AGREEMENT

between

MINNESOTA STATE EMPLOYEES UNION
AFSCME, COUNCIL NO. 5,
AFL-CIO

and the

STATE OF MINNESOTA

July 1, 2005 through June 30, 2007

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ARTICLE 1 - PREAMBLE

This Agreement is made and entered into this ____ day of _____, 2005, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota AFSCME Council 5, AFL-CIO, and its affiliated Local Unions, and unless otherwise noted in this Agreement, "UNION" hereinafter refers to the Minnesota AFSCME Council 5, AFL-CIO. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

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 to this Agreement deem appropriate. Failure of the parties to reach such supplemental agreement shall not be subject to the impasse procedures as set out in the Minnesota Public Employment Labor Relations Act.

Any agreement which is to be included as a part of this Agreement must so indicate, must be reduced to writing, and must be signed by the parties to this Agreement.

ARTICLE 2 - RECOGNITION

Section 1. Existing Units. The Employer recognizes the Union as the exclusive bargaining representative of all the employees included in the bargaining units certified by the Bureau of Mediation Services, Case Numbers 80-PR-1258-A, 80-PR-1259-A, 80-PR-1260-A, 80-PR-1261-A, 80-PR-1262-A. The composition of these units is as set forth in Appendix A of this Agreement.

To be covered by this Agreement, employees must work fourteen (14) or more hours per week (or thirty-five (35) percent of the normal work week in the employee's bargaining unit) and be employed more than sixty-seven (67) working days in any calendar year. Employees shall be placed in the bargaining unit as soon as the Appointing Authority anticipates that they will work sufficient hours and days to be eligible for bargaining unit inclusion.

Section 2. Disputes. The assignment of newly created classes to a bargaining unit or the reassignment of existing classes to a different bargaining unit shall be subject to the determination of the Director of the Bureau of Mediation Services in accord with the provisions of the Minnesota Public Employment Labor Relations Act.

Disputes which may occur over the inclusion or exclusion of new or changed job positions shall be referred to the Bureau of Mediation Services for expedient resolution. The decision of the Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 3. Union Exclusivity. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE 3 - UNION SECURITY

Section 1. Checkoff. The Employer shall deduct the bi-weekly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled by the employee through the Union. The aggregate deductions of all employees, together with a detailed record, shall be remitted to the Union office within ten (10) days after such deductions are made.

Section 2. Exclusivity. No other employee organization shall be granted payroll deduction of dues for employees covered by this Agreement.

Section 3. Employee Lists. The Employer shall report to the Union the information on all employees added to or removed from the bargaining unit(s) in the seniority unit(s). 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.

Upon the request of the Union, the Employer shall provide the Union with a listing of all employees in the bargaining units represented by the Union.

Section 4. Indemnity. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article including fair share deductions and remittances.

Section 5. Bargaining Unit Security. Upon the request of the Local Union, the Appointing Authority shall provide the Local Union general information on the use of non-employee labor.

ARTICLE 4 - SENIORITY

Section 1. Definitions.

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

B. **Classification Seniority**. For employees in classes in Units 2, 3, and 7, "Classification Seniority" is defined as the length of service in a job classification with the State of Minnesota, beginning with the date an employee begins to serve a probationary appointment. For employees in classes in Units 4 and 6, Classification Seniority is no longer used.

   1. **Bumping, Demotions, Transfers**. Classification Seniority in a class to which an employee bumps, demotes or transfers shall include Classification Seniority in all higher or equal related classes in positions represented by the Union or in confidential positions. The employee may use such related class Classification Seniority to exercise a bump, transfer or demotion in lieu of layoff.

   2. **Reallocations**. Classification Seniority for employees whose positions are reallocated to a lower or equal class after January 1, 1980, shall include service in the class from which they were reallocated, regardless of whether or not the higher or equal class is a "related" class in accord with "E" below.

3. **Trainee and Provisional Appointments**. Employees on a trainee or a provisional appointment, shall have Classification Seniority credited to the date of hire at the time an employee begins to serve a probationary period in a related classification.

4. **Temporary Appointments**. Effective July 23, 1985, an employee who serves a temporary appointment in a class and receives a probationary appointment to that class shall have Classification Seniority credited to the beginning of the temporary appointment provided there was no break in service between the appointments. For employees hired after November 18, 2005, seniority shall include those situations where the employee serves a temporary appointment followed by an emergency appointment in the same classification with no break in service between appointments.

5. **Trial Period and Non-certification**. An employee who returns to a former class under the conditions of Article 12, Section 10 E or F shall accrue seniority as if continually employed in the former class.

C. **Forfeiture and Interruptions**. Seniority shall be forfeited when an employee separates from State employment. Time on the layoff list or an approved leave of absence is not a separation. Classification Seniority shall include all service in confidential position(s) but shall exclude service in positions not represented by the Union.

D. **Seniority Units**. "Seniority Unit" is defined as all employees in bargaining units represented by the Union in each agency as listed in Appendix G.

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.

Section 2. Seniority Earned Under Previous Collective Bargaining Agreements. Employees shall continue to have their seniority calculated as provided for under the 2003-2005 Collective Bargaining Agreement or Memoranda of Understanding except as specifically provided elsewhere in this Agreement.

Section 3. Seniority Rosters. No later than November 30 and May 31 of each year Appointing Authorities shall prepare and post on all employee bulletin boards seniority rosters for each seniority unit and two (2) copies shall be furnished to the Local Union. The rosters shall list each employee in the order of Classification Seniority (State Seniority for Units 4 and 6) and reflect each employee's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the employee previously served. [Note: Classification Seniority dates need not be listed for classes in Units 4 and 6.]

In addition, the Appointing Authority shall list the class options (if any) for which an employee is qualified. If an employee disagrees with the class options listed, the employee shall have thirty (30) calendar days from the date of the posting of the seniority roster to notify the Department of Employee Relations (DOER). DOER shall determine whether the employee meets the minimum qualifications for the class option.

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

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

The rosters shall also include a listing of all employees in Student Worker classifications.

Section 4. Appeals. Employees shall have thirty (30) calendar days from the date of the posting or from return to work from a leave of absence of more than fourteen (14) calendar days to notify the Appointing Authority of any disagreements over the Seniority Roster. Appeals are limited to changes since the previous posting. The Appointing Authority may make corrections to the Seniority Roster during the thirty (30) calendar day appeal period. After the close of the thirty (30) calendar day appeal period, the Appointing Authority shall post an addendum of any changes to the Seniority Roster.

Between postings, the Local Union and the Appointing Authority may agree in writing to changes after the appeal period. Such changes shall be incorporated in the next Seniority Roster and be so identified.

ARTICLE 5 - HOURS OF WORK

Section 1. General.

A. **Consecutive Hours**. The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

B. **Work Shift**. A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work. The Appointing Authority may change the starting or ending times of an existing shift up to and including two (2) hours after providing the notice period required in Section 1(C).

C. **Schedule Posting**. Work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day. All schedule changes shall require such a fourteen (14) day notice except for the three situations referenced in Section 2B 3 and Section 3B which require a twenty-eight (28) day notice. In addition, employees being returned to work as part of a workers' compensation placement are not entitled to a fourteen (14) day notice.

   Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

   If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime. A voluntary change of shifts under this section results in the payment of overtime only when it places the employee’s hours of work in excess of those permitted by the Fair Labor Standards Act.

D. **Meal Periods**. Employees shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each work shift. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

E. **Rest Periods**. All employees shall be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. Employees who are scheduled for a shift of four (4) hours and who are scheduled to receive an unpaid meal period shall not be entitled to a rest period. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute paid rest period before they start work on the next shift whenever it is anticipated that such work shall require approximately two (2) hours. The Appointing Authority retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated nor be taken at the beginning or end of the employee's shift. With the supervisor's approval, rest periods may be used to extend the meal period.

F. **Reporting Time and Pay**. Unless notified otherwise at least two (2) hours in advance of the scheduled starting time (one (1) hour for employees in the Department of Transportation), any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If work is not available, the employee may be excused from duty and paid for three (3) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing three (3) hours of work the employee shall be paid for three (3) hours at the employee's appropriate rate. (See Article 15, Layoff and Recall, Section 6, Limited Interruption of Employment.)

Section 2. Non-Continuous and Non-Extended Operations.

A. **Definition**. Any employee or group of employees engaged in an operation that is not continuous or extended (as defined in Section 3A) shall be known as non-continuous and non-extended operations employees.

B. **Work Day, Work Week/Period**.

1. **Work Day**. The normal work day shall consist of either eight (8) hours or ten (10) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period.

2. **Work Week/Period**. The normal work week/period shall consist of four (4) consecutive ten (10) hour days or five (5) consecutive eight (8) hour days Monday through Friday, totaling forty (40) hours.

3. **Changes in Work Day or Week/Period**. To depart from the normal work day or work week/period, to change the normal work day between an eight (8) and ten (10) hour day, or to change the normal work week between a four (4) and five (5) day week, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than twenty-eight (28) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the changes with the Local Union affording it an opportunity to express its views prior to the posting period provided for in Section 1C. When schedules are changed, the new schedule shall be posted pursuant to Section 1C. Existing schedules may continue in effect.

C. **Flextime Scheduling**. The Appointing Authority and the Local Union may mutually agree to a flextime scheduling plan. Existing flextime scheduling plans shall remain in effect unless the Local Union notifies the Appointing Authority of its intent to terminate the plan.

Section 3. Continuous and Extended Operations.

A. **Definitions**.

1. **Continuous Operations**. Any employee or group of employees engaged in an operation for which there is regularly scheduled employment on a twenty-four (24) hour a day, seven (7) day a week basis shall be known as continuous operations employees.

2. **Extended Operations**. Any employee or group of employees engaged in a work operation for which there is regularly scheduled employment for more than the normal work day and/or normal work week as defined in Article 5, Section 2B and who are not continuous operations employees, shall be known as extended operations employees.

B. **Work Day**. The normal work day shall consist of eight (8) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period.

To depart from the normal work day or to establish a shift that is not currently being used by that Appointing Authority in the interest of efficient operations, to meet needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than twenty-eight (28) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Section 1C. When schedules are changed the new schedule shall be posted pursuant to Section 1C. Existing schedules may remain in effect.

C. **Turnaround Time**. The number of hours between scheduled shifts shall not be less than seven and one-half (7-1/2) hours. Violations shall be compensated at the rate of time and one-half for all hours worked on the shift following the hours of rest.

D. **Work Shift**. The provisions of Section 1B shall not apply to rotating shifts.

E. **Daylight Savings Time**. Employees required to work more than eight (8) hours on an eight (8) hour shift or more than ten (10) hours on a ten (10) hour shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one-half (1-1/2). Employees required to work less than eight (8) hours on an eight (8) hour shift or less than ten (10) hours on a ten (10) hour shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost. Employees in the first six (6) months of employment who would be eligible to accrue vacation, may be advanced one (1) hour of vacation time which shall either be deducted from their vacation leave balance, or deducted from their last paycheck if the employee is separated prior to accruing vacation.

Section 4. Part-time Hours.

A. **Reduction of Hours**. If it is necessary to reduce the hours of a part-time position such that the incumbent of the position is no longer eligible to receive the full Employer's insurance contribution or is no longer eligible to participate in the Employer's insurance program, the Appointing Authority shall request volunteers for the position from among part-time employees in the same class, employment condition, and work area/principal place of employment. If one or more employees volunteer for the position, the most senior qualified volunteer shall be offered the position. If there are no volunteers, the least senior qualified employee in the same class, employment condition, and work area/principal place of employment shall be assigned to the position.

B. **Additional Hours**. When the Appointing Authority assigns additional hours within the fourteen (14) day posting period to part-time employees whose established work day is less than eight

(8) hours to work additional hours on a scheduled day of work, the hours shall be distributed to employees then on duty as provided in the applicable overtime distribution language.

ARTICLE 6 - OVERTIME

Section 1. Overtime Hours. Except as otherwise provided in this section, all hours worked in excess of the established work day, before or after an employee's regular scheduled shift, or on any regularly scheduled day off, shall be considered overtime.

All paid vacation time, paid holidays, paid sick leave, compensatory time off, and paid leaves of absence shall be considered as "time worked" for purposes of this Article.

Part-time employees whose established work day is less than eight (8) hours shall not be considered to be working overtime until having completed eight (8) hours of work.

Section 2. Overtime Rates. All overtime hours shall be compensated at the rate of time and one-half (1-1/2).

Section 3. Scheduled Overtime. Scheduled overtime is overtime which is assigned by the end of the employee's last worked shift prior to the overtime assignment and which does not immediately precede or immediately follow a scheduled work shift.

Unless notified otherwise in advance of the scheduled starting time of the scheduled overtime assignment, any employee who is scheduled to report for work and who reports as scheduled shall be assigned at least two (2) hours work. If work is not available, the employee may be excused from duty and paid for two (2) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing two (2) hours of work, the employee shall be paid for two (2) hours at the employee's appropriate rate.

Section 4. Distribution. An effort shall be made to distribute overtime work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who desire the overtime work. When practicable and if the supervisor knows an overtime assignment is necessary, he/she shall begin the distribution process at least two (2) hours in advance of the overtime assignment.

The overtime work shall first be offered to the employee(s) then on duty, on the same shift and work area who has the least number of overtime hours to his or her credit. Should the employee choose not to accept the overtime assignment, the employee with the next fewest overtime hours to his or her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

New employees entering the bargaining units shall be credited with the number of overtime hours equal to the highest number of hours to the credit of any current employee in the same class and same work area.

The Appointing Authority shall not be required to cut in on work in progress in order to maintain an equitable balance of overtime.

An accumulative record of overtime hours worked or offered each employee shall be made available to the Local Union Representative upon request. The record of each employee's accumulated overtime hours worked and overtime offered but not worked shall be adjusted to zero (0) hours once per year on a date determined by the Appointing Authority. The Appointing Authority shall notify the Local Union of the date within thirty (30) calendar days of the execution of this Agreement, for the term of the Agreement.

In the event all capable employees in the same shift and work area decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority (State Seniority for Units 4 and 6) among capable employees. In Unit 3, the assignment shall be rotated each pay period beginning with the least senior capable employee based on Classification Seniority. In Unit 4, the assignment shall be rotated each pay period beginning with the least senior capable employee based on State Seniority. In all instances, the overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority (State Seniority for Units 4 and 6) among capable employees in the event that all capable employees decline overtime work. Employees may rescind such waivers upon fourteen (14) calendar days written notice to the local personnel officer.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

Section 5. Liquidation.

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

B. **Compensatory Bank**.

1. **Size of Bank**. The maximum amount of hours that may be in the compensatory bank at any given time is one hundred fifty (150) hours.

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

C. **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. Employees who choose cash liquidation may still use compensatory time within the same work week/applicable work period. In this case, all overtime hours shall be liquidated in cash except that those overtime hours worked within a work week/applicable work period may be placed in a compensatory time bank at the discretion of the Appointing Authority. If no agreement between the employee and the supervisor can be reached to take the time off, the overtime must be paid in cash.

D. **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 two (2) times a fiscal year, with thirty (30) calendar days advance written notice to the Local Union. Such liquidation shall be done in a uniform manner for all employees of the seniority unit. The Appointing Authority and the Local Union may agree in a local meet and confer to uniform liquidation on some basis other than seniority unit.

An employee transferring to the service of another Appointing Authority, accepting a position not represented by the Union, separated from State service, or placed on permanent layoff, shall have unused compensatory time paid in cash. An employee placed on seasonal layoff may have unused compensatory time paid in cash, at the option of the employee.

Any cash payment of unused compensatory time shall be at the average regular rate of pay received by the employee during the last three (3) years of the employee's employment or his/her regular rate of pay as of the date of payment, whichever is greater.

E. **Use of Compensatory Time**. Employees 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.

Employees shall not be permitted to use compensatory time or be scheduled to use compensatory time if use will result in the denial of a request to have a holiday off (Article 7, Section 8A), a denial of a vacation request (Article 8, Section 3), or a denial of a discretionary leave request in Article 10.

The Appointing Authority may schedule compensatory time off for an employee with more than fifty (50) 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 employee may not be scheduled below fifty (50) hours.

Compensatory time scheduled off by the Appointing Authority shall be in increments of at least the employee's normal work day.

Overtime earned for work on a holiday shall be paid in cash except as provided in Article 7, Section 8B1.

If it is necessary to limit the number of employees 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.

Section 6. Call In and Call Back.

Call In. Employees called to work prior to their regularly scheduled shift shall be paid at the appropriate overtime rate until their regular shift begins provided that the employee shall receive a minimum payment equal to one (1) hour at straight time or the time worked at the appropriate overtime rate, whichever is greater. Employees shall work the balance of their regular shift at their regular rate of pay.

Call Back. Employees called back to work after their regularly scheduled shift and who were not assigned such work by the end of their last worked shift prior to the assigned work shall be paid a minimum of two (2) hours at the rate of one and one-half (1½). Employees who are called back to work shall be reimbursed mileage for driving to and from their work station and their home if they use their own vehicle.

Section 7. On Call. An employee shall be in an on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

An employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. Such compensation shall be limited to four (4) hours of straight time pay per calendar day.

An employee called to work while in on-call status shall be compensated as provided in Section 6 of this Article. An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than eight (8) consecutive hours. An employee shall have the choice of receiving on-call pay in cash or compensatory overtime.

An effort shall be made to distribute on-call work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who request the on-call work. If practicable, employees shall be notified of the on-call assignment at least one (1) month in advance.

Section 8. Release From Work. Employees who work an overtime or call in assignment which precedes or overlaps a regular shift may be excused from duty, with the approval of the supervisor, after the completion of eight (8) hours work, without loss of premium pay for the call in or overtime assignment.

An employee who works twenty-four (24) consecutive hours has the right to use vacation, compensatory time, alternate holiday, or leave without pay for his/her next scheduled shift, if that shift is contiguous to the hours worked.

Section 9. Duplication of Payment. Overtime hours worked shall not be paid more than once for the same hours worked under any provision of this Agreement.

ARTICLE 7 - HOLIDAYS

Section 1. Eligibility. All employees in bargaining units covered by this Agreement shall be eligible employees for purposes of this Article.

Section 2. Observed Holidays.

A. **Five Day Operation**. The following days shall be observed as paid holidays for employees assigned to a Monday through Friday five (5) day operation:

Monday, July 4, 2005 - Independence Day
Monday, September 5, 2005 - Labor Day
Friday, November 11, 2005 - Veterans Day
Thursday, November 24, 2005 - Thanksgiving Day
Friday, November 25, 2005 - Day after Thanksgiving
Monday, December 26, 2005 - Christmas
Monday, January 2, 2006 - New Year's
Monday, January 16, 2006 - Martin Luther King Day
Monday, February 20, 2006 - Presidents Day
Monday, May 29, 2006 - Memorial Day
Tuesday, July 4, 2006 - Independence Day
Monday, September 4, 2006 - Labor Day

Friday, November 10, 2006 - Veterans Day
Thursday, November 23, 2006 - Thanksgiving Day
Friday, November 24, 2006 - Day after Thanksgiving
Monday, December 25, 2006 - Christmas
Monday, January 1, 2007 - New Year's
Monday, January 15, 2007 - Martin Luther King Day
Monday, February 19, 2007 - Presidents Day
Monday, May 28, 2007 - Memorial Day

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

Monday, July 4, 2005 - Independence Day
Monday, September 5, 2005 - Labor Day
Friday, November 11, 2005 - Veterans Day
Thursday, November 24, 2005 Thanksgiving Day
Friday, November 25, 2005 - Day after Thanksgiving
Sunday, December 25, 2005 - Christmas
Sunday, January 1, 2006 - New Year's
Monday, January 16, 2006 - Martin Luther King Day
Monday, February 20, 2006 - Presidents Day
Monday, May 29, 2006 - Memorial Day
Tuesday, July 4, 2006 - Independence Day
Monday, September 4, 2006 - Labor Day
Saturday, November 11, 2006 - Veterans Day
Thursday, November 23, 2006 - Thanksgiving Day
Friday, November 24, 2006 - Day after Thanksgiving
Monday, December 25, 2006 - Christmas
Monday, January 1, 2007 - New Year's
Monday, January 15, 2007 - Martin Luther King Day
Monday, February 19, 2007 - Presidents Day
Monday, May 28, 2007 - Memorial Day

C. **Floating Holiday**. All employees except intermittent, emergency, and temporary employees shall also receive one (1) floating holiday each fiscal year of this Agreement. However, seasonal employees shall be eligible for only one (1) floating holiday per season and intermittent employees shall receive one (1) floating holiday each fiscal year of this Agreement if they complete ninety-one (91) working days in that fiscal year. Unless waived by the supervisor, the employee must request the floating holiday at least fourteen (14) calendar days in advance.

The Appointing Authority may limit the number of employees that may be absent on any given day subject to the operational needs of the Appointing Authority.

Any conflicts for requested holidays shall be resolved on the basis of State Seniority within the employee's work unit. The Appointing Authority shall make a reasonable effort to approve the requested holiday. Floating holidays may not be accumulated. An employee who has not requested the floating holiday by March 1 of each fiscal year or by thirty (30) calendar days prior to the end of an employee's season shall be scheduled to take a floating holiday on a day chosen by the Appointing Authority or be paid for the floating holiday in cash at the option of the Appointing Authority.

Section 3. Substitute Holidays. The Appointing Authority may, with the agreement of the Local Union, designate substitute days for the observance of Veterans Day and Presidents Day.

Section 4. Shift Work. 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.

Section 5. Holidays on Day Off. When any of the above holidays fall on an employee's regularly scheduled day off, the employee shall be paid for the holiday in cash at the discretion of the Appointing Authority. If the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time. (The employee must be eligible to accrue and use vacation under the provisions of Article 8 in order to choose to receive payment as vacation.)

Section 6. Holiday Pay Entitlement. To be entitled to receive a paid holiday, an employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

Any employee who dies or is mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s).

Eligible intermittent employees shall receive a holiday if they work the day before and the day after the holiday or if they work on a holiday. Eligible intermittent employees working in an operation with a five (5) or a six (6) day work week shall receive holiday pay if they work the last scheduled work day for that operation before and the first scheduled work day for that operation after the holiday. If the intermittent employee works on the holiday, holiday pay shall be paid for all hours actually worked, not to exceed eight (8) hours for a single holiday. If the intermittent employee does not work on the holiday, holiday pay shall be in accord with the schedules set forth in Appendix B1.

Employees 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.

Section 7. Holiday Pay. Holiday pay shall be computed at the employee's normal day's pay (i.e., the employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash.

An employee who normally works less than seventy-two (72) hours per pay period and who does not work the holiday shall have his/her holiday pay prorated in accord with the schedule set forth in Appendix B1.

An employee who normally works less than seventy-two (72) hours per pay period and who does work on the holiday, shall be paid holiday pay for all hours worked, not to exceed ten (10) hours for a single holiday.

New and recalled employees who normally work less than seventy-two (72) hours per pay period and return to work during a pay period which includes a holiday shall have their holiday pay prorated in accord with the schedule set forth in Appendix B. Employees who normally work less than seventy-two (72) hours per pay period leaving during a pay period which includes a holiday shall also have their holiday pay prorated in accord with Appendix B.

With the approval of the supervisor, part-time employees may be allowed to arrange their work schedules, in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of hours because of the proration of holiday hours, provided such rescheduling does not result in the payment of overtime.

Section 8. Work on a Holiday.

A. **Scheduling**. If more employees in a work unit would normally be scheduled or are scheduled to work on a holiday than necessary, and there are conflicts in requests for the holiday off, the Appointing Authority shall grant the holiday off on the basis of State Seniority within or among class(es) as determined by the Appointing Authority, provided that the Appointing Authority retains the right to schedule employees with the ability and capacity to perform the job.

   Of the employees who do not request the holiday off at least twenty-one (21) calendar days prior to the holiday, the most senior employees based on State Seniority, within or among classes as determined by the Appointing Authority, shall be assigned to work the holiday.

B. **Payment**. Any employee who works on any holiday provided by this agreement shall be paid in cash at the employee's appropriate overtime rate for all hours worked, provided that if an employee has chosen compensatory time under Article 6, the payment for work on a holiday may be placed in the compensatory bank at the employee's option.

   In addition, the Appointing Authority shall determine whether holiday pay as provided in Section 7 shall be paid in cash or not. If the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time. (The employee must be eligible to accrue and use vacation under the provisions of Article 8 in order to choose to receive payment as vacation.)

Section 9. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Sections 2 and 3 above, falls on an employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify the employee's supervisor in writing at least twenty-one (21) calendar days prior to the religious holiday. This notice requirement does not apply when the employee chooses to use the floating holiday to observe the religious holiday.

Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave or accumulated compensatory time, has used a floating holiday, or, by mutual consent, is able to make up the time.

ARTICLE 8 - VACATION LEAVE

Section 1. General Conditions.

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

B. **Use**. An employee may not use vacation until completing six (6) months of continuous service in a vacation eligible status. However, intermittent employees may use vacation after six (6) months from the date of hire. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to use vacation leave.

   An employee who is reinstated or reappointed within four (4) years to state service may use accrued vacation in the first six (6) months of continuous service in a vacation eligible status, if the employee previously completed six (6) months of continuous service in a vacation eligible status.

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

Section 2. Length of Service Requirements/Accruals.

A. **Accrual Rates**. All eligible employees shall accrue vacation pay 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 18 years	7-1/2 working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8-1/2 working hours
After 30 years	9 working hours

B. **Length of Service Requirements**. For purposes of determining changes in an employee's accrual rate, Length of Service Requirement shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one full payroll period in duration. However, accrual dates shall not be adjusted for employees on military leave or on FMLA-qualified leave. Length of service requirement shall only include an employee's service in a vacation eligible status. This method shall not be used to change any Length of Service Requirements determined prior to July 30, 1991.

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

C. **Proration**. Eligible employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated in accord with the schedule set forth in Appendix C.

D. **Reinstatement of Accrual Rate**. An eligible employee who is reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement shall accrue vacation leave with the same credit for Length of Service that existed at the time of such separation.

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 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 employee was in an eligible status as defined in Section 1A of this Article when employed by the Legislative Branch. Such employees 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.

Employees of the University of Minnesota, the Minnesota Historical Society and the Metropolitan Council who transfer or who are appointed to State service within four (4) years of 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 transfer or separation.

E. **Reinstatement of Vacation Balance**. Effective December 21, 2001, employees of the Legislative Branch who are appointed to the Executive Branch 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.

Employees 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 Appointing Authority.

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

Employees on a military leave under Article 10 shall earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of two hundred and seventy-five (275) hours shall be taken within two (2) years of the date the employee returns from military leave.

Section 3. Vacation Period. Every reasonable effort shall be made by the Appointing Authority to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of employees in a work unit on vacation at the same time, the Appointing Authority shall determine whether conflicts over vacation periods shall be resolved among classes or within a particular class based upon staffing needs. In either event, vacation schedules shall be established on the basis of State Seniority within the employee's work unit.

Whenever practicable, employees shall submit written requests for vacation periods at least four (4) weeks in advance of their vacation to their supervisor, on forms furnished by the Appointing Authority. When advance written requests are impractical, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to vacation requests promptly and shall answer all written requests in writing no later than ten (10) calendar days after such request is made.

Any request for a vacation of five (5) working days or more, including holidays, which is submitted five (5) calendar weeks or more in advance of the requested date of the start of the vacation shall be posted within five (5) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees who may desire to request vacation for the same period to do so. All such requests must be submitted to the supervisor within the posting period. Conflicts involving vacation scheduling shall be resolved as provided above. Supervisors shall respond to the request(s) within one (1) calendar week of the end of the posting. No request may be submitted for a vacation period more than six (6) months in advance of the request. However, an employee may request vacation which commences more than six (6) months in advance if a posted request contains days which are within six (6) months. With the agreement of the Local Union, the Appointing Authority may establish deadlines for vacation requests within the six (6) months period.

When an employee decides, more than fourteen (14) calendar days in advance, not to use vacation time which was approved under the posting system, the Appointing Authority shall post a notice of this fact in the work unit and consider new requests for vacation.

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

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

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

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor. In the event of the disability or hospitalization of the employee's spouse, minor or dependent children/step-children/foster-children, or parent/step-parent living in the same household of the employee, or illness of a minor child whether or not the child lives in the same household of the employee, and the employee's attendance is necessary while the employee is on vacation, vacation leave shall be changed to sick leave, effective the date of the disability or hospitalization, upon notice to the employee's supervisor. Upon such notice, employees may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statements shall be provided as soon as possible after the illness, disability or hospitalization occurs.

Section 5. Work During Vacation Period. No employee shall be required to work during the employee's vacation once the vacation request has been approved.

Section 6. Vacation Transfer and Liquidation. An employee transferring to the service of another Appointing Authority shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. However, if an employee moves to a vacation-ineligible position not covered by this Agreement, their vacation shall be liquidated. Except for employees who separate from State service prior to completion of six (6) months of continuous service, any employee separated from State service shall be compensated in cash, at the employee's then current rate of pay, for all vacation leave to the employee's credit at the time of separation. However, in no case shall payment exceed two hundred sixty (260) hours, except in the event of the death of the employee. Seasonal employees shall be allowed to liquidate all, none or a portion of their accumulated vacation balances at the time of or immediately prior to their seasonal layoff. After notice to the Local Union, and upon mutual agreement of the employee and Appointing Authority, employees facing temporary layoff shall be allowed to liquidate all, none or a portion of their accumulated vacation balances at the time of or immediately prior to their temporary layoff. If there is no mutual agreement, the employee’s vacation balance shall be liquidated.

Section 7. Vacation Donation Program. Employees shall be able to donate accrued vacation leave for the use of employees who have exhausted their sick leave as permitted by Minnesota Statutes Chapter 43A.1815. An employee may donate up to twelve (12) hours of accrued vacation leave each fiscal year to the sick leave account of one or more state employees.

ARTICLE 9 - SICK LEAVE

Section 1. Eligibility. All employees, except intermittent employees, emergency employees, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue and use sick leave.

Section 2. Sick Leave Accrual. All eligible employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of eligibility.

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

Employees on a military leave under Article 10 shall earn and accrue sick leave as though actually employed, pursuant to M.S. 192.26.

An eligible employee who is reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the Appointing Authority.

An employee who receives severance pay shall have his/her sick leave balance restored at sixty percent (60%) of the employee'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 employee's accumulated but unused sick leave bank.

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.

Employees 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 Appointing Authority provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

A Local Union and an Appointing Authority may develop sick leave incentive programs with the approval of the Union and the Employer.

Section 3. Sick Leave Use. An employee shall be granted sick leave with pay to the extent of the employee'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**. Sick leave granted under paragraphs 1 and 4 below shall be for such reasonable periods as the employee's attendance may be necessary. Leaves granted under 2 and 3 below shall be limited to not more than five (5) days to arrange for necessary nursing care for members of the family or birth or adoption of a child.

1. illness of a spouse, dependent children/step-children/foster-children (including wards, and children for whom the employee is legal guardian), or parent/step-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 Section 3B 1 above.

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

5. with fourteen (14) calendar days' notice, to accompany parents to dental or medical appointments not to exceed twenty-four (24) hours per calendar year.

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

Employees using leave under this Article may be required to furnish a statement from a medical practitioner upon the request of the Appointing Authority when the Appointing Authority has reasonable cause to believe that an employee has abused or is abusing sick leave.

The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the employee is not physically fit to return to work or has been exposed to a contagious disease which endangers the health of other employees, clients or the public.

Requests to furnish a statement from a medical practitioner may be oral or written. Oral requests shall be reduced to writing as soon as practicable. The written requests shall state the reason(s) for the request as well as the period of time that the employee will be required to furnish the statement. All such requests shall be prospective.

Any sick leave documentation which shows the specific reasons for use shall be restricted to persons on a need to know basis.

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

An employee on extended sick leave who has used all of his/her sick leave accumulation and who still meets the criteria for sick leave use, shall have the right to use the vacation leave to the extent of the employee's vacation accumulation. Such employee shall not be required to exhaust vacation leave accruals prior to an unpaid disability leave under Article 10.

The abuse of sick leave shall constitute just cause for disciplinary action.

Any medical examination required by the Appointing Authority under Article 11, Section 3D shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report. Upon request, the employee shall receive a copy of the medical report.

Section 4. Requests. Whenever practicable, employees shall submit written requests for sick leave, on forms furnished by the Appointing Authority, in advance of the period of absence. When advance notice is not possible, employees shall notify their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond promptly and shall answer all written requests in writing. Written requests for sick leave shall only state which category of leave specified in Section 3A and B is to be used. However, the supervisor may orally inquire into the specific reason for the request.

Section 5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours he/she was scheduled to work during the period of sick leave. Holidays that occur during sick leave periods shall be paid as a holiday and not charged as a sick leave day.

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

Section 6. Transfer to Another Appointing Authority. An employee who transfers or is transferred to another Appointing Authority without an interruption in service shall carry forward accrued and unused sick leave.

ARTICLE 10 - LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for leaves of absence or extensions thereof shall be submitted in writing by the employee to the employee's immediate supervisor as soon as the need for such leave or extension is known. Extension may be requested orally with prompt written confirmation when the need for the submission is not known in time for a written request. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Authorization for Leave. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for a leave of absence shall be answered by the supervisor promptly, including, upon request by the employee, a statement of the Appointing Authority's intent regarding whether or not the employee's position will be filled permanently. No leave of absence request shall be unreasonably denied and no employee shall be required to exhaust vacation leave accruals prior to a leave of absence except as required under Section 4F, Personal Leave.

When the Appointing Authority approves an unpaid leave of absence for an employee, the Appointing Authority shall advise the employee in writing of the steps the employee must take to continue insurance coverages.

When more than one (1) employee requests a discretionary leave and the Appointing Authority determines that a discretionary leave or leaves may be granted, such leave or leaves shall be granted on the basis of State Seniority to the most senior employee making such request, provided the Appointing Authority may deny such request of a senior employee(s) if the Appointing Authority determines that the senior employee(s) has special skills or knowledge that are needed to function properly and efficiently. No employee shall be permitted to exercise seniority more than once in any five (5) year period to receive priority consideration for a discretionary leave of absence. However, this restriction on the use of seniority would not preclude the employee from being granted additional leaves of absence where seniority for such leave is not an issue. The Appointing Authority reserves the right at any time to deny or limit the number of discretionary leaves as provided above.

Section 3. Paid Leaves of Absence. Paid leaves of absences granted under this Article shall not exceed the employee's normal work schedule.

A. **Bereavement Leave**. The use of a reasonable period of sick leave shall be granted in cases of death of the spouse, the domestic partner (same and opposite sex), or parents and grandparents of the spouse, or the parents/step-parents, grandparents, guardian, children, grandchildren, brothers, sisters, wards, or stepchildren of the employee. In addition, bereavement leave limited to one (1) regularly scheduled shift shall be granted in the case of the death of the parent of the employee’s minor child.

   Time off to attend the funeral of individuals not listed above shall be charged against vacation leave if the employee's supervisor has approved the time off and such approval shall not result in any additional costs.

   The supervisor shall make a reasonable effort to adjust the hours of an employee in order to permit his/her attendance at the funeral of a co-worker.

B. **Court Appearance Leave**. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job related purposes other than those instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid for the employee'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.

Unpaid leave shall be granted for other appearances before a court, judicial or quasi-judicial body in response to a subpoena.

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

D. **Jury Duty Leave**. Leave shall be granted for service upon a jury. "Service upon a jury" includes time when the employee is impaneled for actual service or is required by the Court to be present for potential selection for service. During any other time, the employee shall report to work. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury.

E. **Military Leave**. In accordance with Minnesota Statutes 192.26, up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military or naval reserves of the United States or of the State of Minnesota who are ordered or authorized by the appropriate authorities to engage in training or active service.

The employee, upon receiving written notification of duty, must notify his/her immediate supervisor within three (3) calendar days of receiving that written notification.

F. **Voting Time Leave**. Any employee who is eligible to vote in any statewide primary or 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 employee has made prior arrangements for such absence with his/her immediate supervisor.

G. **Emergency Leave**. The Commissioner of Employee Relations, after consultation with the Commissioner of Public Safety, may excuse State employees from duty with full pay in the event of a natural or man made emergency, if continued operation would involve a threat to the health or safety of individuals. Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Employee Relations authorizes a longer duration.

H. **Blood Donation Leave**. Leave shall be granted to employees to donate blood at an onsite and Appointing Authority endorsed program.

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

J. **Transition Leave**. At the Appointing Authority's discretion an employee 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 Application and Reinstatement provision of this Article.

K. **Investigatory Leave**. See Article 16, Discipline and Discharge.

L. **Paid Administrative Leave**. At the Appointing Authority's discretion, an employee may be placed on paid administrative leave for up to thirty (30) calendar days when the employee has

been involved in a critical incident, when the employee is being stalked or is a victim of domestic violence, and with written notice to the Local Union when the employee's continued presence in the workplace poses a risk to the employee or the organization, or while recovering from the side effects of an AIDS cocktail. The Commissioner of Employee Relations may authorize the leave to be extended for a period not greater than another thirty (30) calendar days, unless the Local Union has agreed to an extension(s) of longer duration. It is the Appointing Authority's policy to return an employee to active duty status as soon as is practical and prudent.

Section 4. Unpaid Leaves of Absence.

