AGREEMENT

between the

STATE OF MINNESOTA

and the

MIDDLE MANAGEMENT ASSOCIATION

July 1, 2009 through June 30, 2011

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PREAMBLE

This Agreement is made and entered into this 1st day of July, 2009, by and between the State of Minnesota, hereinafter referred to as the Employer, and the Middle Management Association, hereinafter referred to as the Association.

If the parties mutually agree during the term of this Agreement, this Agreement may be supplemented by such additional provisions relating to departmental issues as the parties of this Agreement deem appropriate. Failure of the parties to reach such supplemental agreement shall not be subject to the interest arbitration procedure as set out in the Minnesota Public Employment Labor Relations Act.

Any Agreement entered into after the execution date of this Agreement which is to be included as a part of this Agreement must be reduced to writing and must be signed by the parties to this Agreement.

ARTICLE 1 - ASSOCIATION RECOGNITION

Section 1. Recognition. The Employer recognizes the Association as the exclusive representative for all supervisors employed by the State of Minnesota for more than fourteen (I4) hours per week and more than sixty-seven (67) working days per year as certified by the Bureau of Mediation Services Case Nos. 81-PR-5-A and 81-PR-222-A.

Section 2. Disputes. In the event of a dispute, assignment of supervisors to the appropriate bargaining unit shall be accomplished in accordance with Minn. Stat. 179A.10, Subd. 4.

Section 3. Exclusive Recognition. The Employer will not meet and negotiate with any other labor or employee organization or employee(s), concerning the terms and conditions of employment for supervisors covered by this Agreement. The Employer will not assist or otherwise encourage any other employee organizations which seek to bargain for supervisors covered by this Agreement.

ARTICLE 2 - DUES CHECKOFF

Section 1. Payroll Deduction. The Employer agrees to cooperate with Minnesota Management & Budget and the Association in facilitating the deduction of the regular biweekly Association dues for those supervisors in the unit who are members of the Association and who request in writing to have their regular biweekly Association dues checked-off by payroll deduction.

Section 2. Hold Harmless. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this Article.

Section 3. Dues Remission. The aggregate deductions of all supervisors shall be remitted by the Employer together with an itemized statement to the Middle Management Association no later than ten (10) days following the end of each payroll period.

Section 4. Supervisor Lists. The Employer shall report to the Association the information on all employees including additions, deletions, and status changes within the bargaining unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

ARTICLE 3 - EMPLOYER RIGHTS

It is recognized that except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer and its agencies in all of their various aspects, including but not limited to, the right to direct and assign employees; to plan, direct and control all the operations and services of the Employer; to schedule working hours; to determine whether goods and services should be made or purchased. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 4 - ASSOCIATION RIGHTS

Section 1. Representatives. The Association may designate for each work location in the bargaining unit a supervisor as Representative to function as steward. Upon execution of this Agreement and as changes occur thereafter, the Association shall notify the Appointing Authority of the names of the Association Representatives selected as provided in this Article, designating the work location they will be responsible for.

Section 2. Representatives' Activities. The Employer agrees that during working hours, on the Appointing Authority's premises within the Representatives' work location and without loss of pay, Representatives will be allowed reasonable time to post 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 his/her superior of his/her impending departure and shall first receive approval to leave the work location.

Section 3. Bulletin Boards. The Appointing Authority shall make space available on a bulletin board to be used exclusively by the Association for the posting of official Association notices, meetings, elections, minutes, and newsletters.

Section 4. Notification. When the Employer has determined that a position or classification in the supervisory unit is to be placed in the management schedule, the Employer shall notify the Association in advance of such placement.

ARTICLE 5 - STRIKES AND LOCKOUTS

Section 1. Strikes. The Association, its officers and agents, and the supervisors covered by this Agreement agree not to promote or support any strikes as defined in Minn. Stat. 179A.03, Subd. 16. Any supervisor who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

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

ARTICLE 6 - DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed on supervisors only for just cause.

Section 2. Disciplinary Action. Discipline may include only the following, but not necessarily in this order:

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

*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 (4) days.

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

When any disciplinary action more severe than an oral reprimand is intended, the Appointing Authority shall, before or at the time such action is taken, notify the supervisor in writing of the specific reason(s) for such action, with a copy to the Association Executive Director.

The Appointing Authority may discipline a supervisor before such notification is given if extenuating circumstances exist. The Appointing Authority will provide the supervisor with such notification within one working day, exclusive of Saturdays, Sundays and holidays, after such action.

Section 3. Investigatory Leave. The Appointing Authority may place a supervisor who is the subject of an investigation on an investigatory leave with pay. The Appointing Authority shall as soon as practicable upon placing an employee on investigatory leave, notify the employee in writing of the reason(s) for such action.

Section 4. Investigatory Interview. The Appointing Authority shall not meet with a supervisor for the purpose of questioning a supervisor during an investigation that may lead to discipline of that supervisor without first offering the supervisor an opportunity for MMA representation. Any supervisor waiving the right to such representation must do so in writing prior to the questioning. However, a supervisor may initially waive the right to representation orally in the case of a phone interview. A copy of such waiver shall be furnished to the Association. The supervisor shall be advised of the principal allegations being investigated and, if known, the alleged time and place of occurrence prior to questioning. However, if any supervisor, who is not the subject of the investigation, is being questioned during an investigation of resident/patient abuse, the supervisor, upon request, shall have the right to Association representation.

Notification of status of the investigation will normally be provided to the Association within thirty (30) days of the interview.

Section 5. Discharge of Permanent Supervisors. The Appointing Authority shall not discharge any permanent supervisor without just cause.

If the Appointing Authority believes there is just cause for discharge, the supervisor and the Association will be notified, in writing, that a supervisor is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The supervisor may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her side of the story and is entitled to Association representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the supervisor after the notice of discharge is delivered to the supervisor unless the supervisor and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The supervisor shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the supervisor was not in pay status at the time of the notice of discharge, for reasons other than an investigatory leave, the requirement to be in pay status shall not apply.

A supervisor found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties if appropriate or the decision of the arbitrator.

Section 6. Unclassified Supervisors. The termination of unclassified supervisors is not subject to the arbitration provisions of this Agreement.

The provisions of Section 1 of this Article shall not apply to this Section.

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 and letters of expectation 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 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 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 him/her 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 his/her written response to such action in the personnel office record.

ARTICLE 7 - GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. For the purpose of this Agreement, a grievance shall be defined as a dispute or a disagreement as to the interpretation or application of any term or terms of this Agreement. Supervisors are encouraged to first attempt to resolve the matter on an informal basis with their immediate superior at the earliest opportunity. If the matter cannot be resolved to the supervisor's satisfaction by informal discussion, it shall then be settled in accordance with the following procedure.

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 within the succeeding ten (10) calendar days unless the parties mutually agree in writing to an extension. If 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 of this meeting. The Association may appeal the grievance to Step 2 within ten (10) calendar days of the receipt of the immediate superior's answer.

STEP 2. Within ten (10) calendar days following the receipt of a 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 grievance. Failure to arrange a meeting within the above stated ten (10) calendar days shall require the Association to commence the next step filing within the succeeding ten (10) calendar days unless the parties mutually agree in writing to an extension. Within ten (10) calendar days following this meeting, the Appointing Authority or designee shall respond in writing to the Association Representative stating the Appointing Authority or designee's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may refer the grievance within twenty (20) calendar days 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. If the grievance remains unresolved, the Association may, within twenty (20) calendar days after the response of the Appointing Authority or designee is due, by written notice to the Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator) 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 cannot use the arbitration provisions of this agreement.

Section 2. Arbitration Panel. The parties shall employ a list of three (3) permanent arbitrators to decide disputes arising under this collective bargaining agreement.

Section 3. Arbitration Hearing Site. The arbitration hearing site shall be determined by mutual agreement of the State Negotiator and Association. If mutual agreement cannot be reached, the hearing site shall be determined, in a pre-hearing conference, by the arbitrator chosen to hear the case.

Section 4. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit his/her decision in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the supervisor.

Section 5. Fees and Expenses. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Appointing Authority and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If either party desires a transcription of the verbatim record, it shall pay for such transcription and provide a free copy to the arbitrator. Should the other party desire a copy of such transcription, it shall pay the service who took the verbatim record for such copy.

Section 6. Time Limits. If a grievance was not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be settled on the basis of the Appointing Authority or designee's last answer. If the Appointing Authority or designee does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Appointing Authority or designee and the Association at each step. By mutual agreement of the Appointing Authority and Association, the parties may waive Step 1.

Section 7. Processing Grievances. The Association Representative involved and the grieving supervisor shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate superior, which shall not be unreasonably withheld.

The Association Representative and the grieving supervisor shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises when a grievance is investigated or presented in Steps 1 and 2.

Section 8. Expedited Arbitration. The parties may choose to use the following expedited arbitration procedure which has been mutually agreed.

1. The parties will mutually agree on an arbitrator to be used in the expedited arbitration procedure.

   In the event that the arbitrator becomes unable to discharge arbitral duties, or becomes unavailable subsequent to appointment, the parties shall select a replacement by mutual agreement.

2. Total case presentation time will not exceed three (3) hours. If the three (3) hour time limit is exceeded, the arbitrator may assess additional pro rata fees for the hearing time beyond three (3) hours. Pursuant to the Agreement between the parties "fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Appointing Authority and the Association."

3. The parties agree to meet and discuss each grievance within thirty (30) days of the date that an appeal to arbitration is received by the Labor Relations section of Minnesota Management & Budget to determine if the grievance is appropriate for expedited arbitration.

   A case shall not be submitted to expedited arbitration unless both parties agree. If the parties do not agree, the case shall be processed through the full arbitration procedure.

   Cases submitted to expedited arbitration shall normally consist of:

   a. disciplinary actions;
   b. factual disputes;
   c. other disputes which do not involve interpretation of the Agreement.

4. Case presentation will be limited to a preliminary introduction, brief recitation of facts, witness presentation, and oral argument. No briefs shall be filed nor transcripts made. More than usual, formal rules of evidence shall not be applied.

5. A decision may be issued at the hearing, but it shall be followed by a written decision within two (2) calendar days of the hearing, excluding weekends and holidays.

6. All decisions shall be final and binding on the parties, and shall not be considered as precedential in any other proceeding.

7. The written decision shall be kept to about two (2) typed pages, and the decision shall identify the process as non-precedential in the heading or title of the decision, shall be based on the record of the arbitrator and shall include a brief explanation of the basis for the award.

8. The parties agree to utilize stipulations of facts, affidavits and other time saving methods whenever practicable and when mutually agreeable.

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

ARTICLE 8 - VACATION AND SICK LEAVE

Section 1. Vacation Eligibility and General Conditions.

A. **Eligibility.** Supervisors, except for emergency, temporary, and intermittent appointments shall accrue vacation leave.

B. **Vacation on Initial Entry to State Service.** Upon initial entry to State service in a MMA position, an eligible supervisor may be advanced up to eighty (80) hours of vacation leave. Any vacation hours advanced shall be reduced proportionately as actual earned vacation leave is accrued.

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

Length of Service Requirement	Rate Per Full Payroll Period
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 19 years	7½ working hours
After 19 through 24 years	8 working hours
After 24 through 30 years	8½ working hours
After 30 years	9 working hours

Length of service is defined as the length of employment with the State of Minnesota since the last date of hire in accordance with Section 1(A). Length of service shall be interrupted only by separation because of resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

A supervisor shall not suffer a reduction in his/her vacation accrual rate due to being covered by a contract or plan with a vacation accrual scale with a different length of service requirement component than that indicated above.

For purposes of determining changes in a supervisor's accrual rate, periods of suspension or unpaid non-medical leaves of absence shall not be deducted from the Length of Service Requirement unless they are one (1) full payroll period or more in duration. However, for supervisors on an unpaid military leave of any duration, or an FMLA qualifying leave of any duration, no adjustment to accrual rates shall be required. This method will be effective only after this date and shall not be used to change any Length of Service Requirements determined prior to that date.

Changes in accrual rate shall be made effective at the beginning of the next payroll period following completion of the specified Length of Service Requirement.

Supervisors being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with the schedule set forth in Appendix C.

D. **Crediting Accruals.** A supervisor who is reinstated or reappointed to State service, and within four (4) years from the date of resignation in good standing or retirement shall accrue vacation leave with the same credit for length of service that existed at the time of such separation.

An Appointing Authority may adjust length of service to reflect credit for the supervisor's previous public sector service including service with the Minnesota Historical Society and the Metropolitan Council. Length of service credit shall be subject to the following conditions:

1. The supervisor must have been appointed to State service within one (1) year of separation from the other public sector employer.

2. The only time credited will be for the time the supervisor spent in a vacation eligible position with the other public sector employer.

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

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

An Appointing Authority may, at its discretion, adjust length of service to reflect credit for all, none or a portion of the supervisor's service in the United States Armed Forces provided the service was full-time and continuous for at least one (1) year. The supervisor must have been appointed to State service within one (1) year of separation from the Armed Forces.

A supervisor may, at any time, request that prior public sector or United States Armed Forces service be credited for purposes of vacation accrual. Changes in the accrual rate will commence effective at the beginning of the next payroll period following the Appointing Authority's approval of the adjusted rate, and is not retroactive.

Upon request, supervisors of the Legislative Branch who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement, shall receive credit for their length of service in the Legislative Branch that existed at the time of such transfer or separation for vacation accrual purposes provided that the supervisor was in an eligible status as defined in Section 1(A) of this Article when employed by the Legislative Branch. Such supervisors shall begin accruing vacation leave based on this method effective at the beginning of the first payroll period following the effective date of this Agreement. Supervisors who are appointed without a break in service may be allowed to bring any accumulated but unused vacation leave with them provided that it does not exceed two hundred and seventy-five (275) hours.

Supervisors in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused vacation leave balance posted to their credit in the records of the employing department provided such vacation leave was accrued in accordance with the personnel rules or the provisions of this or any preceding Agreement.

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, the amount of vacation shall automatically be reduced to two hundred seventy-five (275) hours at the end of the fiscal year.

Supervisors on a Military Leave under Appendix L 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.

F. **Use of Vacation**. A vacation leave eligible supervisor may use vacation leave as soon as the supervisor has accumulated or has been advanced such leave hours and the supervisor is not required to wait until being employed six (6) months in State service.

Should a supervisor become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of illness or disability, upon notice to the supervisor's superior. Upon such notice, supervisors may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statement shall be provided as soon as possible after the illness or disability occurs.

Supervisor vacation 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 vacation 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 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.

Section 3. Vacation Cashout on Separation. Any supervisor separated from State service shall be compensated in cash, at the supervisor's then current rate of pay, for all earned, but unused vacation leave to the supervisor's credit at the time of separation, but in no case shall payment exceed two hundred and sixty (260) hours except in case of death. Vacation hours advanced pursuant to Section 1(B) but not yet offset by earned vacation shall not be liquidated. Certain supervisors shall have their vacation cashout converted to a Health Care Savings Plan account. See Article 16, Section 10.

Supervisors shall be allowed to leave their accumulated vacation to their credit during the period of seasonal or temporary layoff.

Seasonal supervisors shall have the option to cash out all, some or none of their vacation leave upon seasonal layoff.

Section 4. Sick Leave Accrual. Supervisors, except for emergency, temporary, and intermittent appointments, shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire.

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 L shall earn and accrue sick leave as though actually employed.

Section 5. Sick Leave Restoration. A supervisor who is reinstated or reappointed to State service, and within four years from the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the supervisor's credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement and provided that any supervisor being appointed after receiving severance pay shall have his/her leave restored proportionately by deducting the hours paid as severance. This method shall not be used to change sick leave balance restorations determined prior to July 1, 1983.

A supervisor who receives severance pay prior to January 9, 2008 and returns to State service on or after January 9, 2008, shall have his/her sick leave balance restored at sixty percent (60%) of the supervisor's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus eighty seven and one-half percent (87½%) of the supervisor's accumulated but unused sick leave bank.

A supervisor who receives severance pay on or after January 9, 2008, and returns to State service shall have his/her sick leave balance restored at 65% of the supervisor's accumulated but unused sick leave.

Supervisors in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused sick leave balance posted to their credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

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

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 female employee unable to work because of pregnancy.

2. medical, chiropractic, or dental care.

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

B. **Others.**

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

2. birth or adoption of a child.

3. to arrange for necessary nursing care for members of the family, as specified in B.1. above.

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 or medical appointments.

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

With prior notice, up to twenty-four (24) hours of sick leave per fiscal year may be used to take a parent not living in the same household to medical and dental appointments.

The use of a reasonable period of sick leave shall be granted in cases of death of the spouse 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.

C. **Sick Leave Procedures.** The supervisor shall notify the Appointing Authority at or before his/her normally scheduled starting time of any illness. Supervisors utilizing leave under this Section shall furnish a statement from a medical practitioner upon the request of the Appointing Authority if it has reason to believe that a supervisor has abused or is abusing sick leave. Those supervisors who misuse sick leave may be subject to disciplinary action. The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the supervisor is not fit to work or has been exposed to a contagious disease which endangers the health of other supervisors, employees, clients or the public. Supervisors returning from extended sick leave shall notify the Appointing Authority within a reasonable amount of time prior to returning to work.

Section 7. Sick Leave Charges. A supervisor utilizing sick leave shall be charged for only the number of hours he/she was scheduled to work during the period of his/her sick leave.

Any supervisor incurring an on-the-job injury shall be paid the supervisor's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for supervisors so injured while awaiting a workers' compensation determination shall not commence until the first scheduled work day following the injury.

Section 8. Sick Leave/Vacation Leave Coordination. When a supervisor on Workers' Compensation benefits has decided to use sick leave, vacation leave or compensatory time to supplement his/her Workers' Compensation benefits the following procedure applies: The supervisor shall notify the Appointing Authority in writing that he/she wishes to supplement his/her Workers' Compensation check through use of sick leave, vacation leave or compensatory time. Sick leave must be exhausted before the vacation leave or compensatory time can be used. The Appointing Authority shall obtain from the Workers' Compensation Division the amount of the benefit check and automatically authorize a payroll check in the amount of the difference between the benefit check and the supervisor's regular gross pay for the supervisor's normal pay period. The supervisor's sick leave, vacation leave or compensatory time balance shall be reduced by the amount of the payroll check divided by the supervisor's hourly rate of pay at the time the payroll check is issued.

A supervisor who uses sick leave, vacation leave or compensatory time while awaiting the determination of the Worker's Compensation claim shall retain the Worker's Compensation payment. The Appointing Authority shall collect the payroll overpayment. The Appointing Authority shall credit back to the supervisor's sick leave, vacation leave or compensatory time the number of hours equal to the amount of the Worker's Compensation check divided by the supervisor's hourly rate.

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) 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.

Supervisors electing to convert vacation leave must have used three (3) hours of vacation in the previous fiscal year for each hour of vacation converted up to forty (40) hours. Supervisors electing the vacation conversion shall not receive the State-paid matching contributions provided in Article 16.

ARTICLE 9 - HOLIDAYS

Section 1. Eligibility. Supervisors, except for emergency, temporary, and intermittent appointments, shall be eligible for purposes of this Article.

Section 2. Observed Holidays.

A. The following days shall be observed as paid holidays for all eligible supervisors, assigned to a Monday through Friday, five (5) day operation:

Friday, July 3, 2009 - Independence Day
Monday, September 7, 2009 - Labor Day
Wednesday, November 11, 2009 - Veterans Day
Thursday, November 26, 2009 - Thanksgiving Day
Friday, November 27, 2009 - Day after Thanksgiving
Friday, December 25, 2009 - Christmas
Friday, January 1, 2010 - New Year's
Monday, January 18, 2010 - Martin Luther King Day
Monday, February 15, 2010 - Presidents Day
Monday, May 31, 2010 - Memorial Day
Monday, July 5, 2010 - Independence Day
Monday, September 6, 2010 - Labor Day
Thursday, November 11, 2010 - Veterans Day
Thursday, November 25, 2010 - Thanksgiving Day
Friday, November 26, 2010 - Day after Thanksgiving
Friday, December 24, 2010 - Christmas
Friday, December 31, 2010 - New Year's
Monday, January 17, 2011 - Martin Luther King Day
Monday, February 21, 2011 - Presidents Day
Monday, May 30, 2011 - Memorial Day

B. The following days shall be observed as paid holidays for employees assigned to a six (6) or seven (7) day operation:

Saturday, July 4, 2009 - Independence Day
Monday, September 7, 2009 - Labor Day
Wednesday, November 11, 2009 - Veterans Day
Thursday, November 26, 2009 Thanksgiving Day
Friday, November 273, 2009 - Day after Thanksgiving
Friday, December 25, 2009 - Christmas
Friday, January 1, 2010 - New Year's
Monday, January 18, 2010 - Martin Luther King Day
Monday, February 15, 2010 - Presidents Day
Monday, May 31, 2010 - Memorial Day
Sunday, July 4, 2010 - Independence Day
Monday, September 6, 2010 - Labor Day
Thursday, November 11, 2010 - Veterans Day
Thursday, November 25, 2010 - Thanksgiving Day
Friday, November 26, 2010 - Day after Thanksgiving
Saturday, December 25, 2010 - Christmas
Saturday, January 1, 2011 - New Year's
Monday, January 17, 2011 - Martin Luther King Day
Monday, February 21, 2011 - Presidents Day
Monday, May 30, 2011 - Memorial Day

All supervisors except emergency, temporary, and intermittent appointments, shall receive one (1) floating holiday each fiscal year of the Agreement. Every reasonable effort shall be made to grant the floating holiday for the time requested by the supervisor. The Appointing Authority may limit the number of supervisors that may be absent on any given day subject to the operational needs of the Appointing Authority. Floating holidays may not be accumulated or paid off and may only be used in increments of a full day. However, seasonal supervisors shall only be eligible for a floating holiday if he/she works six (6) months or more and shall be eligible for one (1) floating holiday per season.

For purposes of this Article, when a work shift includes consecutive hours which fall in two (2) calendar days, that work shift shall be considered as falling on the calendar day in which the majority of hours in the shift fall. When a work shift includes an equal number of consecutive hours in each of two (2) calendar days, that work shift shall be considered as falling on the first of the two (2) calendar days.

When any of the above holidays fall on a supervisor's regularly scheduled day off, the supervisor, at his/her 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.

In MnSCU, Faribault Residential Academies and Resource Center, the Appointing Authority may, after consultation with the Association, designate alternative days for the observance of Veterans' Day, the Day after Thanksgiving and Presidents' Day. In other departments, the Appointing Authority may, with the agreement of the Association, designate alternative days for the observance of Veterans' Day and Presidents' Day.

Section 3. Holiday Pay Entitlement. To be entitled to receive a paid holiday, an eligible supervisor must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

Supervisors employed on an academic school year basis shall be eligible for the Christmas and New Year's holidays provided they are in payroll status on the last scheduled work day prior to the Christmas break and the first scheduled work day following the break.

Any eligible supervisor mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s).

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 his/her normal work day) 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 his/her 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.

Section 5. Work on a Holiday. Any supervisor who is assigned to work on a holiday shall, at the Appointing Authority's discretion, be paid in cash. If the Appointing Authority does not choose to pay the holiday in cash, the supervisor may choose to receive the holiday in vacation or compensatory time at the supervisor's appropriate overtime rate for all hours worked in addition to holiday pay provided for in Section 3 and 4 above.

Section 6. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 2 above, falls on a supervisor's regularly scheduled work day, the supervisor shall be entitled to that day off to observe the religious holiday. Time to observe religious holidays shall be taken without pay except where the supervisor has sufficient accumulated vacation leave or accumulated compensatory time, or, by mutual consent, is able to make the time up. Supervisors shall notify the Appointing Authority at least fourteen (14) calendar days prior to the leave.

ARTICLE 10 - LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a leave of absence or extension thereof shall be submitted in writing by the supervisor to the supervisor's immediate superior as soon as the need for such a leave or extension thereof is known. The request shall state the reason for and the anticipated duration of the leave of absence or extension thereof.

Section 2. Authorization for Leave. Authorization for or denial of a leave of absence shall be furnished promptly to the supervisor in writing. No leave of absence request shall be unreasonably denied, and no supervisor shall be required to exhaust accrued vacation leave prior to an extended leave of absence.

Section 3. Paid Leaves of Absence.

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

B. **Jury Duty Leave:** Leave shall be granted for service upon a jury. Supervisors whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call and free to leave the courthouse, the supervisor shall report to work.

C. **Educational Leave:** Leave with pay shall be granted for educational purposes if such education is required or assigned by the Appointing Authority or if sponsored by Middle Management Association and approved by Minnesota Management & Budget.

   Paid leaves of absence granted under this Article shall not exceed the supervisor's normal work schedule.

D. **Paid Administrative Leave:** After notifying the Association, an Appointing Authority may place a supervisor on administrative leave for a period not to exceed two (2) weeks. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than another thirty (30) calendar days.

E. **Transition Leave:** At the Appointing Authority's discretion, a supervisor under notice of permanent layoff may be granted up to one hundred and sixty (160) hours of paid leave, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and shall not be subject to the Reinstatement provisions of this Article.

Section 4. Unpaid Leaves of Absence.

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

B. **Educational Leave:** Leave may be granted to any supervisor for educational purposes.

C. **Medical Leave:** Leave of absence up to one (1) year shall 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 his/her accumulation of sick leave. Such leave shall be limited to a cumulative total of one (1) year per illness or injury. Upon the request of the supervisor such leave may be extended. Supervisors shall receive reasonable notice in writing before a medical leave is cancelled. An Appointing Authority may require appropriate medical documentation of the illness, injuries, or disability. The Appointing Authority may require the supervisor returning from a medical leave to furnish a statement from a medical practitioner if the Appointing Authority has reason to believe the supervisor is not fit to return to work.

