occupied by a temporary unclassified employee (hired under Minn §43A.08, Subd. 2a) and if agreed to by the Appointing Authority.
 2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.

If the employee is not reappointed under options B1 or B2 above, the employee's employment may be terminated. Such termination is without recourse to the provisions outlined in Section MN.I.A. of this supplemental agreement.

- A. Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees shall notify the appointing authority that they are interested in the positions by written notice to the Appointing Authority's Chief Human Resources Officer prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. Any employee covered by this agreement who meets all the service criteria listed in Section M.I.A. shall be eligible for this provision.
- B. **Unpaid Leaves of Absence** – Unclassified Employees. Leave may be granted to any unclassified employee, at the discretion of the Appointing Authority, to accept another unclassified or administrative position within the Minnesota State Colleges and Universities. All terms and conditions of the leave, including the start and end dates, shall be put in writing prior to the commencement of the leave and a copy of the written agreement shall be placed in the employee's official personnel file and also provided to the Association.

II. **CUSTOMIZED TRAINING REPRESENTATIVES**

- A. **WAGES**. Article 24, Wages of the Master Agreement shall be modified as follows:
1. Placement at a rate within the range for new hires is at the discretion of the Appointing Authority.

2. Across-the-board increases shall be granted as per the Master Agreement.
3. Upon certification of satisfactory performance by their supervisor, a Customized Training Representative shall be eligible for annual progression increases and incentive bonuses in accordance with the current Minnesota State Human Resources Guideline & Interpretation procedure #CMP005 Customized Training Representative Compensation, or any subsequent iteration of procedure #CMP005, however denominated. No progression increase shall be less than three and one-half percent (3 1/2%). Bonus or incentive programs may be instituted at the discretion of the Appointing Authority. The Association shall be notified of changes to these programs, if possible thirty (30) days prior to the effective date of the changes. Bonuses, when added to the base pay, may cause the total compensation to exceed the salary range.

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

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set two levels of fiscal year goals and objectives or at the discretion of the Appointing Authority the goals and objectives for the Customized Training Representative may be based on a different twelve (12) month period. If the goals and objectives are based on a twelve (12) month period other than a fiscal year, it shall be communicated to the Customized Training Representative. Progress toward meeting the goals and objectives should be reviewed with the Customized Training Representative periodically throughout the fiscal year or established twelve (12) month period as applicable.
2. Level one goal(s) and objective(s) shall establish the minimum performance standard necessary to maintain the Customized Training Representative's continued employment and to qualify for progression increases for the next fiscal year. Failure to satisfactorily achieve level one goals may result in discharge from employment.
3. Level two goal(s) and objective(s) shall establish the minimum performance standards necessary for receipt of an incentive bonus for the next fiscal year. Level one goals must be satisfactorily completed by the Customized Training Representative to be eligible for any incentive bonus.

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

1. The basis for discipline, including discharge, shall not be arbitrary or capricious.
2. The employee may appeal the discipline or discharge up to and including the college president. The appeal meeting may include the employee and his or her Association representative(s). The college president shall have the right to sustain or dismiss actions of discipline and/or discharge. Such decision(s) of the college president shall be final and not grievable. If the college president sustains the discipline or discharge, the employee may request that the decision be reviewed by the system office Labor Relations division. Upon review, the system office Labor Relations division will determine if the president's decision

was arbitrary or capricious. The decision of the system office Labor Relations division will be final and not grievable.

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

1. Customized Training Representatives who have served for three (3) or more years without a break in service in a single Customized Training Representative position within the same seniority unit, that is a minimum fifty percent (50%) of a full-time equivalent position, and who are involuntarily separated from their position due to a reduction in force or termination of an appointment for reason(s) other than discharge shall be eligible for the following benefits.
 - a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated for either of the reasons listed in D.1. above or if he or she meets any of the other eligibility provisions of Master Agreement, Article 13, Severance.
 - b. Customized Training Representatives shall be eligible for six (6) months of Employer Contribution toward their health and dental insurance following their date of involuntary separation for either of the reasons listed in D.1. above.
 - c. Customized Training Representatives shall be given a minimum of thirty-five (35) calendar days notice prior to their last day of work due to an involuntary reduction in force.
 - d. Customized Training Representatives who are involuntarily separated for either of the reasons listed in D.1. above shall be allowed to express interest for any permanent unclassified vacancies posted within Minnesota State for a minimum of six (6) months following the date of their separation. Customized Training Representatives shall notify the Chief Human Resources Officer prior to the application deadline. If the Customized Training Representative meets the posted minimum qualifications of the position, as determined by the Appointing, Authority, he/she shall be granted an interview. Non-selection shall not be grievable.
 - e. Upon involuntary separation from their position for either of the reasons listed in D.1. above, Customized Training Representatives shall have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash.

III. SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS

~~3.~~ As allowed by Minnesota Statutes §§ 354C.11, 354C.12, and 356.24, the Employer will make a matching contribution up to a maximum of one thousand seven hundred dollars (\$1,700.00) per fiscal year to each eligible employee's supplemental retirement account.

~~III.~~ Pursuant to Minnesota Statutes Sections 354C.11, 354C.12, and 356.24, the Employer shall deduct for eligible employees an amount equal to five percent (5%) of the annual salary for each eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to one

~~thousand seven hundred dollars (\$1,700) to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. The employer shall make a contribution in an amount equal to the deductions made from the employee's salary. Deductions shall begin in the fiscal year following the employee's eligibility as outlined in Section III B. below.~~

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

~~V. occupy positions designated by Minnesota State in the academic unclassified service under the provisions of Minn. Stat. Section 43A.08, Subd. 1(9), including Customized Training Representatives; and~~

~~VI. have completed two (2) years of full-time unclassified service within Minnesota State as outlined in the DCR Plan document.~~

VII. IV. SIGN LANGUAGE INTERPRETERS

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

Sign language interpreters employed as academic year seasonal employees who perform up to four (4) hours of work for the Appointing Authority in a pay period falling outside of the employee's normal academic year schedule shall be paid the equivalent of four (4) hours of work provided that the employee has accepted all offers of interpreting work from the Appointing Authority during that pay period.

