UNIT 14: GENERAL PROFESSIONAL

LABOR AGREEMENT BETWEEN THE STATE OF MINNESOTA

AND

THE MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

July 1, 2015 - June 30, 2017

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PREAMBLE

This Agreement is made and entered into this 28th day of October, 2015 by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Association of Professional Employees (MAPE), hereinafter referred to as the Association.

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

If the parties mutually agree during the term of this Agreement, the Agreement may be modified by additional provisions relating to specific conditions covering the terms of employment stated herein. Any Agreement which is to be included as a part of this Agreement must so indicate, must be reduced to writing, and must be signed by the parties to this Agreement.

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

ARTICLE 1
ASSOCIATION RECOGNITION

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

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

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

ARTICLE 2
STRIKES AND LOCKOUTS

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

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

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

ARTICLE 3
DUES DEDUCTION

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

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

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

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

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

ARTICLE 4
NON-DISCRIMINATION

Section 1. Pledge Against Discrimination. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, marital status, sexual preference/orientation (including having or being perceived as having a self image or identity not traditionally associated with one’s biological maleness or femaleness), race, color,

creed, religion, disability, national origin, veterans status for all eligible veterans, current or former public assistance recipient status, political affiliation, age or as defined by statute. The Association shall share equally with the Appointing Authority the responsibility for applying this provision of the Agreement.

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

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

Section 4. General Policy. In order to provide and maintain a productive work environment, it shall be the policy of the Employer and the Association to encourage bargaining unit employees, Association Stewards, supervisors, and managers to interact with each other with mutual respect and dignity, recognizing that legitimate differences will arise. Refer to letter dated August 3, 2005 located in the Letters section of this contract and HR/LR Policy #1432 Respectful Workplace issued April 10, 2015.

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

ARTICLE 5
EMPLOYER RIGHTS

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

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

ARTICLE 6
EMPLOYEE RIGHTS

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

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

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

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

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

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

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

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

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

The Appointing Authority shall not reference the Employee Assistance Program, ADA or FMLA on the employee appraisal form.

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

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

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

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

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

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

- developing a plan and budget for training based upon needs analysis, promoting access to training for all employees,

- ensuring that training and development plans are prepared, updated and discussed by management, supervisor, and employee as part of the employee performance communication process at three (3) organizational levels: 1) agency, 2) work unit, and 3) individual employee development, and

- ensuring that the individual employee development plan is developed jointly by the individual employee and the supervisor, is based upon needs analysis, and is consistent with the mission and needs of the agency.

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

- working in partnership with individual employees to assess training needs and coordinate agency, work unit, and individual employee development plans,

- ensuring implementation of employee development plans,

- incorporating training and development into the performance management process, and

- seeking to improve management/supervisory skills in employee development.

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

- working in partnership with supervisors and managers to meet the agency, work unit, and their own training and development needs, and

- actively searching for training opportunities within State service and elsewhere.

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

Section 8. Membership in Professional Organizations. In each fiscal year, the Appointing Authority may reimburse each employee in the bargaining unit for membership dues paid to professional organization(s) related to the employee's job, up to a maximum of three hundred and fifty dollars ($350.00), provided the Appointing Authority determines that such funds are available. Employees shall request the reimbursement in writing, and the Appointing Authority shall respond in writing within a reasonable period of time. However, the Appointing Authority will not reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of employees with the Employer.

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

ARTICLE 7
ASSOCIATION RIGHTS

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

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

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

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

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

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

Section 7. Association Security.

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

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

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

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

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

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

ARTICLE 8
DISCIPLINE AND DISCHARGE

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

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

Section 3. Disciplinary Action.

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

1. Oral reprimand (not arbitrable)

2. Written reprimand

3. Suspension, paid or unpaid: The Appointing Authority may, at its discretion, require the employee to utilize vacation hours from the employee's accumulated vacation balance in an amount equal to the length of the suspension. All suspensions must be served away from the worksite.

4. Demotion

5. Discharge

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9
GRIEVANCE PROCEDURE

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

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

A. **Operating Terms**:

1. The term "days" shall mean calendar days, unless otherwise specified.

2. The term "employee" shall mean an individual or group of employees, or the Association, as long as the individual or group of employees are members of the bargaining unit.

3. The term "Association Steward" shall mean those individuals designated by the Association in accordance with Section 2C of this Article and in Article 7, Association Rights, Sections 7A and 7C.

B. **Time Limits**:

1. If a grievance is not presented on behalf of the employee within a time limit set forth in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or agreed extension thereof, it shall be considered as settled on the basis of the Appointing Authority or designee's last answer.

2. It is expected that the Appointing Authority shall respond to the grievance in a timely manner. However, if no response is received, then the Association may move the grievance to the next level.

3. The time limits in each step may be extended by mutual written agreement of the Appointing Authority or designee and the Association at each step.

4. By the mutual agreement of the Association and the Appointing Authority, the parties may waive Steps 1 and/or 2.

C. **General Principles**:

1. **Grievance Files**. Grievance files shall be maintained separately from official personnel files.

2. **Non-Precedence**. Upon mutual written agreement, a grievance may be withdrawn at any step without establishing a precedent.

3. **Disclosure**. Upon request, both the Association and the Appointing Authority agree to disclose all documents and information which a party intends to introduce at the hearing, which may include all investigative data on employees after the investigation is completed, and a listing of possible witnesses, to each other, prior to arbitration. Any costs involved in reproducing documents shall be borne by the party requesting disclosure.

4. **Meetings**. Meetings at all grievance steps will be established by mutual agreement between the Association and the Appointing Authority.

5. **Release Time**. The Association Steward(s) and the grieving employee(s) as specified in 6 below shall be allowed a reasonable amount of time without loss of pay during working hours to investigate and present the employee's grievance(s) to the Appointing Authority. However, reasonable time off without loss of pay shall not include travel time if the travel time to and from exceeds thirty (30) minutes. Notwithstanding the foregoing, the Chief Association Steward and the Chief designee in each greater Minnesota Region shall be allowed up to one hour and thirty minutes travel time for the purposes described herein. The Association Steward(s) involved and the grieving employee shall not leave work or disrupt departmental routine to investigate and present grievances without first requesting permission from their immediate supervisor(s), which shall not be unreasonably withheld.

Regardless of the step, any Association steward who is participating as a steward in training must secure time off to participate by use of vacation, compensatory time or leave without pay. Refer to letter dated August 20, 1999 located in the letters section of this contract, letter number 2.

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

   The following individuals may participate in Steps 1 and 2:

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

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

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

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

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

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

Section 3. Procedure.

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

Formal

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

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

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

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

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

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

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

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

A. **Grievances Eligible**.

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

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

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

C. **Miscellaneous**.

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

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

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

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

Section 6. Veterans Arbitration Option. If an employee/former employee pursues an appeal procedure under Minn. Stat. 197.46 (or other applicable Veterans' Preference Law), the employee/former employee shall be precluded from making an appeal under the arbitration provisions of this agreement.

ARTICLE 10
VACATION LEAVE

Section 1. General Conditions.

A. **Eligibility**. All employees except intermittent employees, emergency employees, and temporary employees shall be eligible employees for the purpose of this Article. However, intermittent employees shall become eligible employees for the purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period. Temporary unclassified employees appointed for periods longer than six (6) months shall be considered eligible for purposes of this Article. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue vacation leave.

B. **Crediting and Use of Vacation Upon Entry**. Upon entry into State service, an eligible employee shall be credited with forty (40) hours of vacation leave. If a current employee in State service in a position that is not eligible for vacation is appointed to a MAPE position that is eligible for vacation, he/she shall be credited with forty (40) hours of vacation leave. Such credit shall be reduced proportionately as vacation leave is accumulated. Vacation hours credited upon entry to State service but not offset by accumulated vacation prior to separation from State service shall not be eligible for liquidation. If a current employee in State service is appointed to a MAPE position and that employee has his/her accumulated vacation leave hours transferred, the employee shall not be credited with additional vacation leave hours. Use is subject to Section 3, Vacation Period, of this Article.

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

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

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

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

Changes in accrual rates shall be made effective at the beginning of the next payroll period following completion of the specified length of service requirement.

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

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

An eligible employee reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement from any branch of Minnesota State government, shall accrue vacation leave with the same credit for length of service that existed at the time of such separation. This method shall not be used to change any length of service requirements determined prior to July 1, 1983.

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

An eligible employee who moves without a break in service to a MAPE position from any other position in any branch of Minnesota State government shall have his/her accumulated but unused vacation leave transferred, provided that the total amount of accumulated vacation does not exceed two hundred and seventy-five (275) hours.

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

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

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

2. The employee must have been in a vacation eligible position with the previous public sector employer;

3. The employee must provide the necessary documentation demonstrating his/her previous vacation eligibility status;

4. The amount of the length of service credit granted is at the discretion of the Appointing Authority.

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

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

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

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

Section 3. Vacation Period. Every reasonable effort shall be made by the Appointing Authority to schedule employee vacations at a time agreeable to the employee insofar as work unit staffing permits. If it is necessary to limit the number of employees within or among classifications on vacation at the same time and in the event of any conflict over vacation periods, the vacation schedules shall be established on the basis of bargaining unit seniority within the employee's work location. Bargaining unit seniority is defined as an employee's continuous length of service in Association represented positions with the State of Minnesota. Whenever practicable, employees shall submit written requests for vacation at least two (2) weeks in advance of their vacation to their supervisor on forms furnished by the Appointing Authority. When advance written requests are impracticable, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to all vacation requests promptly and shall answer all written requests in writing.

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

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

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

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

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

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

Section 6. Vacation Transfer and Liquidation. An employee who transfers from one Appointing Authority to another shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment in whole or in part; however, if an employee moves to a vacation-ineligible position, the accumulated vacation leave shall be liquidated by cash payment. Except for employees who are separated from State service prior to completion of six (6) months of continuous service or those separated due to layoff or death, employees who are separated from State service shall have all unused vacation leave and severance pay as described in Article 13 converted to a MSRS Health Care Savings Plan account. The amount converted will be based on his/her then current rate of pay for all vacation leave and severance pay to his/her credit at the time of separation. Amounts of combined vacation and severance payments of less than five hundred dollars ($500.00) shall be paid in cash. Employees who are laid off shall be compensated in cash at his/her then current rate of pay for all vacation leave to his/her credit at the time of layoff. However, in no case shall the amount of vacation liquidated exceed two hundred sixty (260) hours except in case of death. Employees who are laid off and are unable to reduce their accumulated vacation below two hundred sixty (260) hours prior to their layoff date shall have hours in excess of two hundred sixty (260) restored to their credit upon reinstatement, recall or reemployment. Upon the mutual agreement of the employee and the supervisor, seasonal employees shall be allowed to liquidate all, none, or a portion of their accumulated vacation balances in cash prior to their seasonal or temporary layoff.

ARTICLE 11
HOLIDAYS

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

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

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

All eligible employees shall receive one (1) floating holiday each fiscal year of the Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The supervisor may waive the fourteen (14) day advance notice if staffing needs permit. The Appointing Authority may limit the number of employees that may be absent on any given day subject to the operational needs of the Appointing Authority. Floating holidays may not be accumulated or paid off.

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

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

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

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

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

Temporary or temporary unclassified employees as defined in Section 1 shall receive a holiday if they work the day before and the day after the holiday. If they work on a holiday, employees shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accord with the schedule set forth in Appendix B.

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

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

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

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

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

ARTICLE 12
SICK LEAVE

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

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

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

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

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

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

Section 3. Sick Leave Use. An employee shall be granted sick leave with pay to the extent of his/her accumulation for absences necessitated by the following conditions:

A. **Employee**.

1. Illness or disability.

2. Medical, chiropractic or dental care.

3. Exposure to contagious disease so that the employee's attendance on duty may endanger the health of fellow employees or the public.

4. Upon request of the employee, a birth mother shall be allowed to use six (6) weeks or more, if certified as necessary by a medical provider, of accumulated sick leave for the birth of a child.

5. Employees with a disability requiring the use of a service dog may use sick leave and/or vacation leave to attend the initial training for service dog handling. Employees who do not have sufficient leave accruals to attend the initial training for service dog handling shall be credited with up to forty (40) hours of vacation leave to be used for this purpose. Such credit shall be reduced proportionately as vacation leave is accumulated.

B. **Others**. Sick leave shall also be granted with pay for the following reasons.

1. Illness of the following persons living in the employee's household: his/her spouse, dependent children, stepchildren, foster children, (including wards and children for whom the employee is the legal guardian), parents or stepparents for such periods asthe employee's attendance may be necessary. Sick leave may also be used for the illness or injury of other family members as provided by state law.

2. Illness of a minor child, whether or not the child lives in the employee's household, for such periods as the employee's attendance may be necessary.

3. To accompany the employee's spouse, minor or dependent children, stepchildren, and foster children (including wards and children for whom the employee is the legal guardian), to dental or medical appointments for such reasonable periods as the employee's attendance is necessary.

4. To arrange for necessary nursing or hospice care for members of the family as described in paragraphs B(1) and B(2) above regardless of the family member's location of residence. Sick leave for this reason shall be limited to not more than five (5) days.

5. Birth or adoption of a child. Sick leave for this reason shall be limited to not more than five (5) days.

6. With prior notice, an employee may use sick leave to accompany a parent to a medical and/or dental appointment.

See letter dated August 15, 2014 for additional information regarding use of sick leave, including the use of sick leave for additional family members and for safety leave.

C. **Safety Leave**. Sick leave may be used for safety leave for the employee or the employee's relatives as provided by state law.

D. **Bereavement Leave**. The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents and grandparents of the spouse or parents/step parents, grandparents, guardian, children, grandchildren, brothers, sisters, stepbrothers, stepsisters, wards, or stepchildren of the employee. In addition, sick leave, limited to eight (8) hours, shall be granted in the case of the death of a parent of the employee's minor child. The supervisor shall make a reasonable effort to adjust the hours of an employee in order to permit his/her attendance at the funeral of a co-worker.

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

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

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

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

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

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

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

ARTICLE 13
SEVERANCE PAY

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

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

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

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

Section 2. Health Care Savings Plan. Employees who, for reasons other than layoff or death, are eligible to receive severance pay will have one hundred percent (100%) of severance pay, as defined in Section 1 above, and one hundred percent (100%) of vacation pay converted to an MSRS health care savings plan account. Employees who do not meet the requirements for the health care savings plan account, or whose combined severance and vacation pay totals less than five hundred dollars ($500) will continue to receive their severance and vacation payments in cash.

ARTICLE 14
LEAVES OF ABSENCE

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

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

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

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

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

A. **Military Reserve Training**. In accordance with Minn. Stat. 192.26, up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military or naval reserves of the United States or of the State of Minnesota who are ordered or authorized by the appropriate authorities to engage in training or active service. The employee shall make every reasonable effort to promptly inform the Appointing Authority of the dates of duty upon receiving any notification of duty. Such notice must occur within three (3) calendar days of the employee’s knowledge of the need for the leave.

B. **Jury Duty**. Leave shall be granted for selection of and service upon a jury. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work. Whenever practicable, the employee shall notify the Appointing Authority at least fourteen (14) days prior to his/her scheduled jury duty.

C. **Court Appearance**. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job related purposes other than those instituted by the employee or the Association. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid the employee's regular rate of pay but shall remit to his/her Appointing Authority the amount received, exclusive of court-paid expenses, for serving as a witness, as required by the court.

D. **Voting Time**. Any employee who is entitled to vote in any statewide primary, Presidential primary, general election, or in an election to fill a vacancy in the office of a representative in Congress or in the office of state senator or state representative may absent himself/herself from work for the purpose of voting during such election day, provided the employee has made prior arrangements for such absence with his/her immediate supervisor.

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

F. **Emergency Leave**. The Commissioner of Minnesota Management & Budget, after consultation with the Commissioner of Public Safety, may excuse employees from duty with full pay in the event of a natural or man-made emergency if continued operation would involve a threat to the health or safety of the individuals.

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

H. **Transition Leave as a Result of Layoff**. At the Appointing Authority's discretion, an employee under notice of permanent layoff may continue in payroll status for up to eighty (80) hours of paid leave prior to his/her date of layoff. Such leave shall not be subject to the provisions of Section 5, Reinstatement After Leave, of this Article.

I. **Transition Leave as a Result of Non-Certification**. An employee who is non-certified from one Appointing Authority and who has rights back to return to a previous position with another Appointing Authority may be placed on paid transition leave by that receiving Appointing Authority for up to forty (40) hours from the effective date of the non-certification.

J. **Investigatory Leave**. See Article 8, Section 4.

K. **Paid Administrative Leave**. At the Appointing Authority's discretion, an employee may be placed on paid administrative leave for up to thirty (30) calendar days when the employee has been involved in a critical incident or when his/her continued presence in the workplace poses a risk to the employee or the organization. The Association will be provided with notification at the time the employee is placed on the leave. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than another thirty (30) calendar days. Any extension(s) of longer duration must be mutually agreed to between the Appointing Authority and the Association. At the request of the Association, the Appointing Authority will provide information to the Association regarding the status of the employee on the leave. It is the Appointing Authority's policy to return an employee to active duty status as soon as it is practical and prudent.

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

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

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

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

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

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

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

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

   At an employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave used must have been accumulated prior to the start of the military leave. Prior to taking military leave, the employee shall be allowed a reasonable amount of time to meet with Human Resources to discuss and explain the rights and benefits available to the employee and his or her family while on military leave. At the request of the employee, a union steward or Association representative may be present.

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

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

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

E. **Parenthood**. Parenthood leaves of absence shall be granted to a birth parent(s) or adoptive parent(s) and who requests such leave in conjunction with the birth or adoption of a child. Requests for parenthood leave shall be submitted at least six (6) weeks in advance of the anticipated due date or adoption date, if possible. However, such leave shall be requested within the first three (3) months following the birth or adoption of a child. Parenthood leave shall commence on the date requested by the employee, and shall continue up to six (6)

months. If both parents elect to take Parenthood leave, such leave may be taken either concurrently or consecutively. Such leave must be completed within one (1) year following the birth or adoption of a child. Sick leave or vacation used following the birth or adoption of the child will run concurrently with the six (6) months of Parenthood leave.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 15
SENIORITY

Section 1. Definitions.

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

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

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

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

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

4. **Reallocations**. Class seniority for employees whose positions are reallocated to an equal or lower class after July 1, 1981, shall include service in the class from which they were reallocated, regardless of whether or not the class is a related class in accord with this section.

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

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

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

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

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

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

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

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

ARTICLE 16
VACANCIES, FILLING OF POSITIONS

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

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

A. The employee's ability to perform the job;

B. The employee's qualifications to perform the job;

C. The employee's interest in the job;

D. The employee's current workload;

E. The employee's Classification/Class Option Seniority.

Section 3. Job Posting and Interest Bidding. Whenever a vacancy occurs which the Appointing Authority determines to fill, the Appointing Authority shall post the vacancy on bulletin boards in the seniority unit or by electronic posting for a minimum of seven (7) calendar days or through such procedures as are otherwise agreed to between the Association and the Appointing Authority. The job posting shall include: the division, section, classification/class option, employment condition, and location of the vacancy. A copy of the posting shall be furnished to the Association. Upon notice to the Association, the vacancy need not be posted if no one is eligible to bid. The Association may post copies of any electronic postings on their designated Association bulletin board. Permanent non-probationary classified employees in the seniority unit in the same classification/class option may interest bid on the filling of such vacancy by submitting a written application to the Appointing Authority on or before the expiration date of the posting. An employee who is selected for a position through interest bidding shall not be eligible for interest bidding for six (6) months from the date the employee reports to the new position.

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

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

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

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

At the Appointing Authority's discretion and when adequate time permits, positions in the unclassified service may be posted for seven (7) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees may notify the Appointing Authority that they wish to be considered for the positions, however, non-selection shall not be grievable under Article 9 of this agreement.

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

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

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

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

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

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

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

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

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

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

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

3. **Voluntary Demotion**. If a voluntary demotion is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary demotion; or

4. **Bargaining Unit Layoff List/Same Classification**. If a Bargaining Unit Layoff List/Same Classification is to be used, selection shall be made from among qualified employees whose names appear on the list; or

5. **Voluntary Transfer**. If a voluntary transfer within or between seniority units and/or classes is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary transfer. If an employee within the seniority unit submits a request to transfer during the posting period under Section 3 accompanied by a request to interview and substantial evidence of qualification for the position, the Appointing Authority shall grant an interview. Nothing in this section shall be construed to require a standard for the non-selection of the interviewed employee.

   An interview must only be granted if the position is not filled through interest bidding, recall from the seniority unit layoff list, or claiming. Employees who fill vacancies through this method shall have a twenty one (21) calendar day trial period during which time they may elect to return to their previous position; or

6. **Bargaining Unit Layoff List/Other Job Classification**. If a Bargaining Unit Layoff List/Other Classification is to be used, selection shall be made from among qualified employees whose names appear on the list; or

7. **Reinstatement**. If reinstatement is to be used, selection shall be made by reinstating a former employee; or

8. **Other**. The Appointing Authority may also use any other appointment procedure pursuant to statute.

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

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

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

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

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

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

A. **Effect of Change in Position Allocation on the Filling of Positions**. When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of this position, such positions shall be considered vacant under the provisions of this Article and filled in accordance with Sections 1-4.

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

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

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

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

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

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

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

If the Appointing Authority decides that an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, upon notice to the Association and the employee, the Appointing Authority may extend the period, not to exceed six (6) months. If the Appointing Authority extends any employee's probationary period, the Appointing Authority shall provide the employee with the reason(s) for the extension. The supervisor shall meet with the employee and the Association to discuss the extension when the employee requests such a meeting. In addition, the employee shall receive at least one performance review at the midpoint of the extension period.

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

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

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

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

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

Section 8. Non-Certification. When an Appointing Authority does not certify a probationary employee, the employee shall have the right to a meeting with the Appointing Authority or designee to discuss the non-certification decision. Upon request, the employee shall have the right to Association representation during the meeting. Non-certification decisions are not subject to the grievance procedure. If non-certified after a trial period, see Section 7 above.

ARTICLE 17
LAYOFF AND RECALL

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

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

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

Upon request, and when possible, an Appointing Authority shall meet and confer with the Association when it has determined that layoffs will be made for budgetary reasons.

Section 3. Permanent Layoff.

A. **Layoff Procedures**.

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

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

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

The Appointing Authority may establish a date, up to seven (7) days prior to the effective date of the layoff, by which employees must choose the layoff option they will exercise. This date shall be indicated in the written notice of layoff.

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

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

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

4. **Layoff Options**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. **Layoff List**.

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

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

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

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

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

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

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

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

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

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

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

   1. Recall to a permanent position from the seniority unit or bargaining unit/same class layoff list. An employee who is recalled to a seniority unit other than the one from which he/she was laid off, who does not successfully complete the probationary period, shall be restored to the seniority unit layoff list for the remainder of the time period originally provided in Section 3(E).

   2. Failure to accept recall to a position which meets the availabilities specified by the employee except that the employee shall remain on the seniority unit and bargaining unit layoff list(s) for former classes in a higher salary range than the class to which the employee refused recall.

   3. Appointment to a permanent position in a class which is equal to or higher than the one for which the employee is on the layoff list(s). An employee who does not successfully complete the probationary period shall be restored to the seniority unit layoff list for the remainder of the time period originally provided in Section 3(E).

   4. Resignation, retirement, or termination.

Section 4. Seasonal Layoff.

A. **Layoff Procedure**.

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

2. **Advance Notice**. The Appointing Authority shall notify the Association President of the classification(s), number of positions, and the employment condition(s) to be seasonally laid off twenty-one (21) calendar days whenever practical but at least fourteen (14) calendar days prior to the effective date of the anticipated layoff. At least fourteen (14) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the estimated length of the layoff period, to all employee about to be laid off.

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

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

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

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

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

1. failure to accept recall to a seasonal position;

2. resignation, retirement, or termination from State service;

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

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

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

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

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

ARTICLE 18
EXPENSE ALLOWANCES

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

Section 2. Vehicle Expense. When a State-owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Department records.

When a State-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of seven (7) cents less than the current Federal IRS mileage reimbursement rate on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business.

Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry vehicle insurance coverage beyond that required by law.

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

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

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

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

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

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

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

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

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

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

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

A. **Breakfast**.

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

B. **Noon Meal**.

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

C. **Dinner**.

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

D. **Reimbursement Amount**.

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

Breakfast	$ 9.00
Lunch	$11.00
Dinner	$16.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	$11.00
Lunch	$13.00
Dinner	$20.00

The metropolitan areas are:

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

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

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

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

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

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

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

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

ARTICLE 19
RELOCATION ALLOWANCES

Section 1. Authorization.

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

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

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

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

1. are required by an Appointing Authority to change residence as a condition of employment.

2. must accept a layoff option beyond thirty-five (35) miles because no vacancy or bumping option is available within thirty-five (35) miles.

3. accept a promotion.

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

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

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

- claim a vacant position in another Seniority Unit, as provided in Article 16, Section 4(B),

- are recalled to a new work location from a Seniority Unit or Bargaining Unit Layoff List,

- request a voluntary transfer, demotion or reassignment,

- move to a new position as a result of a bid/expression of interest, as provided in Article 16, Section 3.

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

A. **Travel Status**. An employee eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days or until the date of the move to the new permanent residence, whichever comes first, and shall be allowed standard travel expenses to return to his/her permanent residence, once a week while being lodged at his/her new station, or, by mutual agreement between the employee and the Appointing Authority the employee may travel between his/her permanent residence, and his/her new work station on a daily basis. If the first option is used, standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period. Employees shall not receive mileage reimbursement for daily commuting to work from the temporary residence.

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

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

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

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

E. **Documented Miscellaneous Expenses**. The employee shall be reimbursed up to a maximum of one thousand dollars ($1,000.00) for the necessary miscellaneous expenses directly related to the move. At their sole discretion, Appointing Authorities may authorize payment of additional relocation expenses up to the amount of seven hundred eighty-five dollars ($785.00). These expenses may include, but are not limited to, fees involved in the purchase of housing in the new location, disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the reasonable transportation costs of the employee's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article 18, Expense Allowances), or other direct costs associated with rental, purchase, or sale of a residence, including, but not limited to, attorney fees, loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees and government recording and transfer fees; fees for inspections or other services required by law or local ordinances.

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

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

ARTICLE 20
INSURANCE

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

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

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

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

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

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

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

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

4. **Separated Employees Under M.S. 43A.27**. Pursuant to M.S. 43A.27, Subdivision 3a(1), an employee who separates from State service and who, at the time of separation has five (5) or more years of allowable pension service and is entitled to immediately receive an annuity under a State retirement program and, who is not eligible for regular (non-disability) Medicare coverage, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

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

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

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

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

2. **Children**.

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

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

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

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

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

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

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

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

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

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

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

D. **Continuation Coverage**. Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:

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

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

A. **Full Employer Contribution - Basic Eligibility**. Employees covered by this Agreement who are scheduled to work at least seventy-five (75) percent of the time are eligible for the full Employer Contribution. This means:

1. Employees who are scheduled to work at least eighty (80) hours per pay period for a period of nine (9) months or more in any twelve (12) consecutive months.

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

B. **Partial Employer Contribution - Basic Eligibility**. The following employees covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the employee's option, a partial Employer Contribution for health and dental coverages if they are scheduled to work at least fifty (50) percent but less than seventy-five (75) percent of the time. This means:

1. Employees who hold part-time appointments and who are scheduled to work at least forty (40) hours but less than sixty (60) hours per pay period for twelve (12) consecutive months.

2. Employees who hold part-time appointments or seasonal employees and who are scheduled to work at least one thousand forty four (1044) hours over a period of any twelve (12) consecutive months.

The partial Employer Contribution for health and dental coverages is fifty (50%) percent of the full Employer Contribution for both employee only and dependent coverage.

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

1. **DNR Employees**. An employee of the Department of Natural Resources may meet the basic requirements for a full or partial Employer Contribution based on a combination of seasonal and temporary project employment, as described in Section 2B1.

2. **Employees on Layoff**. A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been permanently or seasonally laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for an extended benefit eligibility period of six (6) months from the date of layoff.

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

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

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

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

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

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

4. **Corrections Early Retirement Incentive**.

   a. **Corrections Early Retirement Incentive Options**. Any employee who is employed in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) shall be eligible to retire under one of the following Corrections Early Retirement Incentive programs if the conditions for eligibility as set forth in Section 3C4b below are met.

      1) **Pre-Fifty-Five Corrections Early Retirement Incentive**. Any employee who attains the age of fifty (50) after the effective date and before the expiration date of the contract and who in the preceding three (3) years of his/her retirement is employed in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) and who retires at or after his/her fiftieth (50th) birthday but before his/her fifty-fifth (55th) birthday shall be entitled to participate in the Pre-Fifty-Five (55) Corrections Early Retirement Incentive in accordance with the provisions set forth in Section 3C4b below.

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

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

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

b. **Conditions for Eligibility**.

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

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

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

c) Employees eligible to receive an Employer contribution for health and dental coverage immediately prior to taking advantage of the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) shall continue to receive an Employer contribution for themselves and their enrolled dependents until the employee attains the age of sixty-five (65).

d) An employee who retires with no Employer contribution for dependent coverage or who terminates dependent coverage following retirement may add a dependent in accordance with Section 5B1; however, that employee shall not subsequently be eligible for an Employer contribution for dependent coverage except when the dependent is the employee's spouse and the spouse immediately at the time of their retirement is enrolled in SEGIP and is receiving an Employer contribution for health and dental insurance.

e) Receipt of the Corrections Early Retirement Incentive benefits is contingent upon completion of all the required forms and continued payment of the required premium by the employee.

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

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

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

a) Employees must have a minimum cumulative total of ten (10) years of service in a classification covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) at the time of his/her date of retirement. Any time spent in a classification that is not covered under the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) will not satisfy, and will not be combined with covered time to satisfy, the required time.

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

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

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

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

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

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

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2016. The Employer Contribution amounts and rules in effect on June 30, 2015 will continue through December 31, 2015.