D. **Personal Leave:** Leave may be granted to any supervisor, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.

E. **Association Leave:** Upon advanced written request of the Association, 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.

   Any supervisor returning from an approved Association leave of absence as covered by this Section shall be entitled to return to employment in a position in the supervisor's former classification and agency within thirty-five (35) miles of the former position. Upon return from an extended Association leave of absence of one (1) year or more, a supervisor may elect to take a vacancy in the same class/class option within the same agency if the supervisor is determined to be qualified for the position. A supervisor exercising this option shall be subject to a new probationary period. During the Article 15, Section 2 trial period or upon non-certification, the supervisor may exercise return rights described above.

F. **Leave for Related Work:** Leave not to exceed two (2) years may be granted to a supervisor to accept a position of fixed duration outside of State service which is funded by a government or private foundation grant and which is related to the supervisor's current work.

G. **Elder Care Leave:** Leave may be granted to any employee, upon request, to care for or to arrange for care for parents of the employee or the employee's spouse.

H. **Parenthood Leave:** See Appendix I for information concerning Parenthood Leave.

Section 5. Statutory Leaves. A list of statutory leaves is contained in Appendix J. Descriptions of the following leaves are contained in Appendix J: military leave, voting time leave, emergency leave, leave to serve as an election judge, military leave, precinct caucus or convention, maternity/paternity or adoption leave, Family and Medical leave. Statutory leaves are subject to change or repeal and are not grievable or arbitrable under the provisions of Article 7 of this Agreement.

Section 6. Cancellation of Discretionary Leaves. Leaves of absence or extensions of such leaves which are subject to the discretionary authority of the Employer may be cancelled by an Appointing Authority upon reasonable written notice to the supervisor unless the Appointing Authority agrees in writing at the time the leave is granted that the leave will not be cancelled.

Section 7. Reinstatement after Leave. Any supervisor returning from an approved leave of absence of less than six (6) months, shall be entitled to return to a position in his/her former classification within thirty-five (35) miles of the former position.

For approved leaves of absence of six (6) months or more, supervisors shall be entitled to return to one of the following:

- a position in the class from which the supervisor left and within thirty-five (35) miles of the former position, or

- a vacancy in a related class, with the same range assignment as the supervisor's class, for which the supervisor is determined qualified by the employer, and within thirty-five (35) miles of the person's work location.

An employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. Failure to return to work or failure to contact the Appointing Authority about an extension prior to the end of the approved leave period shall be deemed to be a voluntary resignation.

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.

A. **Consecutive Hours.** The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods if free from work and each work shift shall include two rest periods of at least 15 minutes each which shall be included in work time. There shall be no split shifts assigned or required except as mutually agreed to by the Association and the Appointing Authority. Regularly scheduled days off shall normally be consecutive.

   Supervisors desiring to get off evening and/or night shift duty in continuous operations shall request such reassignments in writing to the Appointing Authority.

B. **Normal Work Week.** Work week is defined as a fixed, regularly recurring period of seven (7) calendar days designated by the Appointing Authority. It is recognized that because of the nature of their work, some of the supervisors covered by this Agreement may be required to work varied hours, work on holidays and weekends, making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one day sometimes impossible. Insofar as practicable and without reducing the efficiency of work performance, supervisors are expected to complete normal routine work within a normal work day.

Supervisor's hours may be adjusted in accordance with circumstances and with the approval of the immediate superior.

C. **Overtime Rates.**

1. Supervisors assigned to Progression Code 2 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 the seven (7) day work week. 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 the seven (7) day work week. 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.

D. **Liquidation of Overtime.**

1. **General.** At the supervisor's option, overtime hours shall be paid in cash or assigned to a compensatory bank. Supervisors shall elect each pay period whether all overtime hours earned in that pay period shall be paid in cash or assigned to a compensatory bank. This decision shall be recorded on the timesheet each pay period. Should a supervisor fail to indicate on the time report, liquidation shall be in cash.

2. **Compensatory Bank.**

   a) **Size of Bank.** The maximum amount of hours that may be in the compensatory bank at any given time is one hundred twenty (120) hours.

   b) **Hours Worked in Excess of Bank.** All overtime hours worked over the maximum amount of hours in b-1 shall be compensated in cash.

3. **Cash Liquidation.** Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it is earned. Supervisors who choose cash liquidation may still use compensatory time within the same work week/applicable work period. Overtime earned for work on a holiday shall be paid in cash.

4. **Compensatory Time Liquidation in Cash.** At the option of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash at the beginning of the pay periods closest to January 1st, April 1st, July 1st and October 1st, with thirty (30) calendar days advance written notice to the Association. Such liquidation shall be done in a uniform manner for all supervisors of the seniority unit. Such liquidation shall be at the supervisor's then current rate of pay.

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

   A supervisor transferring to the service of another Appointing Authority, accepting a position not represented by the Association, or placed on permanent layoff, shall have unused compensatory time paid in cash at the supervisor's then current rate of pay. A supervisor placed on seasonal layoff may have unused compensatory time paid in cash, at the option of the supervisor.

   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 regular rate of pay as of the date of payment, whichever is greater.

5. **Use of Compensatory Time.** Supervisors requesting compensatory time off with fourteen (14) or more calendar days notice to the Appointing Authority shall be permitted to use such time if it does not unduly disrupt the operations of the Appointing Authority, or require payment of additional salary costs. Requests for use of compensatory time off with less than fourteen (14) calendar days notice to the Appointing Authority or for weekend shifts may be granted at the discretion of the Appointing Authority.

   The Appointing Authority may schedule compensatory time off for a supervisor with more than forty (40) hours in the compensatory bank by providing him/her no less than fourteen (14) calendar days notice prior to the specified scheduled time off. The supervisor may not be scheduled below forty (40) hours.

   Compensatory time may be granted in increments of one-half (1/2) hour or more. Compensatory time scheduled off by the Appointing Authority shall be in increments of at least the supervisor's normal work day. Overtime earned for work on a holiday shall be paid in cash.

   Supervisors shall not be permitted to use compensatory time or scheduled to use compensatory time if use will result in the denial of a request to have a holiday off, a denial of a vacation request, or a denial of a discretionary leave request in Article 10.

   If it is necessary to limit the number of supervisors in a work unit using compensatory time at the same time, conflicts shall be resolved on the basis of State Seniority within or among class(es) as determined by the Appointing Authority.

   DNR supervisors who work overtime hours on out-of-state firefighting shall be paid in cash only.

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 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.

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 and compensatory time taken shall be considered hours worked for purposes of this section. Paid vacation, sick leave 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 forty (40) 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 liquidated in leave or converted to deferred compensation (as described in Section 3 below) only and shall terminate if the supervisor leaves his/her seniority unit.

Section 3. Compensatory Bank. A supervisor may choose to convert some or all of his/her 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 forty (40).

Section 4. Call Back. Any continuous operations supervisor, or any supervisor in an emergency situation, called back to work after his/her regularly scheduled shift shall be paid a minimum of two (2) 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.

Section 5. 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 he/she 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 fifty dollars ($50) for twenty-four (24) hour period or part thereof, not to exceed a maximum of three hundred fifty dollars ($350) per week.

Section 6. Flex-Time. Upon agreement of the supervisor's immediate supervisor, an individual flex-time schedule may be established.

ARTICLE 12 - SENIORITY

Section 1. Seniority. For purposes of this Article, seniority is defined as follows:

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

B. **Classification Seniority.** "Classification Seniority" is defined as the length of service in a specific job classification within the bargaining unit, beginning with the date an employee starts to serve a probationary appointment.

   Classification Seniority shall be interrupted only by separation because of resignation, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

C. **Bumping, Demotions, Transfers.** When a supervisor exercises bumping rights, or is demoting, or is transferring within the bargaining unit, Classification Seniority in the class to which the supervisor is bumping or is demoting, or is transferring shall include Classification Seniority in all related higher or equally paid classes in which the supervisor has served.

   Time in a related higher or equally paid class outside of the bargaining unit shall not be used for purposes of bumping back into the bargaining unit. Upon return to the bargaining unit, all time in higher or equally paid classes in the managerial or confidential units shall be credited to a supervisor's Classification Seniority.

D. **Provisional Appointments.** In the case of a supervisor working under a provisional appointment, Classification Seniority shall be credited back to the date of hire at the time a supervisor begins to serve a probationary period in a related classification.

E. **Related Classes.** "Related Classes" are those classes which are similar in the nature and character of the work performed and which require similar qualifications.

F. **Seniority Units.** "Seniority Unit" is defined as set forth in Appendix A.

Section 2. Seniority Rosters. No later than November 30 of each year, the Appointing Authority shall prepare the roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Association Executive Director and one (1) copy to the designated Association Representative in the seniority unit. Such rosters shall be based on transactions occurring up to and through the pay period closest to October 31 of each year. The rosters shall list each supervisor and manager with supervisory seniority in the order of Classification Seniority and reflect each supervisor's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the supervisor previously served.

The rosters shall also identify the type of appointment if other than full-time unlimited.

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

Section 3. Appeals. Supervisors may raise disputes about the seniority roster at any time. Such disagreements shall be limited to changes since the previous listing.

ARTICLE 13 - LAYOFF AND RECALL

Section 1. Layoff. 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.

Section 2. Layoff Mitigation Measures. When an Appointing Authority initiates a reorganization planning process or management study which may result in layoff, the Appointing Authority will meet and confer with the Association during the planning phase and again during the implementation phase. The Appointing Authority and the Association shall enter into negotiations regarding a Memorandum of Understanding upon the request of either party to modify this Agreement regarding the implementation plans which shall include, but are not limited to the following:

- length of the layoff notice;
- jobs and re-training opportunities;
- alternative placement methods;
- early retirement options pursuant to M.S. 43A.24, Subd. 2(i);
- paid release time to seek other employment;
- claiming rights;
- other methods of mitigating layoffs or their effect on supervisors.

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 Association and the Association Executive Director of the classifications and number of positions to be eliminated at least thirty (30) calendar days if practicable, but at least twenty-one (21) calendar days prior to the effective date of the layoff. At least twenty-one (21) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) 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.

Section 4. Out-of-Seniority Order Layoff. A more senior supervisor in the same classification may be laid off out of seniority order upon his/her request and the approval of the Appointing Authority. By so requesting layoff, the supervisor waives his/her rights in Sections 3, 7 and 8 (in current or different agencies), but maintains the option to have his/her name placed on the layoff list for the class from which the supervisor is laid off.

Section 5. Limited Interruptions of Employment. Any interruption in employment not in excess of ten (10) consecutive working days, because of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons, shall not be considered a layoff.

In the event limited interruptions of employment occur, full-time supervisors shall, upon request, be entitled to advance of hours in order to provide the supervisor with up to eighty (80) hours of earnings for a pay period. Advance of hours shall be allowed up to the maximum number of hours of a supervisor's accumulated and unused vacation leave. If a supervisor elects to draw such advances, the supervisor shall not be permitted to reduce his/her vacation accumulation below the total hours advanced. However, except as provided below, no supervisor after the first six (6) months of continuous service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the supervisor has been advanced under this Section.

The Appointing Authority may require that supervisors use compensatory time before use of vacation or supervisors may elect no pay. Other than full-time unlimited supervisors may use compensatory time during a limited interruption. With the approval of the supervisor's superior, the supervisor shall have the right to make the hours up.

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

However, such advances shall not apply when the limited interruption is the result of a shortage of funds.

Section 6. Subcontracting. In the event the Appointing Authority finds it necessary to subcontract out work now being performed by supervisors that may result in a displacement of supervisors, the Association shall be notified no less than ninety (90) calendar days in advance. During this ninety (90) day period, the Appointing Authority shall meet with the Association and discuss ways and means of minimizing any impact the subcontracting may have on the supervisors.

Section 7. Layoff. The Appointing Authority shall designate the position(s) in the class/class option which is to be eliminated.

If there is a vacancy within thirty-five (35) miles in the same class (or class option or another option within that class for which the supervisor is determined by the employer to be qualified), seniority unit, and employment condition as the position to be eliminated, the Appointing Authority shall reassign the supervisor holding the position to be eliminated to that vacancy provided the supervisor is qualified for the position.

If there is no such vacancy, the supervisor may exercise the following options in the order set forth below. In lieu of the following options, a supervisor may elect to accept a vacancy in the same seniority unit, in the same class/class option or in an equal or lower class/class option (in which the supervisor has previously served or for which the supervisor is determined by the Employer to be qualified) or in an equal or lesser employment condition.

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

1. Bump the least senior supervisor occupying a position in the same class (or class option or another option within that class for which the supervisor is determined by the employer to be qualified), seniority unit, and employment condition within thirty-five (35) miles of the supervisor's work location provided the supervisor is qualified for the position.

2. Bump the least senior supervisor occupying a position in the same class (or class option or another option within that class for which the supervisor is determined by the employer to be qualified), seniority unit, and employment condition more than thirty-five (35) miles from the supervisor's work location provided the supervisor is qualified for the position.

3. Bump the least senior supervisor occupying a position in the same seniority unit and employment condition in an equal or lower class (or class option) in which the supervisor most recently served (or another option within that class for which the supervisor is determined by the employer to be qualified) within thirty-five (35) miles of the supervisor's work location provided the supervisor is qualified for the position.

4. Bump the least senior supervisor occupying a position in the same seniority unit and employment condition in an equal or lower class (or class option) in which the supervisor most recently served (or another option within that class for which the supervisor is determined by the employer to be qualified) more than thirty-five (35) miles from the supervisor's work location provided the supervisor is qualified for the position.

If none of the preceding exist or if the supervisor chooses not to accept the preceding, the supervisor shall be laid off.

A supervisor who does not have sufficient Classification Seniority to bump into a previous class shall not forfeit the right to exercise Classification Seniority in bumping into the next previously held class/class option.

Qualified means that the supervisor meets the registration requirements and reasonably meets the experience and/or educational requirements for the position or that the supervisor meets the registration requirements and previously served in any permanent appointment in the class (or class option) in the Agency, except as otherwise required by State or federal rule or law. The Employer's determinations of classification/class option qualification are not grievable nor arbitrable, but the Appointing Authority's determinations of position qualification are grievable and arbitrable.

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 for purposes of layoff.

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

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) 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 on page 164 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.

Section 9. Layoff Lists.

A. **Seniority Unit Layoff List.** The names of supervisors who have been laid off or reallocated downward to a class in a lower salary range or supervisors who have accepted a demotion or who have accepted a transfer to a non-supervisory class in lieu of layoff shall be automatically placed on a Seniority Unit Layoff List for the seniority unit, classification/class option, geographic location and employment condition from which they were laid off, reallocated downward or bumped in the order of their Classification Seniority. Supervisors may also indicate, in writing on a document provided by the Appointing Authority, other geographic locations for which they are available. Names shall be retained on the Seniority Unit Layoff List for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of four (4) years. The supervisor may change his/her availability by notifying Minnesota Management & Budget in writing.

B. **Bargaining Unit Layoff List/Same Classification.** The names of such supervisors shall also be placed on a Bargaining Unit Layoff List/Same Classification for the bargaining unit, classification/class option, geographic location and employment condition from which they were laid off or bumped in the order of Classification Seniority. Names shall be retained on the Bargaining Unit Layoff List/Same Classification for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of four (4) years.

   When a supervisor's name is placed on the Bargaining Unit Layoff List/Same Classification, the supervisor shall indicate in writing the geographic location(s) for which he/she would accept recall. The supervisor may change his/her availability by notifying Minnesota Management & Budget in writing.

C. **Bargaining Unit Layoff List/Other Classifications.** The supervisor who has been laid off, reallocated, demoted to a class in a lower salary range or who has accepted a demotion in lieu of layoff may also designate in writing other equal or lower bargaining unit classification(s) in which he/she previously served. His/her name shall then be placed on the Bargaining Unit Layoff List/Other Classifications for those classes/class options in order of Classification Seniority. The names shall remain on the list for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of four (4) years.

   When a supervisor's name is placed on the Bargaining Unit Layoff List/Other Classifications, the supervisor shall indicate in writing the geographic location(s) for which he/she would accept recall. The supervisor may change his/her availability by notifying Minnesota Management & Budget in writing.

The provisions of Sections 9 (B) and (C) shall not apply to supervisors on seasonal layoff.

Section 10. Recall.

A. Supervisors shall be recalled from layoff in the order in which their names appear on the layoff list(s) as specified in Section 9, above, provided the supervisor is qualified for the position.

B. Seasonal supervisors shall be recalled in the order in which their names appear on the seasonal list for the seniority unit and principal place of employment from which they were laid off.

C. A supervisor shall be notified of recall by personal notice or certified mail (return receipt required) 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) 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 his/her current address.

D. The Appointing Authority may temporarily assign supervisor(s) to any vacancies or openings to fulfill operating requirements during the period while the recall process is taking place.

Section 11. Removal From Layoff Lists. Supervisors shall be removed from all layoff lists for any of the following reasons:

A. Recall to a permanent position from the Seniority Unit Layoff List or Bargaining Unit Layoff List/Same Classification. In the event that a supervisor is recalled to a seniority unit other than the one from which he/she was laid off, and the supervisor does not successfully complete the probationary period, such supervisor's name shall be restored to the original Seniority Unit Layoff List for the remainder of the time period originally provided in Section 8A.

When a supervisor is recalled from the Bargaining Unit Layoff List/Other Classification, his/her name shall remain on other layoff lists.

B. Failure to accept recall to a permanent position within thirty-five (35) miles of the supervisor's previous work location.

C. Failure to accept recall to a permanent position in a geographic location more than thirty-five (35) miles from the supervisor's previous work location, except that the supervisor will remain on the Seniority Unit Layoff List for recall to a position within thirty-five (35) miles of the supervisor's previous work location.

D. Appointment to a permanent position in a class which is equal to or higher than the one from which the supervisor was laid off. However, supervisors who transfer to a non-supervisory class in lieu of layoff shall not be removed from the layoff list. They shall remain on the layoff list for the supervisory class from which they were laid off, until they are recalled to an equal supervisory position or meet one of the criteria in Section 10 above.

E. Resignation, retirement or termination from State service.

Section 12. Exclusions. The provisions of this Article shall not apply to unclassified supervisors.

ARTICLE 14 - FILLING OF POSITIONS

Section 1. Vacancies. A vacancy is defined as a permanent position in the classified service which the Appointing Authority determines to fill. A vacancy is not created by reallocation, unless the incumbent fails to qualify for appointment to the new class.

Prior to filling a vacancy by other means, the Appointing Authority shall reassign a supervisor who has received notice of layoff, to the vacant position if the vacant position is within thirty-five (35) miles in the same class (or class option or another option within that class for which supervisor is determined by the Employer to be qualified), seniority unit, and employment condition as the position to be eliminated.

Section 2. Job Posting. Whenever a vacancy occurs, it shall be posted within the seniority unit for ten (10) calendar days so that qualified supervisors in the same classification may indicate their desire to be considered for the position. The posting shall include the classification/class option, a brief description of the position and the required qualifications. A copy of each posting shall be sent to the MMA Office at the time of the posting. If the ten (10) calendar day posting ends on a weekend or holiday, the expiration date shall be the day following the weekend or holiday. For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of vacancies or copies of job postings for other seniority units within the agency.

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

Section 3. Filling of Vacancies. 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 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.

If a Seniority Unit Layoff List exists for the classification, seniority unit, geographic location, and employment condition, selection shall then be made from qualified supervisors on that list.

If the vacancy is not filled by the Seniority Unit Layoff List, it may be filled by a qualified supervisor exercising claiming rights. Such supervisor 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 current Appointing Authority determines to fill.

If the vacancy remains unfilled and other layoff lists exist for that classification and that geographic location and employment condition, the Appointing Authority shall either:

1) transfer or promote a current non-probationary permanent supervisory bargaining unit employee, or

2) recall a qualified supervisor from the following layoff lists in the order set forth below:

   A. Bargaining Unit Layoff List/Same Classification

      When recalling from a Bargaining Unit Layoff List/Same Classification, those agencies with multiple seniority units (Education, Corrections, Human Services, MnSCU, Veterans Homes Board) shall recall a qualified supervisor from another seniority unit within that agency before recalling a supervisor from a different agency.

   B. Bargaining Unit Layoff List/Other Classification

If the vacancy is not filled by the use of a layoff list for that classification, geographic location, and employment condition, or by transfer or promotion as noted above, the Appointing Authority may fill the vacancy by the use of any of the following methods:

1. multi-source recruitment selection system
2. voluntary demotion
3. voluntary transfer
4. reinstatement
5. other: any other appointment procedure pursuant to statute.

Section 4. Promotional Ratings. Promotional ratings required by the Employer in conjunction with an selection process shall be prepared for each supervisor who is a candidate for that selection process in an objective manner. No supervisor will be rated by a superior who is an applicant for the same selection process. Prior to being processed by the Appointing Authority, the supervisor's final rating shall be discussed with the supervisor by the superior who signs the rating form and a signed copy of the rating shall be furnished to the supervisor.

Section 5. Transfers Between Agencies. Supervisors may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which they wish to transfer with a copy to the Personnel Office 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.

ARTICLE 15 - PROBATIONARY PERIOD

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

Half to Full-Time positions	Six calendar months
Less than Half-Time positions	Twelve 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 nine (9) 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 unpaid leaves of absence 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 placed on a layoff prior to the completion of their probationary period shall be required to complete the probationary period upon return from the layoff.

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 he/she was laid off.

Section 2. Noncertification. If the Appointing Authority decides a supervisor cannot successfully complete the probationary period as provided above, such supervisor shall not be certified. However, if the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, the Appointing Authority may extend the probationary period up to three (3) months. The supervisor will be notified in writing of any extension, with a copy to the Association, prior to the end of the initial probationary period.

Probationary supervisors serving a probationary period may upon request meet with the Appointing Authority, with or without the Association representative, to discuss the non-certification decision.

Supervisors who have permanent status in another classification who fail to be certified in a subsequent probationary period may upon request have a meeting with the Appointing Authority, with or without the Association representative, to discuss the non-certification decision.

Upon request, such supervisors shall be given the reason for the non-certification.

The provisions of Article 6 and Article 7 shall not apply to supervisors serving in an initial probationary period. Additionally, permanent supervisors serving a subsequent probationary period cannot use Article 7 to appeal a non-certification decision.

Section 3. Trial Period. Supervisors serving a probationary period pursuant to this Article shall have a trial period of two (2) calendar weeks for the purpose of evaluation. During this trial period, the supervisor may elect to return to his/her former position. In the event a supervisor does not successfully complete the remaining probationary period after the two (2) calendar week trial period, the supervisor shall be restored to his/her former position, if vacant. If such vacancy does not exist, the supervisor shall be restored to a vacant position in his/her former classification/class option within the agency and geographic area from which the supervisor came. If no such vacancy exists, the supervisor shall be restored to a position in his/her former classification and agency.

ARTICLE 16 - WAGES

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

Section 2. Progression. No salary increases shall be granted to supervisors with anniversary dates from July 1, 2009 through June 30, 2010. All increases authorized by this Section shall be effective 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 his/her performance is not grievable/arbitrable; however, the withholding of a step increase is grievable/arbitrable.

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

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

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

B. **Progression for Supervisors Assigned to Progression Code 2, as Identified in Appendix F.** Advancement from step one to step two and from step two to step three shall occur semi-annually. Supervisors at or beyond the third step shall advance to the next higher step in their salary range annually until the maximum rate of pay is attained.

Section 3. 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 his/her 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.

Section 4. Salary Upon Class Change.

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

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

C. **Voluntary Demotion for Other than Cause.** A supervisor who takes a voluntary demotion or a demotion in lieu of layoff shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the supervisor's salary shall be adjusted to the new maximum. However, a supervisor may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Minnesota Management & Budget.

D. **Demotion for Cause.** A supervisor who is demoted for cause shall receive a salary rate within the range for the class to which he/she is demoted.

E. **Reallocation.** 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 in the new class and shall retain his/her current salary. In addition, the supervisor shall receive any across the board or conversion increases as provided by this Agreement.

If the incumbent of a position which is reallocated to a higher classification receives a probationary appointment to the reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after Minnesota Management & Budget receives a reallocation request determined by Minnesota Management & Budget to be properly documented, and the payment shall continue from that date until the effective date of the probationary appointment.

Such payment does not apply to reallocations resulting from department or division or group studies initiated by Minnesota Management & Budget or the Appointing Authority. The Commissioner of Minnesota Management & Budget shall determine when such payment is appropriate.

F. **Non-certification during Probationary Period.** A supervisor who is not certified to permanent status and returns to his/her former class shall have his/her salary restored to the same rate of pay the supervisor would have received had he/she remained in the former class.

Section 5. Shift Differential. The shift differential for supervisors working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be sixty-five cents ($.65) per hour for all hours worked on that shift. 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.

Section 6. 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 higher than the supervisor's current salary, whichever is greater. When a supervisor is assigned to serve in a class for which he/she is on a layoff list, the supervisor shall be paid as provided above or the maximum step previously achieved by the supervisor, whichever is greater.

Section 7. Severance Pay. All supervisors who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation except for discharge for just cause from State service. Supervisors with less than twenty (20) years continuous State service shall receive severance pay upon retirement at or after age 65; death; or layoff, except for seasonal layoffs. Supervisors who retire from State service after ten (10) years of continuous service and who are immediately entitled at the time of retirement to receive an annuity under a State retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Certain supervisors shall have their severance pay converted to a Health Care Savings Plan. See Article 16, Section 10.

Severance pay shall be equal to thirty-five (35) 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.

Section 8. Health Care Savings Plan. The following supervisors shall have one hundred percent (100%) of severance pay and one hundred percent (100%) of vacation payout 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 or whose severance and vacation payouts 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.

