



DATE: April 19, 2021

TO: Zaidee Martin, Negotiator
Middle Management Association

FROM: Matthew Begansky, Labor Relations Consultant
Labor Relations Division

A handwritten signature in black ink, appearing to read 'Matthew Begansky'.

PHONE: (651) 259-3763

RE: 2021-2023 Contract Negotiations – Employer’s Opening Proposal

Please find below a summary of each of the modifications/clarifications/additions developed by the State for the 2021-2023 round of bargaining with the Middle Management Association. Although we consider this to be our comprehensive package, we reserve the right to add, modify, or drop proposals as necessary.

TECHNICAL CHANGE THROUGHOUT CONTRACT

1. Gender-specific pronouns that were missed last round throughout the contract updated.
2. Change ampersand to “and” in Minnesota Management and Budget

PREAMBLE

3. Technical changes of the effective year.
4. Add language to fix clerical errors discovered.

The parties to this Agreement agree that Minnesota Management and Budget may correct any misspelled words, mathematical errors, and other clerical errors or omissions in this Agreement at any time. Minnesota Management and Budget must give notice to the Union of any corrections made.

ARTICLE 1 – ASSOCIATION RECOGNITION

5. Section 1. Recognition. Correct typo in () from (14) to (14).

Section 1. Recognition. The Employer recognizes the Association as the exclusive representative for all supervisors employed by the State of Minnesota for more than fourteen (~~14~~) hours per week and more than sixty-seven (67) working days per year as certified by the Bureau of Mediation Services Case Nos. 81-PR-5-A and 81-PR-222-A.



ARTICLE 2 – DUES CHECKOFF

No change.

ARTICLE 3 – EMPLOYER RIGHTS

No change.

ARTICLE 4 – ASSOCIATION RIGHTS

6. Section 2. Representatives' Activities. Delete word “post and replace with “share”

Section 2. Representatives' Activities. The Employer agrees that during working hours, on the Appointing Authority's premises within the Representatives' work location and without loss of pay, Representatives will be allowed reasonable time to ~~post~~share official Association notices, to distribute the Association newsletters, and to transmit communications authorized by the Association to the Employer as are required for the administration of this Agreement, provided, however, this activity does not interfere with normal work duties.

ARTICLE 5 – STRIKES AND LOCKOUTS

No change.

ARTICLE 6 – DISCIPLINE AND DISCHARGE

7. Section 2. Disciplinary Action. Modify numbering to bulleted list.

8. Section 2. Disciplinary Action. Modify vacation reduction days from four to five

*The Appointing Authority may, in lieu of an unpaid suspension, issue a suspension by subtracting vacation hours from the employee's accumulated vacation balance in an amount equal to the unpaid suspension. The amount of vacation to be subtracted will be from one (1) to ~~four~~five (5) days.

9. Section 2. Disciplinary Action. Add Reduction of step(s) to possible disciplinary actions and explanation of parameters.

1. Oral reprimand (not grievable)
2. Written reprimand
3. Suspension (paid or unpaid)
4. Suspension – equivalent reduction of vacation balance*
5. Reduction of step(s).**
5-6. Demotion
6-7. Discharge

** For discipline based on an employee's work performance. The Appointing Authority may make a reduction of pay of one (1) step of the salary range in lieu of suspension. The reduction may be for a period of time or until the performance issue that lead to the reduction has been corrected. This reduction shall take place at the beginning of the first pay period that the discipline is issued. The Appointing Authority shall not combine salary step reduction with any other discipline for the same instance. The employee is not eligible for retroactive wages upon return to their previous salary placement

10. Section 3. Investigatory Leave. Add language clarifying that information provided regarding the status of investigations is in accordance with the MGDPA.

At the supervisor's request, four (4) years after an investigatory leave ends, the investigatory leave letter shall be removed from the supervisor's personnel file. Information provided on the status of the investigation shall be in accordance with Minnesota Government Data Practices Act.

11. Section 4. Investigatory Interview. Add words "or video conference"

The Appointing Authority shall not meet with a supervisor for the purpose of questioning a supervisor during an investigation that may lead to discipline of that supervisor without first offering the supervisor an opportunity for MMA representation. Any supervisor waiving the right to such representation must do so in writing prior to the questioning. However, a supervisor may initially waive the right to representation orally in the case of a phone or videoconference interview.

12. Section 4. Investigatory Interview. In second paragraph delete "Association" replace with "supervisor"

...Notification of status of the investigation will normally be provided to the ~~Association~~ supervisor within thirty (30) days of the interview. Supervisors who are the subject of an investigation shall be notified of the Agency's final decision.

13. Section 6. Unclassified Supervisors. Change language from not being eligible of "arbitration" to not being eligible to "grievance" procedures.

14. Section 6. Unclassified Supervisors. Add language that unclassified employee is allowed a meeting to discuss the reason for the termination.

The termination of unclassified supervisors is not subject to the ~~arbitration-grievance~~ provisions of this Agreement. Upon request of the employee, an unclassified employee shall be allowed a meeting to discuss the reasons for the termination.

