

**Middle Management Association
Opening Proposals to
State of Minnesota Management and Budget
July 1, 2023 – June 30, 2025**

Proposal 1

ARTICLE 1 - ASSOCIATION RECOGNITION

NEW Section 5. New Supervisor Orientation. The Association shall be provided a reasonable amount of time at the State's formal new employee orientation to meet with new supervisors not to exceed one hour.

Proposal 2

ARTICLE 1 - ASSOCIATION RECOGNITION

NEW Section 6. Supervisor Training. The Association shall be notified not less than thirty (30) days in advance of Supervisory Core or any comparable State training program for supervisors. The notice shall include the name, hire date, agency, and job title, and job classification of each supervisor attending. In its discretion, the Association may provide lunch to supervisors attending such training.

Proposal 3

ARTICLE 4 - ASSOCIATION RIGHTS

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 negotiate subsequent labor agreements, post 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. The Association shall notify the Appointing Authority of those representatives, if any, who have authority to process or resolve grievances on a regular or case by case basis. The Representative shall first inform their superior of their impending departure and shall first receive approval to leave the work location.

Proposal 4

ARTICLE 6 – DISCIPLINE AND DISCHARGE

Section 6. Unclassified Supervisors. The termination of unclassified supervisors is not subject to the arbitration provisions of this Agreement until after the supervisor has completed three years in the any unclassified position.

The provisions of Section 1 of this Article shall not apply to this Section, until after the supervisor has completed three years in the any unclassified position.

Proposal 5

ARTICLE 6 – DISCIPLINE AND DISCHARGE

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

Oral reprimands, letters of expectation, and investigatory leave letters shall not become a part of a supervisor's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the supervisor's personnel records.

Upon the request of the Association or 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.

Upon the request of the Association or 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. 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.

Proposal 6

ARTICLE 8 – VACATION AND SICK LEAVE

Section 1. Vacation Eligibility and General Conditions.

C. Accruals. All eligible supervisors shall accrue vacation leave according to the following rates:

<u>Length of Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
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0 through 5 years	4-6 working hours
After 5 through 8 years	5-7 working hours
After 8 through 12 years	7 7½ working hours
After 12 through 18 years	7½ 8 working hours
After 18 through 24 years	8 8½ working hours
After 24 through 30 years	8½ 9 working hours
After 30 years	9 working hours

Proposal 7

ARTICLE 8 – VACATION AND SICK LEAVE

Section 1. Vacation Eligibility and General Conditions.

E. Accumulation of Vacation. Vacation leave may be accumulated to any amount provided that once during each fiscal year, each supervisor's accumulation must be reduced to two hundred and seventy-five (275) hours or less. ~~If this is not accomplished on or before the last day of the fiscal year, each supervisor's accumulation must be reduced to two hundred and seventy-five (275) hours or less.~~ at the supervisor's discretion up to 80 hours of vacation in excess of two hundred and seventy-five (275) hours shall be paid in cash or to the supervisor's Minnesota Deferred Compensation Savings Plan provided the supervisor does not exceed the maximum allowable under Article 16, Section 16. ~~If this is not accomplished on or before the last day of the fiscal year, the amount of vacation shall automatically be reduced to two hundred seventy five (275) hours at the end of the fiscal year.~~ Following such election by a supervisor, on the last day of the fiscal year any vacation hours in excess of two hundred and seventy-five (275) hours shall automatically be reduced to two hundred and seventy-five (275) hours.

If a state of emergency is declared, all supervisors shall receive an additional six months from the effective date of the declared emergency to reduce vacation balances as required above.

Supervisors on a Military Leave under Appendix I shall earn vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the supervisor returns from the Military Leave.

Proposal 8

ARTICLE 8 – VACATION AND SICK LEAVE

Section 2. Vacation Schedules. Every reasonable effort shall be made to grant vacation at the times requested by the supervisor. The Appointing Authority agrees to respond in a reasonable time not to exceed fifteen (15) days to supervisors' requests for vacation. However, if an early

response date is needed by the supervisor, it shall be so stated on the request form and responded to by the Appointing Authority in writing. If the nature of the work makes it necessary to limit the number of supervisors on vacation at the same time, vacation schedules shall be established on the basis of Classification Seniority within a work location in the event of any conflict over vacation periods.

Except in emergencies, as determined by the Appointing Authority, no supervisor will be required to work during the supervisor's vacation once the vacation request has been approved.