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

1. **Employee Coverage**. Beginning on January 1, 2015, for employee health coverage, the Employer contributes an amount equal to ninety-five percent (95%) of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).

2. **Dependent Coverage**. For dependent health coverage for the 2016 and 2017 plan years, the Employer contributes an amount equal to eighty-five percent (85%) of the dependent premium of Advantage.

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

1. **Employee Coverage**. For employee dental coverage, the Employer contributes an amount equal to the lesser of ninety percent (90%) of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee. However, for calendar years beginning January 1, 2016, and January 1, 2017, the minimum employee contribution shall be five dollars ($5.00) per month.

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

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

Section 5. Coverage Changes and Effective Dates.

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

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

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

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

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

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

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

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

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

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

c. A change in employment status of the employee, or the employee's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.

d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age or otherwise no longer meets the eligibility requirements under Section 2C.

e. A change in the place of residence of the employee, retiree or their spouse or dependent.

f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).

g. Family Medical Leave Act (FMLA) leave.

h. Judgments, decrees or orders.

i. A change in coverage of a spouse or dependent under another Employer's plan.

j. Open enrollment under the plan of another Employer.

k. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.

l. A COBRA-qualifying event.

m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).

n. Entitlement to Medicare or Medicaid.

o. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.

2. **Canceling Dependent Coverage During Open Enrollment**. In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).

3. **Canceling Employee Coverage**. A part-time employee may also cancel employee coverage within sixty (60) days of when one of the life events set forth above occurs.

4. **Effective Date of Benefit Termination**. Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible employee or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible employee status.

C. **Effective Date of Coverage**.

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

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

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

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

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

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

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

D. **Open Enrollment**.

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

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

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

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

Section 6. Basic Coverages.

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

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

2. **Coverage Under the Minnesota Advantage Health Plan**. From July 1, 2015 through December 31, 2015, health coverage under the SEGIP will continue at the level in effect on June 30, 2015. Effective January 1, 2016, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

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

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

2) **Benefit Level**. The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

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

4) **Advantage Benefit Chart for Services Incurred During Plan Years 2016 and 2017**.

2016 and 2017 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	$7150/300	$250/500	$550/1,100	$1,250/2,500
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) $25 2) $30	1) $30 2) $35	1) $60 2) $65	1) $80 2) $85
In-Network Convenience Clinics and Online Care (deductible waived)	$10	$10	$10	$10
Emergency room copay	$100	$100	$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum

2016 and 2017 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Facility copays • Per inpatient admission (waived for admission to Center of Excellence) • Per outpatient surgery	$100 $60	$200 $120	$500 $250	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	10%	20%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	20% (80% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50	Tier 1: $14 Tier 2: $25 Tier 3: $50
Maximum drug out-of-pocket limit (S/F)	$800/$1,600	$800/$1,600	$800/$1,600	$800/$1,600
Maximum non-drug out-of-pocket limit (S/F)	$1,200/$2,400	$1,200/$2,400	$1,600/$3,200	$2,600/$5,200

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

Services received from, or authorized by, a primary care physician within the primary care clinic. Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one

hundred (100%) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

c. **Services not requiring authorization by a primary care physician within the primary care clinic**.

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

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

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

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

d. **Prescription drugs**.

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

For the first and second year of the contract:

Tier 1 copayment: Fourteen dollar ($14) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: Twenty-five dollar ($25) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: Fifty dollar ($50) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

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

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

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

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

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

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

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

1) Mental health services – inpatient or outpatient.

2) Chemical dependency services – inpatient and outpatient.

3) Chiropractic services.

4) Transplant coverage.

5) Cardiac services.

6) Home infusion therapy.

7) Hospice.

f. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage**. If these individuals use the plan administrator's national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below. All terms and conditions outlined in the Summary of Benefits will apply.

g. **Children living with an ex-spouse outside the service area of the employee's plan administrator**. Covered children living with former spouses outside the service area of the employee's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below.

h. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage**. (This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including spouses living out sabbatical leaves) and all dependent children (including college students) and of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.

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

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

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

In the first and second years of the contract, coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand two hundred dollars ($1,200) per person or two thousand four hundred dollars ($2,400) per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; one thousand six hundred dollars ($1,600) per person or three thousand two hundred dollars ($3,200) per family for members whose primary care clinic is in Cost Level 3; and two thousand six hundred dollars ($2,600) per person or five thousand two hundred dollars ($5,200) per family for members whose primary care clinic is in Cost Level 4.

j. **In-Network Convenience Clinics and Online Care**. Services received at in-network convenience clinics and online care are subject to a ten dollar ($10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic and online care visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e).)

3. **Benefit Level Two Health Care Network Determination**. Issues regarding the health care networks for the 2017 insurance year shall be negotiated in accordance with the following procedures:

a. At least twelve (12) weeks prior to the open enrollment period for the 2017 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only

providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2016 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

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

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

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

a. **Develop programs**.

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

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

b. **Health plan specification**. The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.

c. **Employee participation**. The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the employee's

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

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

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

B. **Employee Life Coverage**.

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

Employee's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
$10,000 - $15,000	$15,000	$15,000
$15,001 - $20,000	$20,000	$20,000
$20,001 - $25,000	$25,000	$25,000
$25,001 - $30,000	$30,000	$30,000
$30,001 - $35,000	$35,000	$35,000
$35,001 - $40,000	$40,000	$40,000
$40,001 - $45,000	$45,000	$45,000
$45,001 - $50,000	$50,000	$50,000
$50,001 - $55,000	$55,000	$55,000
$55,001 - $60,000	$60,000	$60,000
$60,001 - $65,000	$65,000	$65,000
$65,001 - $70,000	$70,000	$70,000
$70,001 - $75,000	$75,000	$75,000
$75,001 - $80,000	$80,000	$80,000
$80,001 - $85,000	$85,000	$85,000
$85,001 - $90,000	$90,000	$90,000
Over $90,000	$95,000	$95,000

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

Section 7. Optional Coverages.

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

1. **Coverage Options**. Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 7A2.

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

   a. **Copayments**. Effective January 1, 2016, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

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

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

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

c. **Annual maximums**. State Dental Plan coverage is subject to a one thousand five hundred dollar ($1,500) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

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

B. **Life Coverage**.

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

4. **Spouse**. An employee may purchase up to five hundred thousand dollars ($500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An employee who becomes eligible for insurance may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

5. **Children/Grandchildren**. An employee may purchase life insurance in the amount of ten thousand dollars ($10,000) as a package for all eligible children/grandchildren (as defined in Section 2A2 and 2A3 of this Article). For a new employee, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of

coverage as defined in this Article, Section 5C. An employee who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.

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

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

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

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

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

C. **Disability Coverage**.

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

2. **Long-term Disability Coverage**. New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open

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

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

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

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

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

ARTICLE 21
TRANSFERS BETWEEN DEPARTMENTS

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

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

ARTICLE 22
HEALTH AND JOB SAFETY

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

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

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

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

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

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

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

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

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

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

ARTICLE 23
HOUSING

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

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

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

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

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

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

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

ARTICLE 24
WAGES

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

Section 2. Conversion. Effective July 1, 2015, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix F-1, except as set forth below.

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

In the event the July 1, 2015, maximum rate set forth in Appendix F-1 is equal to or less than the employee's current salary, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of June 30, 2015.

Section 3. First Year Wage Adjustment. Effective July 1, 2015, all salary ranges and rates for classes covered in this Agreement shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in Appendix E-1. Employees shall convert to the new compensation grid as provided in Section 2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Section 4. Second Year Wage Adjustment. Effective July 1, 2016, all salary ranges and rates shall be increased by two and one-half percent (2.5%), rounded to the nearest cent. Salary increases provided by this Section shall be given to all employees including those employees whose rates of pay exceed the maximum rate for their class. The compensation grids for classes covered by this Agreement are contained in Appendix E-2. Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

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

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

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

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

Section 6. Achievement Awards. At the Appointing Authority's discretion, an employee who has demonstrated outstanding performance may receive one (1) achievement award per fiscal year in a lump sum amount not to exceed one thousand dollars ($1,000.00) or a one (1) step in range adjustment. The receipt of an achievement award as a step increase shall not affect the timing of future progression increases. In no instance during a fiscal year shall achievement awards be granted to more than thirty-five percent (35%) of the number of employees authorized at the beginning of the fiscal year.

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

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

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

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

Section 7. Salary Upon Class Change.

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

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

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

D. **Demotion in Lieu of Layoff**. An employee who demotes as part of the layoff procedure in Article 17 of this Agreement shall retain his/her current rate of pay or the rate of pay at the top of the pay range of the class to which he/she demotes, whichever is less.

E. **Demotion for Cause**. An employee who is demoted for cause shall receive a salary rate within the range for the class to which he/she is demoted.

F. **Return During Probationary Period**. An employee who does not achieve permanent status and returns to his/her former class, shall have his/her salary restored to the same rate of pay the employee would have received had he/she remained in the former class.

G. **Reallocation Downward**. If a position is reallocated to a class in a lower salary range and the salary of the employee exceeds the maximum of the new range, the employee shall be placed in the new class and shall retain his/her current salary. In addition, the employee shall receive all across-the-board increase adjustments provided by this Agreement.

Section 8. Work Out of Class. When an employee is expressly assigned to perform substantially all of the duties of a position allocated to a different classification that is temporarily unoccupied, and the work out of class assignment exceeds ten (10) consecutive work days in duration, the employee shall be paid for all such hours at the employee's current salary when assigned to work in a class which is a transfer or demotion. For a class which is a promotion, an employee shall receive an increase to the minimum rate of the new class or at least one (1) step higher than the employee's current salary, whichever is greater. When an employee is on a layoff list, the employee shall be paid as provided above or the maximum step previously achieved by the employee, whichever is greater. No work out of class assignment shall extend beyond twelve (12) months.

Section 9. Shift Differential. Shift differential for employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 7:00 P.M. shall be sixty-five cents ($0.65) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave. Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential.

Section 10. Injury on Duty.

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

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

1. transfer of the Workers' Compensation benefits to the state to be credited to the employee's sick leave or vacation accrual in proportion to the amount of compensation received and accept sick leave or vacation time for the compensable sickness or injury; or

2. keep the Workers' Compensation benefits and supplement same from accumulated sick leave or vacation leave.

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

Section 11. Health and Dental Premium Accounts. The Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation.

Section 12. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation up to the maximum amount of salary reduction contributions allowed per calendar year under Section 125 of the Internal Revenue Code or other applicable federal law.

Section 13. Dependent Care Expense Account. The Employer agrees to provide insurance eligible employees with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pre-tax basis as permitted by law or regulation.

Section 14. Deferred Compensation Plan. The Employer agrees to provide employees with a State-paid contribution to the deferred compensation program under Minn. Stat. 352.96. The State-paid contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis as permitted by Minn. Stat. 356.24 not to exceed one hundred dollars ($100.00) per employee in each fiscal year of the Agreement.

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

Section 15. Health Care Savings Plan. All employees shall contribute 1% of their gross earnings subject to retirement into a personal Health Care Savings Plan account with the Minnesota State Retirement System each pay period. The contribution shall occur regardless of whether or not the employee's position is retirement eligible.

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

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

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

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

An employee who is instructed to remain in an on-call status shall be compensated for such timethe rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. Such compensation shall be limited to four (4) hours of straight time pay per calendar day. An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than eight (8) consecutive hours.

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

ARTICLE 26
WORK UNIFORMS

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

ARTICLE 27
HOURS OF WORK AND OVERTIME

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

A. **Scheduling**. The Appointing Authority shall provide no less than fourteen (14) calendar days notice to the Association and the affected employee(s) prior to making a permanent change in the days of work, hours of work, or the length of the work day of full-time employees. However, employees being returned to work as part of a workers' compensation placement are not entitled to this notice.

B. **Flex-time Plans**. The Appointing Authority and the Association may mutually agree to a flex-time plan. Flex-time plans in existence prior to the effective date of this Agreement may be continued. If a request for a flex-time plan is denied, upon request of the employee, the Appointing Authority shall provide the employee the reason(s) for the denial of the flex-time plan request. If the Appointing Authority determines to discontinue flex-time plans, the Appointing Authority shall, upon request, discuss such change with the Association prior to implementation.

C. **Meal Periods**. Employees shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each day. However, the employee and his/her immediate supervisor may mutually agree to a lunch period at some other point during the day provided such lunch period shall not be taken at the beginning or end of the day. Employees who are required by their supervisor to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the employee's appropriate rate.

D. **Rest Periods**. Employees shall normally be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. The Employer retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated nor taken at the beginning or end of the day, or to extend the

lunch period. However, with the supervisor's approval rest periods may be used to extend the lunch period. Employees working beyond their normally scheduled work day shall receive a ten (10) minute rest period before they resume work whenever it is anticipated that such work shall require approximately two (2) hours.

E. **Part-Time Employment**. Full-time employees desiring to work less than full-time and part-time employees desiring to work full-time may do so pursuant to a mutual agreement with the Appointing Authority, the Association and the employee. Full-time employees who are Veterans returning from a military leave of absence desiring to work less than full time shall be granted the opportunity to work part-time for up to three (3) months. Veterans may supplement the hours they are not working with vacation or compensatory leave as available.

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

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

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

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

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

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

For conversion of compensatory time to deferred compensation, see Article 24, Section 14.

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

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

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

J. **Telecommuting Plans**. If a request to telecommute is denied, upon request of the employee, the Appointing Authority shall provide the employee the reason(s) for the denial of the request.

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

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

B. **Overtime**. Hours worked in excess of the maximum number of hours permitted in each applicable work period are overtime hours. All paid vacation time, paid holidays, paid sick leave, paid compensatory time off, and paid leaves of absence shall not be considered as "time worked" for purposes of this Section. However, non-exempt employees in classifications with the salary range maximum rates which are lower than the maximum rate of salary range 7-L shall have vacation, sick leave and holiday hours considered as “time worked” for purposes of this section.

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

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

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

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

B. **Balancing Hours**. It is recognized that exempt employees are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal work day and/or payroll period. In these instances and with supervisory approval, employees may balance hours of work in subsequent work days or payroll periods, provided such time management system does not result in overtime payment or guarantee hour for hour time off for extra hours worked.

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

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

ARTICLE 28
WORK RULES

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

ARTICLE 29
VOLUNTARY REDUCTION IN HOURS

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

1. an existing or projected budget problem exists;

2. granting an unpaid leave of absence would help alleviate the projected budget problem and/or help mitigate layoffs as per Article 17 (Layoff and Recall), Section 2 (Labor-Management Cooperation);

3. staffing needs can continue to be met; and

4. other unpaid leaves of absence, other than personal leave, are not applicable to the situation.

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

ARTICLE 30
BARGAINING UNIT ELIGIBLE WORK TRAINEES

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

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

ARTICLE 31
AMERICANS WITH DISABILITIES ACT

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

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

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

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

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

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

ARTICLE 32
LABOR MANAGEMENT COMMITTEE/MEET AND CONFER COMMITTEE

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

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

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

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

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

ARTICLE 33
SAVINGS CLAUSE

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

ARTICLE 34
DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective on December 1st, 2015, subject to the acceptance of the eighty-ninth (89th) session of the Legislature or the Joint Subcommittee on Employee Relations and shall remain in full force and effect through the 30th day of June, 2017.

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

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

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

In witness thereof, the parties hereto have set their hands this 28th day of October, 2015.

FOR THE UNION	FOR THE EMPLOYER
Chet Jorgenson Statewide President	Myron Frans Commissioner Minnesota Management & Budget
Dan Holub, Executive Director Chief Spokesperson	Carolyn J. Trevis Assistant State Negotiator Minnesota Management & Budget
Sandy Dunn, Region 9 Co-Chair, Negotiations Team	Valerie Darling Labor Relations Consultant 4 Minnesota Management & Budget
Michael Landers, Member-at-Large Co-chair, Negotiations Team	Elisabeth Brady Agency Policy Specialist Minnesota Management & Budget
Mary Baker, Recording Secretary Region 3	Micah Intermill Acting Compensation Manager Minnesota Management & Budget

Carol Johnson, Region 1

Jill Pettis
Compensation Consultant
Minnesota Management & Budget

Julie Sullivan, Region 2

Char Zick, Region 3

Samir Sant, Region 4

Tyrone Plunkett, Region 5

Andrea Morris, Region 6

Roselyn Rockman, Region 7

Mark Dreyer, Region 8

Sandra Dunn, Region 9

Michael Foster, Region 10

Suzanne Opsahl, Region 11

Terry Nelson, Region 12

Brent Erickson, Region 13

Edward Fuhs, Region 14

Gary Wass, Region 15

Gregory Boole, Region 16

Mike Terhune, Region 17

Mari Haecherl, Region 18

Ray Knutson, Region 19

Steven Smith, Region 20

Shawnet Healy, Region 21

Bryan Kotta, Member-at-Large

Michael Landers, Member-at-Large

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

APPENDIX A
VACATION

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

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

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½, but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½, but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½, but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½, but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½, but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½, but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

APPENDIX B
HOLIDAYS

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

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

APPENDIX C
SICK LEAVE

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

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

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

APPENDIX D
SENIORITY UNITS

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

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

State Agency	Seniority Unit
Military Affairs	Statewide
Minnesota Management & Budget	Statewide
Minnesota Office of Higher Education	Statewide
Minnesota Public Facilities Authority (PFA)	Statewide
Minnesota Science and Technology Authority	Statewide
Minnesota State Academies	Statewide
Minnesota State College and University Units (MnSCU)	- Alexandria Technical & Community College - Anoka Technical College - Anoka-Ramsey Community College (Coon Rapids/Cambridge Campuses) - Bemidji State University - Central Lakes College (Brainerd/Staples Campuses) - Century College - Dakota County Technical College - Fond du Lac Tribal and Community College - Hennepin Technical College (Brooklyn Park/Eden Prairie Campuses) - Hibbing Community College - (including Paulucci Space Theatre) - Inver Hills Community College - Itasca Community College - Lake Superior College - Mesabi Range Community and Technical College - Metropolitan State University (Brooklyn Park, Midway, Minneapolis, and Saint Paul) - Minneapolis Community and Technical College - Minnesota State College - Southeast Technical - Red Wing - Minnesota State College - Southeast Technical - Winona - Minnesota State Community and Technical College – Detroit Lakes - Minnesota State Community and Technical College – Fergus Falls - Minnesota State Community and Technical College – Moorhead Minnesota State Community and Technical College – Wadena - Minnesota State University, Mankato - Minnesota State University, Moorhead - Minnesota West Community and Technical College - Canby (including Marshall) - Minnesota West Community and Technical College - Granite Falls (including Redwood Falls) - Minnesota West Community and Technical College - Jackson (including Fairmont) - Minnesota West Community and Technical College - Pipestone (including Luverne)

State Agency	Seniority Unit
	- Minnesota West Community and Technical College - Worthington - Normandale Community College - North Hennepin Community College - Northland Community and Technical College – East Grand Forks - Northland Community and Technical College – Thief River Falls - Northwest Technical College - Bemidji - Northwest Technical College - Perham - Pine Technical College - Rainy River Community College - Ridgewater College - Hutchinson - Ridgewater College - Willmar - Riverland Community College, (including Albert Lea, Austin, and Owatonna) - Rochester Community and Technical College - St. Cloud State University - St. Cloud Technical and Community College - St. Paul College - South Central College - Faribault - South Central College - North Mankato/Mankato - Southwest Minnesota State University - System Office - Vermilion Community College - Winona State University
Minnesota State Lottery	Statewide
Minnesota State Retirement System	Statewide
MN.IT Services	Statewide
MNsure	Statewide
Natural Resources	Statewide
Nursing Board	Statewide
Nursing Home Administrators	Statewide
Ombudsman for Mental Health and Developmental Disabilities	Statewide
Optometry Board	Statewide
Peace Officers Standards and Training Board	Statewide
Perpich Center for Arts Education	Statewide
Pharmacy Board	Statewide
Physical Therapy, State Board of	Statewide
Podiatry Board	Statewide
Pollution Control Agency	Statewide
Psychology Board	Statewide
Public Employees Retirement Association	Statewide
Public Safety (including Minnesota Board of Firefighter Training and Education and Private Detective Board)	Statewide
Public Utilities Commission	Statewide
Racing Commission	Statewide
Revenue	Statewide
Secretary of State	Statewide
Sentencing Guidelines Commission	Statewide
Social Work Board	Statewide

State Agency	Seniority Unit
Soil & Water Resources Board	Statewide
Tax Court	Statewide
Teachers Retirement Association	Statewide
Teaching, Board of	Statewide
Transportation	Statewide
Veterans Affairs, Department of	Veterans Affairs Central Office and Program and Services - Hastings Veterans Home - Silver Bay Veterans Home - Luverne Veterans Home - Fergus Falls Veterans Home - Minneapolis Veterans Home
Veterinary Medicine Board	Statewide
Workers Compensation Court of Appeals, Office of	Statewide
Zoological Gardens	Statewide

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

APPENDIX E-1

Compensation Grid 14B
Unit 214 Minnesota Association of Professional Employees
Effective 7/1/2015 – 6/30/2016

Customized Training Representative

Comp Code		A	B
Step		01	02
Range			
	YR	47,920	84,940
45	MO	3,993	7,078
	HR	22.95	40.68

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

APPENDIX E-1

Compensation Grid 14F
Unit 214 Minnesota Association of Professional Employees
Effective 7/1/2015 – 6/30/2016

This grid applies to Information Technology classes only

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Range																		Range
06	YR	40,465	41,864	43,201	44,683	46,124	47,732	49,381	51,052	52,910	54,664	56,564	58,756	60,740				06
	MO	3,372	3,489	3,600	3,724	3,844	3,978	4,115	4,254	4,409	4,555	4,714	4,896	5,062				
	HR	19.38	20.05	20.69	21.40	22.09	22.86	23.65	24.45	25.34	26.18	27.09	28.14	29.09				
09	YR	44,683	46,124	47,732	49,381	51,052	52,910	54,664	56,564	58,756	60,865	62,974	65,229	67,693	70,094	72,642		09
	MO	3,724	3,844	3,978	4,115	4,254	4,409	4,555	4,714	4,896	5,072	5,248	5,436	5,641	5,841	6,053		
	HR	21.40	22.09	22.86	23.65	24.45	25.34	26.18	27.09	28.14	29.15	30.16	31.24	32.42	33.57	34.79		
14	YR	52,910	54,664	56,564	58,756	60,865	62,974	65,229	67,693	70,094	72,683	75,272	77,966	81,056	84,000	86,965		14
	MO	4,409	4,555	4,714	4,896	5,072	5,248	5,436	5,641	5,841	6,057	6,273	6,497	6,755	7,000	7,247		
	HR	25.34	26.18	27.09	28.14	29.15	30.16	31.24	32.42	33.57	34.81	36.05	37.34	38.82	40.23	41.65		
17	YR	58,756	60,865	62,974	65,229	67,693	70,094	72,683	75,272	77,966	81,056	84,000	87,111	90,515	93,584	96,925		17
	MO	4,896	5,072	5,248	5,436	5,641	5,841	6,057	6,273	6,497	6,755	7,000	7,259	7,543	7,799	8,077		
	HR	28.14	29.15	30.16	31.24	32.42	33.57	34.81	36.05	37.34	38.82	40.23	41.72	43.35	44.82	46.42		
19	YR	62,974	65,229	67,693	70,094	72,683	75,272	77,966	81,056	84,000	87,111	90,515	93,584	96,904	100,370	103,982	107,678	19
	MO	5,248	5,436	5,641	5,841	6,057	6,273	6,497	6,755	7,000	7,259	7,543	7,799	8,075	8,364	8,665	8,973	
	HR	30.16	31.24	32.42	33.57	34.81	36.05	37.34	38.82	40.23	41.72	43.35	44.82	46.41	48.07	49.80	51.57	
21	YR	67,693	70,094	72,683	75,272	77,966	81,056	84,000	87,111	90,515	93,584	96,904	100,370	103,982	107,762	111,666	115,529	21
	MO	5,641	5,841	6,057	6,273	6,497	6,755	7,000	7,259	7,543	7,799	8,075	8,364	8,665	8,980	9,306	9,627	
	HR	32.42	33.57	34.81	36.05	37.34	38.82	40.23	41.72	43.35	44.82	46.41	48.07	49.80	51.61	53.48	55.33	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	

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

APPENDIX E-1

Compensation Grid 14G
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2015 – 6/30/2016

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
01	YR	32,510	33,784	35,245	36,561	38,002	39,296	40,674	41,906	43,347	44,767	46,354	47,920	01
	MO	2,709	2,815	2,937	3,047	3,167	3,275	3,390	3,492	3,612	3,731	3,863	3,993	
	HR	15.57	16.18	16.88	17.51	18.20	18.82	19.48	20.07	20.76	21.44	22.20	22.95	
02	YR	33,784	35,245	36,561	38,002	39,296	40,674	41,906	43,347	44,767	46,354	47,920	49,548	02
	MO	2,815	2,937	3,047	3,167	3,275	3,390	3,492	3,612	3,731	3,863	3,993	4,129	
	HR	16.18	16.88	17.51	18.20	18.82	19.48	20.07	20.76	21.44	22.20	22.95	23.73	
03	YR	35,245	36,561	38,002	39,296	40,674	41,906	43,347	44,767	46,354	47,920	49,548	51,365	03
	MO	2,937	3,047	3,167	3,275	3,390	3,492	3,612	3,731	3,863	3,993	4,129	4,280	
	HR	16.88	17.51	18.20	18.82	19.48	20.07	20.76	21.44	22.20	22.95	23.73	24.60	
04	YR	36,561	38,002	39,296	40,674	41,906	43,347	44,767	46,354	47,920	49,548	51,365	53,077	04
	MO	3,047	3,167	3,275	3,390	3,492	3,612	3,731	3,863	3,993	4,129	4,280	4,423	
	HR	17.51	18.20	18.82	19.48	20.07	20.76	21.44	22.20	22.95	23.73	24.60	25.42	
05	YR	38,002	39,296	40,674	41,906	43,347	44,767	46,354	47,920	49,548	51,365	53,077	54,977	05
	MO	3,167	3,275	3,390	3,492	3,612	3,731	3,863	3,993	4,129	4,280	4,423	4,581	
	HR	18.20	18.82	19.48	20.07	20.76	21.44	22.20	22.95	23.73	24.60	25.42	26.33	
06	YR	39,296	40,674	41,906	43,347	44,767	46,354	47,920	49,548	51,365	53,077	54,977	57,002	06
	MO	3,275	3,390	3,492	3,612	3,731	3,863	3,993	4,129	4,280	4,423	4,581	4,750	
	HR	18.82	19.48	20.07	20.76	21.44	22.20	22.95	23.73	24.60	25.42	26.33	27.30	
07	YR	40,674	41,906	43,347	44,767	46,354	47,920	49,548	51,365	53,077	54,977	57,002	59,070	07
	MO	3,390	3,492	3,612	3,731	3,863	3,993	4,129	4,280	4,423	4,581	4,750	4,922	
	HR	19.48	20.07	20.76	21.44	22.20	22.95	23.73	24.60	25.42	26.33	27.30	28.29	
08	YR	41,906	43,347	44,767	46,354	47,920	49,548	51,365	53,077	54,977	57,002	59,070	61,116	08
	MO	3,492	3,612	3,731	3,863	3,993	4,129	4,280	4,423	4,581	4,750	4,922	5,093	
	HR	20.07	20.76	21.44	22.20	22.95	23.73	24.60	25.42	26.33	27.30	28.29	29.27	
09	YR	43,347	44,767	46,354	47,920	49,548	51,365	53,077	54,977	57,002	59,070	61,116	63,308	09
	MO	3,612	3,731	3,863	3,993	4,129	4,280	4,423	4,581	4,750	4,922	5,093	5,276	
	HR	20.76	21.44	22.20	22.95	23.73	24.60	25.42	26.33	27.30	28.29	29.27	30.32	
10	YR	44,767	46,354	47,920	49,548	51,365	53,077	54,977	57,002	59,070	61,116	63,308	65,668	10
	MO	3,731	3,863	3,993	4,129	4,280	4,423	4,581	4,750	4,922	5,093	5,276	5,472	
	HR	21.44	22.20	22.95	23.73	24.60	25.42	26.33	27.30	28.29	29.27	30.32	31.45	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX E-1

Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2015 – 6/30/2016

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
11	YR	46,354	47,920	49,548	51,365	53,077	54,977	57,002	59,070	61,116	63,308	65,668	68,069	11
	MO	3,863	3,993	4,129	4,280	4,423	4,581	4,750	4,922	5,093	5,276	5,472	5,672	
	HR	22.20	22.95	23.73	24.60	25.42	26.33	27.30	28.29	29.27	30.32	31.45	32.60	
12	YR	47,920	49,548	51,365	53,077	54,977	57,002	59,070	61,116	63,308	65,668	68,069	70,512	12
	MO	3,993	4,129	4,280	4,423	4,581	4,750	4,922	5,093	5,276	5,472	5,672	5,876	
	HR	22.95	23.73	24.60	25.42	26.33	27.30	28.29	29.27	30.32	31.45	32.60	33.77	
13	YR	49,548	51,365	53,077	54,977	57,002	59,070	61,116	63,308	65,668	68,069	70,512	73,143	13
	MO	4,129	4,280	4,423	4,581	4,750	4,922	5,093	5,276	5,472	5,672	5,876	6,095	
	HR	23.73	24.60	25.42	26.33	27.30	28.29	29.27	30.32	31.45	32.60	33.77	35.03	
14	YR	51,365	53,077	54,977	57,002	59,070	61,116	63,308	65,668	68,069	70,512	73,143	75,690	14
	MO	4,280	4,423	4,581	4,750	4,922	5,093	5,276	5,472	5,672	5,876	6,095	6,308	
	HR	24.60	25.42	26.33	27.30	28.29	29.27	30.32	31.45	32.60	33.77	35.03	36.25	
15	YR	53,077	54,977	57,002	59,070	61,116	63,308	65,668	68,069	70,512	73,143	75,690	78,718	15
	MO	4,423	4,581	4,750	4,922	5,093	5,276	5,472	5,672	5,876	6,095	6,308	6,560	
	HR	25.42	26.33	27.30	28.29	29.27	30.32	31.45	32.60	33.77	35.03	36.25	37.70	
16	YR	54,977	57,002	59,070	61,116	63,308	65,668	68,069	70,512	73,143	75,690	78,718	81,557	16
	MO	4,581	4,750	4,922	5,093	5,276	5,472	5,672	5,876	6,095	6,308	6,560	6,796	
	HR	26.33	27.30	28.29	29.27	30.32	31.45	32.60	33.77	35.03	36.25	37.70	39.06	
17	YR	57,002	59,070	61,116	63,308	65,668	68,069	70,512	73,143	75,690	78,718	81,557	84,543	17
	MO	4,750	4,922	5,093	5,276	5,472	5,672	5,876	6,095	6,308	6,560	6,796	7,045	
	HR	27.30	28.29	29.27	30.32	31.45	32.60	33.77	35.03	36.25	37.70	39.06	40.49	
18	YR	59,070	61,116	63,308	65,668	68,069	70,512	73,143	75,690	78,718	81,557	84,543	87,863	18
	MO	4,922	5,093	5,276	5,472	5,672	5,876	6,095	6,308	6,560	6,796	7,045	7,322	
	HR	28.29	29.27	30.32	31.45	32.60	33.77	35.03	36.25	37.70	39.06	40.49	42.08	
19	YR	61,116	63,308	65,668	68,069	70,512	73,143	75,690	78,718	81,557	84,543	87,863	90,912	19
	MO	5,093	5,276	5,472	5,672	5,876	6,095	6,308	6,560	6,796	7,045	7,322	7,576	
	HR	29.27	30.32	31.45	32.60	33.77	35.03	36.25	37.70	39.06	40.49	42.08	43.54	
20	YR	63,308	65,668	68,069	70,512	73,143	75,690	78,718	81,557	84,543	87,863	90,912	94,085	20
	MO	5,276	5,472	5,672	5,876	6,095	6,308	6,560	6,796	7,045	7,322	7,576	7,840	
	HR	30.32	31.45	32.60	33.77	35.03	36.25	37.70	39.06	40.49	42.08	43.54	45.06	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX E-1

Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2015 – 6/30/2016

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
21	YR	65,668	68,069	70,512	73,143	75,690	78,718	81,557	84,543	87,863	90,912	94,085	97,426	21
	MO	5,472	5,672	5,876	6,095	6,308	6,560	6,796	7,045	7,322	7,576	7,840	8,119	
	HR	31.45	32.60	33.77	35.03	36.25	37.70	39.06	40.49	42.08	43.54	45.06	46.66	
22	YR	68,069	70,512	73,143	75,690	78,718	81,557	84,543	87,863	90,912	94,085	97,426	100,976	22
	MO	5,672	5,876	6,095	6,308	6,560	6,796	7,045	7,322	7,576	7,840	8,119	8,415	
	HR	32.60	33.77	35.03	36.25	37.70	39.06	40.49	42.08	43.54	45.06	46.66	48.36	
23	YR	70,512	73,143	75,690	78,718	81,557	84,543	87,863	90,912	94,085	97,426	100,976	104,588	23
	MO	5,876	6,095	6,308	6,560	6,796	7,045	7,322	7,576	7,840	8,119	8,415	8,716	
	HR	33.77	35.03	36.25	37.70	39.06	40.49	42.08	43.54	45.06	46.66	48.36	50.09	
24	YR	73,143	75,690	78,718	81,557	84,543	87,863	90,912	94,085	97,426	100,976	104,588	108,409	24
	MO	6,095	6,308	6,560	6,796	7,045	7,322	7,576	7,840	8,119	8,415	8,716	9,034	
	HR	35.03	36.25	37.70	39.06	40.49	42.08	43.54	45.06	46.66	48.36	50.09	51.92	
25	YR	75,690	78,718	81,557	84,543	87,863	90,912	94,085	97,426	100,976	104,588	108,409	112,314	25
	MO	6,308	6,560	6,796	7,045	7,322	7,576	7,840	8,119	8,415	8,716	9,034	9,359	
	HR	36.25	37.70	39.06	40.49	42.08	43.54	45.06	46.66	48.36	50.09	51.92	53.79	
26	YR	78,718	81,557	84,543	87,863	90,912	94,085	97,426	100,976	104,588	108,409	112,314	116,322	26
	MO	6,560	6,796	7,045	7,322	7,576	7,840	8,119	8,415	8,716	9,034	9,359	9,694	
	HR	37.70	39.06	40.49	42.08	43.54	45.06	46.66	48.36	50.09	51.92	53.79	55.71	
27	YR	81,557	84,543	87,863	90,912	94,085	97,426	100,976	104,588	108,409	112,314	116,322	120,645	27
	MO	6,796	7,045	7,322	7,576	7,840	8,119	8,415	8,716	9,034	9,359	9,694	10,054	
	HR	39.06	40.49	42.08	43.54	45.06	46.66	48.36	50.09	51.92	53.79	55.71	57.78	
28	YR	84,543	87,863	90,912	94,085	97,426	100,976	104,588	108,409	112,314	116,322	120,645	124,842	28
	MO	7,045	7,322	7,576	7,840	8,119	8,415	8,716	9,034	9,359	9,694	10,054	10,403	
	HR	40.49	42.08	43.54	45.06	46.66	48.36	50.09	51.92	53.79	55.71	57.78	59.79	
29	YR	87,863	90,912	94,085	97,426	100,976	104,588	108,409	112,314	116,322	120,645			29
	MO	7,322	7,576	7,840	8,119	8,415	8,716	9,034	9,359	9,694	10,054			
	HR	42.08	43.54	45.06	46.66	48.36	50.09	51.92	53.79	55.71	57.78			
30	YR	90,912	94,085	97,426	100,976	104,588	108,409	112,314	116,322	120,645				30
	MO	7,576	7,840	8,119	8,415	8,716	9,034	9,359	9,694	10,054				
	HR	43.54	45.06	46.66	48.36	50.09	51.92	53.79	55.71	57.78				
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX E-2

Compensation Grid 14B
Unit 214 Minnesota Association of Professional Employees
Effective 7/1/2016 - 6/30/2017

Customized Training Representative

Comp Code		A	B
Step		01	02
Range			
	YR	49,110	87,070
45	MO	4,092	7,256
	HR	23.52	41.70

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

APPENDIX E-2

Compensation Grid 14F
Unit 214 Minnesota Association of Professional Employees
Effective 7/1/2016 - 6/30/2017

This grid applies to Information Technology classes only

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Range
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Range																		
06	YR	41,468	42,908	44,286	45,811	47,272	48,922	50,613	52,325	54,225	56,021	57,984	60,218	62,264				06
	MO	3,456	3,576	3,691	3,818	3,939	4,077	4,218	4,360	4,519	4,668	4,832	5,018	5,189				
	HR	19.86	20.55	21.21	21.94	22.64	23.43	24.24	25.06	25.97	26.83	27.77	28.84	29.82				
09	YR	45,811	47,272	48,922	50,613	52,325	54,225	56,021	57,984	60,218	62,389	64,540	66,858	69,384	71,848	74,458		09
	MO	3,818	3,939	4,077	4,218	4,360	4,519	4,668	4,832	5,018	5,199	5,378	5,571	5,782	5,987	6,205		
	HR	21.94	22.64	23.43	24.24	25.06	25.97	26.83	27.77	28.84	29.88	30.91	32.02	33.23	34.41	35.66		
14	YR	54,225	56,021	57,984	60,218	62,389	64,540	66,858	69,384	71,848	74,500	77,152	79,908	83,082	86,109	89,137		14
	MO	4,519	4,668	4,832	5,018	5,199	5,378	5,571	5,782	5,987	6,208	6,429	6,659	6,923	7,176	7,428		
	HR	25.97	26.83	27.77	28.84	29.88	30.91	32.02	33.23	34.41	35.68	36.95	38.27	39.79	41.24	42.69		
17	YR	60,218	62,389	64,540	66,858	69,384	71,848	74,500	77,152	79,908	83,082	86,109	89,283	92,770	95,923	99,347		17
	MO	5,018	5,199	5,378	5,571	5,782	5,987	6,208	6,429	6,659	6,923	7,176	7,440	7,731	7,994	8,279		
	HR	28.84	29.88	30.91	32.02	33.23	34.41	35.68	36.95	38.27	39.79	41.24	42.76	44.43	45.94	47.58		
19	YR	64,540	66,858	69,384	71,848	74,500	77,152	79,908	83,082	86,109	89,283	92,770	95,923	99,326	102,876	106,592	110,372	19
	MO	5,378	5,571	5,782	5,987	6,208	6,429	6,659	6,923	7,176	7,440	7,731	7,994	8,277	8,573	8,883	9,198	
	HR	30.91	32.02	33.23	34.41	35.68	36.95	38.27	39.79	41.24	42.76	44.43	45.94	47.57	49.27	51.05	52.86	
21	YR	69,384	71,848	74,500	77,152	79,908	83,082	86,109	89,283	92,770	95,923	99,326	102,876	106,592	110,455	114,464	118,410	21
	MO	5,782	5,987	6,208	6,429	6,659	6,923	7,176	7,440	7,731	7,994	8,277	8,573	8,883	9,205	9,539	9,868	
	HR	33.23	34.41	35.68	36.95	38.27	39.79	41.24	42.76	44.43	45.94	47.57	49.27	51.05	52.90	54.82	56.71	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	

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

APPENDIX E-2

Compensation Grid 14G
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2016 - 6/30/2017

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
01	YR	33,324	34,619	36,122	37,480	38,962	40,278	41,697	42,950	44,433	45,894	47,523	49,110	01
	MO	2,777	2,885	3,010	3,123	3,247	3,356	3,475	3,579	3,703	3,825	3,960	4,092	
	HR	15.96	16.58	17.30	17.95	18.66	19.29	19.97	20.57	21.28	21.98	22.76	23.52	
02	YR	34,619	36,122	37,480	38,962	40,278	41,697	42,950	44,433	45,894	47,523	49,110	50,780	02
	MO	2,885	3,010	3,123	3,247	3,356	3,475	3,579	3,703	3,825	3,960	4,092	4,232	
	HR	16.58	17.30	17.95	18.66	19.29	19.97	20.57	21.28	21.98	22.76	23.52	24.32	
03	YR	36,122	37,480	38,962	40,278	41,697	42,950	44,433	45,894	47,523	49,110	50,780	52,659	03
	MO	3,010	3,123	3,247	3,356	3,475	3,579	3,703	3,825	3,960	4,092	4,232	4,388	
	HR	17.30	17.95	18.66	19.29	19.97	20.57	21.28	21.98	22.76	23.52	24.32	25.22	
04	YR	37,480	38,962	40,278	41,697	42,950	44,433	45,894	47,523	49,110	50,780	52,659	54,413	04
	MO	3,123	3,247	3,356	3,475	3,579	3,703	3,825	3,960	4,092	4,232	4,388	4,534	
	HR	17.95	18.66	19.29	19.97	20.57	21.28	21.98	22.76	23.52	24.32	25.22	26.06	
05	YR	38,962	40,278	41,697	42,950	44,433	45,894	47,523	49,110	50,780	52,659	54,413	56,355	05
	MO	3,247	3,356	3,475	3,579	3,703	3,825	3,960	4,092	4,232	4,388	4,534	4,696	
	HR	18.66	19.29	19.97	20.57	21.28	21.98	22.76	23.52	24.32	25.22	26.06	26.99	
06	YR	40,278	41,697	42,950	44,433	45,894	47,523	49,110	50,780	52,659	54,413	56,355	58,422	06
	MO	3,356	3,475	3,579	3,703	3,825	3,960	4,092	4,232	4,388	4,534	4,696	4,869	
	HR	19.29	19.97	20.57	21.28	21.98	22.76	23.52	24.32	25.22	26.06	26.99	27.98	
07	YR	41,697	42,950	44,433	45,894	47,523	49,110	50,780	52,659	54,413	56,355	58,422	60,552	07
	MO	3,475	3,579	3,703	3,825	3,960	4,092	4,232	4,388	4,534	4,696	4,869	5,046	
	HR	19.97	20.57	21.28	21.98	22.76	23.52	24.32	25.22	26.06	26.99	27.98	29.00	
08	YR	42,950	44,433	45,894	47,523	49,110	50,780	52,659	54,413	56,355	58,422	60,552	62,640	08
	MO	3,579	3,703	3,825	3,960	4,092	4,232	4,388	4,534	4,696	4,869	5,046	5,220	
	HR	20.57	21.28	21.98	22.76	23.52	24.32	25.22	26.06	26.99	27.98	29.00	30.00	
09	YR	44,433	45,894	47,523	49,110	50,780	52,659	54,413	56,355	58,422	60,552	62,640	64,895	09
	MO	3,703	3,825	3,960	4,092	4,232	4,388	4,534	4,696	4,869	5,046	5,220	5,408	
	HR	21.28	21.98	22.76	23.52	24.32	25.22	26.06	26.99	27.98	29.00	30.00	31.08	
10	YR	45,894	47,523	49,110	50,780	52,659	54,413	56,355	58,422	60,552	62,640	64,895	67,317	10
	MO	3,825	3,960	4,092	4,232	4,388	4,534	4,696	4,869	5,046	5,220	5,408	5,610	
	HR	21.98	22.76	23.52	24.32	25.22	26.06	26.99	27.98	29.00	30.00	31.08	32.24	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX E-2

Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2016 - 6/30/2017

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
11	YR	47,523	49,110	50,780	52,659	54,413	56,355	58,422	60,552	62,640	64,895	67,317	69,781	11
	MO	3,960	4,092	4,232	4,388	4,534	4,696	4,869	5,046	5,220	5,408	5,610	5,815	
	HR	22.76	23.52	24.32	25.22	26.06	26.99	27.98	29.00	30.00	31.08	32.24	33.42	
12	YR	49,110	50,780	52,659	54,413	56,355	58,422	60,552	62,640	64,895	67,317	69,781	72,266	12
	MO	4,092	4,232	4,388	4,534	4,696	4,869	5,046	5,220	5,408	5,610	5,815	6,022	
	HR	23.52	24.32	25.22	26.06	26.99	27.98	29.00	30.00	31.08	32.24	33.42	34.61	
13	YR	50,780	52,659	54,413	56,355	58,422	60,552	62,640	64,895	67,317	69,781	72,266	74,980	13
	MO	4,232	4,388	4,534	4,696	4,869	5,046	5,220	5,408	5,610	5,815	6,022	6,248	
	HR	24.32	25.22	26.06	26.99	27.98	29.00	30.00	31.08	32.24	33.42	34.61	35.91	
14	YR	52,659	54,413	56,355	58,422	60,552	62,640	64,895	67,317	69,781	72,266	74,980	77,590	14
	MO	4,388	4,534	4,696	4,869	5,046	5,220	5,408	5,610	5,815	6,022	6,248	6,466	
	HR	25.22	26.06	26.99	27.98	29.00	30.00	31.08	32.24	33.42	34.61	35.91	37.16	
15	YR	54,413	56,355	58,422	60,552	62,640	64,895	67,317	69,781	72,266	74,980	77,590	80,680	15
	MO	4,534	4,696	4,869	5,046	5,220	5,408	5,610	5,815	6,022	6,248	6,466	6,723	
	HR	26.06	26.99	27.98	29.00	30.00	31.08	32.24	33.42	34.61	35.91	37.16	38.64	
16	YR	56,355	58,422	60,552	62,640	64,895	67,317	69,781	72,266	74,980	77,590	80,680	83,604	16
	MO	4,696	4,869	5,046	5,220	5,408	5,610	5,815	6,022	6,248	6,466	6,723	6,967	
	HR	26.99	27.98	29.00	30.00	31.08	32.24	33.42	34.61	35.91	37.16	38.64	40.04	
17	YR	58,422	60,552	62,640	64,895	67,317	69,781	72,266	74,980	77,590	80,680	83,604	86,652	17
	MO	4,869	5,046	5,220	5,408	5,610	5,815	6,022	6,248	6,466	6,723	6,967	7,221	
	HR	27.98	29.00	30.00	31.08	32.24	33.42	34.61	35.91	37.16	38.64	40.04	41.50	
18	YR	60,552	62,640	64,895	67,317	69,781	72,266	74,980	77,590	80,680	83,604	86,652	90,055	18
	MO	5,046	5,220	5,408	5,610	5,815	6,022	6,248	6,466	6,723	6,967	7,221	7,505	
	HR	29.00	30.00	31.08	32.24	33.42	34.61	35.91	37.16	38.64	40.04	41.50	43.13	
19	YR	62,640	64,895	67,317	69,781	72,266	74,980	77,590	80,680	83,604	86,652	90,055	93,187	19
	MO	5,220	5,408	5,610	5,815	6,022	6,248	6,466	6,723	6,967	7,221	7,505	7,766	
	HR	30.00	31.08	32.24	33.42	34.61	35.91	37.16	38.64	40.04	41.50	43.13	44.63	
20	YR	64,895	67,317	69,781	72,266	74,980	77,590	80,680	83,604	86,652	90,055	93,187	96,445	20
	MO	5,408	5,610	5,815	6,022	6,248	6,466	6,723	6,967	7,221	7,505	7,766	8,037	
	HR	31.08	32.24	33.42	34.61	35.91	37.16	38.64	40.04	41.50	43.13	44.63	46.19	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX E-2

Compensation Grid 14G (cont.)
Unit 214 Minnesota Association of Professional Employees
Ranges 01 - 30
Effective 7/1/2016 - 6/30/2017

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
21	YR	67,317	69,781	72,266	74,980	77,590	80,680	83,604	86,652	90,055	93,187	96,445	99,869	21
	MO	5,610	5,815	6,022	6,248	6,466	6,723	6,967	7,221	7,505	7,766	8,037	8,322	
	HR	32.24	33.42	34.61	35.91	37.16	38.64	40.04	41.50	43.13	44.63	46.19	47.83	
22	YR	69,781	72,266	74,980	77,590	80,680	83,604	86,652	90,055	93,187	96,445	99,869	103,502	22
	MO	5,815	6,022	6,248	6,466	6,723	6,967	7,221	7,505	7,766	8,037	8,322	8,625	
	HR	33.42	34.61	35.91	37.16	38.64	40.04	41.50	43.13	44.63	46.19	47.83	49.57	
23	YR	72,266	74,980	77,590	80,680	83,604	86,652	90,055	93,187	96,445	99,869	103,502	107,198	23
	MO	6,022	6,248	6,466	6,723	6,967	7,221	7,505	7,766	8,037	8,322	8,625	8,933	
	HR	34.61	35.91	37.16	38.64	40.04	41.50	43.13	44.63	46.19	47.83	49.57	51.34	
24	YR	74,980	77,590	80,680	83,604	86,652	90,055	93,187	96,445	99,869	103,502	107,198	111,123	24
	MO	6,248	6,466	6,723	6,967	7,221	7,505	7,766	8,037	8,322	8,625	8,933	9,260	
	HR	35.91	37.16	38.64	40.04	41.50	43.13	44.63	46.19	47.83	49.57	51.34	53.22	
25	YR	77,590	80,680	83,604	86,652	90,055	93,187	96,445	99,869	103,502	107,198	111,123	115,111	25
	MO	6,466	6,723	6,967	7,221	7,505	7,766	8,037	8,322	8,625	8,933	9,260	9,593	
	HR	37.16	38.64	40.04	41.50	43.13	44.63	46.19	47.83	49.57	51.34	53.22	55.13	
26	YR	80,680	83,604	86,652	90,055	93,187	96,445	99,869	103,502	107,198	111,123	115,111	119,225	26
	MO	6,723	6,967	7,221	7,505	7,766	8,037	8,322	8,625	8,933	9,260	9,593	9,935	
	HR	38.64	40.04	41.50	43.13	44.63	46.19	47.83	49.57	51.34	53.22	55.13	57.10	
27	YR	83,604	86,652	90,055	93,187	96,445	99,869	103,502	107,198	111,123	115,111	119,225	123,651	27
	MO	6,967	7,221	7,505	7,766	8,037	8,322	8,625	8,933	9,260	9,593	9,935	10,304	
	HR	40.04	41.50	43.13	44.63	46.19	47.83	49.57	51.34	53.22	55.13	57.10	59.22	
28	YR	86,652	90,055	93,187	96,445	99,869	103,502	107,198	111,123	115,111	119,225	123,651	127,953	28
	MO	7,221	7,505	7,766	8,037	8,322	8,625	8,933	9,260	9,593	9,935	10,304	10,663	
	HR	41.50	43.13	44.63	46.19	47.83	49.57	51.34	53.22	55.13	57.10	59.22	61.28	
29	YR	90,055	93,187	96,445	99,869	103,502	107,198	111,123	115,111	119,225	123,651			29
	MO	7,505	7,766	8,037	8,322	8,625	8,933	9,260	9,593	9,935	10,304			
	HR	43.13	44.63	46.19	47.83	49.57	51.34	53.22	55.13	57.10	59.22			
30	YR	93,187	96,445	99,869	103,502	107,198	111,123	115,111	119,225	123,651				30
	MO	7,766	8,037	8,322	8,625	8,933	9,260	9,593	9,935	10,304				
	HR	44.63	46.19	47.83	49.57	51.34	53.22	55.13	57.10	59.22				
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002088	Accessibility Specialist	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000004	Accounting Officer	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000979	Accounting Officer Inter	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002390	Accounting Officer Principal	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000633	Accounting Officer Senior	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003462	Acquisition Management Spec	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
003235	Acquisition Management Spec Sr	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
001447	Affirmative Action Off 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001448	Affirmative Action Off 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
001449	Affirmative Action Off 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001450	Affirmative Action Off 4	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003171	Agency Policy Specialist	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
002867	Agric Advisor	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002868	Agric Consultant	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002010	Agric Marketing Specialist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000014	Agric Marketing Specialist Sr	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000974	Agric Specialist	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002117	Analytical Laboratory Spec	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001907	Animal Health Specialist	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
001437	Appeals Examiner	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
001431	Appeals Examiner Senior	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
001068	Apprenticeship Trng Fld Rep Sr	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
000028	Architect 1	14G	214	16K	26.33	37.70	4,581	6,560	54,977	78,718
000029	Architect 2	14G	214	21K	31.45	45.06	5,472	7,840	65,668	94,085
001635	Arts Program Associate 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001636	Arts Program Associate 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002140	Auction Program Specialist	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
000100	Audiology Specialist	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000102	Auditor	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000978	Auditor Intermediate	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
001067	Auditor Principal	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000636	Auditor Senior	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
001396	Aviation Representative	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
000111	Bacteriologist 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001478	Bacteriologist 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002355	Bacteriology Laboratory Spec	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001493	Behavior Analyst 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002842	Behavior Analyst 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
001495	Behavior Analyst 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000120	Boiler Inspector 1	14G	214	09J	20.76	28.29	3,612	4,922	43,347	59,070
000121	Boiler Inspector 2	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
002875	Braille Specialist	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002876	Braillist	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002573	Business Advisor	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003454	Business Community Dev Rep	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000140	Buyer 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000141	Buyer 2	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
001973	Casualty Actuary	14G	214	28L	40.49	59.79	7,045	10,403	84,543	124,842
003864	Chaplain	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
000153	Chemist 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001477	Chemist 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000754	Chief Of Volunteer Services	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002633	Client Advocate	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003543	Clinical Program Therapist 1	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
003544	Clinical Program Therapist 2	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
003545	Clinical Program Therapist 3	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003867	Clinical Program Therapist 4	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
001514	College Laboratory Srvc Spec	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002649	Commerce Analyst 1	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
000661	Commerce Analyst 2	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001938	Commerce Analyst 3	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
002488	Commerce Consumer Liaison	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002064	Communication Center Spec	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002743	Community Development Rep	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000831	Community Liaison Rep	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003710	Community Svcs Fin Policy Cons	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003711	Community Svcs Fin Policy Spec	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
002052	Community Svcs Program Spec 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002053	Community Svcs Program Spec 2	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002418	Community Svcs Program Spec 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002364	Compensation Analyst	14G	214	20L	30.32	45.06	5,276	7,840	63,308	94,085
003516	Compliance Services Officer In	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003515	Compliance Services Officer Sr	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
001093	Construction Code Rep 1	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
003651	Construction Code Rep 2	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
003876	Construction Proj Coord Princ	14G	214	22L	32.60	48.36	5,672	8,415	68,069	100,976
003881	Construction Proj Coord Senior	14G	214	20L	30.32	45.06	5,276	7,840	63,308	94,085
001061	Consumer Complaint Mediat 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001479	Consumer Complaint Mediat 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003234	Contract Specialist - Const	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
000206	Corr Agent	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
001051	Corr Agent Career	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000643	Corr Agent Senior	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001461	Corr Detention Facil Insp	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069

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003102	Corr Detention Facil Insp Sr	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003542	Corr Discipline Unit Coord	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002252	Corr Hrngs & Rels Offcr	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
003197	Corr Hrngs & Rels Offcr Sr	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
003654	Corr Ind Marketing Rep	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000548	Corr Ind Sales Executive	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003179	Corr Ombudsman Spec	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002136	Corr Program & Policy Monitor	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
001683	Corr Security Casewrkr	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001903	Corr Security Casewrkr Career	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003837	Corr Transitions Program Coord	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003436	Crime Victims Ombudsman Invest	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002591	Criminal Intelligence Analyst	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
007205	Customized Training Rep	14B	214	45B	22.95	40.68	3,993	7,078	47,920	84,940
002311	Deaf & Hard Hear Prog Advisor	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003021	Deputy State Fire Marshal	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000234	Dietitian 1	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000871	Disability Examiner	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002613	Disability Hearings Officer	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002499	Disability Prog Med Rel Coord	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
001387	Disability Prog Specialist	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
000870	Disability Specialist	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002500	Disabled Vets Outreach Prog Re	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002608	Dispute Prev & Resol Spec Sr	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
002962	Economic Development Prog Spec	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002550	Economic Development Rep	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
001790	Economic Oppty Program Spec 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
001791	Economic Oppty Program Spec 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001824	Economic Policy Analyst	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
002688	Educ Finance Specialist 1	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002689	Educ Finance Specialist 2	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
003868	Educ Program Specialist	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000258	Educ Specialist 1	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000259	Educ Specialist 2	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
003387	EED Business Services Spec	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000976	Electrical Area Representative	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
001941	Electromechanical Systems Spec	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
002995	Elevator Code Representative	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
003174	Emp & Econ Devel Cons Aff Spec	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003002	Emp & Trng Prog Coord	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
001795	Emp & Trng Prog Spec Sr	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003204	Employee Assistance Cons Sr	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143

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000274	Employment Counselor	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000926	Employment Counselor Spec	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
001862	Energy Specialist 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002502	Environmental Analyst 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002503	Environmental Analyst 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002504	Environmental Analyst 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003020	Environmental Res Scientist	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
000858	Environmental Specialist 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001657	Environmental Specialist 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000859	Environmental Specialist 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003216	Environmental Specialist 4	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003815	Epidemiologist	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
001930	Epidemiologist Intermediate	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
001931	Epidemiologist Principal	14G	214	20L	30.32	45.06	5,276	7,840	63,308	94,085
003426	Epidemiologist Senior	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
008469	Exec Sec Private Detective Bd	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
001664	Exhibit Designer	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000133	Facilities Bldg & Maint Adv	14G	214	15J	25.42	35.03	4,423	6,095	53,077	73,143
003115	Facilities Construction Coord	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003116	Facilities Coordinator	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
003506	Finance Specialist 1	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003507	Finance Specialist 2	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
003508	Finance Specialist 3	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
001642	Financial Aids Officer	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002247	Financial Inst Analyst	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
002244	Financial Inst Asst Examiner	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002245	Financial Inst Examiner	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002246	Financial Inst Examiner Senior	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
001016	Food Stndrds Compliance Office	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003792	Forensic Art Specialist	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
000214	Forensic Scientist 1	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000215	Forensic Scientist 2	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
001429	Forensic Scientist 3	14G	214	19L	29.27	43.54	5,093	7,576	61,116	90,912
000310	Geneticist	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
000311	Geologist	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
001303	Grants Specialist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002241	Grants Specialist Coord	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
001644	Grants Specialist Inter	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
001304	Grants Specialist Sr	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003322	Health Care Compliance Spec Sr	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
002697	Health Care Program Invest	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003125	Health Care Program Invest Sr	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690

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000337	Health Educator 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000338	Health Educator 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002676	Health Educator 3	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003164	Health Financial Analyst	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003350	Health Laboratory Surveyor	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001307	Health Physicist 1	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000832	Health Program Rep	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001377	Health Program Rep Inter	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000833	Health Program Rep Senior	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002717	Hearing Impaired Prog Interprt	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002495	Horticulturist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001443	Housing Dev Off	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
001557	Housing Dev Off Inter	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001444	Housing Dev Off Senior	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
002133	Housing Financial Analyst	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
003680	Housing Financial Analyst Sr	14G	214	19L	29.27	43.54	5,093	7,576	61,116	90,912
003564	Housing Program/Policy Spec	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
000652	Human Resources Consultant 1	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003882	Human Resources Consultant 2	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
000498	Human Resources Specialist 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001423	Human Resources Specialist 2	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003017	Human Resources Specialist 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000900	Human Rights Enforc Offcr 1	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
001946	Human Rights Enforc Offcr 2	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003866	Human Svcs Investigator	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
002680	Human Svcs Licensor	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
002481	Human Svcs Quality Cont Rev	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
000955	Hydrologist 1	14G	214	09J	20.76	28.29	3,612	4,922	43,347	59,070
000958	Hydrologist 2	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000959	Hydrologist 3	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
002460	Income Mntc Prog Advisor	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002458	Income Mntc Prog Analyst	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002461	Income Mntc Prog Consultant	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002459	Income Mntc Prog Rep	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
000381	Industrial Economist	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
001822	Industrial Hygienist 1	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002668	Industrial Hygienist 2	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
001438	Industrial Hygienist 3	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
001314	Information Officer 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000647	Information Officer 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000577	Information Officer 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003583	Information Technology Spec 1	14F	214	06M	19.38	29.09	3,372	5,062	40,465	60,740