VIII. V. SENIORITY

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

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

IX. VI. INSURANCE

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

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

X.VII. TUITION WAIVER

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

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

XI.VIII. VACATION

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

Seasonal employees may use vacation on non-scheduled work days within their season and, at the discretion of the Appointing Authority, employees may use accumulated vacation prior to and/or after their first and last scheduled work days each fiscal year. Additionally, year-round employees who are full-time part of the year and part-time for part of the year may, at the discretion of the Appointing Authority, may use vacation time to bring their hours of work up to 40 in weeks where they are not so scheduled. The amount of vacation used under this provision shall not exceed the maximum number of hours specified in Article 10 Vacation, Section 6 Vacation Transfer and Liquidation.

XII.IX. HOLIDAYS

Article 11, Holidays, shall be modified as follows:

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

university shall notify the executive director of the Association of change via regular or electronic mail.

XIII.X. SEASONAL MEMORANDUM OF UNDERSTANDING

- I. Definition of an Academic Year Seasonal Employee. An academic year seasonal employee is an employee whose season is equal to the length of the academic year as established by the college/university administration. At the administration's discretion, an academic year seasonal employee's season may be extended to include up to four (4) additional weeks. These additional weeks of an extended season must be worked immediately before the established academic year begins, immediately after the established academic year ends, or divided between the start and end of the established academic year. In no case shall the season be extended beyond the cumulative total of four (4) additional weeks. Such employees shall be considered to have an employment condition of seasonal part-time or seasonal full-time. Academic year seasonal employees are expected to return to work each year.
- II. Summer Employment. When there is a need for summer work, a separate intermittent unlimited position shall be established. Intermittent unlimited positions established for this purpose will be ongoing and will be posted/filled in accordance with the Master Agreement. Intermittent employees shall be scheduled as needed and acceptance of an intermittent position will not guarantee summer employment in subsequent years. An academic year seasonal employee appointed concurrently to an intermittent unlimited position shall be covered by the MAPE agreement and shall be eligible to receive paid holidays and accrue vacation and sick leave notwithstanding any language in the Master Agreement that would exclude intermittent employees from eligibility. Holiday pay entitlement and pro-ration, vacation use and accruals and sick leave use and accruals shall be in accordance with the Master Agreement. The "Holiday Accrual" language in Section IX.A of this supplemental agreement shall not apply during such intermittent employment.
- III. Employee Notice. During spring session of each academic year, each seasonal employee shall be provided, in writing, with notice of their schedule for the next academic year, including the start and end dates, seasonal breaks, scheduled holidays and the number of days before or after the academic year that may be used for vacation, compensatory time or alternate holidays. The written notice referenced above shall be provided at least fourteen (14) days prior to the end of the employee's season and shall be in lieu of the seasonal layoff and recall provisions of Article 17, Section 4.
- IV. The parties agree that employees shall continue to be eligible for insurance benefits during seasonal breaks as provided in Article 20, Section 3D of the Master Agreement.

XIV.XI. STAFF DEVELOPMENT JOINT TASK FORCE

A joint taskforce shall be established and composed of eight (8) representatives of the Appointing Authority and eight (8) employee representatives selected by MAPE. The joint taskforce shall be convened by Minnesota State Labor Relations and shall be charged with discussing MAPE's participation in planning for individual staff development and campus-wide training. This may include

joint participation with other union's activities. The time spent working on this taskforce by MAPE employees shall be paid release time.

XV.XII. GRIEVANCE PROCEDURE

Article 9 of the Master Agreement shall be supplemented and/or modified as follows:

1. After Step 2 and prior to an appeal to arbitration, a Step 3 will be held. Within fourteen (14) calendar days following the receipt of a grievance appealed in writing from Step 2, the system office's Labor Relations Division shall arrange a meeting with the Association in an attempt to resolve the grievance.

Within fourteen (14) calendar days following this meeting, the Minnesota State system office shall respond in writing to the Association stating the system office's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may, within thirty (30) calendar days after the written answer is given or due, appeal the grievance to arbitration by written notice to the Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator). Any grievance not referred in writing by the Association to arbitration within thirty (30) calendar days after the system office's written answer is given or due shall be waived.

XVI.XIII. VACANCIES, FILLING OF POSITIONS

Article 16, Sections 3 and 4 are modified as follows:

Permanent non-probationary classified employees from any Minnesota State Appointing Authority 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.

XVII.XIV. LAYOFF AND RECALL

Article 17, Sections 3.A.4a – Layoff Options and 5 – Claiming shall be modified as follows:

Employees whose only option is to bump may request to transfer to a non-temporary classified vacancy within another Minnesota State Appointing Authority in the same, transferable or lower class (or class option) for which they are determined to be qualified by the Employer.

XVIII.XV. PROFESSIONAL DEVELOPMENT

Upon completion of one (1) year of continuous employment (without a break in service) in the Minnesota State system, full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal employees, classified and unclassified, may for the purpose of professional development, be permitted to enroll on a space-available basis in credit courses at any Minnesota State college and/or university without payment of tuition. Such enrollment is at the discretion of the Appointing Authority and shall not exceed eight (8) credits per academic year (the academic year runs from the beginning of the fall semester through the end of the summer session). The employee will pay all applicable fees.

When the employee has completed three (3) years of continuous employment (without a break in service) in the Minnesota State system, and becomes eligible for tuition waiver under Part VII of this supplement, credits taken under this section shall be deducted from the credits allowed per year under Part ~~VII~~ of this supplement.

Spouses and dependents are not eligible for credits under this section.