15. Section 7. Personnel Records. Modify language regarding removal of documents from an employee's personnel file to be at the discretion of the Appointing Authority.

16. Section 7. Personnel Records Add that removal of discipline requires continuous service with the Appointing Authority that issued the discipline.
17. Section 7. Personnel Records. Add language that disciplinary letters removed from personnel file shall also be removed from supervisory file.
18. Section 7. Personnel Records. Reword language regarding personal file and other supportive oral/ written information in disciplinary action/hearing

Upon the request of the supervisor, a written reprimand shall be removed from the supervisor's personnel record provided that no further disciplinary action has been taken against the supervisor for a period of one (1) year following the date of the written reprimand. Requests to remove disciplinary documentation will be considered at the Appointing Authority's discretion. Upon the request of the supervisor, a suspension of ten (10) days or less shall be removed from the supervisor's personnel record provided that no further disciplinary action has been taken against the supervisor for a period of three (3) years from the initial date of the suspension. Removal of documentation from an employee's personnel file as listed above shall be contingent upon the employee's continuous service with the Appointing Authority that issued the discipline. Any disciplinary letters which have been removed from the employee's personnel file shall also be removed from the supervisor's file.

The contents of a supervisor's personnel office record shall be disclosed to them upon request and to the supervisor's Association Representative upon the written request of the supervisor. In the event a grievance is initiated under Article 7, the Appointing Authority shall provide a copy of any items from the supervisor's personnel office record upon the request of the supervisor.

The Appointing Authority and the Association may use Only the personnel office record may be used as evidence from the supervisor's personnel file as well as other supportive oral or written testimony or 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. Each supervisor shall be furnished with a copy of all evaluative and disciplinary entries into their personnel office record at or before the time such entry is placed in the record and shall be entitled to place their written response to such action in the personnel office record.

ARTICLE 7 – GRIEVANCE PROCEDURE

19. Section 1. Definition of a Grievance. Changes intended to clarify language given there are different tracks/timelines (e.g. ability to appeal right to step 2, failure to arrange a meeting that requires Association to advance to next step, etc.)

...The Association shall have the right to take up suspensions, demotions, and discharges 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.

STEP 1.

The grievance shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it was based, section or sections of the Agreement alleged to have been violated, and the relief requested and shall be presented to the grievant's immediate superior by an Association Representative or designee. Any alleged violation not processed to this step within twenty-one (21) calendar days of the first 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 knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived.

Within ten (10) calendar days after receiving the written grievance, the grievant's immediate superior or the Appointing Authority's designee and the Association Representative shall arrange a meeting with or without the grievant, in an attempt to resolve the grievance.

Failure to arrange a meeting within the above stated ten (10) calendar days shall require the Association to commence ~~the next step~~ filing at Step 2 within the succeeding ten (10) calendar days unless the parties mutually agree in writing to an extension.

~~If Where a meeting is arranged within the ten (10) calendar days, the grievance remains unresolved after this meeting,~~ the immediate superior's written answer to the grievance shall be given to the Association Representative within ten (10) calendar days following of this meeting. If the Association finds the written answer does not resolve the grievance, ~~The~~ Association may appeal the grievance to Step 2 within ten (10) calendar days following of the receipt of the immediate superior's answer.

STEP 2.

a. Suspensions, Demotions, Discharges First Filed at Step 2

The Association shall have the right to file suspensions, demotions, and discharges of supervisors immediately at Step 2 of the Grievance Procedure. When first filing at Step 2, the grievance shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it was based, section or sections of the Agreement alleged to have been violated, and the relief requested and shall be presented to the grievant's immediate superior by an Association Representative or designee. Any alleged contract violation for suspensions, demotions, or discharges not filed within twenty-one (21) calendar days of the discipline shall be considered waived.

b. Failure to Arrange a Meeting for Step 1

Failure to arrange a meeting within ten (10) calendar days from the written Step 1 grievance shall require the Association to commence filing at Step 2 within the succeeding ten (10) calendar days unless the parties mutually agree in writing to an extension.

c. Grievance Unresolved After Immediate Supervisor's Written Response to Step 1

If the Association finds the written answer does not resolve the grievance, the Association may appeal the grievance to Step 2 within ten (10) calendar days following the receipt of the immediate superior's answer.

In all cases where the Association files a grievance at Step 2, wWithin ten (10) calendar days following the receipt of a ~~Step 2 grievance referred from Step 1~~, the Appointing Authority or designee shall arrange a meeting with the Association's designee in an attempt to resolve the Step 2 grievance.

Failure to arrange a meeting within the above stated ten (10) calendar days shall require the Association to commence ~~the next step filing at Step 3~~ within the succeeding ten (10) calendar days unless the parties mutually agree in writing to an extension.

Where a meeting is arranged within the ten (10) calendar days~~Within ten (10) calendar days following this meeting~~, the Appointing Authority or designee shall respond in writing to the Association Representative within ten (10) calendar days following the meeting stating the Appointing Authority or designee's answer concerning the Step 2 grievance. If the Association finds the written answer does not resolve the grievance, if, as a result of the written response, the grievance remains unresolved, the Association may refer the grievance to Step 3 within twenty (20) calendar days of the Appointing Authority or designee's written response to Step 3. Any grievance not referred in writing by the Association to Step 3 within twenty (20) calendar days following receipt of the answer of the Appointing Authority or designee shall be considered waived.