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003584	Information Technology Spec 2	14F	214	09O	21.40	34.79	3,724	6,053	44,683	72,642
003585	Information Technology Spec 3	14F	214	14O	25.34	41.65	4,409	7,247	52,910	86,965
003586	Information Technology Spec 4	14F	214	17O	28.14	46.42	4,896	8,077	58,756	96,925
003587	Information Technology Spec 5	14F	214	19P	30.16	51.57	5,248	8,973	62,974	107,678
000814	International Trade Rep	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002577	Interpret Naturalist 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001621	Interpret Naturalist 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003304	Interpret Naturalist 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003612	Interpret Naturalist Itasca Pk	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
003176	Investigation Specialist	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
001800	Investigator	14G	214	08J	20.07	27.30	3,492	4,750	41,906	57,002
001801	Investigator Senior	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003796	Investigator-Corrections Intel	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
008805	Investment Analyst 2	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
008804	Investment Analyst 3	14G	214	19L	29.27	43.54	5,093	7,576	61,116	90,912
003814	IRRRB Loan Officer	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
000406	Labor Investigator	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001069	Labor Investigator Senior	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002482	Labor Relations Consultant 1	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002483	Labor Relations Consultant 2	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002692	Labor Relations Consultant 3	14G	214	22L	32.60	48.36	5,672	8,415	68,069	100,976
002642	Landscape Architect Registered	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003526	Landscape Architect Senior	14G	214	18K	28.29	40.49	4,922	7,045	59,070	84,543
000418	Landscape Design Specialist	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
003086	Lawful Gambling Comp Reg 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003572	Lawful Gambling Comp Reg 2	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003573	Lawful Gambling Comp Reg 3	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
001593	Lease Specialist	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
002957	Legal Analyst	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002913	Library Dev And Svcs Spec	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
000428	Library/Info Res Serv Spec	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
001393	Library/Info Res Serv Spec Sr	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003859	Lic Alcohol/Drug Counselor	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
000823	Life Actuary Associate	14G	214	22K	32.60	46.66	5,672	8,119	68,069	97,426
001758	Loan Officer	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002661	Loan Officer Senior	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002014	Local Govt Audit	14G	214	07H	19.48	24.60	3,390	4,280	40,674	51,365
002015	Local Govt Audit Inter	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002016	Local Govt Audit Senior	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002356	Local Govt Audit Staff Spec	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
002357	Local Govt Audit Staff Spec Sr	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
003246	Lottery Corporate Accts Rep	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690

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003650	Lottery Sales Representative	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
000006	Management Analyst 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001528	Management Analyst 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000893	Management Analyst 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000634	Management Analyst 4	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
003730	Management Analyst Staff Spec	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003067	Management Consultant	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003068	Management Consultant Sr	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
002541	Management Development Coord	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000455	Medical Technologist	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
002449	Mental Health Prog Advisor	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002496	Mental Health Prog Consultant	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000460	Migrant Labor Rep	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002092	Mineland Reclamation Spec	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002698	Mineland Reclamation Spec Sr	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002152	Mineral Operations Spec	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003316	Mn Career Info System Spec	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
007012	MnSCU Academic Professional 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
007022	MnSCU Academic Professional 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
007013	MnSCU Academic Professional 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
007024	MnSCU Academic Professional 4	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
007204	MnSCU Academic Professional 5	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
007203	MnSCU Academic Professional 6	14G	214	20L	30.32	45.06	5,276	7,840	63,308	94,085
003718	MnSCU Regional Audit Coord	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
003279	MnSCU Security Coordinator	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
001376	MnSCU Student Activ Coord	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
002855	MnSCU Student Activ Coord Sr	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
003886	MnSCU System Audit Coordinator	14G	214	24L	35.03	51.92	6,095	9,034	73,143	108,409
000471	Mortician Investigator	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002081	Music Therapist Senior	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003822	NR Area Hydrologist	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002977	NR Forestry Program Coord	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002976	NR Forestry Regional Spec	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
001739	NR Forestry Specialist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002974	NR Forestry Specialist Int	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002975	NR Forestry Specialist Senior	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003446	NR Forestry Wldfire Dispatcher	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003493	NR Helicopter Oper Spec	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003130	NR Parks Prog Coord	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003131	NR Parks Spec Sr-Resource Mgmt	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001742	NR Parks Specialist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003410	NR Parks Specialist Int	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070

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003318	NR Pilot	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003740	NR Prog Consultant	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
002932	NR Prog Coordinator	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003741	NR Spec Eco Svcs	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
003746	NR Spec Fisheries	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
003742	NR Spec Int Eco Svcs	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003744	NR Spec Int Fish Research	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003747	NR Spec Int Fisheries	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003759	NR Spec Int Trails & Waterways	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003753	NR Spec Int WL	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003756	NR Spec Int WL Research	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003743	NR Spec Sr Eco Svcs	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002800	NR Spec Sr Ecologist	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003745	NR Spec Sr Fish Research	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003748	NR Spec Sr Fisheries	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003760	NR Spec Sr Trails & Waterways	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003754	NR Spec Sr WL	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003757	NR Spec Sr WL Research	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003758	NR Spec Trails & Waterways	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
003752	NR Spec WL	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
003755	NR Spec WL Research	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
000480	Nutrition Program Consultant	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
002493	Occup Safety & Hlth Trng Off	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
002082	Occup Therapist	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
002083	Occup Therapist Senior	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
008743	Ombudsperson For Child Protect	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002029	Peace Off Contin Educ Coord	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
001826	Peace Off Standards & Trng Eva	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002030	Peace Off Standards Coordinato	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
001684	Physical Therapist	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
000511	Planner	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002376	Planner Intermediate	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002287	Planner Principal Comm Spec	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
000510	Planner Principal State	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002601	Planner Principal Transp	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
000512	Planner Senior Community	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000837	Planner Senior State	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000518	Planner Senior Trans	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000812	Planning Dir State	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
003668	Planning Program Coord Transp	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
001548	Plant Health Specialist 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001470	Plant Health Specialist 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070

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003236	Plant Health Specialist 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003091	Plumbing Standards Rep	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002470	Pollution Cont Emr Resp Spe	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
002784	Pollution Cont Proj Leader	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
008758	Proj Analyst	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
008756	Proj Consultant	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
008755	Proj Consultant Sr	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
008757	Proj Specialist	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
008747	Proj Team Leader	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
000023	Property Tax Compliance Ofc 1	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003425	Property Tax Compliance Ofc 2	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
000560	Psychologist 1	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000561	Psychologist 2	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000562	Psychologist 3	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
001521	Pub Util Financial Analyst 1	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
001522	Pub Util Financial Analyst 2	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
001523	Pub Util Financial Analyst 3	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
001830	Pub Util Financial Analyst 4	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
001525	Pub Util Rates Analyst 2	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
001526	Pub Util Rates Analyst 3	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
001831	Pub Util Rates Analyst 4	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
002159	Pub Util Statistical Analyst 4	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
000576	Public Health Sanitarian 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001504	Public Health Sanitarian 2	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
001309	Public Health Sanitarian 3	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003580	Public Health Social Wkr Spec	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000582	Radiation Specialist 1	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
001775	Radiation Specialist 2	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003510	Radiation Specialist 3	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
001050	Radio/TV Program Coordinator	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000852	Real Estate Associate	14G	214	08J	20.07	27.30	3,492	4,750	41,906	57,002
001378	Real Estate Representative	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
000617	Real Estate Representative Sr	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003563	Real Estate Specialist	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
002987	Realty Program Coordinator	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002856	Realty Specialist	14G	214	08J	20.07	27.30	3,492	4,750	41,906	57,002
002857	Realty Specialist Sr	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002084	Recreation Therapist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002846	Recreation Therapist Lead	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002085	Recreation Therapist Senior	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
002988	Recreational Fac Market Spec	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002827	Regional Res Disability Spec	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001052	Rehabilitation Couns Career	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003721	Rehabilitation Couns Lead	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000658	Rehabilitation Couns Sr	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
002394	Rehabilitation Program Spec 1	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002395	Rehabilitation Program Spec 2	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000598	Rehabilitation Program Spec 3	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
000599	Rehabilitation Representative	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003313	Reimbursement Fiscal Analyst 2	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
003264	Reimbursement Rate Setting Spe	14G	214	19L	29.27	43.54	5,093	7,576	61,116	90,912
003096	Reimbursement Specialist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000892	Research Analysis Spec	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
000659	Research Analysis Spec Sr	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000604	Research Analyst	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002251	Research Analyst Intermediate	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000607	Research Scientist 1	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
000608	Research Scientist 2	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000609	Research Scientist 3	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
003799	Retail Merchandise Coordinator	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003427	Retirement Services Prog Coord	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000613	Retirement Services Spec	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000660	Retirement Services Spec Inter	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003871	Retirement Services Spec Prin	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
002272	Retirement Services Spec Sr	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002762	Revenue Collections Officer 2	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002763	Revenue Collections Officer 3	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002764	Revenue Collections Officer 4	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002765	Revenue Collections Officer 5	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003346	Revenue Operations Spec	14G	214	17L	27.30	40.49	4,750	7,045	57,002	84,543
002681	Revenue Special Invest 1	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
002480	Revenue Special Invest 2	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
002756	Revenue Tax Specialist	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002757	Revenue Tax Specialist Int	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002760	Revenue Tax Specialist Princ	14G	214	16L	26.33	39.06	4,581	6,796	54,977	81,557
003482	Revenue Tax Specialist Senior	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
001399	Safety & Health Officer 1	14G	214	08J	20.07	27.30	3,492	4,750	41,906	57,002
001400	Safety & Health Officer 2	14G	214	11K	22.20	31.45	3,863	5,472	46,354	65,668
002687	Safety Administrator	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002605	Safety Consultant	14G	214	11K	22.20	31.45	3,863	5,472	46,354	65,668
003519	Safety Consultant Principal	14G	214	16K	26.33	37.70	4,581	6,560	54,977	78,718
000621	Safety Investigator 1	14G	214	08J	20.07	27.30	3,492	4,750	41,906	57,002
001072	Safety Investigator 2	14G	214	11K	22.20	31.45	3,863	5,472	46,354	65,668
003845	Safety Investigator 3	14G	214	13K	23.73	33.77	4,129	5,876	49,548	70,512

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003438	Safety Investigator 4	14G	214	16K	26.33	37.70	4,581	6,560	54,977	78,718
001937	Sign Language Interpreter	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003682	Sign Language Interpreter Lead	14G	214	09L	20.76	30.32	3,612	5,276	43,347	63,308
003683	Sign Language Interpreter Spec	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002843	Skills Development Specialist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003424	Small Busines Assistance Coord	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002715	Social Svcs Prog Advisor	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002716	Social Svcs Prog Consultant	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
001005	Social Work Spec	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003518	Social Work Spec Sr-Human Svcs	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
000677	Social Worker	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000662	Social Worker Senior	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000678	Soil Conservation Rep	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002054	Soil Scientist 1	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002055	Soil Scientist 2	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
002989	Special Events Coordinator	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002003	Speech Pathology Clinician	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
002002	Speech Pathology Specialist	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002824	Sports Medicine Specialist	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003604	State Prog Admin	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003608	State Prog Admin Coordinator	14G	214	18L	28.29	42.08	4,922	7,322	59,070	87,863
003605	State Prog Admin Intermediate	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003607	State Prog Admin Prin	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003606	State Prog Admin Sr	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001412	Steamfitting Standards Rep	14G	214	14K	24.60	35.03	4,280	6,095	51,365	73,143
000401	Student Records Coordinator	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002150	Student Registration Coord	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003352	Systems Architect	14F	214	21P	32.42	55.33	5,641	9,627	67,693	115,529
003182	Tourism Regional Coord	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003670	Traffic Mgmt Sys Integrator Sp	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
001409	Training & Development Spec 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001410	Training & Development Spec 2	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
000996	Training & Development Spec 3	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001411	Training & Development Spec 4	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
003589	Transp Acquisition Specialist	14G	214	14L	24.60	36.25	4,280	6,308	51,365	75,690
003693	Transp Act Base Cost/Mgmt Cons	14G	214	22L	32.60	48.36	5,672	8,415	68,069	100,976
003560	Transp Market Researcher	14G	214	19L	29.27	43.54	5,093	7,576	61,116	90,912
003601	Transp Prog Spec (Hazard Mtls)	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003703	Transp Prog Specialist 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003442	Transp Prog Specialist 2	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003441	Transp Prog Specialist 3	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
003700	Transp Prog Specialist 4	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003649	Transp Prog Team Leader	14G	214	15L	25.42	37.70	4,423	6,560	53,077	78,718
003384	Transp Rate & Tariff Spec	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
000813	Travel & Tourism Rep	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002421	Treasury Financial Invest Off	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
001705	Unemployment Ins Aud 1	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001706	Unemployment Ins Aud 2	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
003132	Unemployment Ins Aud Spec	14G	214	11L	22.20	32.60	3,863	5,672	46,354	68,069
002930	Unemployment Ins Oper Analyst	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000787	Unemployment Ins Prog Spec 1	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002203	Unemployment Ins Prog Spec 2	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002204	Unemployment Ins Prog Spec 3	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003081	Vendor Mgmt Spec	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
000667	Veterans Asst Coord	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
001084	Veterans Claims Rep	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003835	Veterans Claims Rep Senior	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
001055	Veterans Employment Rep Senior	14G	214	08L	20.07	29.27	3,492	5,093	41,906	61,116
002618	Vocational Evaluator	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
002525	Vocational Rehab Placmnt Coord	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
000755	Volunteer Services Coordinator	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
003227	Water & Soil Conservationist	14G	214	13L	23.73	35.03	4,129	6,095	49,548	73,143
003018	Well Inspector	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
003539	Well Standard Representative	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003291	Workers Comp Claims Mgt Spc	14G	214	06L	18.82	27.30	3,275	4,750	39,296	57,002
003292	Workers Comp Claims Mgt Spc In	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
003293	Workers Comp Claims Mgt Spc Sr	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
002931	Workforce Development Rep	14G	214	05L	18.20	26.33	3,167	4,581	38,002	54,977
000786	Workforce Development Spec 1	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
002201	Workforce Development Spec 2	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668
002202	Workforce Development Spec 3	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003470	Zoo Facilities Advisor	14G	214	12L	22.95	33.77	3,993	5,876	47,920	70,512
003575	Zoo Life Support Coordinator	14G	214	07L	19.48	28.29	3,390	4,922	40,674	59,070
003523	Zoologist	14G	214	10L	21.44	31.45	3,731	5,472	44,767	65,668

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
002088	Accessibility Specialist	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000004	Accounting Officer	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000979	Accounting Officer Inter	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002390	Accounting Officer Principal	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000633	Accounting Officer Senior	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003462	Acquisition Management Spec	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
003235	Acquisition Management Spec Sr	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
001447	Affirmative Action Off 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001448	Affirmative Action Off 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
001449	Affirmative Action Off 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001450	Affirmative Action Off 4	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003171	Agency Policy Specialist	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
002867	Agric Advisor	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002868	Agric Consultant	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002010	Agric Marketing Specialist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000014	Agric Marketing Specialist Sr	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000974	Agric Specialist	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002117	Analytical Laboratory Spec	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001907	Animal Health Specialist	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
001437	Appeals Examiner	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
001431	Appeals Examiner Senior	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
001068	Apprenticeship Trng Fld Rep Sr	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
000028	Architect 1	14G	214	16K	26.99	38.64	4,696	6,723	56,355	80,680
000029	Architect 2	14G	214	21K	32.24	46.19	5,610	8,037	67,317	96,445
001635	Arts Program Associate 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001636	Arts Program Associate 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002140	Auction Program Specialist	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
000100	Audiology Specialist	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000102	Auditor	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000978	Auditor Intermediate	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
001067	Auditor Principal	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000636	Auditor Senior	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
001396	Aviation Representative	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
000111	Bacteriologist 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001478	Bacteriologist 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002355	Bacteriology Laboratory Spec	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001493	Behavior Analyst 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002842	Behavior Analyst 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
001495	Behavior Analyst 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000120	Boiler Inspector 1	14G	214	09J	21.28	29.00	3,703	5,046	44,433	60,552
000121	Boiler Inspector 2	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
002875	Braille Specialist	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640

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002876	Braillist	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002573	Business Advisor	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003454	Business Community Dev Rep	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000140	Buyer 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000141	Buyer 2	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
001973	Casualty Actuary	14G	214	28L	41.50	61.28	7,221	10,663	86,652	127,953
003864	Chaplain	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
000153	Chemist 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001477	Chemist 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000754	Chief Of Volunteer Services	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002633	Client Advocate	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003543	Clinical Program Therapist 1	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
003544	Clinical Program Therapist 2	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
003545	Clinical Program Therapist 3	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003867	Clinical Program Therapist 4	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
001514	College Laboratory Srvc Spec	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002649	Commerce Analyst 1	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
000661	Commerce Analyst 2	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001938	Commerce Analyst 3	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
002488	Commerce Consumer Liaison	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002064	Communication Center Spec	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002743	Community Development Rep	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000831	Community Liaison Rep	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003710	Community Svcs Fin Policy Cons	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003711	Community Svcs Fin Policy Spec	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
002052	Community Svcs Program Spec 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002053	Community Svcs Program Spec 2	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002418	Community Svcs Program Spec 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002364	Compensation Analyst	14G	214	20L	31.08	46.19	5,408	8,037	64,895	96,445
003516	Compliance Services Officer In	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003515	Compliance Services Officer Sr	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
001093	Construction Code Rep 1	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
003651	Construction Code Rep 2	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
003876	Construction Proj Coord Princ	14G	214	22L	33.42	49.57	5,815	8,625	69,781	103,502
003881	Construction Proj Coord Senior	14G	214	20L	31.08	46.19	5,408	8,037	64,895	96,445
001061	Consumer Complaint Mediat 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001479	Consumer Complaint Mediat 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003234	Contract Specialist - Const	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
000206	Corr Agent	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
001051	Corr Agent Career	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000643	Corr Agent Senior	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001461	Corr Detention Facil Insp	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781

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003102	Corr Detention Facil Insp Sr	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003542	Corr Discipline Unit Coord	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002252	Corr Hrngs & Rels Offcr	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
003197	Corr Hrngs & Rels Offcr Sr	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
003654	Corr Ind Marketing Rep	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000548	Corr Ind Sales Executive	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003179	Corr Ombudsman Spec	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002136	Corr Program & Policy Monitor	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
001683	Corr Security Casewrkr	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001903	Corr Security Casewrkr Career	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003837	Corr Transitions Program Coord	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003436	Crime Victims Ombudsman Invest	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002591	Criminal Intelligence Analyst	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
007205	Customized Training Rep	14B	214	45B	23.52	41.70	4,092	7,256	49,110	87,070
002311	Deaf & Hard Hear Prog Advisor	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003021	Deputy State Fire Marshal	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000234	Dietitian 1	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000871	Disability Examiner	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002613	Disability Hearings Officer	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002499	Disability Prog Med Rel Coord	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
001387	Disability Prog Specialist	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
000870	Disability Specialist	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002500	Disabled Vets Outreach Prog Re	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002608	Dispute Prev & Resol Spec Sr	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
002962	Economic Development Prog Spec	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002550	Economic Development Rep	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
001790	Economic Oppty Program Spec 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
001791	Economic Oppty Program Spec 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001824	Economic Policy Analyst	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
002688	Educ Finance Specialist 1	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002689	Educ Finance Specialist 2	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
003868	Educ Program Specialist	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000258	Educ Specialist 1	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000259	Educ Specialist 2	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
003387	EED Business Services Spec	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000976	Electrical Area Representative	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
001941	Electromechanical Systems Spec	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
002995	Elevator Code Representative	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
003174	Emp & Econ Devel Cons Aff Spec	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003002	Emp & Trng Prog Coord	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
001795	Emp & Trng Prog Spec Sr	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003204	Employee Assistance Cons Sr	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980

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000274	Employment Counselor	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000926	Employment Counselor Spec	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
001862	Energy Specialist 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002502	Environmental Analyst 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002503	Environmental Analyst 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002504	Environmental Analyst 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003020	Environmental Res Scientist	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
000858	Environmental Specialist 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001657	Environmental Specialist 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000859	Environmental Specialist 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003216	Environmental Specialist 4	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003815	Epidemiologist	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
001930	Epidemiologist Intermediate	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
001931	Epidemiologist Principal	14G	214	20L	31.08	46.19	5,408	8,037	64,895	96,445
003426	Epidemiologist Senior	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
008469	Exec Sec Private Detective Bd	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
001664	Exhibit Designer	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000133	Facilities Bldg & Maint Adv	14G	214	15J	26.06	35.91	4,534	6,248	54,413	74,980
003115	Facilities Construction Coord	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003116	Facilities Coordinator	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
003506	Finance Specialist 1	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003507	Finance Specialist 2	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
003508	Finance Specialist 3	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
001642	Financial Aids Officer	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002247	Financial Inst Analyst	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
002244	Financial Inst Asst Examiner	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002245	Financial Inst Examiner	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002246	Financial Inst Examiner Senior	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
001016	Food Stndrds Compliance Office	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003792	Forensic Art Specialist	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
000214	Forensic Scientist 1	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000215	Forensic Scientist 2	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
001429	Forensic Scientist 3	14G	214	19L	30.00	44.63	5,220	7,766	62,640	93,187
000310	Geneticist	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
000311	Geologist	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
001303	Grants Specialist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002241	Grants Specialist Coord	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
001644	Grants Specialist Inter	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
001304	Grants Specialist Sr	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003322	Health Care Compliance Spec Sr	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
002697	Health Care Program Invest	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003125	Health Care Program Invest Sr	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590

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000337	Health Educator 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000338	Health Educator 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002676	Health Educator 3	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003164	Health Financial Analyst	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003350	Health Laboratory Surveyor	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001307	Health Physicist 1	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000832	Health Program Rep	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001377	Health Program Rep Inter	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000833	Health Program Rep Senior	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002717	Hearing Impaired Prog Interprt	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002495	Horticulturist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001443	Housing Dev Off	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
001557	Housing Dev Off Inter	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001444	Housing Dev Off Senior	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
002133	Housing Financial Analyst	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
003680	Housing Financial Analyst Sr	14G	214	19L	30.00	44.63	5,220	7,766	62,640	93,187
003564	Housing Program/Policy Spec	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
000652	Human Resources Consultant 1	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003882	Human Resources Consultant 2	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
000498	Human Resources Specialist 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001423	Human Resources Specialist 2	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003017	Human Resources Specialist 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000900	Human Rights Enforc Offcr 1	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
001946	Human Rights Enforc Offcr 2	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003866	Human Svcs Investigator	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
002680	Human Svcs Licensor	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
002481	Human Svcs Quality Cont Rev	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
000955	Hydrologist 1	14G	214	09J	21.28	29.00	3,703	5,046	44,433	60,552
000958	Hydrologist 2	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000959	Hydrologist 3	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
002460	Income Mntc Prog Advisor	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002458	Income Mntc Prog Analyst	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002461	Income Mntc Prog Consultant	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002459	Income Mntc Prog Rep	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
000381	Industrial Economist	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
001822	Industrial Hygienist 1	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002668	Industrial Hygienist 2	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
001438	Industrial Hygienist 3	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
001314	Information Officer 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000647	Information Officer 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000577	Information Officer 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003583	Information Technology Spec 1	14F	214	06M	19.86	29.82	3,456	5,189	41,468	62,264

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003584	Information Technology Spec 2	14F	214	09O	21.94	35.66	3,818	6,205	45,811	74,458
003585	Information Technology Spec 3	14F	214	14O	25.97	42.69	4,519	7,428	54,225	89,137
003586	Information Technology Spec 4	14F	214	17O	28.84	47.58	5,018	8,279	60,218	99,347
003587	Information Technology Spec 5	14F	214	19P	30.91	52.86	5,378	9,198	64,540	110,372
000814	International Trade Rep	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002577	Interpret Naturalist 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001621	Interpret Naturalist 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003304	Interpret Naturalist 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003612	Interpret Naturalist Itasca Pk	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
003176	Investigation Specialist	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
001800	Investigator	14G	214	08J	20.57	27.98	3,579	4,869	42,950	58,422
001801	Investigator Senior	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003796	Investigator-Corrections Intel	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
008805	Investment Analyst 2	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
008804	Investment Analyst 3	14G	214	19L	30.00	44.63	5,220	7,766	62,640	93,187
003814	IRRRB Loan Officer	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
000406	Labor Investigator	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001069	Labor Investigator Senior	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002482	Labor Relations Consultant 1	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002483	Labor Relations Consultant 2	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002692	Labor Relations Consultant 3	14G	214	22L	33.42	49.57	5,815	8,625	69,781	103,502
002642	Landscape Architect Registered	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003526	Landscape Architect Senior	14G	214	18K	29.00	41.50	5,046	7,221	60,552	86,652
000418	Landscape Design Specialist	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
003086	Lawful Gambling Comp Reg 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003572	Lawful Gambling Comp Reg 2	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003573	Lawful Gambling Comp Reg 3	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
001593	Lease Specialist	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
002957	Legal Analyst	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002913	Library Dev And Svcs Spec	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
000428	Library/Info Res Serv Spec	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
001393	Library/Info Res Serv Spec Sr	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003859	Lic Alcohol/Drug Counselor	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
000823	Life Actuary Associate	14G	214	22K	33.42	47.83	5,815	8,322	69,781	99,869
001758	Loan Officer	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002661	Loan Officer Senior	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002014	Local Govt Audit	14G	214	07H	19.97	25.22	3,475	4,388	41,697	52,659
002015	Local Govt Audit Inter	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002016	Local Govt Audit Senior	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002356	Local Govt Audit Staff Spec	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
002357	Local Govt Audit Staff Spec Sr	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
003246	Lottery Corporate Accts Rep	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590

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003650	Lottery Sales Representative	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
000006	Management Analyst 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001528	Management Analyst 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000893	Management Analyst 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000634	Management Analyst 4	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
003730	Management Analyst Staff Spec	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003067	Management Consultant	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003068	Management Consultant Sr	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
002541	Management Development Coord	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000455	Medical Technologist	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
002449	Mental Health Prog Advisor	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002496	Mental Health Prog Consultant	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000460	Migrant Labor Rep	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002092	Mineland Reclamation Spec	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002698	Mineland Reclamation Spec Sr	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002152	Mineral Operations Spec	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003316	Mn Career Info System Spec	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
007012	MnSCU Academic Professional 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
007022	MnSCU Academic Professional 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
007013	MnSCU Academic Professional 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
007024	MnSCU Academic Professional 4	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
007204	MnSCU Academic Professional 5	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
007203	MnSCU Academic Professional 6	14G	214	20L	31.08	46.19	5,408	8,037	64,895	96,445
003718	MnSCU Regional Audit Coord	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
003279	MnSCU Security Coordinator	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
001376	MnSCU Student Activ Coord	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
002855	MnSCU Student Activ Coord Sr	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
003886	MnSCU System Audit Coordinator	14G	214	24L	35.91	53.22	6,248	9,260	74,980	111,123
000471	Mortician Investigator	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002081	Music Therapist Senior	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003822	NR Area Hydrologist	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002977	NR Forestry Program Coord	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002976	NR Forestry Regional Spec	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
001739	NR Forestry Specialist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002974	NR Forestry Specialist Int	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002975	NR Forestry Specialist Senior	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003446	NR Forestry Wldfire Dispatcher	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003493	NR Helicopter Oper Spec	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003130	NR Parks Prog Coord	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003131	NR Parks Spec Sr-Resource Mgmt	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001742	NR Parks Specialist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003410	NR Parks Specialist Int	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552

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003318	NR Pilot	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003740	NR Prog Consultant	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
002932	NR Prog Coordinator	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003741	NR Spec Eco Svcs	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
003746	NR Spec Fisheries	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
003742	NR Spec Int Eco Svcs	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003744	NR Spec Int Fish Research	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003747	NR Spec Int Fisheries	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003759	NR Spec Int Trails & Waterways	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003753	NR Spec Int WL	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003756	NR Spec Int WL Research	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003743	NR Spec Sr Eco Svcs	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002800	NR Spec Sr Ecologist	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003745	NR Spec Sr Fish Research	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003748	NR Spec Sr Fisheries	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003760	NR Spec Sr Trails & Waterways	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003754	NR Spec Sr WL	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003757	NR Spec Sr WL Research	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003758	NR Spec Trails & Waterways	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
003752	NR Spec WL	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
003755	NR Spec WL Research	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
000480	Nutrition Program Consultant	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
002493	Occup Safety & Hlth Trng Off	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
002082	Occup Therapist	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
002083	Occup Therapist Senior	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
008743	Ombudsperson For Child Protect	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002029	Peace Off Contin Educ Coord	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
001826	Peace Off Standards & Trng Eva	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002030	Peace Off Standards Coordinato	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
001684	Physical Therapist	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
000511	Planner	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002376	Planner Intermediate	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002287	Planner Principal Comm Spec	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
000510	Planner Principal State	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002601	Planner Principal Transp	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
000512	Planner Senior Community	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000837	Planner Senior State	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000518	Planner Senior Trans	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000812	Planning Dir State	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
003668	Planning Program Coord Transp	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
001548	Plant Health Specialist 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001470	Plant Health Specialist 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552