8. **Appendix G, Section M – Minnesota State College and Universities (Minnesota State) (final version)**

M. MINNESOTA STATE COLLEGES AND UNIVERSITIES (MINNESOTA STATE)

- I. **UNCLASSIFIED EMPLOYEES AS PER MS 43A.08, Subd. 1 (9) (excluding Customized Training Representatives)**. Article 8, Discipline and Discharge; Article 9, Grievance Procedure; Article 16, Vacancies, Filling of Positions; and Article 17, Layoff and Recall; shall be supplemented and/or modified as follows:
- A. Employees who have more than one year of continuous employment (without a break in service) in a single MnSCU Academic Professional position in the series (a position in the same class/option and same seniority unit) that is a minimum of fifty percent (50%) of a full-time equivalent position in state service shall:
 - 1. be eligible for all rights under Article 8, Discipline and Discharge, including “just cause” and access to the arbitration level of the grievance procedure;
 - 2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force, a termination of an appointment for reason(s) other than discharge or if they meet any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;
 - 3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force or termination of an appointment for reason(s) other than discharge;
 - 4. be given, at minimum, thirty-five (35) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force;
 - 5. be given a minimum of thirty-five (35) calendar days notice prior to their last day of work due to a termination of an appointment for reason(s) other than discharge. The termination of an appointment may not be used by the Appointing Authority to resolve issues with employee performance or alleged misconduct;
 - 6. upon involuntary separation due to reduction in force or termination of an appointment for reason(s) other than discharge, have the right to express interest for any MAPE unclassified vacancies posted within Minnesota State for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority’s Chief Human Resources Officer prior to the application deadline.

If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, they shall be granted an interview. Non-selection shall not be grievable.

7. upon involuntary separation due to a reduction in force or termination of an appointment for reason(s) other than discharge, have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash; and
 8. have copies of notices provided to employee under 1.A.4 or 1.A.5 above, provided to the Association by electronic mail or other mutually agreeable means.
- B. Unclassified employees who change class or class option, or who move to another Minnesota State Appointing Authority, shall be subject to a mandatory six (6) month period of service without the provisions of I.A. above. However, by prior written notice from the Appointing Authority, the mandatory period of service may be eliminated or set at any length of time from zero (0) to twelve (12) months. An employee who does not successfully complete the mandatory period of service shall have the following options:
1. Return to the former position if vacant or occupied by a temporary unclassified employee (hired under Minn §43A.08, Subd. 2a) and if agreed to by the Appointing Authority.
 2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.

If the employee is not reappointed under options B1 or B2 above, the employee's employment may be terminated. Such termination is without recourse to the provisions outlined in Section N.I.A. of this supplemental agreement.

- A. Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees shall notify the appointing authority that they are interested in the positions by written notice to the Appointing Authority's Chief Human Resources Officer prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, they shall be granted an interview. Non-selection shall not be grievable. Any employee covered by this agreement who meets all the service criteria listed in Section M.I.A. shall be eligible for this provision.
- B. **Unpaid Leaves of Absence** – Unclassified Employees. Leave may be granted to any unclassified employee, at the discretion of the Appointing Authority, to accept another unclassified or administrative position within the Minnesota State Colleges and Universities. All terms and conditions of the leave, including the start and end dates, shall be put in writing prior to the commencement of the leave and a copy of the written agreement shall be placed in the employee's official personnel file and also provided to the Association.

II. **CUSTOMIZED TRAINING REPRESENTATIVES**

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

1. Placement at a rate within the range for new hires is at the discretion of the Appointing Authority.
 2. Across-the-board increases shall be granted as per the Master Agreement.
 3. Upon certification of satisfactory performance by their supervisor, a Customized Training Representative shall be eligible for annual progression increases and incentive bonuses in accordance with the current Minnesota State Human Resources Guideline & Interpretation procedure #CMP005 Customized Training Representative Compensation, or any subsequent iteration of procedure #CMP005, however denominated. No progression increase shall be less than three and one-half percent (3 1/2%). Bonus or incentive programs may be instituted at the discretion of the Appointing Authority. The Association shall be notified of changes to these programs, if possible thirty (30) days prior to the effective date of the changes. Bonuses, when added to the base pay, may cause the total compensation to exceed the salary range.
- B. **PERFORMANCE GOALS.** Article 6, Employee Rights; and Article 24, Wages shall be modified as follows:
1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set two levels of fiscal year goals and objectives or at the discretion of the Appointing Authority the goals and objectives for the Customized Training Representative may be based on a different twelve (12) month period. If the goals and objectives are based on a twelve (12) month period other than a fiscal year, it shall be communicated to the Customized Training Representative. Progress toward meeting the goals and objectives should be reviewed with the Customized Training Representative periodically throughout the fiscal year or established twelve (12) month period as applicable.
 2. Level one goal(s) and objective(s) shall establish the minimum performance standard necessary to maintain the Customized Training Representative's continued employment and to qualify for progression increases for the next fiscal year. Failure to satisfactorily achieve level one goals may result in discharge from employment.
 3. Level two goal(s) and objective(s) shall establish the minimum performance standards necessary for receipt of an incentive bonus for the next fiscal year. Level one goals must be satisfactorily completed by the Customized Training Representative to be eligible for any incentive bonus.
- C. **DISCIPLINE AND DISCHARGE OF EMPLOYMENT.** Article 8, Discipline and Discharge; and Article 9, Grievance Procedure shall be modified as follows:
1. The basis for discipline, including discharge, shall not be arbitrary or capricious.
 2. The employee may appeal the discipline or discharge up to and including the college president. The appeal meeting may include the employee and his or her Association representative(s). The college president shall have the right to sustain or dismiss actions of discipline and/or discharge. Such decision(s) of the college president shall be final and

not grievable. If the college president sustains the discipline or discharge, the employee may request that the decision be reviewed by the system office Labor Relations division. Upon review, the system office Labor Relations division will determine if the president's decision was arbitrary or capricious. The decision of the system office Labor Relations division will be final and not grievable.