Proposal 9

ARTICLE 8 – VACATION AND SICK LEAVE

Section 4. Sick Leave Accrual. Supervisors, except for emergency, temporary, and intermittent appointments, shall accrue sick leave at the rate of ~~four (4)~~ five (5) hours per pay period of continuous employment beginning with their date of hire. Supervisors in Connect 700 Program appointments shall accrue sick leave at the rate of ~~four (4)~~ five (5) hours per pay period of continuous employment; however, sick leave hours used by Connect 700 Program supervisors shall not be counted toward the supervisor'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 than six (6) months are eligible supervisors for purposes of this Section.

Supervisors being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accordance with the schedule set forth in Appendix D.

Supervisors on a military leave under Appendix I shall earn and accrue sick leave as though actually employed.

Proposal 10

ARTICLE 8 – VACATION AND SICK LEAVE

Section 6. Sick Leave Use. A supervisor shall be granted sick leave with pay to the extent of the supervisor's accumulation for absences necessitated by the following conditions:

A. Employee.

1. illness or disability, including the period of time that a doctor certifies a childbearing employee unable to work because of pregnancy.
2. medical, chiropractic, mental health or dental care.

3. exposure to contagious disease which endangers the health of other employees, clients, or the public.

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

Proposal 11

ARTICLE 8 – VACATION AND SICK LEAVE

Section 6. Sick Leave Use.

B. Others.

1. illness of a spouse, ~~or~~ dependent children, ~~or step-children,~~ a domestic partner or parent who is living in the same household of the ~~employee supervisor~~; illness of a minor child whether or not the child lives in the same household of the ~~employee supervisor~~.

2. birth or adoption of a child.

3. to arrange for necessary nursing or hospice care for members of the family, as specified in B.1. above or for a parent who is not living in the same household of the supervisor.

4. to accompany spouse, minor or dependent children/step-children, and foster children (including wards or children for whom the employee is legal guardian), to dental, mental health or medical appointments.

Sick leave granted under Subsection B above shall be for such reasonable periods as the supervisor's attendance may be necessary; however such leave under B(2) and B(3) shall not exceed five (5) days.

With prior notice, sick leave may be used to take a parent to routine medical, mental health and dental appointments.

The use of a reasonable period of sick leave shall be granted in cases of death of the spouse, the domestic partner (same and opposite sex), or parents or grandparents of the spouse, or the parents, grandparents, grandchildren, guardian, children, brothers, sisters, or wards of the supervisor.

Sick leave accruals earned while on a paid leave may be used by the supervisor with the approval of the immediate superior without returning to work prior to the use of the accrued sick leave.

See also Letter dated August 15, 2014, regarding employee usage of accrued sick leave for the illness and injury of certain family members.

Proposal 12

ARTICLE 8 – VACATION AND SICK LEAVE

Section 9. Vacation Conversion to Deferred Compensation. 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)~~ one hundred twenty (120) 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~~ also receive the State-paid matching contributions provided in Article 16, up to the maximum match allowable.

Proposal 13

ARTICLE 9 – HOLIDAYS

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

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day
Two Floating Holidays

Proposal 14

ARTICLE 9 – HOLIDAYS

Section 4. Holiday Pay. Holiday pay shall be computed at the supervisor's normal day's pay (i.e., the supervisor's regular hourly rate of pay multiplied by the number of hours in their normal 24 work day) plus fifty percent (50%) and shall be paid in cash. Eligible supervisors who normally work less than full time shall have their holiday pay pro-rated in accordance with the schedule set forth in Appendix B. With the approval of their superior, part-time supervisors may be allowed to arrange their work schedules, in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of hours because of the proration of holiday hours, provided such rescheduling does not result in the payment of overtime.

Proposal 15

ARTICLE 9 – HOLIDAYS

Section 5. Work on a Holiday. 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 plus fifty percent (50%). If the ~~Appointing Authority~~ supervisor does not choose to receive pay for the work performed, the supervisor may choose to receive those hours in vacation or compensatory time.

Proposal 16

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 1. ~~Supervisors assigned to Progression Code 2 and supervisors assigned to Progression Code 1 at Salary Range 18 and below. All Supervisors.~~

C. Overtime Rates.

4. ~~All Ssupervisors assigned to Progression Code 1~~ 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 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.~~

Proposal 17

ARTICLE 11 - HOURS OF WORK AND OVERTIME

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

A. Time Management.

Because of the nature of the duties performed by these supervisors, it is impracticable to apply provisions which prescribe normal work hours. However, it ~~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 superior to provide notice when balancing their hours.