STEP 3. Grievance to Arbitration

a. Failure to Arrange a Meeting for Step 2

Failure to arrange a meeting within ten (10) calendar days from the written Step 2 grievance shall require the Association to commence filing to Step 3 within the succeeding ten (10) calendar days unless the parties mutually agree in writing to an extension.

b. Grievance Unresolved After Immediate Supervisor's Written Response to Step 2

If the Association finds the written answer does not resolve the grievance, the Association may appeal the grievance to Step 3 within twenty (20) calendar days following the receipt of the Appointing Authority or designee's written response.

In all cases where the Association files a grievance to Step 3, the Association will file by ~~If the grievance remains unresolved, the Association may, within twenty (20) calendar days after the response of the Appointing Authority or designee is due,~~ written notice to the Minnesota Management and Budget Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator), or designee, to request arbitration of the grievance. The arbitrator shall be selected pursuant to Section 2 of this Article and the hearing shall be scheduled on a date mutually agreeable to the arbitrator and the parties. A supervisor who is eligible and elects to use the procedure under M.S. 197.46, Veterans Preference Act, cannot use the arbitration provisions of this agreement.

20. Section 3. Arbitration Hearing Site. Modify to go to Asst. State Negotiator.

The arbitration hearing site shall be determined by mutual agreement of the Assistant State Negotiator and Association. If mutual agreement cannot be reached, the hearing site shall be determined, in a pre-hearing conference, by the arbitrator chosen to hear the case.

21. Section 3. Arbitrator's Authority. In cases where arbitrator finds there has been abuse or patient or another person, arbitrator cannot modify discharge for supervisor committing the abuse.

The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. In cases involving discharge, if the arbitrator finds that there has been an abuse of a patient or another person in the care or custody of the State of Minnesota, the arbitrator does not have authority to modify the discharge of a supervisor committing such abuse. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the supervisor.

22. Section 5. Fees and Expenses. Modify language so fees and expenses for arbitrator's services are borne by the losing party.

The fees and expenses for the arbitrator's services and proceedings shall be borne ~~equally by the Appointing Authority and the Association~~ by the losing party, provided that and each party shall be responsible for compensating its own representatives and witnesses.

23. Section 5. Fees and Expenses. Add language so party who cancels or postpones an arbitration that results in the arbitrator making a change is borne by that party.

...responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a charge, the canceling party or the party asking for the postponement shall pay this charge.

24. Section 8. Expedited Arbitration 3. Change last sentence to additional number.

9. Each party shall be responsible for compensating its own representatives and witnesses.

25. **NEW** Section 9. Employees who Voluntarily Separate. Where employees voluntarily leave state service, grievances where they are a grievant are automatically withdrawn.

Section 9. Employees who Voluntarily Separate. Employees who voluntarily end their employment will have their grievances immediately withdrawn unless such grievance directly affects their status upon termination or a claim of vested money interest, in which cases the employee may benefit by any later settlement of a grievance in which they were involved.

26. **NEW** Section 10. Disciplinary Material Removed from Personnel File. Removal of discipline resolves outstanding grievances.

Section 10. Disciplinary Material Removed from Personnel File. The removal of disciplinary material, at the request of the employee from their personnel file, shall constitute the resolution of any applicable outstanding grievances.

ARTICLE 8 – VACATION AND SICK LEAVE

27. Section 1. Eligibility. Add language allowing employees in a C700 appointment to accrue and use vacation leave; hours used do not count towards the 700 hours.

Supervisors, except for emergency, temporary, and intermittent appointments shall accrue vacation leave. Employees in Connect 700 Program appointments shall be eligible employees for the purpose of this Article; however, hours of vacation leave used by Connect 700 Program employees shall not be counted toward the employee's seven hundred (700) hours of on-the-job trial work experience under the Connect 700 Program.

28. Section 4. Sick Leave Accrual. Add language allowing employees in a C700 appointment to accrue and use sick leave; hours used do not count towards the 700 hours.

Supervisors, except for emergency, temporary, and intermittent appointments, shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire. Employees in Connect 700 Program appointments shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment; however, sick leave hours used by Connect 700 Program employees shall not be counted toward the employee's seven hundred (700) hours of on-the-job trial work experience under the Connect 700 Program. Additionally, supervisors appointed to a temporary unclassified position for more...

29. Section 8. Sick Leave/Vacation Leave Coordination. Typo – add space.

The supervisor shall notify the Appointing Authority in writing that they wish to supplement their Workers' Compensation check through use of sick leave, vacation leave or compensatory time.

ARTICLE 9 – HOLIDAYS

30. Section 1. Eligibility. Add language allowing employees in a C700 appointment to be eligible for holiday hours; hours used do not count towards the 700 hours.