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

1. Customized Training Representatives who have served for three (3) or more years without a break in service in a single Customized Training Representative position within the same seniority unit, that is a minimum fifty percent (50%) of a full-time equivalent position, and who are involuntarily separated from their position due to a reduction in force or termination of an appointment for reason(s) other than discharge shall be eligible for the following benefits.
 - a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated for either of the reasons listed in D.1. above or if he or she meets any of the other eligibility provisions of Master Agreement, Article 13, Severance.
 - b. Customized Training Representatives shall be eligible for six (6) months of Employer Contribution toward their health and dental insurance following their date of involuntary separation for either of the reasons listed in D.1. above.
 - c. Customized Training Representatives shall be given a minimum of thirty-five (35) calendar days notice prior to their last day of work due to an involuntary reduction in force.
 - d. Customized Training Representatives who are involuntarily separated for either of the reasons listed in D.1. above shall be allowed to express interest for any permanent unclassified vacancies posted within Minnesota State for a minimum of six (6) months following the date of their separation. Customized Training Representatives shall notify the Chief Human Resources Officer prior to the application deadline. If the Customized Training Representative meets the posted minimum qualifications of the position, as determined by the Appointing Authority, they shall be granted an interview. Non-selection shall not be grievable.
 - e. Upon involuntary separation from their position for either of the reasons listed in D.1. above, Customized Training Representatives shall have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash.

III. **SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS**

As allowed by Minnesota Statutes §§ 354C.11, 354C.12, and 356.24, the Employer will make a matching contribution up to a maximum of one thousand seven hundred dollars (\$1,700.00) per fiscal year to each eligible employee's supplemental retirement account.

IV. SIGN LANGUAGE INTERPRETERS

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

Sign language interpreters employed as academic year seasonal employees who perform up to four (4) hours of work for the Appointing Authority in a pay period falling outside of the employee’s normal academic year schedule shall be paid the equivalent of four (4) hours of work provided that the employee has accepted all offers of interpreting work from the Appointing Authority during that pay period.

V. SENIORITY

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

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

VI. INSURANCE

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

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

VII. TUITION WAIVER

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

once each contract period to use the tuition waiver for one of the various systems. The employee's spouse or dependent children may share this right up to sixteen (16) credits.

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

VIII. VACATION

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

Seasonal employees may use vacation on non-scheduled work days within their season and, at the discretion of the Appointing Authority, employees may use accumulated vacation prior to and/or after their first and last scheduled work days each fiscal year. Additionally, year-round employees who are full-time part of the year and part-time for part of the year may, at the discretion of the Appointing Authority, may use vacation time to bring their hours of work up to 40 in weeks where they are not so scheduled. The amount of vacation used under this provision shall not exceed the maximum number of hours specified in Article 10 Vacation, Section 6 Vacation Transfer and Liquidation.

IX. HOLIDAYS

Article 11, Holidays, shall be modified as follows:

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

X. SEASONAL MEMORANDUM OF UNDERSTANDING

- I. Definition of an Academic Year Seasonal Employee. An academic year seasonal employee is an employee whose season is equal to the length of the academic year as established by the college/university administration. At the administration's discretion, an academic year seasonal employee's season may be extended to include up to four (4) additional weeks. These additional weeks of an extended season must be worked immediately before the established academic year begins, immediately after the established academic year ends, or divided between the start and end of the established academic year. In no case shall the season be extended beyond the cumulative total of four (4) additional weeks. Such employees shall be considered to have an employment condition of seasonal part-time or

seasonal full-time. Academic year seasonal employees are expected to return to work each year.

- II. Summer Employment. When there is a need for summer work, a separate intermittent unlimited position shall be established. Intermittent unlimited positions established for this purpose will be ongoing and will be posted/filled in accordance with the Master Agreement. Intermittent employees shall be scheduled as needed and acceptance of an intermittent position will not guarantee summer employment in subsequent years. An academic year seasonal employee appointed concurrently to an intermittent unlimited position shall be covered by the MAPE agreement and shall be eligible to receive paid holidays and accrue vacation and sick leave notwithstanding any language in the Master Agreement that would exclude intermittent employees from eligibility. Holiday pay entitlement and pro-ration, vacation use and accruals and sick leave use and accruals shall be in accordance with the Master Agreement. The "Holiday Accrual" language in Section IX.A of this supplemental agreement shall not apply during such intermittent employment.
- III. Employee Notice. During spring session of each academic year, each seasonal employee shall be provided, in writing, with notice of their schedule for the next academic year, including the start and end dates, seasonal breaks, scheduled holidays and the number of days before or after the academic year that may be used for vacation, compensatory time or alternate holidays. The written notice referenced above shall be provided at least fourteen (14) days prior to the end of the employee's season and shall be in lieu of the seasonal layoff and recall provisions of Article 17, Section 4.
- IV. The parties agree that employees shall continue to be eligible for insurance benefits during seasonal breaks as provided in Article 20, Section 3D of the Master Agreement.

XI. STAFF DEVELOPMENT JOINT TASK FORCE

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

XII. GRIEVANCE PROCEDURE

Article 9 of the Master Agreement shall be supplemented and/or modified as follows:

1. After Step 2 and prior to an appeal to arbitration, a Step 3 will be held. Within fourteen (14) calendar days following the receipt of a grievance appealed in writing from Step 2, the system office's Labor Relations Division shall arrange a meeting with the Association in an attempt to resolve the grievance.

Within fourteen (14) calendar days following this meeting, the Minnesota State system office shall respond in writing to the Association stating the system office's answer concerning the grievance. If, as a result of the written response, the grievance remains

unresolved, the Association may, within thirty (30) calendar days after the written answer is given or due, appeal the grievance to arbitration by written notice to the Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator). Any grievance not referred in writing by the Association to arbitration within thirty (30) calendar days after the system office's written answer is given or due shall be waived.

XIII. VACANCIES, FILLING OF POSITIONS

Article 16, Sections 3 and 4 are modified as follows:

Permanent non-probationary classified employees from any Minnesota State Appointing Authority 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.

XIV. LAYOFF AND RECALL

Article 17, Sections 3.A.4a – Layoff Options and 5 – Claiming shall be modified as follows:

Employees whose only option is to bump may request to transfer to a non-temporary classified vacancy within another Minnesota State Appointing Authority in the same, transferable or lower class (or class option) for which they are determined to be qualified by the Employer.