B. Overtime. ~~Supervisors assigned to a special project that is in addition to their normal duties or workloads and upon having received advance approval shall be compensated as follows:~~

~~1. Such overtime shall be liquidated in cash or compensatory time off at the discretion of the Appointing Authority.~~

~~2. Such overtime shall be compensated at the rate of straight time for hours worked in excess of eighty (80) within the payroll 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.~~

~~3. A compensatory bank when established shall normally not exceed eighty (80) hours; however, the Appointing Authority may increase this amount in extraordinary circumstances.~~

~~4. The Appointing Authority shall not be obligated to liquidate in cash overtime hours worked over the established maximum hour limit of the compensatory bank.~~

~~5. The compensatory bank shall be used as leave or converted to deferred compensation (as described in Section 3 below) only and shall terminate if the supervisor leaves their seniority unit.~~

Section 3. Compensatory Bank. A supervisor may choose to convert some or all of their compensatory time bank to deferred compensation one time during each fiscal year, at a time of their choosing using the employee self-service system, as long as the total hours converted in a fiscal year do not exceed one hundred (100).

Proposal 18

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 4. B. Call Back. Any continuous operations supervisor, or any supervisor in an emergency situation, called back to work after their regularly scheduled shift shall be paid a minimum of ~~two (2)~~ three (3) hours at the appropriate overtime rate.

Call back is unscheduled overtime which is not assigned by the end of the supervisor's last worked shift prior to the overtime assignment. Overtime assigned any time period in advance of the end of the supervisor's last worked shift is not call back.

Supervisors who are called back to work shall use a State vehicle or use their own vehicle and shall be reimbursed mileage for driving to and from their work station and their home.

Proposal 19

ARTICLE 11 - HOURS OF WORK AND OVERTIME

Section 5. C. On Call. A supervisor shall be in an on-call status if the supervisor's superior has instructed the supervisor, in writing, to remain available to work during an off duty period. A supervisor who is instructed to be in an on-call status is not required to remain at a fixed location but is required to leave word where they may be reached.

A supervisor who is instructed to remain in an on-call status shall be compensated for such time ~~on the basis of sixty dollars (\$60) for twenty-four (24) hour period or part thereof, not to exceed a maximum of four hundred twenty dollars (\$420) per week.~~ at the rate of one-quarter (1/4) of the supervisor's straight time hourly rate per hour worked.

Additional compensation for phone calls when the supervisor is not called back to work, shall be as follows:

Exempt Supervisors:

Fifteen dollars (\$15) for thirty (30) minute calls up to three hundred dollars (\$300) per week.

Non-Exempt Supervisors:

Fifteen dollars (\$15) for thirty (30) minute calls up to three hundred dollars (\$300) per work, if actual work time is de minimis in accordance with the Fair Labor Standards Act (FLSA). If the time worked is more than de minimis, the actual time worked will be recorded and paid at the supervisor's hourly rate.

A supervisor who is neither working nor on-call shall not be disciplined, or otherwise held accountable for the failure to answer a work-related phone call.

Proposal 20

ARTICLE 11 - HOURS OF WORK AND OVERTIME

NEW Section 8. Telework/Remote Work. Telework provides a broad array of benefits to state agencies and their employees. Telework can provide state agency supervisors with flexible work arrangements that are consistent with business needs.

- A. **Telecommuting Requests.** If a request to telecommute is denied, upon request of the supervisor, the Appointing Authority shall provide the supervisor with the reason(s) for the denial. The Appointing Authority shall provide the supervisor twenty-one (21) days' notice prior to changing or cancelling an employee's telecommuting arrangement.

B. Telecommuting Plan Concerns. If a supervisor has concerns over the denial of their telecommuting request, the supervisor may request and shall be granted a meeting to discuss their concerns with the Appointing Authority.

Prior to a superior's change to, or denial of, a supervisor's telecommuting plan, the Appointing Authority shall first meet with the employee regarding the change or denial.

A supervisor may appeal changes or the denial of their telecommuting plan by their superior to the Appointing Authority within thirty (30) days of the date the supervisor's telecommuting plan is changed or denied.

An Association Representative may be present at any meeting or appeal identified in this Section, if requested by the supervisor.

This section is not subject to the grievance procedure.