Supervisors, except for emergency, temporary, and intermittent appointments, shall be eligible for purposes of this Article. Employees in Connect 700 Program appointments shall be eligible employees for purposes of this Article; however, holiday hours used by Connect 700 Program employees shall not be counted toward the employee's seven hundred (700) hours of on-the-job trial work experience under the Connect 700 Program. Temporary unclassified supervisors appointed for periods longer than six (6) months shall be considered eligible for purposes of this Article.

31. Section 2. Observed Holidays. Renaming.

- 1st Day in January (New Year's Day)
- 3rd Monday in January (Martin Luther King Jr. Day)
- 3rd Monday in February (President's Day)
- Last Monday in May (Memorial Day)
- July 4th (Independence Day)
- 1st Monday in September (Labor Day)
- November 11th (Veterans Day)
- 4th Thursday in November (Thanksgiving)
- Friday following the 4th Thursday in November (Day after Thanksgiving)
- December 25th (Christmas Day) ~~New Year's Day~~

~~Martin Luther King Jr. Day~~

~~Presidents' Day~~

~~Memorial Day~~

~~Independence Day~~

~~Labor Day~~

~~Veteran's Day~~

~~Thanksgiving Day~~

~~Day after Thanksgiving~~

~~Christmas Day~~

- Floating Holiday

32. Section 2. Observed Holidays. Remove and move under new section 3 (Holidays on a Day Off)

~~When any of the above holidays fall on a supervisor's regularly scheduled day off, the supervisor, at their discretion, shall be paid for the holiday in vacation or compensatory time. The supervisor must be eligible to accrue and use vacation under the provisions of Article 8 in order to choose to receive payment as vacation.~~

33. Section 2. Observed Holidays. Delete Colleges and Universities from Minnesota State Colleges and Universities

~~In Minnesota State Colleges and Universities, and Minnesota State Academies, the Appointing Authority may, after consultation with the Association, designate alternative days for the observance of Veterans' Day, the Day after Thanksgiving and Presidents' Day.~~

34. NEW Section 3. Holidays on a Day Off. When a holiday falls on an employee's day off depending on Appointing Authority operations. Renumber remaining sections.

Section 3. Holidays on a Day Off.

- A. For employees assigned to a Monday through Friday, five (5) day operation.

If a designated holiday listed above falls on an employee's first or second day off, the preceding work day shall be observed as the holiday. If the holiday falls on an

employee's third or subsequent day off, the following work day will be observed as the holiday

B. For employees assigned to a six (6) or seven (7) day operation.

When any of the above holidays fall on a supervisor's regularly scheduled day off, the supervisor, at their discretion, shall be paid for the holiday in vacation or compensatory time. The supervisor must be eligible to accrue and use vacation under the provisions of Article 8 in order to choose to receive payment as vacation.

35. Section 3. Holiday Pay Entitlement. Modify language that employee must be in payroll status for normally assigned work hours as opposed to "normal work day."

To be entitled to receive a paid holiday, an eligible supervisor must be in payroll status ~~on the~~ for the normally assigned work hours ~~normal work day~~ immediately preceding and the normally assigned work hours ~~normal work day~~ immediately following the holiday(s).

36. Section 5. Work on a Holiday. Modify for cash payment only.

In addition to the holiday pay provided for in Section 4 above, any supervisor who is assigned to work on a holiday shall, ~~at the Appointing Authority's discretion,~~ be paid in cash for the hours worked on the holiday at the supervisor's appropriate overtime rate. ~~If the Appointing Authority does not choose to pay for the work performed, the supervisor may choose to receive those hours in vacation or compensatory time.~~

ARTICLE 10 – Leaves of Absence

37. Section 4. Unpaid Leaves of Absence. C. Medical Leave. Modify to be discretionary.

Leave of absence up to one (1) year ~~shall~~ may be granted to any supervisor who has completed an initial probationary period with the State and who, as a result of an extended illness or injury, has exhausted their accumulation of sick leave.

38. Section 4. Unpaid Leaves of Absence. E. Association Leave. Modify for request to be 30 days' in advance.

39. Section 4. Unpaid Leaves of Absence. E. Association Leave. Modify for written requests to go to MMB Assistant State Negotiator.

40. Section 4. Unpaid Leaves of Absence. E. Association Leave. Modify for mutual agreement to allow employee's Association leave beyond one (1) year.

Upon advance thirty (30) day written request of the Association to the Assistant State Negotiator, leave shall be granted to supervisors who are elected or appointed by the Association to serve on the Association Negotiating Team. Leave time for service on an Association Negotiating Team shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Association Representatives or other supervisors who may be elected or

appointed by the Association to perform duties for the exclusive representative shall be granted time off, provided the granting of such time off does not adversely affect the operations of the supervisor's department or agency. In any case of leave of absence or time off to perform duties for the exclusive representative, the number of supervisors to be granted leaves of absence or time off from any one department or agency may be limited by the Appointing Authority, if the Appointing Authority determines that the number requesting the leave of absence or time off would adversely affect the operations of the department or agency. Upon the written request of the Association, leave shall be granted to supervisors who are elected officers or appointed full-time representatives of the Association. ~~Annually, the Appointing Authority may request the Association to confirm the supervisor's continuation on Association Leave. Upon mutual agreement, the Association and the Appointing may agree to allow an employee's continuation on Association leave beyond one (1) year.~~