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003236	Plant Health Specialist 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003091	Plumbing Standards Rep	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002470	Pollution Cont Emr Resp Spe	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
002784	Pollution Cont Proj Leader	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
008758	Proj Analyst	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
008756	Proj Consultant	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
008755	Proj Consultant Sr	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
008757	Proj Specialist	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
008747	Proj Team Leader	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
000023	Property Tax Compliance Ofc 1	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003425	Property Tax Compliance Ofc 2	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
000560	Psychologist 1	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000561	Psychologist 2	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000562	Psychologist 3	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
001521	Pub Util Financial Analyst 1	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
001522	Pub Util Financial Analyst 2	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
001523	Pub Util Financial Analyst 3	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
001830	Pub Util Financial Analyst 4	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
001525	Pub Util Rates Analyst 2	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
001526	Pub Util Rates Analyst 3	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
001831	Pub Util Rates Analyst 4	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
002159	Pub Util Statistical Analyst 4	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
000576	Public Health Sanitarian 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001504	Public Health Sanitarian 2	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
001309	Public Health Sanitarian 3	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003580	Public Health Social Wkr Spec	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000582	Radiation Specialist 1	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
001775	Radiation Specialist 2	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003510	Radiation Specialist 3	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
001050	Radio/TV Program Coordinator	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000852	Real Estate Associate	14G	214	08J	20.57	27.98	3,579	4,869	42,950	58,422
001378	Real Estate Representative	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
000617	Real Estate Representative Sr	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003563	Real Estate Specialist	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
002987	Realty Program Coordinator	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002856	Realty Specialist	14G	214	08J	20.57	27.98	3,579	4,869	42,950	58,422
002857	Realty Specialist Sr	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002084	Recreation Therapist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002846	Recreation Therapist Lead	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002085	Recreation Therapist Senior	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
002988	Recreational Fac Market Spec	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002827	Regional Res Disability Spec	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266

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001052	Rehabilitation Couns Career	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003721	Rehabilitation Couns Lead	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000658	Rehabilitation Couns Sr	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
002394	Rehabilitation Program Spec 1	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002395	Rehabilitation Program Spec 2	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000598	Rehabilitation Program Spec 3	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
000599	Rehabilitation Representative	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003313	Reimbursement Fiscal Analyst 2	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
003264	Reimbursement Rate Setting Spe	14G	214	19L	30.00	44.63	5,220	7,766	62,640	93,187
003096	Reimbursement Specialist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000892	Research Analysis Spec	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
000659	Research Analysis Spec Sr	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000604	Research Analyst	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002251	Research Analyst Intermediate	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000607	Research Scientist 1	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
000608	Research Scientist 2	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000609	Research Scientist 3	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
003799	Retail Merchandise Coordinator	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003427	Retirement Services Prog Coord	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000613	Retirement Services Spec	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000660	Retirement Services Spec Inter	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003871	Retirement Services Spec Prin	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
002272	Retirement Services Spec Sr	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002762	Revenue Collections Officer 2	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002763	Revenue Collections Officer 3	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002764	Revenue Collections Officer 4	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002765	Revenue Collections Officer 5	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003346	Revenue Operations Spec	14G	214	17L	27.98	41.50	4,869	7,221	58,422	86,652
002681	Revenue Special Invest 1	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
002480	Revenue Special Invest 2	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
002756	Revenue Tax Specialist	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002757	Revenue Tax Specialist Int	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002760	Revenue Tax Specialist Princ	14G	214	16L	26.99	40.04	4,696	6,967	56,355	83,604
003482	Revenue Tax Specialist Senior	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
001399	Safety & Health Officer 1	14G	214	08J	20.57	27.98	3,579	4,869	42,950	58,422
001400	Safety & Health Officer 2	14G	214	11K	22.76	32.24	3,960	5,610	47,523	67,317
002687	Safety Administrator	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002605	Safety Consultant	14G	214	11K	22.76	32.24	3,960	5,610	47,523	67,317
003519	Safety Consultant Principal	14G	214	16K	26.99	38.64	4,696	6,723	56,355	80,680
000621	Safety Investigator 1	14G	214	08J	20.57	27.98	3,579	4,869	42,950	58,422
001072	Safety Investigator 2	14G	214	11K	22.76	32.24	3,960	5,610	47,523	67,317
003845	Safety Investigator 3	14G	214	13K	24.32	34.61	4,232	6,022	50,780	72,266

APPENDIX F-2
Unit 214 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2016

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003438	Safety Investigator 4	14G	214	16K	26.99	38.64	4,696	6,723	56,355	80,680
001937	Sign Language Interpreter	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003682	Sign Language Interpreter Lead	14G	214	09L	21.28	31.08	3,703	5,408	44,433	64,895
003683	Sign Language Interpreter Spec	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002843	Skills Development Specialist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003424	Small Busines Assistance Coord	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002715	Social Svcs Prog Advisor	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002716	Social Svcs Prog Consultant	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
001005	Social Work Spec	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003518	Social Work Spec Sr-Human Svcs	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
000677	Social Worker	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000662	Social Worker Senior	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000678	Soil Conservation Rep	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002054	Soil Scientist 1	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002055	Soil Scientist 2	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
002989	Special Events Coordinator	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002003	Speech Pathology Clinician	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
002002	Speech Pathology Specialist	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002824	Sports Medicine Specialist	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003604	State Prog Admin	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003608	State Prog Admin Coordinator	14G	214	18L	29.00	43.13	5,046	7,505	60,552	90,055
003605	State Prog Admin Intermediate	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003607	State Prog Admin Prin	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003606	State Prog Admin Sr	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001412	Steamfitting Standards Rep	14G	214	14K	25.22	35.91	4,388	6,248	52,659	74,980
000401	Student Records Coordinator	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002150	Student Registration Coord	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003352	Systems Architect	14F	214	21P	33.23	56.71	5,782	9,868	69,384	118,410
003182	Tourism Regional Coord	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003670	Traffic Mgmt Sys Integrator Sp	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
001409	Training & Development Spec 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001410	Training & Development Spec 2	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
000996	Training & Development Spec 3	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001411	Training & Development Spec 4	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
003589	Transp Acquisition Specialist	14G	214	14L	25.22	37.16	4,388	6,466	52,659	77,590
003693	Transp Act Base Cost/Mgmt Cons	14G	214	22L	33.42	49.57	5,815	8,625	69,781	103,502
003560	Transp Market Researcher	14G	214	19L	30.00	44.63	5,220	7,766	62,640	93,187
003601	Transp Prog Spec (Hazard Mtls)	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003703	Transp Prog Specialist 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003442	Transp Prog Specialist 2	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003441	Transp Prog Specialist 3	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
003700	Transp Prog Specialist 4	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980

APPENDIX F-2
Unit 214 Minnesota Association of Professional Employees
Classes and Salaries as of July 1, 2016

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003649	Transp Prog Team Leader	14G	214	15L	26.06	38.64	4,534	6,723	54,413	80,680
003384	Transp Rate & Tariff Spec	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
000813	Travel & Tourism Rep	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002421	Treasury Financial Invest Off	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
001705	Unemployment Ins Aud 1	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001706	Unemployment Ins Aud 2	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
003132	Unemployment Ins Aud Spec	14G	214	11L	22.76	33.42	3,960	5,815	47,523	69,781
002930	Unemployment Ins Oper Analyst	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000787	Unemployment Ins Prog Spec 1	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002203	Unemployment Ins Prog Spec 2	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002204	Unemployment Ins Prog Spec 3	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003081	Vendor Mgmt Spec	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
000667	Veterans Asst Coord	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
001084	Veterans Claims Rep	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003835	Veterans Claims Rep Senior	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
001055	Veterans Employment Rep Senior	14G	214	08L	20.57	30.00	3,579	5,220	42,950	62,640
002618	Vocational Evaluator	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
002525	Vocational Rehab Placmnt Coord	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
000755	Volunteer Services Coordinator	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
003227	Water & Soil Conservationist	14G	214	13L	24.32	35.91	4,232	6,248	50,780	74,980
003018	Well Inspector	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
003539	Well Standard Representative	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003291	Workers Comp Claims Mgt Spc	14G	214	06L	19.29	27.98	3,356	4,869	40,278	58,422
003292	Workers Comp Claims Mgt Spc In	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
003293	Workers Comp Claims Mgt Spc Sr	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
002931	Workforce Development Rep	14G	214	05L	18.66	26.99	3,247	4,696	38,962	56,355
000786	Workforce Development Spec 1	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
002201	Workforce Development Spec 2	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317
002202	Workforce Development Spec 3	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003470	Zoo Facilities Advisor	14G	214	12L	23.52	34.61	4,092	6,022	49,110	72,266
003575	Zoo Life Support Coordinator	14G	214	07L	19.97	29.00	3,475	5,046	41,697	60,552
003523	Zoologist	14G	214	10L	21.98	32.24	3,825	5,610	45,894	67,317

APPENDIX G
SUPPLEMENTAL AGREEMENTS

A. DEPARTMENT OF AGRICULTURE

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

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

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

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

B. STATE AUDITOR'S OFFICE

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

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

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

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

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

C. DEPARTMENT OF COMMERCE

1. HOURS OF WORK AND OVERTIME

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

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

1. The assignment includes at least nine (9) consecutive working days; and

2. The employee is required to be away from home at least one (1) full weekend.

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

2. STORAGE OF STATE PROPERTY

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

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

3. FINANCIAL INSTITUTION EXAMINER CERTIFICATIONS

The provisions of the Master Agreement are supplemented as follows:

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

D. DEPARTMENT OF CORRECTIONS

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

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

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

2. **FILLING OF VACANCIES**.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **FORMER COUNTY PROBATION OFFICERS**. Rights Within State. The Master Agreement is supplemented by the following for county probation officers who became state employees by a transfer under the provisions of Minnesota Statutes244.19, subdivision 1, paragraph a, clause 4. These provisions are effective for county probation officers transferring on or after January 1, 1987.

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

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

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

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

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

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

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

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

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

7. **WORK ON A HOLIDAY**.

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

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

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

9. **ICS/ISR/CIP/CRP AGENTS**. Article 24, Wages, will be supplemented as follows: Corrections Agents identified as “Intensive Supervised Release Agents” and “Intensive Community Supervision Agents” “Challenge Incarceration Program Agents”, and “Conditional Release Program Agents” will be paid an additional one hundred dollars ($100.00) per payroll period. Intermittent employees shall receive an additional one hundred dollars ($100.00) or be reimbursed under the provisions of Article 25, Section 2 for being in on-call status for a seven (7) day period or part thereof, whichever is less.

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

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

1. electronic monitoring;

2. detention matters; or

3. other situations which have been previously agreed to between the ICS/ISR/CIP/CRP Agent and their immediate supervisor or designee.

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

D. ICS/ISR/CIP/CRP Agents on a scheduled day off and who are instructed by their supervisor to be on-call shall receive on-call or call-back pay in accordance with the provisions of Article 25, Section 1, Call-In and Call-Back and Section 2, On-Call. However, such hours shall be liquidated in cash or compensatory time at the discretion of the employee's supervisor.

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

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

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

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

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

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

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

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

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

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

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

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

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

E. DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

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

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

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

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

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

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

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

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

1. Employees called back as temporary/emergency employees during seasonal or permanent layoff shall be eligible for all benefits/accruals they would have received while in their benefit eligible employment condition.

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

F. MINNESOTA MANAGEMENT & BUDGET

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

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

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

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

G. DEPARTMENT OF HEALTH

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

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

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

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

An employee of the Department of Health who is on-call as defined above shall be compensated at a flat base rate of two hundred dollars ($200) per week of assigned on-call duty.

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

Exempt Employees: fifteen dollars ($15) for thirty (30) minute calls, up to three hundred dollars ($300) per week;

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

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

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

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

H. DEPARTMENT OF HUMAN SERVICES

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 Following Seniority Units Only: 1) SOS Excluding Forensics and 2) MSOP/Forensics.

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 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.

The Following Language Applies to Minnesota Specialty Health Systems – Cambridge ONLY:

Administrative Officer Of The Day

Employees may be assigned Administrative Officer of the Day (AOD) duties.

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

DEPARTMENT OF HUMAN SERVICES

The Following Language Applies to the Following Seniority Units Only: 1) SOS Excluding Forensics and 2) MSOP/Forensics.

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.

I. IRON RANGE RESOURCES AND REHABILITATION BOARD

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

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

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

J. DEPARTMENT OF LABOR AND INDUSTRY

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

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

      a. assisting employees in their use of the complaint procedure, and

      b. making recommendations to management (Affirmative Action Council) on policy, procedure, and training.

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

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

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

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

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

      1. An employee who is issued a notice of layoff shall first follow Article 17, Section 3A4a. If there is no vacancy, then the employee shall either bump the least senior employee in accordance with Article 17, Section 3A4a(1) or accept a vacancy in accordance with Article 17, Section 3A4a(2), the least senior employee is determined in accordance with A. (above).

      2. If neither of the options in Article 17, Section 3A4a are available the employee's seniority in his/her former classes shall count toward time served in the new class for bumping to the lower new class in accordance with the following chart:

TIME SPENT AS (Old Class)	CONVERTS TOWARD TIME IN (New Class)
Workers' Comp. Specialist	Workers' Comp. Claims Mgmt, Spec.
Workers' Comp. Spec., Int.	Workers' Comp. Claims Mgmt, Int.

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

K. MINNESOTA STATE LOTTERY

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

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

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

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

In the case of unsafe road or driving conditions and to the extent work is available that can be done from the LSR's regional office or home, it is in the best interest of the Lottery and its employees to allow LSR's to work from their regional office or home. With the input of Lottery LSR's, regional managers shall determine the character and amount of work that can be done from the LSR's regional office or from home on a case-by-case basis. In the event of unsafe road or driving conditions, and only after obtaining express approval from their regional manager, LSR's shall be permitted to work from their regional office or from home to complete work that can be done from the LSR's regional office location or from home. In the event the unsafe road or driving conditions continue beyond the amount of time approved by the LSR's regional manager to complete work that can be done from the LSR's regional office or home, the LSR may elect to stay or return home. If the LSR elects to stay or return home and the Lottery Director or his/her designee determines it was reasonable to stay or return home, the Lottery will work with Minnesota Management and Budget to determine whether emergency pay is available. The LSR who stays or returns home, however, acknowledges that emergency pay is not guaranteed and the LSR may be required by the Lottery to use appropriate leave as approved by Lottery management.

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

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

FLEXTIME SCHEDULE. Article 27, Section 1A and B shall be supplemented and/or modified as follows:

POLICY

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

SCHEDULES

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

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

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

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

IMPLEMENTATION

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

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

PROCEDURE

1. The employee shall submit a written request for a specific schedule to his/her immediate supervisor at least 14 calendar days prior to the date the new schedule would go into effect, if approved.

2. The immediate supervisor shall review the request and determine to approve or deny the request taking into consideration at least the following factors:

    a. Benefits to be gained as outlined in the above policy statement;
    b. Adverse effects which might result from the requested schedule;
    c. Requests for flextime schedules from other employees of the work unit;
    d. Duties and responsibilities of the employee's position and whether they can be effectively and efficiently performed during the requested schedule;
    e. Level of staffing and supervision necessary at various times of the work day and week to ensure that the work unit's activities are accomplished effectively and efficiently;
    f. Level and quality of service provided to the work unit's customers;
    g. Schedule of other employees within the activity area, office, division or Lottery with whom the requesting employee or the work unit must coordinate activities;
    h. Additional costs or liabilities to the Lottery which would result from the requested schedule; and/or
    i. Any other considerations as appropriate to the work unit.

3. If there are conflicting requests from employees and the needs of the work unit require that not all requests may be approved, the supervisor will approve (if all other factors indicate approval) the request submitted by the employee with the most state seniority. Should conflicts still exist, they will be resolved by lot. No request may be unreasonably denied.

4. The immediate supervisor will provide the employee with written notice and explanation of the decision within 7 calendar days of receipt of the request. A copy of the supervisor's decision must be provided to the Personnel Office.

WORK SCHEDULE CHANGES

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

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

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

APPEALS

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

L. MINNESOTA STATE ACADEMIES

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

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

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

EXTRACURRICULAR ASSIGNMENTS. Article 24 shall be amended as follows:

Payment to employee who are offered and accept extracurricular assignments shall be paid the same rates specified in the 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. 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, they shall be ranked based on years of experience in the Interpreter field. If at this time ties are still present, the order of seniority shall be drawn by lot.

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.

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.

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 25 hours (or hours generally consistent with Faribault Public Schools early release days plus one eight-hour workday) per year designated for interpreter specific professional development.

MAPE reserves the right to add to, modify, or delete any of these proposals.

M. MINNESOTA STATE COLLEGES AND UNIVERSITIES (MNSCU)

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

A. Employees who have more than one year of continuous employment (without a break in service) in a single MnSCU Academic Professional 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 or if he/she meets any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;

3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force;

4. be given, at minimum, forty-five (45) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force; and

5. upon involuntary separation due to reduction in force, have the right to express interest for any MAPE unclassified vacancies posted within MNSCU for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority's Human Resource Director prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.

B. Unclassified employees who change class or class option, or who move to another MnSCU Appointing Authority, shall be subject to a mandatory six (6) month period of service without the provisions of I.A. above. However, by prior written notice from the Appointing Authority, the mandatory period of service may be eliminated or set at any length of time from zero (0) to twelve (12) months. An employee who does not successfully complete the mandatory period of service shall have the following options:

1. Return to the former position if vacant or occupied by a temporary unclassified employee and if agreed to by the Appointing Authority.

2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.

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

C. Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees shall notify the appointing authority that they are interested in the positions by written notice to the Appointing Authority's Human Resources Manager prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. All employees (including those with less than one year of service) shall be eligible for this provision.

D. **Unpaid Leaves of Absence – Unclassified Employees**. Leave may be granted to any unclassified employee, at the discretion of the Appointing Authority, to accept a temporary position in another unclassified or administrative position within the Minnesota State Colleges and Universities. All terms and conditions of the leave shall be placed in writing prior to the commencement of the leave and a copy of the written agreement shall be 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. Employees shall be eligible for annual progression increases and incentive bonuses in accordance with the current MnSCU Human Resources Guideline & Interpretation procedure #CMP005 Customized Training Representative Compensation. No progression increase shall be less than three and one-half percent (3 1/2%). The Association shall be notified of changes to these programs, if possible thirty (30) days prior to the effective date of the changes. Bonus or incentive programs may be instituted at the discretion of the Appointing Authority. Bonuses, when added to the base pay, may cause the total compensation to exceed the salary range.

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

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set two levels of annual goals and objectives. Progress toward meeting the goals and objectives should be reviewed with the employee periodically throughout the fiscal year.

2. Level one goal(s) and objective(s) shall establish the level of performance necessary to determine continuance of employment and progression increases for the next fiscal year.

3. Level two goal(s) and objective(s) shall be set to determine the exceptional performance standards for incentive bonuses for the next fiscal year.

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

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

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

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

1. Customized Training Representatives who have served for three (3) or more years without a break in service in a single Customized Training Representative position within the same seniority unit, that is a minimum fifty percent (50%) of a full-time equivalent position, and who are involuntarily separated from their position due to a reduction in force shall be eligible for the following benefits.

   a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated or if he or she meets any of the other eligibility provisions of Master Agreement, Article 13, Severance.

   b. Customized Training Representatives shall be eligible for six (6) months of Employer Contribution toward their health and dental insurance following their date of involuntary separation.

c. Customized Training Representatives shall be given a minimum of forty-five (45) calendar days notice prior to their last day of work due to an involuntary reduction in force.

d. Customized Training Representatives who are involuntarily separated shall be allowed to express interest for any permanent unclassified vacancies posted within MnSCU for a minimum of six (6) months following the date of their involuntary separation. Customized Training Representatives shall notify the Human Resource Director prior to the application deadline. If the Customized Training Representative meets the posted minimum qualifications of the position, as determined by the Appointing, Authority, he/she shall be granted an interview. Non-selection shall not be grievable.

III. SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS

A. Pursuant to 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.

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

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

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

IV. SIGN LANGUAGE INTERPRETERS

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

V. SENIORITY

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

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

VI. INSURANCE

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

A. Employees who were eligible for and received a full or partial employer insurance contribution from a Technical College or member school district prior to July 1, 1995, shall be eligible for the full or partial State contribution based on the following hours of work: Full contribution - at least 1,155 hours per year; Partial contribution - at least 770 hours per year.

B. An employee who was eligible for and participating in a health, dental or life insurance program provided through their Technical College employment as of June 30, 1995, shall remain eligible to participate in the State group (at the employee's expense) even if the employee does not work sufficient hours to qualify under this Supplemental Agreement.

C. All other employees receive insurance as per the Master Agreement.

VII. **TUITION WAIVER**

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

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

VIII. **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

1. **Definition of an Academic Year Seasonal Employee**. An academic year seasonal employee is an employee whose season is equal to the length of the academic year as established by the college/university administration plus, at the administration's discretion, a maximum aggregate total of four (4) weeks before or after the established academic year begins and ends. Such employees shall be considered to have an employment condition of seasonal part-time or seasonal full-time. Academic year seasonal employees are expected to return to work each year.

2. **Summer Employment**. When there is a need for summer work, a separate intermittent unlimited position shall be established. Intermittent unlimited positions established for this purpose will be ongoing and will be posted/filled in accordance with the Master Agreement. Intermittent employees shall be scheduled as needed and acceptance of an intermittent position will not guarantee summer employment in subsequent years. An academic year seasonal employee appointed concurrently to an intermittent unlimited position shall be covered by the MAPE agreement and shall receive paid holidays and accrue vacation and sick leave consistent with the Master Agreement during the intermittent employment.

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

4. The parties agree that employees shall continue to be eligible for insurance benefits during seasonal breaks as provided in Article 20, Section 3D of the Master Agreement.

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 MnSCU Labor Relations and shall be charged with discussing MAPE's participation in planning for individual staff development and campus-wide training. This may include joint participation with other union's activities. The time spent working on this taskforce by MAPE employees shall be paid release time.

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 Department of Employee Relations shall arrange a meeting with the Association in an attempt to resolve the grievance.

   Within fourteen (14) calendar days following this meeting, the MnSCU 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 MnSCU 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 MnSCU Appointing Authority in the same, transferable or lower class (or class option) for which they are determined to be qualified by the Employer.

OFFICE OF THE CHANCELLOR
WELLS FARGO PLACE
30 7TH ST. E., SUITE 350
ST. PAUL, MN 55101-7804
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Minnesota
STATE COLLEGES
& UNIVERSITIES

March 5, 2012

Ms. Kelly Ahern
Business Agent
Minnesota Association of Professional Employees
3460 Lexington Avenue North
Shoreview, MN 55126-8072

RE: Meet and Confer – Shared Services

Dear Kelly,

Per our discussions during supplemental negotiations today, this letter is to codify our agreement that the Minnesota State Colleges and Universities will agree to a meet and confer.

The purpose of the meet and confer will be to discuss the effect on bargaining unit 214 employees resulting from the MnSCU systems efforts to explore increased usage of shared services opportunities between its institutions.

Sincerely,

Jeffrey O. Wade /s/
System Director for Labor Relations
System Office

N. **DEPARTMENT OF NATURAL RESOURCES**

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

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

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

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

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

A. **OUT-OF-STATE FIRE FIGHTING**. Overtime will be paid in cash at the rate of time and one-half for out-of-state fire fighting provided the out of state jurisdiction, state or federal, pays similar professional employees at the rate of time and one-half for fire fighting work on the same fire.

B. **IN-STATE FIRE FIGHTING, DNR JURISDICTION**. Hours worked on wildfire fire fighting activities will be paid in cash at the appropriate overtime rate under Department of Natural Resources Operational Order 93, and any revisions thereof except for Division of Forestry employees who shall be excluded from this provision and shall be compensated per Article 27 of the Master Agreement.

   The Appointing Authority shall provide no less than forty-eight (48) hours notice to the Association, and the affected employee(s), prior to the establishment of set schedules when initiating, extending, or ending the fire season.

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

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

2. **UNIFORMS**. Article 26 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who are required to wear uniforms as a condition of employment under DNR Operational Order #33 and any revisions thereof shall be furnished a basic issue of such uniforms by the Appointing Authority in their first year of employment.

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

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

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

3. **SENIORITY**.

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

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

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

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

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

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

A. **SENIORITY**. After class seniority has been adjusted according to DNR Supplement Agreement #3, when two (2) or more employees have the same classification seniority date because of the implementation of the results of the above listed classification study, seniority positions in the class to which the employees were reclassified shall be determined by the most recent date of entry into a position in the classified service in the bargaining unit. Should a tie still exist, seniority positions shall be determined by state seniority and then by lot.

B. **LAYOFF AND RECALL**. If an employee is issued a permanent layoff notice his/her seniority in the classes that become obsolete due to the classification study shall count for bumping purposes in the following manner.

1. For purposes of layoff and recall, if none of the options in Article 17, Section 3A4a are available to the employee, the employee's seniority in obsolete classes shall count toward time served in the new classes for bumping to the lower new classes in accordance with the following chart:

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

2. Forestry employees who were reallocated to a supervisory class from an Association represented class as a result of the 1989 study shall also receive seniority credit for time served in obsolete classes according to the above chart for purposes of bumping.

C. **OTHER PROVISIONS**. The other provisions of the May 24, 1990 MOU relating to the appointment of district foresters and the April 22, 1992 MOU relating to the Trails and Waterways study and seniority rosters shall remain in effect for the duration of this Agreement.

5. **SENIORITY (FISH AND WILDLIFE)**. The July 14, 1989 letter relating to seniority tie breaking after class studies will remain in effect for the duration of this Agreement, but only as it applies to the April 29, 1987 Fish and Wildlife study.

6. **INTEREST BIDDING FROM SEASONAL LAYOFF (PARKS)**. Article 16, Section 3, shall be supplemented and/or modified as follows:

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

June 18, 2007

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

Dear Jane:

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

Sincerely,

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

Minnesota Department of Natural Resources

500 Lafayette Road • St. Paul, MN • 55155-40__

June 23, 2015

Dan Engelhart, Business Representative
Minnesota Association of Professional Employees
3460 Lexington Avenue N.
Shoreview, MN 55126

Dear Dan:

This is to confirm the commitment made during negotiation of the 2015 – 2017 Supplemental Agreement between the Minnesota Department of Natural Resources and MAPE that the Appointing Authority agrees to renew the June 21, 2013 letter contained in the Supplemental Agreement and to complete the review and revision of the policy covering Overtime Reimbursement for Wildlife Suppression (formerly Operational Order #93).

The revised policy will address, but not be limited to, the following issues:

- Notice of initiation and/or extension of the fire season by the Director of Forestry (or his/her designee) to non-exempt MAPE employees, which necessitates the establishment of set schedules may be less than fourteen (14) calendar days but a minimum of 48 hours.
- Factors for consideration in establishing the fire season will include such things as planning levels, activation of Ready Reserve, fire danger indices.
- Process and requirements for rest and relaxation time off as a result of wildlife suppression duties.

The policy will be completed as soon as possible but no later than December 31, 2015.

Sincerely,

Denise F. Legato
Director of Human Resources

cc: Forrest Boe, Forestry Division Director
Craig Schmid, Forestry Assistant Division Director
Pat Wherley, MAPE
Nicholas Snavely, MAPE
Carolyn Trevis, MMB Assistant State Negotiator

O. POLLUTION CONTROL AGENCY

ELECTRONIC COMMUNICATIONS

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

PAY DIFFERENTIAL

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

P. DEPARTMENT OF PUBLIC SAFETY

STATE FIRE MARSHAL'S DIVISION

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

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

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

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

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

1. An employee shall be in on-call status if the employee's supervisor has instructed the employee in writing to remain available to work during an off duty period. An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.

2. An employee who is instructed to remain in an on-call status shall receive eight (8) hours of overtime compensation for being in on-call status for the week-end for the purpose of conducting required fire investigations.

3. This understanding applies only to the hours between the end of the employee's scheduled shift on Friday and the beginning of the employee's scheduled shift on Monday.

CRIME SCENE TEAM LEAD DIFFERENTIAL. Article 24 of the Master Agreement shall be modified as follows:

> **CRIME SCENE TEAM LEAD DIFFERENTIAL**. Employee(s) designated as a Crime Scene Team leader, when assigned to a crime scene response, shall be paid a differential of three dollars ($3.00) per hour. Such differential will be paid for time spent performing select team leader specific duties as defined by the Appointing Authority. Such differential shall be paid in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

BUREAU OF CRIMINAL APPREHENSION, FORENSIC SCIENCE LABORATORY

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

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

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

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

An employee shall be in on-call status if the employee's supervisor has instructed the employee in writing to remain available to work during an off duty period. An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.

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

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

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

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

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

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

Q. DEPARTMENT OF REVENUE

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

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

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

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

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

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

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

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

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

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

   a. If the employee receiving notice of layoff is permanently assigned within the State of Minnesota and the least senior employee on a seniority unit wide basis (within and outside the State of Minnesota) in the same, or an equal or lower class or class option in which the employee previously served is permanently assigned to an out-of-state office, the employee receiving notice may choose between bumping the least senior employee in the out-of-state office or bumping the least senior employee within the State of Minnesota.

b. If the employee receiving notice of layoff is permanently assigned to an out-of-state office, the provisions of Article 17 shall apply as written in the master agreement.

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

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

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

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

1. The assignment includes at least seven (7) consecutive working days; and

2. The employee is required to be away from home at least one (1) full weekend.

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

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

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

Section 1. Differential.

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

The differentials for existing locations shall be as follows:

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

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

Section 2. Progression.

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

Section 3. Changes in Work Location.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM OF UNDERSTANDING

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

R. DEPARTMENT OF TRANSPORTATION

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

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

S. **VETERANS AFFAIRS**

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

The total compensation granted to employees assigned to overnight activities which involve the supervision of residents when such assignments are twenty-four (24) hours shall be as follows: eight (8) hours of straight time and eleven (11) hours at the appropriate overtime rate, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

T. **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.

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

F. **Compensatory Bank**. The compensatory bank shall be liquated 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.

APPENDIX H
PROHIBITION OF SEXUAL HARASSMENT

It is agreed by the Employer and the Association that all employees have a right to a workplace free of verbal and/or physical sexual harassment, "sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or communication of a sexual nature when:

1) Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment; or

2) Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or

3) That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment; and the Employer knows or should know of the existence of the harassment and fails to take timely and appropriate action.

Sexual harassment complaints shall be processed pursuant to the Appointing Authority's affirmative action complaint procedure. The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to Association participation unless the complaining employee requests in writing that the Association not be notified. The complainant shall have the right to Association representation. The Agency Affirmative Action Officer/Designee shall inform the complaining employee of this right, and any employee waiving this right must do so in writing. Further, the Employer and Association agree that agency complaint procedures covering sexual harassment are modified to include these additional requirements:

1) When a complaint of sexual harassment is initiated, a notice of a complaint in progress shall be sent by the affirmative action officer to the Association unless the complaining employee requests that the Association not be notified. If in filing a complaint an employee states that she/he is unable to function in the worksite from which the complaint arose, the Appointing Authority shall conduct a preliminary investigation within two (2) calendar days or reasonable extension thereof. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority shall take intervening action to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.