Section 9. Injured on Duty Pay. A supervisor who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person, or which is incurred while attempting to apprehend or take into custody such person shall receive compensation in an amount equal to the difference between the supervisor's regular rate of pay and benefits paid under Workers' Compensation, without deduction from the supervisor's accrued sick leave.

Such compensation shall not exceed an amount equal to two hundred forty (240) times the supervisor's regular hourly rate of pay per disabling injury.

Section 10. Health and Dental Premium Accounts. The Employer agrees to provide insurance eligible supervisors with the option to pay for the supervisor portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 11. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible supervisors to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to maximum of five thousand dollars ($5,000.00) per calendar year.

Section 12. Dependent Care Expense Account. The Employer agrees to provide insurance eligible supervisors with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

Section 13. 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. 352.96 or a tax-sheltered annuity contract as permitted by M.S. 356.24, subd. 1, paragraph 4. The state-paid contribution shall be in an amount matching supervisor contributions on a dollar for dollar basis, not to exceed three hundred dollars ($300) 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.

ARTICLE 17 - INSURANCE

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

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

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

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

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

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

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

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

4. **Retired Supervisors**. A supervisor who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

   Consistent with M.S. 43A.27, Subdivision 3, a retired supervisor of the State who receives an annuity under a State retirement program may continue to participate in the health and dental coverages offered through the Group Insurance Program. Retiree coverage must be coordinated with Medicare.

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

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

2. **Children and Grandchildren**. An eligible supervisor's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a handicapped child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of developmental cognitive disability, mental illness or physical disability and is chiefly dependent on the supervisor for support. The handicapped dependent shall be eligible to continue coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the supervisor's prior Employer.

   "Dependent Child" includes a supervisor's: (1) biological child, (2) child legally adopted by or placed for adoption with the supervisor, (3) foster child, and (4) step-child. To be considered a dependent child, a foster child must be dependent on the supervisor for his/her principal support and maintenance and be placed by the court in the custody of the supervisor. To be considered a dependent child, a step child must maintain residence with the supervisor and be dependent upon the supervisor for his/her principal support and maintenance.

   "Dependent Grandchild" includes a supervisor's: (1) grandchild placed in the legal custody of the supervisor, (2) grandchild legally adopted by the supervisor or placed for adoption with the supervisor, or (3) grandchild who is the dependent child of the supervisor's unmarried dependent child. Under (1) and (3) above, the grandchild must be dependent upon the supervisor for principal support and maintenance and live with the supervisor.

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

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

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

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

A. **Full Employer Contribution - Basic Eligibility**. The following supervisors covered by this Agreement receive the full Employer Contribution:

1. Supervisors who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.

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

B. **Partial Employer Contribution - Basic Eligibility**. The following supervisors covered by this Agreement receive the full Employer Contribution for basic life coverage, and at the supervisor's option, a partial Employer Contribution for health and dental coverages. The partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution.

1. **Part-time Supervisors**. Supervisors who hold part-time, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.

2. **Seasonal Supervisors**. Seasonal supervisors who are scheduled to work at least 1044 hours over a period of any twelve (12) consecutive months.

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

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

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

The calculation in determining the six (6) month duration of eligibility for an employer contribution begins on the date the supervisor is permanently laid off and is no longer actively employed by the Employer. In the event the supervisor, while on permanent layoff, is rehired to any state job classification, the supervisor shall continue to receive the employer contribution toward the six (6) months of employer-paid insurance.

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

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

4. **Corrections Early Retirement Incentive**.

   a. Effective October 24, 2007, any supervisor who attains the age of fifty-five (55) and is covered by the Correctional Early Retirement Plan may opt during the pay period of their fifty-fifth (55th) birthday or any pay period thereafter to take advantage of the early retirement incentive.

      Any supervisor covered by the Correctional Early Retirement Plan who retires prior to October 24, 2007 may take advantage of the early retirement incentive provided such supervisor retires in the pay period in which he/she attains the age of fifty-five (55).

      A supervisor attaining the age of fifty-five (55) prior to October 24, 2007 and who elected not to retire during the pay period in which they turned fifty-five (55) are no longer eligible for this benefit.

      Supervisors exercising this option must be eligible for insurance coverage under the provisions of this Article and shall be provided with health and dental insurance which the supervisor was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement. Supervisors eligible to receive an Employer Contribution for medical and dental coverage immediately prior to taking advantage of the early retirement incentive shall continue to receive an Employer Contribution as set forth below for themselves and their enrolled dependents until the supervisor attains the age of sixty-five (65). A supervisor who retires with no Employer Contribution for dependent coverage or who terminates dependent coverage following retirement, shall not subsequently be eligible for a contribution for dependent coverage. Receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the required premium.

   b. Any supervisor who attains the age of fifty (50) after the effective date and before the expiration date of the contract and who is covered by the Correctional Pre Fifty-five (55) Early Retirement Plan may opt during any pay period between that in which his/her fiftieth (50th) birthday occurs through the pay period in which his/her fifty-fifth (55th) birthday occurs, to take advantage of the pre fifty-five (55) early retirement incentive.

Supervisors exercising this option must be eligible for insurance coverage under the provisions of this Article and shall be provided with health and dental insurance which the supervisor was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement. Supervisors eligible to receive an Employer Contribution for health and dental coverage immediately prior to taking advantage of the early retirement incentive shall continue to receive an Employer Contribution as set forth below for themselves and their enrolled dependents until the supervisor attains the age of sixty-five (65). A supervisor who retires with no Employer Contribution for dependent coverage or who terminates dependent coverage following retirement, shall not subsequently be eligible for a contribution for dependent coverage. Receipt of pre fifty-five (55) early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the required premium.

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

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

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

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

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

4. A supervisor who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

Section 4. Amount of Employer Contribution. For supervisors eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2010. The Employer Contribution amounts and rules in effect on June 30, 2009 will continue through December 31, 2009.

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

1. **Supervisor Coverage**. For supervisor health coverage, the Employer contributes an amount equal to one hundred (100) percent of the supervisor-only premium of Minnesota Advantage Health Plan (Advantage).

2. **Dependent Coverage**. For dependent health coverage for the 2010 and 2011 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the dependent premium of Advantage.

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

1. **Supervisor Coverage**. For supervisor dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the supervisor premium of the State Dental Plan, or the actual supervisor premium of the dental plan chosen by the supervisor. However, for calendar years beginning January 1, 2010, and January 1, 2011, the minimum supervisor contribution shall be five dollars ($5.00) per month.

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

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

Section 5. Coverage Changes and Effective Dates.

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

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

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

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

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

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

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

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

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

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

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

   d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, marital status, or other similar circumstances.

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

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

   g. Family Medical Leave Act (FMLA) leave.

   h. Judgments, decrees or orders.

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

j. Open enrollment under the plan of another Employer.

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

l. A COBRA-qualifying event.

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

n. Entitlement to Medicare or Medicaid.

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

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

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

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

C. **Effective Date of Coverage**.

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

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

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

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

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

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

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

D. **Open Enrollment**.

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

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

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

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

Section 6. Basic Coverages.

A. Supervisor and Family Health Coverage.

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

2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2009 through December 31, 2009, health coverage under the SEGIP will continue at the level in effect on June 30, 2009. Effective January 1, 2010, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

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

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

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

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

      4) **Advantage Benefit Chart for Services Incurred During Plan Years 2010 and 2011.**

2010 and 2011 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	$50/$100	$140/$280	$350/$700	$600/$1,200
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) $17 2) $22	1) $22 2) $27	1) $27 2) $32	1) $37 2) $42
Convenience Clinic (deductible waived)	$10	$10	$10	$10
Emergency room copay	$75	$75	$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays • Per inpatient admission (waived for admission to Center of Excellence)	$85	$180	$450	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
• Per outpatient surgery	$55	$110	$220	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	5%	10%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum

2010 and 2011 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: $10 Tier 2: $16 Tier 3: $36	Tier 1: $10 Tier 2: $16 Tier 3: $36	Tier 1: $10 Tier 2: $16 Tier 3: $36	Tier 1: $10 Tier 2: $16 Tier 3: $36
Maximum drug out-of-pocket limit (S/F)	$800/$1,600	$800/$1,600	$800/$1,600	$800/$1,600
Maximum non-drug out-of-pocket limit (S/F)	$1,100/$2,200	$1,100/$2,200	$1,100/$2,200	$1,100/$2,200

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

c. **Services received from, or authorized by, a primary care physician within the primary care clinic**. Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

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

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

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

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

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

e. **Prescription drugs**.

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

For each year of the contract:

Tier 1 copayment: Ten dollar ($10) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: Sixteen dollar ($16) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: Thirty-six dollar ($36) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

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

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

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

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

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

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

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

1) Mental health services – inpatient or outpatient.

2) Chemical dependency services – inpatient and outpatient.

3) Chiropractic services.

4) Transplant coverage.

5) Cardiac services.

6) Home infusion therapy.

7) Hospice.

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

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

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

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

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

j. **Lifetime maximums and non-prescription out-of-pocket maximums**. Coverage under Advantage is not subject to a per person lifetime maximum. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars ($1,100) per person or two thousand two hundred dollars ($2,200) per family.

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

3. **Benefit Level Two Health Care Network Determination**. Issues regarding the health care networks for the 2011 insurance year shall be negotiated in accordance with the following procedures:

a. At least twelve (12) weeks prior to the open enrollment period for the 2011 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2010 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

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

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

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

a. **Develop programs**.

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

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

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

c. **Supervisor participation**. The Employer will assist supervisors' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the supervisor's absence and the availability of funds. Supervisors are eligible for release time, tuition reimbursement, or a pro rata combination of both. Supervisors may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Supervisors may be granted release time, including the travel time, in lieu of reimbursement.

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

6. **Post Retirement Health Care Benefit**. Supervisors who retire on or after January 1, 2008, shall be entitled to a contribution of two hundred fifty dollars ($250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan, if at the time of retirement the supervisor is entitled to an annuity under a State retirement program. A supervisor who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar ($250) contribution to the MSRS Health Care Savings Plan. Supervisors are eligible for this benefit only once.

B. **Supervisor Life Coverage**.

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

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

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

Section 7. Optional Coverages.

A. **Supervisor and Family Dental Coverage**.

1. **Coverage Options**. Eligible supervisors may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6B2.

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

   a. **Copayments**. Effective January 1, 2010, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

Service	In-Network	Out-of-Network
Diagnostic/Preventive	100%	50% after deductible
Fillings	60% after deductible	50% after deductible
Endodontics	60% after deductible	50% after deductible
Periodontics	60% after deductible	50% after deductible
Oral Surgery	60% after deductible	50% after deductible
Crowns	60% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible
Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics*	50% after deductible	50% after deductible

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

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

   c. **Annual maximums**. State Dental Plan coverage is subject to a one thousand dollar ($1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

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

B. **Life Coverage**.

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

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

3. **Children/Grandchildren**. A supervisor may purchase life insurance in the amount of ten thousand dollars ($10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). For a new supervisor, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section 5C. A supervisor who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.

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

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

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

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

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

C. **Disability Coverage**.

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

2. **Long-term Disability Coverage**. Supervisors newly hired into state service may enroll in long-term disability insurance by their initial effective date of coverage. Supervisors who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. The terms are the same as for supervisors who wish to add/increase during the annual open enrollment. During open enrollment only, a supervisor may purchase long-term disability coverage that provides benefits of from three hundred dollars ($300) to seven thousand dollars ($7,000) per month, based on the supervisor's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Supervisors should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars ($300) or fifteen (15) per cent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the supervisor becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

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

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

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

ARTICLE 18 - EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and a supervisor is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the Supervisor at the then current IRS reimbursement rate for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the supervisor, mileage shall be paid at the rate of seven (7) cents less than the IRS rate on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the supervisor's residence, shall be shown separately on the supervisor's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A supervisor shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

When the supervisor does not report to the permanent work location (office) during the day or makes business calls before or after reporting to the office, the allowable mileage is: (1) the lesser of the mileage from the supervisor's residence to the first stop or from the office to the first stop, (2) all mileage between points visited on state business during the day, and (3) the lesser of the mileage from the last stop to the supervisor's residence or from the last stop to the office.

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

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

Reimbursement for use of a motorcycle on official State business shall be at a rate of fifteen (15) cents per mile.

The Appointing Authority may authorize travel in personal aircraft and when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at the IRS privately owned aircraft mileage rate.

Section 4. Overnight Travel. Supervisors in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Supervisors in travel status in excess on one (I) week without returning home shall be allowed actual cost not to exceed $16.00 per week for laundry and/or dry cleaning for each week after the first week. Actual personal telephone call charges shall be reimbursed. Documentation is not required; however, an Agency may, at its discretion, request documentation of charges to be reimbursed. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three ($3.00) dollars.

Section 5. Meal Allowances. Supervisors assigned to be in travel status between the supervisor's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals including a reasonable gratuity under the following conditions:

A. **Breakfast.**

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

B. **Noon Meal.**

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

C. **Dinner.**

Dinner reimbursement may be claimed only if the supervisor is away from his/her home station in a travel status overnight or is required to remain in a travel status until after 7:00 p.m.

D. **Reimbursement Amount.**

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

Breakfast - $ 7.00
Lunch - $ 9.00
Dinner - $15.00

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

Breakfast - $ 8.00
Lunch - $10.00
Dinner - $17.00

The metropolitan areas are:

Metropolitan Area	Counties Included
Atlanta	Clayton, De Kalb, Fulton, Cobb and Gwinett Counties
Baltimore	Baltimore and Harford
Boston	Suffolk County
Chicago	Du Page, Cook and Lake Counties
Cleveland	Cuyahoga County
Dallas/Fort Worth	Dallas and Tarrant Counties
Denver	Denver, Adams, Arapahoe and Jefferson Counties

Detroit	Wayne County
Hartford	Hartford and Middlesex Counties
Houston	Harris County; LBJ Space Center and Ellington AFB
Kansas City	Johnson and Wyandotte (see also Kansas City, MO)
Kansas City	Clay, Jackson and Platte (see also Kansas City, KS)
Los Angeles	Los Angeles, Kern, Orange and Ventura Counties; Edwards AFB; Naval Weapons Center and Ordinance Test Station
Miami	Dade County
New Orleans	Parishes of Jefferson, Orleans, Plaquemines and St. Bernard
New York City	The Boroughs of the Bronx, Brooklyn, Manhattan, Queens, Staten Island and Nassau and Suffolk and Bergen, NJ Counties
Philadelphia	Philadelphia County and the City of Bala Cynwyd in Montgomery County
Portland	Multnomah
St. Louis	St. Charles and St. Louis
San Diego	San Diego County
San Francisco	The counties of San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda, Santa Barbara
Seattle	King County
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 shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement amount for the eligible meals.

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars ($50.00), provided the supervisor makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made the payroll period nearest to the date the expense reports are submitted to the Appointing Authority. Supervisors may request a State issued credit card. If the supervisor receives such a card, the Appointing Authority and the supervisor may mutually agree to use the card in place of an advance.

ARTICLE 19 - RELOCATION EXPENSES

Section 1. Eligibility. When it has been determined by the Appointing Authority that a supervisor is required to be transferred or reassigned to a different work station, the cost of moving the supervisor shall be paid by the Appointing Authority.

When a supervisor must change residence as a condition of employment or in order to accept an appointment at a higher salary range offered by a Department, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accordance with the provisions of this Article.

Supervisors who are reassigned, transferred, or demoted to vacant positions in their State agency due to the abolishment (including transfer to another governmental jurisdiction or a private enterprise), removal to a new location, or removal to another State agency of all or a major portion of the operations of their Appointing Authority shall receive relocation expenses in accordance with the provisions of this Article. Supervisors who are demoted during their probationary period, after their two (2) calendar week trial period, shall receive those relocation expenses provided in Section 2, Paragraphs C and D, of this Article.

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

Discretionary Reimbursement. The sending or receiving Appointing Authority may, at its sole discretion, reimburse relocation expenses to eligible supervisors who:

1. claim a vacant position in another Seniority Unit, as provided in Article 13, Section 8;
2. are recalled to a new work location from a Seniority Unit or Bargaining Unit Layoff List; or
3. request a voluntary transfer, demotion or reassignment.

The Appointing Authority may limit the type and/or amount of reimbursement but may not exceed the provisions of Section 2.

Relocation Expenses. If the application of Section 7 of Article 13 requires a supervisor to change residence and such change meets the thirty-five (35) mile requirements provided for in this Article, Relocation Expenses, the supervisor shall be eligible for payment of relocation expenses consistent with this Article, provided the supervisor cannot fill any vacancy or bump into a position within thirty-five (35) miles of the supervisor's current work location.

Employees who transfer or demote across seniority units to avoid layoff or bumping are not eligible for relocation expenses. However, at its sole discretion, the laying off Appointing Authority may pay relocation expenses.

No reimbursement for relocation expenses will be allowed unless the change of residence is completed within twelve (12) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

A. **Travel Status.** Supervisors eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days or until the date of the move to the new permanent residence, whichever comes first, and shall be allowed standard travel expenses, at the Appointing Authority's discretion, either to:

   1) travel between their permanent residence and their new work station on a daily basis; or,

   2) be lodged at their new work station and be allowed to return to their permanent residence once a week. In the use of this option, standard travel expenses for the supervisor's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

   At its discretion, the Appointing Authority may extend travel status expenses up to an additional ninety (90) calendar days.

B. **Temporary Living Expenses**. A supervisor in travel status may be reimbursed for the short-term rental of an apartment, house or other residence instead of being reimbursed for hotel or motel room rental, with the written approval of the Appointing Authority, provided that the rental rate for the alternative housing is less than or comparable to hotel or motel rates and provided that the rental residence is available to all potential renters.

C. **Realtor's Commission.** Realtor's commission for the sale of the supervisor's domicile, in the amount of up to $10,000, shall be paid by the Appointing Authority. Payments over ten thousand dollars ($10,000) and up to fifteen thousand dollars ($15,000) are to be made at the discretion of the Appointing Authority. The exercise of this discretion is not grievable.

D. **Moving Expenses.** The Appointing Authority shall pay the cost of moving and packing the supervisor's household goods. The supervisor shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the supervisor's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the supervisor's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.

E. **Miscellaneous Expenses.** The supervisor shall be reimbursed up to a maximum of $1,000 for the necessary miscellaneous expenses directly related to the move. At their sole discretion, Appointing Authorities may authorize payment of additional relocation expenses incurred as the result of the work-related move up to the amount of $785. These expenses may include, but are not limited to, such items as: disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the cost of moving up to two (2) automobiles, the reasonable transportation costs of the supervisor's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article 18 (Expense Allowances), or other direct costs associated with rental or purchase or sale of another residence including but not limited to attorney fees, loan origination fees, abstract fees, title insurance premium, appraisal fees, credit report fees, government recording and transfer fees, fees for inspections or other services required by law or local ordinances. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

In addition, payment of loan origination fees, not to exceed 1% of mortgage up to $1,000, may be authorized.

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

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

The decision to grant the additional $785 and the loan origination fee shall not be grievable.

F. **Other Expenses.** Expenses covered by this subpart may be paid where the supervisor is relocating from a depressed housing market, where the costs of relocating prevent the supervisor from accepting the position, or where the Appointing Authority has identified other reasons restricting its ability to select the desired supervisor to fill the position.

ARTICLE 20 - HOUSING

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

In the event the Appointing Authority determines that a supervisor shall no longer reside or is no longer required to reside in a State-owned residence, the supervisor shall receive a reasonable period of notice of not less than six (6) months. However, the six (6) month time period shall not apply in the following situations:

1. A supervisor resigns, retires, or is terminated from State service; or

2. A supervisor accepts a different position in State service that does not require that he/she live in the State housing.

However, for a Department of Natural Resources supervisor who does not have first priority to reside in a State-owned residence, the notification period shall be determined by mutual agreement of the Appointing Authority and that supervisor. In the absence of such mutual agreement, the Appointing Authority shall determine the appropriate notification period.

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

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

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

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

Section 4. Housing Allowance for Chaplains. The Employer agrees to designate to employees in the job classification of Chaplain Supervisor the sum of $15,000 of salary per year as a parsonage allowance. Chaplains working less than full-time shall receive a pro rata portion of the designated sum.

ARTICLE 21 - UNIFORMS

The Appointing Authority agrees to maintain its current practice of providing clothing or a clothing allowance to supervisors who are required to wear uniforms as a condition of employment.

Notwithstanding the above, the Appointing Authority shall furnish each supervisor in the Department of Natural Resources uniforms as provided for in Appendix E, Section G.

ARTICLE 22 - SUPERVISOR RIGHTS

Section 1. Membership Dues. In each fiscal year, the Appointing Authority may reimburse each supervisor in the bargaining unit for membership dues paid to professional organizations related to the supervisor's job, up to a cumulative maximum of two hundred fifty dollars ($250.00). However, the Appointing Authority shall not reimburse membership dues to a supervisor for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of supervisors with the Employer.

Section 2. Performance Evaluation. The Appointing Authority agrees that, at least annually, a performance evaluation shall be conducted between the supervisor and the person(s) designated by the Appointing Authority to evaluate the supervisor's performance. If the supervisor disagrees with the performance evaluation, the supervisor can express his/her disagreement with the evaluation and attach it to the evaluation form and place it in the file.

Section 3. Supervisor Training.

A. **Assigned Training.** When the Appointing Authority assigns a supervisor to training and/or developmental activities, such activities shall be considered to be work assignments. Release time and reimbursement for tuition and expenses shall be in accord with the applicable Administrative Procedure on job-related training and with this Agreement.

B. **Non-Assigned Training.** The Appointing Authority may approve release time and reimbursement for non-assigned training in accord with the applicable Administrative Procedure on employee training. Any expenses for reimbursements shall be in accord with this Agreement.

ARTICLE 23 - SAFETY

Section 1. General Policy. It shall be the policy of the Employer that the safety of supervisors, the protection of work areas, adequate training and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. It shall also be the responsibility of all supervisors to cooperate in programs to promote safety, to comply with rules promulgated to ensure safety and to properly use all safety devices in accordance with recognized safety procedures.

Section 2. Safety Committee. The Appointing Authority shall allow at least one supervisor to participate on its joint safety committee, if such a committee exists.

Section 3. Safety Equipment and Protective Clothing. Any protective equipment or clothing, e.g., safety glasses or other types of eye protection (including prescription lenses and frames when required), safety helmets, safety vests, welding gloves and aprons, safety shoes, ear protection, etc., shall be provided and maintained by the Appointing Authority whenever such equipment is required as a condition of employment either by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration.

ARTICLE 24 - WORK RULES

The Appointing Authority shall have the right to make and enforce reasonable work rules affecting terms and conditions of employment. Such work rules shall be uniformly applied and shall not be in conflict with the provisions of this Agreement. The Appointing Authority shall discuss the changes in new or amended work rules with the Association, explaining the need therefore, and shall allow the Association reasonable opportunity to express its view prior to placing the work rules in effect. Work rules will be labeled as new or amended and shall be posted on appropriate bulletin boards as far in advance of their effective date as practicable.

ARTICLE 25 - VOLUNTARY REDUCTION IN HOURS

The Appointing Authority may allow a supervisor to take an unpaid leave of absence if the Appointing Authority determines that the following conditions are met:

1. an existing or projected budget deficit exists;
2. granting an unpaid leave of absence would alleviate the projected budget deficit;
3. staffing needs can continue to be met; and
4. other unpaid leaves of absence, other than personal leave, are not applicable to the situation.

A supervisor taking a leave of absence under this Article shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the supervisor had been actually employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.

ARTICLE 26 - SAVINGS CLAUSE

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

If any provision or portion of this Agreement is prevented from being put into effect because of applicable legislative action, Executive Order or regulation dealing with wage and price controls, then only such specific provision or portion specified in such decisions shall be invalid, the remainder of this Agreement continuing in full force and effect for the term of the Agreement. Provided, however, any provision of this Agreement so prevented from being put into effect shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement or any extension thereof.

ARTICLE 27 - COMPLETE AGREEMENT AND WAIVER CLAUSE

Both parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule, or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 28 - LABOR/MANAGEMENT COMMITTEE

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

Section 2. Committee. The Committee shall be composed of no more than five (5) representatives each from the Employer and the Association. The Committee shall meet at least monthly or as mutually agreed.

The purpose of the Committee shall be to identify and address issues of mutual concern, such as child care, safety, affirmative action, parking, and issues of local concern.

The Committee shall have the right to establish subcommittees on specific issues. These subcommittees may include Employer and Association representatives not on the full Committee. The full Committee shall be responsible for coordinating the activities of the subcommittees which shall keep the full Committee informed of its actions.

ARTICLE 29 - DURATION

The provisions of this Agreement shall become effective the 1st day of July, 2009, subject to the acceptance of the Eighty-Sixth (86th) session of the Legislature or the Legislative Joint Sub-Committee on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 2011.

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

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

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

In Witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives this 25th day of June, 2009.

FOR THE ASSOCIATION

Karen Wagner
President

Lawrence Nicholson
Vice President

Milo Degeest
Secretary

Kathy Smith
Treasurer

Michael Bona
Executive Director

Ronald Rollins
Association Counsel

FOR THE EMPLOYER

Tom J. Hanson
Commissioner

Paul A. Larson
Assistant Commissioner

Carolyn Trevis
Assistant State Negotiator

Rebecca Wodziak
Labor Relations Representative Principal

Chad Thuet
Assistant State Negotiator

APPENDIX A

Below is a list of seniority units for Unit 16, Supervisors, as of the effective date of this Agreement.