XV. PROFESSIONAL DEVELOPMENT

Upon completion of one (1) year of continuous employment (without a break in service) in the Minnesota State system, full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal employees, classified and unclassified, may for the purpose of professional development, be permitted to enroll on a space-available basis in credit courses at any Minnesota State college and/or university without payment of tuition. Such enrollment is at the discretion of the Appointing Authority and shall not exceed eight (8) credits per academic year (the academic year runs from the beginning of the fall semester through the end of the summer session). The employee will pay all applicable fees.

When the employee has completed three (3) years of continuous employment (without a break in service) in the Minnesota State system, and becomes eligible for tuition waiver under Part VII of this supplement, credits taken under this section shall be deducted from the credits allowed per year under Part _____ of this supplement.

Spouses and dependents are not eligible for credits under this section.

9. Appendix G, Section Q – Department of Revenue (redline version)

R-Q. DEPARTMENT OF REVENUE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Differential.

Employees of the Department of Revenue who are permanently assigned to an out-of-state location shall be eligible for a salary differential based on their permanent work location, if applicable. For employees assigned to out of state location after July 1, 2017, to be eligible for a differential, the employee’s permanent work location must be within the metropolitan area of a city listed below. (See appendix L for a list of the cities and counties included in the metropolitan areas). The differential shall be a percentage of the employee's hourly base rate of pay, rounded to the nearest cent per hour, and shall be included in all payroll calculations, including periods of paid leave. For the purpose of determining any change in salary pursuant to the provisions of Article 24, the differential shall be removed from the employee's current rate of pay and recomputed upon the employee's new hourly base rate of pay.

The differentials for existing locations shall be as follows:

Location	Differential Prior to 2001-2003	Differential Effective 2001	Differential Effective 2003	Differential Effective 2007	Differential Effective 2017	<u>Differential Effective 2019</u>
Atlanta, GA	20 percent	10 percent	-	-	No differential	
Atoka, OK	-	-	-	-	No differential	
<u>Attleboro, MA</u>						<u>10 percent</u>
Chicago, IL	20 percent	20 percent	-	-	10 percent	
Cincinnati, OH	-	-	-	-	-	

Location	Differential Prior to 2001-2003	Differential Effective 2001	Differential Effective 2003	Differential Effective 2007	Differential Effective 2017	<u>Differential Effective 2019</u>
Cleveland, OH	15 percent	No differential	-	-	No differential	
Dallas, TX	15 percent	No differential	-	-	-	
Des Moines, IA	-	-	No differential	-	-	
Los Angeles, CA	30 percent	30 percent	-	-	-	
Milwaukee, WI	-	No differential	-	-	-	
New York/ New Jersey	30 percent	30 percent	-	-	-	
<u>Ocala, FL</u>						<u>No differential</u>
Phoenix, AZ	-	-	-	-	No differential	
<u>Richmond Hills, GA</u>						<u>No differential</u>
St. Louis, MO	15 percent	No differential	-	-	-	
San Francisco, CA	30 percent	30 percent	-	-	-	
Seattle, WA	-	10 percent	-	15 percent	-	
Spokane, WA	-	-	-	-	No differential	
Valparaiso, IN	-	-	-	-	No differential	
Washington, D.C.	30 percent	30 percent	-	-	-	

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

Section 2. Progression.

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

Section 3. Changes in Work Location.

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

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

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

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

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

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

PROFESSIONAL EXAMINATIONS. Effective July 1, 2017, and dependent upon the availability of funds and the operational needs of the Department of Revenue, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1,000) to employees -who receive notification of passing all parts of a:

- CPA examination
- Certified Fraud Examiner examination
- Certified Internal Auditor examination
- Project Management Professional examination

provided the employee is in good standing with the department. The employee must be employed with the Department of Revenue at the time that at least one section of the examination is taken and passed. Employees- who pass an above listed exam and remain employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the examination, the

Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000), provided the employee is in good standing with the department.

Employees who received notification of passing all parts of an above listed examination, with at least one section having been taken and passed while employed at the Department of Revenue, and who received such notification within one (1) year prior to July 1, 2017, are ineligible for the initial lump sum payment. However, the Appointing Authority may provide the second lump sum payment of one thousand dollars (\$1,000) provided the employee remains employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the examination and provided the employee is in good standing with the department.

Employees who received notification of passing all parts of an above listed examination prior to July 1, 2016, or prior to being employed by the Department of Revenue, shall be ineligible for any of the lump sum payments for that examination.

The Appointing Authority may add additional examinations at its discretion.

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

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

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

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

MEMORANDUM OF UNDERSTANDING

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

May 16, 2017

RE: Joint Understanding between MAPE and the Department of Revenue

During 2017-19 Supplemental Negotiations, a proposal was introduced by MAPE to the Department of Revenue regarding a potential student loan reimbursement program. The parties recognize the need for further research, as well as the uncertainty of the 2017-19 budget. The parties are committed to continuing discussions on this topic through the Meet and Confer process. Any agreement will be documented through a Memorandum of Understanding.

Sincerely,

Kathy Zieminski
Department of Revenue

Nic Frey
MN Association of Professional Employees

10. **Appendix G, Section Q – Department of Revenue (final version)**

Q. DEPARTMENT OF REVENUE

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

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

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

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

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

original vacancy, the Appointing Authority shall consider the remaining interest bidders for the subsequent vacancy, in accordance with Article 16, Section 4, of the Master Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

Section 1. Differential.

Employees of the Department of Revenue who are permanently assigned to an out-of-state location shall be eligible for a salary differential based on their permanent work location, if applicable. For employees assigned to out of state location after July 1, 2017, to be eligible for a differential, the employee’s permanent work location must be within the metropolitan area of a city listed below. (See appendix L for a list of the cities and counties included in the metropolitan areas). The differential shall be a percentage of the employee's hourly base rate of pay, rounded to the nearest cent per hour, and shall be included in all payroll calculations, including periods of paid leave. For the purpose of determining any change in salary pursuant to the provisions of Article 24, the differential shall be removed from the employee's current rate of pay and recomputed upon the employee's new hourly base rate of pay.