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

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

C. **Medical Leave**. Leaves of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended. An employee who becomes disabled while on layoff or other leave of absence shall have the right to apply for and receive medical leave status so the employee becomes eligible for disability pension.

D. **Parenthood Leave**. A Parenthood 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. The leave shall commence on the date requested by the employee and shall continue up to six (6) months provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority. An employee may commence this leave at any time in the first three (3) months following the birth or adoption of a child.

E. **Military Leave**. In accordance with Minnesota Statutes 192.261 and federal law, leave shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years.

   At an employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

F. **Personal Leave**. Leave may be granted to any employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article. Employees may be required to exhaust vacation leave accruals prior to personal leaves of absence of less than ten (10) working days.

G. **Precinct Caucus or Convention**. Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.

H. **Union Leave**. Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union Negotiating Team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency.

Upon the written request of the Union, leave shall be granted to employees who are appointed full time representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union Leave.

Leave time for service on a Union Master Negotiating Team/Assembly, supplemental negotiations, Agency meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a Union Master Negotiating Team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

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

J. **Volunteer Firefighter/Emergency Medical Technician/Natural Disaster Leave**. Employees, who notify their supervisor in advance that they are emergency medical technicians or members of volunteer fire departments, may be granted leave to respond to calls. Leave may also be granted to Red Cross, Civil Defense or First Responder volunteers in the event of a natural disaster or other catastrophe. This leave does not apply to any Unit 4 employee employed in direct care of residents or patients or in regular supervision of inmates, residents or students.

K. **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.

L. **Leave to Vote in Tribal Elections**. An employee who is eligible to vote in a tribal election shall be entitled to the time needed to vote, not to exceed one (1) day, provided that mail ballots are not being used and the election is not being conducted on the employee's regularly scheduled day off.

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

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

Section 5. Statutory Leaves. A list of statutory leaves is contained in Appendix M to this Agreement. Statutory leaves are subject to change or repeal and are not grievable or arbitrable under the provisions of Article 17 of this Agreement.

Section 6. Reinstatement after Leave. An employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. Failure to contact the Appointing Authority about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from State service. The Local Union and the Appointing Authority may agree to waive the five (5) month reassignment restriction in order to temporarily fill the position of an employee on unpaid Military Leave until s/he returns from active duty. Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in his/her former position or another position in his/her former class/class option in his/her seniority unit, or a position of comparable duties and pay within his/her seniority unit. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the Appointing Authority. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. (See also Article 12, Section 7A, regarding return from a leave of absence to a vacancy.)

ARTICLE 11 - JOB SAFETY

Section 1. General. It shall be the policy of the Appointing Authority to provide for the health and safety of its employees by providing safe working conditions, safe work areas, and safe work methods. In the application of this policy, the prevention of accidents, the creation and maintenance of clean, sanitary, and healthful restrooms and eating facilities shall be the continuing commitment of the Appointing Authority. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and failure to use this equipment and procedures may result in disciplinary action. Employees shall cooperate in all safety and accident prevention programs.

Section 2. Local Safety Committee. There shall be established in each department and/or principal place of employment (for example: institutions, hospitals, colleges, transportation department areas, Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum, a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The chair of the Committee shall be appointed by the Appointing Authority. The Appointing Authority may consider having co-chairs, one management and one labor. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, to review building security issues, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any. At the request of the Local Union or Safety Committee, hazard assessments will be made available for review.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections or safety related inspections by other public officials shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee along with the written reports of results, if any.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

Section 3. Employee Safety.

A. All incidents of workplace violence, unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor, or in his/her absence, the next higher level of supervision. Should the unsafe condition not be corrected within a reasonable time, the equipment or job practice shall be brought to the attention of the Safety Committee. Additionally, employees shall report any exposure to known or suspected carcinogens in writing on a separate form. A copy of the form shall be sent to the Local Safety Committee. Employees have the right to file complaints with the State Department of Labor and Industry OSHA Division. Alleged violations of OSHA standards are not subject to the grievance procedure.

B. 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, protective gloves, 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. The employee shall have the responsibility to use all such provided protective equipment.

C. All employees who are injured or who are involved in an accident during the course of their employment shall file a first report of injury and/or an accident report, on forms furnished by the Appointing Authority, no matter how slight the incident. A summary of the first report of injury and/or accident report shall be furnished to the Safety Committee. All such injuries shall be reported to the employee's immediate supervisor and any necessary medical attention, including transportation if required, shall be arranged. The Appointing Authority shall provide assistance to employees in filling out all necessary Workers' Compensation forms, when requested.

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

E. During every four (4) hour period in which an employee spends all his/her time on a VDT/CRT, the employee will be given a five (5) minute alternative work assignment or if this is not practicable, a five (5) minute rest period scheduled to interrupt continuous operation of the machine. This five (5) minute rest period is in addition to the formal rest period provided in Article 5, is not cumulative, and cannot be used at the beginning or end of a shift, formal rest breaks, or a lunch period.

F. Any pregnant employee assigned to operate a VDT/CRT or assigned direct care work with Department of Human Services residents/patients/clients, Faribault Residential Academies and Resource Center students, Department of Veterans Affairs' residents/patients, or Department of Corrections' inmates, may request reassignment to alternate work within her seniority unit. The Appointing Authority will attempt to accommodate such a request. Such reassignment shall not be subject to the provisions of Article 12, Section 4. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence, pursuant to Article 10, Section 4F.

G. Right to Refuse Work. Consistent with M.S. 182.654, Subd. 11, employees have the right to refuse work in certain circumstances as specified in the statute.

H. When infectious or contagious diseases are diagnosed among the inmate, resident or Academy student population, upon request of the Local Union, the Appointing Authority shall meet promptly with the Local Union to determine what steps, if any, are necessary to educate employees about the diseases and to determine what steps, if any, are necessary to safeguard the health and safety of the employees as well as the inmates, residents, and students.

I. Upon request of the Union or Local Union, the Appointing Authority shall conduct an annual health survey for the purpose of identifying the incidence of known occupational hazards for those employees who by nature of their jobs face serious health dangers through continued exposure to radiation, and toxic or hazardous chemicals.

Section 4. Meet and Confer on Assaultive Behavior. Upon request of the Local Union, the Appointing Authority and/or designees shall meet and confer with the Local Union regarding employee safety issues related to work-related assault or injury.

Section 5. Right to Know Training. The Employer and Appointing Authorities agree to work with the Union and Local Unions to provide required Right to Know training to all employees. Training will be given to employees who are routinely exposed to hazardous substances, harmful physical agents, and infectious agents.

Section 6. Building Safety. Upon the occurrence of any condition threatening a building or the area around it, immediate action shall be taken by the Appointing Authority to safeguard personnel, documents, and funds. A building emergency plan shall be developed by the Appointing Authority. The plan for building emergencies shall specify areas to be used for safety from the elements. It shall also specify actions to be taken by all occupants in emergency situations including building evacuation, search for unidentified objects, and occupation of shelter areas. No employee shall be required to participate in any search for an explosive or incendiary device against his/her wish, nor suffer any loss of pay because of any building evacuation in an emergency situation. The plan will also address the Appointing Authority's responsibility for employee training requirements and the need and frequency of practice evacuations.

Section 7. Policy on VDT Ergonomics. The VDT Ergonomics Policy adopted by the Statewide Safety Committee is contained in Appendix L. This policy is not subject to the grievance and arbitration provisions contained in Article 17 of this Agreement.

ARTICLE 12 - VACANCIES, FILLING OF POSITIONS

Section 1. Vacancies.

A. **Defined**. A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements, or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location thirty-five (35) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

B. **Exceptions**.

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.

2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi-public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

Section 2. Employment Condition. "Employment condition" means any limitation on continuous employment caused by the number of hours of work assigned to an employee, and his/her appointment status. Hours of work may be full time, part time, or intermittent. Appointment status may be unlimited, temporary, emergency, or seasonal.

A. **Hours of Work**.

1. **Full-time employee**. "Full-time employee" means an employee who is normally scheduled to work 80 hours in a biweekly payroll period.

2. **Part-time employee**. "Part-time employee" means an employee who is normally scheduled to work fewer than 80 hours in a biweekly payroll period.

3. **Intermittent employee**. "Intermittent employee" means an employee who works an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the agency require.

B. **Appointment Status**.

1. **Unlimited employee**. "Unlimited employee" means an employee who is appointed with no definite ending date.

2. **Temporary employee**. "Temporary employee" means an employee who is appointed with a definite ending date. A temporary employee's term of employment may not exceed a total of 12 months in any 24-month period in any one agency.

3. **Seasonal employee**. "Seasonal employee" means an employee who is appointed for no more than ten months during any 12 consecutive months but who is expected to return to work year after year.

4. **Emergency employee**. "Emergency employee" means an employee who is appointed for no more than 45 aggregate working days in any 12-month period for any single Appointing Authority.

Section 3. Work Areas. The Appointing Authority may define and/or redefine work areas provided that such work areas are based upon reasonable staffing and/or operational needs of the Appointing Authority and do not unreasonably diminish the bidding rights of employees. Upon request, the Appointing Authority will provide to the Local Union a list of current work areas.

Section 4. Reassignment.

A. **Within a Work Area**. The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and same employment condition and shift and work area provided such reassignment is within thirty-five (35) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1 of this Article.

B. **Between Work Areas or Shifts**. If no vacancy has been created (or if a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee) and it is necessary to reassign an employee within thirty-five (35) miles, the Appointing Authority shall request volunteers from among employees in the same class (or option) and same employment condition and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and same employment condition and work area/or shift from which the reassignment is to be made shall be reassigned. In addition, and upon request, the Appointing Authority shall provide to the Local Union President the name of any employee reassigned pursuant to Section 4B.

C. **Temporary Reassignment**. Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. With mutual agreement between the Local and the Appointing Authority, such reassignment may extend up to twelve (12) months. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

Section 5. Job Posting. [Note: When posting Unit 6 positions, refer to both this Article and Appendix O for an explanation of position qualifications.] Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists are stationed, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union. Such other procedures may include the use of electronic means of posting. 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the qualifications for the position (if Unit 6), the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans is attached in Appendix I.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

Section 6. Eligibility for Bidding. Permanent non-probationary classified employees in a different employment condition or different shift from the posted vacancy or in a work area different from the posted vacancy shall be eligible to bid for any vacancy within their class (or class option or another class option within that class for which they are qualified as determined by the Appointing Authority) and seniority unit. However, for the purposes of bidding, an unlimited part-time employee who is not eligible for the full Employer insurance contribution (less than 75%) may bid to an unlimited part-time vacancy with full Employer insurance contribution (75% or above) and an unlimited part-time employee in a less than 50% position may bid on a 50% or greater unlimited part-time vacancy, including within a period of six (6) months following the date upon which an employee exercised a successful bid.

Any employee who has successfully filled a vacancy via a bid other than a seasonal work crew vacancy shall not be entitled to bid on another vacancy for a period of six (6) months following the date upon which the employee exercised the bid. However, a permanent non-probationary classified employee who is part-time unlimited, part-time seasonal or full-time seasonal may bid on a full-time unlimited vacancy at any time.

Eligible employees may bid on filling of a posted vacancy by submitting a written or electronic application to the Appointing Authority which must be received on or before the expiration date of the posting to receive consideration.

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

Employees on seasonal layoff or permanent layoff shall be eligible to bid for any vacancy in the classification and seniority unit from which the employee was laid off. The employee is responsible to be aware of vacancies. The Appointing Authority shall not consider such a bid if acceptance would create a layoff or bumping situation or would prevent the recall of a more senior employee who was permanently laid off from the same class, employment condition and principal place of employment/location.

Section 7. Filling Positions. Vacant positions shall be filled as follows:

[Note: When filling Unit 6 positions, refer to both this Article and Appendix O for an explanation of "position qualified."]

A. **Bidding**. Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of Classification Seniority (State Seniority for Units 4 and 6), provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders. Bidders for Unit 6 positions must be position-qualified. [Note: for a posted vacancy in a Junior/Senior Plan, Classification Seniority is the combined Class Seniority of classes in the Junior/Senior Plan.]

Vacancies shall be filled by the posting and bidding process until there is no bid or until a maximum of three (3) such vacancies have been filled, whichever comes first. However, when a vacancy can be filled by an employee who has received notice of permanent layoff, only one (1) vacancy shall be filled by the posting and bidding process.

All bidders for a vacancy shall be notified, orally or in writing, of the acceptance or rejection of their bid in a timely manner.

When an employee returns from an approved leave of absence and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more Classification Seniority (State Seniority for Units 4 and 6) has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder. (See also Article 10, Section 6, regarding return from a leave of absence.)

Notwithstanding the above, the Appointing Authority shall not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation nor accept a bid from an employee in a different employment condition if acceptance of the bid would prevent the recall of an employee from the Seniority Unit Layoff List laid off from the same class, employment condition and location.

B. **Seniority Unit Layoff List**. Selection shall next be made from the Seniority Unit Layoff List unless the vacancy is being filled by an employee with more classification seniority who has received notice of permanent layoff.

1. **Same Employment Condition**. Selection shall next be made from employees (position-qualified for Unit 6) on the Seniority Unit Layoff List in order of Classification Seniority (State Seniority for Units 4 and 6) if such a list exists pursuant to Article 15, Section 3H. No new appointments shall be made in a seniority unit in a class (or option) and employment condition for which a Seniority Unit Layoff List exists until all employees (must be position-qualified for Unit 6) on such list have been offered the opportunity to accept the position.

2. **Different Employment Condition**. Selection shall next be made from employees (position-qualified for Unit 6) on the Seniority Unit Layoff List in order of Classification Seniority (State Seniority for Units 4 and 6) for the class (or option) and seniority unit in which the vacancy exists who were laid off from an employment condition other than that of the vacancy to be filled. Selection shall be limited to the geographic area (within thirty-five (35) miles) of the position from which the employee was laid off.

C. **Claiming**. Prior to accepting a claim, the agency has the option of filling the vacancy with a seniority unit employee (position-qualified for Unit 6) who has received notice of permanent layoff and has more state seniority than any claimer. If this option is not chosen, see Article 15, Section 3D3(g) regarding employee requests to claim positions in other seniority units to avoid layoff or bumping. However, if the agency must choose among claimers (position-qualified for Unit 6), seniority shall not be a consideration.

D. **Class (or Class Option) Layoff List**. If the vacancy is not filled through the claiming process or with a seniority unit employee who has received notice of permanent layoff, selection shall next be made from among employees on the Class (or Class Option) Layoff List. Selection from employees on this list shall not be unreasonably denied. Unit 6 employees selected off a Class Layoff List must be position-qualified.

E. **Other**. If the vacancy remains unfilled, the Appointing Authority shall have the option of filling the vacancy by the use of any of the following methods:

1. **Routine Service**. If a promotion is to be made to a routine service position, selection shall be made from among employees within the same seniority unit in which the vacancy exists who have expressed interest in the Routine Service position in the order of State Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants certified from the list or referred for Routine Service appointment; or,

2. **Voluntary Demotion**.

3. **Voluntary Transfer**.

4. **Reinstatement**.

5. **Multi-Source Recruitment and Selection System**. If a promotion is to be made using the State's multi-source recruitment and selection system, selection shall be made from among employees within the same seniority unit in which the vacancy exists, whose names are in the applicant pool in the order of State Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants in the applicant pool.

6. **Workers' Compensation Referrals**. Employees who have an active workers' compensation claim and have qualified for transfer or demotion will be referred along with qualified applicants from the agency. The Appointing Authority may appoint any of the applicants referred. If there are no qualified applicants from the agency, only the names of employees who have an active workers' compensation claim and have qualified for transfer or demotion will be referred. The Appointing Authority may fill the vacancy by other means only after demonstrating to the Commissioner of Employee Relations that none of the workers' compensation referrals are available, able or qualified to perform the duties of the vacancy.

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

Upon request, the Appointing Authority shall provide to the Local Union President the name of the applicant selected, the method used to select the applicant and any lists of applicants in the applicant pool used in the selection process.

When new classes (or class options) are established in the State service and in the seniority unit, employees within that seniority unit shall be afforded the opportunity to compete for appointment to vacancies in the new class through the selection process.

During the application of the posting, bidding and job filling process, the Appointing Authority may temporarily assign employees or make temporary appointments to vacancies to fulfill operational needs.

Section 8. Effects of Changes in Position Allocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of the position, such positions shall be considered vacant under the provisions of this Article and filled in accord with Sections 5, 6 and 7.

Section 9. Effects of Reallocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position, such situation shall be deemed a reallocation.

A reallocated position shall not be considered a vacancy under the provisions of this Article if the action leading to the change in the allocation of the position did not clearly result from the assignment of the incumbent to work out of class in a manner so as to by-pass the selection process, assignment of the incumbent to a vacancy in a new position which had not been allocated to a class, or other action taken without regard to the appropriate selection process.

When the reallocated position is not a vacancy, the incumbent employee shall be appointed to the reallocated position provided the employee has performed satisfactorily in the position and possesses any licensure, certification, or registration which may be required.

When the reallocated position is a vacancy or when the incumbent employee has not performed satisfactorily in the position or does not possess the required licensure, certification, or registration, the position shall be filled as provided in Sections 5, 6, and 7 of this Article.

When the incumbent is ineligible to be appointed to the reallocated position as provided above, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority. If the employee cannot be reassigned, transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

Employees may submit requests for job audits directly to the Department of Employee Relations or to an agency human resource office with delegated authority. An employee who has had a formal audit request submitted on his/her position shall be notified in writing of its receipt by the appropriate agency Human Resources Office.

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

The decision of the Commissioner of Employee Relations or an agency with delegated authority on the reallocation of any position shall not be subject to the grievance and arbitration provision of this Agreement.

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

The Employer shall provide the Union with information about reallocations of bargaining unit employees.

Section 10. Probationary Period.

A. **Required Probationary Period**. Except as provided below, all unlimited appointments to positions in the classified service shall be for probationary period specified in Section 10C.

No probationary period shall be required for a recall from a Seniority Unit Layoff List, or (for any employee laid off after October 23, 1995) for a recall from a Seniority Unit Layoff List within two (2) years of the date of layoff, or a transfer in the same class under the same Appointing Authority, or a transfer or demotion to a previously held class under the same Appointing Authority, or for those employees identified in Section 10B below where no prior written notice of the probationary period requirement was given to the employee.

B. **Discretionary Probationary Period**. An Appointing Authority may, with prior written notice to the employee, require a probationary period as specified in Section 10C for transfers and demotions to a new Appointing Authority or to classes in which the employee has not previously served, reemployment, reinstatement, recall from a Class (Class Option) Layoff List, or (for any employee laid off after October 23, 1995) recall from a Seniority Unit Layoff List more than two (2) years after the date of layoff.

C. **Length of Probationary Period**.

1. **50% or Greater Time Employees**. All probationary periods for all unlimited and seasonal employees who work 50% or more time shall be six (6) months. Any absence in excess of a total of ten (10) consecutive working days shall be added to the duration of the probationary period.

2. **Intermittents and Less Than 50% Time Employees**. All probationary periods shall be one thousand forty-four (1,044) working hours or a maximum of one (1) year. Working hours shall include hours actually worked. The probationary period under this Section shall be no less than six (6) months. Working hours shall also include paid holidays, compensatory time off taken, and paid leave taken in increments of less than the employee's normal work day.

3. **Reallocated Positions**. Notwithstanding 1 and 2 above, an incumbent appointed to a reallocated position shall serve a probationary period of three (3) months.

4. **Employees placed on layoff or seasonal layoff** prior to the completion of their probationary period shall be required to complete the probationary period upon return from the layoff or seasonal layoff.

5. **Time served on a temporary or a provisional appointment** (up to a maximum of one-half (1/2) of the probationary period) shall be credited toward the completion of the probationary period in the same position, class and seniority unit provided there is no break in service of more than one (1) payroll period, or provided the only break in service is an emergency appointment.

6. **Employees promoted or transferred prior to the completion of their probationary period**. If the employee does not successfully complete probation in the higher class, the employee shall return to the former class and resume the probationary period at the point it was interrupted.

For probationary periods that begin on or after the effective date of this Agreement, employees who promote or transfer prior to the completion of their probationary period and are required to serve a new probationary period, shall complete their probationary period in the previous class on the same date that they successfully complete their probationary period in the new class and/or agency. If the employee does not successfully complete probation in the new class and/or agency, the employee shall return to the former class and/or agency and resume the probationary period at the point it was interrupted.

7. **Employees demoted during or at the end of a probationary period** shall have the time in the higher class count toward the probationary period in the class to which such employees are demoted, except as provided in 6 above.

D. **Probationary Evaluation**. During the probationary period, the Appointing Authority shall conduct a minimum of one (1) performance counseling review of the employee's work performance at the approximate mid-point of the probationary period and furnish the employee with a written copy of the evaluation. Whenever practicable, intermittent employees shall have an initial performance review ninety (90) working days into their appointment. Employees shall be informed of areas of needed improvement.

E. **Trial Period**. Employees who have been appointed to a new class or transferred and required to serve a probationary period shall have a trial period of fifteen (15) calendar days for the purpose of evaluation. During this trial period, the employee may elect to return to the former position. An employee who returns to a former class under this section shall accrue seniority as if continually employed in the former class.

F. **Non-certification**. An Appointing Authority who does not certify a probationary employee shall notify the employee in writing with a copy to the Local Union of the reasons for the non-certification. The Union shall have the right to challenge such reasons through the third step of the grievance procedure. However, for any grievance other than non-certification, employees with permanent status in another class and serving a subsequent probationary period shall not be denied use of Article 17 through the arbitration process.

The employee who is non-certified shall be returned to his/her former class within the seniority unit from where the employee came, and if a vacancy exists, to the same geographic area. An employee who returns to a former class under this section shall accrue seniority as if continually employed in the former class. If there is no vacancy in the employee's former class and seniority unit, the layoff provisions of this Agreement shall apply. An employee who is non-certified following recall from a Seniority Unit Layoff List shall be returned to the layoff list for the time remaining.

Section 11. Performance Evaluations. See Article 18, Section 10, Performance Evaluations.

ARTICLE 13 - PROMOTIONAL RATINGS

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

ARTICLE 14 - TRANSFERS BETWEEN AGENCIES

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

If the receiving Appointing Authority does not require a new probationary period, the sending Appointing Authority shall agree to the transfer.

ARTICLE 15 - LAYOFF AND RECALL

Section 1. Layoff. An Appointing Authority may lay off an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the service of the employee.

Any reduction in hours of a less than full-time employee, except for intermittents, which would place the employee outside the bargaining unit shall constitute a layoff and shall be implemented in accord with the provisions of this Article.

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

- Length of layoff notice;
- Job and retraining opportunities;
- Alternative placement methods;
- Early retirement options pursuant to M.S. 43A.24, Subd. 2(i);
- Bumping/vacancy options for part-time employees to preserve their insurance eligibility or contribution; and
- Other methods of mitigating layoff or their effect on employees.

Section 3. Permanent Layoff.

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

B. **Advance Notice**. In the event a permanent layoff in the classified service of seniority unit employees becomes necessary, the Appointing Authority shall notify the Union and the Local Union President of the classification(s), number of positions and the employment condition(s) to be eliminated at least thirty (30) calendar days whenever practicable, but at least twenty-one (21) calendar days prior to the effective date of the anticipated layoff. At least twenty-one (21) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) therefor and the estimated length of the layoff period, to all affected employee(s) and to the Local Union President. The Appointing Authority may establish a date, no more than seven (7) calendar days prior to the effective date of the layoff, by which employees must choose the layoff option they will exercise. This date shall be indicated in the written notice of the layoff.

The written notice of a permanent layoff shall include a list of existing and anticipated vacant positions that an employee may accept in accord with Section 3D of this Article, a statement explaining the procedure to contact the Department of Employee Relations to apply for vacant positions, and notice of the need to indicate interest in temporary work. The written notice of a permanent layoff shall also include a general reference to the employee's claiming rights. The Appointing Authority shall provide the employee with information needed to apply for unemployment insurance and forms for continuing insurance coverage and forms to indicate availability for class and seniority unit recall.

C. **Layoff Notification**. The Appointing Authority shall send a layoff notice to the employee in the position to be eliminated. The layoff notice shall be provided to the employee in person whenever practicable and shall otherwise be sent by priority mail. At the Appointing Authority's discretion, an employee 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 Application and Reinstatement provisions of Article 10.

Upon request, an Appointing Authority shall provide an employee on notice of layoff assistance in searching for State employment.

Provisional, temporary and emergency employees shall be terminated before any layoff of probationary or permanent employees in the same class, employment condition and geographic location/principal place of employment.

Provisional employees shall be separated in inverse order of the date of their provisional appointment.

D. **Procedure**. The following provisions are all subject to the conditions for bumping or accepting vacancies which are contained in Section 3E. In all cases, the employee exercising an option is restricted to those positions within the same seniority unit (except in Option 3g, claiming). Employees may only bump within the same employment condition (except in Options 3f and h). Employees may be offered vacancies within their seniority unit in a different employment condition. However, the employee's refusal to accept a vacancy in a different employment condition shall not result in the forfeiture of other layoff options. For layoffs related to Unit 6 positions, refer to both this Article and Appendix O for an explanation of "position-qualified."

1. The employee in the position to be eliminated shall either:

a. Bump the least senior employee in the same class (or class option or another class option within that class for which the employee is determined by the Employer to be qualified) and the same shift within his/her work area within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6). This bumped employee shall bump the least senior employee in the work area within thirty-five (35) miles of the employee's current work location regardless of shift (employee must be position-qualified if Unit 6); or

b. Accept a vacancy in the same class (or class option or another class option within that class for which the employee is determined by the Employer to be qualified) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6); or

c. Accept a vacancy within thirty-five (35) miles of the employee's current work location in an equal class in which the employee previously served (employee must be position-qualified if Unit 6).

2. If options “1b” and “1c” above are not available, and the employee chooses not to accept option "1a", or option "1a" is not available, the employee shall either:

   a. Bump the least senior employee in the same class (or class option or another class option within that class for which the employee is determined by the Employer to be qualified) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6); or,

   b. Accept a vacancy in an equal class in which the employee has not previously served and for which the employee is determined by the Employer to be qualified and within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

3. If neither "2a" nor "2b" above is available or if only "2a" above is available, the employee may choose any of the following options:

   a. **Layoff**.

   b. **Vacancy Within Thirty-Five (35) Miles**. Accept a vacancy in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

   c. **Vacancy Outside Thirty-Five (35) Miles**.

      (1) **Same/Equal Class**. Accept a vacancy in the same class (or class option or another class option within that class for which the employee is determined to be qualified by the Employer), or in an equal class in which the employee has previously served or for which the employee is determined to be qualified by the Employer more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

      (2) **Lower Class**. Accept a vacancy in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

d. **Bump Within Thirty-Five (35) Miles**.

(1) **Equal Class**. Bump the least senior employee in an equal class (or class option) in which the employee previously served (or another class option within the class for which the employee is determined to be qualified by the Employer) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

(2) **Lower Class**. Bump the least senior employee in a lower class (or class option) in which the employee previously served (or another class option within the class for which the employee is determined to be qualified by the Employer) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

e. **Bump Outside Thirty-Five (35) Miles**.

(1) **Same/Equal Class**. Bump the least senior employee in the same class (or class option) or the least senior employee in an equal class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

(2) **Lower Class**. Bump the least senior employee in a lower class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

f. **Bump Temporary Appointment**. Bump any employee on a temporary appointment in the same class who has more than thirty (30) calendar days remaining on such appointment and is within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6). The temporary employee bumped shall be separated.

g. **Claiming**. An employee may request to transfer or demote to a non-temporary classified vacancy in another seniority unit in the same, transferable, or lower class (or class option) in which the employee previously served or for which the employee is determined to be qualified by the Employer, and the receiving Appointing Authority shall not unreasonably deny the request (for Unit 6, the employee must be position-qualified). Employees may not request a transfer or demotion to another Appointing Authority if such a vacancy is available to the employee at a pay level equal to the requested vacancy within thirty-five (35) miles of the employee's current work location which the current Appointing Authority determines to fill or if the employee has previously requested and has been offered a vacancy under this provision in the same or an equal class in the same employment condition within thirty-five (35) miles of the current position.

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

If the employee successfully claims but cannot be appointed until after the scheduled layoff date, the current Appointing Authority shall place the employee on unpaid leave or, upon mutual agreement, vacation leave until the new appointment begins. Vacation leave usage is not subject to Section 3 of Article 8.

For employees who transfer or demote to another seniority unit under this provision and who do not successfully complete the probationary period, the following shall apply:

(1) If the layoff notice period has expired, the employee shall be placed on layoff from his/her original seniority unit, class, employment condition, and location. Such employees are not subject to 3A - 3G of this Article but shall become eligible to be placed on layoff lists in accord with 3H on the effective date of the non-certification.

(2) If the layoff notice period has not expired, the employee shall be returned to his/her original seniority unit, class, employment condition, and location for the remainder of the notice period. Such employees shall not claim additional positions.

h. **Bump in Different Employment Condition Within Thirty-five (35) Miles**. An unlimited full-time or unlimited part-time employee may exercise this option only if 1a and 2a above are not available. An unlimited full-time employee may bump the least senior employee in the unlimited part-time employment condition and an unlimited part-time employee may bump the least senior employee in the unlimited full-time employment condition in the same class (or class option or another option within that class for which the employee is determined to be qualified by the Employer) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

E. **Conditions for Bumping or Accepting Vacancies**. The following shall govern bumping and accepting vacancies pursuant to Section 3A-D:

1. In all cases of bumping, the employee exercising bumping rights must have greater Classification Seniority (when bumping into a position in Unit 2, 3, or 7) or State Seniority (when bumping into a position in Unit 4 or 6) in the class into which the employee is bumping than the employee who is to be bumped.

2. An employee who does not have sufficient Classification Seniority (State Seniority for Units 4 and 6) to bump into a previously held class shall not forfeit the right to exercise Classification Seniority (State Seniority for Units 4 and 6) to bump into the next previously held class in the same seniority unit.

3. Any employee who has the option to fill a vacancy in the same class or in a class in which the employee previously served must possess more Classification Seniority (State Seniority for Units 4 and 6) than bidders, if any, to fill the vacancy.

4. Any employee who has the option to fill a vacancy in a class in which the employee has not previously served shall fill the vacancy only if there are no bidders.

5. When a vacancy exists in a class into which the employee has a right to bump and which is in the employee's current employment condition, the employee must accept the vacancy prior to exercising the option to bump except Option D1a.

6. If more than one employee (must be position-qualified if Unit 6) opts to fill a vacancy or bump another employee, the employee with the greater Seniority (Classification Seniority or State Seniority whichever is applicable) shall have priority in exercising that option.

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

8. Employees who were reclassified from Janitor, Senior to General Maintenance Worker Lead on July 1, 1986 may bump to General Maintenance Worker.

9. Any non-temporary employee bumped pursuant to this Section shall be laid off in accord with Section 3A - D of this Article.

The Appointing Authority need not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation nor a bid from an employee in a different employment condition if acceptance of the bid would prevent the recall of an employee from the Seniority Unit Layoff List laid off from the same class, employment condition, and location.

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

G. **Rights of Employees Returning to the Bargaining Unit**. Employees who have accepted positions in a bargaining unit not represented by the Union or positions excluded from any bargaining unit shall have bumping rights into a position in a bargaining unit represented by the Union in a class in which the employee previously served and for which the employee is determined to be qualified by the Employer only under the following conditions:

1. The employee may bump only into a position under the same Appointing Authority. For purposes of this Section only, Appointing Authority in the Department of Transportation is the same as seniority unit.

2. The employee shall have exhausted all bumping rights within his/her own bargaining unit or, if not in a bargaining unit, within the applicable framework.

3. The employee shall fill a vacancy in a class in which he/she has previously served or for which he/she is determined to be qualified by the Employer and for which there are no bidders prior to bumping any employee in a bargaining unit represented by the Union. Employees in bargaining units represented by the Union shall be able to fill a vacancy prior to the vacancy being filled by an employee from a bargaining unit not represented by the Union.

All bumps under this part are subject to the general conditions provided for in this Article.

H. **Layoff Lists**.

1. **Seniority Unit Layoff List**. The names of employees who have been laid off or have accepted a demotion or another employment condition in lieu of layoff, or been demoted as a result of a reallocation, shall be automatically placed on a Seniority Unit Layoff List for the seniority unit, class (or class option), geographic location and employment condition from which they were demoted, laid off or reallocated downward, in the order of their Classification Seniority (State Seniority for Units 4 and 6).

   Employees may also indicate on a written or electronic document provided by the Appointing Authority, other employment conditions and geographic locations for which they are available. Employees who were not able to bump, transfer, or demote to a previously held class(es) in lieu of layoff shall be placed on the Seniority Unit Layoff List for the previously held bargaining unit class(es) for which they have indicated availability. Employees shall indicate on a written or electronic document provided by the Appointing Authority, the class(es), geographic location(s) and employment condition(s) for which they are available. Employees may change their availability by notifying the Department of Employee Relations in writing. 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 employee's State Seniority, to a maximum of four (4) years.

2. **Class (or Class Option) Layoff List**. If employees provide the required information, the names of such employees shall also be placed on a Class (or Class Option) Layoff List for the class (or class option) from which they were demoted in lieu of layoff, laid off, or reallocated downward in order of their Classification Seniority (State Seniority for Units 4 and 6). Employees who were not able to bump, transfer, or demote to previously held class(es) in lieu of layoff shall also be placed on the Class (or Class Option) Layoff List for the previously held bargaining unit class(es) for which they have indicated availability. Names shall be retained on the Class (or Class Option) Layoff List for a minimum of one (1) year or for a period of time equal to the employee's Classification Seniority (State Seniority for Units 4 and 6), to a maximum of three (3) years.

   In order to be placed on the Class (or Class Option) Layoff List, the employee shall indicate, in writing on a document provided by the Appointing Authority, the geographic location(s) and the employment condition(s) for which he/she would accept employment. The employee may change his/her availability by notifying the Department of Employee Relations.

I. **Seniority Unit Vacancies**. For a period of ninety (90) calendar days after an employee has been permanently laid off from State service, the employee may apply for vacant positions in an equal or lower classification in their former seniority unit and if they qualify for the position, the employee's name shall be considered on the basis of State Seniority in the manner provided in Article 12, Section 7E5.

J. **Recall**. Employees shall be recalled from layoff in the order in which their names appear on the Seniority Unit Layoff List as provided in Section 3H of this Article (employee must be position-qualified if Unit 6).

   An employee on either the Seniority Unit or Class Layoff List shall be notified of recall by written personal notice (receipted) or certified mail (return receipt required) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. The employee 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. It shall be the employee's responsibility to keep the Appointing Authority informed of the employee's current address.

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

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

1. Recall to a permanent position from either layoff list except that an employee recalled to a permanent position in a different seniority unit or a different employment condition shall remain on the Seniority Unit Layoff List for his/her former location and employment condition only. If an employee is recalled to a previously held bargaining unit class, then he/she shall remain on the Seniority Unit and Class Layoff lists for former class(es) in a higher salary range than the class to which the employee was recalled. An employee who is recalled to a different seniority unit and who does not successfully complete the probationary period, shall be restored to the Seniority Unit Layoff List for the remainder of the time period originally provided in Section 3H.

2. Failure to accept recall to a position which meets the availabilities specified by the employee except that employees who fail to accept recall from the Class (or Class Option) Layoff List shall be removed only from that list. An employee who fails to accept recall to an employment condition for which the employee indicated availability shall remain on the Seniority Unit Layoff List for his/her former employment condition only. An employee who fails to accept recall to a previously held bargaining unit class from the Class Layoff list for which the employee indicated availability shall remain on the Seniority Unit Layoff list for that class, and the Seniority Unit and Class Layoff lists for all classes in a higher salary range.

3. Appointment to a permanent position in a class which is equal to or higher than the one for which the employee is on layoff list(s). If the employee is non-certified in this position, the employee's name will be placed back on the layoff list(s) for the time remaining.

4. Resignation, retirement or termination from State service.

Section 4. Seasonal Layoff.

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

B. **Advance Notice**. The Appointing Authority shall notify the Union and the Local Union President of the classification(s), number of positions and employment condition(s) to be seasonally laid off at least fourteen (14) calendar days prior to the effective date of the anticipated layoff. At least fourteen (14) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the seasonal layoff to all employee(s) about to be seasonally laid off and to the Local Union President. The written notice of a seasonal layoff to seasonal employees shall include the reason for the seasonal layoff, anticipated date of recall, the anticipated length of the work season subsequent to the layoff, and notice of the need to indicate interest in temporary work.

C. **Layoff Order**. Seasonal employees shall be seasonally laid off in inverse order of Classification Seniority (State Seniority for Units 4 and 6) within the employment condition, seniority unit and principal place of employment of the affected position(s) unless waived by mutual agreement between the employee and the Appointing Authority.

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

E. **Recall from Seasonal Layoff**.

Seasonal employees shall be recalled in the order of Classification Seniority (State Seniority for Units 4 and 6) to the seniority unit, employment condition, and principal place of employment from which they were laid off.

An employee on seasonal layoff shall be notified of recall by written personal notice (receipted), or certified mail (return receipt required) sent to the employee's last known address, at least fifteen (15) calendar days prior to the reporting date. The employee 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. It shall be the employee's responsibility to keep the Appointing Authority informed of the employee's current address.