2) Within the time limits set forth in the affirmative action complaint procedures, but not to exceed thirty (30) days, the Appointing Authority shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has not waived the Association's involvement in the complaint, the Association's representative as well as the complainant shall be provided a written summary of the finding and resolution. The Association and Employer agree that reprisal against the complaining employee or a witness is prohibited. The provisions of this Appendix are not subject to the provisions of Article 9 of the Master Agreement between the Association and the Employer except that the Association may grieve the initial implementation of the complaint procedure found in the Appendix.

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

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

APPENDIX I
AFFIRMATIVE ACTION COMMITTEE

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

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

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

APPENDIX J
EMPLOYEE DRUG AND ALCOHOL TESTING POLICY

1. INTRODUCTION

This drug and alcohol testing policy is the exclusive policy for MAPE Bargaining Unit employees and is limited to drug and alcohol testing required by the U.S. Department of Transportation to implement the Omnibus Transportation Employee Testing Act of 1991 and relevant U. S. Department of Transportation regulations.

2. PERSONS SUBJECT TO TESTING

All employees who are required to hold a Commercial Driver's License and a Class A or Class B License as a condition of employment are subject to testing under applicable sections of this policy. These employees are subject to random, pre-employment, pre-placement, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. The specific requirements for testing are governed by regulations promulgated by the U.S. Department of Transportation.

New employees and current employees who are appointed to CDL covered positions shall receive a copy of the Testing Plan within fourteen (14) days of appointment to a CDL covered position.

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at the appropriate overtime rate, whichever is applicable. An employee may be removed from work following a positive test result through the provisions of Article 16 - Discipline and Discharge. The employer shall pay all costs associated with the administration of alcohol and controlled substance tests. The cost of testing the "split specimen" at a federally certified laboratory if so requested by the employee shall be borne by the Employer if such result is negative. The employee will be responsible for the cost of testing the “split specimen” if the test result is positive.

3. CIRCUMSTANCES FOR REASONABLE SUSPICION DRUG OR ALCOHOL TESTING

The Appointing Authority shall request or require an employee to undergo drug and alcohol testing if the Appointing Authority has reasonable suspicion that an employee has violated the provisions of law and regulation governing alcohol concentration, alcohol possession, on-duty use, pre-duty use, use following an accident, refusal to submit to a required alcohol or controlled substance test, controlled substance use, and controlled substance testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances. Observations for alcohol testing must be made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the regulations. A driver can be directed to undergo reasonable suspicion alcohol testing only while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver is to perform safety-sensitive functions.

A written record shall be made of the observation leading to any reasonable suspicion test and shall be signed by the supervisor making the observation.

A supervisor requesting a drug or alcohol test must have successfully completed training developed or approved by Minnesota Management & Budget on drug and alcohol abuse, on how to recognize impairment on the job, on how to make a reasonable suspicion determination, and on the Employer's and/or Appointing Authority's written work rules.

4. REFUSAL TO UNDERGO TESTING

Employees do not have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing required by the Appointing Authority, or who is found to have adulterated the sample, the employee shall be deemed to have violated the relevant prohibitions in the regulations. Consistent with federal regulations, in order to be eligible to return to safety-sensitive duties for any employer, the employee must follow the process of Substance Abuse Professional (SAP) referral, treatment, return to duty testing and follow-up testing as if the test were positive.

5. RIGHT TO ASSOCIATION REPRESENTATION

An employee is entitled to Association representation pursuant to Article 8, Section 2 prior to any reasonable suspicion test. When the physical presence of an Association representative is not practicable, the employee shall be allowed to confer with an Association representative by telephone. Local Unions shall provide Appointing Authorities with the names and phone numbers of representatives who can be called to provide representation in such cases.

6. RIGHTS OF EMPLOYEES

An employee, for whom a positive test result on a confirmation test was the first such result on a drug or alcohol test required by the Appointing Authority shall not be discharged if:

1. The Appointing Authority has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the substance abuse professional trained in the diagnosis and treatment of chemical dependency; or

2. If a determination has been made by the substance abuse professional trained in the diagnosis and treatment of chemical dependency that no counseling or rehabilitation program is necessary. However, an employee who has either refused the offer to participate in the counseling or rehabilitation program, or has failed to successfully complete the program has no such protection against discharge.

Expenses for the above stated rehabilitation or counseling program shall be pursuant to coverage under a state employee benefit plan or any other insurance plan the employee is covered under.

In addition, employees have the following rights:

1. The right not to be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmation test;

2. The right not to be discharged, disciplined, discriminated against, or required to undergo rehabilitation on the basis of medical history information revealed to the Medical Review Officer concerning the reliability of, or explanation for, a positive test result;

3. The right to access information in the subject's personnel or drug and alcohol file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information. An employee who is the subject of a drug and alcohol test shall, upon written request to the Medical Review Officer, have access to any records relating to his or her drug or alcohol test;

4. The right of an employee who has made a timely request for a confirmation retest to suffer no adverse personnel action if the confirmation retest does not confirm the result of the original confirmation test, using the same drug or alcohol threshold detection levels as used in the original confirmation test.

7. DATA PRIVACY

The purpose of collecting urine or breath is to test that sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials, and employee identification number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a valid medical reason for any drug or alcohol in the sample. The Appointing Authority will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Appointing Authority or employer or to a third party individual, government agency, or private organization without the written consent of the person tested, unless permitted by law or court order. An Appointing Authority will not disclose the test result reports and other information acquired in the drug or alcohol testing process to other Appointing Authorities unless the information is requested in connection with another drug test, or unless disclosure is necessary to permit follow-up testing or return to work testing. All data on the request for a test, the testing, and test results shall be kept separate from the regular personnel files, in locked file cabinets, accessible only by those supervisors, managers or confidential employees directly involved in the case.

8. RANDOM TESTING POOL

The employer shall establish a single pool of employees for random drug and alcohol testing. This pool may include non-state employees.

9. SELECTION OF CONTRACTORS TO ADMINISTER POLICY

The employer may contract with appropriate firms to administer alcohol and controlled substance tests. Employees shall be referred to substance abuse professionals under the State Drug and Alcohol Testing Plan. If the employer does decide to administer alcohol or controlled substance testing with state employees, no law enforcement personnel shall be used.

APPENDIX K
STATEWIDE POLICY ON FMLA

The following HR/LR Policy #1409, Family and Medical Leave Act," "HR/LR Procedure #1409P, Family and Medical Leave Act," and "General Memo #2014-6 FMLA Guidance" are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

This policy is also available on-line at http://www.mn.gov/mmb/employee-relations/laws-policies-and-rules/statewide_hr_policies/.

HR/LR Policy #1409 Family and Medical Leave Act (FMLA)	**Issued**	12/01/2014
	Revised	Supersedes PERSLs #1397, #1406, #1409, and amendments issued on 1/09, 5/10, and 6/21/2013.
	Authority	Labor Relations & Enterprise Human Resources

OVERVIEW	
Objective	To provide guidelines to agencies on implementation of the federal Family Medical Leave Act of 1993 (FMLA) and the regulations thereunder (Code of Federal Regulations (CFR), Title 29, Chapter V, Part 825).
Policy Statement	Consistent with the intent of the FMLA, state agencies will endeavor to balance the demands of the workplace with the needs of families in a manner that accommodates both the legitimate interests of the State and those of its employees and employees' families.
Scope	This policy applies to all employees of executive branch agencies and classified employees in the Office of Legislative Auditor, Minnesota State Retirement System, Public Employee Retirement System, and Teachers' Retirement System.
Definitions	"**COVERED ACTIVE DUTY**" or "**CALL TO COVERED ACTIVE DUTY STATUS**" 29 U.S.C. § 2611(14); 29 C.F.R. §§ 825.102 and 825.126 (A) in the case of a member of the Regular Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (B) in the case of a member of a Reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to laws which authorize: 1) the ordering to active duty of: (i) Retired members of the Regular Armed Forces and members of the retired Reserve who retired after completing at least 20 years of active service; (ii) All reserve component members in the case of war or national emergency; (iii) Any unit or unassigned members of the Ready Reserve; or (iv) Any unit or unassigned members of the Select Reserve and certain members of the Individual Ready Reserve; or

2) the suspension of promotion, retirement or separation rules for certain Reserve components; or

3) the calling of the National Guard into federal service in certain circumstances (e.g. to repel an invasion of the U.S. by a foreign nation, to suppress rebellion against the U.S. Government, to execute laws of the U.S.); or

4) the calling of the National Guard and state military into federal service in the case of insurrections and national emergencies; or

5) the carrying out of any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

The active duty orders of a member of the Reserve components will generally specify if the military member is serving in support of a contingency operation by citation to the relevant section of Title 10 of the United States Code and/or by reference to the specific name of the contingency operation and will specify that the deployment is to a foreign country.

"**COVERED SERVICEMEMBER**" or "**COVERED VETERAN**" 29 U.S.C. § 2611(15); 29 C.F.R. §§ 825.102, 825.122, and 825.127

This term is used when describing employee leave to care for a covered service member or covered veteran with a serious injury or illness and includes:

(A) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status; or is otherwise on the temporary disability retired list for a serious injury or illness. "Outpatient status" means the status of a member of the Armed Forces assigned to either a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients;

or

(B) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness. "Covered veteran" means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.[1]

"**HEALTH CARE PROVIDER**" 29 C.F.R. §§ 825.102 and 825.125

(A) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the state in which the doctor practices; or

[1] For an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2013 (the effective date of the Final Rule), the period between October 28, 2009 (the FY 2010 NDAA's enactment date) and March 8, 2013, shall not count towards the determination of the five-year period for covered veteran status. 29 C.F.R. § 825.127(b)(2)(i).

(B) Any other person determined by the Secretary of Labor to be capable of providing health care services, including only:

1) Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by X-ray to exist) authorized to practice in the State and performing within the scope of their practice as defined under state law;

2) Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under state law and who are performing within the scope of their practice as defined under state law;

3) Christian Science Practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts. Where an employee or family member is receiving treatment from a Christian Science practitioner, an employee may not object to any requirement from an employer that the employee or family member submit to examination (though not treatment) to obtain a second or third certification from a health care provider other than a Christian Science practitioner except as otherwise provided under applicable state or local law or collective bargaining agreement;

4) Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and

5) A health care provider listed above who practices in a country other than the United States, who is authorized to practice in accordance with the law of that country, and who is performing within the scope of his or her practice as defined under such law.

(C) "Authorized to practice in the state" means that the provider must be authorized to diagnose and treat physical or mental health conditions.

"**INCAPABLE OF SELF-CARE**" 29 C.F.R. §§ 825.102 and 825.122

The individual requires active assistance or supervision to provide daily self-care in several of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one's grooming and hygiene, bathing, dressing and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.

"**IN LOCO PARENTIS**" 29 C.F.R. § 825.122

Persons with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

"**MILITARY CAREGIVER LEAVE**" 29 C.F.R. §§ 825.102 and 825.127

Leave taken to care for a covered service member with a serious injury or illness under FMLA. In order to care for a covered service member, an eligible employee must be the spouse, son, daughter, or parent, or next of kin of a covered service member.

"**MILITARY MEMBER**" See generally 29 C.F.R. § 825.126 and Public Law 111-84

This term is used when describing employee leave for a qualifying exigency and includes the employee's spouse, son, daughter, or parent who is on covered active duty or called to covered active duty.

"**NEEDED TO CARE FOR A FAMILY MEMBER OR A COVERED SERVICEMEMBER**" 29 C.F.R. § 825.124

The medical certification provision that an employee is needed to care for a family member or covered service member encompasses both physical and psychological care and includes situations where, for example:

(A) Because of a serious health condition, the family member or covered service member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety, or is unable to transport himself or herself to the doctor.

(B) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.

(C) The employee may be needed to substitute for others who normally care for the family member or covered service member, or to make arrangements for changes in care, such as transfer to a nursing home. The employee need not be the only individual or family member available to care for the family member or covered service member.

(D) An employee's intermittent leave or a reduced leave schedule necessary to care for a family member or covered service member includes not only a situation where the condition of the family member or covered service member itself is intermittent, but also where the employee is only needed intermittently - such as where other care is normally available, or care responsibilities are shared with another member of the family or a third party.

"**NEXT OF KIN OF A COVERED SERVICEMEMBER**" 29 C.F.R. §§ 825.102, 825.122, and 825.127

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

1) Blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions;

2) Brothers and sisters;

3) Grandparents;

4) Aunts and uncles;

5) First cousins;

unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for the purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin.

"**PARENT**" 29 C.F.R. §§ 825.102 and 825.122

A biological, adoptive, step or foster father or mother or any other individual who stands or stood in loco parentis to an employee when the employee was a son or daughter. This term does not include parents "in law."

"**PARENT OF A COVERED SERVICEMEMBER**" 29 C.F.R. §§ 825.102 and 825.122

A covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."

"**PHYSICAL OR MENTAL DISABILITY**" 29 C.F.R. § 825.122

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

"**QUALIFYING EXIGENCY**" 29 C.F.R. §§ 825.126 and 825.309 and Public Law 111-84

Eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, son, daughter or parent (the military member or member) is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty). An eligible employee may take FMLA leave for one or more of the following qualifying exigencies:

(A) Short notice deployment – leave to address any issue that arises from the fact that the military member is notified of an impending call or order to covered active duty seven or less calendar days prior to the date of deployment. Leave under this event can be used for a period of seven calendar days beginning on the date the military member is notified of the impending call or order to covered active duty.

(B) Military events and related activities – leave to attend any official ceremony, program or event sponsored by the military that is related to the covered active duty or call to covered active duty status of the military member and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are related to the covered active duty status of the military member.

(C) Childcare and school activities – events include:

1) Leave to arrange for alternative childcare for a child of the military member

when the covered active duty or call to covered active duty status necessitates a change to the existing childcare arrangement.

2) Leave to provide childcare for a child of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the need to provide such care arises from the covered active duty or call to covered active duty status of the military member.

3) Leave to enroll in or transfer to a new school or day care facility a child of the military member when enrollment or transfer is necessitated by the covered active duty or call to covered active duty status of the military member.

4) Leave to attend meetings with staff at a school or daycare facility, such as meetings with school officials regarding disciplinary measures, parent-teacher conferences, or meeting with school counselors, for a child of the military member, when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status of the military member.

For the purposes of leave for childcare and school activities, a child of the military member must be the military member's biological, adopted, or foster child, stepchild, legal ward, or child for whom the military member stands in loco parentis, who is either under 18 years of age or 18 years of age or older and incapable of self-care because of a mental or physical disability at the time the FMLA leave is to commence.

The military member must be the spouse, son, daughter, or parent of the employee requesting qualifying exigency leave.

(D) Financial and legal arrangements – events include:

1) Leave to make or update financial or legal arrangements to address the military member's absence while on covered active duty or call to covered active duty status, such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, enrolling in the Defense Enrollment Eligibility Reporting System (DEERS), obtaining military identification cards, or preparing or updating a will or living trust.

2) Leave to act as military member's representative before a federal, state or local agency for purposes of obtaining, arranging, or appealing military services benefits while the military member is on covered active duty or call to covered active duty status, and for a period of 90 days following the termination of the military member's covered active status.

(E) Counseling – leave to attend counseling provided by someone other than a health care provider, for oneself, for the military member or for the biological, adopted, or foster child, a stepchild, or a legal ward of the military member, or a child for whom the military member stands in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that FMLA leave is to commence, provided that the need for counseling arises from the covered active duty or call for covered active duty status of the military member

(F) Rest and recuperation – leave to spend time with the military member who is on

short-term, temporary, Rest and Recuperation leave during the period of deployment. Leave taken for this purpose can be used for a period of 15 calendar days beginning on the date the military member commences each instance of Rest and Recuperation leave.

(G) Post deployment activities – events include:

1) Leave to attend arrival ceremonies, reintegration briefing and events, and any other official program or ceremony sponsored by the military for a period of 90 days following the termination of the military member's covered active duty status.

2) Leave to address issues that arise from the death of the military member while on covered active duty status such as meeting and recovering of the body of the military member, making funeral arrangements, and attending funeral services.

(H) Parental care – events include:

1) Leave to arrange for alternative care for the parent of the military member when the parent is incapable of self-care and the covered active duty or call to covered active duty status necessitates a change in the existing care arrangement for the parent**.**

2) Leave to provide care for a parent of the military member on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) when the parent is incapable of self-care and the need to provide such care arises from the covered active duty or call to covered active duty status of the military member.

3) Leave to admit or transfer to a care facility a parent of the military member when admittance or transfer is necessitated by the covered active duty or call to covered active duty status of the military member.

4) Leave to attend meetings with staff at a care facility, such as meetings with hospice or social service providers for a parent of the military member, when such meetings are necessary due to circumstances arising from the covered active duty or call to covered active duty status of the military member but not for routine or regular meetings.

For the purposes of leave for parental care, the parent of the military member must be incapable of self-care and must be the military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age. The above definition of "incapable of self-care" applies to parents for purposes of leave for parental care**.**

The military member must be the spouse, son, daughter, or parent of the employee requesting qualifying exigency leave.

(I) Additional activities – Leave to address other events that arise out of the military member's covered active duty or call to covered active duty status provided that the employer and employee agree that such leave shall quality as an exigency, and agree to both the timing and duration of such leave.

OVERVIEW	
	"**RESERVE COMPONENTS OF THE ARMED FORCES**" 825.102, 825.126 For purposes of qualifying exigency leave, Reserve components of the Armed Forces include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve, and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation. "**SERIOUS HEALTH CONDITION**" 29 C.F.R. §§ 825.102, 825.113, 825.114, and 825.115 For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves: A. Inpatient care – an overnight stay in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or B. Continuing treatment by a health care provider that includes any one or more of the following: 1) A period of incapacity (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery therefrom) of more than three consecutive, full calendar days; and any subsequent treatment or period of incapacity relating to the same condition, that also involves: (i) Treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; or (ii) Treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider. The first (or only) treatment visit to a health care provider must be within seven (7) days of the first day of incapacity. 2) Pregnancy or prenatal care. Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days. 3) Chronic conditions. Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. A chronic serious health condition: (i) Requires periodic visits (defined as at least twice per year) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and (ii) Continues over an extended period of time; and

(iii) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

4) Permanent or long-term conditions. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease).

5) Conditions requiring multiple treatments. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

"**SERIOUS INJURY OR ILLNESS OF A COVERED SERVICEMEMBER**" 29 C.F.R. §§ 825.102, 825.127 and, generally, 825.310, and Public Law 111-84

(A) in the case of a current member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member's office grade, rank or rating; and

(B) in the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or

2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans

OVERVIEW	
	Affairs Program of Comprehensive Assistance for Family Caregivers. "**SON**" OR "**DAUGHTER**" 29 C.F.R. §§ 825.102 and 825.122 A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability at the time that FMLA leave is to commence. "**SON OR DAUGHTER ON COVERED ACTIVE DUTY OR CALL TO COVERED ACTIVE DUTY STATUS**" 29 C.F.R. §§ 825.102, 825.122 and 825.126 The employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty states, and who is of any age. "**SPOUSE**" 29 U.S.C. § 2611(13); *proposed rule* June 20, 2014. A husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either (1) was entered into in a state that recognizes such marriages or, (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state. "**UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE**" 29 C.F.R. § 825.123 An employee is unable to perform the functions of the position where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act (ADA). An employee who must be absent from work to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions during the absence for the treatment.
Exclusions	N/A
Statutory References	29 U.S.C. § 2611, et seq.

GENERAL STANDARDS AND EXPECTATIONS

I. AMOUNT OF LEAVE

A. Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons pursuant to the FMLA, relevant state law, and collective bargaining agreements and plans.

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

C. If both spouses work for the state, they may each take 12 weeks of FMLA leave per fiscal year if needed for the following situations:

1. For the birth of a son or daughter and to care for the newborn child, or for the placement of a child with the employee for adoption or foster care, and to care for the newly placed child.

2. To care for a newborn, adopted, or foster child with a serious health condition.

D. If both spouses work for the state, they are both eligible for up to 26 weeks of FMLA leave to care for a covered servicemember with a serious illness or injury.

II. ELIGIBILITY

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least 12 months as of the date on which FMLA leave is to start. If an employee is maintained on the payroll for any part of a week, including any periods of paid or unpaid leave (sick, vacation) during which other benefits or compensation are provided by the state (e.g., workers' compensation, group health plan benefits, etc.), the week counts as a week of employment for purposes of calculating whether an employee has worked for the state for at least 12 months. The 12 months need not be consecutive, provided the employee's prior service occurred within the last seven years. If the employee had a break in service longer than seven years and such break in service was due to the employee's fulfillment of his or her covered service obligation under the Uniformed Services Employment and Reemployment Rights Act (USERRA), the period of absence from work due to or necessitated by USERRA-covered service must also be counted in determining whether the employee has been employed for at least 12 months by the agency; and

2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the start of the leave. Whether an employee satisfies the 1,250 hours of service requirement is determined by counting actual hours worked only. Hours the employee is on leave (paid or unpaid) do not count toward hours of service. An employee returning from fulfilling his or her USERRA-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child and to care for such child, or for the placement with an employee of a child for adoption or foster care or to care for newly placed child. All FMLA-qualifying leaves for the birth and care for a child must be commenced within 12 months of the birth or placement of a child.

2. To care for the employee's spouse, son, daughter, or parent with a serious health condition.

3. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.

   a) Routine physical, eye, or dental examinations, cosmetic treatments, and cold, flu, ear aches, etc., without complications, are examples of conditions that do not meet the definition of serious health condition.

   b) Mental illness or allergies may be included in the definition of a serious health condition if all conditions of the FMLA are met.

c) Leave may be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for leave.

4. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status).

5. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the covered service member.

   a) In order to care for a covered service member, the eligible employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.

   b) Under this provision, employees are entitled to up to 26 weeks of leave during a single 12-month period.

   c) The single 12-month period begins on the first day the eligible employee takes FMLA leave to care for the covered service member and ends 12 months after that date, regardless of the method used by the agency to determine the employee's 12 workweeks of leave entitlement for other FMLA-qualifying reasons.

   d) If the employee does not take the full 26 weeks during the single 12-month period, any remaining part of the 26 weeks of leave to care for the covered service member is forfeited.

   e) Leave entitlement is to be applied on a per-covered-service member, per-injury basis, such that an eligible employee may be entitled to take more than one period of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness, except that no more than 26 workweeks of leave may be taken within any single 12-month period. An eligible employee may take more than one period of leave to care for a covered service member with more than one serious injury or illness only when the serious injury or illness is a subsequent serious injury or illness. If the single 12-month periods corresponding to the different military caregiver leave entitlements overlap, the employee is limited to taking no more than 26 workweeks of leave in each single 12-month period.

   f) An eligible employee is entitled to a combined total to 26 weeks of leave for any FMLA-qualifying reason during the single 12-month period, although the employee is entitled to no more than 12 weeks of leave for one or more of the following:

      i. Birth of a child;
      ii. Placement of a child with the employee for adoption or foster care;
      iii. To care for a spouse, son, daughter or parent who has a serious health condition;
      iv. Because of the employee's own serious health condition; or.
      v. Because of a qualifying exigency.

III. AGENCY NOTICE REQUIREMENTS

A. Agency's Response to the Employee's Request for FMLA Leave

1. When an employee requests FMLA-qualifying leave, or when the agency acquires knowledge an employee's leave may be for an FMLA-qualifying reason, the agency must notify the employee of the employee's eligibility to take FMLA leave within five (5) business days, absent extenuating circumstances. If the employee is not eligible for FMLA leave, the agency must provide one of the following reasons why the employee is not eligible: 1) must state the number

of months the employee has been employed 2) must state the employee's number of hours of service with the agency during the applicable 12-month period; or 3) must state that the employee has exhausted their FMLA leave entitlement. Notification must be sent by a method in which receipt can be verified.

2. In addition, each time an agency gives an eligibility notice, the agency must provide the employee with a rights and responsibilities notice, which describes the employee's obligations and explains the consequences of failing to meet the obligations. This notice must also include, as appropriate:

   a) The leave may be designated and counted against the employee's annual FMLA leave entitlement if qualifying and the applicable 12-month period for FMLA entitlement.

   b) The employee is required to furnish certification of a serious health condition, serious injury or illness, or qualifying exigency, and the consequences of failing to furnish such certification.

   c) The employee's right to substitute paid leave, whether the agency will require the substitution of paid leave, the conditions related to any substitution, and the employee's entitlement to take unpaid FMLA leave if the employee does not meet the conditions for paid leave.

   d) Notice that employee and dependent health insurance coverage is maintained on the same basis as coverage would have been provided if the employee were continuously employed during the leave period, as well as requirements concerning payment of health insurance premiums and the possible consequences of failure to make such payments on a timely basis.

   e) The employee's potential liability for payment of health insurance premiums paid by the agency during the employee's unpaid FMLA leave if the employee fails to return to work after taking the leave.

   f) The employee's rights to maintenance of benefits during the FMLA leave and restoration to the same or an equivalent job upon return from FMLA leave.

   g) The employee's status as a "key employee" and its potential consequence that restoration may be denied following FMLA leave, explaining the conditions required for such denial.

B. Certification Requirements

1. An agency will require certification for leave signed by the health care provider:

   a) Due to the employee's serious health condition, which makes the employee unable to perform one or more essential functions of his or her position;

   b) To care for the employee's covered family member with a serious health condition;

   c) Due to a qualifying exigency;[2]

   d) To care for a covered servicemember with a serious injury or illness.[3]

[2] If the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave, may be required. 29 C.F.R § 825.309.

[3] When leave is taken to care for a covered servicemember with a serious injury or illness, any one of the following health care providers may complete a certification:

2. In most cases, the agency will request the certification at the time the request for leave is made, or in the case of an unforeseen leave, within five (5) business days after the leave commences. However, the agency may request a re-certification at a later date if it has reason to question whether the leave is appropriate, its duration or frequency.

3. If the agency finds that any certification is incomplete or insufficient, it will advise the employee and will state what additional information is needed.

4. If the required certification is not provided, the taking of the leave may be denied. In all cases it is the employee's responsibility to provide a complete and sufficient certification.

5. The agency may request a fitness for duty certificate upon the employee's return to work from FMLA leave due to the employee's own serious health condition that made the employee unable to perform the employee's job.

6. When requesting certification from an employee, the agency should provide a Tennessen Warning with the Certification of Health Care Provider form.

C. Designating Leave and Required Notices

When the agency has enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g. after receiving a completed certification), the agency must notify the employee of its determination within five (5) business days, absent extenuating circumstances, and must send the notice by a method in which receipt can be verified. If the agency is designating the leave as FMLA-qualifying, this notification should include the following:

1. The amount of the leave counted against the employee's leave entitlement, including, if known, the number of days, hours or weeks that will be counted.

   a) If it is not possible to provide the amount because the need for the leave is unscheduled, the employee has the right to request this information but not more often than once in a 30-day period and only if leave was taken during that period.

2. If the agency requires paid leave to be substituted for unpaid FMLA leave, or paid leave taken under an existing leave plan be counted as FMLA leave, the agency must inform the employee of this designation at the time of designating the FMLA leave.

3. Whether the agency will require the employee to provide a fitness-for-duty certification upon the employee's return to work from FMLA leave due to the employee's own serious health condition, and whether the fitness-for-duty certification must address the employee's ability to perform the essential functions of the job. If the Appointing Authority requires that the certification specifically address the employee's ability to perform the essential functions of the employee's job, the employee will be provided with a list of the essential functions of the employee's job with the notice to the employee designating the leave as FMLA-qualifying.

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1) A United States Department of Defense ("DOD") health care provider;
2) A United States Department of Veterans Affairs ("VA") health care provider;
3) A DOD TRICARE network authorized private health care provider;
4) A DOD non-network TRICARE authorized private health care provider; or
5) Any health care provider as defined in the FMLA regulations.

Second and third opinions are not permitted for leave to care for a covered service member when the certification has been completed by DOD, VA or TRICARE, but may be required by an agency for military caregiver leave certifications that are completed by health care providers as defined in the FMLA regulations.

If the agency determines that the leave will not be designated as FMLA-qualifying (e.g. the leave is not for a reason covered by the FMLA or the FMLA leave has been exhausted), the agency must notify the employee of that determination, and must send the notice by a method in which receipt can be verified.

The agency may retroactively designate leave as FMLA with appropriate notice to the employee, provided that its failure to timely designate the leave does not cause harm or injury to the employee. In all cases where leave would qualify for FMLA protections, the employee and agency may mutually agree that leave be retroactively designated as FMLA leave.

IV. EMPLOYEE RIGHTS AND RESPONSIBILITIES

A. Use of Leave

1. An employee may take FMLA-qualifying leave continuously, but he or she may also use it intermittently or on a reduced leave schedule under certain circumstances.

   a) Medical Necessity

      i. FMLA-qualifying leave taken for the employee's own serious health condition, to care for a spouse, son, daughter, or parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness may be taken intermittently or on a reduced schedule if there is a medical need for leave and if that medical need can best be accommodated by an intermittent or reduced leave schedule.

   b) Birth or Placement of Child

      i. Intermittent leave for the birth/placement of a child may be granted at the discretion of the Appointing Authority. The Appointing Authority's agreement is not required if the mother has a serious health condition in connection with the birth or if the newborn child has a serious health condition.

   c) Leave due to a qualifying exigency may be taken on an intermittent or reduced schedule basis.

2. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the agency's operations.

B. Substitution of Paid Leave for Unpaid Leave

1. Employees are required to exhaust their accrued sick leave hours for conditions which qualify for sick leave usage under the applicable labor contracts or plans. After exhausting accrued sick leave hours, the employee may choose, and the agency shall grant, the use of accrued vacation or compensatory time while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the terms and conditions of the agency's normal paid leave policies. All paid time counts toward the twelve (12) weeks of FMLA-qualifying leave. Employees who do not meet the requirements for taking paid leave remain entitled to take unpaid FMLA leave.