Proposal 21

ARTICLE 13 - LAYOFF AND RECALL

Section 3. Layoff Procedures. In the event a layoff in the classified service of bargaining unit supervisors becomes necessary, the Appointing Authority shall notify the supervisor of the layoff and shall notify the Association and the Association Executive Director of the classifications and number of positions to be eliminated at least ~~thirty (30)~~ forty-five (45) calendar days in advance if practicable, but at least ~~twenty-one (21)~~ thirty (30) calendar days prior to the effective date of the layoff. At least ~~twenty-one (21)~~ thirty (30) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period, to all supervisors about to be laid off and to the Association Executive Director.

Seasonal supervisors shall be laid off in inverse order of Classification Seniority within the supervisor's principal place of employment.

Notice to supervisors shall include information about how to apply for state vacancies after the date of layoff.

At the Appointing Authority's discretion, a supervisor under notice of permanent layoff may continue in payroll status for up to one hundred sixty (160) hours of paid leave, ending at the date of layoff.

The Appointing Authority may designate a specific date for group selection of layoff options, provided that the Appointing Authority has given at least three (3) weeks' notice of layoff prior

to the group selection date and that the selection date is not more than ten (10) working days prior to the effective date of layoff.

When an option has been selected, a supervisor may not make a new choice unless an option which did not exist at the time of the original selection becomes available to the supervisor.

Proposal 22

ARTICLE 13 - LAYOFF AND RECALL

Section 8. Claiming. In order to avoid a layoff or bump, a supervisor may take a transfer or demotion to a vacancy in another seniority unit in a class/class option for which the supervisor is qualified. Supervisors may not request a transfer or demotion to another Appointing Authority if a comparable vacancy within thirty-five (35) miles of the supervisor's work location is available which the Appointing Authority determines to fill or if the supervisor has previously requested and been offered a vacancy under this provision in the same or a transferable class within thirty-five (35) miles of the current position.

Eligibility for claiming begins on the date of the written notice of layoff and continues until the date of layoff. For a supervisor who has no vacancy or bumping options and must accept layoff, eligibility for claiming shall continue for ~~forty five (45)~~ ninety (90) days if that is later than the actual date of layoff. If the claiming period extends beyond the date of layoff, no severance or vacation liquidation shall be paid to the supervisor until the end of the claiming period. In addition, the supervisor's name shall not be placed on any layoff lists until the end of the claiming period. If the claiming period extends beyond the layoff date, supervisors may waive their post-layoff date claiming rights and the Appointing Authority shall authorize payment of any severance or vacation liquidation and the supervisor will be eligible for placement on appropriate layoff lists.

If the supervisor successfully claims a vacancy but cannot be appointed until after the scheduled layoff date, the current Appointing Authority shall place the supervisor on unpaid leave or, upon mutual agreement, vacation leave until the new appointment begins. Vacation leave usage is not subject to Section 2 of Article 8.

Supervisors who transfer or demote to another seniority unit under this provision and who do not successfully complete the probationary period shall be placed on layoff from their original seniority unit, class, employment condition, and location. Such supervisors are not subject to Sections 3, 7 and 8 of this Article but shall become eligible to be placed on layoff lists in accordance with Section 9 on the effective date of their non-certification.

Also see letter dated September 16, 1993 regarding an experimental method for supervisors noticed of permanent layoff to demonstrate qualifications for positions to which they may be able to transfer or demote.

Proposal 23

ARTICLE 14 - FILLING OF POSITIONS

Section 3. Filling of Vacancies. All permanent or probationary classified supervisors in the same or higher class and seniority unit who meet the posted qualifications and who express their interest in writing, shall be ~~given consideration for the opening~~ offered the position prior to filling the vacancy through other available means. If requested by the supervisor, an interview shall be provided before filling the vacancy. An Appointing Authority shall not be arbitrary, capricious, or discriminatory and must have legitimate business reasons to reject all supervisors who express interest in a posted vacant position. In addition, the Appointing Authority shall not initiate transfers for disciplinary reasons.

Proposal 24

ARTICLE 14 - FILLING OF POSITIONS

Section 5. Pilot Program – Phased Retirement Program. ~~See Letter dated August 18, 2017 for Phased Retirement options at participating Appointing Authorities [Delete letter; add language to CBA].~~

A. Eligibility

Full-time supervisors at participating Appointing Authorities who have reached age fifty-five (55) or more, have ten (10) or more years of continuous state service, and have given written notice of their retirement date to the Appointing Authority may be eligible to participate in the Phased Retirement Pilot. The eligible supervisor's retirement date must occur in six (6) months or less from the date of the phased retirement request.