F. **Removal from the Seasonal Layoff Record**.

Seasonal employees shall be removed from the seasonal layoff record for any of the following reasons:

1. Failure to accept recall to a seasonal position.

2. Conversion of the employee to permanent layoff as defined in Section 4G.

3. Resignation, retirement, or termination from State service.

4. Acceptance of a full-time or part-time unlimited position.

G. **Conversion to Permanent Layoff**.

A seasonal employee shall be on permanent layoff in the following circumstances:

1. the principal place of employment is abolished;

2. there is no anticipated date of recall;

3. the employee is not recalled from seasonal layoff within sixty (60) calendar days of the anticipated date of recall.

A seasonal employee who is permanently laid off shall have the right to exercise all the options under Section 3D.

Section 5. Temporary or Emergency Positions. If a position is to be filled by a temporary or emergency appointment, the appointment shall be offered to employees in the following order prior to filling the position by any other means:

A. Employees who are permanently laid off and not employed by the State if the position is in the same class, seniority unit, and geographic area from which they were laid off in order of Classification Seniority (State Seniority for Units 4 and 6);

B. Employees who are permanently laid off and not employed by the State if the position is in the same seniority unit and geographic area from which they were laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority;

C. Seasonal employees who are seasonally laid off if the position is in the same class and principal place of employment from which they were seasonally laid off in the order of Classification Seniority (State Seniority for Units 4 and 6);

D. Seasonal employees who are seasonally laid off if the position is in the same principal place of employment from which they are seasonally laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority.

In order to be eligible for emergency and temporary appointments, an employee must indicate in writing an interest to the Appointing Authority at the time of layoff.

The notice provisions of Section 3C and Section 4E shall not apply for filling such positions.

Employees accepting such positions shall be eligible employees for purposes of holidays, vacation leave and sick leave, provided such employees were eligible for those benefits in their immediately preceding appointment. Employees who were eligible for and enrolled in insurance coverage in their immediately preceding appointment will be eligible for those same coverages and at the same level of Employer contribution which they were previously receiving at the time of their layoff. This section shall not supercede the provisions of Article 19, Section 2B1 and Section 3C1. Such employees shall be eligible to bid only on vacancies in the class and seniority unit from which they were permanently or seasonally laid off under the provisions of Article 12, Section 6 of this Agreement. Upon expiration of the appointment, the employee shall return to full layoff status.

Section 6. Limited Interruptions of Employment. Any interruption in employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continues two (2) calendar weeks or less shall not be considered a layoff. Such limited interruption or reduction in hours may occur as a result of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons.

Prior to implementing a limited interruption of employment or a reduction in hours, the Appointing Authority, whenever practicable, shall meet with the Local Union to discuss the need for such action.

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift, and work location, the least senior employee(s) affected shall have their work interrupted or hours reduced. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit employees.

In the event limited interruptions of employment occur, employees shall, upon request, be entitled to advance of hours up to his/her scheduled hours in order to provide the employee 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 an employee's accumulated and unused vacation leave. If an employee elects to draw such advances, the employee shall not be permitted to reduce the employee's vacation accumulation below the total hours advanced. However, no employee after the first six (6) months of Continuous Service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the employee has been advanced under this Section. All overtime hours worked subsequent to such advances shall be credited against the employee's aggregate advance of hours until the advance is reduced to zero (0). Employees may use compensatory time in lieu of vacation to provide a full paycheck. An Appointing Authority may require employees who have accrued compensatory time to use such time before the use of vacation. Such employees may choose not to make up the lost hours.

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

Section 7. Subcontracting. In the event the Appointing Authority finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the Local Union 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 Local Union and discuss ways and means of minimizing any impact the subcontracting may have on the employees.

Section 8. Voluntary Reduction in Hours. Appointing Authorities may allow employee(s) to take unpaid leaves of absence to reduce layoffs otherwise necessary. If it is necessary to limit the number of employees in a work unit on unpaid leave at the same time, the Appointing Authority shall determine whether conflicts shall be resolved among classes or within a particular class based upon staffing needs. In either event, leave shall be granted on the basis of State Seniority within the employee's work unit.

Such employees taking leaves of absence under this Section shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the employees 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. Upon return from leave, the employee shall return to his/her former position.

Section 9. Exclusion. The provisions of this Article shall not apply to unclassified employees.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed upon an employee only for just cause.

Section 2. Union Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning, in person or by a phone interview, the employee during an investigation that may lead to discipline without first offering the employee an opportunity for union representation, and such meeting shall not take place until a Union representative is available or is released by his/her supervisor. Any employee waiving the right to such representation must do so in writing prior to the questioning, however, in the case of a phone interview, an employee may initially waive the right to representation orally. A copy of such waiver shall be promptly furnished to the Local Union President or Steward. The employee shall be advised of the nature of the allegation(s) prior to questioning. However, if any employee is being questioned during an investigation of resident/patient abuse, the employee, upon request, shall have the right to union representation. If an employee is being questioned for any other purpose, the employee shall be given a general overview of the nature of the investigation. Upon request, an employee shall be provided a copy of the transcript of his/her interview, if available, and/or be allowed to listen to a tape of his/her interview, if any.

Section 3. Disciplinary Procedure. Disciplinary action or measures shall include only the following:

1. oral reprimand;
2. written reprimand;
3. suspension;
4. demotion; and
5. discharge.

If the Appointing Authority has reason to discipline an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public. Oral reprimands shall be identified as such. Oral reprimands cannot be referenced in future disciplines provided that no further disciplinary action has been taken against an employee for two (2) years from the date of the oral reprimand.

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

An employee who has been notified by his/her Appointing Authority that he/she is being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its conclusion.

Section 4. Investigatory Leave. The Appointing Authority/designee may place an employee who is the subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such leave.

Section 5. Discharge. The Appointing Authority shall not discharge any permanent employee without just cause. If the Appointing Authority feels there is just cause for discharge, the employee and the Local Union shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to union representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee 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.

Section 6. Appeal Procedures. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in Article 17.

The Union shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accord with this procedure through the arbitration step if deemed necessary.

The termination of unclassified employees is not subject to the arbitration provisions of Article 17 (Grievance Procedure).

Section 7. Personnel Files.

A. **Materials in File**. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record.

   An oral reprimand shall not become a part of an employee's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel record. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response included therein.

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

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 Union.

Any disciplinary material removed from a personnel file under this section may be referenced by the Employer in a future disciplinary action for purposes of notice, but cannot be used by the Employer to demonstrate progressive discipline.

B. **Employee/Union Access to File**. The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Union representative upon the written request of the employee. In the event a grievance is initiated under Article 17, the Appointing Authority shall provide a copy of any items from the employee's personnel office record upon the request of the employee. Up to ten (10) copies of such material shall be without cost to the employee, Local Union, or Union. A supervisor's file is subject to the release provisions of the Minnesota Government Data Practices Act.

C. **Removing Materials from File**. Upon the employee's request, the following documentation shall be removed from the employee's personnel file:

1. a written reprimand provided that no further disciplinary action has been taken against the employee for two (2) years from the date of the written reprimand;

2. a written record of a suspension of ten (10) days or less provided that no further disciplinary action has been taken against the employee for three (3) years from the effective date of the suspension;

3. a written requirement to provide a medical statement (and any such statements) due to suspected sick leave abuse, provided that the employee has not received such a requirement for one (1) year from the expiration of the previous requirement.

4. a "letter of expectation" provided that the employee has performed satisfactorily for one (1) year from the date of the "letter of expectation".

5. Formal grievances filed by the Union in accordance with the provisions of Article 17, Grievance Procedure, shall not be retained in the employee's personnel file. This includes the grievance form and the Settlement and Release document. However, this material may be stored in the Human Resources Office and will be subject to the provisions of the Minnesota Government Data Practices Act.

   Upon request, disciplinary letters which have met the contractual conditions of removal from the employee's personnel file shall also be removed from the supervisor's file.

A written request to remove a document from a personnel file under this section shall not be placed in the file.

Materials removed pursuant to this section shall be provided to the employee.

Section 8. Resignations. An employee shall have the right to withdraw a written resignation within three (3) calendar days of its submission.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Employees are encouraged to attempt to resolve the occurrence of any grievance on an informal basis with the employee's immediate supervisor at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

If an employee/former employee pursues an appeal procedure under M.S. 197.46 (or other applicable Veterans Preference law), the employee/former employee shall be precluded from making an appeal under the following grievance procedure.

Section 2. Processing Grievances.

A. **Release-time**. Union Representatives and the grievant, as specified in "B" below, shall be allowed a reasonable amount of time, without loss of pay, during working hours while on the Appointing Authority's premises to investigate or process grievances in steps 1 through 3. Union representatives and the grievant shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor, which shall not be unreasonably withheld.

B. **Representatives**.

Step 1: Up to two (2) of the following Union Representatives may participate: Union Steward, Chief Steward, Union President, Union Vice-President, with or without the grievant.

Steps 2 and 3: Up to three (3) of the same Union Representatives may participate with or without the grievant. In addition, the Union Staff Representative may participate in Step 3.

Upon agreement of the Union and the Employer, the Local Union Steward, Chief Steward, President, and Vice-President need not be from the same seniority unit or bargaining unit as the grieving employee.

C. See Appendix K entitled "Appointing Authority/Designee's Duty to Furnish Information to Exclusive Representatives Regarding Contract Grievances."

D. **Steps**.

STEP 1: The designated Union Representative(s), with or without the employee, shall attempt to resolve the matter with the employee's immediate supervisor within twenty-one (21) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond to the Union Representative within seven (7) calendar days.

STEP 2: If the grievance has not been resolved to the satisfaction of the Local Union within seven (7) calendar days after the immediate supervisor's response is due, it may be presented in writing by the designated Union Representative to the next level of supervision which has been designated by the Appointing Authority to process grievances. The written grievances shall state the nature of the grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly violated, and the relief requested. The designated Appointing Authority Representative shall arrange a meeting with the Union Representative(s) to discuss the grievance within seven (7) calendar days. A written response shall be forwarded to the Union Representative within seven (7) calendar days of the meeting.

STEP 3: If the grievance still remains unresolved, it may be presented to the Appointing Authority or designated representative by the designated Union Representative within seven (7) calendar days after the Step 2 response is due. The Appointing Authority or designee shall arrange a meeting with the designated Union Representative(s) within seven (7) calendar days. The Appointing Authority or designee shall respond to the Union Representative and the Union staff representative in writing within seven (7) calendar days.

STEP 4: If the grievance remains unresolved after the response of the Appointing Authority is due, the Union shall have sixty (60) calendar days in which to submit a letter to the State Negotiator and the Appointing Authority stating its desire to proceed to arbitration. Within five (5) calendar days after the Union has notified the State Negotiator that it desires to proceed with the arbitration of the grievance the parties shall determine the arbitrator to hear the arbitration by the method provided for in Section 3 of this Article. Except as provided in the procedures for Section 4, expenses for the arbitrator's services and the proceedings shall be borne by the losing party, however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a charge, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties. Except as provided in the procedures for Section 4, the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the other party and the arbitrator.

E. The Union and the Employer agree to meet and confer to review the grievance procedure as it applies to small agencies and boards.

Section 3. Arbitration. Except as indicated in Section 4 below, all arbitrations arising under this Agreement shall be conducted by an Arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon the arbitrator, the parties shall request a list of five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Union shall have the right to strike two (2) names from the list. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one (1) name and the process shall be repeated and the remaining person shall be the arbitrator.

Section 4. Expedited Arbitration. The parties agree to utilize an expedited arbitration procedure for mutually identified grievances in the interest of achieving swift and economical resolution of those grievances.

Section 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties of this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented.

Section 6. Time Limits. If a grievance is not presented within the time limits set forth above or the time limits set forth in a Supplemental Agreement, it shall be considered "waived." If a grievance is not appealed to the next step or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority's last answer. If the Appointing Authority or its agents does not answer a grievance or an appeal thereof within the specified time limits, the Union or its agents 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 its agents and the Union or its agents in each step and such extension will not be unduly denied. By mutual agreement of the Appointing Authority and the Union, the parties may waive Steps 1, 2 and/or 3.

By mutual agreement of the parties, time limits may be extended for the purpose of entering an employee into an Employee Assistance Program. Requests by the Union or Appointing Authority to so extend time limits shall not be unreasonably denied. All such agreements shall be in writing and signed by both the Union or its agents and the Appointing Authority or its agents.

ARTICLE 18 - WAGES

Section 1. Salary Ranges.

A. **Salary Range Assignments**. The salary ranges for classes covered by this Agreement shall be those contained in Appendix E. In the event that bargaining unit employees are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such class shall be established by the Department of Employee Relations which will advise the Union 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.

B. **Range Reassignments**. The Employer may assign a class to a higher salary range during the life of this Agreement after consultation with the Union. Upon request of the Union, the Employer will meet and negotiate regarding movement of current employees to the higher salary range. The Union may cancel this provision with seven (7) calendar days advance written notice to the Employer.

Section 2. First Year Wage Adjustment. Effective July 1, 2005, all salary ranges and rates shall be increased by two (2.0) percent, rounded to the nearest cent.

Effective July 1, 2005, all employees shall be assigned to the same relative salary step within the salary range for their respective class as specified in Appendix E except as set forth below.

Effective July 1, 2005, all employees, including those employees whose rates of pay exceed the maximum rate of pay for their class shall receive a salary increase of two (2.0) percent.

Conversion to the new compensation grid shall not change an employee’s eligibility for step progression increases.

Section 3. Second Year Wage Adjustment. Effective July 1, 2006, all salary ranges and rates shall be increased by two (2.0) percent, rounded to the nearest cent.

Effective July 1, 2006, all employees shall be assigned to the same relative salary step within the salary range for their respective class as specified in Appendix E except as set forth below.

Effective July 1, 2006, all employees, including those employees whose rates of pay exceed the maximum rate of pay for their class shall receive a salary increase of two (2.0) percent.

Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Section 4. Progression. All increases authorized by this Section shall be effective at the start of the pay period nearest to the completion of the months of required satisfactory service, except for employees in the class Laborer, General, where increases shall be effective at the start of the pay period following completion of the required hours of satisfactory service.

Appointing Authorities may withhold step increases because of unsatisfactory service with written notice to the employee. Increases so withheld may subsequently be granted upon certification by the Appointing Authority that the employee has achieved a satisfactory level of performance. If an Appointing Authority fails to give the employee written notice that a step increase is to be withheld prior to the date on which the increase is due, the increase shall be granted.

A. **Compensation Grids 3-4-6, 7, and 7C**. Employees in classes covered by compensation grids 3-4-6, 7, and 7C shall advance to the second, third, and fourth steps at the completion of six (6) months of satisfactory continuous service at the previous step. Employees at or beyond the fourth step shall advance to the next higher step at the completion of twelve (12) months of satisfactory continuous service at that step, until the maximum rate of pay is attained.

B. **Compensation Grid 7 – DVS Exam and Inspection Specialist, DVS Exam and Inspection Specialist Senior, and Driver Improvement Specialist**. Employees in the classes DVS Exam and Inspection Specialist, DVS Exam and Inspection Specialist Senior, and Driver Improvement Specialist shall advance from step one to step two at the completion of six (6) months of satisfactory continuous service. Employees at or beyond the second step shall advance to the next higher step at the completion of twelve (12) months of satisfactory continuous service at that step.

C. **Compensation Grid 2**. Employees in classes covered by compensation grid 2 shall advance to the second, third, fourth, and fifth steps at the completion of six (6) months of satisfactory continuous service at each step. Employees at the fifth step shall advance to step six after completion of twelve (12) months of satisfactory continuous service at that step.

D. **Compensation Grids 2A and 3A (Excluding Laborer-General)**. Employees in the classes Building Maintenance Coordinator, Storage Garage Coordinator, General Maintenance Worker, General Maintenance Worker-Lead, Materials Transfer Driver, and Supported Employment Worker shall advance to the next higher step at the completion of the months of satisfactory continuous service specified on the compensation grid for that class, until the maximum rate of pay is attained.

E. **Compensation Grid TSS (Transportation Specialist Series)**. Employees in the classes Transportation Associate, Transportation Generalist, Transportation Generalist Senior and Transportation Specialist shall advance to the next higher step at the completion of the months of satisfactory continuous service specified on the compensation grid for that class, until the maximum rate of pay is attained.

F. **Compensation Grid 3A - Laborer, General**. Employees in the class Laborer, General shall advance to the next higher step at the completion of the hours of satisfactory service specified on the compensation grid for that class until the maximum rate of pay is attained.

G. **Compensation Grid 4A - Human Services Technician**. Employees in the class Human Services Technician shall advance to the next higher step at the completion of twelve (12) months of satisfactory continuous service at each step until step 15. Employees shall advance to the last step at the completion of six (6) months of satisfactory continuous service.

H. **Compensation Grids - Temporary Employees and Student Workers**. Employees on temporary appointments and employees in the classes Student Worker-Clerical, Student Worker-Custodial/Maintenance, Student Worker-Paraprofessional and Student Worker-Paraprofessional, Senior shall be eligible for step increases after twelve (12) months of satisfactory continuous service at a step, until the maximum rate of pay is attained.

If a temporary employee is subsequently appointed to an unlimited position with no break in service, or with an emergency appointment as the only break in service, continuous service in the temporary appointment shall be counted toward completion of the progression service requirement in the new position. If the employee is immediately eligible for a progression increase upon appointment to the unlimited position because they have completed at least six (6) months of continuous service at a step with a six (6) month service requirement, the increase shall be effective at the start of the pay period beginning on or after the date of the unlimited appointment.

Section 5. Salary Upon Class Change.

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

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

C. **Voluntary Demotion**. An employee who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

D. **Demotion in Lieu of Layoff**. Any employee who demotes as part of the layoff procedure in Article 15 of this Agreement shall retain his/her current rate of pay or the rate of pay at the top of the pay range of the class to which he/she demotes, whichever is less. However, an employee may continue to receive a rate of pay in excess of the maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations. Employees covered by this Agreement who demote within a seniority unit as a result of a single layoff shall be treated consistently.

E. **Non-certification During Probationary Period**. An employee 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 employee would have received had he/she remained in the former class.

F. **Salary Over Maximum on Reallocation**. If a position is reallocated or recompared to a class with a lower salary range maximum, and the salary of the employee exceeds the maximum of the new range, the employee shall be placed in the new class and shall retain his/her current salary. In addition, the employee shall receive any across-the-board wage increase as provided by this Agreement.

G. **Exception for Clerical Consolidation Transition**. All employees who were converted to a new consolidated clerical class effective July 8, 1998, (or were reallocated or had a change of allocation to a consolidated clerical class between the dates of July 8, 1998, and June 30, 1999), are eligible for across-the-board increases even if their salary is above the salary range maximum. This exception applies until the employee moves to a new classification.

Section 6. Shift Differential. The shift differential for employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 7:00 P.M. shall be sixty cents ($0.60) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential.

Section 7. Work Out of Class. When an employee 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 employee shall be paid for all such hours at the employee's current salary when assigned to work in a class which is a transfer or demotion. For a class which is a promotion, an employee shall receive an increase to the minimum rate of the new class or at least one (1) step higher than the employee's current salary, whichever is greater.

If an employee is assigned to work out of class but does not meet the ten (10) consecutive work day standard, and within five (5) working days the employee is subsequently assigned to work out of class to the same assignment, the previous time served on work out of class will count towards meeting the ten (10) consecutive work day standard.

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

If the Appointing Authority determines to make a work-out-of-class assignment of six (6) or more consecutive months to a higher class represented by the Union, the Appointing Authority shall appoint the most senior capable and available employee among or within classes and among or within work areas as determined by the Appointing Authority.

Section 8. Severance Pay. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service except for discharge for cause. Employees with less than twenty (20) years continuous State service shall receive severance pay upon mandatory retirement or retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State 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.

Employees who separate from State service with twenty (20) or more years of continuous State service and are eligible to receive severance pay will have one hundred percent (100%) of severance pay converted to the MSRS administered Health Care Savings Plan (HCSP). Employees with less than twenty (20) years of continuous State service who are eligible to receive severance pay upon retirement or retirement at or after age sixty-five (65) will have one hundred

percent (100%) of severance pay converted to the MSRS administered Health Care Savings Plan (HCSP). Employees who do not meet the criteria for the HCSP or whose severance payouts total less than five hundred dollars ($500) will continue to receive such payments in cash. The MSRS administered Health Care Savings Plan (HCSP) does not apply to permanent or seasonal layoffs. In the case of the death of an employee, severance payment shall be made in cash.

Severance pay shall be equal to forty (40) percent of the employee's first nine hundred (900) hours of accumulated but unused sick leave, and twelve and one-half (12 1/2) percent of the employee's accumulated but unused sick leave in excess of nine hundred (900) hours, times the employee's regular rate of pay at the time of separation.

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

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 employee 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 9. Injured on Duty Pay. An employee 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 employee's regular rate of pay and benefits paid under Workers' Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two hundred forty (240) times the employee's regular hourly rate of pay per disabling injury.

Section 10. Performance Evaluations. Employees shall be given the opportunity to sign the performance evaluation, but such signing does not indicate acceptance or rejection of the evaluation. The employee shall receive a copy of the performance evaluation at the time he/she signs it. Performance evaluations shall not be signed or presented by another employee covered by this Agreement. If the Appointing Authority adds comments to the performance evaluation after the evaluation has been signed by the employee, the Appointing Authority shall notify the employee of the change. The employee shall have twenty (20) calendar days from the date of the receipt of the finalized appraisal to file a written response in the employee's personnel file.

Pursuant to the Department of Employee Relations Administrative Procedure No. 20, an employee may appeal his/her performance rating to the Appointing Authority within thirty (30) calendar days of the official date of rating. The decision of the Appointing Authority is final. At the employee's request a Union Representative may be present during the appeal meeting(s).

Upon request, an employee is entitled to a copy of his/her current position description. Upon request of a local union, an Appointing Authority shall develop an internal appeal system to review disputes regarding the accuracy of position descriptions. The Appointing Authority shall meet and confer with the local union prior to implementation of the appeal system. Such position descriptions shall not be grievable.

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

Section 12. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to a maximum of five thousand dollars ($5,000) per calendar year.

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

Section 14. Deferred Compensation. The Employer agrees to provide employees covered by this Agreement with a state-paid contribution to the deferred compensation program under M.S. 352.96. The state-paid contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis not to exceed one hundred and seventy-five dollars ($175) per employee in each fiscal year of the Agreement.

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

Section 15. Radio Communications Differential. Radio Communications Operators working in the Twin Cities Metropolitan Area shall receive a differential of $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.

ARTICLE 19 - INSURANCE

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

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

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

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

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

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

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

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

4. **Retired Employees**. An employee 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 employee 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.

5. **Transportation Associate Trainees**. An employee in the class of Laborer, General, who is not insurance eligible, shall become insurance eligible upon appointment to the class of Transportation Associate Trainee.

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

1. **Spouse**. The spouse of an eligible employee (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 employee'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 mental retardation, mental illness or physical disability and is chiefly dependent on the employee 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 employee's prior Employer.

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

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

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

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

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

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

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

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

3. Part-time unlimited employees anticipated to work at least sixty (60) hours per pay period in insurance eligible positions for three (3) months or who have worked at least sixty (60) hours per pay period in insurance eligible positions for three (3) months and who are anticipated to continue to work at that level in insurance eligible positions. If the employee does not continue to meet this standard, the employee's insurance eligibility status shall be changed to the appropriate level.

   This language supersedes any DHS supplemental language in which hours worked under the Part-Time Hours Procedure do not count toward insurance eligibility status. For Mn/SCU employees, refer to the letter in Appendix N.

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

   1. **Part-time Employees**. Employees 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 Employees**. Seasonal employees who are scheduled to work at least 1044 hours over a period of any twelve (12) consecutive months.

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

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

   2. **Employees on Layoff**. A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been 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. Rehire to a non-certified or temporary position will not extend this period.

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

   4. **Corrections Early Retirement Incentive**.

      a. Any employee who attains the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is covered by the Correctional Early Retirement Plan may opt during the pay period in which his/her fifty-fifth (55th) birthday occurs to take advantage of the early retirement incentive.

Employees 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 employee was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement. Employees 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 employee attains the age of sixty-five (65). An employee 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 employee 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.

Employees 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 employee was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement. Employees 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 employee attains the age of sixty-five (65). An employee 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 employee at the time of his/her retirement, divided by the number of months until the employee attains the age of sixty-five (65).

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

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

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

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

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

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2006. The Employer Contribution amounts and rules in effect on June 30, 2005 will continue through December 31, 2005.

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

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

2. **Dependent Coverage**. For dependent health coverage for the 2006 and 2007 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. **Employee Coverage**. For employee dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee. However, for calendar years beginning January 1, 2006, and January 1, 2007, the minimum employee contribution shall be five dollars ($5.00) per month.

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

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

Section 5. Coverage Changes and Effective Dates.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

g. Family Medical Leave Act (FMLA) leave.

h. Judgments, decrees or orders.

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

j. Open enrollment under the plan of another Employer.

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

l. A COBRA-qualifying event.

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

n. Entitlement to Medicare or Medicaid.

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

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

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

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

C. **Effective Date of Coverage**.

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

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

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

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

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

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

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

D. **Open Enrollment**.

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

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

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

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

Section 6. Basic Coverages.

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

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

2. **Coverage Under the Minnesota Advantage Health Plan**. From July 1, 2005 through December 31, 2005, health coverage under the SEGIP will continue at the level in effect on June 30, 2005. Effective January 1, 2006, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

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

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

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

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

4) **Advantage Benefit Chart for Services Incurred During Plan Years 2006 and 2007**.

2006 and 2007 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)	$30/$60	$100/$200	$280/$560	$500/$1000
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment 2) Not having taken health assessment	1) $15 2) $20	1) $20 2) $25	1) $20 2) $25	1) $30 2) $35
Minute Clinic (deductible waived)	$10	$10	$10	$10
Emergency room copay	$50	$50	$50	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Facility copays • Per inpatient admission • Per outpatient surgery	$50 $25	$150 $75	$400 $150	N/A – subject to Deductible and 30% Coinsurance to OOP maximum
Coinsurance for services NOT subject to copays	0% (100% coverage after payment of deductible)	0% (100% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	30% 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)	30% for all services to OOP maximum after deductible
Copay for formulary/ non-formulary prescription drug plan	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary	$15 formulary $30 non-formulary
Maximum drug out-of-pocket limit (S/F)	$650/$1,300	$650/$1,300	$650/$1,300	$650/$1,300
Maximum non-drug out-of-pocket limit (S/F)	$1,000/$2,000	$1,000/$2,000	$1,000/$2,000	$1,000/$2,000

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

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:

Formulary copayment: Fifteen dollar ($15) copayment per prescription or refill for a formulary drug dispensed in a thirty-four (34) day supply.

Non-formulary copayment: Thirty dollar ($30) copayment per prescription or refill for a non-formulary drug dispensed in a thirty-four (34) day supply.

Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of six hundred fifty dollars ($650) per person or one thousand three hundred dollars ($1,300) 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 four (34) day supply or one hundred (100) units when purchased with insulin.

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

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 employees 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 dollars ($1,000) per person or two thousand dollars ($2,000) per family.

k. **Minute Clinics**. Services received at Minute Clinics are subject to a ten dollar ($10) copayment in each year of the Agreement. First dollar deductibles are waived for Minute 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 2007 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 2007 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 2006 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

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

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

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

   a. **Develop programs**.

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

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

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

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

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

B. **Employee Life Coverage**.

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

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

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

3. **Additional Death Benefit**. Employees who retire on or after July 1, 1985, shall be entitled to a five hundred dollar ($500) death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled to an annuity under a State retirement program. A five hundred dollar ($500) cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

Section 7. Optional Coverages.

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

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

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

   a. **Copayments**. Effective January 1, 2006, 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. **Employee**. An employee may purchase up to five hundred thousand dollars ($500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An employee who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

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

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

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

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

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

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

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

C. **Disability Coverage**.

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

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

D. **Accidental Death and Dismemberment Coverage**. An employee may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging

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

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

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

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

ARTICLE 20 - EXPENSE ALLOWANCES

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

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

When employees do not report to the office during the day or are required to make business calls before or after reporting to the office, their allowable mileage is the lesser of the mileage from their home to the first stop or from the office to the first stop; all mileage between points visited on state business during the day; and the lesser of the mileage from the last stop to their home or from the last stop to the office.

Employees accepting mobility assignments, as defined in Administrative Procedure 1.1, are not eligible for mileage reimbursement for the trip between their home and the mobility assignment.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of forty-two (42) 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 on the most direct route.

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

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

Section 4. Overnight Travel. Employees 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. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed $16.00 per week for laundry and dry cleaning for each week after the first week.

Personal telephone call charges shall be reimbursed in the following manner: the maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home by three (3) dollars.

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

A. **Breakfast**. Breakfast reimbursements may be claimed only if the employee is on assignment away from his/her home station in a 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 employee 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 employee 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**. Maximum reimbursement for meals including tax and gratuity, shall be:

Breakfast	-	$ 7.00
Lunch	-	$ 9.00
Dinner	-	$14.00

Employees who meet the eligibility requirements for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement 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. Consecutive meals may include a dinner and a breakfast the subsequent morning.

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

Section 8. Training Expenses.

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

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 Article.

C. **Travel Time**. Employees attending conferences, seminars, workshops or training at their own initiative shall not be compensated for more than eight (8) hours per day, unless required by state or federal law.

   Employees attending these events at the direction of the Appointing Authority shall be compensated for hours of attendance and travel time.

D. **Appeal Procedure**. Upon request of the Local Union, an Appointing Authority shall develop an internal appeal system to review the denial of a training request. A copy of the appeal and the determination shall be sent to the Local Union. Such determination shall not be grievable.

Section 9. Parking. Any parking fee increase to the employee in a State-owned lot shall be limited to the actual cost increase.

In addition, it is agreed that State agencies must offer the Local Union an opportunity to meet and confer prior to implementing changes in local parking policies and prior to the relocation of agency offices.

Employees cannot be charged for parking if they do not use parking. This does not apply to absences of less than one (1) month or in situations where the employee voluntarily continues to pay the parking fee.

Section 10. Certification and Licensure. If the Appointing Authority decides to implement a new licensure and/or certification requirement, the Appointing Authority shall, upon request of the Union, meet and confer on the subject of reimbursement of necessary expenses involved in obtaining the licensure or certification for current employees in the job classification.

ARTICLE 21 - RELOCATION ALLOWANCES

Section 1. Authorization.

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

Employees who move to a new position as the result of a bid/expression of interest or who return to a former position during the trial period are not eligible for reimbursement of any relocation expenses.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months or an extension has been approved by the Appointing Authority.

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

- are required by an Appointing Authority to change residence as a condition of employment.
- accept a promotion.
- must accept a layoff option beyond thirty-five (35) miles because no vacancy or bumping option is available within thirty-five (35) miles.
- 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.

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

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

D. **Discretionary Reimbursement**. The sending or receiving Appointing Authority may, at its sole discretion, reimburse relocation expenses to eligible employees who claim a vacant position in another seniority unit.

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

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

A. **Travel Status**. Employees 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 and shall be allowed standard travel expenses to return to their original work station once a week while being lodged at their new station, or by mutual agreement between the employee and the Appointing Authority, travel between their original work station and their new work station on a daily basis. If the first option is used, standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

B. **Realtor's Fees**. Realtor's fees for the sale of the employee's domicile, not to exceed $5,000, shall be paid by the Appointing Authority. Additional realtor’s fees of up to $10,000 total may be paid at the discretion of the Appointing Authority.

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

D. **Miscellaneous Expenses**. The employee 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 such items as: fees involved in the purchase of housing in the new location, disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the cost of moving up to two (2) cars, the reasonable transportation costs of the employee's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article 20 (Expense Allowances)), or other direct costs associated with rental or purchase of another residence. 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.

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

ARTICLE 22 - WORK RULES

An Appointing Authority may establish and enforce reasonable work rules that are not in conflict with the provisions of this Agreement. Such rules shall be applied and enforced without discrimination. The Appointing Authority shall discuss and, upon request, meet regarding the changes in new or amended work rules with the Local Union, explaining the need therefor, and shall allow the Local Union reasonable opportunity to express its views prior to placing them in effect. Work rules will be labeled as new or amended and shall be posted on appropriate bulletin boards as far in advance of their effective date as practicable.

ARTICLE 23 - NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, or political affiliation or as defined by statute or executive order. The Union shall share equally with the Appointing Authority the responsibility for applying this provision of the Agreement.

The Appointing Authority agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Appointing Authority or any Employer representative against any employee because of Union membership or non-membership or because of any employee activity in an official capacity on behalf of the Union, which is in accord with the provisions of this Agreement.

The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in each bargaining unit without discrimination, interference, restraint, or coercion because of membership or non-membership in the Union.

Employees covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees, the general public and/or clients.

See Appendix J entitled "Prohibition of Sexual Harassment."

ARTICLE 24 - MANAGEMENT RIGHTS

It is recognized that, except as expressly modified by this Agreement, the Employer retains all inherent managerial rights necessary to operate and direct the affairs of the Employer and its agencies in all its various aspects.

These rights include but are not limited to the right to determine policy, functions, and programs; determine and establish budgets; utilize technology; relieve employees due to lack of work or other legitimate reasons; determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; and select, and direct personnel.

Any terms of employment not specifically established or modified by this Agreement shall remain exclusively within the discretion of the Employer to modify, establish, or eliminate.

ARTICLE 25 - UNION RIGHTS

Section 1. Union Activities. With advance notice to the employee's immediate supervisor, the Appointing Authority agrees that during working hours, on the Appointing Authority's premises, and without loss of pay, the Local Union President or designated Union Representative shall be allowed reasonable time which does not unduly interfere with their normal duties to: post Union notices and announcements; transmit communications authorized by the Local Union or its Officers to the Employer or his/her representative; or consult with the Employer, his/her representatives, Local Union Officers, or other Union Representatives, concerning enforcement of any provisions of this Agreement.

See Article 10 for unpaid Union Leave provisions.

The Local Union shall be provided a reasonable amount of time at formal orientation programs to distribute the contract and steward list to new employees.

Section 2. Employee Bulletin Boards. The Appointing Authority shall furnish and maintain adequate bulletin board space in convenient places in the work areas to be used exclusively by the Union for posting pertinent Union information. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement nor shall it contain material of a partisan political or inflammatory nature.

ARTICLE 26 - SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated thereunder having the force and effect of law which are in effect on the effective date of this Agreement. Should any Article, Section, or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law, Executive Order, or regulation regarding wage and price controls, only such specific provision or portion shall be affected and the remainder of this Agreement shall continue in full force and effect. Any portion or provisions of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Agreement or any extension thereof.

ARTICLE 27 - HOUSING

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

In the event the Appointing Authority no longer requires an employee to live in a State owned residence as a condition of employment, the employee will be given a reasonable period of time of not less than six (6) months in which to find alternate housing if the employee so decides. However, the six (6) month time period shall not apply in the following situations:

1. An employee resigns, retires, or is terminated from State service; or

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

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

Section 2. Utilities and Repairs. The Appointing Authority shall pay all taxes on State owned residences.

If the Appointing Authority requires an employee to maintain an office in the State owned residence, the Appointing Authority shall pay all utilities related to the operation of the office.

The employee occupying the residence will be responsible for changing storm windows and screens and routine maintenance of the grounds designated as residence property, but all necessary decorating, painting, and repairs shall be done by the Appointing Authority at no cost to the employee. Employees shall not alter any plumbing, wiring, 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 employee for his/her private vehicle without cost to the employee. If State facilities are provided for this purpose, the employee shall not use State equipment or facilities for the repair or maintenance of the employee's vehicle.

ARTICLE 28 - NO STRIKE OR LOCKOUT

Section 1. No Strikes. The Union agrees that it will not promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of M.S. 179A.18. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment." (M.S. 179A.01, Subdivision 6.)

Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under Article 17 (Grievance Procedure) of this Agreement.

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

ARTICLE 29 - LEGISLATIVE RATIFICATION

Section 1. Action Required. It is understood that this Agreement must be approved by the Eighty-Fourth (84th) session of the Minnesota Legislature or by the Joint-Subcommittee on Employee Relations prior to implementation. The Employer shall draft all necessary ratification legislation required to implement fully the provisions of this Agreement. Legislation required by this Agreement shall include those items necessary to implement the provisions of written agreements between the State of Minnesota and the Union. The Union is not committed to support any provision of legislation which does not specifically relate to the provisions of this Agreement.

The Employer shall furnish the Union a copy of the ratification legislation and shall consult with the Union regarding the correctness of the proposed ratification legislation.

Section 2. Legislation. The Employer and the Union pledge their complete and active support toward early ratification by the Legislature on legislation submitted in accord with Section 1 of this Article. The Employer and the Union will not support any legislative action which would alter the express provisions of this Agreement in any manner.

ARTICLE 30 - BARGAINING UNIT ELIGIBLE WORK TRAINEES APPRENTICES

Section 1. Training/Apprenticeship Programs. Individuals appointed to work training and apprenticeship programs (pre-service trainees) pursuant to M.S. 43A.21 shall have their terms and conditions of employment governed exclusively by the provisions of the approved training program submitted to the Department of Employee Relations by the affected operating department of State government. Apprenticeship programs shall comply with any requirements of the Department of Labor and Industry.