State Agency	Seniority Unit
Abstractor's Board of Examiners	Statewide
Accountancy Board	Statewide
Administration	Statewide
Administrative Hearings, Office of	Statewide
Agriculture	Statewide
Animal Health Board	Statewide
Architecture, Engineering, Land Surveying and Landscape Architecture Board	Statewide
Attorney General	Statewide
Auditor	Statewide
Barber and Cosmetologist Exam Board	Statewide
Campaign Finance & Public Disclosure Board	Statewide
Capitol Area Architectural and Planning Board	Statewide
Chicano/Latino People's Affairs Council	Statewide
Chiropractic Examiners Board	Statewide
Commerce	Statewide
Corrections	MCF-Togo MCF-Willow River/Moose Lake MCF-Faribault MCF-Shakopee MCF-Lino Lakes MCF-Red Wing MCF-St. Cloud MCF-Stillwater MCF-Oak Park Heights MCF-Rush City Central Office and Community Services County Probation Supervisors (Statewide)
Council on Black Minnesotans	Statewide

Council on Disability	Statewide
Dentistry Board	Statewide
Education	Central Office (State Board - including the MN Academic Excellence Foundation
Emergency Medical Services Regulatory Board	Statewide
Employment & Economic Development	Statewide
Explore Minnesota Tourism	Statewide
Gambling Control Board	Statewide
Health	Statewide
Higher Education Facilities Authority	Statewide
Housing Finance Agency	Statewide
Human Rights	Statewide
Human Services	Ah-Gwah-Ching Center Anoka Metro Regional Treatment Center Brainerd Regional Human Services Center (including SOCS) EMSOC/METO/Cambridge Regional Human Services Center Fergus Falls Regional Treatment Center (including SOCS) Moose Lake State Operated Services, Including Minnesota Sexual Psychopathic Personality Treatment Center St. Peter Regional Treatment Center St. Peter Security Hospital Willmar Regional Treatment Center (including SOCS) Central Office
Indian Affairs Council	Statewide
Investment Board	Statewide
Iron Range Resources	Statewide
Labor and Industry	Statewide
Medical Practice Board	Statewide
Military Affairs	Statewide
Minnesota Management & Budget	Statewide

Minnesota State Academies	Statewide
Minnesota State Colleges & Universities	
	Alexandria Technical College Anoka Technical College Anoka-Ramsey Community College (Cambridge, Coon Rapids) Bemidji State University Central Lakes College (Brainerd/Staples Campuses) Century College Dakota County Technical College Fond du Lac Tribal & Community College Hennepin Technical College (Brooklyn Park, Eden Prairie, Hopkins, Plymouth) Hibbing Community College(including Paulucci Space Theatre) Inver Hills Community College Itasca Community College Lake Superior College Mesabi Range Community & Technical College Metropolitan State University (St. Paul, Midway, Minneapolis) Minneapolis Community & Technical College including the Aviation Center, Eden Prairie Minnesota State College-Southeast Technical-Red Wing Minnesota State College-Southeast Technical-Winona Minnesota State Community and Technical College-Detroit Lakes Minnesota State Community and Technical College-Fergus Falls Minnesota State Community and Technical College-Moorhead Minnesota State Community and Technical College-Wadena (including Perham Administrative Office) Minnesota State University, Mankato Minnesota State University, Moorhead Minnesota West Community and Technical College-Canby including Marshall Minnesota West Community and Technical College-Granite Falls Minnesota West Community and Technical College-Jackson Minnesota West Community and Technical College-Pipestone Minnesota West Community and Technical College-Worthington Normandale Community College North Hennepin Community College

	Northland Community & Technical College (Thief River Falls) Northwest Technical College-Bemidji Office of the Chancellor (St. Paul) Pine Technical College Rainy River Community College Ridgewater College-Hutchinson Ridgewater College-Willmar Riverland Community College – A Community & Technical College including Albert Lea, Austin, Blooming Prairie, Hayfield, Kenyon, Kingsland in Spring Valley, Lewiston, Owatonna, Red Wing, Southland in Adams, Spring Grove, and Leroy Ostrander Rochester Community & Technical College St. Cloud State University St. Cloud Technical College St. Paul College South Central College-Faribault Campus South Central College-Mankato/North Mankato Southwest State University Vermilion Community College Winona State University
Minnesota State Lottery	Statewide
Minnesota State Retirement System	Statewide
Natural Resources	Statewide
Nursing Board	Statewide
Nursing Home Administrators Examiners Board	Statewide
Office of Enterprise Technology	Statewide
Ombudsman for Mental Health and Developmental Disabilities	Statewide
Optometry Board	Statewide
Peace Officers Standards and Training Board	Statewide
Perpich Center for Arts Education	Statewide
Pharmacy Board	Statewide
Podiatry Board	Statewide
Pollution Control Agency	Statewide
Psychology Board	Statewide

Public Employee's Retirement Assoc.	Statewide
Public Safety	Statewide
Public Utilities Commission	Statewide
Revenue	Statewide
Secretary of State	Statewide
Sentencing Guidelines Commission	Statewide
Social Work Board	Statewide
Tax Court	Statewide
Teachers Retirement Association	Statewide
Transportation	Statewide
Veterans Affairs, Department of Veterans Home - Fergus Falls	Statewide Veterans Home - Hastings and Minneapolis Veterans Home - Luverne Veterans Home - Silver Bay
Veterinary Medicine Board	Statewide
Water and Soil Resources Board	Statewide
Zoological Gardens	Statewide

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

APPENDIX B - PRORATED HOLIDAY SCHEDULE

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

Hours that would have been worked during the pay period had there been no holiday	Holiday hours earned for each holiday in the pay period.
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 72½	7
At least 72½	8

APPENDIX C - PRORATED VACATION SCHEDULE

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

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

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 19 years	After 19 thru 24 years	After 24 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½, but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½, but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½, but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½, but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½, but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½, but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

APPENDIX D - PRORATED SICK LEAVE SCHEDULE

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

HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD

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

APPENDIX E

The Employer and Association agree to supplement and/or modify the 2009-2011 Agreement as noted below.

A. **Minnesota Academies (Blind and Deaf)**

Layoff and Recall

Article 13, Section 7 shall be supplemented and/or modified as follows:

Summer School. The Appointing Authority shall notify all supervisors of all summer school openings. A supervisor may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the supervisor. Once the supervisor elects to sign the waiver of recall, such supervisor shall not be able to exercise his/her seniority rights for recall for the duration of the summer school. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Association and the supervisor.

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

Layoff and Recall

Article 13, Section 4 shall be supplemented and/or modified as follows:

Supervisors shall be permitted to extend their work season beyond the specified date of their layoff by the use of accumulated vacation and such extension of time shall not be considered a violation of the inverse seniority provisions of the layoff.

For supervisors engaged in an academic year, prior to June 1 of each year, supervisors shall designate the amount of vacation leave hours to be used. For supervisors engaged in summer school, prior to July 1 of each year, supervisors shall designate the amount of vacation leave hours to be used. Use of vacation leave hours shall be consecutive. Use of such accumulated vacation leave shall not entitle supervisors for holiday pay eligibility or conversion of vacation leave to sick leave.

On-Call

Article 11, Section 4 shall be supplemented and/or modified as follows:

A supervisor who is not on-call, but receives a work-related telephone call(s) between the hours of 11:00 p.m. and 8:00 a.m. shall receive a minimum of one (1) hour of compensatory time. If a supervisor provides telephone assistance for more than one (1) hour during this time period, the supervisor can add the actual time worked beyond the one (1) hour minimum rounded upward to the nearest half (1/2) hour or hour, whichever is applicable.

A supervisor who is placed on-call shall have the choice of receiving on-call pay in cash or in compensatory time. If a supervisor elects to be paid in cash, payment will be per the Master Agreement language. If a supervisor elects to be paid in compensatory time, it will be calculated by dividing the twenty-four (24)-hour period rate ($50), or the maximum weekly rate ($350) by the supervisor's current salary rate, rounding upward to the nearest half (1/2) hour or hour, whichever is applicable.

The twenty-four (24)-hour period rate and the maximum weekly rate referred to above are subject to change in the event that the corresponding rates in Article 11, Section 4 change.

The compensatory bank for supervisors in salary range 19 and above shall normally not exceed eighty (80) hours; however, the Appointing Authority may increase this amount in extraordinary circumstances.

B. **Department of Corrections**

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a Department of Corrections Facility shall receive a holiday premium of $30.00 for each four (4) hours or portion thereof worked up to a maximum of $60.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

Weekend Coverage

Supervisors in the classification of Corrections Lieutenant who are assigned to rotating weekend coverage, may carry the hours earned as a result of that assignment for three (3) additional pay periods for use by the end of the third (3rd) payroll period.

Seniority Credit for Trainee Time and Effect on Future Vacation Accrual

1. In the case of an employee in a trainee classification or an employee working under a provisional appointment, Classification Seniority shall be credited to the date of hire at the time an employee begins to serve a probationary period in a related classification.

2. It is understood by the parties hereto that pre-service Correctional Officer trainee service and any other Department of Corrections trainee service that is unbroken and precedes a probationary appointment does not apply toward vacation or sick leave accumulation under Article 8, Vacation and Sick Leave, except as modified below.

3. The Appointing Authority agrees that for the purpose of determining an employee's length of service credits for vacation accruals, the Appointing Authority shall use the date the employee was appointed to a trainee classification provided there was not a break in service between the trainee appointment and a probationary appointment. This provision shall be prospective only, and it shall only apply to changes and rates of accrual that may occur in the future.

Notice of Shift Change

Article 11, Section 1(A) shall be supplemented as follows:

For informational purposes and where practicable, the Appointing Authorities of facilities within the Department of Corrections agree that when supervisors in the classification Corrections Lieutenant are required to change shifts on a permanent basis, such change shall be posted 30 calendar days in advance of occurrence. Further, when the above supervisors are required to change shifts on a temporary basis such change shall be posted 14 calendar days in advance of occurrence.

In the event that the Appointing Authority changes a Corrections Lieutenant's scheduled shift with less than fourteen (14) calendar days notice, the Corrections Lieutenant shall receive twenty dollars ($20.00) for each shift changed. A Corrections Lieutenant shall not receive penalty pay for overtime hours worked.

On-Call Institutions

Article 11, Hours of Work and Overtime, Section 5, On-Call is modified or supplemented as follows:

A supervisor in any institution of the Minnesota Department of Corrections (including an OSI Supervisor) who is instructed by his/her superior to remain in an on-call status shall receive ten (10) hours of compensation for being in on-call status for a seven (7) day period or part thereof. Such compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor. An additional four (4) hours of compensatory overtime shall be granted for each legal holiday that occurs within the seven (7) day period. A floating holiday does not count for purposes of incurring the four hours compensation.

An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.

For the period of July 1, 2009 – June 30, 2011, supervisors at MCF-Togo shall not be subject to the provisions of this supplemental agreement. For such period of time supervisors at MCF-Togo shall be subject to Article 11, Section 4 of the master agreement.

On-Call - Field Services

Article 11, Hours of Work and Overtime, Section 5, On-Call is modified or supplemented as follows:

A supervisor in Field Services of the Minnesota Department of Corrections who is instructed by his/her supervisor to remain in an "on-call" status shall receive twenty-one (21) hours of compensation for being in "on-call" status for a seven (7) day period or part thereof. Such compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor. An additional six (6) hours of compensatory overtime shall be granted for each legal holiday that occurs within the seven (7) day period. A floating holiday does not count for purposes of incurring the six (6) hours of compensation.

A supervisor who is instructed to be in "on-call" status is not required to remain at a fixed location but is required to leave word where he/she may be reached.

Compensation for Officiating

Article 16, Wages, shall be modified and supplemented in the following manner:

1. The employees who officiate competitive sports events between residents as an extra-duty event shall be reimbursed at the rate of a flat $10.00 per game.

2. The parties recognize that employees performing these occupational or sporadic employment duties will not have these hours counted as hours worked for purposes of determining eligibility for overtime either under Article 16 of the Agreement or under federal law.

Overnight Activities

For all supervisors assigned to overnight activities which include the supervision of residents/inmates when such assignments are twenty four (24) consecutive hours shall be sixteen (16) hours of straight time for each twenty four (24) hour period.

Uniforms

At the request of either party, the parties shall meet and confer on the topic of uniforms.

Corrections Infection Control Coordinator Differential

The Department of Corrections shall pay up to an additional twelve (12) percent of the base salary of a Registered Nurse Supervisor or Registered Nurse Administrative Supervisor who is assigned additional, department-wide responsibilities pertaining to infection control coordination. Selection of the supervisor to whom the duties are assigned is at the discretion of the department and the department may end or reassign the responsibilities at any time.

Religious Activities Coordinator Differential

The Department of Corrections shall pay up to an additional twelve (12) percent of the base salary of a Chaplain Supervisor who is assigned additional, department-wide responsibilities pertaining to religious activities coordination. Selection of the supervisor to whom the duties are assigned is at the discretion of the department and the department may end or reassign the responsibilities at any time.

FORMER COUNTY PROBATION SUPERVISORS RIGHTS WITHIN STATE.

The Master Agreement is supplemented by the following for county probation supervisors who became state employees by a transfer under the provisions of Minnesota Statutes 260.311, subdivision 1, paragraph a, clause 4. These provisions are effective for County Probation Supervisors transferring on or after January 1, 1987.

A. **SENIORITY.** Article 12 of the Master Agreement is supplemented by the following:

State and Classification Seniority for former county probation supervisors shall be calculated as provided in the master agreement. Where a tie exists between two (2) or more former employees from the same county probation department, it shall be broken using the employees' length of service in their former county probation department. Any remaining ties shall be broken by drawing lots. The seniority roster shall reflect such employees length of service with the county probation department.

B. **SICK LEAVE.** Article 8, Section 4 of the Master Agreement shall be amended as follows:

Employees transferring to state service under the statute cited above shall transfer accumulations of sick leave from county service. No additional accrual will occur until the former county employee's sick leave accrual total falls below the maximum permitted by the Master Agreement.

C. **ANNUAL LEAVE.** Article 8, Section 1 of the Master Agreement shall be amended as follows:

Employees transferring to state service under the statute cited above shall transfer accumulations of annual leave from county service. No additional accrual will occur until a former county employee's annual leave accrual total falls below the maximum permitted by the Master Agreement. Service with the former county employer shall count as time worked for purposes of determining rates of accrual.

D. **FILLING OF VACANCIES.** Article 14 of the Master Agreement shall be supplemented as follows:

A transferring county employee to state service shall serve a probationary period of six (6) months. Article 15 applies to any non-certification decision by the Employer. After utilizing the provision of the Article, a non-certified employee may, within ten (10) days, appeal to the Commissioner of Minnesota Management & Budget for a hearing. The Commissioner may uphold the non-certification decision, extend the probation period, or certify the employee. The decision of the Commissioner of Minnesota Management & Budget is final and not arbitrable.

Early Retirement Incentive for Supervisors in the State Patrol Retirement Fund

This Early Retirement Incentive will apply to supervisors who occupy certain positions in the Department of Corrections. The Early Retirement Incentive will apply only to supervisors currently in the State Patrol Retirement Fund; who are and who supervise licensed peace officers, and whose successors will remain eligible for inclusion into the State Patrol Retirement Fund.

A. **Early Retirement Incentive**. This incentive is available to supervisors who are at least fifty-five (55) years of age and covered by the State Patrol Retirement Fund (M.S. 352B) and are eligible for annuity. Supervisors who meet these criteria and retire at or after age fifty-five (55), shall be entitled to receive an Employer contribution toward health and dental insurance coverage in accordance with the following:

- Subject to the provisions set forth in paragraph C, supervisors will accrue ten percent (10%) credit for each twelve (12) months that the supervisor is in active payroll status in a position covered by the State Patrol Retirement Fund and in which the supervisor and the Employer made the statutorily required retirement contributions.

- In the final year prior to their retirement or in the first year of employment in a position covered by the State Patrol Retirement Fund, if a supervisor has more than six (6) months of active payroll status during a twelve- (12) month period, he/she shall be credited with the full ten percent (10%) for that twelve (12) months. If the supervisor has less than six (6) months of active payroll status during a twelve- (12) month period, the supervisor shall receive no credit for that twelve (12) months.

- Total credit for all years of service will not exceed one hundred percent (100%).

- If a supervisor has less than one hundred percent (100%) credit, the appropriate percentage times the monthly Employer contribution for health and dental insurance applicable to the supervisor at the time of retirement is the monthly amount paid by the Employer until the supervisor reaches age sixty-five (65). The supervisor shall pay the remaining monthly portion.

- If the supervisor has one hundred percent (100%) credit, the Employer shall pay the full Employer contribution for health and dental insurance as specified in Article 17, until the supervisor reaches age sixty-five (65). The supervisor shall be responsible for payment of the employee contribution.

B. **Pre-Fifty-Five Early Retirement Incentive**. This incentive is available to supervisors who are covered by the State Patrol Retirement Fund and retire, at or after age fifty (50) and before age fifty-five (55). The Employer contribution for the pre-fifty-five retirement incentive shall be equal to one hundred and twenty (120) times the amount of the monthly Employer contribution for health and dental insurance applicable to the supervisor at the time of retirement times the percentage calculated as follows:

- Subject to the provisions in paragraph C, supervisors will accrue ten percent (10%) credit for each twelve (12) months that the supervisor is in active payroll status in a position covered by the State Patrol Retirement Fund and in which the supervisor and the Employer made the statutorily required retirement contributions.

- In the final year prior to their retirement or in the first year of employment in a position covered by the State Patrol Retirement Fund, if a supervisor has more than six (6) months of active payroll status during a twelve- (12) month period, he/she shall be credited with the full ten percent (10%) for that twelve (12) months. If a supervisor has less than six (6) months of active payroll status during a twelve- (12) month period, the supervisor shall receive no credit for that twelve (12) months.

- Total credit for all years of service will not exceed one hundred percent (100%). The result of the above calculation divided by the number of months until the supervisor reaches age sixty-five (65) is the amount of the monthly Employer contribution until the supervisor reaches age sixty-five (65). The supervisor shall pay the remaining monthly portion.

C. **Conditions for the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive**. The supervisor must be in a position covered by the State Patrol Retirement Fund for a minimum of five (5) consecutive years prior to the time of retiring and, during the five (5) years, the supervisor and the Employer were paying the statutorily required contributions to the State Patrol Retirement Fund.

However, supervisors remain eligible for the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive if, as a result of a workers' compensation injury, they must move from a position covered by the State Patrol Retirement Fund to a State position covered by any other State retirement plan. Such supervisors must retire from a position in State service and are subject to all other requirements and conditions of the Early Retirement Incentive or Pre-Fifty-Five Retirement Incentive. The agency in which the workers' compensation injury occurred shall be responsible for paying any Employer contribution under this provision.

Under all conditions, the supervisor must be receiving an Employer contribution for health and dental coverage at the time of retirement.

A supervisor who retires with no Employer contribution for dependent coverage or who terminates dependent coverage following the retirement shall not subsequently be eligible for an Employer contribution for dependent coverage.

Receipt of retirement insurance benefits is dependent on the supervisor completing all required forms and continuing to pay any required premium.

Supervisors eligible to receive an Employer contribution for health and dental insurance coverage shall continue to receive the coverage to which the supervisor was entitled at the time of retirement until he/she reaches age sixty-five (65), subject to any changes in coverage in accordance with this or any subsequent Collective Bargaining Agreement.

Liquidation of Compensatory Banks

Once per fiscal year, the Appointing Authority will determine if compensatory banks will be liquidated. If liquidated and with thirty (30) calendar day advance written notice to the Association, the Appointing Authority will offer the supervisor the option to liquidate all, or a portion of the compensatory bank up to the one hundred and twenty (120) hour maximum. This language is not intended to modify or supersede any other provisions of the Collective Bargaining Agreement.

C. **Department of Health**

On Call

Article 11, Section 4 shall be supplemented and/or modified as follows:

A supervisor in the Department of Health who volunteers to be on-call shall be considered to be on-call when the supervisor name has been posted for duty by his or her supervisor during an off-duty period to respond to public health or other emergencies and the supervisor is required to wear a paging device. A supervisor who is scheduled for on-call status is not required to remain at a fixed location but must stay within the area of the paging device.

A supervisor of the Department of Health who is on-call as defined above shall be compensated at a flat base rate of one hundred fifty dollars ($150) per week of assigned on-call duty. In addition, supervisors will be paid the following additional amounts per week based on the calls actually received and responded to during non-work hours as follows:

Supervisors will be paid ten dollars ($10.00) for each thirty (30) minutes (1/2 hour) or fraction thereof for time spent responding to calls received to a maximum of one hundred thirty dollars ($130) per week over the base rate.

Assignments made for on-call work under this provision shall be for at least one (1) full calendar week at a time.

The providing of information by telephone will not be considered as a call-back.

D. **Department of Human Services**

Officer-of-the-Day Differential

When a supervisor is assigned in writing to be on duty as officer-of-the-day for a facility or security hospital, that supervisor shall receive a differential in the amount of $1.75 per hour.

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a SOS or MSOP shall receive a holiday premium of $30.00 for each four (4) hours or portion thereof worked up to a maximum of $60.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday. A supervisor receiving a holiday premium is eligible for officer-of-the-day differential for the same hours worked.

Schedule Changes

Article 11, Section 1(A) shall be supplemented as follows:

For supervisors working in a SOS or MSOP, the Appointing Authority shall provide no less than fourteen (14) calendar days notice to the affected supervisor(s) prior to making a change in the days of work, hours of work, or the length of the work day of full-time supervisors. Further for information purposes and where practicable, the Appointing Authorities agree that when supervisors are required to change shifts on a permanent basis, such change shall be posted 30 calendar days in advance of occurrence.

If the Appointing Authority changes a supervisor's scheduled day(s) off with less than fourteen (14) calendar days notice to the affected supervisor, the supervisor shall receive $10.00 for each four (4) hours or portion thereof worked on the original day off up to a maximum of $20.00.

If the Appointing Authority changes a supervisor's scheduled hours of work by four (4) hours or more with less than fourteen (14) calendar days notice to the affected supervisor, the supervisor shall receive $10.00 for each four (4) hours or portion thereof worked outside the normally scheduled hours of work, up to a maximum of $20.00.

A supervisor receiving schedule change pay is eligible for officer-of-the-day differential for the same hours worked. A supervisor shall not receive schedule change pay for overtime hours.

On-Call/St. Peter Regional Treatment Center

Article 11, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

A supervisor who is instructed to remain in an on-call status shall be compensated for such time on the basis of fifty dollars ($50) for twenty-four (24) hour period or part thereof, not to exceed a maximum of three-hundred and fifty dollars ($350) per week. A supervisor shall have the choice of receiving on-call pay in cash or compensatory time of fifteen (15) minutes for each hour of on-call status for a twenty-four (24) hour period or part thereof, not to exceed a maximum of twelve (12) hours per week.

E. **Department of Military Affairs**

Uniforms

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority shall provide an initial clothing allowance up to four hundred twenty-five dollars ($425.00) for each Airfield Fire Fighter Assistant Chief. Upon completion of the first year of employment, and annually thereafter, the Appointing Authority will reimburse the Assistant Chief for new articles of uniform clothing purchased, not to exceed five hundred dollars ($500.00). The Assistant Chief shall be required to provide receipts before being reimbursed. Proper maintenance of uniforms shall be the Assistant Chief's responsibility.

The Appointing Authority shall have the right to set standards for the color and style of the uniforms, a reasonable level of cleanliness and a reasonable standard for the condition of the uniforms. This standard may be established locally by the Fire Chief.

Holidays

Article 9, Section 2 of the Master Agreement shall be implemented and/or modified as follows:

The provisions of this Article shall not apply to Airfield Fire Fighter Assistant Chief. However, Assistant Chiefs shall receive two (2) floating holidays per fiscal year. Floating holidays may not be accumulated and shall not be paid in cash if not used.

Vacation Accrual

Article 8, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

B. Accruals.

All eligible Assistant Chiefs shall accrue vacation pay according to the following rates:

Length of Service	Rate Per Full Payroll Period
0 through 5 years	5.5 working hours
After 5 through 8 years	6.5 working hours
After 8 through 12 years	9.5 working hours
After 12 through 19 years	10 working hours
After 19 through 24 years	10.5 working hours
After 24 through 30 years	11.5 working hours
After 30 years	12 working hours

Vacation charges for Assistant Chiefs shall be computed based on the number of hours the employee was scheduled to work on the day(s) the vacation was taken [twenty-four (24)].

Appendix C of the Master Agreement shall be supplemented and/or modified as follows:

Eligible Assistant Chiefs paid for less than a full one hundred and six (106) hour pay period shall have their vacation accruals pro-rated according to the rate table listed below:

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

Number of Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 19 years	After 19 thru 24 years	After 24 thru 30 years	After 30 years
Less than 12.5	0	0	0	0	0	0	0
At least 12.5 Less than 26	1	1.25	1.75	2	2	2.25	2.25
At least 26 Less than 39	1.25	1.75	2.25	2.75	2.75	3	3
At least 39 Less than 52.5	2	2.75	3.75	4	4	4.25	4.75
At least 52.5 Less than 65.5	2.75	3.25	4.75	5	5.25	5.75	6
At least 65.5 Less than 79	3.25	4.25	6	6.25	6.75	7.25	7.5
At least 79 Less than 92	4	5	7	7.75	8	8.5	9
At least 92 Less than 105.5	4.75	6	8.25	9	9.25	10	10.5
At least 105.5	5.5	6.5	9.5	10	10.5	11.5	12

Assistant Chiefs may accumulate unused vacation leave to a maximum of five hundred and thirty (530) hours. The five hundred and thirty (530) hours is the amount to be in place in Article 8, Section 1D and Section 3 of the Master Agreement.

Sick Leave

Article 8, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Eligible Assistant Chiefs shall accrue sick leave at the rate of five and one-half (5.5) hours per pay period of continuous employment beginning with their date of eligibility.