B. Implementation

A supervisor requesting phased retirement shall submit the request in writing to the Appointing Authority. If the Appointing Authority approves the request, the length of the phased retirement period and the work schedule for the supervisor shall be mutually agreed upon by the supervisor and the Appointing Authority. However, the phased retirement period shall not exceed six (6) months. Additionally, the supervisor's work schedule must be at least fifty percent (50%) time. At the end of the phased retirement period the supervisor must move to full retirement.

Supervisors approved for phased retirement shall be entitled to all rights and benefits of full-time supervisors.

If a request for phased retirement is denied, the Appointing Authority must provide the reason(s) for denial to the supervisor in writing within ten (10) days.

C. Benefits

The Employer retirement contributions necessary to accrue allowable service credit in the retirement fund during the period of part-time employment shall be paid by the Employer at the same amounts as would have been paid had the supervisor been employed full-time. Supervisors approved for phased retirement shall be eligible for Employer-paid insurance benefits as if the supervisor were employed full-time. Supervisor contributions necessary to maintain all benefits as if the supervisor were employed full-time shall be the responsibility of the supervisor.

D. Expectations

Supervisors approved for phased retirement are expected to carry out the agreed upon job duties and expectations as outlined in the Phased Retirement agreement form. Before phased retirement may begin, the Appointing Authority and Supervisor will determine a plan for the division of duties and the transfer of duties between the Supervisor who is phasing into retirement and the new Supervisor, including the designation of who will be the assigned supervisor during the phased retirement and if/when supervisory authority will transfer during the phased retirement.

E. Participation

Upon advance written notice to the Association, Appointing Authorities may participate in this Pilot Program. Appointing Authorities who have given such notice prior to the ratification of this agreement need not provide notice again.

Proposal 25

ARTICLE 15 - PROBATIONARY PERIOD

Section 1. Probationary Period. All unlimited appointments to positions in the classified service, except appointments from layoff lists, shall require a probationary period as follows:

Half to Full-Time positions

Nine calendar months

Less than Half-Time positions Eighteen calendar months.

Supervisors on their initial appointment to the bargaining unit and appointed to a half to full-time position shall serve a probationary period of twelve (12) calendar months.

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

A calendar month is defined as the time between the date of employment and the corresponding date in the next following month. Any paid or unpaid leaves of absence as defined by Article 10 in excess of an aggregate total of ten (10) working days shall be added to the duration of the probationary period. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified employment. Supervisors promoted prior to the completion of their probationary period to a higher classification in the same occupational field and Appointing Authority, shall complete the probationary period in the lower classification by service in the higher classification.

An Appointing Authority may require a probationary period as specified above for transfers and reinstatements. An Appointing Authority may also require a probationary period when a supervisor voluntarily demotes to a position in an agency different from the one presently employed in, or to a classification in which the supervisor has not previously served. All supervisors shall be provided with a mid-probationary review if requested by the supervisor.

Supervisors laid off more than two (2) years may be required to serve a probationary period.

A supervisor shall be required to serve a probationary period, unless waived in writing by the superior, for the length of time specified above when recalled to a position in a seniority unit other than the one from which they were laid off.

Notwithstanding the above, the Appointing Authority may, in its discretion, certify a supervisor prior to the end of the probationary period, provided the supervisor has met all statutory training requirements.

Proposal 26

ARTICLE 16 – WAGES

Section 3. First Year Wage Adjustment. Effective July 1, ~~2021~~ 2023, all salary ranges and rates shall be increased by ~~two and one-half percent (2.5%)~~ twelve percent (12%), rounded to the nearest cent. The compensation grids for classes covered by this Agreement are contained in

Appendix F-1. Supervisors shall convert to the new compensation grids as provided in Section 2. Conversion to the new compensation grid shall not change a supervisor's eligibility for step progression increases.

Proposal 27

ARTICLE 16 – WAGES

Section 4. Second Year Wage Adjustment. Effective July 1, 2022 2024, all salary ranges and rates shall be increased by ~~two and one half percent (2.5%)~~ twelve percent (12%), rounded to the nearest cent. Salary increases provided by this section shall be given to all supervisors including those supervisors whose rates of pay exceed the maximum rate for their class. The compensation grids for classes covered by this Agreement are contained in Appendix F-2. Conversion to the new compensation grid shall not change a supervisor's eligibility for step progression increases.

Proposal 28

ARTICLE 16 – WAGES

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

Appointing Authorities may withhold step increases because of unsatisfactory service, with written notice to the supervisor. 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. 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.

Proposal 29

ARTICLE 16 – WAGES

Section 6. Achievement Awards.