ARTICLE 11 - HOURS OF WORK AND OVERTIME

41. Section 1. Supervisors assigned to Progression Code 2 and supervisors assigned to Progression Code 1 at Salary Range 18 and below. Delete and rename section

~~**Section 1. Non- Exempt Supervisors assigned to Progression Code 2 and supervisors assigned to Progression Code 1 at Salary Range 18 and below.**~~

42. Section 1 C Overtime Rates. New Section 1 C 1 regarding nonexempt supervisors being compensated in regard to FLSA.
43. Section 1 C Overtime Rates. Update language in regard to FLSA theme proposal
44. Section 1 C Overtime Rates. Delete sick leave, holidays, vacation, and comp. time being considered hours worked
45. Section 1 C Overtime Rate. Delete original subsection 2
46. Section 1 C Overtime Rates. Delete original subsection 3
1. Nonexempt supervisors designated to work an eight (8) and eighty (80) hour schedule or a fourteen (14) day work period in accordance with the FLSA shall be compensated at the appropriate FLSA overtime rate. Nonexempt supervisors assigned to a twenty-eight (28) day work period in accordance with the FLSA shall be compensated at the appropriate FLSA overtime rate
- ~~1.2. Non-exempt Supervisors assigned to Progression Code 2 shall be compensated at the appropriate FLSA overtime rate rate of time and one half for all hours worked as assigned by the Appointing Authority in excess of forty (40) within their seven (7) day work week (or other assigned work period, as described in section 1.B.). Paid vacation, sick leave, holidays, compensatory time taken and/or other paid leaves of absence shall be considered hours worked for purposes of this section.~~

2. ~~Supervisors assigned to Progression Code 1 and designated as non-exempt under FLSA shall be compensated at the rate of time and one-half for all hours worked as assigned by the Appointing Authority in excess of forty (40) within their seven (7) day work week (or other assigned work period, as described in section 1.B.). Paid sick leave shall be considered as hours worked for purposes of this section. Paid vacation, holidays, compensatory time taken and/or other paid leaves of absence shall not be considered hours worked for purposes of this section.~~
3. ~~Supervisors assigned to Progression Code 1 and employed in those classes assigned to Salary Range 18 and below and designated as exempt under FLSA shall be compensated at the rate of straight time for all hours worked as specifically assigned or directed by the Appointing Authority in excess of eighty (80) within the pay period. Holidays, sick leave and compensatory time taken shall be considered hours worked for purposes of this section. Paid vacation, and/or other paid leaves of absence shall not be considered hours worked for purposes of this section.~~
47. Section 1 D. Liquidation of Overtime. 4. Compensatory Time Liquidation. Delete reference to Salary Range 19 and insert exempt.

Immediately upon promotion to an exempt supervisory position ~~assigned to Salary Range 19 or above,~~ the Appointing Authority may liquidate some, all or none of the supervisor's compensatory bank.

48. Section 2 Supervisors designated as exempt under FLSA and assigned to Progression Code 1 at Salary Range 19 and above. Delete and rename Exempt Supervisors

Section 2. Exempt Supervisors designated as exempt under FLSA and assigned to Progression Code 1 at Salary Range 19 and above.

49. Section 2 A Time Management. Reword language that supervisors have to provide notice to their supervisor before balancing hours.

Because of the nature of the duties performed by these supervisors, it is impracticable to apply provisions which prescribe normal work hours. However, it is normally expected that eighty (80) hours of work shall constitute a normal payroll period. It is recognized that these supervisors 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 and may make adjustments in hours of work in subsequent work days and/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. Supervisors ~~may be asked by their superiors~~ shall to provide prior notice to their supervisors when balancing their hours.

50. Section 2 B Overtime. Subsection 2 reword language for readability

Such overtime shall be compensated at the rate of straight time for hours worked in excess of eighty (80) within the payroll period. ~~Holidays and compensatory time taken shall be considered hours worked for purposes of this section.~~ Paid vacation, sick leave, holiday, compensatory

and/or other paid leaves of absence shall not be considered hours worked for purposes of this section.

51. Section 6. Flex-Time. New language that schedule is FLSA compliant.
52. Section 6. Flex-Time. New language that the flex schedule can be cancelled by either time with 30-day notice.

Upon agreement of the supervisor's immediate supervisor, an individual flex-time schedule may be established, provided that such plan is consistent with the requirements of the Fair Labor Standards Act (FLSA) and other state or federal laws, and does not result in the payment overtime . Any flextime scheduling plan agreed to by the Appointing Authority and the employee may be cancelled by either party with thirty (30) calendar day written notice.

ARTICLE 12 - SENIORITY

53. Section 2 Seniority Rosters. Add language around being able to post electronically.

No later than November 30 of each year, the Appointing Authority shall prepare the roster, shall post it either on all official bulletin boards or electronic site(s) accessible to all supervisors, and shall provide one (1) copy to the Association Executive Director...