Appendix D of the Master Agreement shall be supplemented and/or modified as follows:

Eligible Assistant Chiefs being paid for less than a one hundred six (106) hour pay period shall have sick leave accruals pro-rated according to the rate schedule indicated below:

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

Number of Hours Worked During Pay Period	
Less than 12	0
At least 12.5 Less than 26	1
At least 26 Less than 39	1.25
At least 39 Less than 52.5	2
At least 52.5 Less than 65.5	2.75
At least 65.5 Less than 79	3.25
At least 79 Less than 92	4
At least 92 Less than 105.5	4.75
At least 105.5	5.5

Hours of Work

Article 11 of the Master Agreement shall be supplemented and/or modified as follows:

Workday. The normal workday shall consist of twenty-four (24) consecutive hours.

Work Period. The normal work period shall consist of six (6) normal work days during a fourteen (14) calendar day period.

Assistant Chiefs shall be scheduled for one (1) day off after each normal workday until six (6) normal workdays have been worked, at which time the Firefighters shall be scheduled for three (3) consecutive days off.

Overtime

Article 11 of the Master Agreement shall be supplemented and/or modified as follows:

The provisions of this Article shall not apply to Airfield Firefighters.

However, Duluth Airfield Assistant Chiefs shall have paid vacation time, paid sick leave, and paid leaves of absence considered as "time worked."

Article 11, Hours of Work and Overtime, Section 1 (D) Overtime Rates and (E) Liquidation of Overtime shall apply to Airfield Firefighters who work more than 212 hours in a four week period except for the following modifications:

Overtime hours shall be assigned to a compensatory bank.
The maximum amount of hours that may be in the compensatory bank at any given time is 480 hours.

Shift Differential

Article 16, Section 7 of the Master Agreement shall be supplemented and/or modified as follows:

The provisions of this Section shall not apply to Airfield Firefighters.

Severance Pay

With respect to Airfield Firefighter Assistant Chiefs, Article 16, Section 9 of the Master Agreement shall be modified as follows:

Severance pay shall be equal to forty (40) percent of the supervisor's first one thousand one hundred and ninety three (1193) hours of accumulated but unused sick leave, and twelve and one-half (12 ½) percent of the supervisor's accumulated but unused sick leave in excess of one thousand one hundred and ninety three (1193) hours, times the supervisor's regular rate of pay at the time of separation. Effective January 9, 2008, severance pay shall be equal to thirty-five (35) percent of the supervisor's accumulated but unused sick leave times the supervisor's regular rate of pay at the time of separation.

F. Minnesota State Colleges and Universities

1. **Tuition Waiver**. There shall be available to supervisors of the Minnesota State Colleges and Universities a tuition waiver as set forth below.

   Full-time unlimited and seasonal, and part-time unlimited and seasonal employees, upon completion of three (3) continuous years of service in the Minnesota State Colleges and Universities, shall be entitled to enroll on a space available basis in credit courses without payment of tuition and fees (except laboratory and special course fees). Such enrollment shall not exceed twenty (20) semester credits for a year. The year shall be defined as the start of the fall session through the end of summer session. The supervisor's spouse or dependent children may share this right above up to sixteen (16) semester credits with waiver of tuition only.

   Supervisors at the Co-located Colleges shall be permitted such waiver at Community Colleges, Technical Colleges, and Co-located Colleges. Supervisors at the Technical Colleges shall be permitted such tuition waiver at the Technical College or Co-located Colleges. Supervisors at the Community Colleges shall be permitted such tuition waiver at the Community or Co-located Colleges. Supervisors at the State Universities shall be permitted such tuition waiver at the State Universities. Supervisors in the MnSCU Central Office will make a choice once each contract period to use tuition waiver at one of the three (3) systems.

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

2. **Grievance Procedure**. Article 7, Section 1 shall be supplemented and/or modified as follows:

   The Association agrees to file step 2 grievance appeals with the Office of the Chancellor.

3. **Hours of Work.**

   Reduction in Hours. Supervisors and the Appointing Authority may mutually agree to reduce a full-time supervisor's hours of work. Such reduction shall not change their employment condition for purposes of bidding or layoff.

4. **Substitute Holidays.** After consultation with local Association Representative(s), College or University administrators may designate substitute holidays for those listed in Article 9 of the Master Agreement in order to conform with their academic calendars.

5. **Summer Contracts.** Summer school hours shall be assigned pursuant to Article 13, Section 9 of the Master Agreement.

6. **Parking.** The Employer agrees that all policies relating to supervisor parking in campus facilities shall be uniform for faculty and all other personnel. On campuses which have a parking committee, the Local Union shall designate a representative to the committee.

7. **Uniforms.** Supervisors who are required to wear uniforms shall receive or be reimbursed for an initial issue of four (4) properly fitting uniforms per supervisor. Thereafter, supervisors shall be permitted replacement uniforms until they are no longer required. Worn out uniforms shall be returned to the Appointing Authority.

8. **Attendance at Local Union Meetings.** Supervisors may be permitted to adjust their hours of work to permit their attendance at meetings of the Association. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

9. **State Contribution to Deferred Compensation Plan.** Article 16, Section 15 is modified as follows:

   Employer contributions to the State deferred compensation plan shall not be paid to any tax sheltered annuity contracts but shall be paid only to the deferred compensation plan authorized by M.S. 352.96. Permanent unclassified supervisors who are not eligible for the supplemental retirement account (as described in #10) are eligible for the Employer contribution to the State deferred compensation plan.

10. **Permanent Unclassified Supervisors as Per M.S. 43A.08, Subd. 1 (9).** The parties agree that an unclassified bargaining unit member is a supervisor who holds an appointment to a position in MnSCU which is statutorily unclassified. The following provisions are only applicable to unclassified supervisors.

    A. Supplemental Retirement Account Contributions. Pursuant to M.S. Sections 354C.12 and 356.24, the Employer shall deduct for eligible supervisors an amount equal to five percent (5%) of the annual salary for each eligible supervisor after the first six thousand dollars ($6,000) in a fiscal year, up to a maximum of one thousand and six hundred dollars ($1,600) to be paid into the supervisor's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. Beginning on July 1, 2008, the Employer shall deduct for eligible supervisors an amount equal to five percent (5%) of the annual salary for each eligible supervisor after the first six thousand dollars ($6,000) in a fiscal year, up to a maximum of one thousand and seven hundred dollars ($1,700) to be paid into the supervisor's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. The Employer shall make a contribution in an amount equal to the deductions made from the supervisor's salary. Deductions shall begin in the fiscal year following the supervisor's eligibility as outlined below.

       Eligible supervisors for the purposes of this section are those who:

1. occupy positions designated by MnSCU in the academic unclassified service under the provisions of M.S. Section 43A.08, Subd. 1(9); and

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

B. Discipline and Discharge. Article 6, Discipline and Discharge, shall be modified as follows:

1. Supervisors who have three (3) or more years of continuous employment in a position that is a minimum of fifty percent (50%) of a full-time equivalent position in state service:

   a. shall be eligible for all rights under Article 6, Discipline and Discharge, including "just cause" and access to the arbitration level of the grievance procedure.

C. Change in Class (Class Option) or Appointment to a Position in a Different MnSCU Appointing Authority.

Unclassified supervisors who change class (class option) or who move to another MnSCU Appointing Authority, shall be subject to a mandatory six (6) month period wherein the supervisor shall be ineligible for the provisions of 10B 1. a. above. However, by prior written notice from the Appointing Authority, the period may be eliminated or set any length of time from zero (0) to twelve (12) months. A supervisor who does not successfully complete the period shall have the following options:

1. Return to the former position if vacant or occupied by a temporary unclassified supervisor and if agreed to by the Appointing Authority.

2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.

If the supervisor is not reappointed under options 1 or 2, the supervisor's employment may be terminated.

D. Job Posting. Non-temporary MMA unclassified positions shall be posted for ten (10) calendar days for informational purposes only. No interest bidding is permitted on these unclassified positions. Supervisors shall notify the Appointing Authority that they are interested in the position(s) by written notice to the Appointing Authority's Human Resources Manager prior to the application deadline. If the supervisor meets the posted minimum qualifications of the position(s), as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. All supervisors shall be eligible for this position.

E. Notice of New Supervisory Titles/Classifications

1. The MnSCU System Office, and/or the Appointing Authority shall, in a timely manner, send the Middle Management Association (MMA) the position descriptions for all unclassified supervisory classes/titles not currently assigned to a different bargaining unit.

2. MMA may request a meeting with the appropriate representative from MnSCU within ten (10) working days of mailing or delivery of the notice. Such meeting, unless otherwise agreed by the parties, shall occur within ten (10) working days from the time of the request.

3. Positions which have gone through the process outlined in item numbers 1 and 2 above, and which remain in dispute, may be challenged by MMA filing the proper petition with the Minnesota Bureau of Mediation Services.

4. The provisions of this section shall be non-grievable and non-arbitrable except for failure to provide the information noted in number 1 above.

F. Rights of Supervisors When Appointments are Ended

1. Advance notice when position/appointment is eliminated. In the event an unclassified supervisor's position/appointment is ended by the Appointing Authority for reasons other than work performance the Appointing Authority shall notify the Association Executive Director and the supervisor(s) affected within forty-five (45) calendar days prior to the effective date.

2. Insurance eligibility. Unclassified supervisors who receive an employer contribution to health/dental insurance and whose position/appointment ends for reasons other than work performance shall remain eligible for the same employer contributions for six (6) months from the date the position/appointment ends.

3. Involuntary Separation Due to a Reduction in Force. Unclassified supervisors who are involuntarily separated due to a reduction in force shall be allowed to express interest in and interview for any unclassified vacancies posted within MnSCU for a minimum of six (6) months following the date of their separation notice. Non-selection shall not be grievable. Employees must meet the posted minimum qualifications for the position in order to be granted an interview.

11. **Technical College Transition**. The parties agree that any issues still outstanding from the July 1, 1995, transition shall be resolved in accordance with the transition language contained in the 1995-97 MnSCU supplemental agreement. The following provisions are in effect for only those supervisors who transitioned into state service on July 1, 1995, in accordance with the merger of Technical Colleges, Community Colleges and State Universities:

A. Definition of State Seniority. "State Seniority" for supervisors transferred from the Technical Colleges shall be defined as the date of first employment with the Technical College or with a member school district from which the supervisor moved or was assigned to the joint technical college district.

B. Definition of Class Seniority. "Class Seniority" for supervisors transferred from the Technical Colleges shall be July 1, 1995. If a supervisor appeals their initial classification and their class is changed, their class seniority shall be changed accordingly. A Technical College supervisor who transfers, demotes or promotes to another class or Appointing Authority after July 1, 1995, shall have class seniority in the new class determined in accordance with the Master Agreement. Supervisors who are hired or appointed after July 1, 1995, shall have their classification seniority determined in accordance with the Master Agreement.

C. Definition of Full-Time Work. Where full-time work has been defined as fewer than 40 hours per week (35 hours, 37.5 hours, etc.) supervisors will have the employment condition of part-time unlimited or part-time seasonal. Such supervisors shall not have their hours of work reduced below thirty two (32) hours per week except through layoff. Such supervisors shall be considered as full-time unlimited or full-time seasonal for purposes of layoff.

D. Definition of Base Wage. Base wage will be calculated to reflect current straight time hourly earnings. Longevity pay already being received will be calculated as part of the hourly base. If earned as lump sums, it will be converted into hourly base.

Supervisors who receive differentials will continue to receive such differentials as part of their wage. However, should these supervisor's jobs fail to meet the eligibility standards of the Master Agreement, an amount equal to the differentials of the Master Agreement will be subtracted from their base wage.

E. Leaves in Progress. Supervisors who were on an approved leave of absence on the effective date of the Master Agreement shall continue that leave under the conditions for which it was originally approved. The rights to return from or request an extension of any such leaves of absence shall be governed by the terms of the Master Agreement.

F. Full Employer Contribution. Any Technical College Supervisor who was eligible for and received a full employer contribution under their Technical college contract and who is assigned to work more than 1155 hours per year shall be eligible for the full employer insurance contribution.

G. Partial Employer Contribution. Any supervisor who was eligible for and received an employer contribution under a Technical college contract and is assigned to work at least seven hundred and seventy (770) hours per year shall be considered eligible for a partial employer contribution under the Master Agreement.

H. Movement to the Appropriate Step. Supervisors who have not had their steps adjusted in accordance with the provisions of item #20 in the 1995-1997 MnSCU/MMA supplemental agreement the following shall apply:

1. Retroactively to July 1, 1995, supervisors who have not received a step or progression increase under the provisions of a Technical College contract personnel policy between June 30, 1995 and the effective date of the Master Agreement shall be credited with up to six (6) months of satisfactory service for time worked since the last step increase awarded under a Technical College contract or compensation policy or since the date of hire into their current position, whichever is later.

2. Supervisors who have received a step or progression increase under the provisions of a Technical College contract or personnel policy between June 30, 1995, and the effective date of the Master Agreement shall begin to satisfy the service requirements for their first progression increase under the Master Agreement as of the date of that Technical College step or progression increase.

12. **Transition Agreement for Co-located or Consolidated Institutions**. The parties agree to the following terms in order to facilitate the co-locating or consolidating of certain higher education institutions. The terms of this agreement shall apply to those higher education institutions who co-locate or consolidate as a result of an action by the Minnesota State Colleges and Universities (MnSCU) Board of Trustees. This agreement can be extended to additional institutions subject to the approval of MMB, Middle Management Association (MMA) and MnSCU.

I. **General Provisions**

Section 1. Representation

Upon request of the Association, a joint Labor-Management committee shall be established at each co-locating or consolidating institution. MMA shall have representations on this committee.

Section 2. Application

Any layoffs of supervisors that arise form the consolidation of college campuses specified above shall be done in accordance with this Agreement.

Section 3. Disputes

This Agreement shall be subject to the grievance and arbitration procedures of the Master Agreement.

II. Layoffs Resulting from Merger

Section 1

The Appointing Authority of a co-located college(s) shall notify the Association in writing when it plans a reorganization resulting from the co-location of colleges. The Association and the Appointing Authority will meet to discuss the effect or impact of the reorganization on supervisors.

After the meeting, the Appointing Authority and the Association shall establish a period of insulation with a start and an end date for the reorganization to take place while certain provisions of the Master Agreement are suspended specifically:

1. During the insulation period, supervisors from outside the co-located colleges shall not have the right to claim positions at the co-located colleges;

2. Also during this period, supervisors on supervisory layoff lists other than the seniority unit layoff lists for the co-located colleges shall not have the right to recall to the co-located college;

3. Any supervisory vacancy created as a result of the reorganization referred to in the first paragraph of Section 1 above, shall be filled by one of the affected supervisors. If not filled by an affected supervisor, the suspension of contractual rights described in one and two above shall not be operative.

Section 2. At Risk Supervisors

A. The Appointing Authority shall notify supervisors who are at risk of layoff because of the co-location of colleges. These supervisors may elect one of the following options:

    1. Claiming to other institutions in the MnSCU system or other state agencies;
    2. Training opportunities;
    3. Enhanced separation option;
    4. Normal layoff options in Master Agreement.

B. The Appointing Authority shall notify supervisors who are on an approved leave of absence if they are at risk of layoff. Such notices shall be sent by certified mail. A copy of this notice shall also be sent to MMA.

C. Supervisors shall receive an approximate calculation of the employer-paid contribution to insurance based upon his/her age, eligibility, the one-time enhanced payment, education payment, and normal separation benefits under the contract.

D. Supervisors receiving notice that they are at risk of layoff must notify the Appointing Authority in writing which option they intend to pursue within fourteen (14) calendar days of receipt of that notice.

E. The Appointing Authority, with the agreement of the supervisors and MMA, may layoff supervisors out of seniority order.

F. A supervisor who selects the enhanced separation package shall be precluded from selecting a vacant position or training opportunity.

Section 3. Pay of at Risk Supervisors who Accept a Different Position in MnSCU: Pay of at risk supervisors who accept a different position in MnSCU who are receiving a rate of pay in excess of the range maximum shall not have their rate of pay reduced.

Section 4. Pay for at Risk Supervisors who Demote in Order to Avoid Layoff: If an at risk supervisor demotes in order to avoid layoff they shall continue to receive their rate of pay for two (2) years.

III. Clarification of Options for at Risk Supervisors

At risk supervisors may choose only one of the following options:

Option 1. Claiming:

At risk supervisors may "claim" vacancies in transferable classes in: 1) MnSCU, or 2) other state agencies. Staff from the Human Resource Office will place the actual job claims for supervisors.

Supervisors will have claiming rights extend to thirty (30) calendar days after the effective date of layoff. Supervisors who claim positions in other state agencies may be required to serve a new probationary period.

Option 2. Training Opportunities:

If a position has not been taken by an at risk supervisor, the Appointing Authority of the co-located college may designate a position within the college which may be filled as a "training opportunity." The training opportunity shall be offered to supervisors on the basis of MMA experimental language. In connection with a training opportunity, the following shall also apply:

A. Appointing Authorities' Responsibilities:

1. Prepare a plan with the supervisor to promote successful job performance.

2. Provide the necessary release time and pay tuition and fees for supervisors to attend required training.

B. Supervisors' Responsibilities:

1. Successfully complete the course work (with at least a grade of "C") or on-the-job training required to perform the job.

2. Supervisors will be required to complete a probationary period in their new classification. Supervisors who do not complete the probationary period are returned to layoff status.

Option 3. Enhanced Separation Package:

Supervisors may choose one of the packages listed below in addition to those rights and benefits contained in the Master Agreement.

1. A severance payment of:

   a. A lump sum payment equal to nine (9) weeks' pay at the current salary rate.
   b. Six (6) months of Employer contribution towards health/dental insurance.

2. Tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education up to the amount of the lump sum payment in 1.a. above.

IV. **Limitations**

Section 1. Restrictions on Supervisor Choice of Options:

Supervisors who fail to exercise the specific rights contained in this Agreement shall waive those rights, retaining only those rights available under the terms of the Master Agreement.

G. **Department of Natural Resources**

Seniority

Article 12, Section 2, Seniority Rosters, shall be supplemented and/or modified as follows:

No later than November 30 of each year, the Appointing Authority shall prepare and post a current seniority roster on the DNR Intranet, and shall provide one (1) printed copy to the Association Executive Director. The rosters shall list each supervisor and manager with supervisory seniority in the order of Classification Seniority and reflect each supervisor's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the supervisor previously served.

The rosters shall also identify the type of appointment if other than full-time unlimited. When two (2) or more supervisors have the same Classification Seniority dates, seniority positions shall be determined by total State Seniority. Should a tie still exist, seniority positions shall be determined by lot.

Hours of Work and Overtime

Article 11, Section 1(D), Hours of Work and Overtime shall be supplemented and/or modified as follows:

Overtime will be paid in cash at the rate of time and one-half for out-of-state fire fighting provided the out-of-state jurisdiction, state or federal, pays similar supervisory employees at the rate of time and one-half for firefighting work on the same fire. There shall be no actual rate paid at time and one-half in excess of forty dollars ($40.00) an hour.

Liquidation of Overtime

Article 11, Section 1, D4, Compensatory Time Liquidation in Cash, of the Master Agreement shall be modified as follows:

At the option of the DNR, for all supervisors assigned to Progression Codes 2 and 3 and to Progression Code 1, ranges 18 and below, all or a portion of the compensatory bank may be liquidated in cash as of the last day of the payroll period which ends closest to March 1, of each fiscal year with thirty (30) calendar days advance written notice to the Association. Such liquidation shall be done in a uniform manner for all employees of the seniority unit.

In-State Fire Fighting, Federal Jurisdiction

Overtime will be paid in cash at the rate of time and one-half for in-state fire fighting, federal jurisdiction, provided the federal jurisdiction pays similar supervisory employees at the rate of time and one-half for fire fighting work on the same fire. There shall be no actual rate paid at time and one-half in excess of forty dollars ($40.00) an hour.

In-State Fire Fighting, DNR Jurisdiction

Supervisors who are required to work on wildfire fire fighting activities will be paid in cash at the appropriate overtime rate. This provision shall not apply to the DNR Forestry Division supervisors.

Uniforms

Article 21 shall be supplemented and/or modified as follows:

The Appointing Authority shall furnish each supervisor such articles of clothing as are specified as part of the uniform valued at one hundred and seventy-five dollars ($175) annually. The Appointing Authority may approve individual increases in this amount as needed.

DNR Supervisors assigned to Group 3 under DNR Op Order #33, full-time uniform wearers shall be furnished such articles of clothing as are specified as part of the uniform valued at two hundred and sixty dollars ($260) annually.

If prices of parkas and 3-season jackets fluctuate by size and by twenty dollars ($20) or more per individual item, the Appointing Authority shall supplement the uniform allotment by the amount of the actual difference in cost that exceeds the regular price.

Insurance

Article 17, Section 3A, Insurance, shall be supplemented and/or modified as a pilot for the 2007-2009 Agreement and may be extended with the mutual agreement of both the State and the Association.

Part-time unlimited supervisors who are scheduled to work at least fifteen hundred and sixty six (1,566) hours per fiscal year are eligible for the full Employer contribution.

H. Public Employees Retirement Association (PERA)

1. Article 12, Section 1A, State Seniority, shall be defined as the length of service with PERA since the last date of hire with that organization.

2. Article 12, Section 1B, Classification Seniority, shall be defined as the length of continuous service in the position which the supervisor held on July 1, 1985.

3. Article 12, Section 1C, Continuous Service, shall be interpreted as commencing on the last date of hire with the PERA notwithstanding the provisions of M.S. 353.03 Subd. 3(a).

4. Article 8, Section 1, Vacation Accumulation, shall be modified to allow a supervisor of PERA hired before 7/1/85, and who has served a minimum of six (6) months of continuous service with PERA since his/her last date of hire to be eligible to use vacation leave after July 1, 1985.

5. Effective July 1, 1985, supervisors of PERA shall accrue vacation leave in accordance with the schedule outlined in Article 8, Section 1, Vacation Accumulation. The length of service requirement shall be in accordance with #1 above, subject to any restrictions that are found in M.S. 353.03 Subd. 3(a).

6. Effective July 1, 1985, all supervisors shall accrue sick leave in accordance with Article 8, Section 4, Sick Leave Accumulation. Any accrued balances from PERA employment prior to July 1, 1985 that are equal to or less than nine hundred (900) hours shall be transferred in total to the supervisor's sick leave account. Accrued balances in excess of nine hundred (900) hours shall be transferred to the supervisor's sick leave bank at the rate of two-fifths (2/5) of the accrued balance. The remaining three-fifths (3/5) balance shall be placed in a separate supplemental account. Such sick leave hours shall only be used for extended or catastrophic illness/accident in the event the supervisor has exhausted all other sick leave balances and only with the approval of the Commissioner of Minnesota Management & Budget upon written application of the supervisor. Any supplemental sick leave hours that may still exist at the time of the supervisor's separation from State service shall not be subject to the provisions of Article 16, Section 9, Severance Pay.

7. The Employer agrees to use the date of the supervisor's last salary increase or the date of last promotion, whichever is later, to determine the date the supervisor is next eligible for progression increases under Article 16, Section 5, Progression.

8. For those supervisors whose salaries are within the range established for their class but not on a salary range step, Article 16, Section 5, Progression, shall be modified to be consistent with the State's transfer policy until such time that the supervisor's salary rate moves on step.

9. Article 16, Section 9, Severance Pay, shall be modified to be consistent with numbers 1, 3, and 6 above.

I. Department of Public Safety

State Fire Marshal's Division

When requested by the employee, the Employer shall pay the monthly base telephone bill for the employees of the State Fire Marshal Division in the classification State Fire Safety Supervisor who work out of their home and maintain an office for state business in their residence. For the purposes of this agreement, the base telephone bill includes the basic monthly fee, touch-tone service (if a separate fee is charged), voice messaging service, and applicable taxes. It does not include supplemental services desired by the employee or long distance fees or charges. To be eligible for this reimbursement, the employee must maintain a separate telephone line for State business purposes only.

On-Call, Forensic Scientist Supervisor and Forensic Lab Assistant Director

Employees in the classifications Forensic Scientist Supervisor and Forensic Laboratory Assistant Director shall be in on-call status if the employee's supervisor has instructed the employees, in writing, to remain available to work during an off-duty period. These employees who are instructed to be in on-call status are not required to remain at a fixed location but are required to leave word where they may be reached.

Such employees who are instructed to remain in an on-call status for the purpose of serving on the Crime Scene Processing Team shall receive fifteen (15) hours of overtime compensation for being in on-call status for a seven (7) day period. An additional four (4) hours of overtime compensation shall be granted for each legal holiday that occurs within this period.

Radio Communications Supervisors

Because of the work requirements of Radio Communications Supervisors, supervisors may not be able to take a fifteen (15) minute paid rest break during each four (4) hours of regularly scheduled work. An eligible Radio Communications Supervisor who is not able to take an allowable rest break(s) because of business needs shall be entitled to cash or compensatory time off, at the supervisor's option.

Radio Communications Supervisors working in the Twin Cities Metropolitan Area shall receive a differential of two dollars ($2.00) per hour. Such differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

> A Radio Communications Supervisor shall receive a holiday premium of thirty dollars ($30.00) for each four (4) hours or portion thereof worked up to a maximum of sixty dollars ($60.00) for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

Clothing Reimbursement

Special Agents in Charge who damage personal clothing in the direct performance of law enforcement duties shall be reimbursed for the actual cost of replacing such clothing up to four hundred and fifty dollars ($450) per fiscal year after submitting a claim to and receiving approval from the Superintendent or Assistant Superintendent of the Bureau of Criminal Apprehension.