Individual Achievement Awards. Any supervisor who has demonstrated outstanding performance may receive an achievement award in the form of 1) a lump sum payment of \$1,600, or 2) a one step salary increase. The form of the achievement award, either 1) or 2) above, shall be at the discretion of the Appointing Authority. If the supervisor's salary is at or above the maximum salary rate for their salary classification, the achievement award shall be

paid as a lump sum. The receipt of an achievement award as a step increase shall not change the supervisor's anniversary date nor affect the timing of future progression increases.

In no instance during a fiscal year shall achievement awards be granted to more than forty (40) percent of the number of supervisors authorized at the beginning of the fiscal year, except that in seniority units of three (3) or fewer supervisors, the Appointing Authority may grant one (1) achievement award in each seniority unit.

Proposal 30

ARTICLE 16 – WAGES

Section 6. Achievement Awards.

Team Achievement Awards.

The Appointing Authority, at their discretion, may provide a team award to any supervisor who has demonstrated outstanding performance as part of a team. The team achievement award shall be a lump sum payment of up to one thousand dollars (\$1,000) per supervisor.

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

No more than forty (40) percent of the number of supervisors at any agency may receive a team achievement award per fiscal year. However, in seniority units of three (3) or fewer supervisors, the Appointing Authority may grant one (1) achievement award in each seniority unit. When granting team achievement awards, the Appointing Authority may exceed the forty percent (40%) limit specified above, provided that the total dollar amount awarded does not exceed the aggregate amount would otherwise be spent on achievement awards in a fiscal year.

Proposal 31

ARTICLE 16 – WAGES

Section 8. Shift Differential.

The shift differential for supervisors working on assigned shifts shall be ~~one dollar and sixty-five cents (\$1.65)~~ three dollars (\$3.00) per hour for all hours worked between the hours of 6:00 p.m. and 6:00 a.m. Such shift differential shall be in addition to the supervisor's regular rate of pay, shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Proposal 32

ARTICLE 16 – WAGES

Section 8. Shift Differential.

A. Weekend Differential. The weekend shift differential for supervisors working on assigned shifts shall be three dollars fifty cents (\$3.50) per hour for all hours worked between the hours of 6:00 p.m. on Friday and 6:00 a.m. on Monday. Such shift differential shall be in addition to the supervisor's regular rate of pay, shall be included in all payroll calculations, but shall not apply during periods of paid leave. Where applicable, such shift differential shall be in addition to the night shift differential set forth in 8(A) above.

Proposal 33

ARTICLE 16 – WAGES

Section 9. Work Out of Class. When a supervisor is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied and the work out of class assignment exceeds ten (10) consecutive work days in duration, the supervisor shall be paid for all such hours at the supervisor's current salary when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or at least one ~~(1) step~~ three (3) steps higher than the supervisor's current salary, whichever is greater. 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.

Proposal 34

ARTICLE 16 – WAGES

Section 10. Severance Pay. A supervisor shall be entitled to severance pay immediately following separation from State service by reason of:

- Separation, for reasons other than discharge, following five (5) years of continuous State service, and who is immediately eligible at the time of separation for Medicare;
- Separation, for reasons other than discharge, following ten (10) years of continuous State service, and who is immediately entitled at the time of separation to receive an annuity under a State retirement program;
- Separation, for reasons other than discharge, following ~~twenty (20)~~ fifteen (15) or more years of continuous State service;
- Layoff, including unclassified employees, except for seasonal layoff; or
- Death.

Certain supervisors shall have their severance pay converted to a Health Care Savings Plan. See Article 16, Section 11. Severance pay shall be equal to ~~thirty five (35)~~ forty (40) percent of the

supervisor's accumulated but unused sick leave times the supervisor's regular rate of pay at the time of separation.

Supervisors who have been laid off and received severance pay and are reappointed to State service are eligible for additional severance only if they meet the continuous State service requirement.

Supervisors who have received severance as a result of continuous State service and are reappointed to State service are eligible for additional severance upon separation.

Severance for eligible supervisors returning to State service shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the supervisor's credit at the time the supervisor was reappointed and the amount of accumulated but unused sick leave at the time of the supervisor's subsequent eligibility for severance pay.