The differentials for existing locations shall be as follows:

Location	Differential Prior to 2001-2003	Differential Effective 2001	Differential Effective 2003	Differential Effective 2007	Differential Effective 2017	Differential Effective 2019
Atlanta, GA	20 percent	10 percent	-	-	No differential	
Atoka, OK	-	-	-	-	No differential	
Attleboro, MA						10 percent
Chicago, IL	20 percent	20 percent	-	-	10 percent	
Cincinnati, OH	-	-	-	-	-	
Cleveland, OH	15 percent	No differential	-	-	No differential	
Dallas, TX	15 percent	No differential	-	-	-	
Des Moines, IA	-	-	No differential	-	-	
Los Angeles, CA	30 percent	30 percent	-	-	-	
Milwaukee, WI	-	No differential	-	-	-	
New York/ New Jersey	30 percent	30 percent	-	-		
Ocala, FL						No differential
Phoenix, AZ	-	-	-	-	No differential	
Richmond Hills, GA						No differential
St. Louis, MO	15 percent	No differential	-	-	-	

Location	Differential Prior to 2001-2003	Differential Effective 2001	Differential Effective 2003	Differential Effective 2007	Differential Effective 2017	Differential Effective 2019
San Francisco, CA	30 percent	30 percent	-	-	-	
Seattle, WA	-	10 percent	-	15 percent	-	
Spokane, WA	-	-	-	-	No differential	
Washington, D.C.	30 percent	30 percent	-	-	-	

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

Section 2. Progression.

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

Section 3. Changes in Work Location.

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

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

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

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

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

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

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provided the employee is in good standing with the department. The employee must be employed with the Department of Revenue at the time that at least one section of the examination is taken and passed. Employees who pass an above listed exam and remain employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000), provided the employee is in good standing with the department.

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

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

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MEMORANDUM OF UNDERSTANDING

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

11. Appendix G, Section U – Department of MN.IT Services (redline version)

•U. MN.IT SERVICES

BA/PM/QA CLASS OPTION. Article 15 – Seniority. Section 1 shall be modified as follows:

- E. **BA/PM/QA CLASS OPTION.** Employees hired into ITS classifications with the BA/PM/QA option code prior to, and those included in, the group conversion on November 19, 2014, shall have state seniority used for purposes of determining a seniority tie in the event of layoffs. Anyone hired after November 19, 2014, in the BA/PM/QA class option will follow class option for seniority in the event of a layoff.

ON-CALL. Article 25 – Call-In, Call-Back, On-Call. Section 3. On-Call, in the Master Agreement shall be modified as follows:

On Call. An employee who is instructed to remain in an on-call status shall be compensated for such time the rate of fifteen (15) minutes straight time for each one (1) hour on on-call status. An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than four (4) consecutive hours.

MEAL PERIODS. Article 27 – Hours of Work and Overtime. Section 1.C. shall be modified as follows:

C. Meal Periods.

1. 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.

2. Any employee engaged in a work operation for which there is regularly scheduled employment at MN.IT on a twenty-four (24) hour a day, seven (7) day a week basis and by nature of their work are required to remain in a duty status during their shift will be able to work a straight eight (8) hours and will not be required to take an unpaid meal period. If an employee wishes to take an occasional unpaid meal break on any given day, they will seek approval of this change from their supervisor prior to taking such meal break. Approval shall be based on meeting the business needs of the agency and shall not be unreasonably denied. Any unpaid break that is granted will extend the work day equal to the time it was approved.

COMPENSATORY COMPENSATORY BANK. Article 27 – Hours of Work and Overtime. New Section J added as follows:

- J. **Compensatory Bank.** The compensatory bank shall be liquidated once annually on the last pay date of January of each calendar year. The Appointing Authority and the Association may agree in a meet and confer to carry over all or a portion of the compensatory bank. Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

DAYLIGHT SAVINGS TIME. Article 27, Hours of Work and Overtime, Section 1.K. (New) shall be added as follows:

- K. **Daylight Savings Time.** Employees required to work more than eight (8) hours on an eight (8) hour shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one-half (1-1/2). Employees required to work less than eight (8) hours on an eight (8) hour shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost. Employees in the first six (6) months of employment who would be eligible to accrue vacation, may be advanced one (1) hour of vacation time which shall either be deducted from their vacation leave balance, or deducted from their last paycheck if the employee is separated prior to accruing vacation.

Student Loan Repayment (Pilot)

- **An employee may request and an Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.**
- **In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.**

- Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty five thousand dollars (\$25,000) in total payments if this pilot is continued in future years
- Employees must have been employed by the Employer for at least 18 months.
- Employees who are approved to receive a student loan payment reimbursement must remain employed by the Agency for a period of one (1) year after receiving a reimbursement payment.
- Employees who separate from the Agency sooner than one (1) year after receiving a reimbursement payment shall be required to repay the student loan reimbursement received the previous year on a prorated monthly basis.
- Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
- Within sixty (60) calendar days of the disbursement, the employee must provide documentation to the Appointing Authority that the amount disbursed has been applied to the student loan.
- If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.
- This provision is not subject to the grievance procedure.
- This provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract. Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they separate from the Agency, even if this pilot is discontinued in subsequent Agreements.

12. Appendix G, Section U – Department of MN.IT Services (final version)

U. MN.IT SERVICES

BA/PM/QA CLASS OPTION. Article 15 – Seniority. Section 1 shall be modified as follows:

- E. **BA/PM/QA CLASS OPTION.** Employees hired into ITS classifications with the BA/PM/QA option code prior to, and those included in, the group conversion on November 19, 2014, shall have state seniority used for purposes of determining a seniority tie in the event of layoffs. Anyone hired after November 19, 2014, in the BA/PM/QA class option will follow class option for seniority in the event of a layoff.