Section 2. Benefits and Pay. Notwithstanding Section 1 above, such individuals shall be governed by the provisions of Article 7, Holidays, Article 8, Vacation Leave, Article 9, Sick Leave, and Article 19, Insurance, of this Agreement. In addition, such individuals shall receive any general wage adjustment(s) provided for the class for which they are training or serving an apprenticeship.

ARTICLE 31 - LABOR/MANAGEMENT COMMITTEES

Section 1. Purpose. The Employer and its Appointing Authorities, and the Union and its affiliated Local Unions, hereby endorse the goal of a mutually constructive, cooperative relationship between the parties. To help to promote and foster such a relationship, the parties agree to establish a structure of joint labor-management committees, at both statewide and agency levels.

Section 2. Statewide Committees. The parties agree to establish the following joint committees which shall function at the statewide level:

A. **Safety Committee**. This Committee shall be composed of no more than seven (7) representatives each from the Employer and the Union. The Committee shall meet at least monthly or upon the call of the Union or the Employer.

This Committee shall propose policies, programs and guidelines, as appropriate, in the following areas:

- Compliance with OSHA standards;
- Conditions of State facilities and buildings, including temperature and ventilation;
- Coordination for building safety issues for multi-Appointing Authority worksites;
- Feasibility of providing annual hearing and eye examinations and blood tests for employees whose job related duties may subject them to recognized health hazards;
- Training programs for Local Safety Committees' members;
- Right-to-Know Training;
- Communicable diseases in the workplace and the prevention thereof;
- Review workers' compensation claims experience and First Reports of Injury;
- The appropriate handling of bomb threats;
- Safety shoes for General Maintenance Workers;
- Methods of distribution of safety related policies;
- Review issues of VDT safety;
- Climate Stress Threshold Limits; and
- Additional issues of mutual concern.

The Committee shall make recommendations to the Commissioner of the Department of Employee Relations, who may then refer them to other appropriate State officials.

B. **Affirmative Action Committee**. The Committee shall be composed of eight (8) persons designated by the Employer and an equal number of persons designated by the Union.

The Committee shall meet as determined by the parties. This Committee shall study:

- Affirmative action plans;
- Affirmative action goals and objectives, including specific procedures to promote achievement of hiring goals and protection of goals in event of layoff;
- Data, including labor market statistics to determine if protected class individuals are available for employment or exist in present State employment;
- Proposed solutions to existing problems brought to the Committee for review and discussion;
- Measures to provide maximum cooperation with goals and objectives determined by the Committee;
- Sexual harassment training;
- Possible methods of increasing employees' awareness of the types and effects of discrimination and the resources available to them to determine if they have been the object of discrimination; and
- Work with the ACCESS (Alliance for Collaboration and Cooperation in Employment and State Services), the Diversity Action Council and the Office of Diversity to develop statewide anti-discrimination and diversity training.

C. **Child Care Committee**. This Committee shall be composed of no more than five (5) representatives of the Employer and no more than five (5) representatives of the Union. The Committee shall:

- Disseminate information to Appointing Authorities regarding existing on-site child care facilities and the feasibility of establishing such facilities;
- Provide assistance to interested parties regarding the establishment of on-site child care facilities;
- Prepare informative materials on child care for employees, as appropriate;
- Address any other issues of mutual concern;
- Assist Local Unions and/or Appointing Authorities which wish to establish on-site child care.

D. **Parking Committee**. The Committee shall be composed of no more than five (5) representatives each from the Employer and the Union, and shall meet upon the request of either party. The Committee shall review:

- Parking fees for State-owned lots;
- Parking fees for privately owned lots leased by the State;
- Distance of State-owned or State-leased lots from the worksite;
- Need for and availability of shuttle bus service from distant parking lots; and,
- Security of lots and need for and availability of security escorts to and from lots.

The Employer may, with the approval of the Union, add to the Safety Committee and the Child Care Committee additional employees from other exclusive representatives.

Section 3. Local Labor/Management Committees. A Local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities, regional treatment centers, colleges, Transportation Department districts, Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistences expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

Local Labor/Management Committees may review and discuss agency training policies and expenditures, training on the use of new equipment and computer software, notice and training regarding new or revised laws and regulations, training on sexual harassment, issues related to assigned training, employee parking charges and other related subjects. The Committees may also discuss the issuance and administration of work rules, including dress codes, and designation of positions as “weather essential”. Where no uniform committee exists, upon request of the Local Union or policy committee, the Appointing Authority or Agency shall meet and confer on uniform issues.

The parties shall include the matter of employee involvement in purchasing decisions on the agenda of at least one (1) meeting of the Labor/Management Committee during the term of this Agreement. (See page 162 of the Agreement for further information.)

ARTICLE 32 - WORKERS' COMPENSATION

Section 1. Return to Work.

A. **Labor Management Committee**. Each Appointing Authority and Local Union shall establish a joint committee to discuss ways to facilitate the return to work of employees on Workers' Compensation. This Committee may be an existing Labor/Management Committee or a new committee.

B. **Employment**. The State agrees to maintain the policy of attempting to place employees who have incurred a work-related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.

C. **Union Notification**. When there are any special return to work accommodations for employees on Workers' Compensation, the Appointing Authority shall notify the Local Union and, upon request, shall meet with the Local Union.

D. **Article 12 Waiver**. The parties may agree to waive Article 12 by mutual agreement to implement this Section.

Section 2. Sick Leave/Vacation Leave Coordination. When an employee 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 employee 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 employee's regular gross pay for the employee's normal pay period. The employee's sick leave, vacation leave or compensatory time balance shall be reduced by the amount of the payroll check divided by the employee's hourly rate of pay at the time the payroll check is issued.

An employee who uses sick leave or 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 by processing a prior period adjustment(s). The Appointing Authority shall credit back to the employee'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 employee's hourly rate.

Section 3. Insurance. Benefits provided under Article 19 shall continue as long as an employee meets the eligibility requirements of Article 19 and is off the State payroll due to a work-related injury or work-related disability and is receiving or is eligible to receive Workers' Compensation payments.

When an employee has incurred an on-the-job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the Health Maintenance Organization or the Health Insurance Carrier pursuant to the provisions of M.S. 1982, 176.191, Subdivision 3 if a dispute exists as to whether an employee’s injury is compensable under Minnesota Statutes Chapter 176.

ARTICLE 33 - EMPLOYEE ASSISTANCE PROGRAM

The Union and the Employer recognize that problems not directly associated with the employee's job function can affect an employee's job performance. The Union and the Employer believe it is in the interest of the employee, his/her family, and the Employer to provide a voluntary employee assistance program which offers confidential, professional help to employees and their dependents to resolve such problems. To that end, both parties hereby endorse and support the State of Minnesota's Employee Assistance Program, as established and operated by the Department of Employee Relations. A referral to EAP shall not be referenced on a performance appraisal or evaluation. The Employer and the Union agree to form a Joint Labor/Management Committee on Employee Assistance. The Committee will be composed of an equal number of representatives for the Union and the Employer. The Committee shall be chaired by the Director of the Employee Assistance Program. The Committee shall review the state EAP program, EAP provider networks, and EAP training programs for employees and supervisors. The Employer may, with the approval of the Union, add to the Committee additional employees from other exclusive representatives.

ARTICLE 34 - ADA/WORKERS' COMPENSATION

Section 1. Purpose. The Union and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Union and the Employer agree that they have the obligation to consider accommodation requests from qualified ADA individuals and employees returning from workers' compensation injuries. The Employer agrees to maintain the policy of attempting to place employees who have incurred a work-related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.

The Appointing Authority shall provide these reasonable accommodations in a fair and equitable manner. Should reasonable accommodation request(s) raise the question of waiving the collective bargaining agreement, the Employer and the Union shall follow the procedures in Section 3.

Section 2. Information. Both parties recognize their responsibility for confidentiality. The Union agrees to prepare an informational brochure which the Appointing Authority will provide to any employee who requests a reasonable accommodation. Upon request of the Local Union, the Appointing Authority shall provide a report of all accommodation requests, whether each request was approved or denied, accommodations made, and the cost of each accommodation.

Section 3. Process. Upon request, an employee seeking an accommodation shall be entitled to union representation. The union representative and the employee shall be allowed a reasonable amount of time during working hours, without loss of pay, to discuss the request. The Appointing Authority shall review employee requests for accommodations considering ADA guidelines on equipment purchase or modification, accessibility improvement, and scheduling modifications and/or restructuring of current positions and duties allowable under the collective bargaining agreement, before considering or requesting waiver of the collective bargaining agreement.

If the Appointing Authority determines that contract waiver is necessary, it shall contact the local union to convene a meet and confer to be held within a reasonable time during normal working hours with union designee(s) on employer-paid time. At this meeting, the Appointing Authority shall inform the local union of the employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Appointing Authority proposes to modify that article(s).

At this meeting, the Appointing Authority shall also consider additional options presented by the Local Union. Between the meet and confer and notification to the Appointing Authority of the Local Union's decision, the Appointing Authority may make temporary accommodations. Any contract waiver must be agreed to by both the Appointing Authority and the Local Union or the Council 5 Executive Board.

If an employee's job duties are changed as a result of an accommodation, the employee's supervisor shall inform the employee's co-workers of any restrictions that might impact on their job duties. The supervisor shall use discretion when relaying this information.

ARTICLE 35 - DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the _____ day of _____, 2005, subject to the acceptance of the Eighty-Fourth (84th) session of the Legislature or the Joint-Subcommittee on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 2007.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than October 1 of even-numbered years that it desires to modify the Agreement. In the event such notice is given, negotiations shall commence not later than March 1st of odd-numbered years.

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

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

In witness thereof, the parties hereto have set their hands this _____ day of _____, 2005.

FOR THE UNION	FOR THE EMPLOYER
Eliot Seide Executive Director AFSCME, Council No. 5, AFL-CIO	Cal R. Ludeman Commissioner of Employee Relations
Michael Morrell Associate Director	Paul A. Larson Deputy Commissioner of Employee Relations State Negotiator
Jo Pels State Field Director	Jill Pettis Assistant State Negotiator
Michael Buesing Council 5 President	Sandi Blaeser Labor Relations Representative Principal
Bart Andersen State Employee Policy Committee President	Valerie A. Darling Labor Relations Representative
Tammy Hughes State Employee Policy Committee Vice-President	
Mary Falk State Employee Policy Committee Secretary	

Sandy Olene
State Employee Policy Committee Treasurer

APPENDIX A

The following is a listing of bargaining units for which AFSCME, Council 5, AFL-CIO has exclusive bargaining rights at the time this Agreement was signed.

Unit 2, Craft, Maintenance and Labor Unit
Unit 3, Service Unit
Unit 4, Health Care Non-Professional Unit
Unit 6, Clerical and Office Unit
Unit 7, Technical Unit

CRAFT, MAINTENANCE AND LABOR UNIT
UNIT 2

Case No: 80-PR-1258-A

All employees in the classifications included in the Craft, Maintenance and Labor Unit No. 2 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

SERVICE UNIT
UNIT 3

Case No: 80-PR-1259-A

All employees in the classifications included in the Service Unit No. 3 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

HEALTH CARE NON-PROFESSIONAL UNIT
UNIT 4

Case No: 80-PR-1260-A

All employees in the classifications included in the Health Care Non-Professional Unit No. 4 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

CLERICAL AND OFFICE UNIT
UNIT 6

Case No: 80-PR-1261-A

All employees in the classifications included in the Clerical and Office Unit No. 6 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

TECHNICAL UNIT
UNIT 7

Case No: 80-PR-1262-A

All employees in the classifications included in the Technical Unit No. 7 by the Joint-Subcommittee on Employee Relations on March 24, 1980, as amended, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, M.S. 179A.

APPENDIX B - HOLIDAYS

This table should be used for employees who are appointed or recalled or on a voluntary reduction in hours during a pay period in which a holiday occurs as described in the letter in Appendix B1. Such employees shall have their holiday pay prorated on the following basis, based on the hours worked or paid in the next pay period which does not include a holiday. This table should also be used for employees who are laid off or terminated during a pay period in which a holiday occurs, but the proration should be based on the hours worked or paid in the most recent previous pay period which does not include a holiday.

**Hours worked or paid	Holiday hours earned for each holiday in the pay period.
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 72	7
At least 72	8

**These hours include paid leaves of absence, paid vacation and sick leave, and compensatory time off, but excludes overtime hours.

APPENDIX B1 - HOLIDAYS

For employees not covered by Appendix B, eligible employees who normally work less than seventy-two (72) hours per pay period and eligible intermittent employees and temporary employees shall have their holiday pay prorated on the following basis.

Table 1: For pay periods containing one holiday:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4.5	0
At least 4.5, but less than 13.5	1
At least 13.5, but less than 22.5	2
At least 22.5, but less than 31.5	3
At least 31.5, but less than 40.5	4
At least 40.5, but less than 49.5	5
At least 49.5, but less than 58.5	6
At least 58.5, but less than 67.5	7
At least 67.5	8

Table 2: For pay periods containing two holidays:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4	0
At least 4, but less than 12	1
At least 12, but less than 20	2
At least 20, but less than 28	3
At least 28, but less than 36	4
At least 36, but less than 44	5
At least 44, but less than 52	6
At least 52, but less than 60	7
At least 60	8

Table 3: For pay periods containing three holidays:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 3.5	0
At least 3.5, but less than 10.5	1
At least 10.5, but less than 17.5	2
At least 17.5, but less than 24.5	3
At least 24.5, but less than 31.5	4
At least 31.5, but less than 38.5	5
At least 38.5, but less than 45.5	6
At least 45.5, but less than 52.5	7
At least 52.5	8

**These hours include hours worked, paid leaves of absence, paid vacation and sick leave, and compensatory time off, but excludes overtime hours.

For part-time employees only, uncompensated approved leave will be counted as “hours paid” but only for scheduled hours for which the employee requests and is granted time off as an unpaid leave of absence. A change in unscheduled days does not constitute an unpaid leave. See the following letter.

DOER Department of Employee Relations
200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155-1603
651.297.1184
TTY 651.282.2699
www.doer.state.mn.us

May 26, 1999

Mr. Peter Benner, Executive Director
AFSCME Council 6, AFL-CIO
300 Hardman Avenue South
South St. Paul, MN 55075

Dear Pete:

As we discussed in negotiations, the State and the Union have agreed to change the method used to calculate holiday pay proration for employees who work less than full time. This change will be effective on October 1, 1997.

The State will provide the following direction to agencies in this matter:

Part-time employees and eligible intermittent employees who are not working on the holiday shall have holiday pay calculated based on the number of hours paid in the pay period divided by the number of non-holiday hours in the pay period. For example: for pay periods containing one holiday, the employee's hours paid would be divided by 72; for pay periods containing two holidays, the employee's hours paid would be divided by 64; and for pay periods containing three holidays, the employee's hours paid would be divided by 56. This ratio will then be multiplied by eight and rounded to the nearest whole hour to determine the number of holiday hours paid. See Appendix B1.

For part-time employees only, uncompensated approved leave will be counted as "hours paid," but only for scheduled hours for which the employee requests and is granted time off as an unpaid leave of absence. Such approved leave without pay (LWOP) must be clearly marked on the timesheet and will be coded as such. A change in unscheduled days does not constitute an unpaid leave.

Overtime compensated at the rate of time and one-half shall not count as hours worked or paid. Overtime compensated at the rate of straight time (i.e. "part-time pilot" situations) shall count as hours worked or paid.

If an employee is appointed or recalled during a pay period in which a holiday(s) occurs, and the employee is eligible for holiday pay, the proration shall be based on the hours worked or paid in the next pay period which does not include a holiday. For this purpose, and for those employees on a voluntary reduction in hours, use the table in Appendix B.

If an employee is laid off or terminated during a pay period in which a holiday(s) occurs, and the employee is eligible for holiday pay, the proration shall be based on the hours worked or paid in the most recent pay period which does not include a holiday. For this purpose, use the table in Appendix B.

Sincerely,

Wayne Simoneau /s/
Deputy Commissioner

APPENDIX C - VACATION

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

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

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

**For purposes of this Appendix, “hours worked/paid” means all hours worked, and all paid leaves of absence, paid vacation and sick leave, paid holidays and compensatory time off. Overtime hours are included in “hours worked/paid” based on the number of hours worked, not the number of hours compensated.

APPENDIX D - SICK LEAVE

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

HOURS OF SICK LEAVE ACCRUED DURING EACH PAYROLL PERIOD

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

**For purposes of this Appendix, “hours worked/paid” means all hours worked, and all paid leaves of absence, paid vacation and sick leave, paid holidays and compensatory time off. Overtime hours are included in “hours worked/paid” based on the number of hours worked, not the number of hours compensated.

APPENDIX E

Compensation Grid 2
Unit 2 AFSCME Craft, Maintenance and Labor
Ranges 77 - 96
Effective 7/1/05 - 6/30/06

Comp Code		A	B	C	D	E	F	
Step		01	02	03	04	05	06	
Range								Range
77	HR	13.35	13.64	13.94	14.26	14.58	14.82	77
	YR	27,875	28,480	29,107	29,775	30,443	30,944	
78	HR	13.64	13.94	14.26	14.58	14.82	15.13	78
	YR	28,480	29,107	29,775	30,443	30,944	31,591	
79	HR	13.94	14.26	14.58	14.82	15.13	15.42	79
	YR	29,107	29,775	30,443	30,944	31,591	32,197	
80	HR	14.26	14.58	14.82	15.13	15.42	15.87	80
	YR	29,775	30,443	30,944	31,591	32,197	33,137	
81	HR	14.58	14.82	15.13	15.42	15.87	16.34	81
	YR	30,443	30,944	31,591	32,197	33,137	34,118	
82	HR	14.82	15.13	15.42	15.87	16.34	16.81	82
	YR	30,944	31,591	32,197	33,137	34,118	35,099	
83	HR	15.13	15.42	15.87	16.34	16.81	17.27	83
	YR	31,591	32,197	33,137	34,118	35,099	36,060	
84	HR	15.42	15.87	16.34	16.81	17.27	17.84	84
	YR	32,197	33,137	34,118	35,099	36,060	37,250	
85	HR	15.87	16.34	16.81	17.27	17.84	18.34	85
	YR	33,137	34,118	35,099	36,060	37,250	38,294	
86	HR	16.34	16.81	17.27	17.84	18.34	18.84	86
	YR	34,118	35,099	36,060	37,250	38,294	39,338	
87	HR	16.81	17.27	17.84	18.34	18.84	19.40	87
	YR	35,099	36,060	37,250	38,294	39,338	40,507	
88	HR	17.27	17.84	18.34	18.84	19.40	19.95	88
	YR	36,060	37,250	38,294	39,338	40,507	41,656	
89	HR	17.84	18.34	18.84	19.40	19.95	20.55	89
	YR	37,250	38,294	39,338	40,507	41,656	42,908	
90	HR	18.34	18.84	19.40	19.95	20.55	21.15	90
	YR	38,294	39,338	40,507	41,656	42,908	44,161	
91	HR	18.84	19.40	19.95	20.55	21.15	21.74	91
	YR	39,338	40,507	41,656	42,908	44,161	45,393	
92	HR	19.40	19.95	20.55	21.15	21.74	22.44	92
	YR	40,507	41,656	42,908	44,161	45,393	46,855	
93	HR	19.95	20.55	21.15	21.74	22.44	23.08	93
	YR	41,656	42,908	44,161	45,393	46,855	48,191	
94	HR	20.55	21.15	21.74	22.44	23.08	23.79	94
	YR	42,908	44,161	45,393	46,855	48,191	49,674	
95	HR	21.15	21.74	22.44	23.08	23.79	24.53	95
	YR	44,161	45,393	46,855	48,191	49,674	51,219	
96	HR	21.74	22.44	23.08	23.79	24.53	25.30	96
	YR	45,393	46,855	48,191	49,674	51,219	52,826	
Step		01	02	03	04	05	06	
Comp Code		A	B	C	D	E	F	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 2A
Unit 2 AFSCME
Effective 7/1/05 - 6/30/06

Building Maintenance Coordinator

Comp Code		A	B	C	D	E	F	G	H	I	J	K
Step		01	02	03	04	05	06	07	08	09	10	11
Service Requirement		6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 40												
	HR	18.67	19.24	19.81	20.37	20.93	21.55	22.13	22.79	23.41	24.02	24.61
	YR	38,983	40,173	41,363	42,533	43,702	44,996	46,207	47,586	48,880	50,154	51,386

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

APPENDIX E

Compensation Grid 3
Unit 3 AFSCME Service
Ranges 42- 77
Effective 7/1/05 - 6/30/06

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
42	HR	8.78	8.98	9.18	9.40	9.62	9.87	10.07	10.33	10.56	10.81	11.04	11.21	11.38	11.62		42
	YR	18,333	18,750	19,168	19,627	20,087	20,609	21,026	21,569	22,049	22,571	23,052	23,406	23,761	24,263		
43	HR	8.98	9.18	9.40	9.62	9.87	10.07	10.33	10.56	10.81	11.04	11.21	11.38	11.62	11.82		43
	YR	18,750	19,168	19,627	20,087	20,609	21,026	21,569	22,049	22,571	23,052	23,406	23,761	24,263	24,680		
44	HR	9.18	9.40	9.62	9.87	10.07	10.33	10.56	10.81	11.04	11.21	11.38	11.62	11.82	12.10		44
	YR	19,168	19,627	20,087	20,609	21,026	21,569	22,049	22,571	23,052	23,406	23,761	24,263	24,680	25,265		
45	HR	9.40	9.62	9.87	10.07	10.33	10.56	10.81	11.04	11.21	11.38	11.62	11.82	12.10	12.37		45
	YR	19,627	20,087	20,609	21,026	21,569	22,049	22,571	23,052	23,406	23,761	24,263	24,680	25,265	25,829		
46	HR	9.62	9.87	10.07	10.33	10.56	10.81	11.04	11.21	11.38	11.62	11.82	12.10	12.37	12.63		46
	YR	20,087	20,609	21,026	21,569	22,049	22,571	23,052	23,406	23,761	24,263	24,680	25,265	25,829	26,371		
47	HR	9.87	10.07	10.33	10.56	10.81	11.04	11.21	11.38	11.62	11.82	12.10	12.37	12.63	12.89		47
	YR	20,609	21,026	21,569	22,049	22,571	23,052	23,406	23,761	24,263	24,680	25,265	25,829	26,371	26,914		
48	HR	10.07	10.33	10.56	10.81	11.04	11.21	11.38	11.62	11.82	12.10	12.37	12.63	12.89	13.19		48
	YR	21,026	21,569	22,049	22,571	23,052	23,406	23,761	24,263	24,680	25,265	25,829	26,371	26,914	27,541		
49	HR	10.33	10.56	10.81	11.04	11.21	11.38	11.62	11.82	12.07	12.37	12.63	12.89	13.19	13.47		49
	YR	21,569	22,049	22,571	23,052	23,406	23,761	24,263	24,680	25,202	25,829	26,371	26,914	27,541	28,125		
50	HR	10.56	10.81	11.04	11.21	11.38	11.62	11.82	12.07	12.32	12.62	12.89	13.19	13.47	13.78		50
	YR	22,049	22,571	23,052	23,406	23,761	24,263	24,680	25,202	25,724	26,351	26,914	27,541	28,125	28,773		
51	HR	10.81	11.04	11.21	11.38	11.62	11.82	12.07	12.32	12.62	12.89	13.19	13.47	13.78	14.10		51
	YR	22,571	23,052	23,406	23,761	24,263	24,680	25,202	25,724	26,351	26,914	27,541	28,125	28,773	29,441		
52	HR	11.04	11.21	11.38	11.62	11.82	12.07	12.32	12.62	12.89	13.19	13.47	13.78	14.10	14.44	14.87	52
	YR	23,052	23,406	23,761	24,263	24,680	25,202	25,724	26,351	26,914	27,541	28,125	28,773	29,441	30,151	31,049	
53	HR	11.21	11.38	11.62	11.82	12.07	12.32	12.62	12.89	13.19	13.47	13.78	14.10	14.44	14.87		53
	YR	23,406	23,761	24,263	24,680	25,202	25,724	26,351	26,914	27,541	28,125	28,773	29,441	30,151	31,049		
54	HR	11.38	11.62	11.82	12.07	12.32	12.62	12.89	13.19	13.47	13.78	14.10	14.44	14.87	15.24		54
	YR	23,761	24,263	24,680	25,202	25,724	26,351	26,914	27,541	28,125	28,773	29,441	30,151	31,049	31,821		
55	HR	11.62	11.82	12.07	12.32	12.62	12.89	13.19	13.47	13.78	14.10	14.44	14.87	15.24	15.61		55
	YR	24,263	24,680	25,202	25,724	26,351	26,914	27,541	28,125	28,773	29,441	30,151	31,049	31,821	32,594		
56	HR	11.82	12.07	12.32	12.62	12.89	13.19	13.47	13.78	14.10	14.44	14.87	15.24	15.61	16.01	16.45	56
	YR	24,680	25,202	25,724	26,351	26,914	27,541	28,125	28,773	29,441	30,151	31,049	31,821	32,594	33,429	34,348	
57	HR	12.07	12.32	12.62	12.89	13.19	13.47	13.78	14.10	14.44	14.87	15.24	15.61	16.01	16.45	16.89	57
	YR	25,202	25,724	26,351	26,914	27,541	28,125	28,773	29,441	30,151	31,049	31,821	32,594	33,429	34,348	35,266	
58	HR	12.32	12.62	12.89	13.19	13.47	13.78	14.10	14.44	14.87	15.24	15.61	16.01	16.45	16.89		58
	YR	25,724	26,351	26,914	27,541	28,125	28,773	29,441	30,151	31,049	31,821	32,594	33,429	34,348	35,266		
59	HR	12.62	12.89	13.19	13.47	13.78	14.10	14.44	14.87	15.24	15.61	16.01	16.45	16.89	17.33	17.90	59
	YR	26,351	26,914	27,541	28,125	28,773	29,441	30,151	31,049	31,821	32,594	33,429	34,348	35,266	36,185	37,375	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 3 (cont.)
Unit 3 AFSCME Service
Ranges 42- 77
Effective 7/1/05 - 6/30/06

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
60	HR	12.89	13.19	13.47	13.78	14.10	14.44	14.87	15.24	15.61	16.01	16.45	16.89	17.33	17.90	18.40	60
	YR	26,914	27,541	28,125	28,773	29,441	30,151	31,049	31,821	32,594	33,429	34,348	35,266	36,185	37,375	38,419	
61	HR	13.19	13.47	13.78	14.10	14.44	14.87	15.24	15.61	16.01	16.45	16.89	17.33	17.90	18.40		61
	YR	27,541	28,125	28,773	29,441	30,151	31,049	31,821	32,594	33,429	34,348	35,266	36,185	37,375	38,419		
62	HR	13.47	13.78	14.10	14.44	14.87	15.24	15.61	16.01	16.45	16.89	17.33	17.90	18.40	18.93		62
	YR	28,125	28,773	29,441	30,151	31,049	31,821	32,594	33,429	34,348	35,266	36,185	37,375	38,419	39,526		
63	HR	13.78	14.10	14.44	14.87	15.24	15.61	16.01	16.45	16.89	17.33	17.90	18.40	18.93	19.44		63
	YR	28,773	29,441	30,151	31,049	31,821	32,594	33,429	34,348	35,266	36,185	37,375	38,419	39,526	40,591		
64	HR	14.10	14.44	14.87	15.24	15.61	16.01	16.45	16.89	17.33	17.90	18.40	18.93	19.44	19.95		64
	YR	29,441	30,151	31,049	31,821	32,594	33,429	34,348	35,266	36,185	37,375	38,419	39,526	40,591	41,656		
65	HR	14.44	14.87	15.24	15.61	16.01	16.45	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48		65
	YR	30,151	31,049	31,821	32,594	33,429	34,348	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762		
66	HR	14.87	15.24	15.61	16.01	16.45	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06		66
	YR	31,049	31,821	32,594	33,429	34,348	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973		
67	HR	15.24	15.61	16.01	16.45	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63		67
	YR	31,821	32,594	33,429	34,348	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163		
68	HR	15.61	16.01	16.45	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17		68
	YR	32,594	33,429	34,348	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291		
69	HR	16.01	16.45	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79		69
	YR	33,429	34,348	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586		
70	HR	16.45	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37		70
	YR	34,348	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797		
71	HR	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94		71
	YR	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987		
72	HR	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52		72
	YR	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198		
73	HR	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06		73
	YR	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325		
74	HR	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06	25.70		74
	YR	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325	53,662		
75	HR	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06	25.70	26.24		75
	YR	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325	53,662	54,789		
76	HR	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06	25.70	26.24	26.81		76
	YR	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325	53,662	54,789	55,979		
77	HR	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06	25.70	26.24	26.81	27.37		77
	YR	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325	53,662	54,789	55,979	57,149		
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 3A
Unit 3 AFSCME
Effective 7/1/05 - 6/30/06

Laborer - General

Comp Code		A	B	C	D	E	F	G	H
Step		01	02	03	04	05	06	07	08
Service Requirement		800 Hrs	800 Hrs	800 Hrs	1600 Hrs	1600 Hrs	1600 Hrs	1600 Hrs	
Range 10	HR	12.11	12.40	12.69	12.98	13.26	14.42	14.79	15.17
	YR	25,286	25,891	26,497	27,102	27,687	30,109	30,882	31,675

General Maintenance Worker

Comp Code		A	B	C	D	E	F	G	H	I	J	K
Step		01	02	03	04	05	06	07	08	09	10	11
Service Requirement		6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	6 Mos	18 Mos	6 Mos	6 Mos	
Range 12	HR	11.21	11.38	11.62	11.82	12.07	12.32	13.66	13.96	15.16	15.56	15.95
	YR	23,406	23,761	24,263	24,680	25,202	25,724	28,522	29,148	31,654	32,489	33,304

General Maintenance Worker Lead

Comp Code		A	B	C	D	E	F
Step		01	02	03	04	05	06
Service Requirement		6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	
Range 16	HR	14.44	14.76	15.16	15.56	15.95	16.37
	YR	30,151	30,819	31,654	32,489	33,304	34,181

Materials Transfer Driver

Comp Code		A	B	C	D	E	F
Step		01	02	03	04	05	06
Service Requirement		6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	
Range 18	HR	15.16	15.56	15.95	16.37	16.86	17.33
	YR	31,654	32,489	33,304	34,181	35,204	36,185

Supported Employment Worker

Comp Code		A	B	C	D	E	F	G	H	I
Step		01	02	03	04	05	06	07	08	09
Service Requirement		6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 20	HR	7.25	7.56	7.88	8.59	9.29	10.05	10.79	11.48	12.12
	YR	15,138	15,785	16,453	17,936	19,398	20,984	22,530	23,970	25,307

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

APPENDIX E

Compensation Grid 4/Compensation Grid 6
Unit 4 and 6 AFSCME Health Care Non-professional and Clerical
Ranges 42 - 77
Effective 7/1/05 - 6/30/06

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
42	HR	8.54	8.73	8.97	9.17	9.39	9.66	9.87	10.14	10.36	10.62	10.86	11.04	11.22	11.46		42
	YR	17,832	18,228	18,729	19,147	19,606	20,170	20,609	21,172	21,632	22,175	22,676	23,052	23,427	23,928		
43	HR	8.73	8.97	9.17	9.39	9.66	9.87	10.14	10.36	10.62	10.86	11.04	11.22	11.46	11.67		43
	YR	18,228	18,729	19,147	19,606	20,170	20,609	21,172	21,632	22,175	22,676	23,052	23,427	23,928	24,367		
44	HR	8.97	9.17	9.39	9.66	9.87	10.14	10.36	10.62	10.86	11.04	11.22	11.46	11.67	11.95		44
	YR	18,729	19,147	19,606	20,170	20,609	21,172	21,632	22,175	22,676	23,052	23,427	23,928	24,367	24,952		
45	HR	9.17	9.39	9.66	9.87	10.14	10.36	10.62	10.86	11.04	11.22	11.46	11.67	11.95	12.24		45
	YR	19,147	19,606	20,170	20,609	21,172	21,632	22,175	22,676	23,052	23,427	23,928	24,367	24,952	25,557		
46	HR	9.39	9.66	9.87	10.14	10.36	10.62	10.86	11.04	11.22	11.46	11.67	11.95	12.24	12.50		46
	YR	19,606	20,170	20,609	21,172	21,632	22,175	22,676	23,052	23,427	23,928	24,367	24,952	25,557	26,100		
47	HR	9.66	9.87	10.14	10.36	10.62	10.86	11.04	11.22	11.46	11.67	11.95	12.24	12.50	12.77		47
	YR	20,170	20,609	21,172	21,632	22,175	22,676	23,052	23,427	23,928	24,367	24,952	25,557	26,100	26,664		
48	HR	9.87	10.14	10.36	10.62	10.86	11.04	11.22	11.46	11.67	11.95	12.24	12.50	12.77	13.08		48
	YR	20,609	21,172	21,632	22,175	22,676	23,052	23,427	23,928	24,367	24,952	25,557	26,100	26,664	27,311		
49	HR	10.14	10.36	10.62	10.86	11.04	11.22	11.46	11.67	11.92	12.24	12.50	12.77	13.08	13.37		49
	YR	21,172	21,632	22,175	22,676	23,052	23,427	23,928	24,367	24,889	25,557	26,100	26,664	27,311	27,917		
50	HR	10.36	10.62	10.86	11.04	11.22	11.46	11.67	11.92	12.18	12.48	12.77	13.08	13.37	13.68		50
	YR	21,632	22,175	22,676	23,052	23,427	23,928	24,367	24,889	25,432	26,058	26,664	27,311	27,917	28,564		
51	HR	10.62	10.86	11.04	11.22	11.46	11.67	11.92	12.18	12.48	12.77	13.08	13.37	13.68	14.00		51
	YR	22,175	22,676	23,052	23,427	23,928	24,367	24,889	25,432	26,058	26,664	27,311	27,917	28,564	29,232		
52	HR	10.86	11.04	11.22	11.46	11.67	11.92	12.18	12.48	12.77	13.08	13.37	13.68	14.00	14.37	14.80	52
	YR	22,676	23,052	23,427	23,928	24,367	24,889	25,432	26,058	26,664	27,311	27,917	28,564	29,232	30,005	30,902	
53	HR	11.04	11.22	11.46	11.67	11.92	12.18	12.48	12.77	13.08	13.37	13.68	14.00	14.37	14.80		53
	YR	23,052	23,427	23,928	24,367	24,889	25,432	26,058	26,664	27,311	27,917	28,564	29,232	30,005	30,902		
54	HR	11.22	11.46	11.67	11.92	12.18	12.48	12.77	13.08	13.37	13.68	14.00	14.37	14.80	15.18		54
	YR	23,427	23,928	24,367	24,889	25,432	26,058	26,664	27,311	27,917	28,564	29,232	30,005	30,902	31,696		
55	HR	11.46	11.67	11.92	12.18	12.48	12.77	13.08	13.37	13.68	14.00	14.37	14.80	15.18	15.57		55
	YR	23,928	24,367	24,889	25,432	26,058	26,664	27,311	27,917	28,564	29,232	30,005	30,902	31,696	32,510		
56	HR	11.67	11.92	12.18	12.48	12.77	13.08	13.37	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	56
	YR	24,367	24,889	25,432	26,058	26,664	27,311	27,917	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	
57	HR	11.92	12.18	12.48	12.77	13.08	13.37	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89	57
	YR	24,889	25,432	26,058	26,664	27,311	27,917	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266	
58	HR	12.18	12.48	12.77	13.08	13.37	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89		58
	YR	25,432	26,058	26,664	27,311	27,917	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266		
59	HR	12.48	12.77	13.08	13.37	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90	59
	YR	26,058	26,664	27,311	27,917	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 4/Compensation Grid 6 (cont.)
Unit 4 and 6 AFSCME Health Care Non-professional and Clerical
Ranges 42 - 77
Effective 7/1/05 - 6/30/06

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
60	HR	12.77	13.08	13.37	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90	18.40	60
	YR	26,664	27,311	27,917	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375	38,419	
61	HR	13.08	13.37	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90	18.40		61
	YR	27,311	27,917	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375	38,419		
62	HR	13.37	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90	18.40	18.93		62
	YR	27,917	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375	38,419	39,526		
63	HR	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90	18.40	18.93	19.44		63
	YR	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375	38,419	39,526	40,591		
64	HR	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90	18.40	18.93	19.44	19.95		64
	YR	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375	38,419	39,526	40,591	41,656		
65	HR	14.37	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48		65
	YR	30,005	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762		
66	HR	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06		66
	YR	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973		
67	HR	15.18	15.57	15.99	16.43	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63		67
	YR	31,696	32,510	33,387	34,306	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163		
68	HR	15.57	15.99	16.43	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17		68
	YR	32,510	33,387	34,306	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291		
69	HR	15.99	16.43	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79		69
	YR	33,387	34,306	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586		
70	HR	16.43	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37		70
	YR	34,306	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797		
71	HR	16.89	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94		71
	YR	35,266	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987		
72	HR	17.33	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52		72
	YR	36,185	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198		
73	HR	17.90	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06		73
	YR	37,375	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325		
74	HR	18.40	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06	25.70		74
	YR	38,419	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325	53,662		
75	HR	18.93	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06	25.70	26.24		75
	YR	39,526	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325	53,662	54,789		
76	HR	19.44	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06	25.70	26.24	26.81		76
	YR	40,591	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325	53,662	54,789	55,979		
77	HR	19.95	20.48	21.06	21.63	22.17	22.79	23.37	23.94	24.52	25.06	25.70	26.24	26.81	27.37		77
	YR	41,656	42,762	43,973	45,163	46,291	47,586	48,797	49,987	51,198	52,325	53,662	54,789	55,979	57,149		
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 4A
Unit 4 AFSCME
Effective 7/1/05 - 6/30/06