C. Employee Notice to Agency

1. An employee must provide the agency at least 30 days advance notice before FMLA leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the

employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the agency's normal call-in procedures.

2. Employees must provide sufficient information for the agency to determine if the leave may qualify for FMLA protection, and the anticipated timing and duration of the leave. Sufficient information may include that a condition renders the employee unable to perform the functions of the job; that the employee is pregnant or has been hospitalized overnight; whether the employee or the employee's family member is under the continuing care of a health care provider; if the leave is due to a qualifying exigency, that a military member is on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty), and the reason for the leave; if the leave is for a family member, that the condition renders the family member unable to perform daily activities, or that the family member is a covered servicemember with a serious injury or illness; and the anticipated duration of the absence, if known.

3. Employees also must inform the agency if the requested leave is for a reason for which FMLA leave was previously taken or certified.

D. Job Benefits and Protection

1. During an FMLA-qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

2. An eligible employee returning from an FMLA-qualifying leave is entitled to be returned to the same position and shift that the employee held when the FMLA-qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.

3. Provided the employee returns to work immediately following his/her FMLA-qualifying leave (i.e., does not follow the FMLA-qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA-qualifying leave.

V. COORDINATION WITH COLLECTIVE BARGAINING AGREEMENTS/PLANS

A. FMLA-qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., medical leave or personal leave, dependent on which leave is appropriate.

B. FMLA provides for an unpaid leave under certain circumstances. Employees are required to exhaust their accrued sick leave hours for conditions which qualify for sick leave usage under the applicable labor contracts or plans. After exhausting accrued sick leave hours, the employee may choose, and the agency shall grant, the use of accrued vacation or compensatory time while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the terms and conditions of the agency's normal paid leave policies. All paid time counts toward the twelve (12) weeks of FMLA-qualifying leave. Employees who do not meet the requirements for taking paid leave remain entitled to take unpaid FMLA leave.

C. An Appointing Authority may require an employee to comply with its usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to comply may result in the delay or the denial of the leave.

VI. COORDINATION WITH STATE SICK LEAVE AND PARENTING LEAVE LAWS

A. The FMLA is not intended to supersede state laws which provide for greater family and medical leave rights than those provided by the FMLA. Employees are not required to designate whether the leave they are taking is FMLA-qualifying leave or leave under state law, and the agency must comply with the applicable provisions of both the FMLA and state law. An employee eligible under only one law must receive benefits in accordance with that law. If leave qualifies for FMLA leave and leave under state law, the leave used counts against the employee's entitlement under both laws.

B. State law allows employees to use accrued personal sick leave benefits for injury or illness, for safety leave, or for absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

C. State parenting leave law allows unpaid leaves of absence for an employee who is a biological or adoptive parent in conjunction with the birth or adoption of a child, or for a female employee for prenatal care, or incapacity due to pregnancy, childbirth, or related health conditions. The leave shall not exceed 12 weeks, unless agreed to by the employer. In the case of leave taken for the birth or adoption of a child, the leave must commence within 12 months of the birth or adoption or within 12 months of the time the child leaves the hospital.

D. Under state law, “Employee” means a person who is employed for at least 12 months preceding the request for leave, and who, during the 12-month period immediately preceding the leave, worked an average number of hours per week equal to ½ of the full-time equivalent position in the employee’s job classification.

E. Agencies and employees should review state sick leave and parenting leave policies and statutes to ensure compliance with both state and federal law.

VII. GENERAL PROVISIONS

A. Recordkeeping

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act in accordance with the recordkeeping requirements of the Fair Labor Standards Act (FLSA) and the FMLA regulations, 29 C.F.R. Part 825.

2. The records must disclose the following:

   a) Basic payroll and identifying employee data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.

   b) Dates FMLA-qualifying leave is taken.

   c) If FMLA-qualifying leave is taken in increments of less than one full day, the number of hours taken.

   d) Copies of employee notices of leave provided to the agency under FMLA; copies of all general and specific notices given to employees by the agency under FMLA.

   e) Any documents describing employee benefits or agency policies or practices regarding taking of paid or unpaid leave.

   f) Premium payments of employee benefits.

g) Records of any disputes between the agency and an eligible employee regarding designation of leave as FMLA leave, including any written statement from the agency or employee of the reasons for the designation and for the disagreement.

3. Records and documents relating to certifications, re-certifications or medical histories of employees or employees' family members, created for purposes of FMLA, shall be maintained as confidential medical records in separate files/records from the usual personnel files. As applicable, records and documents created for purposes of FMLA containing family medical history or genetic information shall be maintained in accordance with the confidentiality requirements of state and federal law.

B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees and applicants for employment would normally expect to find official notices, and may also be posted electronically, provided that it is in a conspicuous place on the Appointing Authority's website and is accessible to both applicants and current employees.

2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.

3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request FMLA-qualifying leave and to each new employee upon hire.

C. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

1. Internal

   a) Contact their Human Resources office, or;

   b) Contact their Labor Union/Association.

2. External

   a) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.

      i. The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories or on the Department of Labor's website.

      ii. A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.

      iii. No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

   or;

b) File a private lawsuit pursuant to Section 107 of the FMLA.

i. If the employee files a private lawsuit, it must be filed within two (2) years of the alleged violation of the Act, or three (3) years if the violation was willful

D. Unlawful Acts by Agencies

1. It is unlawful for any agency to interfere with, restrain, or deny the exercise of any right provided under FMLA.

2. It is unlawful for any agency to discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

3. FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

RESPONSIBILITIES	
Agencies are responsible for:	To distribute this policy to agency staff and all employees. To provide a copy of this policy to all new hires, and maintain a record that each new hire has received a copy.
MMB is responsible for:	Updating this policy as necessary.

FORMS AND INSTRUCTIONS

Agencies are encouraged to rely on available federal forms and notices when administering FMLA leave. To obtain copies of federal Department of Labor forms for certification of serious health conditions or qualifying exigencies, as well as notification forms, please visit: http://www.dol.gov/WHD/fmla/index.htm.

A sample FMLA Tennessen warning, to be signed by an employee seeking leave for his or her own qualifying reason, is below:

AUTHORIZATION FOR MEDICAL INFORMATION
FROM AN EMPLOYEE'S TREATING HEALTH CARE PROVIDER

Employee's Name (please print):_____

Please sign the authorization that **you have fully and completely read and agree** to the following:

1. Eligibility. By my signature below, I give permission to my health care provider to supply ___[Agency]___ Human Resources ("Human Resources") with the requested data for the purpose of determining whether I qualify for the benefits and protections of the Family Medical Leave Act ("FMLA"). I understand that the data I provide will be accessed by authorized personnel whose jobs reasonably require access, such as FMLA leave coordinators or claims management specialists.

2. Transfer of Information within the Agency. I understand that should I initiate a claim with another division within Human Resources, such as a Workers' Compensation or ADA claim, the data I provide in the course of my application for FMLA protection may be shared with authorized personnel within those divisions to expedite review of my claim.

3. Timely and Sufficient Response. I understand that the required information, if not provided in a timely or sufficient manner, may result in my FMLA leave being denied or delayed.

4. Right of Refusal. I understand that I may refuse to provide the requested information. However, I understand that if I refuse to provide the information, Human Resources may refuse to provide the requested leave under the FMLA.

5. Clarification and Authentication. I authorize my health care provider to provide data to Human Resources for the purposes of clarifying or authenticating information previously provided, or to provide missing information regarding the clinical reason(s) for me to take time from work as described in the associated certification.

6. Second Opinion. I understand that if Human Resources has reason to question the validity of the certification provided, Human Resources may require me, at its expense, to obtain the opinion of a second health care provider, not regularly employed by Human Resources, designated and approved by Human Resources.

_____ _____

Signature of Employee Date

A sample Tennessen warning, to be signed by an employee and his or her family member when the leave relates to a qualifying family member, is below:

AUTHORIZATION FOR MEDICAL INFORMATION
FROM THE TREATING HEALTH CARE PROVIDER OF AN EMPLOYEE'S FAMILY MEMBER

Employee's Name (please print): _____

Family Member's Name (please print):_____

The employee seeking FMLA leave should have his or her family member sign the authorization that he or she **has fully and completely read and agrees** to the following:

1. Eligibility. By my signature below, I give permission to my health care provider to supply the ___[Agency]____ Human Resources ("Human Resources") with the requested data for the purpose of determining whether my family member qualifies for the benefits and protections of the Family Medical Leave Act ("FMLA"). I understand that the data I provide will be accessed by authorized personnel whose responsibilities include determining my family member's eligibility under the FMLA.

2. Timely and Sufficient Response. I understand that the required information, if not provided in a timely or sufficient manner, may result in my family member's FMLA leave being denied or delayed.

3. Right of Refusal. I understand that I may refuse to provide the requested information. However, I understand that if I refuse to provide the information, Human Resources may refuse to provide my family member with the requested leave under the FMLA.

4. Clarification and Authentication. I authorize my health care provider to provide data to Human Resources for the purposes of clarifying or authenticating information previously provided, or to provide missing information regarding the clinical reason(s) for my family member to take time from work as described in the associated Certification.

NOTE: *The employee may sign this form on behalf of a minor child or an incapacitated family member.*

_____ _____

Signature of Employee's Family Member Date

Below is a sample notice alerting health care providers that they should not provide genetic information related to the eligible employee or qualifying family member. This notice should be provided to the health care provider when he or she completes the Certification form.

PROHIBITION AGAINST DISCLOSURE OF GENETIC INFORMATION

Agencies cannot request or collect genetic information of an individual or family member of the individual. We are asking that you do not provide any genetic information when responding to this request for medical information. "Genetic information" includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving reproductive services.

Contacts	Labor Relations Representative
References	For additional information, please visit www.dol.gov/whd/fmla, or call the federal Department of Labor at 1-866-4-USWAGE (TTY: 1-877-889-5627).

HR/LR Procedure #1409P **Family and Medical Leave Act**	**Issued** **Revised** **Authority**	January 9, 2015 N/A Enterprise Human Resources

GENERAL PROCEDURES AND INSTRUCTIONS

This is a general outline of the process for administering FMLA leave. This procedure should be reviewed with our statewide policy, HR/LR Policy #1409, "Family and Medical Leave Act." This procedure is not intended to be comprehensive, and additional action may be necessary to properly process an FMLA claim. Additional requirements may also apply under the Americans with Disabilities Act (ADA), workers' compensation laws, and the Minnesota Human Rights Act (MHRA). Contact Enterprise Human Resources or your Labor Relations Representative with any questions.

The steps below refer to relevant sections of HR/LR Policy #1409, "Family and Medical Leave Act" and General Memo #2014-6, "FMLA Guidance." Please review these materials for additional information.

1) **Employee provides notice of need for leave.** *See HR/LR Policy #1409, Section IV(C).*

Employee: Provide notice to make the employer aware of the need for FMLA-qualifying leave, and the anticipated timing and length of leave. It is not necessary to specifically mention the FMLA, but the employee must sufficiently explain the reasons for the needed leave to allow the employer to reasonably determine whether the FMLA may apply to the leave request. 29 C.F.R. §§ 825.301, 825.302, 825.303.

Manager/Supervisor: If an employee requests time off and you believe that FMLA leave may be necessary, notify human resources (HR) that the employee may need FMLA leave.

Timeline: An employee must provide an employer notice at least 30 days prior to leave for expected leave, or as soon as is practicable.

2) **Assess whether the employee is eligible for FMLA leave.** *See HR/LR Policy #1409, Section II.*

HR:

- Confirm whether the employee has worked for the State for at least 12 months as of the date the leave will start,[4] and whether the employee has worked at least 1,250 hours during the 12 months immediately preceding the leave, as required to be eligible for FMLA leave;[5]

[4] Whether an employee satisfies the 1,250 hours of service requirement is determined by counting actual hours worked only. Hours the

- Identify whether the employee's reason for leave qualifies under the FMLA; and,
- Send a completed Notice of Eligibility Rights and Responsibilities Form to the employee. 29 C.F.R. §§ 825.110; 825.300.

Timeline: Send the Notice of Eligibility and Rights and Responsibilities Form within 5 business days of the request.

- If the employee is not eligible for FMLA leave or if the reason for leave does not qualify under the FMLA, state the reason for non-eligibility.
- If the employee is eligible for FMLA leave, use the form to request any additional missing information, request certification if applicable (see below), or indicate that no additional information is needed.

Relevant form(s):

- Federal Form WH-381, Notice of Eligibility and Rights and Responsibilities: http://www.dol.gov/whd/forms/WH-381.pdf.

3) If necessary, request certification. *See HR/LR Policy #1409, Section III(B).*

HR: Request certification from an employee seeking FMLA leave due to the employee's own serious health condition; to care for the employee's covered family member with a serious health condition; due to a qualifying exigency; or to care for a covered servicemember with a serious illness or injury. Provide the employee with a Tennessen Warning with the certification request. Provisionally grant FMLA leave pending completion of the certification process.

Timeline: Request a certification when sending the employee the Notice of Eligibility Rights and Responsibilities Form. Give the employee at least 15 calendar days (or more if not practicable under the particular circumstances despite the employee's diligent good faith efforts) to provide the required certification. 29 C.F.R. § 825.305.

Relevant form(s):

- Federal Form WH-380-E, Certification of Health Care Provider for Employee's Serious Health Condition: http://www.dol.gov/whd/forms/WH-380-E.pdf.
- Federal Form WH-380-F, Certification of Health Care Provider for Family Member's Serious Health Condition: http://www.dol.gov/whd/forms/WH-380-F.pdf.
- Federal Form WH-384, Certification of Qualifying Exigency for Military Family Leave: http://www.dol.gov/whd/forms/WH-384.pdf.
- Federal Form WH-385, Certification for Serious Injury or Illness of Current Servicemember—for Military Family Leave: http://www.dol.gov/whd/forms/WH-385.pdf.
- Federal Form WH-385-V, Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave: http://www.dol.gov/whd/forms/wh385V.pdf.

4) Determine whether the employee has provided complete and sufficient certification[6] (if applicable). *See HR/LR Policy #1409, Section III(B).*

Employee: Provide a complete and sufficient certification within the applicable deadline.

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employee is on leave (paid or unpaid) do not count toward hours of service. The 12 months need not be consecutive, provided the employee's prior service occurred within the last seven years. An employee returning from fulfilling his or her USERRA-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service.

[5] Employees who have worked for the State for at least 12 months preceding a request for leave and an average of at least ½ the full time equivalent position in the employee's job classification may be entitled to pregnancy and parenting leave under state law (M.S. 181.941) and entitled to use sick leave to care for relatives under state law (M.S. 181.9413). Please see HR/LR Policy #1337, "Sick Leave," or contact Enterprise Human Resources for further guidance.

[6] A certification is incomplete if the employer receives a certification but one or more applicable entries have not been completed. A certification is insufficient if the employer receives a complete certification, but the information provided is vague, ambiguous, or non-responsive. 29 C.F.R. § 825.305.

HR: Review the certification to ensure that it is complete and sufficient. If the certification is deemed complete and sufficient, skip to Step (8) discussing Designation Notices.

If the certification is incomplete or insufficient, provide the employee a statement in writing explaining what additional information is necessary to make the certification complete and sufficient, and the deadline (at least 7 calendar days) for submitting the additional information. If the certification is not returned, the employer may deny the taking of FMLA leave until the required certification is provided. 29 C.F.R. § 825.305; 825.313.

Timeline: The employer must provide the employee with at least 7 calendar days (or more if not practicable under the particular circumstances despite the employee's diligent good faith efforts) to cure any deficiency.

5) **Review the re-submitted certification form to determine if it is now complete and sufficient (if applicable).** *See HR/LR Policy #1409, Section III(B).*

Employee: Provide a complete and sufficient certification within the applicable deadline.

HR: Review the re-submitted certification form to determine if it is complete and sufficient. If the deficiencies specified by the employer are not cured, the employer may deny the taking of FMLA leave until the required certification is provided. 29 C.F.R. § 825.305; 825.313. If the certification process is now complete, skip to Step (8) regarding Designation Notices.

6) **If necessary, contact the employee's health care provider for clarification and authentication[7] of certification for leave taken because of employee's own serious health condition or the serious health condition of a family member.** *See HR/LR Policy #1409, Section III(B).*

HR: If an employee submits a complete and sufficient certification signed by the health care provider, the employer may not request additional information from the health care provider.

However, the employer may contact the health care provider for purposes of clarification and authentication of the medical certification after the employer has given the employee an opportunity to cure any deficiencies, as described above. In this circumstance, request written authorization by the employee, and then contact the employee's health care provider for clarification and authentication of the certification. You may not ask the health care provider for additional information beyond that required by the certification form. 29 C.F.R. § 825.307(a). Under no circumstances may the employee's direct supervisor contact the employee's health care provider.

For leave taken for a qualifying exigency, see 29 C.F.R. § 825.309. For leave taken to care for a covered servicemember, see 29 C.F.R. § 825.310.

If the certification process is now complete, skip to Step (8) regarding Designation Notices.

7) **If necessary, request a second (or third) opinion for leave taken because of employee's own serious health condition or the serious health condition of a family member.** *See General Memo 2014-6, Section III, Questions 2 and 3.*

Employee: If requested by HR, obtain a second opinion, at the employer's expense, from a health care provider designated by the employer. If requested by HR, obtain a third opinion, at the employer's expense, from a health care provider jointly chosen with the employer.

HR: If there is reason to doubt the validity of a medical certification for leave taken due to the employee's own

[7] "Clarification" means contacting the health care provider to understand the handwriting or to understand the meaning of a response. "Authentication" means providing the health care provider with a copy of the certification and requesting verification that the information contained on the form was completed and/or authorized by the health care provider who signed the document. No additional medical information may be requested. 29 C.F.R. § 825.307.

serious health condition or the serious health condition of a family member, the employer may request a second (or third) opinion at the employer's expense. 29 C.F.R. §§ 825.307(b), (c). Pending the receipt of the second (or third) medical opinion, provisionally designate the leave as FMLA leave. 29 C.F.R. § 825.307(b).

8) Provide the employee with a Designation Notice. *See HR/LR Policy #1409, Section III(C).*

HR: After gathering enough information to determine whether the leave is FMLA-qualifying, provide the employee with a Designation Notice. If a fitness-for-duty certification will be required in order for the employee to return to work, provide notice of the fitness-for-duty certification requirement with the Designation Notice. If the fitness-for-duty certification must address the employee's ability to perform the essential functions of the job, provide the employee with a list of the essential functions of the job with the Designation Notice. 29 C.F.R. §§ 825.300(d); 825.312.

Timeline: After determining that the employee is eligible for FMLA leave and that the reason for leave is FMLA qualifying, and after completing the certification process if applicable, provide the employee with a Designation Notice within 5 business days, absent extenuating circumstances.

Relevant form(s):

- Federal Form WH-382, Designation Notice: http://www.dol.gov/whd/forms/WH-382.pdf.

9) Track the employee's leave of absence.

Employee: If using FMLA leave concurrent with sick leave, vacation leave, or other accrued paid leave, use proper payroll earn codes to record FMLA usage. If using FMLA leave on an intermittent or reduced-schedule basis, use proper payroll earn codes to record FMLA usage.

Manager/Supervisor: Monitor employee's use of FMLA leave to ensure compliance with designated FMLA leave.

HR: Notify payroll of the number of hours of FMLA leave the employee is entitled to for the fiscal year. Monitor employees' FMLA usage and be aware of scheduled dates to return to work. Notify managers/supervisors of return dates, and alert employees, managers, and supervisors if employees are close to using up their FMLA leave.

10) If necessary, request recertification from employee for leave taken because of an employee's own serious health condition or the serious health condition of a family member. *See General Memo 2014-6, Section II, Question 6.*

HR: Medical recertification may be requested to monitor an employee's leave and ensure continued compliance with the FMLA. The employee is required to provide a complete and sufficient recertification. Employers are not permitted to require second or third opinions on recertification. 29 C.F.R. § 825.308.

Manager/Supervisor: Monitor an employee's use of FMLA leave, and alert HR if recertification is necessary to ensure the employee's continued compliance with FMLA.

Timeline: In general, you may request recertification no more than every 30 days for leave taken because of an employee's own serious health condition or the serious health condition of a family member. If the medical certification indicates that the minimum duration of the condition is more than 30 days, wait the minimum duration of the condition before requesting recertification. In all cases, the employer may request recertification of a medical condition every 6 months. You may request recertification in less than 30 days if: the employee requests an extension of leave; circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications); or the employer receives information that casts doubt on the employee's stated reason for the absence or the continuing validity of the certification.

Give the employee at least 15 calendar days (or more if not practicable under the particular circumstances despite the employee's diligent good faith efforts) to provide the requested recertification.

11) Consider requests from the employee to use less/more FMLA leave.

Employee: Provide reasonable notice (*i.e.* within two business days) if you expect to need to take more leave than originally anticipated, or if less leave is necessary than originally requested.

Manager/Supervisor: If an employee requests additional FMLA leave or gives notice of the need for less FMLA leave, forward the information to human resources.

HR: If the employee requests an extension of leave, you may request a recertification from an employee taking leave because of the employee's own serious health condition or the serious health condition of a family member.

If the amount of leave originally anticipated is no longer necessary or sufficient, the employer can require that the employee provide reasonable notice (*i.e.*, within two business days) of the changed circumstances where the employee has knowledge in advance of the change in circumstances. 29 C.F.R. § 825.311(c). Employees may not be required to take more FMLA leave than is necessary. 29 C.F.R. § 825.311(c).

12) If previously requested with the Designation Notice, obtain a fitness-for-duty certification from an employee on FMLA leave for a serious health condition that made the employee unable to perform the employee's job. *See General Memo 2014-6, Section III, Question 7.*

Employee: Return a complete and sufficient fitness-for-duty certification to human resources prior to returning to work.

HR: Upon return of the fitness-for-duty certification, review the form to ensure that it is complete and sufficient. If necessary, contact the employee's health care provider for clarification or authentication of the fitness-for-duty certification. Clarification may be requested only for the serious health condition for which FMLA leave was taken. The employer may not delay the employee's return to work while contact with the health care provider is being made. No second or third opinions may be required. 29 C.F.R. § 825.312.

<u>Timeline</u>: Employees who are required in the Designation Notice to provide a fitness-for-duty certification must provide a complete and sufficient certification at the time the employee seeks reinstatement at the end of FMLA leave taken for the employee's serious health condition. An employer may delay restoration to employment until the employee submits the required fitness-for-duty certification. An employee who does not provide the requested fitness-for-duty certification or request additional FMLA leave is no longer entitled to reinstatement under the FMLA. 29 C.F.R. §§ 825.312(e); 825.313(d).

Generally, an employer is not entitled to a certification of fitness to return to duty for each absence taken on an intermittent or reduced leave schedule. However, an employer is entitled to a certification of fitness to return to duty for such absences up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took leave. In those circumstances, if an employer chooses to require a fitness-for-duty certification for absences taken on an intermittent or reduced leave schedule, the employer shall notify the employee in the Designation Notice that the employee will be required to submit a fitness-for-duty certification once every 30 days. An employer may set a different interval for requiring a fitness-for-duty certification as long as it does not exceed once every 30 days and as long as the employer advises the employee of the requirement in advance of the employee taking the intermittent or reduced schedule leave. 29 C.F.R. § 825.312(f).

13) Prepare for the employee to return to work. *See HR/LR Policy #1409, Section IV(D).*

Employee: Notify your manager/supervisor of your intent to return to work.
Manager/Supervisor: Ensure employee's return to work; contact human resources if the employee does not

GENERAL PROCEDURES AND INSTRUCTIONS

return to work on the scheduled day. An employee is entitled to return to the same or an equivalent position at the end of FMLA leave, including equivalent pay, benefits, and terms and conditions of employment. After the employee has returned to work, ensure continued compliance with the ADA, workers' compensation, or MHRA, as applicable.

HR: An employee is entitled to return to the same or an equivalent position at the end of FMLA leave, including equivalent pay, benefits, and terms and conditions of employment. After the employee has returned to work, ensure continued compliance with the ADA, workers' compensation, or MHRA, as applicable.

FORMS AND SUPPLEMENTS

Contacts	MMB Enterprise Human Resources/Labor Relations Representative
References	HR/LR Policy #1409, Family and Medical Leave Act HR/LR General Memo #2014-6, FMLA Guidance

HR/LR General Memo #2014-6 FMLA Guidance	**Issued**	12/01/2014
	Revised	Replaces PERSLs #1341, 1360, 1380, 1391, 1416
	Authority	Enterprise Human Resources

GENERAL GUIDANCE AND INFORMATION

The Family and Medical Leave Act (FMLA) provides up to 12 weeks of job-protected leave to eligible employees for certain family and medical reasons. Employees are entitled to up to 26 weeks of job-protected leave to care for a covered service member with a serious injury or illness.

This general memo should be reviewed with our statewide policy, HR/LR Policy #1409, "Family and Medical Leave Act." This general memo provides guidance and answers to frequently asked questions relating to the implementation of the statewide FMLA policy. The information presented below is organized within the following sections:

I. Amount of Leave
II. Eligibility
III. Employer Notice Requirements and Responsibilities
IV. Employee Rights and Responsibilities
V. Coordination with State Leave Laws

I. AMOUNT OF LEAVE

1. If an employee uses 12 weeks of FMLA-qualifying leave in one fiscal year, can the employee use another 12 weeks the following fiscal year for the same condition?

Yes, provided that the employee still meets all eligibility criteria.

2. Can an employee "stack" two different sets of leave and, in effect, take 24 weeks of leave?

An employee is entitled to take up to 12 weeks of leave at any time within the 12-month fiscal year, if the employee is eligible. Under the regulations, an employee could, therefore, take 12 weeks of leave at the end of a fiscal year, and 12 weeks of leave at the beginning of the following fiscal year if the employee meets all eligibility requirements. 29 C.F.R. § 825.200.

3. If both spouses are state employees, what amount of FMLA leave may be taken for the birth of their child or placement of a child with them for adoption or foster care?

They may each take 12 weeks of FMLA leave per fiscal year if needed for the following situations:

a. For the birth of a son or daughter and to care for the newborn child, or for the placement of a child with the employee for adoption or foster care, and to care for the newly placed child.
b. To care for a newborn, adopted, or foster child with a serious health condition.

4. If FMLA-qualifying leave is taken for the birth of a child, or for the placement of a child for adoption or foster care, must the leave be completed within a specific period of time?

FMLA qualifying leaves must begin within 12 months of the birth or placement of a child. In cases where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

5. How do I calculate the increments for intermittent leave?

FMLA leave can be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is leave taken in separate blocks of time for a single reason; a reduced leave schedule is a leave schedule in which an employee works a reduced number of hours per workweek. 29 C.F.R. § 825.202.

When an employee takes FMLA leave on an intermittent or reduced schedule basis, the employer must calculate the leave using an increment which is no larger than the increment used to calculate other forms of leave. This increment must not be larger than one hour. If an employer uses different increments for different types of leave, the employer must account for FMLA leave in the smallest increment used to account for any other type of leave. For example, if an employer accounts for the use of vacation leave in increments of one hour and the use of sick leave in increments of one-half hour, then FMLA leave use must be accounted for using increments no larger than one-half hour. An employer may account for FMLA leave in shorter increments than used for other forms of leave. 29 C.F.R. § 825.205.

Only the amount of leave actually taken may be counted toward the employee's leave entitlement. The workweek is the basis of leave entitlement. For example, if an employee who would otherwise work 40 hours per week takes off 8 hours for FMLA leave, the employee would use one-fifth (1/5) of a week of FMLA leave. For an employee who works a part-time schedule or variable hours, the amount of FMLA leave that an employee uses is determined on a pro rata or proportional basis. Therefore, if an employee regularly works a 30-hour week, but only works 20 hours per week under a reduced leave schedule, then the 10 hours of leave constitute a 1/3 of a week of FMLA leave for each week the employee uses a reduced leave schedule. Fractions may be converted to the hourly equivalent, as long as the conversion equitably reflects the employee's total normally scheduled hours. 29 C.F.R. § 825.205.

6. How do I calculate intermittent leave entitlement for an employee whose schedule varies or has recently changed?

If an employee's schedule varies from week to week, a weekly average of the hours worked over the 12 months prior to the beginning of leave would be used to calculate the employee's leave entitlement. 29 C.F.R. § 825.205.

If an employer has made a long-term or permanent change to an employee's schedule (for reasons other than FMLA, and prior to the notice of need for FMLA leave), the hours worked under the new schedule are to be used when calculating intermittent leave. 29 C.F.R. § 825.205.

II. ELIGIBILITY

1. How can an Appointing Authority determine if a request for leave is FMLA-qualifying?

An employee giving notice of the need for FMLA leave shall explain the reasons for the

needed leave so as to allow the Appointing Authority to determine whether it is qualifying. Human Resources (HR) for the employer should inquire further of the employee if it is necessary to have more information about whether FMLA leave is being sought by the employee, and obtain the necessary details of the leave to be taken. 29 C.F.R. § 825.302. ***An employee has an obligation to respond to an employer's questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to respond to reasonable employer inquiries regarding the leave request may result in denial of FMLA protection if the employer is unable to determine whether the leave is FMLA-qualifying. 29 C.F.R.*** § ***825.302.***

2. Is FMLA leave available to an employee with a same-sex spouse?

Yes. HR/LR Policy #1409 defines "spouse" as a "husband or wife," which includes a same-sex spouse as long as the same-sex marriage was (1) entered into in a state the recognizes such marriages or, (2) if entered into outside of any state, is valid in the place that it was entered into and could have been entered into in at least one state.

3. When can I grant a provisional designation of FMLA leave?

After establishing that the employee has worked at least 1250 hours in the prior 12 months, and therefore is eligible for FMLA leave, provisional FMLA leave may be granted while waiting to receive completed medical certification forms, second opinions, or third opinions.