Hazardous Material Responders

Homeland Security and Emergency Management (HSEM) Division supervisors directed to be on-call as Hazardous Material Responders by their division and those supervisors deemed qualified by their division to function as a designated Hazardous Material Responder shall be paid for on-call duty as follows:

1. Department of Public Safety (DPS) Division Directors shall designate those persons deemed qualified to work as a Hazardous Material Responder.

2. Such supervisors shall be assigned specific seven (7) day duty periods. Such assignments shall be made by DPS.

3. For each seven (7) day period on-call, the supervisor shall be compensated fifteen (15) hours pay at their normal rate or fifteen (15) hours of compensatory time at the option of the supervisor. An additional four (4) hours of compensation in cash or compensatory time shall be granted for each legal holiday that occurs within this period. All compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor.

4. On-call status supervisors are to be reachable at all times for emergency and assistance calls. 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 he/she may be reached.

5. Supervisors called back shall receive cash or compensatory time in accord with Article 11 of the Master Agreement. Such compensation shall be paid in cash or credited to the supervisor's compensatory bank at the option of the supervisor.

6. Non-exempt supervisors who take telephone calls eight (8) minutes or longer while they are on-call will have the time treated as time worked.

7. Exempt supervisors who make telephone calls eight (8) minutes or longer while they are on-call shall have the ability to adjust or exchange hours in accord with Article 11 of the Master Agreement.

Commercial Vehicle Inspector Supervisors

Commercial Vehicle Inspector (CVI) Supervisors who volunteer for and are assigned to perform supervisory duties on federal programs or contracted projects including but not limited to: Federal Motor Carrier Safety Assistance Programs, Dyed Fuel Enforcement, Border Enforcement, Fatigued Driver Enforcement (FIST), Passenger Carrier Enforcement, Hazardous Material Enforcement, and the DOT Traffic Enforcement Project shall be compensated at a flat rate of thirty-nine dollars ($39.00) per hour for all hours worked. Such pay shall be paid in cash and titled Contracted Service Pay.

The federal programs and contracted projects included or excluded shall be determined solely by the Employer. Assignment to the supervisory position(s) shall be at the discretion of the Appointing Authority.

CVI Supervisors are ineligible for assignment to these projects during any hours they are taking vacation leave.

Hours worked on these voluntary assignments shall not be included as hours worked for the purpose of calculating overtime.

Public Safety Early Retirement Incentive

This Early Retirement Incentive will apply to supervisors in the classification of Special Agent in Charge, who occupy certain positions in the Department of Public Safety. The Early Retirement Incentive will apply only to supervisors currently in the State Patrol Retirement Fund; who are and who supervise licensed peace officers, and whose successors will remain eligible for inclusion into the State Patrol Retirement Fund.

A. **Early Retirement Incentive**. This incentive is available to supervisors who are at least fifty-five (55) years of age and are covered by the State Patrol Retirement Fund (M.S. 352B) and are eligible for an annuity. Supervisors who meet these criteria and retire at or after age fifty-five (55) and on or after the effective date of this MOU, shall be entitled to receive an Employer contribution toward health and dental insurance coverage in accordance with the following:

- Subject to the provisions set forth in paragraph C, supervisors will accrue ten percent (10%) credit for each twelve (12) months that the supervisor is in active payroll status in a position covered by the State Patrol Retirement Fund and in which the supervisor and the Employer made the statutorily required retirement contributions.

- In the final year prior to their retirement or in the first year of employment in a position covered by the State Patrol Retirement Fund, if a supervisor has more than six (6) months of active payroll status during a twelve- (12) month period, he/she shall be credited with the full ten percent (10%) for that twelve (12) months. If the supervisor has less than six (6) months of active payroll status during a twelve- (12) month period, the supervisor shall receive no credit for that twelve (12) months.

- Total credit for all years of service will not exceed one hundred percent (100%).

- If a supervisor has less than one hundred percent (100%) credit, the appropriate percentage times the monthly Employer contribution for health and dental insurance applicable to the supervisor at the time of retirement is the monthly amount paid by the Employer until the supervisor reaches age sixty-five (65). The supervisor shall pay the remaining monthly portion.

- If the supervisor has one hundred percent (100%) credit, the Employer shall pay the full Employer contribution for health and dental insurance as specified in Article 17, until the supervisor reaches age sixty-five (65). The supervisor shall be responsible for payment of the employee contribution.

B. **Pre-Fifty-Five Early Retirement Incentive**. This incentive is available to supervisors who are covered by the State Patrol Retirement Fund and retire on or after the effective date of this MOU, at or after age fifty (50) and before age fifty-five (55). The Employer contribution for the pre-fifty-five retirement incentive shall be equal to one hundred and twenty (120) times the amount of the monthly Employer contribution for health and dental insurance applicable to the supervisor at the time of retirement times the percentage calculated as follows:

- Subject to the provisions in paragraph C, supervisors will accrue ten percent (10%) credit for each twelve (12) months that the supervisor is in active payroll status in a position covered by the State Patrol Retirement Fund and in which the supervisor and the Employer made the statutorily required retirement contributions.

- In the final year prior to their retirement or in the first year of employment in a position covered by the State Patrol Retirement Fund, if a supervisor has more than six (6) months of active payroll status during a twelve- (12) month period, he/she shall be credited with the full ten percent (10%) for that twelve (12) months. If a supervisor has less than six (6) months of active payroll status during a twelve- (12) month period, the supervisor shall receive no credit for that twelve (12) months.

- Total credit for all years of service will not exceed one hundred percent (100%).

The result of the above calculation divided by the number of months until the supervisor reaches age sixty-five (65) is the amount of the monthly Employer contribution until the supervisor reaches age sixty-five (65). The supervisor shall pay the remaining monthly portion.

C. **Conditions for the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive.** The supervisor must be in a position covered by the State Patrol Retirement Fund for a minimum of five (5) consecutive years prior to the time of retiring and, during the five (5) years, the supervisor and the Employer were paying the statutorily required contributions to the State Patrol Retirement Fund.

However, supervisors remain eligible for the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive if, as a result of a workers' compensation injury, they must move from a position covered by the State Patrol Retirement Fund to a State position covered by any other State retirement plan. Such supervisors must retire from a position in State service and are subject to all other requirements and conditions of the Early Retirement Incentive or Pre-Fifty-Five Retirement Incentive. The agency in which the workers' compensation injury occurred shall be responsible for paying any Employer contribution under this provision.

Under all conditions, the supervisor must be receiving an Employer contribution for health and dental coverage at the time of retirement.

A supervisor who retires with no Employer contribution for dependent coverage or who terminates dependent coverage following the retirement shall not subsequently be eligible for an Employer contribution for dependent coverage.

Receipt of retirement insurance benefits is dependent on the supervisor completing all required forms and continuing to pay any required premium.

Supervisors eligible to receive an Employer contribution for health and dental insurance coverage shall continue to receive the coverage to which the supervisor was entitled at the time of retirement until he/she reaches age sixty-five (65), subject to any changes in coverage in accordance with this or any subsequent Collective Bargaining Agreement.

J. **State Auditor's Office**

CPA Examination

Dependent upon the availability of funds and the operational needs of the State Auditor's Office, the Appointing Authority may provide a lump sum payment of $1,000.00 to supervisors in the classes Local Government Auditor Principal and Local Government Auditor Director who pass all four (4) parts of the CPA examination. For supervisors in these classes who pass all four (4) parts of the CPA examination and remain employed with the State Auditor's Office for one (1) year after the date on which they received notice of passing the CPA examination, the Appointing Authority may provide an additional lump sum payment of $1,000.00.

K. **Department of Transportation**

Vehicles

Article 18, Section 2 shall be supplemented and/or modified as follows:

Supervisors notified in writing by their Transportation District Engineer or Office Director to be available to respond to work-related emergencies during hours when the supervisor is not normally working, shall be provided with a State-owned vehicle and will not be charged mileage for driving to and from their work station and their home. It is understood that the State-owned vehicle shall not be used for personal purposes.

On-Call

Article 11, Section 4 shall be modified as follows:

A supervisor who is instructed to remain in an on-call status shall be compensated for such time on the basis of fifty dollars ($50) for a twenty four (24) hour period or part thereof. Furthermore, a supervisor who is in an on-call status on a weekend or holiday shall receive an additional five ($5) dollars, or a total of fifty-five dollars ($55), for a twenty-four (24) hour period or part thereof. On-call pay shall not exceed three hundred and fifty dollars ($350) per week.

For purposes of this Article, a supervisor is eligible for weekend on-call pay if any of the on-call hours falls between midnight Friday and midnight Sunday. A supervisor is eligible to receive holiday on-call pay if any of the on-call hours fall on a calendar day which is listed as a holiday in Article 9, Section 2.

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

A supervisor shall receive a holiday premium of thirty dollars ($30.00) for each four (4) hours or portion thereof worked up to a maximum of sixty dollars ($60.00) for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday.

Winter Maintenance Schedule

Article 11, Section 1 shall be supplemented and/or modified as follows:

The Appointing Authority and the Association agree to the use of winter maintenance shifts. The Department of Transportation and the Association agree that the Appointing Authority may institute split shifts under the winter maintenance schedule.

Hours of Work and Overtime

Article 11 shall be supplemented and/or modified as follows:

The parties agree that for purposes of Article 11 (Hours of Work and Overtime) of the Agreement supervisors who were previously represented by Middle Management Association prior to July 1, 1981, shall be governed by the hours of work and overtime provisions as though they were assigned to Progression Code 1 and employed in those classes assigned to Salary Range 18.

L. Minnesota Department of Veteran's Affairs

Officer-of-the-Day Differential

When a supervisor is assigned in writing to be on duty as officer-of-the-day for an institution, that supervisor shall receive a differential in the amount of $1.75 per hour.

Work on a Holiday

Article 9, Section 5 shall be supplemented as follows:

A supervisor working in a Minnesota Veterans Home shall receive a holiday premium of $30.00 for each four (4) hours or portion thereof worked up to a maximum of $60.00 for those holiday hours specifically assigned by the supervisor's superior and worked on the holiday. A supervisor receiving a holiday premium is eligible for officer-of-the-day differential for the same hours worked.

Schedule Changes

Article 11, Section 1(A) shall be supplemented as follows:

For supervisors working in a Minnesota Veterans Home, the Appointing Authority shall provide no less than fourteen (14) calendar days notice to the affected supervisor(s) prior to making a change in the days of work, hours of work, or the length of the work day of full-time supervisors. Further for information purposes and where practicable, the Appointing Authorities agree that when supervisors are required to change shifts on a permanent basis, such change shall be posted 30 calendar days in advance of occurrence.

If the Appointing Authority changes a supervisor's scheduled day(s) off with less than fourteen (14) calendar days notice to the affected supervisor, the supervisor shall receive $10.00 for each four (4) hours or portion thereof worked on the original day off up to a maximum of $20.00.

If the Appointing Authority changes a supervisor's scheduled hours of work by four (4) hours or more with less than fourteen (14) calendar days notice to the affected supervisor, the supervisor shall receive $10.00 for each four (4) hours or portion thereof worked outside the normally scheduled hours of work, up to a maximum of $20.00.

A supervisor receiving schedule change pay is not eligible for officer-of-the-day differential for the same hours worked, nor shall a supervisor receive schedule change pay for overtime hours.

The total compensation granted supervisors assigned to overnight activities which involve the supervision of residents when such assignments are twenty-four (24) hours shall be as follows: eight (8) hours straight time, eight (8) hours at the appropriate overtime rate, and eight (8) hours at the on-call rate.

Grievances

All second step grievances shall be appealed to the Director of Human Resources.

APPENDIX F
UNIT 216 MIDDLE MANAGEMENT ASSOCIATION
CLASSES AND SALARIES AS OF JULY 1, 2009

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
000003	Accounting Director	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002094	Accounting Supervisor	16E	216	10K	1	17.53	25.08	3,050	4,364	36,603	52,367
002095	Accounting Supervisor Inter	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
001500	Accounting Supervisor Princ	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002143	Accounting Supervisor Senior	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
002096	Accounting Technician Supv	16E	216	08K	2	16.46	23.34	2,864	4,061	34,368	48,734
002185	Admin Planning Dir St	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
002372	Admin Secretary Supv	16E	216	07J	2	15.97	21.15	2,779	3,680	33,345	44,161
000987	Admin Systems Supv	16G	216	25P	1	31.19	53.33	5,427	9,279	65,125	111,353
003309	Aging Services Program Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003090	Agric Lab Sample/Info Supv	16E	216	10K	1	17.53	25.08	3,050	4,364	36,603	52,367
002869	Agric Program Supervisor	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
002870	Agric Unit Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
000019	Agronomy Services Supervisor	16E	216	14K	1	20.09	29.17	3,496	5,076	41,948	60,907
002752	Airfield Fire Fighter Asst Chf	16E	216	17D	2	22.45	25.08	3,906	4,364	46,876	52,367
000024	Appraisal Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002389	Architectural Supervisor	16E	216	26K	1	31.43	44.93	5,469	7,818	65,626	93,814
000610	Arts School Residence Director	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000097	Attorney 3	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
000101	Audit Director	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
002098	Auditor Intermediate Supv	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
002277	Auditor Principal Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002278	Auditor Senior Supervisor	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000107	Automotive Mechanic Supervisor	16E	216	14L	1	20.09	30.28	3,496	5,269	41,948	63,225
001904	Aviation Representative Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
000637	Bacteriologist Supervisor 1	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
000155	Bacteriologist Supervisor 2	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002186	Behavior Analyst 3 Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
001641	Benefit Recovery Admin Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003491	Benefit Recovery Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
003343	Braille Supervisor	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002750	Brucellosis Laboratory Supv	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
000131	Building Maintenance Foreman	16E	216	22D	2	27.07	30.28	4,710	5,269	56,522	63,225
000132	Building Maintenance Supv	16E	216	17J	1	22.45	31.43	3,906	5,469	46,876	65,626

APPENDIX F
UNIT 216 MIDDLE MANAGEMENT ASSOCIATION
CLASSES AND SALARIES AS OF JULY 1, 2009

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003430	Building Manager	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
000860	Building Services Supervisor	16E	216	05K	2	15.10	20.34	2,627	3,539	31,529	42,470
000134	Building Svcs Foreman	16E	216	07K	2	15.97	21.78	2,779	3,790	33,345	45,477
000861	Building Svcs Manager	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
000138	Business Manager 1	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
002206	Business Services Supervisor	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000899	Buyer Supervisor	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
003457	Campus Security Supervisor	16E	216	11K	2	18.08	26.13	3,146	4,547	37,751	54,559
002990	Capitol Complex Delivery Supv	16E	216	15D	2	20.89	23.34	3,635	4,061	43,618	48,734
001812	Capitol Complex Grounds Supv	16E	216	18D	2	23.34	26.13	4,061	4,547	48,734	54,559
003187	Capitol Complex Security Supv	16E	216	06J	2	15.52	20.34	2,700	3,539	32,406	42,470
003432	Capitol Complex Trade Shp Supv	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
000147	Carpenter Supervisor	16E	216	17D	2	22.45	25.08	3,906	4,364	46,876	52,367
002968	Central Mail Supervisor	16E	216	14K	1	20.09	29.17	3,496	5,076	41,948	60,907
000640	Chemist Supervisor 1	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
000407	Chemistry Laboratory Director	16E	216	24K	1	29.17	41.85	5,076	7,282	60,907	87,383
000157	Chief Cook	16E	216	09K	1	16.90	24.23	2,941	4,216	35,287	50,592
003456	Child Care Center Supv	16E	216	10K	2	17.53	25.08	3,050	4,364	36,603	52,367
003079	Child Health Program Supv	16E	216	21L	1	26.13	38.97	4,547	6,781	54,559	81,369
002914	Childrens Services Prog Supv	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003391	CJIS Network Applications Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002102	Clerk 4 Supervisor	16E	216	07J	2	15.97	21.15	2,779	3,680	33,345	44,161
002103	Clerk Stenographer 4 Supv	16E	216	07J	2	15.97	21.15	2,779	3,680	33,345	44,161
002104	Clerk Typist 4 Supervisor	16E	216	07J	2	15.97	21.15	2,779	3,680	33,345	44,161
001604	College Bkstore Supv	16E	216	10K	1	17.53	25.08	3,050	4,364	36,603	52,367
001028	College Registrar	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
001545	College Registrar Sr	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
001057	Commerce Analysis Supv	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002050	Commerce Licensing Director	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002910	Commercial Vehicle Inspect Sup	16E	216	11K	1	18.08	26.13	3,146	4,547	37,751	54,559
003105	Community Residential Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
003658	Community Supports Supv Senior	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
001860	Computer Center Director	16G	216	21P	1	26.90	46.49	4,681	8,089	56,167	97,071
001336	Constr Code Licens Sec Chief	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369

APPENDIX F
UNIT 216 MIDDLE MANAGEMENT ASSOCIATION
CLASSES AND SALARIES AS OF JULY 1, 2009

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001978	Consumer Complaint Mediat Supv	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
000966	Contracts Officer	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002436	Cook Supervisor	16E	216	07J	2	15.97	21.15	2,779	3,680	33,345	44,161
000199	Corr Captain	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002318	Corr Discipline Unit Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
003840	Corr Electronics Systems Supv	16E	216	15L	1	20.89	31.43	3,635	5,469	43,618	65,626
003300	Corr Field Serv Dist Supv	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
003099	Corr Food Svcs Supv	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
003051	Corr Ind Admin Supv 2	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003053	Corr Ind Prod Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
003875	Corr Investigation Asst Dir	16E	216	24K	1	29.17	41.85	5,076	7,282	60,907	87,383
001088	Corr Lieutenant	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003646	Corr Program Director	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003144	Corr Sentenc to Serv Reg Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
000204	Corr Supervisor	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002528	Cost Of Care Program Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
000220	Dairy Inspection Supervisor	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
001466	Data Entry Supervisor 2	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
002354	Developmental Achiev Prog Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002189	Dietitian 1 Supervisor	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000235	Dietitian 2	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003614	Dining Services Supervisor	16E	216	08J	2	16.46	22.45	2,864	3,906	34,368	46,876
002348	Dir Chem Dep Spec Commun Prog	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003379	Dir Safety & Health	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002607	Disability Hearings Supervisor	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002508	Disability Prog Operations Sup	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
001386	Disability Quality Assur Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
000947	Disability Supervisor	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002381	Driver Improvement Spec Supv	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
000249	Duplicating Shop Supv	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
003716	DVS Administration Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002702	DVS Asst Regional Supervisor	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
002906	DVS Exam & Issuing Prog Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002779	DVS Program Supervisor	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574

APPENDIX F
UNIT 216 MIDDLE MANAGEMENT ASSOCIATION
CLASSES AND SALARIES AS OF JULY 1, 2009

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001413	DVS Regional Supervisor	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
003781	DVS Title & Registr Prog Supv	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
001792	Economic Oppty Program Supv 1	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002149	EDP Operations Ctl/Shift Supv	16G	216	15K	1	21.57	31.19	3,753	5,427	45,038	65,125
000716	EDP Operations Supervisor 2	16E	216	12L	2	18.64	28.13	3,243	4,895	38,920	58,735
000254	EDP Operations Supervisor 3	16G	216	18M	1	24.08	37.37	4,190	6,502	50,279	78,029
002134	EDP Operations Technical Supv	16E	216	08J	2	16.46	22.45	2,864	3,906	34,368	46,876
001852	Educ Program Supervisor	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003811	Educ Super Spec Ed Intagcy Svc	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
003286	Educ Supv	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
003416	Educ Supv Due Process	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
003615	Educ Supv Ed Effectiveness	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
003037	Educ Supv Ed Funding	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
003415	Educ Supv Financial Management	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
003473	Educ Supv Spec Ed Aids Data	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
002741	EEO Contract Compliance Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002952	Election Division Supervisor	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
001958	Electrical Maintenance Supv	16E	216	14L	1	20.09	30.28	3,496	5,269	41,948	63,225
002967	Electrical Traffic Maint Supv	16E	216	16L	1	21.67	32.59	3,771	5,671	45,247	68,048
000267	Electrician Supervisor	16E	216	22D	2	27.07	30.28	4,710	5,269	56,522	63,225
001959	Electronic Maintenance Supv	16E	216	14L	1	20.09	30.28	3,496	5,269	41,948	63,225
003641	Emp & Econ Devel Fld Op Re Mgr	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
002599	Emp & Econ Devel Spec Prog Sup	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002406	Employee Devel Spec 3 Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
001977	Employee Devel Supv	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
002505	Environmental Analyst Supv 1	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002506	Environmental Analyst Supv 2	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
003383	Environmental Health Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002211	Epidemiologist Supervisor	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002949	Epidemiologist Supervisor Sr	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
000295	Exec Housekeeper	16E	216	09K	1	16.90	24.23	2,941	4,216	35,287	50,592
003552	Facilities Bldg & Maint Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
003237	Facilities Services Supv	16E	216	09L	2	16.90	25.08	2,941	4,364	35,287	52,367
003048	Facility Info Center Supv	16G	216	20P	1	25.93	44.65	4,512	7,769	54,142	93,229

APPENDIX F
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CLASSES AND SALARIES AS OF JULY 1, 2009

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003623	Facilty Grds/Transp Svcs Supv	16E	216	12J	1	18.64	26.13	3,243	4,547	38,920	54,559
003504	Finance Accounting Supv 1	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003503	Finance Accounting Supv 3	16E	216	24K	1	29.17	41.85	5,076	7,282	60,907	87,383
002250	Financial Inst Chief Exam	16E	216	23L	1	28.13	41.85	4,895	7,282	58,735	87,383
002249	Financial Inst Examnt Prog Dir	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002623	Financial Reporting Analy Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002853	Food & Nutrition Team Supv	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
000304	Food Inspection Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
000779	Food Service Supervisor	16E	216	14K	1	20.09	29.17	3,496	5,076	41,948	60,907
002927	Forensic Science Supv	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
002751	Geographic Info Supv	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
001546	Grain Inspection Asst Dir	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
001651	Grain Inspection Terminal Supv	16E	216	14J	2	20.09	28.13	3,496	4,895	41,948	58,735
001645	Grants Specialist Supv	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
002316	Graphic Supervisor	16E	216	11K	1	18.08	26.13	3,146	4,547	37,751	54,559
001035	Grounds & Roads Mntc Supv	16E	216	10K	1	17.53	25.08	3,050	4,364	36,603	52,367
000330	Group Supervisor	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
000070	Group Supervisor Asst	16E	216	14L	1	20.09	30.28	3,496	5,269	41,948	63,225
003466	Health Care Claim Admin Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003469	Health Care Claim Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
001825	Health District Representative	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
001608	Health Facility Eval Supv 1	16E	216	21L	1	26.13	38.97	4,547	6,781	54,559	81,369
002432	Health Facility Eval Supv 2	16E	216	22L	1	27.07	40.43	4,710	7,035	56,522	84,418
001609	Health Facility Eval Supv 3	16E	216	23L	1	28.13	41.85	4,895	7,282	58,735	87,383
000834	Health Program Rep Principal	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002128	Health Program Supervisor	16E	216	15L	1	20.89	31.43	3,635	5,469	43,618	65,626
003022	Health Resource Supervisor	16E	216	21L	1	26.13	38.97	4,547	6,781	54,559	81,369
000352	Highway Equipment Supv	16E	216	17L	1	22.45	33.80	3,906	5,881	46,876	70,574
003402	Highway Helper Supv	16E	216	12K	2	18.64	27.07	3,243	4,710	38,920	56,522
001554	Housing Dev Off Princ	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
001509	Housing Program Supervisor	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
001945	Human Rights Enforc Offcr Supv	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002847	Human Svcs Licensing Asst Supv	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002679	Human Svcs Licensing Supv	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418

APPENDIX F
UNIT 216 MIDDLE MANAGEMENT ASSOCIATION
CLASSES AND SALARIES AS OF JULY 1, 2009

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001697	Hydrologist 4	16E	216	23L	1	28.13	41.85	4,895	7,282	58,735	87,383
002174	Hydrologist Supervisor	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002463	Income Mntc Prog Admin Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002462	Income Mntc Prog Supervisor	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
001315	Information Officer 4	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002110	Information Program Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
001000	Information Syst Manager	16G	216	25P	1	31.19	53.33	5,427	9,279	65,125	111,353
002137	Information Syst Soft Svc Supv	16G	216	21P	1	26.90	46.49	4,681	8,089	56,167	97,071
000932	Institution Educational Supv	16E	216	22L	1	27.07	40.43	4,710	7,035	56,522	84,418
003409	Interpretive Naturalist Supv 1	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
001634	Interpretive Naturalist Supv 2	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000928	Inventory Control Supv 1	16E	216	09L	1	16.90	25.08	2,941	4,364	35,287	52,367
000930	Inventory Control Supv 2	16E	216	11L	1	18.08	27.07	3,146	4,710	37,751	56,522
002572	Investigation Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002180	IT Production Control Supv	16G	216	21P	1	26.90	46.49	4,681	8,089	56,167	97,071
000409	Laboratory Services Supervisor	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
003301	Landscape Architect Princ Supv	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
000420	Laundry Supervisor	16E	216	08K	1	16.46	23.34	2,864	4,061	34,368	48,734
003093	Lawful Gambling Lic Supv	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002170	Lease Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
000650	Library/Info Res Serv Prog Dir	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
002113	Library/Info Res Serv Supv Sr	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
003860	Lic Alcohol/Drug Counselor Sup	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
003698	Loan Officer Supervisor	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
002018	Local Govt Audit Director	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
002017	Local Govt Audit Principal	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
003561	Lottery Sales Supervisor Sr	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003242	Lottery Telemarketing Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
002264	Management Analyst Supv 1	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
002115	Management Analyst Supv 2	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
002114	Management Analyst Supv 3	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002954	Management Info Syst Cons Supv	16G	216	21P	1	26.90	46.49	4,681	8,089	56,167	97,071
002836	Management Info Syst Supv 1	16G	216	16M	1	22.37	34.82	3,892	6,059	46,709	72,704
003220	Management Info Syst Supv 2	16G	216	20P	1	25.93	44.65	4,512	7,769	54,142	93,229