Human Services Technician

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
Service Requirement		12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	6 Mos	
Range 25	HR	11.22	11.46	11.67	12.18	13.37	13.68	14.00	14.37	14.80	15.18	15.57	15.99	16.43	16.89	17.33	17.90
	YR	23,427	23,928	24,367	25,432	27,917	28,564	29,232	30,005	30,902	31,696	32,510	33,387	34,306	35,266	36,185	37,375

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

APPENDIX E

Compensation Grid 7
Unit 7 AFSCME Technical
Ranges 42 - 77
Effective 7/1/05 - 6/30/06

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Range																Range
42	HR	8.54	8.73	8.97	9.17	9.39	9.67	9.90	10.19	10.50	10.70	10.95	11.17	11.42	11.65	42
	YR	17,832	18,228	18,729	19,147	19,606	20,191	20,671	21,277	21,924	22,342	22,864	23,323	23,845	24,325	
43	HR	8.73	8.97	9.17	9.39	9.67	9.90	10.19	10.50	10.70	10.95	11.17	11.42	11.65	11.90	43
	YR	18,228	18,729	19,147	19,606	20,191	20,671	21,277	21,924	22,342	22,864	23,323	23,845	24,325	24,847	
44	HR	8.97	9.17	9.39	9.67	9.90	10.19	10.50	10.70	10.95	11.17	11.42	11.65	11.90	12.24	44
	YR	18,729	19,147	19,606	20,191	20,671	21,277	21,924	22,342	22,864	23,323	23,845	24,325	24,847	25,557	
45	HR	9.17	9.39	9.67	9.90	10.19	10.50	10.70	10.95	11.17	11.42	11.65	11.90	12.24	12.53	45
	YR	19,147	19,606	20,191	20,671	21,277	21,924	22,342	22,864	23,323	23,845	24,325	24,847	25,557	26,163	
46	HR	9.39	9.67	9.90	10.19	10.50	10.70	10.95	11.17	11.42	11.65	11.90	12.24	12.53	12.80	46
	YR	19,606	20,191	20,671	21,277	21,924	22,342	22,864	23,323	23,845	24,325	24,847	25,557	26,163	26,726	
47	HR	9.67	9.90	10.19	10.50	10.70	10.95	11.17	11.42	11.65	11.90	12.24	12.53	12.80	13.13	47
	YR	20,191	20,671	21,277	21,924	22,342	22,864	23,323	23,845	24,325	24,847	25,557	26,163	26,726	27,415	
48	HR	9.90	10.19	10.50	10.70	10.95	11.17	11.42	11.65	11.90	12.24	12.53	12.80	13.13	13.43	48
	YR	20,671	21,277	21,924	22,342	22,864	23,323	23,845	24,325	24,847	25,557	26,163	26,726	27,415	28,042	
49	HR	10.19	10.50	10.70	10.95	11.17	11.42	11.65	11.90	12.16	12.53	12.80	13.13	13.43	13.76	49
	YR	21,277	21,924	22,342	22,864	23,323	23,845	24,325	24,847	25,390	26,163	26,726	27,415	28,042	28,731	
50	HR	10.50	10.70	10.95	11.17	11.42	11.65	11.90	12.16	12.48	12.77	13.13	13.43	13.76	14.05	50
	YR	21,924	22,342	22,864	23,323	23,845	24,325	24,847	25,390	26,058	26,664	27,415	28,042	28,731	29,336	
51	HR	10.70	10.95	11.17	11.42	11.65	11.90	12.16	12.48	12.77	13.13	13.43	13.76	14.05	14.42	51
	YR	22,342	22,864	23,323	23,845	24,325	24,847	25,390	26,058	26,664	27,415	28,042	28,731	29,336	30,109	
52	HR	10.95	11.17	11.42	11.65	11.90	12.16	12.48	12.77	13.13	13.43	13.76	14.05	14.42	14.87	52
	YR	22,864	23,323	23,845	24,325	24,847	25,390	26,058	26,664	27,415	28,042	28,731	29,336	30,109	31,049	
53	HR	11.17	11.42	11.65	11.90	12.16	12.48	12.77	13.13	13.43	13.76	14.05	14.42	14.87	15.35	53
	YR	23,323	23,845	24,325	24,847	25,390	26,058	26,664	27,415	28,042	28,731	29,336	30,109	31,049	32,051	
54	HR	11.42	11.65	11.90	12.16	12.48	12.77	13.13	13.43	13.76	14.05	14.42	14.87	15.35	15.75	54
	YR	23,845	24,325	24,847	25,390	26,058	26,664	27,415	28,042	28,731	29,336	30,109	31,049	32,051	32,886	
55	HR	11.65	11.90	12.16	12.48	12.77	13.13	13.43	13.76	14.05	14.42	14.87	15.35	15.75	16.19	55
	YR	24,325	24,847	25,390	26,058	26,664	27,415	28,042	28,731	29,336	30,109	31,049	32,051	32,886	33,805	
56	HR	11.90	12.16	12.48	12.77	13.13	13.43	13.76	14.05	14.42	14.87	15.35	15.75	16.19	16.64	56
	YR	24,847	25,390	26,058	26,664	27,415	28,042	28,731	29,336	30,109	31,049	32,051	32,886	33,805	34,744	
57	HR	12.16	12.48	12.77	13.13	13.43	13.76	14.05	14.42	14.87	15.35	15.75	16.19	16.64	17.14	57
	YR	25,390	26,058	26,664	27,415	28,042	28,731	29,336	30,109	31,049	32,051	32,886	33,805	34,744	35,788	
58	HR	12.48	12.77	13.13	13.43	13.76	14.05	14.42	14.87	15.35	15.75	16.19	16.64	17.14	17.58	58
	YR	26,058	26,664	27,415	28,042	28,731	29,336	30,109	31,049	32,051	32,886	33,805	34,744	35,788	36,707	
59	HR	12.77	13.13	13.43	13.76	14.05	14.42	14.87	15.35	15.75	16.19	16.64	17.14	17.58	18.12	59
	YR	26,664	27,415	28,042	28,731	29,336	30,109	31,049	32,051	32,886	33,805	34,744	35,788	36,707	37,835	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 7 (cont.)
Unit 7 AFSCME Technical
Ranges 42 - 77
Effective 7/1/05 - 6/30/06

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Range																Range
60	HR	13.13	13.43	13.76	14.05	14.42	14.87	15.35	15.75	16.19	16.64	17.14	17.58	18.12	18.68	60
	YR	27,415	28,042	28,731	29,336	30,109	31,049	32,051	32,886	33,805	34,744	35,788	36,707	37,835	39,004	
61	HR	13.43	13.76	14.05	14.42	14.87	15.35	15.75	16.19	16.64	17.14	17.58	18.12	18.68	19.24	61
	YR	28,042	28,731	29,336	30,109	31,049	32,051	32,886	33,805	34,744	35,788	36,707	37,835	39,004	40,173	
62	HR	13.76	14.05	14.42	14.87	15.35	15.75	16.19	16.64	17.14	17.58	18.12	18.68	19.24	19.78	62
	YR	28,731	29,336	30,109	31,049	32,051	32,886	33,805	34,744	35,788	36,707	37,835	39,004	40,173	41,301	
63	HR	14.05	14.42	14.87	15.35	15.75	16.19	16.64	17.14	17.58	18.12	18.68	19.24	19.78	20.37	63
	YR	29,336	30,109	31,049	32,051	32,886	33,805	34,744	35,788	36,707	37,835	39,004	40,173	41,301	42,533	
64	HR	14.42	14.87	15.35	15.75	16.19	16.64	17.14	17.58	18.12	18.68	19.24	19.78	20.37	20.93	64
	YR	30,109	31,049	32,051	32,886	33,805	34,744	35,788	36,707	37,835	39,004	40,173	41,301	42,533	43,702	
65	HR	14.87	15.35	15.75	16.19	16.64	17.14	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55	65
	YR	31,049	32,051	32,886	33,805	34,744	35,788	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996	
66	HR	15.35	15.75	16.19	16.64	17.14	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55	22.13	66
	YR	32,051	32,886	33,805	34,744	35,788	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996	46,207	
67	HR	15.75	16.19	16.64	17.14	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55	22.13	22.79	67
	YR	32,886	33,805	34,744	35,788	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996	46,207	47,586	
68	HR	16.19	16.64	17.14	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55	22.13	22.79	23.41	68
	YR	33,805	34,744	35,788	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996	46,207	47,586	48,880	
69	HR	16.64	17.14	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55	22.13	22.79	23.41	24.02	69
	YR	34,744	35,788	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996	46,207	47,586	48,880	50,154	
70	HR	17.14	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55	22.13	22.79	23.41	24.02	24.63	70
	YR	35,788	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996	46,207	47,586	48,880	50,154	51,427	
71	HR	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55	22.13	22.79	23.41	24.02	24.63	25.28	71
	YR	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996	46,207	47,586	48,880	50,154	51,427	52,785	
72	HR	18.12	18.68	19.24	19.78	20.37	20.93	21.55	22.13	22.79	23.41	24.02	24.63	25.28	25.89	72
	YR	37,835	39,004	40,173	41,301	42,533	43,702	44,996	46,207	47,586	48,880	50,154	51,427	52,785	54,058	
73	HR	18.68	19.24	19.78	20.37	20.93	21.55	22.13	22.79	23.41	24.02	24.63	25.28	25.89	26.56	73
	YR	39,004	40,173	41,301	42,533	43,702	44,996	46,207	47,586	48,880	50,154	51,427	52,785	54,058	55,457	
74	HR	19.24	19.78	20.37	20.93	21.55	22.13	22.79	23.41	24.02	24.63	25.28	25.89	26.56	27.18	74
	YR	40,173	41,301	42,533	43,702	44,996	46,207	47,586	48,880	50,154	51,427	52,785	54,058	55,457	56,752	
75	HR	19.78	20.37	20.93	21.55	22.13	22.79	23.41	24.02	24.63	25.28	25.89	26.56	27.18	27.80	75
	YR	41,301	42,533	43,702	44,996	46,207	47,586	48,880	50,154	51,427	52,785	54,058	55,457	56,752	58,046	
76	HR	20.37	20.93	21.55	22.13	22.79	23.41	24.02	24.63	25.28	25.89	26.56	27.18	27.80	28.43	76
	YR	42,533	43,702	44,996	46,207	47,586	48,880	50,154	51,427	52,785	54,058	55,457	56,752	58,046	59,362	
77	HR	20.93	21.55	22.13	22.79	23.41	24.02	24.63	25.28	25.89	26.56	27.18	27.80	28.43	29.01	77
	YR	43,702	44,996	46,207	47,586	48,880	50,154	51,427	52,785	54,058	55,457	56,752	58,046	59,362	60,573	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 7C
Unit 7 AFSCME Agriculture Classes
Ranges 01 - 03
Effective 7/1/05 - 6/30/06

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	HR	15.24	15.75	16.30	16.81	17.39	17.93	18.59	19.24	19.88	20.58	21.30	21.93	01
	YR	31,821	32,886	34,034	35,099	36,310	37,438	38,816	40,173	41,509	42,971	44,474	45,790	
02	HR	17.39	17.93	18.59	19.24	19.88	20.58	21.30	22.04	22.86	23.69	24.51	25.25	02
	YR	36,310	37,438	38,816	40,173	41,509	42,971	44,474	46,020	47,732	49,465	51,177	52,722	
03	HR	19.24	19.88	20.58	21.30	22.04	22.86	23.69	24.51	25.38	26.34	27.27	28.11	03
	YR	40,173	41,509	42,971	44,474	46,020	47,732	49,465	51,177	52,993	54,998	56,940	58,694	
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	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid TSS
Unit 2 and Unit 7 AFSCME
Effective 7/1/05 - 6/30/06

Transportation Associate

Comp Code		A	B
Step		01	02
Service Requirement		6 Mos	
Range 64	HR	14.42	14.87
	YR	30,109	31,049

Transportation Generalist

Comp Code		A	B	C	D	E	F	G	H	I
Step		01	02	03	04	05	06	07	08	09
Service Requirement		6 Mos	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	
Range 67	HR	15.42	15.87	16.34	16.81	17.27	17.84	18.34	18.84	19.40
	YR	32,197	33,137	34,118	35,099	36,060	37,250	38,294	39,338	40,507

Transportation Generalist Senior

Comp Code		A	B	C	D	E	F	G	H	I	J
Step		01	02	03	04	05	06	07	08	09	10
Service Requirement		6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 69	HR	16.64	17.14	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55
	YR	34,744	35,788	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996

Transportation Specialist

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
Service Requirement		6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 71	HR	17.58	18.12	18.68	19.24	19.78	20.37	20.93	21.55	22.13	22.79	23.41	24.02
	YR	36,707	37,835	39,004	40,173	41,301	42,533	43,702	44,996	46,207	47,586	48,880	50,154

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

APPENDIX E

Compensation Grid 2
Unit 2 AFSCME Craft, Maintenance and Labor
Ranges 77 - 96
Effective 7/1/06 - 6/30/07

Comp Code		A	B	C	D	E	F	
Step		01	02	03	04	05	06	
Range								Range
77	HR	13.62	13.91	14.22	14.55	14.87	15.12	77
	YR	28,439	29,044	29,691	30,380	31,049	31,571	
78	HR	13.91	14.22	14.55	14.87	15.12	15.43	78
	YR	29,044	29,691	30,380	31,049	31,571	32,218	
79	HR	14.22	14.55	14.87	15.12	15.43	15.73	79
	YR	29,691	30,380	31,049	31,571	32,218	32,844	
80	HR	14.55	14.87	15.12	15.43	15.73	16.19	80
	YR	30,380	31,049	31,571	32,218	32,844	33,805	
81	HR	14.87	15.12	15.43	15.73	16.19	16.67	81
	YR	31,049	31,571	32,218	32,844	33,805	34,807	
82	HR	15.12	15.43	15.73	16.19	16.67	17.15	82
	YR	31,571	32,218	32,844	33,805	34,807	35,809	
83	HR	15.43	15.73	16.19	16.67	17.15	17.62	83
	YR	32,218	32,844	33,805	34,807	35,809	36,791	
84	HR	15.73	16.19	16.67	17.15	17.62	18.20	84
	YR	32,844	33,805	34,807	35,809	36,791	38,002	
85	HR	16.19	16.67	17.15	17.62	18.20	18.71	85
	YR	33,805	34,807	35,809	36,791	38,002	39,066	
86	HR	16.67	17.15	17.62	18.20	18.71	19.22	86
	YR	34,807	35,809	36,791	38,002	39,066	40,131	
87	HR	17.15	17.62	18.20	18.71	19.22	19.79	87
	YR	35,809	36,791	38,002	39,066	40,131	41,322	
88	HR	17.62	18.20	18.71	19.22	19.79	20.35	88
	YR	36,791	38,002	39,066	40,131	41,322	42,491	
89	HR	18.20	18.71	19.22	19.79	20.35	20.96	89
	YR	38,002	39,066	40,131	41,322	42,491	43,764	
90	HR	18.71	19.22	19.79	20.35	20.96	21.57	90
	YR	39,066	40,131	41,322	42,491	43,764	45,038	
91	HR	19.22	19.79	20.35	20.96	21.57	22.17	91
	YR	40,131	41,322	42,491	43,764	45,038	46,291	
92	HR	19.79	20.35	20.96	21.57	22.17	22.89	92
	YR	41,322	42,491	43,764	45,038	46,291	47,794	
93	HR	20.35	20.96	21.57	22.17	22.89	23.54	93
	YR	42,491	43,764	45,038	46,291	47,794	49,152	
94	HR	20.96	21.57	22.17	22.89	23.54	24.27	94
	YR	43,764	45,038	46,291	47,794	49,152	50,676	
95	HR	21.57	22.17	22.89	23.54	24.27	25.02	95
	YR	45,038	46,291	47,794	49,152	50,676	52,242	
96	HR	22.17	22.89	23.54	24.27	25.02	25.81	96
	YR	46,291	47,794	49,152	50,676	52,242	53,891	
Step		01	02	03	04	05	06	
Comp Code		A	B	C	D	E	F	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 2A
Unit 2 AFSCME
Effective 7/1/06 - 6/30/07

Building Maintenance Coordinator

Comp Code		A	B	C	D	E	F	G	H	I	J	K
Step		01	02	03	04	05	06	07	08	09	10	11
Service Requirement		6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 40												
	HR	19.04	19.62	20.21	20.78	21.35	21.98	22.57	23.25	23.88	24.50	25.10
	YR	39,756	40,967	42,198	43,389	44,579	45,894	47,126	48,546	49,861	51,156	52,409

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

APPENDIX E

Compensation Grid 3
Unit 3 AFSCME Service
Ranges 42- 77
Effective 7/1/06 - 6/30/07

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
42	HR	8.96	9.16	9.36	9.59	9.81	10.07	10.27	10.54	10.77	11.03	11.26	11.43	11.61	11.85		42
	YR	18,708	19,126	19,544	20,024	20,483	21,026	21,444	22,008	22,488	23,031	23,511	23,866	24,242	24,743		
43	HR	9.16	9.36	9.59	9.81	10.07	10.27	10.54	10.77	11.03	11.26	11.43	11.61	11.85	12.06		43
	YR	19,126	19,544	20,024	20,483	21,026	21,444	22,008	22,488	23,031	23,511	23,866	24,242	24,743	25,181		
44	HR	9.36	9.59	9.81	10.07	10.27	10.54	10.77	11.03	11.26	11.43	11.61	11.85	12.06	12.34		44
	YR	19,544	20,024	20,483	21,026	21,444	22,008	22,488	23,031	23,511	23,866	24,242	24,743	25,181	25,766		
45	HR	9.59	9.81	10.07	10.27	10.54	10.77	11.03	11.26	11.43	11.61	11.85	12.06	12.34	12.62		45
	YR	20,024	20,483	21,026	21,444	22,008	22,488	23,031	23,511	23,866	24,242	24,743	25,181	25,766	26,351		
46	HR	9.81	10.07	10.27	10.54	10.77	11.03	11.26	11.43	11.61	11.85	12.06	12.34	12.62	12.88		46
	YR	20,483	21,026	21,444	22,008	22,488	23,031	23,511	23,866	24,242	24,743	25,181	25,766	26,351	26,893		
47	HR	10.07	10.27	10.54	10.77	11.03	11.26	11.43	11.61	11.85	12.06	12.34	12.62	12.88	13.15		47
	YR	21,026	21,444	22,008	22,488	23,031	23,511	23,866	24,242	24,743	25,181	25,766	26,351	26,893	27,457		
48	HR	10.27	10.54	10.77	11.03	11.26	11.43	11.61	11.85	12.06	12.34	12.62	12.88	13.15	13.45		48
	YR	21,444	22,008	22,488	23,031	23,511	23,866	24,242	24,743	25,181	25,766	26,351	26,893	27,457	28,084		
49	HR	10.54	10.77	11.03	11.26	11.43	11.61	11.85	12.06	12.31	12.62	12.88	13.15	13.45	13.74		49
	YR	22,008	22,488	23,031	23,511	23,866	24,242	24,743	25,181	25,703	26,351	26,893	27,457	28,084	28,689		
50	HR	10.77	11.03	11.26	11.43	11.61	11.85	12.06	12.31	12.57	12.87	13.15	13.45	13.74	14.06		50
	YR	22,488	23,031	23,511	23,866	24,242	24,743	25,181	25,703	26,246	26,873	27,457	28,084	28,689	29,357		
51	HR	11.03	11.26	11.43	11.61	11.85	12.06	12.31	12.57	12.87	13.15	13.45	13.74	14.06	14.38		51
	YR	23,031	23,511	23,866	24,242	24,743	25,181	25,703	26,246	26,873	27,457	28,084	28,689	29,357	30,025		
52	HR	11.26	11.43	11.61	11.85	12.06	12.31	12.57	12.87	13.15	13.45	13.74	14.06	14.38	14.73	15.17	52
	YR	23,511	23,866	24,242	24,743	25,181	25,703	26,246	26,873	27,457	28,084	28,689	29,357	30,025	30,756	31,675	
53	HR	11.43	11.61	11.85	12.06	12.31	12.57	12.87	13.15	13.45	13.74	14.06	14.38	14.73	15.17		53
	YR	23,866	24,242	24,743	25,181	25,703	26,246	26,873	27,457	28,084	28,689	29,357	30,025	30,756	31,675		
54	HR	11.61	11.85	12.06	12.31	12.57	12.87	13.15	13.45	13.74	14.06	14.38	14.73	15.17	15.54		54
	YR	24,242	24,743	25,181	25,703	26,246	26,873	27,457	28,084	28,689	29,357	30,025	30,756	31,675	32,448		
55	HR	11.85	12.06	12.31	12.57	12.87	13.15	13.45	13.74	14.06	14.38	14.73	15.17	15.54	15.92		55
	YR	24,743	25,181	25,703	26,246	26,873	27,457	28,084	28,689	29,357	30,025	30,756	31,675	32,448	33,241		
56	HR	12.06	12.31	12.57	12.87	13.15	13.45	13.74	14.06	14.38	14.73	15.17	15.54	15.92	16.33	16.78	56
	YR	25,181	25,703	26,246	26,873	27,457	28,084	28,689	29,357	30,025	30,756	31,675	32,448	33,241	34,097	35,037	
57	HR	12.31	12.57	12.87	13.15	13.45	13.74	14.06	14.38	14.73	15.17	15.54	15.92	16.33	16.78	17.23	57
	YR	25,703	26,246	26,873	27,457	28,084	28,689	29,357	30,025	30,756	31,675	32,448	33,241	34,097	35,037	35,976	
58	HR	12.57	12.87	13.15	13.45	13.74	14.06	14.38	14.73	15.17	15.54	15.92	16.33	16.78	17.23		58
	YR	26,246	26,873	27,457	28,084	28,689	29,357	30,025	30,756	31,675	32,448	33,241	34,097	35,037	35,976		
59	HR	12.87	13.15	13.45	13.74	14.06	14.38	14.73	15.17	15.54	15.92	16.33	16.78	17.23	17.68	18.26	59
	YR	26,873	27,457	28,084	28,689	29,357	30,025	30,756	31,675	32,448	33,241	34,097	35,037	35,976	36,916	38,127	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 3 (cont.)
Unit 3 AFSCME Service
Ranges 42- 77
Effective 7/1/06 - 6/30/07

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
60	HR	13.15	13.45	13.74	14.06	14.38	14.73	15.17	15.54	15.92	16.33	16.78	17.23	17.68	18.26	18.77	60
	YR	27,457	28,084	28,689	29,357	30,025	30,756	31,675	32,448	33,241	34,097	35,037	35,976	36,916	38,127	39,192	
61	HR	13.45	13.74	14.06	14.38	14.73	15.17	15.54	15.92	16.33	16.78	17.23	17.68	18.26	18.77		61
	YR	28,084	28,689	29,357	30,025	30,756	31,675	32,448	33,241	34,097	35,037	35,976	36,916	38,127	39,192		
62	HR	13.74	14.06	14.38	14.73	15.17	15.54	15.92	16.33	16.78	17.23	17.68	18.26	18.77	19.31		62
	YR	28,689	29,357	30,025	30,756	31,675	32,448	33,241	34,097	35,037	35,976	36,916	38,127	39,192	40,319		
63	HR	14.06	14.38	14.73	15.17	15.54	15.92	16.33	16.78	17.23	17.68	18.26	18.77	19.31	19.83		63
	YR	29,357	30,025	30,756	31,675	32,448	33,241	34,097	35,037	35,976	36,916	38,127	39,192	40,319	41,405		
64	HR	14.38	14.73	15.17	15.54	15.92	16.33	16.78	17.23	17.68	18.26	18.77	19.31	19.83	20.35		64
	YR	30,025	30,756	31,675	32,448	33,241	34,097	35,037	35,976	36,916	38,127	39,192	40,319	41,405	42,491		
65	HR	14.73	15.17	15.54	15.92	16.33	16.78	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89		65
	YR	30,756	31,675	32,448	33,241	34,097	35,037	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618		
66	HR	15.17	15.54	15.92	16.33	16.78	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48		66
	YR	31,675	32,448	33,241	34,097	35,037	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850		
67	HR	15.54	15.92	16.33	16.78	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06		67
	YR	32,448	33,241	34,097	35,037	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061		
68	HR	15.92	16.33	16.78	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61		68
	YR	33,241	34,097	35,037	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210		
69	HR	16.33	16.78	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25		69
	YR	34,097	35,037	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546		
70	HR	16.78	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84		70
	YR	35,037	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778		
71	HR	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42		71
	YR	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989		
72	HR	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01		72
	YR	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221		
73	HR	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56		73
	YR	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369		
74	HR	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56	26.21		74
	YR	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369	54,726		
75	HR	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56	26.21	26.76		75
	YR	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369	54,726	55,875		
76	HR	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56	26.21	26.76	27.35		76
	YR	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369	54,726	55,875	57,107		
77	HR	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56	26.21	26.76	27.35	27.92		77
	YR	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369	54,726	55,875	57,107	58,297		
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 3A
Unit 3 AFSCME
Effective 7/1/06 - 6/30/07

Laborer - General

Comp Code		A	B	C	D	E	F	G	H
Step		01	02	03	04	05	06	07	08
Service Requirement		800 Hrs	800 Hrs	800 Hrs	1600 Hrs	1600 Hrs	1600 Hrs	1600 Hrs	
Range 10	HR	12.35	12.65	12.94	13.24	13.53	14.71	15.09	15.47
	YR	25,787	26,413	27,019	27,645	28,251	30,714	31,508	32,301

General Maintenance Worker

Comp Code		A	B	C	D	E	F	G	H	I	J	K
Step		01	02	03	04	05	06	07	08	09	10	11
Service Requirement		6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	6 Mos	18 Mos	6 Mos	6 Mos	
Range 12	HR	11.43	11.61	11.85	12.06	12.31	12.57	13.93	14.24	15.46	15.87	16.27
	YR	23,866	24,242	24,743	25,181	25,703	26,246	29,086	29,733	32,280	33,137	33,972

General Maintenance Worker Lead

Comp Code		A	B	C	D	E	F
Step		01	02	03	04	05	06
Service Requirement		6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	
Range 16	HR	14.73	15.06	15.46	15.87	16.27	16.70
	YR	30,756	31,445	32,280	33,137	33,972	34,870

Materials Transfer Driver

Comp Code		A	B	C	D	E	F
Step		01	02	03	04	05	06
Service Requirement		6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	
Range 18	HR	15.46	15.87	16.27	16.70	17.20	17.68
	YR	32,280	33,137	33,972	34,870	35,914	36,916

Supported Employment Worker

Comp Code		A	B	C	D	E	F	G	H	I
Step		01	02	03	04	05	06	07	08	09
Service Requirement		6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 20	HR	7.40	7.71	8.04	8.76	9.48	10.25	11.01	11.71	12.36
	YR	15,451	16,098	16,788	18,291	19,794	21,402	22,989	24,450	25,808

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

APPENDIX E

Compensation Grid 4/Compensation Grid 6
Unit 4 and 6 AFSCME Health Care Non-professional and Clerical
Ranges 42 - 77
Effective 7/1/06 - 6/30/07

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
42	HR	8.71	8.90	9.15	9.35	9.58	9.85	10.07	10.34	10.57	10.83	11.08	11.26	11.44	11.69		42
	YR	18,186	18,583	19,105	19,523	20,003	20,567	21,026	21,590	22,070	22,613	23,135	23,511	23,887	24,409		
43	HR	8.90	9.15	9.35	9.58	9.85	10.07	10.34	10.57	10.83	11.08	11.26	11.44	11.69	11.90		43
	YR	18,583	19,105	19,523	20,003	20,567	21,026	21,590	22,070	22,613	23,135	23,511	23,887	24,409	24,847		
44	HR	9.15	9.35	9.58	9.85	10.07	10.34	10.57	10.83	11.08	11.26	11.44	11.69	11.90	12.19		44
	YR	19,105	19,523	20,003	20,567	21,026	21,590	22,070	22,613	23,135	23,511	23,887	24,409	24,847	25,453		
45	HR	9.35	9.58	9.85	10.07	10.34	10.57	10.83	11.08	11.26	11.44	11.69	11.90	12.19	12.48		45
	YR	19,523	20,003	20,567	21,026	21,590	22,070	22,613	23,135	23,511	23,887	24,409	24,847	25,453	26,058		
46	HR	9.58	9.85	10.07	10.34	10.57	10.83	11.08	11.26	11.44	11.69	11.90	12.19	12.48	12.75		46
	YR	20,003	20,567	21,026	21,590	22,070	22,613	23,135	23,511	23,887	24,409	24,847	25,453	26,058	26,622		
47	HR	9.85	10.07	10.34	10.57	10.83	11.08	11.26	11.44	11.69	11.90	12.19	12.48	12.75	13.03		47
	YR	20,567	21,026	21,590	22,070	22,613	23,135	23,511	23,887	24,409	24,847	25,453	26,058	26,622	27,207		
48	HR	10.07	10.34	10.57	10.83	11.08	11.26	11.44	11.69	11.90	12.19	12.48	12.75	13.03	13.34		48
	YR	21,026	21,590	22,070	22,613	23,135	23,511	23,887	24,409	24,847	25,453	26,058	26,622	27,207	27,854		
49	HR	10.34	10.57	10.83	11.08	11.26	11.44	11.69	11.90	12.16	12.48	12.75	13.03	13.34	13.64		49
	YR	21,590	22,070	22,613	23,135	23,511	23,887	24,409	24,847	25,390	26,058	26,622	27,207	27,854	28,480		
50	HR	10.57	10.83	11.08	11.26	11.44	11.69	11.90	12.16	12.42	12.73	13.03	13.34	13.64	13.95		50
	YR	22,070	22,613	23,135	23,511	23,887	24,409	24,847	25,390	25,933	26,580	27,207	27,854	28,480	29,128		
51	HR	10.83	11.08	11.26	11.44	11.69	11.90	12.16	12.42	12.73	13.03	13.34	13.64	13.95	14.28		51
	YR	22,613	23,135	23,511	23,887	24,409	24,847	25,390	25,933	26,580	27,207	27,854	28,480	29,128	29,817		
52	HR	11.08	11.26	11.44	11.69	11.90	12.16	12.42	12.73	13.03	13.34	13.64	13.95	14.28	14.66	15.10	52
	YR	23,135	23,511	23,887	24,409	24,847	25,390	25,933	26,580	27,207	27,854	28,480	29,128	29,817	30,610	31,529	
53	HR	11.26	11.44	11.69	11.90	12.16	12.42	12.73	13.03	13.34	13.64	13.95	14.28	14.66	15.10		53
	YR	23,511	23,887	24,409	24,847	25,390	25,933	26,580	27,207	27,854	28,480	29,128	29,817	30,610	31,529		
54	HR	11.44	11.69	11.90	12.16	12.42	12.73	13.03	13.34	13.64	13.95	14.28	14.66	15.10	15.48		54
	YR	23,887	24,409	24,847	25,390	25,933	26,580	27,207	27,854	28,480	29,128	29,817	30,610	31,529	32,322		
55	HR	11.69	11.90	12.16	12.42	12.73	13.03	13.34	13.64	13.95	14.28	14.66	15.10	15.48	15.88		55
	YR	24,409	24,847	25,390	25,933	26,580	27,207	27,854	28,480	29,128	29,817	30,610	31,529	32,322	33,157		
56	HR	11.90	12.16	12.42	12.73	13.03	13.34	13.64	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	56
	YR	24,847	25,390	25,933	26,580	27,207	27,854	28,480	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	
57	HR	12.16	12.42	12.73	13.03	13.34	13.64	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23	57
	YR	25,390	25,933	26,580	27,207	27,854	28,480	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976	
58	HR	12.42	12.73	13.03	13.34	13.64	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23		58
	YR	25,933	26,580	27,207	27,854	28,480	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976		
59	HR	12.73	13.03	13.34	13.64	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26	59
	YR	26,580	27,207	27,854	28,480	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 4/Compensation Grid 6 (cont.)
Unit 4 and 6 AFSCME Health Care Non-professional and Clerical
Ranges 42 - 77
Effective 7/1/06 - 6/30/07

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Range																	Range
60	HR	13.03	13.34	13.64	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26	18.77	60
	YR	27,207	27,854	28,480	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127	39,192	
61	HR	13.34	13.64	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26	18.77		61
	YR	27,854	28,480	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127	39,192		
62	HR	13.64	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26	18.77	19.31		62
	YR	28,480	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127	39,192	40,319		
63	HR	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26	18.77	19.31	19.83		63
	YR	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127	39,192	40,319	41,405		
64	HR	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26	18.77	19.31	19.83	20.35		64
	YR	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127	39,192	40,319	41,405	42,491		
65	HR	14.66	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89		65
	YR	30,610	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618		
66	HR	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48		66
	YR	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850		
67	HR	15.48	15.88	16.31	16.76	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06		67
	YR	32,322	33,157	34,055	34,995	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061		
68	HR	15.88	16.31	16.76	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61		68
	YR	33,157	34,055	34,995	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210		
69	HR	16.31	16.76	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25		69
	YR	34,055	34,995	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546		
70	HR	16.76	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84		70
	YR	34,995	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778		
71	HR	17.23	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42		71
	YR	35,976	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989		
72	HR	17.68	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01		72
	YR	36,916	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221		
73	HR	18.26	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56		73
	YR	38,127	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369		
74	HR	18.77	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56	26.21		74
	YR	39,192	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369	54,726		
75	HR	19.31	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56	26.21	26.76		75
	YR	40,319	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369	54,726	55,875		
76	HR	19.83	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56	26.21	26.76	27.35		76
	YR	41,405	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369	54,726	55,875	57,107		
77	HR	20.35	20.89	21.48	22.06	22.61	23.25	23.84	24.42	25.01	25.56	26.21	26.76	27.35	27.92		77
	YR	42,491	43,618	44,850	46,061	47,210	48,546	49,778	50,989	52,221	53,369	54,726	55,875	57,107	58,297		
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	15	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 4A
Unit 4 AFSCME
Effective 7/1/06 - 6/30/07

Human Services Technician

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
Service Requirement		12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	6 Mos	
Range 25	HR	11.44	11.69	11.90	12.42	13.64	13.95	14.28	14.66	15.10	15.48	15.88	16.31	16.76	17.23	17.68	18.26
	YR	23,887	24,409	24,847	25,933	28,480	29,128	29,817	30,610	31,529	32,322	33,157	34,055	34,995	35,976	36,916	38,127

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

APPENDIX E

Compensation Grid 7
Unit 7 AFSCME Technical
Ranges 42 - 77
Effective 7/1/06 - 6/30/07