ON-CALL. Article 25 – Call-In, Call-Back, On-Call. Section 3. On-Call, in the Master Agreement shall be modified as follows:

On Call. An employee who is instructed to remain in an on-call status shall be compensated for such time the rate of fifteen (15) minutes straight time for each one (1) hour on on-call status.

An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than four (4) consecutive hours.

MEAL PERIODS. Article 27 – Hours of Work and Overtime. Section 1.C. shall be modified as follows:

C. **Meal Periods.**

1. 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.
2. Any employee engaged in a work operation for which there is regularly scheduled employment at MN.IT on a twenty-four (24) hour a day, seven (7) day a week basis and by nature of their work are required to remain in a duty status during their shift will be able to work a straight eight (8) hours and will not be required to take an unpaid meal period. If an employee wishes to take an occasional unpaid meal break on any given day, they will seek approval of this change from their supervisor prior to taking such meal break. Approval shall be based on meeting the business needs of the agency and shall not be unreasonably denied. Any unpaid break that is granted will extend the work day equal to the time it was approved.

COMPENSATORY BANK. Article 27 – Hours of Work and Overtime. New Section J added as follows:

- J. **Compensatory Bank.** The compensatory bank shall be liquidated once annually on the last pay date of January of each calendar year. The Appointing Authority and the Association may agree in a meet and confer to carry over all or a portion of the compensatory bank. Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

DAYLIGHT SAVINGS TIME. Article 27, Hours of Work and Overtime, Section 1.K. (New) shall be added as follows:

- K. **Daylight Savings Time.** Employees required to work more than eight (8) hours on an eight (8) hour shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one-half (1-1/2). Employees required to work less than eight (8) hours on an eight (8) hour shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost. Employees in the first six (6) months of employment who would be eligible to accrue vacation, may be advanced one (1) hour of vacation time which shall either be deducted from their vacation leave balance, or deducted from their last paycheck if the employee is separated prior to accruing vacation.

STUDENT LOAN REPAYMENT (PILOT)

- An employee may request and an Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.
- In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.
- Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty-five thousand dollars (\$25,000) in total payments if this pilot is continued in future years
- Employees must have been employed by the Employer for at least 18 months.
- Employees who are approved to receive a student loan payment reimbursement must remain employed by the Agency for a period of one (1) year after receiving a reimbursement payment.
- Employees who separate from the Agency sooner than one (1) year after receiving a reimbursement payment shall be required to repay the student loan reimbursement received the previous year on a prorated monthly basis.
- Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.
- Within sixty (60) calendar days of the disbursement, the employee must provide documentation to the Appointing Authority that the amount disbursed has been applied to the student loan.
- If the employee does not fulfill the reporting requirement, the employee will be required to repay the total amount.
- This provision is not subject to the grievance procedure.
- This provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2021 – 2023 contract. Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they separate from the Agency, even if this pilot is discontinued in subsequent Agreements.

GRID CORRECTION – 14F

The second year of Grid 14F (7/1/2020 – 6/30/2021), has typographical errors in the step numbering. The corrected grid can be found after the error containing grid.:

This grid contains errors.

Compensation Grid 14F Unit 214 Minnesota Association of Professional Employees Effective 7/1/2020 – 6/30/2021

This grid applies to Information Technology classes only.

Compensation Grid 14F; Effective dates 07/01/2020 – 06/30/2021

This grid applies to Information Technology classes only.

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Step		01	02	03	04	05	06	07	08	09	10	11	12	13 2	14 4	15 4	16
Range																	
06	YR	45,351	46,896	48,421	50,049	51,657	53,474	55,332	57,211	59,278	61,262	63,392	65,835	68,069			
06	MO	3,779	3,908	4,035	4,171	4,305	4,456	4,611	4,768	4,940	5,105	5,283	5,486	5,672			
06	HR	21.72	22.46	23.19	23.97	24.74	25.61	26.50	27.40	28.39	29.34	30.36	31.53	32.60			
09	YR	50,049	51,657	53,474	55,332	57,211	59,278	61,262	63,392	65,835	68,215	70,554	73,059	75,836	78,551	81,390	
09	MO	4,171	4,305	4,456	4,611	4,768	4,940	5,105	5,283	5,486	5,685	5,879	6,088	6,320	6,546	6,783	
09	HR	23.97	24.74	25.61	26.50	27.40	28.39	29.34	30.36	31.53	32.67	33.79	34.99	36.32	37.62	38.98	
14	YR	59,278	61,262	63,392	65,835	68,215	70,554	73,059	75,836	78,551	81,432	84,355	87,362	90,807	94,127	97,426	
14	MO	4,940	5,105	5,283	5,486	5,685	5,879	6,088	6,320	6,546	6,786	7,030	7,280	7,567	7,844	8,119	
14	HR	28.39	29.34	30.36	31.53	32.67	33.79	34.99	36.32	37.62	39.00	40.40	41.84	43.49	45.08	46.66	
17	YR	65,835	68,215	70,554	73,059	75,836	78,551	81,432	84,355	87,362	90,807	94,127	97,593	101,393	104,838	108,597	
17	MO	5,486	5,685	5,879	6,088	6,320	6,546	6,786	7,030	7,280	7,567	7,844	8,133	8,449	8,737	9,050	
17	HR	31.53	32.67	33.79	34.99	36.32	37.62	39.00	40.40	41.84	43.49	45.08	46.74	48.56	50.21	52.01	
19	YR	70,554	73,059	75,836	78,551	81,432	84,355	87,362	90,807	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,645
19	MO	5,879	6,088	6,320	6,546	6,786	7,030	7,280	7,567	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,054
19	HR	33.79	34.99	36.32	37.62	39.00	40.40	41.84	43.49	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.78
21	YR	75,836	78,551	81,432	84,355	87,362	90,807	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,728	125,134	129,414
21	MO	6,320	6,546	6,786	7,030	7,280	7,567	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,061	10,428	10,785
21	HR	36.32	37.62	39.00	40.40	41.84	43.49	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.82	59.93	61.98
23	YR	81,432	84,355	87,362	90,807	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894
23	MO	6,786	7,030	7,280	7,567	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,054	10,428	10,785	11,174	11,574
23	HR	39.00	40.40	41.84	43.49	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52
25	YR	87,362	90,807	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894	143,905	149,083
25	MO	7,280	7,567	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,054	10,428	10,785	11,174	11,574	11,992	12,424

Compensation Grid 14F Unit 214 Minnesota Association of Professional Employees Effective 7/1/2020 – 6/30/2021

This grid applies to Information Technology classes only.