APPENDIX F
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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001091	Materials Svcs & Dist Supv	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
000454	Medical Records Officer	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
002191	Medical Records Tech Supv 2	16E	216	11J	2	18.08	25.08	3,146	4,364	37,751	52,367
002450	Mental Health Prog Admin Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003345	Metrology Supervisor	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003307	Military Maintenance Supv	16E	216	17D	2	22.45	25.08	3,906	4,364	46,876	52,367
002442	Military Security Shift Supv	16E	216	06J	2	15.52	20.34	2,700	3,539	32,406	42,470
002700	Mineland Reclamation Fld Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
003499	Mn Care Enrollment Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
007020	MnSCU Academic Supervisor 1	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
007023	MnSCU Academic Supervisor 2	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
007847	MnSCU Academic Supervisor 3	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003371	MnSCU Retail Services Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000472	Mortuary Standards Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
003597	NR Area Supv - T & W	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003762	NR Area Supv Fisheries	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003763	NR Area Supv Wildlife	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
002922	NR Business Manager	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
003764	NR Field Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
003485	NR Field Svc Operations Supv	16E	216	18L	1	23.34	35.09	4,061	6,106	48,734	73,268
002982	NR Forestry Admin Supv	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003378	NR Forestry Area Supv	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
002979	NR Forestry Asst Supv	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
002403	NR Forestry Planning Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002980	NR Forestry Program Supv	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
002981	NR Forestry Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002972	NR Mississippi River Supv	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003422	NR Parks Douglas Ldg Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
003766	NR Prog Supervisor	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003765	NR Prog Supv Eco Svcs	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003879	NR Prog Supv Int-Eco Resources	16E	216	20K		25.08	36.29	4,364	6,314	52,367	75,774
003769	NR Prog Supv Sr Eco Svcs	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003776	NR Prog Supv Sr Fish Hatchery	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003770	NR Prog Supv Sr Fish Research	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369

APPENDIX F
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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003772	NR Prog Supv Sr Wild Research	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003403	NR Supv 1 Parks	16E	216	14K	1	20.09	29.17	3,496	5,076	41,948	60,907
003404	NR Supv 2 Parks	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
003405	NR Supv 3 Parks	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003406	NR Supv 4 Parks	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
003407	NR Supv 5 Parks	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003773	NR Supv Eco Svcs	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
003774	NR Supv Fish Hatchery	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
000481	Nutritionist Supervisor	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
002192	Office Services Supervisor 1	16E	216	09J	2	16.90	23.34	2,941	4,061	35,287	48,734
002118	Office Services Supervisor 2	16E	216	11K	1	18.08	26.13	3,146	4,547	37,751	54,559
000294	Office Services Supervisor 3	16E	216	12L	1	18.64	28.13	3,243	4,895	38,920	58,735
003348	Office Waste Mgmt Chf Fin Supv	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003006	Ombudsman For Older Minnesotan	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
000491	Painter Supervisor	16E	216	17D	2	22.45	25.08	3,906	4,364	46,876	52,367
000499	Personnel Director 1	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
000500	Personnel Director 2	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
003726	Personnel Officer Prin Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
002368	Personnel Officer Senior Supv	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
002367	Personnel Officer Supervisor	16E	216	09K	1	16.90	24.23	2,941	4,216	35,287	50,592
001547	Personnel Services Supv 1	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002781	Personnel Services Supv 2	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
003109	Personnel Transactions Supv	16E	216	13K	1	19.35	28.13	3,367	4,895	40,403	58,735
001875	Photographic Services Supv	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
000776	Physical Plant Director	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
003464	Physical Plant Supervisor	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
000654	Physical Therapist Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
000520	Planning Dir Community	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
000522	Planning Dir Transportation	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
000968	Planning Grants Administrator	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003005	Planning Program Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002184	Planning Supv State	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
000519	Planning Supv Transportation	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003431	Plant Mntc Engineer Chief	16E	216	13K	1	19.35	28.13	3,367	4,895	40,403	58,735

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001549	Plant Protection Prog Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
003821	Plumber Fitter Supv	16E	216	20D	2	25.08	28.13	4,364	4,895	52,367	58,735
000964	Plumber Supervisor	16E	216	20D	2	25.08	28.13	4,364	4,895	52,367	58,735
001350	Pollution Cont Spec Prin	16E	216	22L	1	27.07	40.43	4,710	7,035	56,522	84,418
000552	Produce Inspection Supervisor	16E	216	14K	1	20.09	29.17	3,496	5,076	41,948	60,907
002126	Programmer Analyst Supv	16G	216	20P	1	25.93	44.65	4,512	7,769	54,142	93,229
008754	Proj Supervisor	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
002138	Psychological Services Dir	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
002130	Psychologist Supervisor	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
001527	Pub Util Rates Evaluation Supv	16E	216	25K	1	30.28	43.35	5,269	7,543	63,225	90,515
002131	Public Health Sanitarian Supv	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
000041	Pwr Plt Asst Chief Engineer	16E	216	18D	2	23.34	26.13	4,061	4,547	48,734	54,559
001075	Pwr Plt Chief Engineer	16E	216	18H	1	23.34	30.28	4,061	5,269	48,734	63,225
003393	Quality Services Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
000777	Radio Communications Supervsr	16E	216	13K	1	19.35	28.13	3,367	4,895	40,403	58,735
000588	Radio Maintenance Supervisor	16E	216	16L	1	21.67	32.59	3,771	5,671	45,247	68,048
003344	Radio Talking Book Supv	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
003537	Real Estate Program Supervisor	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
000618	Real Estate Specialist Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002858	Realty Supervisor	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
002194	Recreation Therapist Coord	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
002359	Recreation Therapy Prog Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002172	Registered Nurse Admin-Supv	16E	216	25L	1	30.28	44.93	5,269	7,818	63,225	93,814
002154	Registered Nurse Supervisor	16E	216	22L	1	27.07	40.43	4,710	7,035	56,522	84,418
000600	Rehabilitation Couns Supv 2	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002533	Rehabilitation Couns Supv 3	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
003540	Rehabilitation Couns Supv 4	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
000873	Rehabilitation Regional Supv	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
000603	Rehabilitation Therapies Dir	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
000856	Rehabilitation Therapist Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002254	Research Analyst Supervisor Sr	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002329	Research Scientist Supv 2	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
003241	Retail Operations Supervisor	16E	216	14K	1	20.09	29.17	3,496	5,076	41,948	60,907
000907	Retirement Services Director	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
001425	Retirement Services Supervisor	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
000025	Revenue Assess Admin Asst Dir	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
003324	Revenue Info Systems Supv	16G	216	23P	1	28.96	49.70	5,039	8,648	60,468	103,774
002771	Revenue Operations Supervisor	16E	216	15L	1	20.89	31.43	3,635	5,469	43,618	65,626
003706	Revenue Research Asst Div Dir	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
002772	Revenue Tax Supervisor 2	16E	216	17L	1	22.45	33.80	3,906	5,881	46,876	70,574
002773	Revenue Tax Supervisor 3	16E	216	20L	1	25.08	37.63	4,364	6,548	52,367	78,571
002774	Revenue Tax Supervisor 4	16E	216	22L	1	27.07	40.43	4,710	7,035	56,522	84,418
003521	Safety Administrator Supv	16E	216	20K	1	25.08	36.29	4,364	6,314	52,367	75,774
003024	Safety Services Supervisor	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
001442	Sec/Commun Syst Monitor Supv	16E	216	06J	2	15.52	20.34	2,700	3,539	32,406	42,470
001774	Security Shift Supervisor	16E	216	03J	2	14.37	18.59	2,500	3,235	30,005	38,816
001046	Security Supervisor	16E	216	11K	1	18.08	26.13	3,146	4,547	37,751	54,559
002844	Skills Development Supervisor	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000676	Social Svcs Supervisor	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002196	Social Work Spec Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000810	Special Agent In Charge	16E	216	26K	1	31.43	44.93	5,469	7,818	65,626	93,814
003487	State Fire Marshal Bureau Chf	16E	216	22K	1	27.07	38.97	4,710	6,781	56,522	81,369
001655	State Fire Safety Supervisor	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
003609	State Prog Admin Director	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003690	State Prog Admin Supervisor	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
003689	State Prog Admin Supervisor Sr	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
003712	State Prog Admin Supv Princ	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003620	State Registrar Vital Stats	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
000164	Stores Clerk Chief	16E	216	05J	2	15.10	19.92	2,627	3,466	31,529	41,593
000707	Stores Supervisor	16E	216	10J	2	17.53	24.23	3,050	4,216	36,603	50,592
002132	Systems Analysis Unit Supv	16G	216	21P	1	26.90	46.49	4,681	8,089	56,167	97,071
001089	Systems Supervisor	16G	216	23P	1	28.96	49.70	5,039	8,648	60,468	103,774
002776	Tourism Travel Info Center Sup	16E	216	10K	1	17.53	25.08	3,050	4,364	36,603	52,367
001734	Traffic Maintenance Supt	16E	216	18L	1	23.34	35.09	4,061	6,106	48,734	73,268
003206	Transp Admin Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
003497	Transp Cultural Resource Supv	16E	216	24K	1	29.17	41.85	5,076	7,282	60,907	87,383
002944	Transp Data Coord Supv	16E	216	17L	1	22.45	33.80	3,906	5,881	46,876	70,574
003581	Transp Info Res Divisional Sup	16G	216	25P	1	31.19	53.33	5,427	9,279	65,125	111,353

APPENDIX F
UNIT 216 MIDDLE MANAGEMENT ASSOCIATION
CLASSES AND SALARIES AS OF JULY 1, 2009

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	PROGRESS CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003582	Transp Info Res Pol & Stan Sup	16G	216	23P	1	28.96	49.70	5,039	8,648	60,468	103,774
003276	Transp Materials Supv	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
003816	Transp Operations Supv 1	16E	216	13L	1	19.35	29.17	3,367	5,076	40,403	60,907
003817	Transp Operations Supv 2	16E	216	16L	1	21.67	32.59	3,771	5,671	45,247	68,048
003818	Transp Operations Supv 3	16E	216	18L	1	23.34	35.09	4,061	6,106	48,734	73,268
003819	Transp Operations Supv 4	16E	216	20L	1	25.08	37.63	4,364	6,548	52,367	78,571
003699	Transp Prog Supervisor	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003648	Transp Prog Supervisor Sr	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
002964	Transp Tech Support Supv	16E	216	13K	1	19.35	28.13	3,367	4,895	40,403	58,735
001708	Unemployment Ins Dist Aud Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
000742	Unemployment Ins Supervisor 2	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000743	Unemployment Ins Supervisor 3	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002534	Unemployment Ins Supervisor 4	16E	216	19K	1	24.23	35.09	4,216	6,106	50,592	73,268
002061	University Print Shop Supv 1	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
003036	University Print Shop Supv 2	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000747	Veterans Asst Supervisor	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002125	Veterans Claims Branch Of Supv	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
000752	Veterinarian Senior	16E	216	24K	1	29.17	41.85	5,076	7,282	60,907	87,383
000320	Warehouse Examiner Supervisor	16E	216	12K	1	18.64	27.07	3,243	4,710	38,920	56,522
003228	Water & Soil Regional Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003549	Weights & Measures Asst Direct	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
001704	Weights & Measures Reg Supv	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
000790	Wkfrce Dev Fld Opns Area Mgr 2	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048
002531	Wkfrce Dev Fld Opns Area Mgr 4	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
001908	Word Processing Center Supv	16E	216	08J	2	16.46	22.45	2,864	3,906	34,368	46,876
003294	Workers Comp Claims Mgt Supv 1	16E	216	18K	1	23.34	33.80	4,061	5,881	48,734	70,574
003295	Workers Comp Claims Mgt Supv 2	16E	216	23K	1	28.13	40.43	4,895	7,035	58,735	84,418
003514	Workers Comp Program Supv	16E	216	21K	1	26.13	37.63	4,547	6,548	54,559	78,571
003663	Zoo Farm Keeper Supervisor	16E	216	15K	1	20.89	30.28	3,635	5,269	43,618	63,225
003619	Zoo Guest Services Supervisor	16E	216	16K	1	21.67	31.43	3,771	5,469	45,247	65,626
003803	Zoo Supervisor	16E	216	17K	1	22.45	32.59	3,906	5,671	46,876	68,048

APPENDIX F
Compensation Grid 16E
Unit 216 Middle Management Association
Ranges 01 - 29
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
01	YR	28,606	29,295	30,005	30,882	31,529	32,406	33,345	34,368	35,287	36,603	37,709		01
	MO	2,384	2,441	2,500	2,573	2,627	2,700	2,779	2,864	2,941	3,050	3,142		
	HR	13.70	14.03	14.37	14.79	15.10	15.52	15.97	16.46	16.90	17.53	18.06		
02	YR	29,295	30,005	30,882	31,529	32,406	33,345	34,368	35,287	36,603	37,709	38,816		02
	MO	2,441	2,500	2,573	2,627	2,700	2,779	2,864	2,941	3,050	3,142	3,235		
	HR	14.03	14.37	14.79	15.10	15.52	15.97	16.46	16.90	17.53	18.06	18.59		
03	YR	30,005	30,882	31,529	32,406	33,345	34,368	35,287	36,603	37,709	38,816	40,236		03
	MO	2,500	2,573	2,627	2,700	2,779	2,864	2,941	3,050	3,142	3,235	3,353		
	HR	14.37	14.79	15.10	15.52	15.97	16.46	16.90	17.53	18.06	18.59	19.27		
04	YR	30,882	31,529	32,406	33,345	34,368	35,287	36,603	37,709	38,816	40,236	41,593		04
	MO	2,573	2,627	2,700	2,779	2,864	2,941	3,050	3,142	3,235	3,353	3,466		
	HR	14.79	15.10	15.52	15.97	16.46	16.90	17.53	18.06	18.59	19.27	19.92		
05	YR	31,529	32,406	33,345	34,368	35,287	36,603	37,709	38,816	40,236	41,593	42,470		05
	MO	2,627	2,700	2,779	2,864	2,941	3,050	3,142	3,235	3,353	3,466	3,539		
	HR	15.10	15.52	15.97	16.46	16.90	17.53	18.06	18.59	19.27	19.92	20.34		
06	YR	32,406	33,345	34,368	35,287	36,603	37,709	38,816	40,236	41,593	42,470	44,161	45,477	06
	MO	2,700	2,779	2,864	2,941	3,050	3,142	3,235	3,353	3,466	3,539	3,680	3,790	
	HR	15.52	15.97	16.46	16.90	17.53	18.06	18.59	19.27	19.92	20.34	21.15	21.78	
07	YR	33,345	34,368	35,287	36,603	37,709	38,816	40,236	41,593	42,470	44,161	45,477		07
	MO	2,779	2,864	2,941	3,050	3,142	3,235	3,353	3,466	3,539	3,680	3,790		
	HR	15.97	16.46	16.90	17.53	18.06	18.59	19.27	19.92	20.34	21.15	21.78		
08	YR	34,368	35,287	36,603	37,751	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	08
	MO	2,864	2,941	3,050	3,146	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	
	HR	16.46	16.90	17.53	18.08	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	
09	YR	35,287	36,603	37,751	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	09
	MO	2,941	3,050	3,146	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	
	HR	16.90	17.53	18.08	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	
10	YR	36,603	37,751	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	10
	MO	3,050	3,146	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	
	HR	17.53	18.08	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	
11	YR	37,751	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	11
	MO	3,146	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	
	HR	18.08	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	
12	YR	38,920	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	12
	MO	3,243	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	
	HR	18.64	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	
13	YR	40,403	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	13
	MO	3,367	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	
	HR	19.35	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	
14	YR	41,948	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	14
	MO	3,496	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	
	HR	20.09	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	
15	YR	43,618	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	15
	MO	3,635	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	
	HR	20.89	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX F
Compensation Grid 16E (cont.)
Unit 216 Middle Management Association
Ranges 01 - 29
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Range														Range
16	YR	45,247	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	16
	MO	3,771	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	
	HR	21.67	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	
17	YR	46,876	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	17
	MO	3,906	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	
	HR	22.45	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	
18	YR	48,734	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	18
	MO	4,061	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	
	HR	23.34	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	
19	YR	50,592	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	19
	MO	4,216	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	
	HR	24.23	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	
20	YR	52,367	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	20
	MO	4,364	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	
	HR	25.08	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	
21	YR	54,559	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	21
	MO	4,547	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	
	HR	26.13	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	
22	YR	56,522	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	22
	MO	4,710	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	
	HR	27.07	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	
23	YR	58,735	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	23
	MO	4,895	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	
	HR	28.13	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	
24	YR	60,907	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	24
	MO	5,076	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	
	HR	29.17	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	
25	YR	63,225	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	25
	MO	5,269	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	
	HR	30.28	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	
26	YR	65,626	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	97,217	26
	MO	5,469	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	8,101	
	HR	31.43	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	46.56	
27	YR	68,048	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	97,217	100,746	27
	MO	5,671	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	8,101	8,396	
	HR	32.59	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	46.56	48.25	
28	YR	70,574	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	97,217	100,746	104,358	28
	MO	5,881	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	8,101	8,396	8,697	
	HR	33.80	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	46.56	48.25	49.98	
29	YR	73,268	75,774	78,571	81,369	84,418	87,383	90,515	93,814	97,217	100,746	104,358		29
	MO	6,106	6,314	6,548	6,781	7,035	7,282	7,543	7,818	8,101	8,396	8,697		
	HR	35.09	36.29	37.63	38.97	40.43	41.85	43.35	44.93	46.56	48.25	49.98		
Step		01	02	03	04	05	06	07	08	09	10	11	12	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	

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

APPENDIX F
Compensation Grid 16G
Unit 216 Middle Management Association
Ranges 15 - 25
Effective 7/1/2009 - 6/30/2011

Use This Grid for Information Technology Classes Only

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Range																		Range
15	YR	45,038	46,709	48,483	50,279	52,179	54,142	56,167	58,276	60,468	62,765	65,125						15
	MO	3,753	3,892	4,040	4,190	4,348	4,512	4,681	4,856	5,039	5,230	5,427						
	HR	21.57	22.37	23.22	24.08	24.99	25.93	26.90	27.91	28.96	30.06	31.19						
16	YR	46,709	48,483	50,279	52,179	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704				16
	MO	3,892	4,040	4,190	4,348	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059				
	HR	22.37	23.22	24.08	24.99	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82				
17	YR	48,483	50,279	52,179	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398				17
	MO	4,040	4,190	4,348	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283				
	HR	23.22	24.08	24.99	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11				
18	YR	50,279	52,179	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029				18
	MO	4,190	4,348	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502				
	HR	24.08	24.99	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37				
19	YR	52,179	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	19
	MO	4,348	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	
	HR	24.99	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	
20	YR	54,142	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	20
	MO	4,512	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	
	HR	25.93	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	
21	YR	56,167	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	21
	MO	4,681	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	
	HR	26.90	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	
22	YR	58,276	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	100,099	22
	MO	4,856	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	8,342	
	HR	27.91	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	47.94	
23	YR	60,468	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	100,099	103,774	23
	MO	5,039	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	8,342	8,648	
	HR	28.96	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	47.94	49.70	
24	YR	62,765	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	100,099	103,774	107,532	24
	MO	5,230	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	8,342	8,648	8,961	
	HR	30.06	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	47.94	49.70	51.50	
25	YR	65,125	67,547	70,052	72,704	75,398	78,029	80,910	83,687	86,819	90,014	93,229	97,071	100,099	103,774	107,532	111,353	25
	MO	5,427	5,629	5,838	6,059	6,283	6,502	6,743	6,974	7,235	7,501	7,769	8,089	8,342	8,648	8,961	9,279	
	HR	31.19	32.35	33.55	34.82	36.11	37.37	38.75	40.08	41.58	43.11	44.65	46.49	47.94	49.70	51.50	53.33	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	16	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	

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

No Layoff Agreement

This Agreement is made between the State of Minnesota and the various bargaining unit representatives with respect to the restructuring of the State's health facility system and opportunities which will be provided employees as change occurs.

This agreement will become effective only if the Legislature substantially authorizes the policy and funding necessary to implement the department's restructuring plan.

The parties agree to the following terms in order to ensure that fair and equitable arrangements are carried out to protect the interest of affected State employees under the restructuring. These terms shall be part of the collective bargaining agreements between the parties and shall be implemented through the Master and Supplemental Agreements.

1) As a result of changes in the department's service delivery system, no employee of a State operated treatment center or nursing home except a temporary employee or emergency employee shall suffer a reduction in pay or be involuntarily laid off. Hours of work of full-time unlimited employees will not be involuntarily reduced. The hours of work of part-time employees shall not be involuntarily reduced below their current level of employer paid insurance contributions. Within sixty days of the execution of this Agreement, the parties will meet and negotiate regarding the status of intermittent employees. Following these negotiations, the employment condition of intermittent employees shall be changed, if appropriate. Intermittent employees who are laid off shall retain rights under their normal separation procedures.

2) Reduction in employee numbers will be made through normal attrition and through the provisions detailed in the employee mitigation to layoff section of this agreement.

3) Nothing in the agreement shall be interpreted as entitling an employee to lifetime employment or as protecting an employee against discharge for just cause.

4) Employees of the department who move to State operated community based facilities in accord with the restructuring proposal will be guaranteed collective bargaining rights as applicable under M.S. 179A and other rights under M.S. 43A, M.S. 352, and M.S. 354.

5) Training and retraining of staff who, as a result of restructuring, fill a position in a State operated community based facility, or staff who fill a position within a facility, or between facilities will be the responsibility of the department. The department will make every reasonable effort to coordinate training and retraining with public institutions of post-secondary education.

6) Procedures for notifying employees affected by the restructuring plans will be negotiated into the collective bargaining agreements or Supplemental Agreements.

7) Any dispute concerning the interpretation, application or meaning and relationship to the terms of the respective Master or Supplemental Agreements must be resolved by the grievance/arbitration procedures of the appropriate agreements. The terms of this Memorandum are non-precedential.

8) Every effort will be made to communicate openly and to have common understanding between the State and labor organizations affected by the restructuring plan, including the establishment of joint labor and management committees.

9) The term of this Agreement for each facility extends until the completion of restructuring at that facility.

EMPLOYEE MITIGATION TO LAYOFF SECTION

For employees whose positions will be eliminated by implementation of the department's restructuring plan, a number of options will be offered. If an employee's position is to be eliminated, the following will be simultaneously presented to the employee:

1) job and training opportunities;

2) enhanced separation option;

3) normal separation including recall rights.

In order to reduce involuntary separations otherwise necessary, the most senior employee within a class shall be offered the choice of one of the available options before less senior employees. At the time an offer is made, the employee may select from the options available. Selection of the enhanced separation or normal separation packages preclude exercising any other option. The employee who selects from job and training opportunities [items 1.1-1.7] shall choose from all available job and training opportunities. Once such a selection has been made, the employee is precluded from exercising another option from items 1.1-1.7 at a later time, unless the employee's position is subsequently eliminated as a result of restructuring. An employee who selected the job and training opportunities shall be guaranteed at least one job and training opportunity.

JOB AND RETRAINING OPPORTUNITIES

1.1 A position of comparable duties and same pay within the same employment condition and within the same Regional Treatment Center.

1.2 A position in State operated community based residential or day habilitation services or a position in the technical support group for those services. Such positions would be of comparable duties and same pay and within the same employment condition. Relocation expenses will be paid by the Employer.

1.3 A position which the parties agree can best be filled by upgrading existing staff and for which the employer agrees to pay the cost of necessary training or certification.

1.4 Up to 160 hours training necessary to qualify for a comparable job (i.e., no reduction in pay) and the subsequent offer of that job within the same or another Regional Treatment Center or State nursing home. Relocation expenses will be paid by the Employer.

1.5 A position of comparable duties and same pay, within the same employment condition, at another State agency within a reasonable commuting distance.

1.6 A position of comparable duties and same pay, within the same employment condition at another State agency or Regional Treatment Center. Relocation expenses will be paid by the Employer.

1.7 A position at any State agency pursuant to the activation of M.S. 246.60 by the Commissioner of Minnesota Management & Budget and Administration. Relocation expenses will be paid by the employer.

An employee who refuses a job and training opportunity not requiring relocation waives his/her right to enhanced separation. An employee who does not accept a job and training opportunity requiring relocation shall be entitled to select the enhanced separation option or normal separation.

ENHANCED SEPARATION PACKAGE

2.1 Retirement, with employer paid insurance benefits as negotiated under Chapter 605 (1988 Session Laws); or,

2.2 In addition to benefits provided under collective bargaining agreements, a one time enhanced payment not to exceed $7500, based on 5% of the employee's base salary or wage, not to exceed $1250.00, multiplied by the number of yeas of State service. For employees selecting this option, the department agrees not to contest any unemployment insurance determination; or,

2.3 In lieu of the one time enhanced payment, tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the enhanced payment to which the employee would be entitled.

An employee electing the enhanced separation option waives her/her recall rights under collective bargaining agreements.

NORMAL SEPARATION PACKAGE

3.1 Normal separation, with all rights negotiated under collective bargaining agreements.

Memorandum of Understanding - Implementation Procedures

Section 1. Non-Eligible Employees:

1. The following types of employees are not governed by any of the terms of the Memorandum of Understanding:

   a. part-time and full-time temporary employees, including student workers and temporary unclassified employees.

   b. part-time and full-time emergency employees.

   c. intermittent employees. However, such employees are eligible for the layoff and recall provisions of the parties' Collective Bargaining Agreements except that the vacancy and bumping options shall not be available to the employees. Layoff and recall provisions include:

      1. cash out of any existing accumulated vacation balance.