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid over a period not to exceed two (2) years from termination of employment. In the event that a terminated supervisor dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Proposal 35

ARTICLE 16 – WAGES

Section 11. Health Care Savings Plan. The following supervisors shall have one hundred percent (100%) of severance pay and one hundred percent (100%) of vacation payout (limited to two hundred seventy five (275) hours except in the case of death) converted to a Health Care Savings Plan (HCSP):

- 1) Supervisors who separate from State service with twenty (20) or more years of continuous State service and eligible to receive severance pay;
- 2) Supervisors retiring with less than twenty (20) years of continuous State service and eligible to receive severance pay;
- 3) Supervisors with twenty (20) or more years of continuous State service who are laid off.

Supervisors who do not meet the criteria for the Health Care Savings Plan as outlined in Sections 11(1), 11(2) and 11(3) above or whose severance, vacation and compensatory bank liquidation total less than five hundred dollars (\$500) will continue to receive such payments in cash.

In all other cases in which a supervisor is eligible for severance (including death of the supervisor), severance payment shall be made in cash.

~~Effective July 1, 2014 a~~ All supervisors shall contribute one percent (1%) of their gross earnings subject to retirement into a personal Health Care Savings Plan account with the Minnesota State Retirement System each pay period. The contribution shall occur regardless of whether or not the employee's position is retirement eligible.

Proposal 36

ARTICLE 16 – WAGES

Section 16. State Contribution to Deferred Compensation Plan. The Employer agrees to provide supervisors with a state-paid contribution to the State deferred compensation program under M.S. 352.965 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)~~ one-thousand, two-hundred dollars (\$1200) per supervisor per fiscal year.

The Employer shall also provide matching contributions for supervisors who convert unused vacation to deferred compensation, not to exceed one-thousand, two-hundred dollars (\$1200) per supervisor per fiscal year.

See Article 11, Section 3 for compensatory time bank conversion to deferred compensation.

See also Article 8, Section 9 for vacation conversion to deferred compensation.

Proposal 37

ARTICLE 16 – WAGES

Section 17. Recruiting Incentive (Pilot). With advance approval from MMB, the Appointing Authority may offer a recruiting incentive of up to \$5,000 to new employees who accept hard-to-fill positions.

- Whether or not a position is deemed “hard-to-fill” is determined by MMB, and the Appointing Authority must seek approval from MMB prior to offering a hiring incentive to any prospective employee.
- The incentive shall be paid in two installments, the first of which occurs after successful completion of the required probationary period, in a lump sum effective the pay period

following the new hire's certification, and the second of which occurs after two years of continuous satisfactory service in that hard-to-fill position.

- This provision is not subject to the grievance or arbitration process.

~~This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the legislature's ratification of the 2023—2025 contract. However, employees awarded a recruiting incentive during this contract period remain eligible to receive the full payment in subsequent contracts even if this pilot program is discontinued.~~

Proposal 38

ARTICLE 16 – WAGES

Section 18. Employee Referral Incentive (Pilot). At its discretion, the Appointing Authority may offer a referral incentive of up to \$1,000 to current employees who successfully refer a new employee who accepts a hard-to-fill position.

- Whether or not a position is deemed “hard-to-fill” is determined by MMB. Once MMB makes that determination, the Appointing Authority has the discretion to determine whether and to whom a referral incentive may be given, within the parameters set forth in this section.
- Employees requesting a referral incentive must do so in a manner approved by the Appointing Authority.
- The total amount of the referral incentive shall not exceed \$1,000 per position filled, and shall be paid in a single installment no sooner than after the new hire has successfully completed probation and been certified.
- The referring employee must still be employed with the State at the time of payment eligibility in order to receive the incentive.
- This provision is not subject to the grievance or arbitration process.

~~This provision becomes effective upon the contract's successful ratification by the legislature, and will sunset upon the legislature's ratification of the 2023—2025 contract. However, employees awarded a recruiting incentive during this contract period remain eligible to receive the full payment in subsequent contracts even if this pilot program is discontinued.~~

Proposal 39

ARTICLE 16 – WAGES

Section 19. Equity Adjustments (Pilot). Upon request of the Appointing Authority, MMB may make equity adjustments and advance incumbents within a range, and/or provide a one-time lump sum of no more than \$2,500 to an individual at the top of their salary range, to maintain internal equity.

Only those with documented “satisfactory” or better performance are eligible for an equity adjustment.

- Any request for an adjustment under this section must include an explanation of the inequity, and documentation to support an equity adjustment for an incumbent.
- This provision is not subject to the grievance or arbitration process.

~~This provision becomes effective upon the contract’s successful ratification by the legislature, and will sunset upon the legislature’s ratification of the 2023 – 2025 contract.~~

Proposal 40

ARTICLE 16 – WAGES

NEW Section 20 - Tuition Waiver

There shall be available to all State supervisors a tuition waiver as set forth below.