Compensation Grid 14F; Effective dates 07/01/2020 – 06/30/2021

This grid applies to Information Technology classes only.

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Step		01	02	03	04	05	06	07	08	09	10	11	12	13 2	13 4	15 4	16
Range																	
25	HR	41.84	43.49	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52	68.92	71.40
27	YR	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894	143,905	149,083	154,449	160,024
27	MO	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,054	10,428	10,785	11,174	11,574	11,992	12,424	12,871	13,335
27	HR	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52	68.92	71.40	73.97	76.64
29	YR	101,393	104,838	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894	143,905	149,083	154,449	160,024	165,766	171,759
29	MO	8,449	8,737	9,048	9,372	9,709	10,054	10,428	10,785	11,174	11,574	11,992	12,424	12,871	13,335	13,814	14,313
29	HR	48.56	50.21	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52	68.92	71.40	73.97	76.64	79.39	82.26
31	YR	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894	143,905	149,083	154,449	160,024	165,766	171,759	177,939	184,329
31	MO	9,048	9,372	9,709	10,054	10,428	10,785	11,174	11,574	11,992	12,424	12,871	13,335	13,814	14,313	14,828	15,361
31	HR	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52	68.92	71.40	73.97	76.64	79.39	82.26	85.22	88.28

YR - Yearly Rate

MO - Monthly Rate

HR - Hourly Rate

This is the corrected grid.

Compensation Grid 14F Unit 214 Minnesota Association of Professional Employees Effective 7/1/2020 – 6/30/2021

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Compensation Grid 14F; Effective dates 07/01/2020 – 06/30/2021

This grid applies to Information Technology classes only.

Comp Code	Rate	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
Range																	
06	YR	45,351	46,896	48,421	50,049	51,657	53,474	55,332	57,211	59,278	61,262	63,392	65,835	68,069			
06	MO	3,779	3,908	4,035	4,171	4,305	4,456	4,611	4,768	4,940	5,105	5,283	5,486	5,672			
06	HR	21.72	22.46	23.19	23.97	24.74	25.61	26.50	27.40	28.39	29.34	30.36	31.53	32.60			
09	YR	50,049	51,657	53,474	55,332	57,211	59,278	61,262	63,392	65,835	68,215	70,554	73,059	75,836	78,551	81,390	
09	MO	4,171	4,305	4,456	4,611	4,768	4,940	5,105	5,283	5,486	5,685	5,879	6,088	6,320	6,546	6,783	
09	HR	23.97	24.74	25.61	26.50	27.40	28.39	29.34	30.36	31.53	32.67	33.79	34.99	36.32	37.62	38.98	
14	YR	59,278	61,262	63,392	65,835	68,215	70,554	73,059	75,836	78,551	81,432	84,355	87,362	90,807	94,127	97,426	
14	MO	4,940	5,105	5,283	5,486	5,685	5,879	6,088	6,320	6,546	6,786	7,030	7,280	7,567	7,844	8,119	
14	HR	28.39	29.34	30.36	31.53	32.67	33.79	34.99	36.32	37.62	39.00	40.40	41.84	43.49	45.08	46.66	
17	YR	65,835	68,215	70,554	73,059	75,836	78,551	81,432	84,355	87,362	90,807	94,127	97,593	101,393	104,838	108,597	
17	MO	5,486	5,685	5,879	6,088	6,320	6,546	6,786	7,030	7,280	7,567	7,844	8,133	8,449	8,737	9,050	
17	HR	31.53	32.67	33.79	34.99	36.32	37.62	39.00	40.40	41.84	43.49	45.08	46.74	48.56	50.21	52.01	
19	YR	70,554	73,059	75,836	78,551	81,432	84,355	87,362	90,807	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,645
19	MO	5,879	6,088	6,320	6,546	6,786	7,030	7,280	7,567	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,054
19	HR	33.79	34.99	36.32	37.62	39.00	40.40	41.84	43.49	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.78
21	YR	75,836	78,551	81,432	84,355	87,362	90,807	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,728	125,134	129,414
21	MO	6,320	6,546	6,786	7,030	7,280	7,567	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,061	10,428	10,785
21	HR	36.32	37.62	39.00	40.40	41.84	43.49	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.82	59.93	61.98
23	YR	81,432	84,355	87,362	90,807	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894
23	MO	6,786	7,030	7,280	7,567	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,054	10,428	10,785	11,174	11,574
23	HR	39.00	40.40	41.84	43.49	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52
25	YR	87,362	90,807	94,127	97,593	101,393	104,838	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894	143,905	149,083
25	MO	7,280	7,567	7,844	8,133	8,449	8,737	9,048	9,372	9,709	10,054	10,428	10,785	11,174	11,574	11,992	12,424
25	HR	41.84	43.49	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52	68.92	71.40
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27	HR	45.08	46.74	48.56	50.21	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52	68.92	71.40	73.97	76.64

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Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16
Range																	
29	YR	101,393	104,838	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894	143,905	149,083	154,449	160,024	165,766	171,759
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29	HR	48.56	50.21	52.00	53.86	55.80	57.78	59.93	61.98	64.22	66.52	68.92	71.40	73.97	76.64	79.39	82.26
31	YR	108,576	112,460	116,510	120,645	125,134	129,414	134,091	138,894	143,905	149,083	154,449	160,024	165,766	171,759	177,939	184,329
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YR - Yearly Rate

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