      2. severance pay pursuant to the parties' Collective Bargaining Agreements.

      3. placement on the layoff lists for the employment condition from which they were laid off (intermittent).

Section 2. Procedure.

1. The Appointing Authority shall determine the position(s) in the classification or class option, if one exists, employment condition and work location within the facility which is to be eliminated by implementation of the Department's restructuring plan.

2. The Appointing Authority shall notify the exclusive representatives of the classification(s) and number of positions to be eliminated within the time frame and manner specified in the applicable Collective Bargaining Agreement.

3. Provisional and emergency employees shall be terminated before the elimination of positions of probationary or permanent employees in the same class and employment condition within the facility.

4. The Appointing Authority shall post the position(s) by class (or class option), employment condition, seniority unit, and work location that are to be eliminated for a minimum of seven (7) calendar days on all employee bulletin boards where employees in the facility in the class are stationed. When the seven (7) calendar day posting requirement would be met on a Saturday, Sunday or holiday, the expiration date of the posting shall be the day following the weekend or holiday.

5. Simultaneously with the above posting, the Appointing Authority shall post the list of available jobs. During the seven (7) day posting period, employees may express a willingness to be at risk. At the end of the seven (7) day period employees for whom a desired option still exists shall be placed at risk and the employees shall indicate their desire to select either mitigation to layoff options 1, 2, or 3. If the employee picks mitigation to layoff option 1, the employee shall also notify the Personnel Office/Job Center in writing of his/her specific job and training opportunity option/position. If the employee picks mitigation to layoff option 2, the employee shall also notify the Personnel Office/Job Center in writing of his/her choice of retirement with Employer contribution to insurance, one-time enhanced payment, or educational payment. Designation of at-risk employees and the awarding of available job and retraining opportunities shall be made in seniority order within the affected classifications.

   For employees represented by MAPE and MMA, "seniority" shall be defined as Classification Seniority; for employees represented by MNA, "seniority" shall be defined as Bargaining Unit Seniority; for employees represented by AFSCME, Council No. 5, AFL-CIO, "seniority" shall be defined as State Seniority; and for employees represented by SRSEA "seniority" shall be defined pursuant to Collective Bargaining Agreement between the parties.

   It is further understood that classifications which are recognized as part of a junior/senior plan shall be treated as one classification for purposes of this Agreement.

6. At the end of the seven (7) day posting period, if no employee(s) has indicated his/her desire to be declared "at-risk", the least senior employee(s) (as defined in #5 above) shall be notified in writing by the Appointing Authority that he/she is declared to be "at-risk." The employee shall provide written receipt of this notice to the Appointing Authority.

   The written notice shall state that the employee may select one of the following employee mitigation to layoff options:

   1) job and retraining opportunities
   2) enhanced separation package

      a. retirement, with Employer contribution to insurance
      b. one-time enhanced severance
      c. educational payment

   3) normal separation package

Within fourteen (14) calendar days of the receipt of such notice, the employee must notify the Personnel Office/Job Center in writing of his/her intent to select mitigation to layoff option 1, 2, or 3 and the specific option/position within the particular option. At the end of the fourteen (14) day period, the employee may not change the specific option/position that he/she previously selected. If the employee(s) fails to notify the Appointing Authority he/she shall be considered to have selected option 3 (normal separation package).

The job and retraining opportunities listing all available jobs and retraining options as determined by the Minnesota Management & Budget active requisition list shall be posted in at least three (3) areas that are accessible to employees on all shifts. A copy shall also be provided to the applicable Local Union/Exclusive Representative. Upon request, the Appointing Authority and the exclusive representative shall meet and confer to develop posting procedures for areas of unique concern within a facility.

Upon the request of the employee, the employee shall receive an approximate calculation of the employer paid contribution to insurance based upon his/her age eligibility, the one-time enhanced payment/education payment; and/or separation benefits under the applicable Collective Bargaining Agreement.

7. An employee who is away from his/her work location on assignment or approved vacation in excess of seven (7) calendar days, may submit in writing an advance option selection, if he/she wishes to exercise option 2 or option 3.

   If an employee is on an approved leave of absence at the time his/her position is determined to be "at-risk," the employee shall be notified by certified mail. A copy of such notice shall also be sent to the Union/Local Union/Association office.

   An employee on leave at the time his/her position is declared "at-risk" shall be given the opportunity to select option 1, 2, or 3. If he/she selects option 1, the employee shall be able to choose from available job and retraining options at the time his/her leave expires. It is understood this does not prevent an employee from terminating his/her leave and selecting a job and retraining option at the time he/she is declared "at-risk."

8. The Appointing Authority may, with the agreement of the Union/Local Union/Association office, designate individual employees at risk out of order seniority.

9. If an employee selects the enhanced separation package or the normal separation package, he/she shall be precluded from selecting a job and training opportunity.

10. An employee selecting the job and retraining opportunities may choose any of the available options.

    It is understood that all available job and retraining options may not be available to any given employee depending upon the job and retraining option selected by another employee. Employees may be asked to rank their order of preference of available jobs and retraining options. The employee with the most seniority (as defined in #5 above) shall receive his/her first preference. Subsequent job and retraining options shall be made on the basis of seniority (as defined in #5 above).

11. Once an employee selects a particular job and retraining opportunity option, the employee is precluded from exercising another job and retraining opportunity option at a later time, unless the employee's position is subsequently eliminated as a result of the Department's restructuring plan (e.g. an employee from Oak Terrace Nursing Home accepts a position at another Regional Treatment Center and the employee's position at the RTC is subsequently eliminated because of the Department's restructuring plan).

12. An employee who refuses a job and retraining opportunity option that is within a reasonable commuting distance shall not be eligible to an enhanced separation package option. For purposes of Oak Terrace Nursing Home, reasonable commuting distance shall be based upon an employee's eligibility for relocation expenses pursuant to the applicable Collective Bargaining Agreement. The employee who refuses such a job and retraining opportunity shall be laid off pursuant to the applicable Collective Bargaining Agreement. For purposes of Oak Terrace Nursing Home, the vacancy and bumping options of the Collective Bargaining Agreements shall not be available to the employee. The parties may negotiate changes to the vacancy and bumping options in the applicable Collective Bargaining Agreement for such employees at other facilities at a later time.

13. Employees in new positions represented by AFSCME, Council No. 5, AFL-CIO which were obtained through the posting procedure or through exercising a job and retraining option pursuant to the Memorandum of Understanding and which require additional certification/licensure of the employee (e.g., nursing assistant training and competency evaluation requirements established by the Omnibus Budget Reconciliation Act of 1987 or med certification) shall not be subsequently placed at risk during the period of restructuring at the facility.

    Employees in new positions represented by other bargaining units which were obtained through exercising a job and retraining option pursuant to the Memorandum of Understanding and which require additional certification/licensure shall not subsequently be placed at risk during the period of restructuring at the facility.

Section 3. Job and Retraining Opportunities.

1. The availability of positions shall be based upon the Minnesota Management & Budget "active requisition" list.

    Employees who are interested in a vacancy shall have the claim to that position made by their current Personnel Director/Job Center.

2. An employee who selects the job and retraining opportunities option shall be offered at least one job and retraining opportunity.

3. All positions shall first be posted pursuant to the applicable Collective Bargaining Agreement. However, the parties may negotiate at a later time changes in the procedures for filling positions in State operated community based residential or day habilitation services or positions in the technical support group for these services.

4. The covered expenses for employees who receive relocation allowances shall be pursuant to the applicable Collective Bargaining Agreement.

5. For purposes of Oak Terrace Nursing Home, eligibility for relocation allowances for an employee accepting a position under job and retraining opportunities options 1.4, and 1.6, and 1.7 shall be governed by the applicable Collective Bargaining Agreement. However, the parties agree to discuss possible exceptions to such provisions.

    The parties may negotiate changes to the eligibility for relocation expenses in the applicable Collective Bargaining Agreement for employees at other facilities at a later time.

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

7. The Department shall supply the exclusive representatives with a list of possible positions for which an employee could qualify with up to 160 hours training. Upon the request of an exclusive representative the

   Department shall meet with the exclusive representative to discuss the determinations.

   Such training shall be on State time and be paid for by the Department.

8. An employee may agree to accept a position in a different employment condition and the employee shall be considered in such employment condition for purposes of the applicable Collective Bargaining Agreement. In this situation, the employee shall be considered to have been offered a job in the same employment condition.

9. If the Commissioners of Minnesota Management & Budget and Administration determine to activate the provisions of M.S. 246.60, the Department of Human Services shall discuss its implementation with the exclusive representatives.

10. If the Department determines that a position can best be filled by upgrading existing staff, the Department shall discuss such with the affected exclusive representative.

    If this option is offered to an employee, the employee shall be eligible for relocation expenses pursuant to the applicable Collective Bargaining Agreement.

11. An employee who accepts a position at another State Agency may be required to serve a probationary period pursuant to the applicable Collective Bargaining Agreement. An employee who accepts a position within the Department of Human Services shall not be required to serve a probationary period if he/she accepts a position in a classification in which he/she has previously and successfully completed a probationary period.

12. An employee who accepts a position in a new class or who has transferred and is required to serve a probationary period shall have a trial period pursuant to the applicable Collective Bargaining Agreement. However, if the employee elects to return to his/her former position, the employee shall not be allowed to select another option under job and retraining opportunities under the Memorandum of Understanding and the normal separation package shall apply.

    For purposes of Oak Terrace Nursing Home, the employee shall not be eligible to exercise any vacancy or bumping layoff options under the normal separation option. The parties may negotiate changes to the vacancy and bumping options in the applicable Collective Bargaining Agreement for such employees at other facilities at a later time.

13. Notwithstanding #11 in the Procedure section, an employee who is non-certified shall be eligible to select from mitigation to layoff options 1, 2, or 3 pursuant to the procedures described in this Agreement. However, if the employee selects job and retraining opportunity and he/she receives relocation expenses when he/she previously exercised option 1, he/she shall no longer be eligible to receive relocation expenses. If the employee selects another job and retraining option and is subsequently non-certified, the normal separation package shall apply. For purposes of Oak Terrace Nursing Home, the employee shall not be eligible to exercise any vacancy or bumping layoff options. The parties may negotiate changes to the vacancy and bumping options in the applicable Collective Bargaining Agreement for employees at other facilities at a later time.

14. Employees who have been declared at-risk shall be allowed to interview for job and retraining opportunities within the State system up to a cumulative total of eight (8) hours with the approval of his/her supervisor which shall not be unreasonably denied. The Appointing Authority may require confirmation of the occurrence of such interviews. The employee shall not be eligible for expenses.

Section 4. Enhanced Separation Package.

An employee who selects the enhanced separation package option may select option 2.1, if eligible, option 2.2 or 2.3.

2.1 Retirement; with employer paid insurance benefits as negotiated under chapter 605 (1988 session laws).

Employees shall receive the following:

1. Severance Pay

   a. An employee shall be eligible for such pay if the employee meets the eligibility conditions of Article 16, Section 9.

   b. Severance pay shall be as specified in Article 16, Section 9 and Section 10.

2. Accumulated Vacation

   Vacation shall be paid out in accordance with Article 8, Section 3 and Article 16, Section 10.

3. Employer Contribution to Health and Dental Insurance Premiums

   a. An employee shall be eligible for the Employer contribution to health and dental insurance premiums if the employee meets the following conditions:

      i. has not yet attained the age of sixty-five (65); and

      ii. terminates active employment in State service and is eligible and applies for a retirement annuity.

      iii. has three (3) or more years of continuous service.

   b. An employee shall be eligible to receive the contribution toward the Employer paid health and dental insurance premiums to which he/she was entitled at the time of retirement subject to any changes in premium or benefit levels made in the parties Collective Bargaining Agreements.

   c. An employee is no longer eligible for the Employer contribution to health and dental insurance premiums with the first occurrence of any of the following:

      i. at the end of month in which the retired employee attains the age of sixty-five (65); or

      ii. at the end of the month in which the retired employee chooses not to receive an annuity; or

      iii. the retired employee is eligible for Employer-paid health insurance from a new employer.

An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

2.2 In addition to benefits provided under collective bargaining agreements, a one time enhanced payment not to exceed $7500, based on 5% of the employee's base salary or wage, not to exceed $1250.00, multiplied by the number of years of state service. For employees selecting this option, the Department agrees not to contest any unemployment insurance determination.

Employees shall receive the following:

1. Severance Pay

   Severance pay shall be as specified in Article 16, Section 9 and Section 10.

2. Accumulated Vacation

   Vacation shall be paid out in accordance with Article 8, Section 3 and Article 16, Section 10.

3. Employer Contribution for Insurance

   a. An employee shall be eligible for such benefits if the employee:

      i. is in the classified service; and

      ii. is receiving an Appointing Authority contribution for insurance coverage at the time of his/her separation; and

      iii. has three (3) or more years of continuous services.

   b. An eligible employee remains eligible for the Employer contribution Collective Bargaining Agreements for six (6) months from the date of separation.

   c. The Employer contribution for insurance shall be as provided in the parties' Collective Bargaining Agreements.

It is understood that severance pay, accumulated vacation, and Employer contribution for insurance are governed by the terms of the applicable Collective Bargaining Agreements and any subsequent changes in these Agreements regarding these benefits shall be reflected here.

4. A one time enhanced payment not to exceed $7,500.00, based on 5% of the employee's base salary or wage, not to exceed $1,250.00, multiplied by the number of years of State service.

   a. An employee's base salary or wage shall be defined as the annual salary for his/her classification at the time the employee is declared at-risk.

   b. The employee's number of years of State service shall be defined as the length of employment with the State of Minnesota since the last date of hire.

5. Unemployment Insurance

    a. The Department of Human Services shall not contest any unemployment insurance determination.

An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

2.3 In lieu of the one time enhanced payment, tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the enhanced payment to which the employee would be entitled.

Employees shall receive the following:

1. Severance Pay

    Severance pay shall be as specified in Article 16, Section 9 and Section 10.

2. Accumulated Vacation

    Vacation shall be paid out in accordance with Article 8, Section 3 and Article 16, Section 10

3. Employer Contribution for Insurance

    a. An employee shall be eligible for such benefits if the employee:

        i. is in the classified service; and

        ii. is receiving an Employer contribution for insurance coverage at the time of his/her separation; and

        iii. has three (3) or more years of continuous services.

    b. An eligible employee remains eligible for an Employer contribution for six (6) months from the date of separation.

    c. The Employer contribution for insurance shall be as provided in the parties' Collective Bargaining Agreements.

    It is understood that severance pay, accumulated vacation, and Employer contribution for insurance are governed by the terms of the parties' Collective Bargaining Agreements and any subsequent changes regarding these benefits shall be reflected here.

4. Payment for tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the one time enhanced payment to which the employee would be entitled.

    The Department in consultation with the exclusive representatives shall develop policies and procedures to implement the above provision.

    An employee selecting this option shall not be placed on any layoff lists under the applicable Collective Bargaining Agreements.

Section 5. Normal Separation Package.

Employees shall receive the following:

1. Severance Pay

   a. An employee shall be eligible for such pay if the employee meets the eligibility conditions of Article 16, Section 9.

   b. Severance pay shall be as specified in Article 16, Section 9 and Section 10.

2. Accumulated Vacation

   Vacation shall be paid out in accordance with Article 8, Section 3 and Article 16, Section 10.

3. Employer Contribution for Insurance

   a. An employee shall be eligible for such benefits if the employee:

      i. is in the classified service; and

      ii. is receiving an Employer contribution for insurance coverage at the time of his/her separation; and

      iii. has three (3) or more years of continuous services.

   b. An eligible employee remains eligible for an Employer contribution for six (6) months from the date of separation.

   c. The Employer contribution for insurance shall be provided in the parties' Collective Bargaining Agreements.

   It is understood that severance pay, accumulated vacation, and Employer contribution for insurance are governed by the terms of the applicable Collective Bargaining Agreements and any subsequent changes regarding these benefits shall be reflected here.

4. Placement on the layoff lists pursuant to the applicable Collective Bargaining Agreements. For purposes of Oak Terrace Nursing Home, the vacancy and bumping layoff options shall not be available to the employee. The parties may negotiate the vacancy and bumping options in the applicable Collective Bargaining Agreement for such employees at other facilities at a later time.

APPENDIX H - VACATION CREDIT - EDUCATIONAL SUPERVISORS

For employees in the class Institution Educational Supervisor, the following modification of Article 8, Vacation and Sick Leave, Section 1C, Accruals, shall apply:

Length of service may also include time spent in other formal teaching positions as stated below:

A. A supervisor who is appointed to a position covered by this agreement within three (3) years of separation from a formal teaching, teaching supervision or administration position may, at the discretion of the Appointing Authority, transfer length of service credit from that position for purposes of vacation accrual. Eligible current supervisors must apply for this credit prior to a date set by the Employer. Any increase in the vacation accrual rate which is the result of the Appointing Authority decision, shall commence the pay period after the date of the Appointing Authority decision. Determinations made under this provision are not arbitrable under this agreement.

APPENDIX I - STATUTORY LEAVES

Statutory leaves are subject to change or repeal and are not grievable or arbitrable under the provisions of Article 7 of this Agreement.

The following are the statutory leaves designated by Legislation:

3.088	Leave of Absence to Serve as a Legislator or For Election to a Full Time City or County Office
15.62	Athletic Leave of Absence
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
43A.187	Blood Donation Leave
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave
181.945	Bone Marrow Donation Leave
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative
192.26, 192.261	Military Service
43A.185	Disaster Volunteer Leave
29 USC 2601 et.seq.	Family Medical Leave

A. **Military Leave:** Up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military or naval reserves of the United States or of the State of Minnesota and who are ordered or authorized by the appropriate authorities to engage in training or active service. The supervisor, upon receiving notification of duty, must notify his/her Appointing Authority within seven (7) calendar days of receiving that notification.

B. **Voting Time Leave:** Any supervisor who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the supervisor has made prior arrangements for such absence with his/her immediate superior.

C. **Emergency Leave:** The Commissioner of Minnesota Management & Budget, after consultation with the Commissioner of Public Safety, may excuse State supervisors from duty with full pay in the event of a natural or man made emergency, if continued operation would involve a threat to the health or safety of individuals. Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Minnesota Management & Budget authorizes a longer duration.

D. **Leave to Serve as an Election Judge**: Any supervisors serving as an Election Judge in any statewide primary or general election or in an election to fill a vacancy in the office of a representative in Congress shall be eligible for paid leave for all normal work hours the supervisor serves as an election judge.

E. **Military Leave:** Leave shall be granted to a supervisor who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years.

F. **Precinct Caucus or Convention:** Upon fourteen (14) days advance request, leave shall be granted to any supervisor for the purpose of attending a political party caucus or political convention.

G. **Maternity/Paternity or Adoption Leave:** A Maternity/Paternity or Adoption leave of absence shall be granted to a natural parent or an adoptive parent who requests such leave in conjunction with the birth or adoption of a child. Requests for Adoption Leave shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave. Requests for Maternity/Paternity Leave shall be submitted at least six (6) weeks in advance of the anticipated due date, if possible. The Maternity/Paternity or Adoption Leave shall commence on the date requested by the supervisor and shall continue up to six (6) months. Sick leave or vacation used following the birth of the child will not have the effect of extending the six (6) months of maternity/paternity or adoption leave. Such leave may be extended up to a maximum of one (1) year, from the date of the event giving rise to the leave request, by mutual consent between the supervisor and the Appointing Authority.

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

July 23, 1991

Gary Denault, Executive Director
Middle Management Association
520 Park Avenue
St. Paul, MN 55102

Dear Gary:

This letter will serve to confirm our understanding on the Department of Agriculture's uniform policy.

The wearing of the uniform is strictly voluntary on the part of supervisors. Upon request, each supervisor is provided with (5) blue work shirts, (1) winter jacket, (1) winter cap, (1) summer jacket and (1) summer cap. Replacement clothing is provided upon request of the individual with proof that the existing clothing is worn out.

Sincerely,

John Kuderka /s/
Assistant State Negotiator

Equal Opportunity Employer

DOER Department of Employee Relations

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July 26, 1991

Gary Denault
Executive Director
Middle Management Association
525 Park Street
St. Paul, MN 55103

Dear Gary:

During negotiations for the 1991-1993 contract, discussions were held regarding supervisors expression of interest for posted vacancies and transfers of supervisors initiated by Appointing Authorities.

As a result of these discussions, it is agreed that Appointing Authorities shall not be arbitrary, capricious, or discriminatory and must have legitimate business reasons to reject all supervisors who express an interest in a posted vacant position pursuant to Article 14, Section 3 of the contract. In addition, Appointing Authority initiated transfers shall not be done for disciplinary reasons.

Sincerely,

John Kuderka /s/
Assistant State Negotiator

JK:amk

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September 16, 1993

TO: All State Agencies

The Department of Employee Relations and the Middle Management Association met and conferred on the design of an experimental project under M.S. 43A.04, Subd. 9. The experiment waives the provisions of M.S. 43A.15, Subd. 6 which requires employees to qualify prior to transferring or demoting. Instead, agencies may agree to allow supervisors noticed of permanent layoff to demonstrate their qualifications for transfer or demotion through on the job experience and training.

Under the experiment, a supervisor noticed of permanent layoff identifies a vacancy in the same or another agency and provides information on his/her qualifications. If the supervisor qualifies for the vacancy through the normal DOER selection process, the agency considers the supervisor for appointment under existing contract provisions regarding layoff options (within the same agency) or claiming (different agency). This experiment does not modify or diminish the layoff and claiming rights of a supervisor who qualifies to transfer or demote to the new class through the testing process. If the supervisor does not qualify through the normal selection process but the agency believes he/she could through time on the job, the agency should contact their DOER Staffing Representative regarding participation in this experiment.

For appointments covered by this experiment, the supervisor will be placed in trainee status for up to eighteen (18) months in the position to demonstrate his/her qualifications. If, at the end of the eighteen (18) month period, the agency and DOER agree the supervisor has achieved the necessary knowledges, skills and abilities, the supervisor will receive a probationary appointment to the new class. If, at any time during that period, the agency determines the supervisor is not qualified, the supervisor will be placed on layoff from his/her original seniority unit as described in Section 7 of the agreement for supervisors who do not successfully complete the probationary period after a claim.

Sincerely,

Julie M. Vikmanis /s/
Staffing Manager

Equal Opportunity Employer

October 27, 1995

Rebecca Wodziak
Labor Relations Representative
Department of Employee Relations
200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

RE: Article 6, Discipline

Dear Rebecca:

The parties have agreed in the course of bargaining to the following:

1. Any implementation of a discipline or corrective action program other than what is explicitly described in Article 6 of the Master Agreement, will require the consent of the Association.

2. When the time has expired for discipline to remain in a supervisor's personnel file, the parties agree that the record of discipline cannot be used in any subsequent disciplinary arbitration. However, the parties do agree that the Employer is allowed to use subsequently the fact from the old discipline case that the employee was given notice of what was expected and the possibility of discipline for failure to comply.

Sincerely,

Ronald L. Rollins /s/
MMA Legal Counsel

DOER Department of Employee Relations

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August 12, 1997

Mr. Gary Denault
Executive Director
Middle Management Association
525 Park Street, Suite 333
St. Paul, MN 55103

RE: Article 4 - Association Rights, Section 4, Notification

Dear Gary:

The parties have agreed in the course of bargaining to the following:

1. When the Employer determines that a position(s) or classification(s) in the Supervisory Unit (216) is to be removed from the Supervisory Unit and placed into the Managerial Unit (220), the Employer shall notify the Association in advance, in writing.

2. The Association has the right to request a meeting to discuss with the Department of Employee Relations and the Appointing Authority prior to any placement of the position(s) or classification(s) into the Managerial Unit. The request for a meeting must be made within ten (10) calendar days of receipt of the written notification from the Employer.

3. If the Association requests such a meeting, the Department of Employee Relations and the Appointing Authority will not place the position(s) or classification(s) into the Managerial Unit until the meeting has concluded.

Sincerely,

Rebecca Wodziak /s/
Labor Relations Representative Principal

Equal Opportunity Employer

MINNESOTA
Management
&Budget

April 22, 2009

Mr. Michael Bona
Executive Director
Middle Management Association
525 Park Street, Suite 333
St. Paul, MN 55103

Dear Michael:

The insurance article reflects the changes in benefits and structure that will impact the State life, health, dental, disability, and pre-tax plans as a result of negotiations for the July 1, 2009 through June 30, 2011 MMA contract. In addition to the final language of the articles, the parties also agreed on the following:

1. The State will explore, through a collaborative work group including representatives from MMB and the Joint Labor-Management Committee on Health Plans, on the following concepts:
    a. The agreement's definitions of dependents in contradistinction to the definitions promulgated by the Department of Commerce.
    b. The eligibility of surviving spouses who take temporary jobs covered by the SEGIP plan to return to the SEGIP plan.
    c. The costs and administrative complexities regarding waiving office visit copayments or coinsurance for treatment for chronic conditions, repeat appointments, medication follow-ups, and lab work.
2. The parties will hold a Meet and Negotiate during the summer of 2009 on the subject of Minnesota Advantage Health Plan Benefit Level Two health care network determination.
3. The State will offer a $125 HRA to all Advantage contract holders during the 2011 plan year.
4. Finally, there will be an open enrollment for employees and spouses who currently have optional life insurance, based on the amount the individual currently has in force, as follows:

Now insured for:	**May add:**
$ 5,000 to $39,999	$ 5,000
$ 40,000 to $59,999	$10,000
$ 60,000 to $79,999	$15,000
$ 80,000 to $99,999	$20,000
$100,000 or more	$25,000

Employees must be actively at work and spouses must not be hospitalized in order for the change in insurance to take place.

Sincerely,

Paul A. Larson
State Negotiator

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