



DATE: July 13, 2023

TO: Laura Davis, Negotiator
Middle Management Association

FROM: Ryan Borgen, Labor Relations Consultant
Labor Relations Division

PHONE: (651) 259-3754

RE: 2023-2025 Contract Negotiations – Employer’s Opening Proposal

Please find below a summary of each of the modifications/clarifications/additions developed by the State for the 2023-2025 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.

PREAMBLE

1. Technical change of the effective year.

ARTICLE 1 – ASSOCIATION RECOGNITION

No change.

ARTICLE 2 – DUES CHECKOFF

No change.

ARTICLE 3 – EMPLOYER RIGHTS

No change.

ARTICLE 4 – ASSOCIATION RIGHTS

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

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

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

4. 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.

5. 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. Salary step reduction **

~~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 led 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.

6. 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.

7. 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.

8. Section 6. Unclassified Supervisors. Change language from not being eligible for “arbitration” to not being eligible for the grievance procedure.
9. Section 6. Unclassified Supervisors. Add language that unclassified supervisor 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 supervisor, an unclassified supervisor shall be allowed a meeting to discuss the reasons for the termination.

10. 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.
11. Section 7. Personnel Records Add that removal of discipline requires continuous service with the Appointing Authority that issued the discipline.
12. Section 7. Personnel Records. Add language that disciplinary letters removed from personnel file shall also be removed from supervisory file.
13. Section 7. Personnel Records. Delete language regarding personnel file and other supportive oral/ written information in disciplinary action/hearing to allow arbitrator to determine relevance.

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 supervisor's personnel file may also be removed from their supervisory 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.

~~Only the personnel office record 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.~~

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

14. 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~~ this meeting. ~~If the Association finds the written answer does not resolve the grievance, T~~ the Association may appeal the grievance to Step 2 within ten (10) calendar days ~~following~~ 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 Superior'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 Superior'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.

15. Section 3. Arbitration Hearing Site. Modify to add designee.

The arbitration hearing site shall be determined by mutual agreement of the Assistant State Negotiator, or designee, 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.

16. Section 3. Arbitrator's Authority. In cases where arbitrator finds there has been abuse of patient or another person, arbitrator cannot modify discharge of 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.

17. 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.

18. 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.

19. Section 8. Expedited Arbitration 3. Change last sentence to additional numbered subsection.

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

20. **NEW** Section 9. Supervisors who Voluntarily Separate. Where supervisors voluntarily leave state service, grievances in which they are a grievant are automatically withdrawn.

Section 9. Supervisors who Voluntarily Separate. Supervisors 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 supervisor may benefit by any later settlement of a grievance in which they were involved.

21. **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 supervisor from their personnel file, shall constitute the resolution of any applicable outstanding grievances.

ARTICLE 8 – VACATION AND SICK LEAVE

22. Section 6. Sick Leave Use. B. Others. Delete same and opposite sex reference.

23. Section 6. Sick Leave Use. B. Others. PPL can be used for stillbirth.

The use of a reasonable period of sick leave shall be granted in cases of death of the spouse, the domestic partner ~~(same or opposite sex)~~, or parents or grandparents of the spouse, or the parents, grandparents, grandchildren, guardian, children, brothers, sisters, or wards of the supervisor. Supervisors who experience a stillbirth or the death of their child within the time period they would otherwise be eligible to use Paid Parental Leave (“PPL”) under the conditions of Art. 10, Sec. 3.G may use PPL.

24. Section 9. Vacation Conversion to Deferred Compensation. Clean up language to reflect that July 2022 transition has passed.

Supervisors ~~who are at the maximum of their salary range or who attain the maximum rate of their range no later than June 30 of the fiscal year~~ may convert up to forty (40) hours of vacation

leave to deferred compensation. Supervisors must complete the appropriate forms through the employee self-service system no later than June 7 of each year.

~~Effective the first full period after July 1, 2022, supervisors not at the maximum of their salary range by June 30 of the fiscal year may convert up to forty (40) hours of vacation leave to deferred compensation. Supervisors must complete the appropriate forms through employee self-service no later than June 7 of each year.~~

Supervisors electing the vacation conversion shall not receive the State-paid matching contributions provided in Article 16.

ARTICLE 9 – HOLIDAYS

25. ~~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.~~

26. **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 supervisors assigned to a Monday through Friday, five (5) day operation. If a designated holiday listed above falls on a supervisor'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 supervisors 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.~~

27. **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

28. 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.

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

30. Section 4. Unpaid Leaves of Absence. E. Association Leave. Modify for written requests to go to MMB State Negotiator or designee.

31. 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) days' written request of the Association to the State Negotiator or designee, 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 Authority may agree to allow a supervisor's continuation on Association leave beyond one (1) year.~~

ARTICLE 11 - HOURS OF WORK AND OVERTIME

32. 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.~~

33. Section 1 C Overtime Rates. New Section 1 C 1 regarding nonexempt supervisors being compensated in regard to FLSA.
34. Section 1 C Overtime Rates. Update language in regards to FLSA proposal.
35. Section 1 C Overtime Rates. Delete sick leave, holidays, vacation, and comp. time being considered hours worked.
36. Section 1 C Overtime Rate. Delete original subsection 2.
37. 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.~~

38. 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.

39. Section 1 D. Liquidation of Overtime. 4. Compensatory Time Liquidation. Update to gender neutral pronoun.

Payment of unused compensatory time for supervisors separating from State service shall be at the average regular rate of pay received by the supervisor during the last three (3) years of the supervisor's employment or ~~his/her~~their regular rate of pay as of the date of payment, whichever is greater.

40. 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.~~

41. 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 superiors when balancing their hours.