ARTICLE 13 – LAYOFF AND RECALL

54. Section 1 Layoff. First instance of new language regarding another proposal.

An Appointing Authority may lay off a supervisor by reason of abolition of the position, shortage of work or funds, or other reasons outside the supervisor's control which do not reflect discredit on the service of the supervisor. A layoff occurs when such conditions continue longer than ten (10) consecutive working days. Supervisors who are furloughed are not considered laid off.

55. Section 3, C. Layoff Notification Affirmative action plans taken into consideration.
56. Section 3, C. Layoff Notification Performance taken into consideration.
57. Section 3, C. Layoff Notification. Appointing Authority's use of criteria other than inverse seniority is not arbitrable.

The Association and Appointing Authority recognize the value of diversity in the workplace and that layoffs based on inverse seniority (last in, first out) may affect a disproportionate number of protected group employees. The Association and Appointing Authority also recognize the necessity to maintain critical skills and to provide an expected level of service to Minnesotans.

If layoff is necessary, the Appointing Authority retains the right to determine and apply criteria for selecting which employees are to be laid off, and shall not be limited to inverse seniority order. Criteria shall not be discriminatory, arbitrary, or capricious. Criteria may include, but do not limit the Appointing

Authority in any way to the following:

- Consideration of adverse impact of inverse seniority-based layoffs on protected group members.
- Consideration of skills, experience, and merit of the employee facing layoff in relation to the needs of the Appointing Authority. These may include:
 - Awards external to the Appointing Authority related to the employee's profession.
 - Attainment of significant skills or qualifications, beyond the minimum requirements of the position, within the employee's field and which are directly related to the position.
 - Self-initiated new programs, projects, or processes by the employee that advance the mission of the Appointing Authority.
 - Consistent satisfactory or above performance reviews.

The Appointing Authority's use of criteria other than inverse seniority layoff order shall not be arbitrable.

58. NEW Section 9. Return to the Bargaining Unit through Outside Layoff. A returning employee laid off from another position returning to the unit must accept a vacancy before bumping.

Section 9. 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 them for purposes of layoff.
2. If no such options exist, the employee returning to the bargaining unit may exercise the options listed in Section 7 above.
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 Appointing Authority 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.

59. Section 10 Recall. Delete reference to certified mail and return receipt and replace with email.

A supervisor shall be notified of recall by ~~personal notice or certified mail (return receipt required)~~ email sent to the supervisor's last known address at least fifteen (15) calendar days prior to the reporting date. The supervisor shall notify the Appointing Authority by ~~certified mail (return receipt required)~~ email 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. The fifteen (15) calendar day notice includes the supervisor's five (5) calendar day

response time. It shall be the supervisor's responsibility to keep the Appointing Authority informed of their current email address

60. NEW Section 12 Furlough. New section 12 after any possible renumbering. Allows employees to be furloughed instead of being laid off. Employer insurance contribution may be maintained.

In emergency situations Employees may be furloughed if it is deemed necessary by the Commissioner of Minnesota Management and Budget. Furloughs may be declared for events that include but are not limited to: a natural disaster, epidemic, national security emergency, nuclear emergency or fiscal exigency. During periods of furlough, the Employer may continue to provide the Employer's portion of insurance premiums.

Once the emergency requiring furloughs has been resolved, permanent classified employees placed on furlough shall be recalled to the position from which they were furloughed. For probationary classified employees and unclassified employees placed on furlough, such employees may be recalled to the position from which they were furloughed unless the Appointing Authority terminates the employee's appointment.

The procedures for seasonal and permanent layoff (specified above) are not applicable to furloughs.

ARTICLE 14 – FILLING OF POSITIONS

61. Section 2. Job Posting. Add language regarding if “no eligible supervisor available to express interest”
62. Section 2. Job Posting. Delete language regarding notification to Association about electronic postings.

Whenever a vacancy occurs, it shall be posted within the seniority unit for seven (7) calendar days so that qualified supervisors in the same classification may indicate their desire to be considered for the position, except when there is no eligible supervisor available to express interest, in which case, no posting is required. In cases where eligible supervisors are available to express interest, the posting shall include the classification/class option, a brief description of the position and the required qualifications. A copy of each posting shall be sent to the MMA Office at the time of the posting. If the seven (7) calendar day posting ends on a weekend or holiday, the expiration date shall be the day following the weekend or holiday. For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of vacancies or copies of job postings for other seniority units within the agency.

~~With notification to the Association, the Appointing Authority may institute electronic posting.~~

63. Section 3 Filling of Vacancies. Change shall to may.

All permanent or probationary classified supervisors in the same class and seniority unit who meet the posted qualifications and who express their interest in writing, ~~shall~~ may be given consideration for the opening prior to filling the vacancy through other available means. If requested by the supervisor, an interview shall be provided before filling the vacancy.

64. Section 3 Filling of Vacancies 2 A Bargaining Unit Layoff List/Same Classification Delete Colleges and Universities from Minnesota State.

When recalling from a Bargaining Unit Layoff List/Same Classification, those agencies with multiple seniority units (Education, Corrections, Human Services, Minnesota State ~~Colleges and Universities~~, Department of Veterans Affairs) shall recall a qualified supervisor from another seniority unit within that agency before recalling a supervisor from a different agency.