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Range																Range
42	HR	8.71	8.90	9.15	9.35	9.58	9.86	10.10	10.39	10.71	10.91	11.17	11.39	11.65	11.88	42
	YR	18,186	18,583	19,105	19,523	20,003	20,588	21,089	21,694	22,362	22,780	23,323	23,782	24,325	24,805	
43	HR	8.90	9.15	9.35	9.58	9.86	10.10	10.39	10.71	10.91	11.17	11.39	11.65	11.88	12.14	43
	YR	18,583	19,105	19,523	20,003	20,588	21,089	21,694	22,362	22,780	23,323	23,782	24,325	24,805	25,348	
44	HR	9.15	9.35	9.58	9.86	10.10	10.39	10.71	10.91	11.17	11.39	11.65	11.88	12.14	12.48	44
	YR	19,105	19,523	20,003	20,588	21,089	21,694	22,362	22,780	23,323	23,782	24,325	24,805	25,348	26,058	
45	HR	9.35	9.58	9.86	10.10	10.39	10.71	10.91	11.17	11.39	11.65	11.88	12.14	12.48	12.78	45
	YR	19,523	20,003	20,588	21,089	21,694	22,362	22,780	23,323	23,782	24,325	24,805	25,348	26,058	26,685	
46	HR	9.58	9.86	10.10	10.39	10.71	10.91	11.17	11.39	11.65	11.88	12.14	12.48	12.78	13.06	46
	YR	20,003	20,588	21,089	21,694	22,362	22,780	23,323	23,782	24,325	24,805	25,348	26,058	26,685	27,269	
47	HR	9.86	10.10	10.39	10.71	10.91	11.17	11.39	11.65	11.88	12.14	12.48	12.78	13.06	13.39	47
	YR	20,588	21,089	21,694	22,362	22,780	23,323	23,782	24,325	24,805	25,348	26,058	26,685	27,269	27,958	
48	HR	10.10	10.39	10.71	10.91	11.17	11.39	11.65	11.88	12.14	12.48	12.78	13.06	13.39	13.70	48
	YR	21,089	21,694	22,362	22,780	23,323	23,782	24,325	24,805	25,348	26,058	26,685	27,269	27,958	28,606	
49	HR	10.39	10.71	10.91	11.17	11.39	11.65	11.88	12.14	12.40	12.78	13.06	13.39	13.70	14.04	49
	YR	21,694	22,362	22,780	23,323	23,782	24,325	24,805	25,348	25,891	26,685	27,269	27,958	28,606	29,316	
50	HR	10.71	10.91	11.17	11.39	11.65	11.88	12.14	12.40	12.73	13.03	13.39	13.70	14.04	14.33	50
	YR	22,362	22,780	23,323	23,782	24,325	24,805	25,348	25,891	26,580	27,207	27,958	28,606	29,316	29,921	
51	HR	10.91	11.17	11.39	11.65	11.88	12.14	12.40	12.73	13.03	13.39	13.70	14.04	14.33	14.71	51
	YR	22,780	23,323	23,782	24,325	24,805	25,348	25,891	26,580	27,207	27,958	28,606	29,316	29,921	30,714	
52	HR	11.17	11.39	11.65	11.88	12.14	12.40	12.73	13.03	13.39	13.70	14.04	14.33	14.71	15.17	52
	YR	23,323	23,782	24,325	24,805	25,348	25,891	26,580	27,207	27,958	28,606	29,316	29,921	30,714	31,675	
53	HR	11.39	11.65	11.88	12.14	12.40	12.73	13.03	13.39	13.70	14.04	14.33	14.71	15.17	15.66	53
	YR	23,782	24,325	24,805	25,348	25,891	26,580	27,207	27,958	28,606	29,316	29,921	30,714	31,675	32,698	
54	HR	11.65	11.88	12.14	12.40	12.73	13.03	13.39	13.70	14.04	14.33	14.71	15.17	15.66	16.07	54
	YR	24,325	24,805	25,348	25,891	26,580	27,207	27,958	28,606	29,316	29,921	30,714	31,675	32,698	33,554	
55	HR	11.88	12.14	12.40	12.73	13.03	13.39	13.70	14.04	14.33	14.71	15.17	15.66	16.07	16.51	55
	YR	24,805	25,348	25,891	26,580	27,207	27,958	28,606	29,316	29,921	30,714	31,675	32,698	33,554	34,473	
56	HR	12.14	12.40	12.73	13.03	13.39	13.70	14.04	14.33	14.71	15.17	15.66	16.07	16.51	16.97	56
	YR	25,348	25,891	26,580	27,207	27,958	28,606	29,316	29,921	30,714	31,675	32,698	33,554	34,473	35,433	
57	HR	12.40	12.73	13.03	13.39	13.70	14.04	14.33	14.71	15.17	15.66	16.07	16.51	16.97	17.48	57
	YR	25,891	26,580	27,207	27,958	28,606	29,316	29,921	30,714	31,675	32,698	33,554	34,473	35,433	36,498	
58	HR	12.73	13.03	13.39	13.70	14.04	14.33	14.71	15.17	15.66	16.07	16.51	16.97	17.48	17.93	58
	YR	26,580	27,207	27,958	28,606	29,316	29,921	30,714	31,675	32,698	33,554	34,473	35,433	36,498	37,438	
59	HR	13.03	13.39	13.70	14.04	14.33	14.71	15.17	15.66	16.07	16.51	16.97	17.48	17.93	18.48	59
	YR	27,207	27,958	28,606	29,316	29,921	30,714	31,675	32,698	33,554	34,473	35,433	36,498	37,438	38,586	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 7 (cont.)
Unit 7 AFSCME Technical
Ranges 42 - 77
Effective 7/1/06 - 6/30/07

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Range																Range
60	HR	13.39	13.70	14.04	14.33	14.71	15.17	15.66	16.07	16.51	16.97	17.48	17.93	18.48	19.05	60
	YR	27,958	28,606	29,316	29,921	30,714	31,675	32,698	33,554	34,473	35,433	36,498	37,438	38,586	39,776	
61	HR	13.70	14.04	14.33	14.71	15.17	15.66	16.07	16.51	16.97	17.48	17.93	18.48	19.05	19.62	61
	YR	28,606	29,316	29,921	30,714	31,675	32,698	33,554	34,473	35,433	36,498	37,438	38,586	39,776	40,967	
62	HR	14.04	14.33	14.71	15.17	15.66	16.07	16.51	16.97	17.48	17.93	18.48	19.05	19.62	20.18	62
	YR	29,316	29,921	30,714	31,675	32,698	33,554	34,473	35,433	36,498	37,438	38,586	39,776	40,967	42,136	
63	HR	14.33	14.71	15.17	15.66	16.07	16.51	16.97	17.48	17.93	18.48	19.05	19.62	20.18	20.78	63
	YR	29,921	30,714	31,675	32,698	33,554	34,473	35,433	36,498	37,438	38,586	39,776	40,967	42,136	43,389	
64	HR	14.71	15.17	15.66	16.07	16.51	16.97	17.48	17.93	18.48	19.05	19.62	20.18	20.78	21.35	64
	YR	30,714	31,675	32,698	33,554	34,473	35,433	36,498	37,438	38,586	39,776	40,967	42,136	43,389	44,579	
65	HR	15.17	15.66	16.07	16.51	16.97	17.48	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98	65
	YR	31,675	32,698	33,554	34,473	35,433	36,498	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894	
66	HR	15.66	16.07	16.51	16.97	17.48	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98	22.57	66
	YR	32,698	33,554	34,473	35,433	36,498	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894	47,126	
67	HR	16.07	16.51	16.97	17.48	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98	22.57	23.25	67
	YR	33,554	34,473	35,433	36,498	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894	47,126	48,546	
68	HR	16.51	16.97	17.48	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98	22.57	23.25	23.88	68
	YR	34,473	35,433	36,498	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894	47,126	48,546	49,861	
69	HR	16.97	17.48	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98	22.57	23.25	23.88	24.50	69
	YR	35,433	36,498	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894	47,126	48,546	49,861	51,156	
70	HR	17.48	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98	22.57	23.25	23.88	24.50	25.12	70
	YR	36,498	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894	47,126	48,546	49,861	51,156	52,451	
71	HR	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98	22.57	23.25	23.88	24.50	25.12	25.79	71
	YR	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894	47,126	48,546	49,861	51,156	52,451	53,850	
72	HR	18.48	19.05	19.62	20.18	20.78	21.35	21.98	22.57	23.25	23.88	24.50	25.12	25.79	26.41	72
	YR	38,586	39,776	40,967	42,136	43,389	44,579	45,894	47,126	48,546	49,861	51,156	52,451	53,850	55,144	
73	HR	19.05	19.62	20.18	20.78	21.35	21.98	22.57	23.25	23.88	24.50	25.12	25.79	26.41	27.09	73
	YR	39,776	40,967	42,136	43,389	44,579	45,894	47,126	48,546	49,861	51,156	52,451	53,850	55,144	56,564	
74	HR	19.62	20.18	20.78	21.35	21.98	22.57	23.25	23.88	24.50	25.12	25.79	26.41	27.09	27.72	74
	YR	40,967	42,136	43,389	44,579	45,894	47,126	48,546	49,861	51,156	52,451	53,850	55,144	56,564	57,879	
75	HR	20.18	20.78	21.35	21.98	22.57	23.25	23.88	24.50	25.12	25.79	26.41	27.09	27.72	28.36	75
	YR	42,136	43,389	44,579	45,894	47,126	48,546	49,861	51,156	52,451	53,850	55,144	56,564	57,879	59,216	
76	HR	20.78	21.35	21.98	22.57	23.25	23.88	24.50	25.12	25.79	26.41	27.09	27.72	28.36	29.00	76
	YR	43,389	44,579	45,894	47,126	48,546	49,861	51,156	52,451	53,850	55,144	56,564	57,879	59,216	60,552	
77	HR	21.35	21.98	22.57	23.25	23.88	24.50	25.12	25.79	26.41	27.09	27.72	28.36	29.00	29.59	77
	YR	44,579	45,894	47,126	48,546	49,861	51,156	52,451	53,850	55,144	56,564	57,879	59,216	60,552	61,784	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	14	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	N	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid 7C
Unit 7 AFSCME Agriculture Classes
Ranges 01 - 03
Effective 7/1/06 - 6/30/07

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	HR	15.54	16.07	16.63	17.15	17.74	18.29	18.96	19.62	20.28	20.99	21.73	22.37	01
	YR	32,448	33,554	34,723	35,809	37,041	38,190	39,588	40,967	42,345	43,827	45,372	46,709	
02	HR	17.74	18.29	18.96	19.62	20.28	20.99	21.73	22.48	23.32	24.16	25.00	25.76	02
	YR	37,041	38,190	39,588	40,967	42,345	43,827	45,372	46,938	48,692	50,446	52,200	53,787	
03	HR	19.62	20.28	20.99	21.73	22.48	23.32	24.16	25.00	25.89	26.87	27.82	28.67	03
	YR	40,967	42,345	43,827	45,372	46,938	48,692	50,446	52,200	54,058	56,105	58,088	59,863	
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	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

APPENDIX E

Compensation Grid TSS
Unit 2 and Unit 7 AFSCME
Effective 7/1/06 - 6/30/07

Transportation Associate

Comp Code		A	B
Step		01	02
Service Requirement		6 Mos	
Range 64	HR	14.71	15.17
	YR	30,714	31,675

Transportation Generalist

Comp Code		A	B	C	D	E	F	G	H	I
Step		01	02	03	04	05	06	07	08	09
Service Requirement		6 Mos	6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	
Range 67	HR	15.73	16.19	16.67	17.15	17.62	18.20	18.71	19.22	19.79
	YR	32,844	33,805	34,807	35,809	36,791	38,002	39,066	40,131	41,322

Transportation Generalist Senior

Comp Code		A	B	C	D	E	F	G	H	I	J
Step		01	02	03	04	05	06	07	08	09	10
Service Requirement		6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 69	HR	16.97	17.48	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98
	YR	35,433	36,498	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894

Transportation Specialist

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
Service Requirement		6 Mos	6 Mos	6 Mos	6 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	12 Mos	
Range 71	HR	17.93	18.48	19.05	19.62	20.18	20.78	21.35	21.98	22.57	23.25	23.88	24.50
	YR	37,438	38,586	39,776	40,967	42,136	43,389	44,579	45,894	47,126	48,546	49,861	51,156

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Employees must complete the service requirement indicated above each step before advancing to the next step.

CLASSES AND SALARIES FOR JULY 1, 2005 THROUGH JUNE 30, 2007

				7/1/2005 - 6/30/2006			7/1/2006 - 6/30/2007		
JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
000001	Account Clerk	6	206	61L	13.08	17.33	61L	13.34	17.68
000632	Account Clerk Senior	6	206	64L	14.00	18.93	64L	14.28	19.31
000774	Accounting Technician	7	207	64M	14.42	20.37	64M	14.71	20.78
000005	Addressing Machine Technician	6	206	60L	12.77	16.89	60L	13.03	17.23
000523	Agric Technician	3	203	54M	11.38	14.87	54M	11.61	15.17
002526	Airfield Fire Fighter	7	207	60L	13.13	17.58	60L	13.39	17.93
002604	Airfield Fire Fighter Senior	7	207	64L	14.42	19.78	64L	14.71	20.18
003833	Airfield Fire Prevent Inspectr	7	207	64L	14.42	19.78	64L	14.71	20.18
001760	Animal Health Technician	7	207	61M	13.43	18.68	61M	13.70	19.05
000031	Architectural Drafting Tech 2	7	207	68M	16.19	22.79	68M	16.51	23.25
000032	Architectural Drafting Tech 3	7	207	73M	18.68	25.89	73M	19.05	26.41
000631	Area Terminal Produce Inspecto	7	207	67M	15.75	22.13	67M	16.07	22.57
002960	Arts School Residence Coord	3	203	64N	14.10	19.95	64N	14.38	20.35
000805	Athletic Equipment Manager	3	203	56M	11.82	15.61	56M	12.06	15.92
003297	Audio Quality Technician	7	207	62M	13.76	19.24	62M	14.04	19.62
000969	Audio Visual Aide	6	206	58L	12.18	15.99	58L	12.42	16.31
000099	Audio Visual Educ Spec	7	207	61M	13.43	18.68	61M	13.70	19.05
002035	Audio Visual Technician	7	207	59M	12.77	17.58	59M	13.03	17.93
000103	Automobile Driver	3	203	53M	11.21	14.44	53M	11.43	14.73
000109	Automobile Service Attendant	3	203	55M	11.62	15.24	55M	11.85	15.54
000105	Automotive Mechanic	2	202	89F	17.84	20.55	89F	18.20	20.96
002100	Automotive Mechanic Lead	2	202	92F	19.40	22.44	92F	19.79	22.89
000929	Automotive Parts Technician	7	207	61M	13.43	18.68	61M	13.70	19.05
000108	Automotive Technician	2	202	83F	15.13	17.27	83F	15.43	17.62
000113	Baker	3	203	61M	13.19	17.90	61M	13.45	18.26
000116	Beauty Operator	7	207	58M	12.48	17.14	58M	12.73	17.48
002555	Behavior Modification Asst	4	204	63M	13.68	18.93	63M	13.95	19.31
003490	Benefit Recovery Spec	7	207	65M	14.87	20.93	65M	15.17	21.35
003492	Benefit Recovery Tech	7	207	62M	13.76	19.24	62M	14.04	19.62
000247	Bindery Worker	6	206	60L	12.77	16.89	60L	13.03	17.23
002402	Bindery Worker Senior	6	206	62M	13.37	18.40	62M	13.64	18.77
002877	Braillist Technician	7	207	65M	14.87	20.93	65M	15.17	21.35
002214	Building Maintenance Coord	2A	202	40K	18.67	24.61	40K	19.04	25.10
002270	Building Maintenance Lead Wrkr	2	202	92F	19.40	22.44	92F	19.79	22.89
002238	Building Svcs Lead	3	203	60M	12.89	17.33	60M	13.15	17.68
000135	Building Utilities Mechanic	2	202	90F	18.34	21.15	90F	18.71	21.57
001326	Buildings & Grounds Worker	3	203	56M	11.82	15.61	56M	12.06	15.92
000143	Cabinet Maker	2	202	90F	18.34	21.15	90F	18.71	21.57
003458	Campus Security Officer	3	203	66M	14.87	20.48	66M	15.17	20.89
000146	Carpenter	2	202	90F	18.34	21.15	90F	18.71	21.57
002101	Carpenter Lead	2	202	92F	19.40	22.44	92F	19.79	22.89
000148	Cashier	6	206	64L	14.00	18.93	64L	14.28	19.31
003631	Central Svcs Admin Spec	6	206	58L	12.18	15.99	58L	12.42	16.31
003632	Central Svcs Admin Spec Inter	6	206	61L	13.08	17.33	61L	13.34	17.68
003634	Central Svcs Admin Spec Prin	6	206	67L	15.18	20.48	67L	15.48	20.89
003633	Central Svcs Admin Spec Senior	6	206	64L	14.00	18.93	64L	14.28	19.31

CLASSES AND SALARIES FOR JULY 1, 2005 THROUGH JUNE 30, 2007

				7/1/2005 - 6/30/2006			7/1/2006 - 6/30/2007		
JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
002560	Certified Occup Therapy Asst 1	4	204	63M	13.68	18.93	63M	13.95	19.31
002561	Certified Occup Therapy Asst 2	4	204	66M	14.80	20.48	66M	15.10	20.89
000212	Chemical Depend Couns	4	204	66L	14.80	19.95	66L	15.10	20.35
001027	Chemical Depend Couns Sr	4	204	69L	15.99	21.63	69L	16.31	22.06
002556	Chemical Depend Program Asst	4	204	63M	13.68	18.93	63M	13.95	19.31
000154	Chemist Aide	7	207	57M	12.16	16.64	57M	12.40	16.97
002339	Child Care Center Aide	3	203	58L	12.32	16.01	58L	12.57	16.33
002593	Child Care Center Asst	7	207	59L	12.77	17.14	59L	13.03	17.48
002592	Child Care Center Coord 1	7	207	66L	15.35	20.93	66L	15.66	21.35
002582	Child Care Center Coord 2	7	207	68M	16.19	22.79	68M	16.51	23.25
003696	Child Support Payment Speclist	7	207	70M	17.14	24.02	70M	17.48	24.50
003455	College Bkstore Coord Sr	6	206	68M	15.57	21.63	68M	15.88	22.06
000865	College Laboratory Asst 1	7	207	60M	13.13	18.12	60M	13.39	18.48
002632	College Laboratory Asst 2	7	207	62M	13.76	19.24	62M	14.04	19.62
002401	Consumer Aide Senior	6	206	67L	15.18	20.48	67L	15.48	20.89
003112	Control Center Clerk	6	206	60L	12.77	16.89	60L	13.03	17.23
000197	Cook	3	203	60M	12.89	17.33	60M	13.15	17.68
000198	Cook Coordinator	3	203	62M	13.47	18.40	62M	13.74	18.77
002188	Corr Chief Cook	3	203	66N	14.87	21.06	66N	15.17	21.48
003834	Corr Electronics Systems Spec	7	207	70M	17.14	24.02	70M	17.48	24.50
003722	Corr Field Serv Case Aide	7	207	64L	14.42	19.78	64L	14.71	20.18
003640	Corr Inmate Prog Coord	7	207	67M	15.75	22.13	67M	16.07	22.57
003400	Corr Mnfctrng Spec-Auto Body	2	202	93F	19.95	23.08	93F	20.35	23.54
003060	Corr Mnfctrng Spec-Auto Tech	2	202	95F	21.15	24.53	95F	21.57	25.02
003054	Corr Mnfctrng Spec-Engr & Draf	2	202	95F	21.15	24.53	95F	21.57	25.02
003057	Corr Mnfctrng Spec-Graphics	2	202	93F	19.95	23.08	93F	20.35	23.54
003062	Corr Mnfctrng Spec-Light Assem	2	202	91F	18.84	21.74	91F	19.22	22.17
003056	Corr Mnfctrng Spec-Light Manuf	2	202	93F	19.95	23.08	93F	20.35	23.54
003058	Corr Mnfctrng Spec-Mechanical	2	202	93F	19.95	23.08	93F	20.35	23.54
003287	Corr Mnfctrng Spec-Sales & Ser	2	202	95F	21.15	24.53	95F	21.57	25.02
003055	Corr Mnfctrng Spec-Tool & Die	2	202	95F	21.15	24.53	95F	21.57	25.02
003061	Corr Mnfctrng Spec-Trnsp&Ware	2	202	91F	18.84	21.74	91F	19.22	22.17
003396	Corr Mnfctrng Spec-Upholstery	2	202	93F	19.95	23.08	93F	20.35	23.54
003397	Corr Mnfctrng Spec-Wood	2	202	93F	19.95	23.08	93F	20.35	23.54
002629	Corr Teaching Asst	7	207	61M	13.43	18.68	61M	13.70	19.05
003635	Customer Svcs Specialist	6	206	58L	12.18	15.99	58L	12.42	16.31
003636	Customer Svcs Specialist Int	6	206	61L	13.08	17.33	61L	13.34	17.68
003638	Customer Svcs Specialist Princ	6	206	67L	15.18	20.48	67L	15.48	20.89
003637	Customer Svcs Specialist Sr	6	206	64L	14.00	18.93	64L	14.28	19.31
003565	Dairy Inspector 1	7C	207	01L	15.24	21.93	01L	15.54	22.37
003566	Dairy Inspector 2	7C	207	02L	17.39	25.25	02L	17.74	25.76
002303	Data Processing Coordinator 1	6	206	66L	14.80	19.95	66L	15.10	20.35
002280	Data Processing Coordinator 2	6	206	70M	16.43	22.79	70M	16.76	23.25
000224	Delivery Van Driver	3	203	59M	12.62	16.89	59M	12.87	17.23
001623	Dental Asst Registered	7	207	61M	13.43	18.68	61M	13.70	19.05
000227	Dental Hygienist	7	207	71M	17.58	24.63	71M	17.93	25.12

CLASSES AND SALARIES FOR JULY 1, 2005 THROUGH JUNE 30, 2007

				7/1/2005 - 6/30/2006			7/1/2006 - 6/30/2007		
JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
003489	Dietary Technician	7	207	64M	14.42	20.37	64M	14.71	20.78
000800	Dining Hall Coordinator	3	203	60M	12.89	17.33	60M	13.15	17.68
002646	Driver Improvement Spec	7	207	69M	16.64	23.41	69M	16.97	23.88
002663	DVS Exam & Insp Spec	7	207	63M	14.05	19.78	63M	14.33	20.18
000242	DVS Exam & Insp Spec Sr	7	207	66M	15.35	21.55	66M	15.66	21.98
002777	EDP Help Desk Specialist	7	207	66M	15.35	21.55	66M	15.66	21.98
002584	EDP Operations Assistant	6	206	61L	13.08	17.33	61L	13.34	17.68
003072	EDP Operations Assistant Sr	6	206	64L	14.00	18.93	64L	14.28	19.31
002107	EDP Operations Specialist	7	207	64M	14.42	20.37	64M	14.71	20.78
002268	EDP Operations Technical Spec	7	207	69N	16.64	24.02	69N	16.97	24.50
000885	EDP Operations Technician 1	7	207	58M	12.48	17.14	58M	12.73	17.48
000886	EDP Operations Technician 2	7	207	61M	13.43	18.68	61M	13.70	19.05
001390	EDP Operations Technician 3	7	207	63M	14.05	19.78	63M	14.33	20.18
003189	Electrical/Electronics Spec	2	202	94F	20.55	23.79	94F	20.96	24.27
000266	Electrician	2	202	93F	19.95	23.08	93F	20.35	23.54
002108	Electrician Lead	2	202	96F	21.74	25.30	96F	22.17	25.81
003452	Electrician Master Record	2	202	94F	20.55	23.79	94F	20.96	24.27
003222	Electronic Parts Technician	7	207	61M	13.43	18.68	61M	13.70	19.05
003511	Electronic Publishing Coord	6	206	66L	14.80	19.95	66L	15.10	20.35
000270	Electronic Technician	7	207	65M	14.87	20.93	65M	15.17	21.35
000938	Electronic Technician Senior	7	207	67M	15.75	22.13	67M	16.07	22.57
003188	Emergency Manage Cntr Duty Off	6	206	61L	13.08	17.33	61L	13.34	17.68
003529	Emergency Medical Tech	3	203	64M	14.10	19.44	64M	14.38	19.83
003522	Emergency Medical Tech Lead	3	203	67M	15.24	21.06	67M	15.54	21.48
000793	Emp & Econ Devel Technician 3	6	206	67L	15.18	20.48	67L	15.48	20.89
000286	Engineering Aide	7	207	60M	13.13	18.12	60M	13.39	18.48
001063	Engineering Aide Inter	7	207	64M	14.42	20.37	64M	14.71	20.78
000644	Engineering Aide Senior	7	207	69M	16.64	23.41	69M	16.97	23.88
000293	Executive 2	6	206	70M	16.43	22.79	70M	16.76	23.25
001917	Exhibit Specialist	7	207	69N	16.64	24.02	69N	16.97	24.50
000301	Fingerprint Technician	6	206	67L	15.18	20.48	67L	15.48	20.89
003528	Fire Simulator System Engineer	7	207	69M	16.64	23.41	69M	16.97	23.88
000305	Food Service Worker	3	203	55M	11.62	15.24	55M	11.85	15.54
002953	Forensic Artist	7	207	66M	15.35	21.55	66M	15.66	21.98
003805	Forensic Breath Alcohol Spec	7	207	72M	18.12	25.28	72M	18.48	25.79
003104	Forensic Evidence Spec	6	206	65L	14.37	19.44	65L	14.66	19.83
002753	Foundation Field Crew Chief	2	202	92F	19.40	22.44	92F	19.79	22.89
001725	General Maintenance Wrkr	3A	203	12K	11.21	15.95	12K	11.43	16.27
001728	General Maintenance Wrkr Lead	3A	203	16F	14.44	16.37	16F	14.73	16.70
001357	General Repair Worker	2	202	87F	16.81	19.40	87F	17.15	19.79
000316	Grain Inspector 1	7	207	64M	14.42	20.37	64M	14.71	20.78
000317	Grain Inspector 2	7	207	65M	14.87	20.93	65M	15.17	21.35
000318	Grain Laboratory Aide 1	7	207	56M	11.90	16.19	56M	12.14	16.51
000319	Grain Laboratory Aide 2	7	207	60M	13.13	18.12	60M	13.39	18.48
000321	Grain Sampler 1	7	207	62M	13.76	19.24	62M	14.04	19.62
000322	Grain Sampler 2	7	207	64M	14.42	20.37	64M	14.71	20.78

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
001464	Graphic Arts Camera Operator	6	206	61L	13.08	17.33	61L	13.34	17.68
000753	Graphic Arts Specialist	7	207	66N	15.35	22.13	66N	15.66	22.57
002220	Grounds & Roads Mntc Coord	3	203	64M	14.10	19.44	64M	14.38	19.83
000328	Groundskeeper	3	203	58N	12.32	16.89	58N	12.57	17.23
001599	Groundskeeper Inter	3	203	60N	12.89	17.90	60N	13.15	18.26
000329	Groundskeeper Senior	3	203	63N	13.78	19.44	63N	14.06	19.83
003578	Health Care Call Center Lead	7	207	68M	16.19	22.79	68M	16.51	23.25
003579	Health Care Call Center Rep	7	207	65M	14.87	20.93	65M	15.17	21.35
003467	Health Care Claim Examiner	6	206	63L	13.68	18.40	63L	13.95	18.77
003468	Health Care Claim Spec	7	207	65M	14.87	20.93	65M	15.17	21.35
000104	Heavy Equip Field Mech	2	202	92F	19.40	22.44	92F	19.79	22.89
000927	Heavy Equip Mechanic	2	202	91F	18.84	21.74	91F	19.22	22.17
000344	Heavy Equip Operator	2	202	90F	18.34	21.15	90F	18.71	21.57
001561	Heavy Equip Srvc Attendant	2	202	82F	14.82	16.81	82F	15.12	17.15
003842	Higher Education Tutor	7	207	53M	11.17	14.87	53M	11.39	15.17
003232	Highway Helper	2	202	86F	16.34	18.84	86F	16.67	19.22
003233	Highway Helper Sr	2	202	87F	16.81	19.40	87F	17.15	19.79
000358	Highway Signal Technician	2	202	94F	20.55	23.79	94F	20.96	24.27
000897	Hockey Rink Ice Maker	3	203	61L	13.19	17.33	61L	13.45	17.68
000370	Hospital Services Assistant	4	204	58L	12.18	15.99	58L	12.42	16.31
001693	Housing Finance Paraprof	6	206	67L	15.18	20.48	67L	15.48	20.89
003826	Housing Finance Paraprof Sr	7	207	69M	16.64	23.41	69M	16.97	23.88
003618	Human Svcs Support Specialist	4	204	64L	14.00	18.93	64L	14.28	19.31
001564	Human Svcs Technician	4A	204	25P	11.22	17.90	25P	11.44	18.26
001555	Inserting Machine Operator	6	206	60L	12.77	16.89	60L	13.03	17.23
001556	Inserting Machine Operator Lea	6	206	62L	13.37	17.90	62L	13.64	18.26
002216	Institution Mntc Lead Worker	2	202	92F	19.40	22.44	92F	19.79	22.89
002111	Instructional Communic Spec	7	207	72M	18.12	25.28	72M	18.48	25.79
001011	Instructional Communic Tech	7	207	63M	14.05	19.78	63M	14.33	20.18
001846	Interpret Guide	3	203	61L	13.19	17.33	61L	13.45	17.68
001845	Interpret Naturalist Aide	7	207	61L	13.43	18.12	61L	13.70	18.48
003567	Interstate Milk Rating Officer	7C	207	03L	19.24	28.11	03L	19.62	28.67
003355	IRRRB Facilities Maint Leadwkr	2	202	92F	19.40	22.44	92F	19.79	22.89
003120	IRRRB Facilities Resource Wkr	3	203	63M	13.78	18.93	63M	14.06	19.31
001507	Laboratory Attendant 1	3	203	54M	11.38	14.87	54M	11.61	15.17
001508	Laboratory Attendant 2	3	203	55M	11.62	15.24	55M	11.85	15.54
000414	Laborer General	3A	203	10H	12.11	15.17	10H	12.35	15.47
000415	Laborer Trades & Equipment	2	202	86F	16.34	18.84	86F	16.67	19.22
000422	Laundry Coordinator	3	203	64M	14.10	19.44	64M	14.38	19.83
000421	Laundry Worker	3	203	57M	12.07	16.01	57M	12.31	16.33
000423	Law Compliance Rep 1	7	207	58M	12.48	17.14	58M	12.73	17.48
000424	Law Compliance Rep 2	7	207	67M	15.75	22.13	67M	16.07	22.57
000427	Legal Secretary	6	206	67L	15.18	20.48	67L	15.48	20.89
001542	Legal Secretary Senior	6	206	70L	16.43	22.17	70L	16.76	22.61
001541	Legal Technician	7	207	67M	15.75	22.13	67M	16.07	22.57
000308	Library Technician	7	207	61M	13.43	18.68	61M	13.70	19.05

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
000430	Licensed Practical Nurse 1	4	204	64L	14.00	18.93	64L	14.28	19.31
001659	Licensed Practical Nurse 2	4	204	66L	14.80	19.95	66L	15.10	20.35
000431	Life Guard	3	203	50M	10.56	13.47	50M	10.77	13.74
001074	Liquor Control Invest Special	7	207	66M	15.35	21.55	66M	15.66	21.98
000434	Livestock Weigher 1	3	203	60M	12.89	17.33	60M	13.15	17.68
000435	Livestock Weigher 2	3	203	62M	13.47	18.40	62M	13.74	18.77
003488	Locksmith	2	202	90F	18.34	21.15	90F	18.71	21.57
000440	Machinery Repair Worker	2	202	90F	18.34	21.15	90F	18.71	21.57
000441	Machinist	2	202	90F	18.34	21.15	90F	18.71	21.57
003665	Machinist Lead	2	202	92F	19.40	22.44	92F	19.79	22.89
002852	Maintenance Machinist	2	202	92F	19.40	22.44	92F	19.79	22.89
000444	Mason	2	202	90F	18.34	21.15	90F	18.71	21.57
001718	Materials Trans Driver	3A	203	18F	15.16	17.33	18F	15.46	17.68
003434	Materials Trans Driver Lead	3	203	69F	16.01	18.40	69F	16.33	18.77
003791	Medical Assistant, Certified	4	204	65L	14.37	19.44	65L	14.66	19.83
001497	Medical Claims Technician 1	6	206	59L	12.48	16.43	59L	12.73	16.76
000411	Medical Laboratory Tech 1	7	207	61M	13.43	18.68	61M	13.70	19.05
000864	Medical Laboratory Tech 2	7	207	62M	13.76	19.24	62M	14.04	19.62
000875	Medical Records Tech 1	7	207	64M	14.42	20.37	64M	14.71	20.78
001475	Medical Records Tech 2	7	207	68M	16.19	22.79	68M	16.51	23.25
002559	Mental Health Prog Asst	4	204	63M	13.68	18.93	63M	13.95	19.31
002558	Mental Ret Residential Prg Lea	4	204	66M	14.80	20.48	66M	15.10	20.89
000898	Microfilmer	6	206	59L	12.48	16.43	59L	12.73	16.76
003305	Military Refuse Vehic Oper	2	202	82F	14.82	16.81	82F	15.12	17.15
003306	Military Refuse Vehic Oper Sr	2	202	85F	15.87	18.34	85F	16.19	18.71
002441	Military Security Guard	3	203	57M	12.07	16.01	57M	12.31	16.33
002425	Military Training Site Worker	3	203	54M	11.38	14.87	54M	11.61	15.17
003647	Mine Hoist & Maint Lead Wrkr	2	202	95F	21.15	24.53	95F	21.57	25.02
000914	Mine Hoist & Maint Wrkr	2	202	93F	19.95	23.08	93F	20.35	23.54
001552	Mining Aide Intermediate	7	207	63M	14.05	19.78	63M	14.33	20.18
003498	Mn Care Enrollment Rep	7	207	65M	14.87	20.93	65M	15.17	21.35
001843	Monorail Maintenance Worker	2	202	89F	17.84	20.55	89F	18.20	20.96
001022	Musical Instrument Repair Tech	7	207	66M	15.35	21.55	66M	15.66	21.98
001864	Netmaker	2	202	87F	16.81	19.40	87F	17.15	19.79
003479	Netmaker Lead	2	202	89F	17.84	20.55	89F	18.20	20.96
003624	NR Air Tactical Group Coord	7	207	68M	16.19	22.79	68M	16.51	23.25
002901	NR Douglas Lodge Custodial Wkr	3	203	52O	11.04	14.87	52O	11.26	15.17
003428	NR Douglas Lodge Din Rm Ld Wkr	3	203	62M	13.47	18.40	62M	13.74	18.77
002724	NR Douglas Lodge Wkr	3	203	42G	8.78	10.07	42G	8.96	10.27
003739	NR Equipment Wkr Trails & Watr	2	202	90F	18.34	21.15	90F	18.71	21.57
002881	NR Fisheries Census Clerk	6	206	58L	12.18	15.99	58L	12.42	16.31
003686	NR Forest Fire Response Lead	3	203	58L	12.32	16.01	58L	12.57	16.33
003447	NR Forest Grnd Support Ldwkr	7	207	68M	16.19	22.79	68M	16.51	23.25
003687	NR Forest Support Dispatcher	3	203	55L	11.62	14.87	55L	11.85	15.17
003625	NR Helicopter Oper Coord	7	207	68M	16.19	22.79	68M	16.51	23.25
003408	NR Mine Interpreter	7	207	64M	14.42	20.37	64M	14.71	20.78

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JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
000190	NR Tech	7	207	61M	13.43	18.68	61M	13.70	19.05
001771	NR Tech (Fisheries)	7	207	65M	14.87	20.93	65M	15.17	21.35
001755	NR Tech (Forestry)	7	207	66M	15.35	21.55	66M	15.66	21.98
002641	NR Tech (Trls & Waterways)	7	207	66M	15.35	21.55	66M	15.66	21.98
001756	NR Tech (Wildlife)	7	207	65M	14.87	20.93	65M	15.17	21.35
002640	NR Tech 2 (Park)	7	207	62M	13.76	19.24	62M	14.04	19.62
003627	Office & Admin Specialist	6	206	58L	12.18	15.99	58L	12.42	16.31
003628	Office & Admin Specialist Int	6	206	61L	13.08	17.33	61L	13.34	17.68
003630	Office & Admin Specialist Prin	6	206	67L	15.18	20.48	67L	15.48	20.89
003629	Office & Admin Specialist Sr	6	206	64L	14.00	18.93	64L	14.28	19.31
003626	Office Specialist	6	206	56L	11.67	15.18	56L	11.90	15.48
000912	Offset Press Operator	6	206	64L	14.00	18.93	64L	14.28	19.31
001040	Offset Press Operator Senior	6	206	68L	15.57	21.06	68L	15.88	21.48
000490	Painter	2	202	90F	18.34	21.15	90F	18.71	21.57
002222	Painter Lead	2	202	92F	19.40	22.44	92F	19.79	22.89
003611	Paralegal	7	207	67M	15.75	22.13	67M	16.07	22.57
001327	Parks Worker	3	203	58M	12.32	16.45	58M	12.57	16.78
000881	Personnel Aide	7	207	61M	13.43	18.68	61M	13.70	19.05
001486	Personnel Aide Senior	7	207	63M	14.05	19.78	63M	14.33	20.18
001020	Pharmacy Technician	7	207	57M	12.16	16.64	57M	12.40	16.97
000505	Photographer	7	207	59M	12.77	17.58	59M	13.03	17.93
000506	Photographic Laboratory Lead	7	207	63M	14.05	19.78	63M	14.33	20.18
002562	Physical Therapy Aide	4	204	59O	12.48	17.90	59O	12.73	18.26
002563	Physical Therapy Asst	4	204	66M	14.80	20.48	66M	15.10	20.89
001994	Plant Industry Inspector 1	7	207	61M	13.43	18.68	61M	13.70	19.05
001995	Plant Industry Inspector 2	7	207	65M	14.87	20.93	65M	15.17	21.35
000525	Plant Mntc Engineer	2	202	90F	18.34	21.15	90F	18.71	21.57
000526	Plant Mntc Engineer Helper	2	202	83F	15.13	17.27	83F	15.43	17.62
003672	Plant Mntc Engineer Lead	2	202	93F	19.95	23.08	93F	20.35	23.54
000529	Plasterer	2	202	90F	18.34	21.15	90F	18.71	21.57
000530	Plumber	2	202	91F	18.84	21.74	91F	19.22	22.17
003328	Plumber Chief	2	202	94F	20.55	23.79	94F	20.96	24.27
003278	Plumber Fitter	2	202	94F	20.55	23.79	94F	20.96	24.27
003453	Plumber Master In Charge	2	202	93F	19.95	23.08	93F	20.35	23.54
003715	Pollution Cont Data Spec	7	207	66M	15.35	21.55	66M	15.66	21.98
000857	Pollution Control Technician	7	207	59M	12.77	17.58	59M	13.03	17.93
003568	Print Comm Bindery Worker	7	207	59M	12.77	17.58	59M	13.03	17.93
003569	Print Comm Bindery Worker Sr	7	207	61M	13.43	18.68	61M	13.70	19.05
003571	Print Comm Press Operator Sr	7	207	66M	15.35	21.55	66M	15.66	21.98
000583	Radio Communications Operator	7	207	64M	14.42	20.37	64M	14.71	20.78
000586	Radio Technician 1	7	207	65M	14.87	20.93	65M	15.17	21.35
001428	Radio Technician 2	7	207	67M	15.75	22.13	67M	16.07	22.57
000587	Radio Technician 3	7	207	72N	18.12	25.89	72N	18.48	26.41
000589	Radio Tower Technician	7	207	68M	16.19	22.79	68M	16.51	23.25
000798	Radiologic Technologist	7	207	64M	14.42	20.37	64M	14.71	20.78
003167	Real Estate Aide	7	207	64M	14.42	20.37	64M	14.71	20.78