Full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal supervisors, classified and unclassified, shall upon completion of three (3) years of continuous employment (without a break in service) with the State of Minnesota shall be entitled to enroll on a space-available basis in credit courses without paying tuition. The supervisor will pay all applicable fees.

Such enrollment shall not exceed twenty (20) semester credits per year. For purposes of tuition waiver, the year is considered to run from the start of the fall session through the end of the summer session. Employees of the State of Minnesota may have tuition waived at any State University, Community College or Technical College or Co-located College by making a choice once each contract period to use the tuition waiver for one of the various systems.

The supervisor’s spouse and/or dependent children may share this right up to sixteen (16) credits.

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

Proposal 41

ARTICLE 17 - INSURANCE

Insert all agreed-upon Insurance Coalition changes.

Proposal 42

ARTICLE 18 - EXPENSE ALLOWANCES

Section 5. Meal Allowances.

D. Reimbursement Amount.

Except for the metropolitan areas listed below, ~~the~~ maximum reimbursement for meals including tax and gratuity shall be determined by the following, as defined by the location of where the reimbursement occurs:

1. The United States General Services Administration per diem rates set each federal fiscal year for the contiguous forty-eight (48) United States (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).
2. The United States Department of Defense per diem rates set each federal fiscal year for Alaska, Hawaii, and U.S. Territories (<https://www.travel.dod.mil/Travel-Transportation-Rates/Per-Diem/Per-Diem-Rate-Lookup/>).
3. The United States State Department per diem rates set each federal fiscal year for locations outside of the United States (https://aoprals.state.gov/web920/per_diem.asp).

Breakfast	\$10.00
Lunch	\$13.00
Dinner	\$19.00

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

Breakfast	\$12.00
Lunch	\$15.00
Dinner	\$23.00

The metropolitan areas are:

Metropolitan Area

Cities and Counties Included in High Cost Center

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

Proposal 43

ARTICLE 23 - SAFETY

NEW Section 4. Safety Footwear.

Supervisors required to wear safety footwear as a condition of employment are eligible for reimbursement of up to two-hundred, twenty-five dollars (\$225) each 24 months for safety footwear. Such reimbursement is subject to the provisions of HR/LR Policy #1410, Safety Footwear Reimbursement (located HR/LR Policies / Minnesota Management and Budget (MMB) (mn.gov)).

Proposal 44

NEW LETTER - MEMORANDUM OF UNDERSTANDING

Position Descriptions

The parties agree that Minnesota Management and Budget will review and update all supervisor position descriptions to include whether the position is telework, remote, on-site, and/or hybrid. Such review will be completed within six months after a tentative agreement is reached.

Proposal 45

NEW LETTER - MEMORANDUM OF UNDERSTANDING

WAGE SCALES, Appendices F-1 and F-2

Remove the bottom two steps from all compensation grids.

Add two steps at the top of all compensation grids.

Proposal 46

NEW LETTER - MEMORANDUM OF UNDERSTANDING

Lump sum Retention bonus sha;; be paid to all supervisors in good standing who have passed probation:

First pay day following January 1, 2024	\$5000.
First pay day following January 1, 2025	\$5000.

LETTERS OF AGREEMENT

Proposal 47

Delete - July 26, 1991, Letter regarding supervisors expression of interest in posted vacancies.

Add to labor agreement.

Proposal 48

Delete – August 18, 2017, Letter regarding Pilot Program – Phased Retirement.
Remove pilot and add to labor agreement.

Proposal 49

Letter - November 18, 2021, Student Loan Reimbursement Pilot Opt-in

A ~~pilot~~ program which permits agencies to opt-into a student loan reimbursement is subject to the following conditions:

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

- ~~This provision becomes effective upon the Agreement's successful ratification by the legislature, and will sunset upon the ratification of the 2023—2025 contract.~~ Any employee who received Student Loan Repayment under the terms of this section remains obligated to the payback language if they separate from the Agency, ~~even if this pilot is discontinued in subsequent Agreements.~~ Upon advance written notice to the Association and Minnesota Management and Budget, Agencies may participate in this pilot.

Proposal 50

Delete – December 21, 2021, State Policy on Safety Footwear Reimbursement.
Add to labor agreement.

HOUSEKEEPING

Proposal 51

Update all effective dates.

Proposal 52

Table of Contents - Add to Appendix E - N. Department of Veterans Affairs.

Proposal 53

Delete all references to legislative ratification.