65. Section 3 Filling of Vacancies. Change numbered list to bulleted list

66. Section 4. Transfers Between Agencies. Delete Section.

~~**Section 4. Transfers Between Agencies.** Supervisors may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Office of Human Resources of the Appointing Authority to which they wish to transfer with a copy to the Office of Human Resources of the Appointing Authority by which they are currently employed. When the Appointing Authority to which the supervisor wishes to transfer agrees to the transfer and does not require that the supervisor serve a new probationary period, the supervisor's current Appointing Authority shall agree to the transfer.~~

67. Section 5. Pilot Program- Phased Retirement. Sunset

~~**Section 54. Pilot Program – Phased Retirement.** See Letter dated August 18, 2017 for Phased Retirement options at participating Appointing Authorities.~~

ARTICLE 15 – PROBATIONARY PERIOD

68. Section 1. Probationary Period. Extensions are upon notice to the Association. Notwithstanding the above, an incumbent appointed to a reallocated position shall serve a three (3) month probationary period. The Appointing Authority ~~and~~ with notice to the Association may extend the probationary period, not to exceed an additional three (3) months.

ARTICLE 16 - WAGES

New economics on hold until later. Below proposals regarding current language.

69. Section 2. Conversion. Update dates as applicable.

70. Section 5. Progression. Rewording for clarity.

71. Section 5. Progression. Progression step can be withheld due insufficient information to adequately evaluate performance.

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

With written notice to the supervisor, Appointing Authorities may withhold step increases because of unsatisfactory service, or when there is insufficient information to adequately evaluate performance, with written notice to the supervisor.

72. Section 5. Progression. Delete language regarding failure to give proper notice

Increases so withheld may subsequently be granted upon certification by the Appointing Authority that the supervisor has achieved a satisfactory level. ~~If an Appointing Authority fails to give the supervisor written notice prior to the supervisor's anniversary date that a step increase is to be withheld because of less than satisfactory performance, the increase shall be granted.~~

73. Section 5. Progression. Delete language regarding step grievable/arbitrable.

The substantive judgment of the supervisor's superior regarding their performance is not grievable/arbitrable, ~~however, the withholding of a step increase is grievable/arbitrable.~~

74. Section 5. A. Progression for Supervisors Assigned to Progression Code 1 as Identified in Appendices F-1 and F-2. Rename section as part of theme

75. Section 5. A. Progression for Supervisors Assigned to Progression Code 1 as Identified in Appendices F-1 and F-2. Delete reference to dates in 1973 & 1975

- A. Progression for Non- Exempt Supervisors Assigned to Progression Code 1, as Identified in Appendices F-1 and F-2. Supervisors may receive a one-step salary increase annually on their anniversary date until reaching the maximum rate in their salary range, provided satisfactory performance is indicated by their Appointing Authority.

Authorized increases shall be recommended in the context of performance measured against specific performance standards or objectives. Increases will not be recommended for supervisors who have not met, or only marginally attained, performance standards or objectives.

~~The anniversary date for all persons employed on or before May 30, 1973, shall be May 30. For those reinstated from a leave of absence during the period May 30, 1973, through June 30, 1975, the anniversary date shall be the month and date of such reinstatement. After June 30, 1975, Reinstatement from a leave of absence shall not change a supervisor's anniversary date. For all supervisors employed, promoted, reinstated after resignation or retirement, or re-employed after May 30, 1973, the anniversary date shall be the month and date of such action.~~

76. Section 9 Work out of Class. New language that the contract that covers the work out of class position determines differentials and OT.

...When a supervisor is assigned to serve in a class for which they are on a layoff list, the supervisor shall be paid as provided above or the maximum step previously achieved by the supervisor, whichever is greater.

When the employee's Work out of Class assignment is to a classification in a different bargaining unit or compensation plan, the employee is eligible to receive any pay differentials or premium pay associated with the classification in which the employee is working out of class. Overtime eligibility (if any) will be controlled by the terms of the bargaining unit or compensation plan covering the classification of the work out of class assignment to which the employee has been appointed.

77. Section 12 Injured on Duty Pay. Sunset pilot language.

A supervisor who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person, or which is incurred while attempting to apprehend or take into custody such person, that requires the employee to seek medical attention during or immediately following their shift shall be compensated a lump sum payment for the time until admission and/or discharge not to exceed four (4) hours. If transport to a secondary medical facility is required, up to an additional four (4) hours shall be granted **(Pilot)**. The pilot shall become effective upon the contract's successful ratification by the legislature, and will sunset upon the ratification of the 2021-2023 contract, unless the parties agree to extend that date. When the injury continues past the initial shift, the supervisor shall receive compensation in an amount equal to the difference between the supervisor's regular rate of pay and benefits paid under Workers' Compensation, without deduction from the supervisor's accrued sick leave.