4. Can you "re-check" an employee's eligibility for continuous leave at the start of a new fiscal year?

At the time the leave is to start, the employer should determine whether the employee meets the hours of service requirement and has been employed for a total of at least 12 months. When continuous FMLA-qualifying leave crosses over into a new fiscal year, you should not determine eligibility at the beginning of the new fiscal year. 29 C.F.R. § 825.110(d).

5. When can you "re-check" an employee's eligibility for intermittent leave?

When an employee takes FMLA leave on an intermittent basis, she is taking leave in separate blocks of time for a single qualifying condition. 29 C.F.R. § 825.202(a). As long as the separate absences are taken for the same reason over the course of the same fiscal year, eligibility only needs to be established once, at the beginning of the series of leave. Eligibility should be "re-checked" for each new qualifying condition.

When an employee's intermittent leave crosses over into a new fiscal year, an employer can "re-check" an employee's 1,250 hours eligibility criteria at the start of the new fiscal year (i.e., July 1), even if it is for the same condition.

6. When can I seek recertification?

When an employee takes leave for the employee's own serious health condition or for the serious health condition of a family member, the employee must provide medical certification. Generally, an employer may request recertification of the qualifying serious health condition no more often than every 30 days.

An employer must wait more than 30 days to seek recertification if the medical certification indicates that the minimum duration of the condition is more than 30 days. In this case, the employer must wait until that minimum duration expires to request recertification. Regardless, an employer may request recertification every 6 months in connection with an absence by an employee, even if the medical certification states that the minimum duration of the condition is more than 6 months.

An employer may request recertification in less than 30 days if:

a. The employee requests an extension of leave;

b. Circumstances described by the previous certification have changed significantly; or,
c. The employer receives information that casts doubt on the employee's stated reason for absence or the continuing validity of the certification (for example, if an employee is on FMLA leave for four weeks due to knee surgery, but plays on the office softball team during the FMLA leave).

29 C.F.R. § 825.308.

7. Can an employee work another job ("moonlight") while on FMLA leave?

If an employer has a uniformly-applied policy against outside or supplemental employment, then that policy may continue to apply to the employee while on FMLA leave. An employer which does not have such a policy may not deny FMLA benefits to an employee who continues to work a second job while on FMLA leave. If, however, the circumstances surrounding the second job cast doubt on the employee's need for FMLA leave, the employer may pursue the recourses available to the employer when fraud is suspected, including recertification. 29 C.F.R. § 825.216.

8. Can employees use FMLA leave to care for an adult son or daughter?

Yes, if the adult son or daughter meets certain requirements. In order for an adult child (i.e., a child 18 years of age or older) to meet the FMLA definition of "son or daughter," the adult child must have a physical or mental disability and be unable to care for himself or herself because of that disability. 29 C.F.R. §§ 825.102, 825.122. The FMLA regulations adopt the ADA definition of "disability," as a physical or mental impairment which substantially limits a major life activity. 29 C.F.R. §§ 825.102, 825.122. A parent is entitled to take FMLA leave to care for an adult son or daughter if the adult son or daughter:

a. Has a disability as defined by the ADA;
b. Is incapable of self-care because of the disability;
c. Has a serious health condition; *and*,
d. Is in need of care due to the serious health condition.

The age of an employee's son or daughter at the onset of a disability is not relevant when determining the employee's eligibility for FMLA leave. An employee may take FMLA leave to care for an adult son or daughter regardless of when the disability commenced. Moreover, there is no minimum duration required for an impairment to qualify as a disability; the effect of an impairment lasting or expected to last fewer than six months may fall within the definition of "substantially limiting" under the ADA. The adult child's qualifying disability *may* be—but does not necessarily need to be—related to the same "serious health condition" that requires the parent employee's care. For practical purposes, there may be impairments that will satisfy both the expanded definition of "disability" and the definition of "serious health condition," even though the statutory tests are different.

The definition of a disability under the ADA, as well as the clarification that when an adult son or daughter's disability commences is not determinative of whether he or she qualifies as a "son or daughter" under the FMLA, may allow parents of adult children who have been wounded or sustained an injury or illness in military service to take FMLA leave beyond that provided under the special military caregiver leave provision of the statute. Under the military caregiver provision, a parent of a covered servicemember who sustained a serious injury or illness is entitled to up to 26 workweeks of FMLA leave in a single 12-month period if all other requirements are met. The servicemember's injury, however, may have an impact that lasts beyond the single 12-month period covered by the military caregiver leave entitlement. Thus, the servicemember's parent can take FMLA leave to care for a son or daughter in subsequent years due to the adult child's serious health condition, as long as all other FMLA requirements are met. DOL Administrator's Interpretation, No. 2013-1.

9. What is a "key employee"?

A "key employee" is a salaried FMLA-eligible employee who is among the highest paid 10% of all employees

working for the employer. The key employee must be among the high paid 10% of all employees, both salaried and non-salaried. 29 C.F.R. § 825.217. Employers may be able to deny reinstatement to a key employee following FMLA leave. In order to deny restoration to a key employee, the employer must determine that *restoration* will cause substantial and grievous economic injury to the operations of the employer. It is not sufficient for the employer to find that the *absence* of the key employee will cause such substantial and grievous injury. 29 C.F.R. § 825.218(a). The regulations do not create a precise test to determine the level of hardship. They do note the following, however:

a. An employer may take into account its ability to replace on a temporary basis (or temporarily do without) the key employee. If permanent replacement is unavoidable, then the employer may consider the cost of reinstating the employee in evaluating whether substantial and grievous economic injury will occur from restoring the employee to an equivalent position. 29 C.F.R. § 825.218(b).
b. If the reinstatement of a key employee threatens the economic viability of the employer, that would constitute substantial and grievous economic injury. A lesser injury which causes substantial, long-term economic injury would also be sufficient. 29 C.F.R. § 825.218(c).
c. Minor inconveniences and costs that the employer would experience in the normal course of doing business would certainly not constitute substantial and grievous economic injury. 29 C.F.R. § 825.218(c).

If an employer believes that reinstatement may be denied to a key employee, the employer must provide written notice to the employee at the time that the employee gives notice of the need for FMLA, or the employee commences FMLA leave, whichever is earlier, that he or she is a key employee. The employer must fully inform the employee of the potential consequences. 29 C.F.R. § 825.219(a).

As soon as the employer makes a good faith determination that restoration will result in substantial and grievous economic injury to its operations, the employer shall provide written notice to the employee of its determination that it cannot deny FMLA leave, and that it intends to deny restoration to employment at the completion of FMLA leave. This notice must be served in person or by certified mail, and must provide the basis for the employer's finding. In lieu of FMLA leave, the employer must provide the key employee reasonable time to return to work. 29 C.F.R. § 825.219(b).

After providing notice that restoration will result in substantial and grievous economic harm to the employer, the employee is still entitled to request reinstatement at the end of FMLA leave, and the employer must make a new determination regarding whether the key employee can be reinstated. This new determination must be made based on the facts at that time. If it is again determined that substantial and grievous economic injury will result, the employer shall provide written notice in person or via certified mail of the denial of restoration. 29 C.F.R. § 825.219(d).

III. EMPLOYER NOTICE REQUIREMENTS AND RESPONSIBILITIES

1. Is an employer required to grant intermittent parenthood leave?

No. Under current regulations, an employee may take intermittent leave for reasons of medical necessity or serious health conditions. 29 C.F.R. § 825.202(b). However, an employee may take intermittent leave following the birth/adoption only if the employer agrees to such leave. 29 C.F.R. § 825.202(c). Therefore, an employer may exercise discretion when deciding to grant intermittent parenthood leave, and is not required to do so.

2. How does an employer collect a medical certification?

Only medical practitioners, and not HR staff or supervisors, are able to make determinations of a serious health condition. This determination must be made via the Certification of Health Care Provider form. The form must be returned to the HR office, and not an individual's supervisor, in order to prevent a supervisor from inadvertently obtaining any confidential medical information. If the certification form indicates a serious

health condition, the employer may accept the information or obtain a second opinion from a health care provider. The employer may choose the health care provider for the second opinion, but cannot regularly do business with that health care provider.

3. When should I seek a second or third opinion?

An employer may seek a second opinion, at the employer's own expense, when the employer has reason to doubt the validity of a medical certification. 29 C.F.R. § 825.307(b). An employer may seek a third opinion, also at the employer's own expense, if the opinions of the employee's and the employer's designated health care provider differ. This third opinion shall be final and binding. 29 C.F.R. § 825.307(c).

While waiting for receipt of the second or third opinions, the employee is entitled to provisional FMLA leave.

For additional information regarding seeking a second opinion, please contact your representative at the Attorney General's Office or MMB.

4. Do I need to provide a Tennessen Warning with the Certification of Health Care Provider form?

Yes. Provide a Tennessen Warning to any employee to whom you provide a Certification of Health Care Provider form.

5. What documents am I required to retain and for how long?

Employers with eligible employees must maintain for at least 3 years records that disclose the following:

a. Basic payroll and identifying employee data, including name, address, and occupation; rate or basis of pay and terms of compensation; daily and weekly hours worked per pay period; additions to or deductions from wages; and total compensation paid.
b. Dates FMLA leave is taken by FMLA-eligible employees (e.g., available from time records, requests for leave, etc., if so designated). Leave must be designated in records as FMLA leave.
c. If FMLA leave is taken by an employee in increments of less than one full day, the hours of the leave.
d. Copies of employee notices of leave furnished to the employer under FMLA, if in writing, and copies of all written notices given to employees as required by FMLA. Copies may be maintained in personnel files.
e. Any documents (including written and electronic) describing employee benefits or employer policies and practices regarding the taking of paid and unpaid leaves.
f. Premium payments of employee benefits.
g. Records of any dispute between the employer and employee regarding designation of leave as FMLA leave, including written statements of the reasons for the designation and for the disagreement.
h. Records and documents related to certifications, recertifications, or medical histories of employees or employees' family members.

29 C.F.R. § 825.500. These documents may be required to be maintained for longer periods of time under your agency's record retention policy.

6. Must all new employees be notified of their FMLA rights?

Yes. Employers must post in a conspicuous place a general notice explaining the FMLA's provisions and providing information regarding procedures for filing a claim. This notice must be posted where it can be readily seen by employees and applicants. 29 C.F.R. § 825.300(a)(1).

Employers must also include the information from the general notice in any employee handbook or other

written policies or manuals describing employee benefits and leave provisions. If an employer does not have a handbook or written guidance, the employer is required to provide this general notice to new employees upon hiring. 29 C.F.R. 825.300(a)(3).

7. When can I request a fitness-for-duty certification?

As a condition of restoring to employment an employee whose FMLA leave was due to his or her own serious health condition that made the employee unable to perform his or her job, an employer may require the employee to provide a fitness for duty certification. 29 C.F.R. § 825.312(a). An employer who requests a fitness-for-duty certification must have a uniformly applied policy that applies to all similarly-situated employees (i.e., same occupation, same serious health condition). 29 C.F.R. § 825.312(a). An employer may seek a fitness-for-duty certification only with regard to the particular health condition that caused the employee's need for FMLA leave. 29 C.F.R. § 825.312(b).

An employer may request a fitness-for-duty certification for an FMLA-qualifying continuous leave of absence. An employer is not entitled to a fitness-for-duty certification for each absence taken on an intermittent or reduced leave schedule. However, an employer may request a certification of fitness to return to duty for absences taken on an intermittent or reduced leave schedule up to once every 30 days if reasonable safety concerns exist regarding the employee's ability to perform his or her duties, based on the serious health condition for which the employee took such leave. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the individual employee or others. In determining whether reasonable safety concerns exist, an employer should consider the nature and severity of the potential harm and the likelihood that potential harm will occur. 29 C.F.R. § 825.312(f).

In all instances, the designation notice shall advise the employee if the employer will require a fitness-for-duty certification to return to work, and whether that certification must address the employee's ability to perform essential functions of the job. 29 C.F.R. § 825.312(d). If the employer requires that the certification address the employee's ability to perform the essential functions of his or her job, the employer must provide the employee with a list of the essential functions with the designation notice. 29 C.F.R. § 825.312(b).

If an employer chooses to require a fitness-for-duty certification for absences taken on an intermittent or reduced leave schedule, the employer shall notify the employee in the designation notice that the employee will be required to submit a fitness-for-duty certification every 30 days. An employer may set a different interval for requiring a fitness-for-duty certification as long as it does not exceed once every 30 days and as long as the employer advises the employee of the requirement in the designation notice. 29 C.F.R. § 825.312(f).

When an employee submits a completed fitness-for-duty certification, the employer may contact the employee's health care provider for clarification and/or authentication. 29 C.F.R. § 825.312(b). "Clarification" means contacting the health care provider to understand the handwriting or to understand the meaning of a response. "Authentication" means providing the health care provider with a copy of the certification and requesting verification that the information provided was completed by and signed by the health care provider. No additional medical information may be requested. 29 C.F.R. § 825.307(a). The employer may not delay the employee's return to work while seeking clarification/authentication. Employers may not require second or third opinions on a fitness-for-duty certification. 29 C.F.R. § 825.312(b).

An employer may delay restoration to employment until the employee submits the required fitness-for-duty certification. An employee who does not provide the requested fitness-for-duty certification or request additional leave is not entitled to reinstatement under the FMLA. 29 C.F.R. § 825.312(e). If the amount of leave originally anticipated is no longer necessary or sufficient, the employer can require that the employee provide reasonable notice (i.e., two business days) of the changed circumstances where foreseeable. 29 C.F.R. § 825.311(c).

After an employee has returned from FMLA leave, an employer may conduct medical examinations and inquiries to the extent they are permitted by the ADA and Minnesota Human Rights Act. 29 C.F.R. §

825.312(h).

IV. EMPLOYEE RIGHTS AND RESPONSIBILITIES

1. Can an employee refuse to take FMLA leave?

No. Federal regulations clearly create obligations for employers to begin processing FMLA claims. Once an employer has acquired knowledge that an employee is taking leave for an FMLA-qualifying reason, the employer must designate the leave as FMLA leave. 29 C.F.R. § 825.301(a). Moreover, the State requires the concurrent usage of paid sick leave for conditions which qualify both for sick leave usage and FMLA leave. All paid time counts toward the 12 weeks of FMLA leave. 29 C.F.R. § 825.207.

2. Can an employee choose to use paid vacation time while on FMLA-qualifying leave?

Employees are required to exhaust their accrued sick leave hours for conditions which qualify for sick leave usage under the applicable labor contract or plan. After exhausting their accrued sick leave hours, employees may choose to use accrued vacation or compensatory time while using FMLA leave. The employee must comply with normal employer paid leave policies, and all paid time will count toward the twelve (12) weeks of FMLA-qualifying leave. 29 C.F.R. § 825.207. Review HR/LR Policy #1409 for additional information.

3. Do employees remain eligible for insurance coverage during FMLA leave?

Yes. When an employee takes FMLA leave, he or she may continue all coverage which the employee had prior to FMLA leave, including: medical and dental insurance; basic, optional, spouse, and child life insurance; and short-term and long-term disability insurance coverage. 29 C.F.R. § 825.209.

In order for coverage to continue, the employee must continue to pay the employee's portion of required premiums. 29 C.F.R. § 825.210. Because FMLA leave is unpaid and there is no paycheck from which to withdraw the premium, the employee will receive an invoice for the required premiums, unless the employee is also concurrently using paid leave. If the employee concurrently uses paid leave during FMLA leave, the payment will be withdrawn from the paycheck in the usual manner. If a required payment by the employee is not received on time, coverage may be cancelled and the employee will not be eligible to reinstate coverage until returning to work. 29 C.F.R. § 825.212.

If an employee takes leave due to a work-related disability for which the employee receives workers' compensation payments, the employee will not be eligible to also receive short-term disability payments.

4. May an employee choose not to retain health and dental coverages while on FMLA-qualifying leave?

An employee may choose not to retain group health plan coverage during FMLA leave. However, when an employee returns from leave, the employee is entitled to be reinstated on the same terms as prior to taking the leave. 29 C.F.R. § 825.209(e).

5. May an employee choose not to retain optional coverages while on FMLA-qualifying leave?

Yes, an employee may choose not to retain optional coverages while off the payroll during FMLA-qualifying leave. The optional coverages will be reinstated upon return to work if the return to work is within the allotted twelve weeks of FMLA of FMLA-qualifying leave. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave. Coverage reinstatement limits may apply if subsequent unpaid leave time is taken.

6. If an employee terminates employment during the FMLA-qualifying leave, may the employer recoup the costs of the premiums paid?

Under some defined circumstances, an employer may recover its share of health/dental insurance premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work for at least thirty (30) calendar days after the leave. Please contact MMB for guidance regarding situations under which recoupment of premium costs can occur.

7. Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?

Employees on FMLA-qualifying leave may earn holiday pay only if they are in a paid status on the normal work day before and after the holiday.

8. Does workers' compensation leave count against an employee's FMLA leave entitlement?

FMLA-qualifying leave and workers' compensation leave may run concurrently, provided the reason for the absence is due to a qualifying serious illness or injury and the employee is eligible for FMLA leave. The employer must properly designate the leave as FMLA leave and notify the employee that the leave will be counted as FMLA leave.

V. COORDINATION WITH STATE LEAVE LAWS

1. If abuse of leave is suspected, when should I request a doctor's note and when should I require an FMLA recertification?

Agencies may require employees to provide a doctor's statement when sick leave abuse is suspected that is not FMLA-related. Agencies must use the FMLA recertification process—and not request a doctor's note—when FMLA abuse is suspected. Agencies that suspect FMLA abuse can request FMLA recertification every 30 days or less if:

a. The employee's claimed absences deviate from their certification; or,
b. The employer receives information that casts doubt upon the employee's stated reason for the absence or the continuing validity of the certification. For example, if an employee is on FMLA leave for four weeks due to the employee's knee surgery, including recuperation, and the employee plays in company softball league games during the employee's third week of FMLA leave, such information might be sufficient to cast doubt upon the continuing validity of the certification allowing the employer to request a recertification.

29 C.F.R. § 825.308(c).

2. Does parenting leave provided under M.S. 181.941 run concurrently with parenting leave under the FMLA?

Yes. M.S. 181.941 allows for twelve weeks of unpaid leave for biological or adoptive parents in conjunction with the birth or adoption of a child, or for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of leave provided under M.S. 181.941 may be reduced by leave taken for the same purpose by the employee under the FMLA, or by any period of paid parental, disability, personal, medical, sick leave, or accrued vacation so that the total leave does not exceed twelve weeks, unless agreed to the by the employer. M.S. 181.943.

However, there is one important difference between the FMLA and state law regarding leave for the birth or adoption of a child. FMLA leave time must be taken during the 12-month period beginning on the date of the child's birth or the date of the child's placement for adoption, and expires at the end of this 12-month period. 29 C.F.R. §825.120(a)(2); 29 C.F.R. 8§25.121(a)(2). Any parenting leave taken beyond this 12-month period will not qualify as FMLA leave. 29 C.F.R. § 825.120(a)(2); 29 C.F.R. § 825.121(a)(2). In contrast, under M.S. 181.941, leave must simply *begin* within 12 months of the birth or adoption (exceptions apply if the child must stay in the hospital longer than the mother). As a result, under state law, although the leave must start within 12 months of the birth or adoption, the leave may extend beyond the 12-month period after the birth or adoption.

FORMS AND SUPPLEMENTS	
Contacts	MMB Labor Relations Representative
References	HR/LR Policy #1409: http://view.ext.cms.oet.mn.gov/mmb/employee-relations/laws-policies-and-rules/statewide_hr_policies/

APPENDIX L
HIGH COST CENTERS FOR MEAL REIMBURSEMENT

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

APPENDIX M
STATUTORY LEAVES

Following are the citations for leaves designated by the Legislature. These leaves are subject to change or repeal. These leaves are not grievable or arbitrable under Article 9 of this contract.

3.088	Leave of Absence to Serve as a Legislator or For Election to a Full-time City or County Office
15.62	Athletic Leave of Absence
43A.185	Disaster Volunteer Leave
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
43A.187	Blood Donation Leave
43A.321	Volunteer Firefighters and Rescue Workers
181.940 - 181.9413	Parenting Leave, School Conference and Activities Leave, and Sick Leave Benefits; Care of Relatives
181.945	Bone Marrow Donation Leave
181.9456	Organ Donation Leave
181.946	Leave for Civil Air Patrol Service
181.947	Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service
181.948	Leave to Attend Military Ceremonies
192.26, 192.261	Military Service Leave
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions
202A.19	Precinct Caucus Leave
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary or General Election, or an Election for United States Senator or United States Representative, or Election for State Senator or State Representative

DOER Department of Employee Relations
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www.doer.state.mn.us

August 20, 1999

Jim Monroe
Executive Director
411 Main Street - Room 400
St. Paul, MN 55102

Dear Mr. Monroe:

This letter is to reconfirm the agreement we reached during previous rounds of contract negotiations. The Employer agrees to facilitate the return of Association Presidents to their Appointing Authorities after completing their leaves to serve the Association.

Such facilitation shall include but not be limited to the following issues:

1) classification;

2) specific position and location; and

3) appropriate wage level.

Sincerely,

Paul A. Larson
Assistant State Negotiator
Department of Employee Relations

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www.doer.state.mn.us

August 20, 1999

Jim Monroe, Executive Director
Minnesota Association of Professional Employees
411 Main Street
Saint Paul, MN 55102

Dear Jim:

During negotiations for the 1995 - 1997 and the 1997 - 1999 contracts between the State of Minnesota and the Minnesota Association of Professional Employees, the issue of rights of and protections for MAPE employees who perform representation duties and/or file grievances through the Association arose. Such activities include, but are not limited to, work on negotiation teams for the contract, filing or processing grievances, representing employees during investigations and general informational duties as an Association Representative.

The contractual provisions for these activities are listed in the contract in Article 4, Section 3; Article 7, Section 7; Article 8, Section 2; and Article 9, Section 2C. Leaves and release time granted under these provisions are to be considered as approved time away from work. Additionally, Minnesota Statute 179A.06 provides these rights of employees under law and Minnesota Statute 179A.13(1) establishes an unfair labor practice for "... interfering, restraining, or coercing employees in the exercise of the rights guaranteed in Sections 179A.01 through 179A.25."

In sum, the law and the contract provide considerable protection for employees who file grievances or represent bargaining unit members covered by the MAPE contract.

Employees exercising these rights, however, are required to notify and receive approval from their Appointing Authorities prior to taking the necessary and/or contractually provided time off.

I hope this letter serves to delineate protection provisions for your bargaining unit members under both law and contract.

Sincerely,

Paul A. Larson

Paul A. Larson
Assistant State Negotiator
Department of Employee Relations

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July 26, 2001

Jim Monroe, Executive Director
Minnesota Association of Professional Employees
411 Main Street
St. Paul, MN 55102

Dear Jim:

Consistent with the mission and needs of the State, the parties recognize the need to maintain a premiere professional workforce and that this is done by retaining highly skilled employees. The Appointing Authority and the Association shall work together to achieve this goal. It is recognized that employees may seek career development training opportunities both within State service and outside State service. Both parties recognize that the taking of college courses, professional workshops, and/or seminars will better prepare an employee to perform his/her current or projected responsibilities or to meet the potential future needs of the State.

The Employer recognizes the Association's commitment to, and support of professional development training. To the extent that the Association sponsors professional development training, the Appointing Authority agrees to review the training curriculum, and at its discretion, approve of the Association sponsored professional development training. If the Appointing Authority approves of the Association sponsored training, the time spent attending the training would be considered as paid leave.

Sincerely,

Paul A. Larson

Paul Larson
Deputy State Negotiator
Labor Relations/Compensation Division

DOER Department of Employee Relations

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DATE: August 18, 2003

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Carolyn Trevis
Assistant State Negotiator

PHONE: 651-297-3482

RE: Layoffs

As part of the negotiations with MAPE for the 2003-2005 contract, we had extensive discussions regarding the layoff process and the Association's desire to meet with agencies during the layoff planning process. The Association proposed that whenever an agency begins planning for a budgetary layoff, it shall meet with and confer with the Association.

It is my understanding that although agencies are not required to meet with the Association when planning budgetary layoffs, the majority of state agencies are in fact doing so. This has proven helpful to the parties. I recommend that upon request, agencies meet with the Association, to the extent possible, to discuss budgetary layoffs and the effect of such layoffs.

If you have any questions, please contact your Labor Relations representative.

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DATE: August 18, 2003

TO: Agency Heads
Personnel Directors/Designees
Labor Relations Directors /Designees

FROM: Cal R. Ludeman, Commissioner
Department of Employee Relations

RE: Use of State Facilities

The purpose of this memo is to remind agencies about the use of state facilities by the exclusive bargaining representatives for the purpose of meeting with their bargaining unit employees. Our position on this is that unions who want to use state facilities to meet with their bargaining unit employees shall be afforded the same access as other outside groups.

If your agency has permitted employees and outside groups to reserve rooms to participate in meetings or activities that are not specifically sponsored by the state, then employees who request to reserve rooms to meet with the union should continue to be allowed access on the same basis. If, however, your agency or facility is one which would not allow any outside groups to access and use facilities (for example the correctional facilities generally do not allow outside access) then you can decline such requests to use your agency's facilities. Further, if your agency has policies on advance reservation of rooms, you may apply those policies to the unions on the same basis that you apply them to others. Irrespective of your agency's policy on the use of facilities, it is imperative that all of the unions be treated equally.

This instructive is not meant to change your agency's existing practice regarding use of facilities for grievance administration and meet and confers.

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DATE: August 3, 2005

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Carolyn Trevis
Assistant State Negotiator

PHONE: (651) 297-3482

RE: Administrative Procedure 1.2

As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions regarding harassment and the need for procedures for internal resolution of such complaints.

I am writing to remind you of Administrative Procedure 1.2 which provides to agencies some guidelines on harassment. It provides in part:

In order to provide and maintain a productive work environment consistent with merit principles, free of discriminatory practices, and in accord with M.S. 43A.01, subd. 2 (Precedence of Merit Principles and Nondiscrimination) it is necessary to remove and eliminate all forms of harassment. Harassment is a form of discrimination and in general is a display of behavior by one employee toward another employee which has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment. Of particular concern is sexual harassment which is unwelcome sexual advances by an employee toward another employee, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

An employee's submission to such conduct is made either explicitly or implicitly a term or condition of an individual's performance.

An employee's submission to or rejection of such conduct is used as the basis for employment decisions affecting such individual.

If you have any questions, please contact your Labor Relations Representative.

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DATE: August 3, 2005

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Carolyn Trevis
Assistant State Negotiator

PHONE: (651) 297-3482

RE: Single-occupancy lodging – MAPE Agreement

As part of the negotiations with MAPE for the 2005-2007 Agreement, we had discussions regarding expense allowances and whether agencies are granting employees' requests for single-occupancy lodging when traveling on state business.

The MAPE agreement provides in Article 18 that "employees may request single-occupancy lodging when in travel status. The decision whether or not to grant the request is at the discretion of the Appointing Authority." Due to our continuing needs for flexibility and funding issues, the State did not agree to change this language. However, when such a request for single-occupancy lodging is made, agencies are advised to provide reasons for any denial of the request and such requests should not be unreasonably denied.

If you have any questions, please contact your Labor Relations Representative.

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DATE: July 9, 2007

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Carolyn Trevis
Assistant State Negotiator

PHONE: 651-259-3758

RE: Job Audits

As part of the negotiations with MAPE for the 2007-2009 contract, we had discussions regarding job audits and the need for timely completion of such audits.

I am writing to you to again recommend that each agency and its supervisors act on job audits in a timely manner and, to the extent possible, complete them within 120 days. If there is a delay, the supervisor should periodically update the employee as to the reason for the delay and the expected date of completion.

If you have any questions, please contact your Labor Relations representative.

MINNESOTA Management & Budget

DATE: August 15, 2014

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Marcy Cordes, Assistant Commissioner/State Negotiator
Labor Relations Division

RE: Further Expansion of Sick Leave Benefits

On August 1, 2013, the Minnesota legislature passed a law which expanded employees' entitlement to use accrued sick leave benefits, allowing them to use paid sick leave for reasonable periods of time as the employee's attendance may be necessary due to the illness or injury of the following family members:

- Adult children
- Spouse
- Brother or Sister
- Parent
- Stepparent
- Grandparent

The legislature has since passed further legislation effective August 1, 2014 which now allows employees to use sick leave as the employee's attendance may be necessary due to illness or injury of the following family members in addition to those named above:

- Grandchild
- Father-in-law
- Mother-in-law

In addition, the expanded law also allows employees to use sick leave for the purposes of obtaining assistance or providing assistance to a relative as named above because of sexual assault, domestic abuse or stalking.

As before, this expanded use of sick leave does not require that the persons being cared for live in the employee's household. The employer may limit the use of personal sick leave for the reasons listed above to a cap of 160 hours in any 12-month period.

You are to apply the expanded provisions of the law, as well as the sick leave provisions of the applicable contract/Plan.

If you have any questions, please contact your Labor Relations representative.

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An Equal Opportunity Employer

STATE OF MINNESOTA

Office of Governor Mark Dayton

116 Veterans Service Building ♦ 20 West 12th Street ♦ Saint Paul, MN 55155

June 25, 2015

Dan Holub
Minnesota Association of Professional Employees (MAPE)
3460 Lexington Avenue North, Suite 300
Shoreview, Minnesota 55126

Dear Dan:

The Governor and Lieutenant Governor are committed to establishing a taskforce to assess the different opportunities for Paid Parental Leave for the employees of the State of Minnesota.

The taskforce will be asked to conduct meaningful analysis of current state policies, as well as examine potential new options. I anticipate that the final product of the taskforce will be a list of recommendations on a Paid Parental Leave policy for the State of Minnesota.

I recommend the Governor's Office work with you and MAPE members to outline the taskforce's scope of work to ensure that this scope both adequately covers the different facets of Paid Parental Leave and allows for the taskforce to elicit input from the appropriate stakeholder groups. I would be willing to serve as co-chair of the taskforce, along with Myron Frans, Commissioner of Minnesota Management and Budget.

Thank you for your continued partnership as we actively participate in these negotiations.

My best regards.

Sincerely,

Jaime Tincher

Jaime Tincher
Chief of Staff

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