42. Section 2 B Overtime. Subsection 2 change to exclude holidays and comp time from "hours worked"

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.

43. Section 6. Flex-Time. New language that schedule is FLSA compliant.

Upon agreement of the supervisor's immediate supervisor, an individual flex-time schedule may be established, provided such schedule 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.

ARTICLE 12 – SENIORITY

No change.

ARTICLE 13 – LAYOFF AND RECALL

44. Section 1 Layoff. 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 placed on emergency layoff are not considered laid off.

45. Section 1 Layoff. Update to gender-neutral pronoun.

In all cases, the supervisor exercising bumping rights must have greater Classification Seniority in the classification/class option in which the supervisor is bumping than the supervisor who is to be displaced. Supervisors who have accepted an equally or higher paid position excluded from the bargaining unit shall retain full bumping rights into a previously held class/class option within the seniority unit of the same Appointing Authority based upon Classification Seniority, provided the supervisor has exhausted all of the layoff options available under the existing layoff procedure which covers him/her/them for purposes of layoff.

46. **NEW Section 9. Return to the Bargaining Unit through Outside Layoff.** A returning supervisor 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.

Supervisors 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 supervisor 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.

47. 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.

48. NEW Section 13 Emergency Layoff. New section 13 after any possible renumbering. Allows employees to be placed on emergency layoff instead of being laid off. Employer insurance contribution may be maintained.

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

Once the emergency requiring emergency layoff has been resolved, permanent classified supervisors placed on emergency layoff shall be recalled to the position from which they were laid off. For probationary classified supervisors and unclassified supervisors placed on emergency layoff, such supervisors may be recalled to the position from which they were laid off unless the Appointing Authority terminates the supervisor's appointment.

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

ARTICLE 14 – FILLING OF POSITIONS

49. Section 2. Job Posting. Add language regarding if “no eligible supervisor available to express interest.”

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, tThe 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.

50. 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.

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

52. 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.~~

53. Section 5. Pilot Program- Phased Retirement. Remove as cleanup since provision sunset in 2021.

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

ARTICLE 15 – PROBATIONARY PERIOD

54. 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.

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

56. Section 5. Progression. Rewording for clarity.

57. Section 5. Progression. Progression step can be withheld due to 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.~~

58. 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.~~

59. 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.~~

60. Section 5. A. Progression for Supervisors Assigned to Progression Code 1 as Identified in Appendices F-1 and F-2. Rename section consistent with prior proposals.

61. 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, r~~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.

62. Section 7. E. Reallocation. Supervisor to be placed at the new maximum.

If a position is reallocated to a class in a lower salary range, and the salary of the supervisor exceeds the maximum of the new range the supervisor shall be placed at the top of the range of in the new class ~~and shall retain their current salary~~. In addition, the supervisor shall receive any across the board or conversion increases as provided by this Agreement.

63. 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 supervisor's Work out of Class assignment is to a classification in a different bargaining unit or compensation plan, the supervisor is eligible to receive any pay differentials or premium pay associated with the classification in which the supervisor 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 supervisor has been appointed.

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

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

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

67. **NEW** Section X (17 if renumbered). Incentive development.

Section 17. Incentives. The Appointing Authority may create and use incentive program(s). In order to offer incentives, the Appointing Authority must first develop a procedure that governs the eligibility and parameters of the program and must obtain approval from Minnesota Management and Budget.

ARTICLE 17 - INSURANCE

Changes per the Joint Coalition Tentative Agreement.

ARTICLE 18 – EXPENSE ALLOWANCES

68. Section 5. Meal Allowances. B. Noon Meal. Supervisor needs to be away overnight for lunch reimbursement.

Lunch reimbursement may be claimed only if the supervisor is in travel status and 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.

69. Section 5. Meal Allowances C. Reimbursement Amount. Delete high cost location references and replace with reference to IRS list.

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 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

Metropolitan Area

Cities and Counties Included in High-Cost Center

Miami, FL
 New Orleans, LA
 New York City, NY

Dade County
 Parishes of Jefferson, Orleans, Plaquemines and St. Bernard
 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
 The Counties of Bucks, Chester, Delaware, Montgomery and
 Philadelphia in Pennsylvania and the Counties of Burlington
 and Gloucester in New Jersey

Philadelphia, PA

Portland, OR
 San Diego, CA
 San Francisco, CA

Multnomah County
 San Diego County
 The counties of San Francisco, Sonoma, Marin, San Mateo,
 Santa Clara, Santa Cruz, Contra Costa, Alameda, Santa
 Barbara

Seattle, WA
 St. Louis, MO
 Washington D.C.

King County
 St. Charles and St. Louis Counties
 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

No change.

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

70. Update dates as applicable.

APPENDIX A

71. Update MN State seniority units.

72. Update Department of Veterans Affairs seniority units.

APPENDIX B – PRORATED HOLIDAY SCHEDULE

No change.

APPENDIX C - PRORATED VACATION SCHEDULE

No change.

APPENDIX D - PRORATED SICK LEAVE SCHEDULE

No change.

APPENDIX E

Hold for Supplemental bargaining.

APPENDIX F-1

Hold.

APPENDIX F-2

Hold.

APPENDIX G

Hold 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

- 73. Delete Letter Dept. of Agriculture uniform policy
- 74. Delete Vacancy Filling Letter.
- 75. Delete Letter Waive Provisions of M.S. 43A.15, Subd. 6
- 76. Delete Letter Article 6 – Discipline Clarification
- 77. Delete Letter Association Rights, Section 4 Notification.
- 78. Delete Phased Retirement Pilot Letter.
- 79. Delete Student Loan Reimbursement Letter.