78. Section 16. State Contribution to Deferred Compensation Plan. Update statute reference to reflect current one.

The Employer agrees to provide supervisors with a state-paid contribution to the State deferred compensation program under M.S. ~~352.965~~352.96 or a tax-sheltered annuity contract as permitted by M.S. 356.24, subd. 1, paragraph 4. The state-paid contribution shall be in an amount matching supervisor contributions on a dollar for dollar basis, not to exceed four hundred dollars (\$400) per supervisor per fiscal year

79. Section 17. Recruiting Incentive (Pilot) Sunset pilot.

80. Section 18. Employee Referral Incentive (Pilot). Sunset pilot.

81. Section 19. Equity Adjustments (Pilot). Sunset pilot.

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ARTICLE 17 - INSURANCE

Hold for Joint Coalition

ARTICLE 18 – EXPENSE ALLOWANCES

82. Section 3. Other Transportation. Include ride-share as an example.

83. Section 5. Meal Allowances. B. Noon Meal. Has to be away overnight.

Lunch reimbursement may be claimed only if the supervisor is in travel status is away from home overnight, and is performing required work more than thirty five (35) miles from their temporary or permanent work station and the work assignment extends over the normal noon meal period.

84. Section 5. Meal Allowances C. Reimbursement Amount. Delete high cost location references and replace with IRS link.

Except for high cost localities as identified by the Internal Revenue Service (IRS), the maximum reimbursement for meals including tax and gratuity shall be 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 high cost localities as identified by the IRS (specifically excluding any cities within Minnesota), the maximum reimbursement shall be: For the following metropolitan areas, the maximum reimbursement shall be:

Breakfast	\$11.00
Lunch	\$13.00
Dinner	\$20.00

The metropolitan areas are:

<u>Metropolitan Area</u>	<u>Cities and Counties Included in High-Cost Center</u>
Atlanta, GA	Clayton, De Kalb, Fulton, Cobb and Gwinnett 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

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<u>Metropolitan Area</u>	<u>Cities and Counties Included in High-Cost Center</u>
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, Staten Island and the Counties of Nassau, New York, Richmond, Suffolk, and Westchester in New York State; Fairfield County in Connecticut and the Counties of Bergen, Essex, Hudson, Middlesex, Passaic and Union in New Jersey
Philadelphia, PA	The Counties of Bucks, Chester, Delaware, Montgomery and Philadelphia in Pennsylvania and the Counties of Burlington and Gloucester in New Jersey
Portland, OR	Multnomah County
San Diego, CA	San Diego County
San Francisco, CA	The counties of San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda, Santa Barbara
Seattle, WA	King County
St. Louis, MO	St. Charles and St. Louis Counties
Washington D.C.	Cities of Alexandria, Falls Church, Fairfax; the Counties of Arlington, Loudoun and Fairfax in Virginia; and the Counties of Montgomery and Prince Georges in Maryland

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

ARTICLE 19 – RELOCATION EXPENSES

- 85. Section 1 Eligibility. Increase range from 35 – 50 miles
- 86. Section 1 Eligibility. Provision does not apply if their residence is their permanent work location.

Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least ~~thirty-five~~ fifty (50) miles or more from the supervisor'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 supervisors who currently commute ~~thirty-five~~ fifty (50) miles or more to their work location unless the supervisor is

transferred or reassigned to a new work location which is ~~thirty-five~~fifty (5035) miles or more from the supervisor's current work station.

This provision does not apply to employees whose residence is their permanent work location and their decision to move is not a condition of employment

ARTICLE 20 - HOUSING

No change.

ARTICLE 21 - UNIFORMS

No change.

ARTICLE 22 – SUPERVISOR RIGHTS

No change.

ARTICLE 23 - SAFETY

No change.

ARTICLE 24 – WORK RULES

No change.

ARTICLE 25 – VOLUNTARY REDUCTION IN HOURS

No change.

ARTICLE 26 – SAVINGS CLAUSE

No change.

ARTICLE 27 – COMPLETE AGREEMENT AND WAIVER CLAUSE

No change.

ARTICLE 28 – LABOR/MANAGEMENT COMMITTEE

No change.

ARTICLE 29 - DURATION

87. Update dates as applicable.

APPENDIX A

88. Remove County Probationary Supervisors (State-wide as a unit).

89. Remove Colleges & Universities from Minnesota State.

APPENDIX B – PRORATED HOLIDAY SCHEDULE

No change.

APPENDIX C - PRORATED VACATION SCHEDULE

No change.

APPENDIX D - PRORATED SICK LEAVE SCHEDULE

No change.

APPENDIX E

Supplementals

APPENDIX F-1

APPENDIX F-2

APPENDIX G

DHS Supplemental

APPENDIX H VACATION CREDIT FOR EDUCATIONAL SUPERVISORS

No change.

APPENDIX I STATUTORY LEAVE

No change.

**APPENDIX J DISCRETIONARY STUDENT LOAN REIMBURSEMENT FOR REGISTERED NURSE
ADMINISTRATIVE SUPERVISORS (RNAs) AND REGISTERED NURSE SUPERVISORS (RNS)**

No change.

LETTERS



90. Delete Vacancy Filling Letter

91. Delete Letter Waive Provisions of M.S. 43A.15, Subd. 6

92. Delete Letter Article 6 – Discipline Clarification

93. Delete Letter Association Rights, Section 4 Notification