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003613	Real Estate Technician	7	207	67M	15.75	22.13	67M	16.07	22.57
002565	Recreation Program Asst	4	204	63M	13.68	18.93	63M	13.95	19.31
001019	Refrigeration Mechanic	2	202	91F	18.84	21.74	91F	19.22	22.17
003281	Reprographic Specialist	7	207	58M	12.48	17.14	58M	12.73	17.48
003661	Residential Prog Lead	4	204	66M	14.80	20.48	66M	15.10	20.89
002761	Revenue Collections Officer 1	7	207	64M	14.42	20.37	64M	14.71	20.78
002766	Revenue Examiner 1	7	207	64M	14.42	20.37	64M	14.71	20.78
002028	Sec/Commun Syst Monitor	3	203	61L	13.19	17.33	61L	13.45	17.68
003724	Security Control Clerk	3	203	62L	13.47	17.90	62L	13.74	18.26
000093	Security Counselor	4	204	66M	14.80	20.48	66M	15.10	20.89
000094	Security Counselor Lead	4	204	70M	16.43	22.79	70M	16.76	23.25
001045	Security Guard	3	203	56M	11.82	15.61	56M	12.06	15.92
000850	Seed Analyst	7	207	61M	13.43	18.68	61M	13.70	19.05
000627	Seed Analyst Senior	7	207	64M	14.42	20.37	64M	14.71	20.78
003032	Seed Potato Specialist	7	207	69M	16.64	23.41	69M	16.97	23.88
002985	Sentencing To Service Crew Ldr	3	203	66L	14.87	19.95	66L	15.17	20.35
000668	Service Worker	3	203	47M	9.87	12.63	47M	10.07	12.88
000623	Sewing Machine Operator	3	203	60M	12.89	17.33	60M	13.15	17.68
000669	Sheet Metal Worker	2	202	90F	18.34	21.15	90F	18.71	21.57
002580	Special Education Program Asst	4	204	63M	13.68	18.93	63M	13.95	19.31
003709	State Prog Admin Tech Special	7	207	65M	14.87	20.93	65M	15.17	21.35
000700	Stationary Engineer	2	202	90F	18.34	21.15	90F	18.71	21.57
000701	Steam Boiler Attendant	2	202	88F	17.27	19.95	88F	17.62	20.35
000702	Steamfitter	2	202	91F	18.84	21.74	91F	19.22	22.17
003128	Structural Fabrication Insp	7	207	73M	18.68	25.89	73M	19.05	26.41
002564	Structured Program Assistant	4	204	63M	13.68	18.93	63M	13.95	19.31
003475	Student Services Asst Senior	6	206	66L	14.80	19.95	66L	15.10	20.35
008596	Student Worker Clerical	6	206	54K	11.22	14.00	54K	11.44	14.28
008597	Student Worker Custodial/Maint	3	203	42J	8.78	10.81	42J	8.96	11.03
008598	Student Worker Para Prof	7	207	53H	11.17	13.13	53H	11.39	13.39
008599	Student Worker Para Prof Sr	7	207	57I	12.16	14.87	57I	12.40	15.17
002963	Supported Employment Worker	3A	203	20I	7.25	12.12	20I	7.40	12.36
001021	Theatre Technician	7	207	66L	15.35	20.93	66L	15.66	21.35
003669	Traffic Mgmt Sys Integrator	7	207	68M	16.19	22.79	68M	16.51	23.25
003395	Traffic Mgmt Sys Integrator Sr	7	207	71M	17.58	24.63	71M	17.93	25.12
000729	Traffic Recorder	6	206	56L	11.67	15.18	56L	11.90	15.48
000353	Transp Aide	7	207	56M	11.90	16.19	56M	12.14	16.51
003684	Transp Associate	TSS	202	64B	14.42	14.87	64B	14.71	15.17
003685	Transp Generalist	TSS	202	67I	15.42	19.40	67I	15.73	19.79
003676	Transp Generalist Senior	TSS	207	69J	16.64	21.55	69J	16.97	21.98
003727	Transp Photogrammetric Tech Sp	7	207	72M	18.12	25.28	72M	18.48	25.79
003183	Transp Sign Fabricator	2	202	86F	16.34	18.84	86F	16.67	19.22
003677	Transp Specialist	TSS	207	71L	17.58	24.02	71L	17.93	24.50
002669	Typesetter	6	206	61L	13.08	17.33	61L	13.34	17.68
000745	Upholsterer	2	202	90F	18.34	21.15	90F	18.71	21.57
002616	Veterans Home Program Asst	4	204	63M	13.68	18.93	63M	13.95	19.31

CLASSES AND SALARIES FOR JULY 1, 2005 THROUGH JUNE 30, 2007

				7/1/2005 - 6/30/2006			7/1/2006 - 6/30/2007		
JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
002233	Vocational Finance Specialist	7	207	69N	16.64	24.02	69N	16.97	24.50
002536	Vocational Rehab Technician Sr	6	206	66L	14.80	19.95	66L	15.10	20.35
000323	Warehouse Examiner	7	207	64M	14.42	20.37	64M	14.71	20.78
002703	Warehouse Examiner Senior	7	207	67M	15.75	22.13	67M	16.07	22.57
001925	Water Treatment Plant Operator	2	202	88F	17.27	19.95	88F	17.62	20.35
000759	Weights & Measures Invst 1	7	207	68M	16.19	22.79	68M	16.51	23.25
001863	Weights & Measures Invst 1 Hvy	7	207	69M	16.64	23.41	69M	16.97	23.88
000760	Weights & Measures Invst 2	7	207	71N	17.58	25.28	71N	17.93	25.79
000761	Welder	2	202	90F	18.34	21.15	90F	18.71	21.57
002567	Work Therapy Asst	4	204	63M	13.68	18.93	63M	13.95	19.31
002568	Work Therapy Program Coord	4	204	65M	14.37	19.95	65M	14.66	20.35
002566	Work Therapy Technician	4	204	60M	12.77	17.33	60M	13.03	17.68
003662	Zoo Farm Keeper	7	207	65M	14.87	20.93	65M	15.17	21.35
001695	Zoo Keeper	7	207	65M	14.87	20.93	65M	15.17	21.35
003001	Zoo Lead Laborer	2	202	90F	18.34	21.15	90F	18.71	21.57
003576	Zoo Life Support Operator	2	202	90F	18.34	21.15	90F	18.71	21.57

APPENDIX F - PAY DIFFERENTIALS

Section 1. Payment of Intermittent Equipment Operations Differential. Employees earning less than the top rate of pay for Heavy Equipment Operator (full-time) and certified by the Appointing Authority to operate the equipment shall receive the differential pay for a full one-half (1/2) shift when they perform the work duties or operate the equipment for at least one (1) hour during that one-half (1/2) shift.

Payment of the intermittent equipment operation differentials shall not apply to any loading equipment when a truck operator, on an occasional basis, loads his/her own truck with ice control material from a stockpile during ice control operations.

When new equipment is put into use, the differential rate for the new equipment shall be established by the Employer based on comparability to equipment currently in Equipment Pay Classifications I through IV.

Section 2. Intermittent Equipment Operations Differentials.

A. **Equipment Pay Classification 1 ($0.55 per hour)**.

Compactor
Tandem trucks (in excess of 40,000 GVWR)

B. **Equipment Pay Classification 2 ($0.95 per hour)**.

Fork-lifts (over 15 tons)
Four wheel drive loader (non-front wheel assist)
Gyro-Trac
Hydro-hammer
Muskeg brush cutter
Posi-Track (with loader, brush cutter or dozer blade)
Power actuated auger (over 6 inches)
Power or motor grader (less than 70 hp)
Self-propelled rollers (3.5 to 7 tons operating weight)
Skidder
Slope mower (boom operated)
Steam boiler (requires second class "B" Steam engineers license)
Ten ton all wheel drive truck
Track-type tractor (with power takeoff of 30 to 50 horsepower)
Tree mover (44" or greater)
Vacuum Truck Helper

C. **Equipment Pay Classification 3 ($1.25 per hour)**.

Backhoe 30 horsepower or greater
Diesel locomotive
Distributor (1,000 gallon capacity or greater used in applying oils, asphalts, tars)
Drill rig, heavy duty
Electric Passenger Trolley (16 ton)
Full Circle Excavator
Motor Grader (70 H.P. or greater-routine operations)
Pickup-type road sweeper (includes unimog sweeper)
Self-propelled rollers (7 tons and over)
Semi-Tractor Trailer Combination (in excess of 40,000 GVWR)
Snow Blower, Two Stage (Sno Go)

Snow grooming machine with hydraulic takeoff
Snow Thrower, Single Stage (Root, Unimog or Schmidt)
Tandem clam truck (log loader)
Track-type tractor (with power takeoff of 50 horsepower or greater)
Vacuum Jet Rodder Operator

D. **Equipment Pay Classification 4 ($1.50 per hour)**.

Aquatic Weed Cutter (Diesel Power)
Dragline
Hydraulic hoe
Power or motor grader (finish blade)

Section 3. Department of Human Services. Employees in the class Delivery Van Driver who engage in the over-the-road driving of a heavy truck (at least 2 ton) shall receive a differential of twenty-five cents (25¢) per hour when operating such a vehicle.

APPENDIX G

The following is an alphabetical listing of seniority units for which AFSCME, Council 5, AFL-CIO has exclusive bargaining rights at the time this Agreement was signed.

Accountancy, Board of
Administration, Department of
Administrative Hearings, Office of
Agriculture, Department of
Amateur Sports Commission
Animal Health, Board of
Architecture, Engineering, Land Surveying, and Landscape Architecture, Board of
Arts Board, Minnesota State
Asian Pacific Minnesotans Council
Attorney General, Office of
Auditor, Office of the State
Barber Examiners, Board of
Black Minnesotans, Council on
Campaign Finance and Public Disclosure Board
Capital Area Architectural and Planning Board
Chicano/Latino Affairs Council
Chiropractic Examiners, Board of
Commerce, Department of
Corrections, Department of - Central Office and Community Services
Corrections, Department of - Minnesota Correctional Facility, Faribault
Corrections, Department of - Minnesota Correctional Facility, Lino Lakes
Corrections, Department of - Minnesota Correctional Facility, Oak Park Heights
Corrections, Department of - Minnesota Correctional Facility, Red Wing
Corrections, Department of - Minnesota Correctional Facility, Rush City
Corrections, Department of - Minnesota Correctional Facility, Shakopee
Corrections, Department of - Minnesota Correctional Facility, St. Cloud
Corrections, Department of - Minnesota Correctional Facility, Stillwater
Corrections, Department of - Minnesota Correctional Facility, Willow River/Moose Lake
Corrections, Department of - Thistledew Camp
Dentistry, Board of
Disabilities, Council on
Education, Department of
Emergency Medical Services Regulatory Board
Employee Relations, Department of
Employment and Economic Development, Department of
Enterprise Technology, Office of
Explore Minnesota Tourism
Finance, Department of
Gambling Control Board
Health, Department of
Higher Education Facilities Authority, Minnesota
Housing Finance Agency, Minnesota
Human Rights, Department of
Human Services, Department of - all employees excluding those employed at facilities
Human Services, Department of - Ah-Gwah-Ching Center
Human Services, Department of - Anoka-Metro Regional Treatment Center
Human Services, Department of - Brainerd Regional Human Services Center and SOCS
Human Services, Department of - Cambridge Regional Human Services Center
Human Services, Department of - EMSOCS
Human Services, Department of - Fergus Falls Regional Treatment Center and SOCS

Human Services, Department of - METO/EMCSS
Human Services, Department of - Moose Lake Regional State Operated Services, including Minnesota Sexual Psychopathic Personality Treatment Center
Human Services, Department of - St. Peter Regional Treatment Center
Human Services, Department of - Willmar Regional Treatment Center and SOCS
Indian Affairs Council
Investment, Board of
Iron Range Resources
Labor and Industry, Department of
Marriage and Family Therapy, Board of
Medical Practice, Board of
Military Affairs, Department of
Minnesota Office of Higher Education
Minnesota State Academies (However, Articles 4, 12 and 15 shall apply to Unit 4 employees, excluding the classification LPN, only in the Academy in which they are employed.)
MnSCU - Alexandria Technical College
MnSCU - Anoka Technical College
MnSCU - Anoka-Ramsey Community College (Coon Rapids/Cambridge Campuses)
MnSCU - Bemidji State University
MnSCU - Central Lakes College
MnSCU - Century Community and Technical College
MnSCU - Chancellor, Office of the
MnSCU - Dakota County Technical College
MnSCU - Fond du Lac Tribal and Community College
MnSCU - Hennepin Technical College (Brooklyn Park, Eden Prairie, Hopkins, Plymouth)
MnSCU - Hibbing Community College, A Technical and Community College (including Palucci Space Theatre)
MnSCU - Inver Hills Community College
MnSCU - Itasca Community College
MnSCU - Lake Superior College
MnSCU - Mesabi Range Community and Technical College
MnSCU - Metropolitan State University (Midway, Minneapolis, and St. Paul)
MnSCU - Minneapolis Community and Technical College
MnSCU - Minnesota State College - Southeast Technical Red Wing
MnSCU - Minnesota State College - Southeast Technical Winona
MnSCU – Minnesota State Community and Technical College – Detroit Lakes
MnSCU – Minnesota State Community and Technical College – Fergus Falls
MnSCU – Minnesota State Community and Technical College – Moorhead
MnSCU – Minnesota State Community and Technical College – Wadena (including Perham Administrative Office)
MnSCU - Minnesota State University - Mankato
MnSCU - Minnesota State University - Moorhead
MnSCU - Minnesota West College - Canby (including Marshall)
MnSCU - Minnesota West College - Granite Falls
MnSCU - Minnesota West College - Jackson
MnSCU - Minnesota West College - Pipestone
MnSCU - Minnesota West College - Worthington
MnSCU - Normandale Community College
MnSCU - North Hennepin Community College
MnSCU - Northland Community and Technical College – East Grand Forks
MnSCU – Northland Community and Technical College – Thief River Falls
MnSCU - Northwest Technical College (Bemidji)
MnSCU - Pine Technical College
MnSCU - Rainy River Community College
MnSCU - Ridgewater College - Hutchinson
MnSCU - Ridgewater College - Willmar

MnSCU - Riverland Community College, A Technical and Community 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)
MnSCU - Rochester Community and Technical College
MnSCU - St. Cloud State University
MnSCU - St. Cloud Technical College
MnSCU - St. Paul College – A Community and Technical College
MnSCU - South Central College - Faribault campus (including Faribault Correctional Facility)
MnSCU - South Central College - North Mankato/Mankato
MnSCU - Southwest Minnesota State University
MnSCU - Vermilion Community College
MnSCU - Winona State University
Natural Resources, Department of
Nursing, Board of
Nursing Home Administrators, Board of
Ombudsman for Corrections
Ombudsman for Mental Health and Mental Retardation
Optometry, Board of
Peace Officers Standard and Training Board
Perpich Center for Arts Education
Pharmacy, Board of
Physical Therapy, State Board of
Pollution Control Agency, Minnesota
Psychology, Board of
Public Employees Retirement Association
Public Safety, Department of (including Private Detective Board)
Public Utilities Commission
Racing Commission
Revenue, Department of (including Board of Assessors)
School Administrators, Board of
Secretary of State, Office of the
Sentencing Guidelines Commission, Minnesota
Social Work Board
State Lottery
State Retirement System, Minnesota
Tax Court, Minnesota
Teaching, Board of
Teacher's Retirement Association, Minnesota
Transportation, Department of - District 1
Transportation, Department of - District 2
Transportation, Department of - District 3
Transportation, Department of - District 4
Transportation, Department of - Metro District and Central Office
Transportation, Department of - District 6
Transportation, Department of - District 7
Transportation, Department of - District 8
Veterans Affairs, Department of
Veterans' Home - Fergus Falls
Veterans' Home - Hastings
Veterans' Home - Luverne
Veterans; Home - Minneapolis and Board
Veterans' Home - Silver Bay
Veterinary Medicine, Board of
Workers' Compensation Court of Appeals
Zoological Gardens, Minnesota

APPENDIX H - CLASS OPTIONS

A "class option" is defined as an area of specialization which may require special licensure, certification or registration, and for which separate minimum qualifications are used in making appointments to a position in the class.

The following are class options in existence as of July 1, 2005. The Employer reserves the right to eliminate and/or modify these options and to create new options during the life of this Agreement. The Employer shall notify the Union in writing when a class option is created or eliminated. Upon request, the Employer will meet and discuss new class options with the Union.

Architectural Drafting Technician 2	Computer Aided Design
Architectural Drafting Technician 3	HVAC/Environmental Systems
Auto Parts Technician	Commercial Drivers License
Behavior Modification Assistant	Crisis Intervention
Building Utilities Mechanic	Electrician License Plumber License Steam Engineer License
Carpenter	Institution Community Work Crew
Chemical Dependency Counselor Senior	Perpich Center
Child Care Center Assistant	Infant/Toddler
College Laboratory Assistant 1	Accounting Audio Recording Auto Body Automated Control Technology Automotive Technician Aviation Education Biological Sciences Broadcasting Building Care Building Construction Cabinet Making Carpentry Chemistry/Chemical Child Care Chiropractic Commercial Art Computer Applications Computer Repair Computer Science Cosmetology Dental Disability/Special Needs Drafting Electrical Electrical Maintenance Electronics

	Emergency Medical Services Engineering Firefighting Florist Food Preparation/Culinary Arts Food Service Foreign Language Gas Utility Technology General Graphic Arts Hearing/Vision Impaired Heat, Ventilation, Air Conditioning and Refrigeration Heavy Equipment Horticulture Interior Design Language Arts Laundry Legal Support Machinist Maintenance Mechanic Marine/Motor Sports Equipment Masonry Massage Therapy Math Meat Processing Medical Coding Medical Laboratory Multi Media Musical String Instrument Repair Music/Computer Programs Natural Resources Natural Sciences Nursing Sciences Occupational Therapy Assistant Pharmacy Tech Photo Processing Lab Physical Education Physical Therapy Assistant Physics Plastics Plumbing Piano Printing Radiologic Technician Security Studio Arts Study Skills Surgical Technology Theater Arts Truck Driving Veterinary Technology Welding Program
College Laboratory Assistant 2	Accounting Auto Body Automotive Technician

	Baking Biological Sciences Building Care Building Construction Cabinet Making Carpentry Chemistry/Chemical Computer Applications Computer Science Cosmetology Criminal Justice & Law Enforcement Center Dental Disability/Special Needs Drafting Electronics Emergency Medical Services Firefighting Foreign Language Food Preparation/Culinary Arts Graphic Arts Heavy Duty Truck Horticulture Journalism Language Arts Machinist Math Meat Processing Medical Assistant Medical Coding Music/Computer Programs Natural Sciences Nursing Sciences Occupational Therapy Assistant Optical Technology Pharmacy Technician Photo Processing Physical Education Physical Therapy Assistant Physics Piano Psychology Respiratory Care Spanish Studio Arts Study Skills Truck Driving Veterinary Technology Welding Program
Consumer Aide Senior	Health
Corrections Manufacturing Specialist - Light Manufacturing	License Plates Mattress Making
Corrections Manufacturing Specialist - Mechanical	Industrial Painting Metal Fabrication

Corrections Manufacturing Specialist - Transportation and Warehouse	License Plates Transportation Warehouse
Corrections Teaching Assistant	Adult Basic Education AIDS/STD Challenge Trek Guide Child/Family Policy GED Chief Examiner Horticulture Juvenile Basic Education Masonry
EDP Help Desk Specialist	Public Safety Unisys/Mapper System
EDP Operations Technical Specialist	Documentation Graphic Arts
EDP Operations Technician 1	Computer Operation Production Control/Staging
EDP Operations Technician 2	Computer Operations Documentation Minicomputer Production Control/Staging
EDP Operations Technician 3	Computer Operations Documentation Production Control/Staging Records/Tape Librarian Resource Library
Electronic Technician	Computer Systems Specialist
Electronic Technician, Senior	Computer Systems Specialist
Engineering Aide	Cartographics
Engineering Aide Intermediate	Cartographics Hydrographics
Engineering Aide, Senior	Dam Safety General Hydrographics Lab Assistant
Exhibit Specialist	Iron Range
General Maintenance Worker Lead	Recycling
General Repair Worker	Locksmith Vending Machine

Graphic Arts Specialist	Lithographer Computer Graphics
Grounds and Roads Maintenance Coordinator	Cemetery
Heavy Equipment Mechanic	Welding
Heavy Equipment Operator	Diamond Drill Operator
Hospital Services Assistant	Medication Administration
Human Services Technician	Deaf/Hard of Hearing Recreation Therapy Certified Nursing Assistant Foster Parent Signing Skills
Law Compliance Representative 2	Barber Dairy Trade Investigation Racing State Patrol
Library Technician	Braille
Licensed Practical Nurse 2	Veterans Home Programs
Mental Health Program Assistant	Mental Health Rehabilitation Worker
Parks Worker	Grand Portage
Photographer	Archival Services Photo Processing
Plant Industry Inspector 1	Apiary Barberry Control Seed Potato
Plant Industry Inspector 2	Seed Potato
Plant Maintenance Engineer	Special License
Pollution Control Technician	Radiation Unit
Refrigeration Mechanic	Corrections
Security Guard	Arts School
Service Worker	Clerical Custodial Food Service Groundskeeper Laundry Patient Care Stock/Mail Clerk

State Programs Administrative Technical Specialist	Emergency Management Energy Technical Environmental Equipment Health Licensing Management Information Systems Metrology Laboratory Research Security/Telecommunications Telecommunication Workers' Compensation
Theatre Technician	Costume
Zookeeper	Aquarium Marine Mammals

APPENDIX I

The following are Junior/Senior Plans in existence as of July 1, 2001. The Employer reserves the right to eliminate and/or modify these plans and to create new plans during the life of this Agreement.

Class Title	DOC	DHS	Farib. Acad.	DOT	Vets
Chem. Dep. Counselor - Sr.		X			
CO 1 - CO 2	X				
LPN 1 - LPN 2		X	X		X

APPENDIX J - PROHIBITION OF SEXUAL HARASSMENT

It is agreed by the Employer and the Union that all employees have a right to a workplace free of verbal and/or physical sexual harassment. "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;

2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or

3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment.

The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to Union participation at the request of the complaining employee and that each Appointing Authority/designee shall inform a complaining party of this right. Further, the Employer and Union agree that agency complaint procedures covering sexual harassment are modified to include these additional requirements:

1. When a complaint of sexual harassment is initiated, a notice of a complaint in progress will be sent by the Appointing Authority/designee to the Union. If in filing a complaint an employee states that she/he is unable to function in the worksite from which the complaint arose, the Appointing Authority/designee shall conduct a preliminary investigation within two (2) working days. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority/designee shall take intervening action to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.

2. Within thirty (30) calendar days, the Appointing Authority/designee shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has requested the Union's involvement in the complaint, the Union's representative as well as the complainant shall be provided a written summary of the findings and resolution. The Union and Employer agree that all hearings and records shall be private and that reprisal against an aggrieved employee or a witness is prohibited.

3. If the Appointing Authority fails to respond or fails to resolve the matter to the satisfaction of the appealing party, then the complaint may be referred to the Equal Opportunity Division of the Department of Employee Relations for review within twenty-one (21) calendar days of the response or lack of response by the Appointing Authority. The Equal Opportunity Division shall confer within ten (10) working days with the Appointing Authority/designee involved in an attempt to resolve the complaint.

Any complaint which is not resolved by this procedure is not subject to the provisions of Article 17 of the Master Agreement between the Union and the Employer. Such unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within one (1) year of the occurrence of the alleged harassment.

APPENDIX K - APPOINTING AUTHORITY/DESIGNEE'S DUTY TO FURNISH INFORMATION TO EXCLUSIVE REPRESENTATIVES REGARDING CONTRACT GRIEVANCES

I. Purpose

To provide guidelines for State agencies regarding release of information requested by exclusive representatives as part of the grievance process so that Appointing Authorities/designees can determine what information to release and when to release it.

II. Policy

Under the Public Employment Labor Relations Act (PELRA), exclusive representatives have rights to information which is relevant to enforcement of the collective bargaining agreement and is necessary for them to make informed decisions about processing grievances. Consequently, subject to these guidelines, Appointing Authorities/designees must furnish to the exclusive representatives requested information that is necessary for the exclusive representatives to fulfill their duty of representation. Disclosure of such information must be consistent with the Minnesota Government Data Practices Act, the Minnesota Vulnerable Adults Act and any other applicable state or federal statute.

III. What Information Should Be Disclosed To The Exclusive Representatives

A. An Appointing Authority/designee has no duty to supply exclusive representatives with information absent a request from the exclusive representative.

B. Non-public information that is requested must be relevant to the exclusive representative's role in representing employees in the bargaining unit. Information is relevant if it appears to be "reasonably necessary" for the exclusive representative to perform its duty to investigate and process grievances or to fulfill its collective bargaining objectives. Unless the disclosure of data is prohibited by statute (e.g., Vulnerable Adults Act, Data Practices Act) or plainly appears irrelevant, the information must be disclosed to the exclusive representative, if so requested. If the Appointing Authority/designee withholds information on the basis of a provision of the Data Practices Act, the Appointing Authority/designee is required to explain, orally and in writing, the statutory basis for the refusal to provide such information.

   It should be noted that exclusive representatives have the same right to obtain "public" data as any other party. This right exists even if the data requested appears irrelevant to a grievance at hand or some other business of the exclusive representative.

C. Information must be released to the exclusive representative in a useful and timely fashion. This does not mean that the Appointing Authority/designee must necessarily provide the information in the form requested by the exclusive representative. However, under the Data Practices Act, the Appointing Authority/designee is required, upon request, to explain the meaning of the data that is being provided.

D. If the Appointing Authority/designee believes that collecting or compiling requested information is unduly burdensome, or that the exclusive representative's request for information is too broad or vague, the Appointing Authority/designee must raise this problem with the exclusive representative promptly. In this situation, the Appointing Authority/designee must attempt to work out acceptable arrangements with the exclusive representative so that the release of the information can accommodate the needs of both parties. In short, an Appointing Authority/designee cannot refuse to release information simply due to administrative hardships or solely because the request is not specific enough.

Unless there are specific contract provisions to the contrary, the Appointing Authority can require that the exclusive representative pay the actual costs of gathering the information and making and compiling the copies.

IV. **Information That May Be Protected**

Certain information under the Data Practices Act is considered "private" information. This means that only the individual upon whom the information is based has access to the data, unless the individual consents to the release of the data. Therefore, if an exclusive representative requests "private" data on an individual, such information cannot be released until the exclusive representative presents to the Appointing Authority/designee a proper and appropriate consent form from the involved individual permitting the Appointing Authority/designee to release the information to the exclusive representative. If such a consent is obtained and the information is relevant, the data must be released to the exclusive representative.

Also, under the Vulnerable Adults Act, certain types of information, such as data on residents, clients, patients, and names of individuals reporting resident abuse to the DHS licensing agency under that specific section of the statute, are "private" and may not be released to the exclusive representative unless the exclusive representative presents the Appointing Authority/designee an informed consent from the involved individual or guardian.

If the exclusive representative requests information that is "confidential" under the Data Practices Act, the request must be denied. For example, during the period when the Appointing Authority/designee is in the process of conducting an investigation regarding employee misconduct, witness statements, interview notes, and formal investigatory reports are considered "civil investigative data." Such data is classified as "confidential" under the Data Practices Act. Therefore, the Appointing Authority/designee may not release any of this kind of data to the exclusive representative. However, once the investigation has been completed and disciplinary action has been taken, witness statements, interview notes, and formal investigatory reports are releasable to the exclusive representative upon request.

V. **Fear Of Retaliation Against Management's Witness**

At times, the Appointing Authority/designee may have reason to believe that releasing the names of witnesses or their statements to the exclusive representative may subject witnesses to harassment. However, in general, a mere belief that witnesses may be subjected to harassment should not preclude releasing the names. Rather, there must be evidence that the witnesses are being or would be subjected to harassment if the exclusive representative were aware of the names. It is anticipated that this type of situation would occur rarely. However, if it does occur, then the Labor Relations Bureau should be notified so that appropriate arrangements can be made to safeguard the witnesses. The names will eventually be released to the exclusive representative with witness statements or summaries thereof, but under controlled conditions.

VI. **"When" The Requested Information Should Be Released To The Exclusive Representative**

Generally, an exclusive representative should not be given data or information prior to a formal grievance being filed. However, if the Appointing Authority/designee believes that disclosing certain information to the exclusive representative could resolve a dispute thereby preventing the filing of an official grievance, the Appointing Authority/designee may decide to disclose such information. Thus, "pre-grievance" disclosure is optional with the Appointing Authority/designee, consistent with all of the above guidelines.

The Labor Relations Bureau encourages Appointing Authorities to cooperate in the release of information at an early stage in the grievance process. Often grievances can be resolved at these earlier steps if the exclusive representative has access to information upon which to base a decision as to whether or not to proceed with the grievance. Accordingly, if an exclusive representative requests relevant information at the first or second step of the grievance procedure, generally the information should be released unless the issue has not yet crystallized to the point where the Appointing Authority can determine whether or not the requested information, if non-public, is relevant. However, before disclosing such information, line supervisors and managers should be aware of the implication such information will have on the impact the final outcome of the grievance.

If the information has not been released at an earlier stage and an exclusive representative requests information at the third step of the grievance procedure, the Appointing Authority/designee must release the information, under the standards discussed in this policy, to the exclusive representative. The Appointing Authority/designee should consider meeting with the exclusive representative prior to the actual third step meeting to disclose as well as explain the information in a single setting. A third step meeting would then be held at a later time. Another option is to begin the third step meeting by providing the information to the exclusive representative, explaining it as necessary, and then proceeding with the meeting.

VII. **Exceptions**

Each request for information should be reviewed on a case-by-case basis. The specific facts of any particular situation will determine the appropriate action. If the Appointing Authority/designee has any questions as to what information should be released and/or when it should be released, the Labor Relations Bureau should be contacted.

APPENDIX L - POLICY ON VDT ERGONOMICS

Prepared Jointly by AFSCME, Council 5 and the
Department of Employee Relations Through
A Joint Labor-Management Committee

Purpose and Scope. This policy is intended to provide guidelines to state agencies and employees addressing ergonomic considerations associated with the operation of Video Display Terminals (VDTs).

Specifically, this policy provides agencies with options they should explore to enhance the general working conditions of those employees who operate a VDT and encourages discussion with employees who will be operating new VDT hardware and/or software being purchased.

This policy is not subject to the grievance and arbitration provisions contained in Article 17 of this Agreement.

Policy. It is the policy of the State Executive Branch to provide employees who work with VDT's on a continuing and substantial basis with a consistent reference in regard to recognized workplace hazards and work station comfort which would enable state employees to perform productively.

Policy Guidelines

A. **Illumination**: Effective illumination in the space housing VDTs/CRTs (Cathode Ray Tube) is an important part of insuring health and user comfort. Lighting levels for VDT/CRT work should be substantially lower than for tasks using printed materials or in traditional office work. Illumination is measured in units called lux, or footcandles. While the lighting in offices is usually 750 lux (75 footcandles) and higher, the lighting level where VDTs are used should be in a lower range (200-500 lux or 20-50 footcandles).

   Lower lighting can be accomplished by simply removing bulbs or reaching an agreement with the building lessor to make arrangements for more suitable lighting conditions. Task lighting may be necessary in areas where illumination levels are particularly low. The Safety and Workers' Compensation Director's Office or your Department Safety Officer are able to provide assistance in determining appropriate lighting levels.

B. **Control of Glare and Reflection**: Glare and reflection are primary problems for employees who operate VDT/CRTs. As a result of these problems, operators may incur eye discomfort or eye strain. A number of corrective actions should be taken to alleviate these problems including the use of indirect lighting, covering windows with blinds, repositioning work stations so that operators are not facing windows or bright lights, and use of hoods around screens. As a general rule, screens should not be placed with a window directly in front or behind the terminal and the screen should be positioned at a 90 degree angle to windows. Managers should review VDT/CRT work areas and act to correct glare and reflection problems.

C. **Work Station Design**: Many musculoskeletal problems of fatigue and stress which may arise through VDT/CRT use can be reduced through proper work station design. Agencies should consider suggested ergonomic recommendations when purchasing equipment, redesigning work areas, and when employees express concerns. It is the policy of the employer to select equipment which meets industry standards in regard to character height and width, character spacing, word and line spacing, and character format. Aspects which should be considered in work station design include screen placement and color; keyboard, chair, and table height; and use of related equipment to reduce strain and maximize the comfort of the work station. Examples of such considerations include:

- Adjustable platforms for terminals and keyboards. An operator's arms should be parallel to the floor when keying.

- Proper distance between the eyes and the screen (suggested between 18 and 30 inches) and use of screens which are capable of tilting backwards to provide a comfortable viewing angle.

- Keyboards that are detachable or separate from the terminal so that their placement for height and angle can be adjusted by the operator. Other keyboard factors may include size and weight of the keyboard and the keytouch.

- Use of wrist supports. There are different kinds of equipment available for supporting wrists during keying including padded wristrests or chairs with wrist support arms.

- Use of footrests if necessary to have the operators feet resting flat on the floor.

- Color of screens seems to be a matter of personal preference, although some research has shown that red and blue should be avoided. Most screens in use today are called negative polarity, or light characters against a dark background. Some people appear to prefer positive polarity, or dark characters on a light background because they feel it aids in focusing, requires less adaptation by the viewer, and decreases glare and reflections on the screen.

- Use of document holders to keep printed materials at the same height, plain and angle as the screen, thus eliminating excessive twisting and bending movements of the neck, as well as minimizing constant eye refocusing.

Assigning employees to specific work stations, as much as possible, is advisable to prevent the need for frequent readjustments. Your Department Safety Officer or the Safety and Workers' Compensation Director's Office may be called upon for assistance in designing work stations.

D. **Office Environment/Design**: Extraneous factors such as noise, humidity, and heat produced by the VDT/CRT can add to operator discomfort and stress. Locating work stations away from heat and cooling vents provides for increased operator comfort. Printers are often a major source of excessive noise for VDT work. Decreased noise levels can be obtained by installing acoustic pads and covers for printers or by locating printers in another room or at a distance from workers.

E. **Maintenance of Equipment**: Regular inspection of terminals and work station equipment should be conducted by the operator as part of his/her regular duties. Frequent inspections of the display screen controls should be conducted to ensure they are operating correctly, as well as chair adjustments. Screens should also be dusted regularly to provide maximum visual clarity. The manager or supervisor should periodically monitor this activity to ensure that operators are carrying out their responsibilities. In the event that service is necessary, the vendor should be contacted.

F. **VDT Work Routine Interruptions**: Employees should periodically be given the opportunity to work on alternate tasks, enabling the operator to flex other parts of their body and adjust vision to different site conditions. Alternate tasks are particularly important when the operator spends a large amount of uninterrupted time at the terminal. Incorporating non-VDT tasks into the job whenever possible is helpful in relieving the monotony that can be caused by performance of repetitive tasks and can give the employee the opportunity to build additional job skills. In addition to the above recommendations, the collective bargaining agreement between the State of Minnesota and AFSCME, Council No. 5, provides for alternative work assignments or a rest period during each four hour period, in addition to the regular rest periods (Article 11, Section 3E).

APPENDIX M - STATUTORY LEAVES

Following are the citations for leaves designated by the Legislature. These leaves are subject to change or repeal. These leaves are not grievable or arbitrable under Article 17 of this contract.

3.088	Leave of Absence to Serve as a Legislator or For Election to a Full-time City or County Office
15.62	Athletic Leave of Absence
43A.185	Disaster Volunteer Leave
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave
181.945	Bone Marrow Donation Leave
181.946	Leave for Civil Air Patrol Service
192.26, 192.261	Military Service Leave
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions
202A.19	Precinct Caucus Leave
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative

APPENDIX N

The following "Statewide Policy on FMLA" and "Frequently Asked Questions" are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

10/00

STATEWIDE POLICY ON FMLA

Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA).

Policy

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 1995.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER" 825.116

This encompasses both physical and psychological care which include situations where:

1) Because of a serious health condition, the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.

2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.

3) The employee may be needed to fill in for others who are caring for the family members, or to make arrangements for changes in care, such as transfer to a nursing home.

"HEALTH CARE PROVIDER" 825.118

a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.

b) Others capable of providing health care services including only:

- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.

- Nurse practitioners and nurse-midwives who are authorized to practice under State law.

- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

- Clinical Social Worker.

- Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.113

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

"IN LOCO PARENTIS" 825.113

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

"PARENT" 825.113

A biological parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

"PHYSICAL OR MENTAL DISABILITY" 825.113

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

"SERIOUS HEALTH CONDITION" 825.114

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

B. **Continuing treatment** by a health care provider that involves:

1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three consecutive calendar days; and**

2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

(a) **Treatment two or more times** by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; **or**

(b) **One treatment session** by a physician which results in a regimen of continuing treatment by a health care provider, or at least under the supervision of the health care provider; or

C. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or

D. **Chronic serious health condition.** Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition. This absence qualifies for FMLA leave even though the employee or immediate family member does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days.

Chronic serious health condition is defined as one which:

(a) Requires periodic visits for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and

(b) Continues over an extended period of time; and

(c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or

E. **Permanent or long term condition** for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease; or

F. **Multiple treatments** by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Specific Exclusions. Routine physical, eye, or dental examinations, cosmetic treatments, cold, flu, and earaches are excluded.

Specific Inclusions. The following conditions are included in the definition of serious health condition:

A. Mental illness resulting from stress or allergies; and

B. Substance abuse if the conditions of the FMLA rules are met. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for FMLA leave.

"SON" OR "DAUGHTER" 825.113

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability.

"SPOUSE" 825.113

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

"UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.115

Where the health care provider finds that the employee is unable to work at all or is unable to perform any of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act.

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least one year; and

2. The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff.

B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee’s child, and to care for such child.

2. For the placement with an employee of a child for adoption or foster care.

3. To care for the employee's seriously ill spouse, son or daughter, or parent.

4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee’s job.

Circumstances may require that leave for the birth of a child, or for placement for adoption or foster care, be taken prior to actual birth or placement.

C. Medical Certification

1. Where FMLA qualifying leave is foreseeable and 30 days notice has been provided, an employee must provide a medical certification before leave begins.

2. Where FMLA qualifying leave is not foreseeable, an employee must provide notice to the Employer of the need for leave as soon as practicable (1 or 2 working days is expected except in extraordinary circumstances). The employee must then provide medical certification within a reasonable timeframe established by the Employer.

3. An Appointing Authority may require medical certification to support a FMLA qualifying leave request either to care for an employee's seriously ill family member, or for leave due to a serious health condition that makes the employee unable to perform the functions of his or her job.

4. The Appointing Authority may require a fitness for duty report upon the employees return.

D. Designating Leave

1. An employer may make a preliminary designation of leave as FMLA qualifying if medical certification was not provided prior to the beginning of leave, or if the employer is waiting for a second or third medical opinion.

2. Where an employer has knowledge that an employee's leave qualifies as FMLA leave and does not designate the leave as such, the employer may not designate leave retroactively as FMLA leave unless:

   i. The employee has been out of work and the employer **does not learn of the reason for the leave** until after the employee returns (in which case the employer must designate the leave upon the employee's return to work); or

   ii. The employer has **provisionally** designated leave as FMLA leave and awaits receipt of a medical certification or other reasonable documentation.

   If the employee gives notice of the reason of the leave later than two days after returning to work, the employee is not entitled to the protections of the FMLA.

II. Coordination With Collective Bargaining Agreements/Plans

A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., disability leave or personal leave, dependent on which leave is appropriate.

B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements. The employer shall only require an employee to use vacation in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. **All paid leave time counts toward the twelve (12) weeks of FMLA qualifying leave.** However, any absences which are paid from the employee's accrued compensatory time account shall not be counted against the employee's FMLA leave entitlement.

III. Job Benefits and Protection

A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

B. An eligible employee returning from a FMLA qualifying leave is entitled to be restored to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.

C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

IV. General Provisions

A. Recordkeeping

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.

2. The records must disclose the following:

(a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.

(b) Dates FMLA qualifying leave is taken.

(c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.

(d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.

(e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.

(f) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.

(g) Records and documents relating to medical certifications or medical histories of employees or employees' family members, shall be maintained in separate confidential files.

(h) Premium payments for employee benefits.

B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees would normally expect to find official notices.

2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.

3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave.

C. Employer’s Response to the Employee’s Request for FMLA Leave

When an employee requests FMLA qualifying leave, the employer must provide the employee with the following:

1. Notice describing the employee’s obligations and explaining the consequences of a failure to meet the obligations.

2. The leave will be counted against the employee’s twelve weeks of FMLA leave.

3. Medical certification requirements.

4. Employee's right to use paid leave and whether the employer requires the substitution of paid leaves.

5. Requirements concerning payment of health insurance premiums.

6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work for at least thirty (30) calendar days after taking the leave.

7. Requirements for a fitness-for-duty certificate for the employee to be restored to employment.

8. The employee's rights to restoration to the same or an equivalent job upon return from FMLA leave.

D. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

1. Internal

   a.) Contact your Human Resources office, or;

   b.) Contact your Labor Union/Association.

2. External

   a.) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.

      (1.) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories.

      (2.) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.

      (3.) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

      or;

   b.) File a private lawsuit pursuant to section 107 of the FMLA.

FREQUENTLY ASKED QUESTIONS

1. *Which employees are eligible for an FMLA qualifying leave?*

   An "eligible employee" is a State employee who:

   a) Has been employed by the State for at least 12 months, and
   b) Has worked and been compensated for at least 1,250 hours during the 12-month period immediately preceding the leave (this does not include vacation, sick leave, other paid leave, or compensatory time—this does include overtime worked).

2. *Are only permanent employees eligible for FMLA qualifying leave?*

   No, non-permanent employees are eligible if they meet the requirements stated under question number one above. If employees are not in insurance eligible status, they are only eligible for unpaid time off and not the insurance benefits.

3. *Under what circumstances are employees eligible to take a FMLA qualifying leave?*

   a) For birth of the employee's child, and to care for the newborn child;
   b) For placement with the employee of a child for adoption or foster care;
   c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
   d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.

4. *How much time may an employee take as FMLA qualifying leave?*

   Eligible employees may take up to twelve work weeks of leave during each fiscal year with the following exceptions:

   Exceptions:

   If a husband and wife both work for the State, refer to Question No. 6.

   If the leave is taken for the birth of a child or the placement of a child for adoption or foster care, refer to Question No. 7.

5. *If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed another 12 weeks the following fiscal year for the same condition?*

   Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked in the year preceding the request).

6. *If both husband and wife are State employees, are they both eligible for twelve weeks of FMLA qualifying leave during the fiscal year?*

   Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA qualifying leave per fiscal year under the following situations:

   a) For the birth of a son or daughter and to care for the newborn child;
   b) For placement of a child with the employee for adoption or foster care;
   c) To care for the employee's parent (not parent-in-law) who has a serious health condition.

7. *If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for adoption or foster care, must the leave be completed within a specific period of time?*

   Although it is possible that an employee could qualify for two separate FMLA qualifying leaves for the birth or placement of a child (under the condition explained in Question No. 5 above), all FMLA qualifying leaves must be completed within 12 months of the birth or placement of a child. The 12-month period begins on the date of birth or placement.

8. *Does FMLA leave have to be taken all at once, or can it be taken intermittently?*

   FMLA qualifying leave taken for the employee's own serious health condition, or for the serious health condition of the employee's spouse, son, daughter, or parent, may be taken intermittently or on a reduced schedule if "medically necessary" and if that medical need can best be accommodated by an intermittent schedule. If the need for intermittent leave or a reduced schedule is documented by the employee's or family member's health care provider as "medically necessary", such leave shall be granted. Intermittent leave for the birth/placement of a child may be granted at the discretion of the Appointing Authority.

9. *Is an employee required to use paid sick leave for certain FMLA qualifying leaves?*

   Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events as stated under the terms of the collective bargaining agreements and compensation plans. Employees must use sick leave for the reasons authorized by the bargaining agreement/plan provisions. The FMLA does not require an employer to expand the use of paid leave.

10. *Are there circumstances under which an employee may request to receive paid vacation or compensatory time in conjunction with FMLA?*

    An employee may request and receive paid vacation or compensatory time. Granting of vacation or compensatory time is not subject to any other employer requirements such as seniority or staffing needs. Any absences which are paid from the employee's accrued compensatory time account shall not, however, be counted against the employee's FMLA leave entitlement.

    However, the employee must attempt to schedule foreseeable qualifying leave so as not to unduly disrupt the employer's operation. If the employee is unable to provide sufficient documentation to determine FMLA eligibility, the employee shall be placed on unpaid leave until such documentation is made available to the employer.

11. *How do you determine the amount of FMLA qualifying leave used if an employee works a fixed part-time schedule or the employee's schedule varies from week to week?*

    The amount of FMLA qualifying leave is determined on a prorata basis by comparing the requested schedule with the employee's normal schedule.

    Where the schedule varies from week to week, a weekly average of the hours worked over the 12 weeks prior to the beginning of the leave period is used to calculate the employee's normal workweek.

12. *How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?*

    a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?"

    b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.

13. *How can an employee determine if his or her request for time off qualifies under FMLA?*

    a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.

    b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

14. *Can an FMLA qualifying leave extend an employee's period of employment?*

    No.

15. *What are an employee's job protection rights upon return from an unpaid FMLA qualifying leave?*

    An eligible employee shall be restored to the same position that the employee held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment such as same shift, equivalent hours, etc.

16. *How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?*

    The Act prohibits an employer from discriminating against employees who use FMLA qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any employment actions including but not limited to discipline and selection.

17. *Can employees choose whether or not they want to use FMLA qualifying leave?*

    No. It is the employer's responsibility to designate leave as qualifying under FMLA. An employee may not choose whether leave shall be counted towards FMLA qualifying leave.

18. *How can an employer verify an employee's need for leave because of a "serious health condition"?*

    The Appointing Authority's FMLA designation decision must be based only on information received from the employee or the employee's spokesperson.

    An employer may also require an employee to obtain certification of a "serious health condition" from the employee's health care provider. The employer can pay for a second opinion if it doubts the validity of the original certification. If the second opinion conflicts with the first, the employer may pay for a third opinion. The provider of the third opinion must be jointly approved by the employer and employee. The third opinion will be final.

    If a leave request is for the serious health condition of a family member, the employer can require the employee to provide certification from a health care provider.

19. *Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave?*

    During an FMLA qualifying leave, the employee and dependent health and dental insurance coverage is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

    Employees who receive the partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If the employee fails to make their premium payments, they will lose the coverage and may not be covered for any claims which may have occurred while on FMLA qualifying leave.

20. *What other insurance coverage may an employee continue during a FMLA qualifying leave?*

    An employee may continue all coverage which they had prior to going on the FMLA qualifying leave, by paying the full cost of the premium. This includes, but is not limited to, basic, optional, spouse, child life insurance and short term and long term disability insurance. If the employee takes leave due to a work-related disability, short term disability may not be continued. It may be reinstated upon the employee's return to work.

21. *May an employee choose not to retain health and dental coverages while on a FMLA qualifying leave?*

    Yes, an employee may choose not to retain these coverages. The coverages will be reinstated upon the employee's return to work.

22. *May an employee choose not to retain optional coverages while on a FMLA qualifying leave?*

    Yes, however, they may have the coverages reinstated upon return to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If the leave goes beyond twelve weeks, the employee must reapply with evidence of good health. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave.

23. *If an employee terminates employment during the FMLA qualifying leave, may the employer recoup the costs of the premiums paid?*

    Yes, an employer may recover its share of premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work (for at least thirty (30) calendar days) after the leave unless the employee does not return due to the continuation, recurrence or onset of the serious health condition, or due to other circumstances beyond the employee's control.

24. *What are an employee's COBRA rights in relation to an FMLA qualifying leave?*

    As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of employment, or the end of the leave—whichever comes first. Once the COBRA qualifying event occurs, the employee may choose to "continue" health and dental by paying the entire cost of coverage—even though the employee did not pay their share of the premium during the FMLA qualifying leave.

25. What can employees do who believe that their rights under FMLA have been violated?

The employee has the choice of:

a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of Labor, or
b) Filing a private lawsuit pursuant to section 107 of FMLA.

26. How are employees protected who request leave or otherwise assert FMLA rights?

The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the Act.

27. Do State laws providing family and medical leave still apply?

Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for FMLA and for leave under State law, the leave used counts against the employee's entitlement under both laws.

28. If an employee is on a non-medical leave of absence that also qualifies as an FMLA-protected leave, should that employee's leave accrual date be adjusted in accordance with Article 8, Section 2B?

No. Accrual dates shall not be adjusted for employees on FMLA-qualifying leaves whether medical or not.

29. Do employees earn sick and vacation accruals when they are on unpaid FMLA-qualifying leaves?

No. Employees only earn sick and vacation accruals when they are in a paid status. In addition, an employee being paid less than eighty (80) hours in a pay period due to an FMLA-qualifying unpaid leave will have his/her sick/vacation accruals prorated in accordance with Appendix C and D.

30. Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?

Only if they are in a paid status on the normal work day before and after the holiday, in accordance with Article 7, Section 6. Any holiday pay earned will be paid in accordance with Article 7, Section 7.

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DATE: July 1, 2001

TO: Selected Personnel/Labor Relations Directors/Designees

FROM: Donald J. Wodek /s/
Deputy Commissioner

PHONE: (651) 296-8273

RE: State Policy on Reimbursement for Safety Footwear

As part of the negotiations for the 2001-2003 labor contracts, the State has agreed to continue the statewide policy regarding the amount of money agencies will reimburse employees who are required to purchase safety footwear. The policy which we have agreed to implement is based upon the present procedures followed by the Department of Transportation and is described below. Two points, however, should be noted at the outset:

1. This policy does not address which employees are required to have safety footwear as a condition of employment. That determination rests with each Appointing Authority.

2. The policy addresses only those situations where Appointing Authorities allow affected employees to purchase safety footwear from a vendor of the employee's choice. Agencies may, at their discretion, continue to provide the safety footwear directly to the employees, rather than have such footwear purchased by the employee him/herself subject to reimbursement.

The policy regarding reimbursement, therefore, is as follows for employees required to wear safety footwear as a condition of employment:

1. “Probationary” and “permanent” employees shall be reimbursed up to $100.00 each 24 months for the safety portion of safety footwear upon submitting to the Appointing Authority/Designee acceptable proof of purchase of safety footwear. Such reimbursement shall be limited to one per employee every 24 months. (If not already in existence, agencies should develop a procedure determining to whom the proof of purchase is to be submitted, i.e., immediate supervisor, business manager, office manager, etc. and any other procedural guidelines.)

2. Since job tasks performed by certain employees can cause extraordinary wear to the safety footwear, the following exception will apply. Should such employee's safety footwear become damaged beyond repair or worn beyond repair due to performance of his/her assigned job tasks, the employee may be eligible for additional reimbursement for replacement safety footwear provided the immediate supervisor (or other appropriate individual) determines that the footwear is irreparable and was damaged or worn out due to performance of the employee's assigned job tasks.

Agencies should proceed to determine which employees are covered by this policy. Affected employees should then be informed of the reimbursement policy and of any agency procedures for obtaining safety footwear and receiving reimbursement.

This policy has been reviewed and endorsed by the State Advisory Safety Committee and will take precedence over existing policies/practices inconsistent with this policy.

Thank you for your cooperation and assistance in this matter. If you have any questions regarding this reimbursement policy, please contact your labor relations liaison.

WS:tmg

cc: Commissioner Julien C. Carter

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TTY 651.282.2699
www.doer.state.mn.us

DATE: June 30, 1991

TO: Agency Heads

FROM: Nancy Arneson McClure /s/
Deputy Commissioner - Labor Relations

PHONE: 296-8934

RE: Employee Involvement in Purchasing Decisions

During the recent round of negotiations between the State and AFSCME, Council No. 6, AFL-CIO, the Union expressed concerns regarding the lack of employees' participation and involvement in agency-level purchasing decisions on equipment and technologies. As a means of resolving this issue, we agreed to forward AFSCME's concerns directly to state agency heads.

Although it is understood that employees will not be making the ultimate purchasing decision, it is often helpful for supervisors and managers to consider the concerns and views of the employees before such decisions are made. In many cases, employees who currently operate the equipment or who will operate any new equipment/technology can offer valuable information, insight, and expertise regarding the various considerations that are involved in making equipment/technology purchasing decisions. For example, employees can offer suggestions concerning what type of equipment/technology to purchase, which type of equipment/technology best fits the needs of the workplace/operator, which type of equipment/technology would be most compatible with existing equipment/technology, etc.

The 1991-93 Agreement between the State of Minnesota and AFSCME, Council No. 6 agreed that purchasing would be discussed in the joint labor management committee for each state agency.

We are not implying with this memorandum that all agencies deny their employees opportunities for offering input into purchasing decisions. We do, however, want you to be aware of the perceptions which AFSCME has brought to our attention.

Please contact me should you have any questions or comments.

NM:tg

cc: Labor Relations Directors/Designees

DOER Department of Employee Relations
200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155-1603
651.297.1184
TTY 651.282.2699
www.doer.state.mn.us

July 26, 2005

Eliot Seide
Executive Director
AFSCME, Council No. 5, AFL-CIO
300 Hardman Avenue South, Suite 3
South St. Paul, MN 55075-2470

Dear Eliot:

In the 2005-2007 round of bargaining between the State and AFSCME, the State agreed to provide a letter explaining the process for applying for vacancies under the Multi-Source Recruitment and Selection process. All employees are encouraged to submit their resume to the State's employment database. This may be done on-line by accessing the State Employment website at http://www.doer.state.mn.us/employment.htm, or by submitting a paper resume to the Department of Employee Relations, 200 Centennial Building, 658 Cedar Street, St. Paul, MN 55155. Applicants who have submitted a resume may also design different job search agents which will provide them with an overnight email notification whenever a position meeting their search criteria is advertised. That website also includes tips on how to create a resume and apply for state jobs.

Under the Multi-Source Recruitment and Selection process, all unlimited classified position vacancies are advertised on the Department of Employee Relations' website and on the telephone IVR system. Applicants may apply for a specific vacancy on-line, via the telephone IVR system, or by directly contacting either the Department of Employee Relations or the agency with the vacancy. Agencies with vacancies also search that employment database for applicants who best meet the advertised minimum qualifications.

Applicants are evaluated to determine whether or not they meet the advertised minimum qualifications. This evaluation may consist of a variety of job-related selection assessment tools, dependent upon the requirements of the position. As agencies proceed to fill their vacancy, they honor all contractual requirements related to vacancy-filling.

Questions about the application process should be directed to the Department of Employee Relations Job Information Line at (651) 296-2616 or outside the metro area, 1-800-657-3974. Questions about specific vacancies should be directed to the Human Resources Office of the agency with the vacancy.

Sincerely,

Paul A. Larson

Paul Larson
Deputy Commissioner

DOER Department of Employee Relations
200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155-1603
651.297.1184
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www.doer.state.mn.us

August 7, 1995

Mr. Peter Benner
Executive Director
AFSCME, Council No. 6, AFL-CIO
256 Lafayette Road
St. Paul, MN 55107-1683

Dear Mr. Benner:

During the 1995-1997 negotiations between the State and AFSCME, the State agreed to provide a letter explaining our understanding of employees' rights to access and contest information in personnel and supervisor files under the statutes. This letter is not grievable or arbitrable and is subject to future changes under the law. Under the provisions of the Minnesota Data Practices Act, an employee has the right to access personnel data and to authorize release of such data to representatives, provided that the data is specific to the individual making the request and provided that the data have not been designated as confidential or protected non-public. In State agencies, personnel data on employees is maintained by Human Resource offices and management/supervisory staff. The contents of these personnel files, other than any data designated as confidential or protected non-public, shall be disclosed to the employee upon request and in accordance with agency procedures. Questions pertaining to the contents of these files should be brought to the attention of the person responsible for maintaining the data.

Additionally, an employee has the right to formally contest the accuracy or completeness of this data. To exercise this right the employee is required to notify the responsible authority in writing describing the nature of the disagreement. Within 30 days the responsible authority must either 1) correct the data found to be inaccurate or incomplete or 2) notify the individual that they believe the data to be correct. This determination may then be appealed pursuant to the Administrative Procedure Act relating to contested cases. Further details are set forth in Minn. Stat., Section 13.04, subd. 4, and Minn. Rules, Chapter 1205 and are subject to future changes in the law or rule. Employees do not have any unilateral right to decide what materials should be place in their personnel file - only to contest whether the data placed there by the responsible authority is complete and accurate.

Sincerely,

John Kuderka /s/
Deputy State Negotiator
Labor Relations/Compensation Division

DOER Department of Employee Relations
200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155-1603
651.297.1184
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www.doer.state.mn.us

August 1, 2003

Mr. Peter Benner, Executive Director
AFSCME Council No. 6, AFL-CIO
300 Hardman Avenue South, Suite 3
South St. Paul, MN 55075-2470

Dear Mr. Benner:

During 1996, the Joint Labor/Management Committee on Employee Assistance developed the following parameters and guidelines on leave time for EAP appointments.

EAP Parameters:

- The EAP acts primarily as an assessment, short-term counseling and referral agency.
- Counseling sessions in state EAP offices are usually one hour in length.
- The majority of EAP clients are provided one or two counseling sessions. Occasionally, EAP clients will be seen up to four sessions, but these are usually spaced out over several weeks.

Guidelines on leave time for EAP Appointments:

- State time should be allowed for all supervisory – suggested referrals to EAP.
- Self-initiated use of EAP could be granted state time, vacation or sick leave.
- Vacation leave or sick leave may be used if an employee does not want to request the use of State time through his/her supervisor.
- On occasions when EAP refers the employee to community resources, the employee would be expected to use sick leave for health related issues covered under insurance plans and vacation leave for all other concerns, i.e., financial, career, and marriage counseling.

Sincerely,

Paul A. Larson

Paul Larson
Deputy Commissioner

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155-1603
651.297.1184
TTY 651.282.2699
www.doer.state.mn.us

DATE: August 13, 1997

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: John Shabatura /s/
Deputy Commissioner

PHONE: 296-8273

RE: Employee Performance Reviews

As part of the negotiations with AFSCME for the 1997-1999 labor contract, we had extensive discussions regarding the appropriateness of AFSCME leadworkers attending the performance evaluations of other AFSCME employees.

It is our recommendation that AFSCME leadworkers not be included in the actual evaluation meeting of a fellow bargaining unit member. It is, however, appropriate for a leadworker to provide input for such evaluation.

If you have questions, please contact your Labor Relations Representative.

JS:can

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658 Cedar Street
St. Paul, MN 55155-1603
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www.doer.state.mn.us

DATE: July 31, 2003

TO: Labor Relations Representatives
Personnel Directors/Designees

FROM: Paul A. Larson
Deputy Commissioner

PHONE: 296-8274

RE: Duration of Probationary Periods

Many of the State's labor agreements, including the AFSCME agreement, define the length of probation in terms of months rather than a specified number of days or worked hours. Because the term "six months" can be defined and administered in a number of different ways, inconsistencies in determining the exact day the probationary period ends have been found in the practices of agencies. In at least one case, differing interpretations of probationary period length have led to a disagreement among agencies concerning an employee's non-certification following a transfer. After reviewing and discussing this matter with agency human resources representatives, the Department of Employee Relations has determined that the last day of a six month probationary period is the day before the six month anniversary of the date the probationary period began, provided that day is a business day. For this purpose, a "business day" is defined as Monday through Friday, exclusive of holidays. In the event that the anniversary date does not fall on a business day, the last day of the probationary period is the first business day following the anniversary date. Because not all employees work Monday through Friday, the last day of the probationary period might not be a work day for the employee.

This same definition of "business day" also applies in 7-day per week operations. Even though every day is a work day in such agencies, DOER has determined that a common definition will help to ensure consistent treatment of employees and avoid confusion.

The examples set forth below illustrate a variety of situations that can occur.

Example #1
The employee begins work on Wednesday, February 5, 1997. The last day of the probationary period would therefore be Monday, August 4.

Example #2
The employee starts on Monday, February 3, 1997. Because the day before the 6-month anniversary, August 2, is a Saturday (not a "business day") the probationary period would end on the next business day, Monday, August 4.

Example #3
The employee starts on Wednesday, May 28, 1997. Because Thursday and Friday, November 27 and 28, are holidays, the last day of the probationary period is Monday, December 1.

An exceptional situation occurs when an employee begins work on August 30 or 31. Because there is no February 30 and usually no February 29, the last day of a probationary period beginning on August 30 or 31 is the last day of February.

For intermittents and less than 50% employees whose probationary period is 1,044 working hours pursuant to Article 12, Section 10C2, "working hours" means hours the employee actually worked. All hours worked will be calculated at the straight time rate regardless of whether the employee is compensated at straight time or time and one-half. For example, an employee who is scheduled for 8 hours but works 11 would have 11 hours credited towards the probationary period. The probationary period under Article 12, Section 10C2 must be at least 6 months but cannot exceed 1 year.

If you have any questions concerning this matter or would like to discuss it further, please contact me or your agency Labor Relations representative.

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St. Paul, MN 55155-1603
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www.doer.state.mn.us

DATE: July 1, 2001

TO: HR Directors/Designees
Labor Relations Representatives/Designees

FROM: Donald J. Wodek, Deputy Commissioner /s/
Labor Relations

PHONE: (651) 296-8273

RE: Training Supervisors

During the 2001-2003 negotiations between the State of Minnesota and AFSCME, Council No. 6, AFL-CIO, the Union expressed concerns regarding issues detailed below. As a means of resolving these issues, the parties agreed to resolve them via a letter. This letter is not grievable or arbitrable and is subject to change when necessary to comply with Minnesota and federal laws.

Pursuant to the State's agreement with AFSCME, please instruct your supervisors of the following:

1. When the criteria for removal of filed material under Article 16 - Discipline and Discharge, Section 7C are met, the material shall be removed from both the official personnel file and from any supervisory files and offered to the employee before being destroyed.

2. Upon request from the Union or the employee, the Human Resource Office shall remove any undated document or item in the employee's personnel file and offer it to the employee before being destroyed.

3. In filling a vacancy under Article 12 - Vacancies, Filling of Positions, Section 7E, structured interview questions shall be prepared and scoring weights determined prior to the interview.

If you have any questions regarding these, please contact your Labor Relations Representative.

DOER Department of Employee Relations
200 Centennial Office Building
658 Cedar Street
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www.doer.state.mn.us

July 1, 2001

Mr. Peter Benner
Executive Director
AFSCME, Council No. 6, AFL-CIO
300 Hardman Avenue South
Suite 3
South St. Paul, MN 55075-2470

Dear Mr. Benner:

This is to confirm that Mn/SCU will continue its existing practice of basing the employer contribution level for insurance on the FTE rather than hours of work. The FTE calculation will reflect hours paid (exclusive of overtime) to the employee in eligible, non-faculty appointments, rather than using the anticipated appointment FTE of the position.

Sincerely,

John Shabatura /s/
Associate Vice Chancellor
Labor Relations

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200 Centennial Office Building
658 Cedar Street
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www.doer.state.mn.us

July 29, 2005

Mr. Eliot Seide, Executive Director
AFSCME, Council No. 5, AFL-CIO
300 Hardman Avenue S., Suite 3
South St. Paul, MN 55075-2470

Dear Eliot:

The insurance article reflects the changes in benefits and structure that will impact the State life, health, dental and disability plans as a result of negotiations for the July 1, 2005 through June 30, 2007 AFSCME contract.

Following is a summary of the major changes to the article, plus the additional agreements which were made:

1. We made these technical changes:

    a. Language regarding eligibility for participation of student workers hired before July 1, 1979 was removed. (Section 2A.)
    b. Language regarding pre-7/1/77 seasonal employees' eligibility for participation and for employer contribution was removed. (Sections 2B2 and 3C2)
    c. Language regarding pre 4/1/67 part-time and seasonal employees' eligibility for participation and for employer contribution was removed. (Sections 2B3 and 3C3.)
    d. In the section regarding initial effective dates of coverage (5C1) we have removed the term "re-employment" because it is no longer used.
    e. Optional life and disability coverage will be effective the first day following approval by the insurance company. (Section 5C2c.)
    f. For an employee who retires and changes health or dental plans during the 60-day period preceding retirement, such change will take effect on the first day of the month following retirement. (Section 5E.)

2. The contribution formula for dental coverage was changed to reflect a minimum employee single contribution of $5.00 for both years of the Agreement. (Section 4B1.)
3. The employer agrees to make open enrollment materials available to employees at least 14 days prior to the start of the open enrollment period. (Section 5D1.)
4. Changes to the Advantage Health Plan (Section 6A4) include the following:

    a. The amount of the office visit copay will be dependent upon whether the employee has completed an on-line Health Assessment (HA).

i. Cost Level 1: $15 if completed, $20 if not.
ii. Cost Level 2: $20 if completed, $25 if not.
iii. Cost Level 3: $20 if completed, $25 if not.
iv. Cost Level 4: $30 if completed, $35 if not. (Note this change from the 30% coinsurance in Cost Level 4.)

(Note: Employees who become benefit eligible after the close of open enrollment or employees who are hired after the close of open enrollment will not be required to take the Health Assessment and will be entitled to the lower office visit copayment.)

b. Minute Clinics will now be available at the $10 copay level for all cost levels. The first dollar deductible is waived.
c. The maximum drug out-of-pocket limit for both years of the Agreement will be $650 single and $1300 family.
d. The maximum non-drug out-of-pocket limit for both years of the Agreement will be $1000 single and $2000 family.

5. Changes to the State Dental Plan: Coverage for fillings, endodontic services, periodontic services, oral surgery, and crowns will change from 50% of the allowable charges to 60%, after the deductible has been met. (Section 7A2a.)
6. The State will explore, through a collaborative work group including representatives from DOER and the Joint Labor-Management Committee on Health Plans, the addition of Centers of Excellence and patient advocacy program(s) with the goal of implementation during the ’06-07 contract period.
7. The State will explore, through the request for proposal (RFP) process, the possibility of utilizing a single pharmacy benefit manager (PBM) for the Advantage Plan.
8. The parties agreed to hold a Meet and Confer on the subject of seasonal appointments and insurance eligibility.
9. 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 $59,000	$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, Deputy Commissioner
Department of Employee Relations

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155-1603
651.297.1184
TTY 651.282.2699
www.doer.state.mn.us

DATE: July 25, 2005

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Paul Larson
State Negotiator

PHONE: (651) 296-8274

RE: Master Negotiations Committee members' schedules

During the 2003-2005 negotiations between the State and AFSCME Council 6, the Union expressed concerns regarding the scheduling of employees who serve on the Union Master Negotiating Team and who work at agencies with continuous operations. To address the Union's concerns, the State agreed that during the 2007-2009 negotiations agencies are encouraged to schedule these employees Monday through Friday. This scheduling accommodation only applies:

- If the employee is scheduled to work on Saturday and/or Sunday;
- When the request is initiated by the employee 28 days prior to the posting of the involved schedule(s);
- If the change in the employee's existing schedule does not result in overtime per FLSA or a violation of Article 5 (Hours of Work); and
- During Master Committee bargaining and ratification week.

Agencies should make every effort to avoid changing another employee's existing schedule to make these scheduling accommodations. In addition, the provisions of Article 10 Section 4 H (Union Leave) continue to apply.

The State and AFSCME agree to discuss its experiences with these adjusted schedules.

DOER Department of Employee Relations

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www.doer.state.mn.us

DATE: July 30, 2003

TO: Agency HR Offices
Managers/Supervisors

FROM: Paul A. Larson
Deputy Commissioner

RE: Job Audits

During the course of 2003-2005 AFSCME contract negotiations, concerns were raised by the Union regarding the length of time it takes to complete a job audit, specifically the amount of time it takes to complete a position description once an employee has requested an audit. I would like to remind agencies that in order for a job audit to be completed, the following documentation is required:

1. Cover sheet completed by the agency's Human Resource Office indicating employee identification number, position control number, current class and code, proposed class and code;

2. current position description signed by supervisor and the employee;

3. organization chart showing complete work unit;

4. explanation of how and when changes in the position have occurred.

In some cases comparisons to other positions in the proposed class may also be needed.

While back pay provisions of the contract may provide relief to employees when the decision to a properly documented audit is delayed, often times the audit is not properly documented for an inordinate amount of time. Obtaining a current position description is often the key step which stalls the process when there is disagreement between the employee and supervisor on its contents. I strongly recommend that employees and supervisors work together to ensure that an up-to-date, accurate position description is prepared in a timely manner. If disputes cannot be settled between the employee and their supervisor, they should discuss the matter with their manager and the agency Human Resources Office in order to reach an appropriate conclusion and proceed with the audit.

cc: AFSCME

APPENDIX O - UNIT 6 POSITION QUALIFICATIONS

This section applies to all of Unit 6, except as noted.

A. Definition

For the purpose of position qualifications, “qualified” means the employee has the job related knowledge, skills and abilities required for initial appointment to the position and necessary for satisfactory performance of the job.

A standard menu of position qualifications shall be developed by a meet and confer consisting of an undetermined number of employer and seven (7) to ten (10) union representatives.

B. Review Process

If an Appointing Authority decides to require any non-menu position qualifications, they shall notify the Local Union President. The Local Union will have three (3) working days to review the notice and bring any concerns regarding the validity of the new position qualification to the attention of the agency human resource office. Following the response of the Appointing Authority, the Local Union may request a review and final determination by the Department of Employee Relations Staffing Division.

When a change in qualifications for a position results in the denial of an employee’s desired layoff option, the employee may request a review by the agency human resource office. Following the response of the Appointing Authority, the employee may request a review and final determination by the Department of Employee Relations Staffing Division.

The final determinations by the Department of Employee Relations Staffing Division shall not be grievable or arbitrable. However, if the final determination of the above review process requires payment for time not worked, the parties may enter into a grievance settlement in order to process the payment.

C. Application

Position qualifications will be used in place of class options, but the Employer reserves the right to establish exam options.

An employee who cannot bump the least senior employee in a class may bump the next least senior and so on, until he/she is able to bump or there is no less senior employee. Employees laid off from a consolidated class shall be permitted to bump into lower levels in the same class series, even if they have no previous service at that level.

Employees who are laid off out of seniority order because they do not meet the minimum qualifications for available layoff options shall be permitted the following layoff benefits:

1. The employee may opt for extended claiming for thirty (30) calendar days from the date of permanent layoff. During this extended claiming period, no severance or vacation liquidation shall be paid to the employee and the employee’s name shall not be placed on any layoff lists. However, employees may apply for seniority unit vacancies in previously held classes during the extended claiming period. Employees may waive extended claiming and the Appointing Authority shall authorize payment of any severance or vacation liquidation and the employee will be eligible for placement on appropriate layoff lists.

2. Employees retain the right to consideration for seniority unit vacancies as provided in the Master Agreement.

APPENDIX P - GLOSSARY

The descriptions found in this glossary are provided for informational purposes only and are not binding upon the parties. In the event of a conflict between any description set forth herein and a definition set forth in the contract/agreement, law, rule, or Administrative Procedure, the terms of that document shall prevail.

Actively at Work - Employees are "actively at work" if they are on active payroll status and not using paid or unpaid leave.

A.D.A. (Americans with Disabilities Act) - A Federal law intended to prohibit the specific forms of discrimination that people with disabilities face.

Administrative Procedures - The procedures of the Department of Employee Relations developed in accord with M.S. 43A.04, Subd. 4.

Advisory Testing - A process used to determine an employee's qualifications in some transfer, demotion and/or layoff situations.

Agency - Department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

Applicant Pool - A group of applicants who have been determined to meet the minimum qualifications for a vacant position.

Appointing Authority - A person or a group of persons empowered by the Constitution, statute, or executive order to employ persons in, or to make appointments to positions in the civil service.

Appointment Status - See Article 12, Section 2.

Arbitration - If a grievance has not been satisfactorily resolved after the third step and Council 5 chooses to arbitrate, an impartial person is selected from a list of people approved by the Council 5 and Department of Employee Relations to hear the grievance and render an impartial decision which is binding on the parties.

Bargaining Units - Pursuant to M.S. 179A.10, Subd. 2, groupings of employees determined by the Bureau of Mediation Services, based on the type of work performed. See Appendix A.

Bidding - See Article 12, Sec. 7.

Change in Allocation - Reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a person. An occupied position changed in allocation is considered a vacancy. See Article 12 Section 8.

Claiming - An option for filling vacancies when bidding and use of seniority unit layoff lists is exhausted that allows employees on notice of layoff to request to transfer or demote to another seniority unit. This option normally occurs between the date an employee receives a layoff notice and the date the employee is laid off. See Article 15, Section 3D, 3g.

Class Layoff List - See Article 15, Sec. 3H (2).

Class Option - See Appendix H for definition and lists.

Class Seniority - See Article 4, Sec. B.

Class Specifications (Specs) - Department of Employee Relations' description of a job classification including typical responsibilities and the knowledge, skills and abilities required.

Classified Service - All positions now existing or hereafter created in the civil service and not specifically designated unclassified pursuant to M.S. 43A.08 or other enabling legislation.

Confidential Employee - A state employee whose work involves access to information subject to use in collective bargaining or participation in collective bargaining. These employees are not represented by AFSCME.

Copayment - The amount or percentage that an insured person pays for a certain service or product once any deductible, if applicable, has been paid.

Delegated Authority - The responsibility and accountability given to an agency by the Department of Employee Relations to perform certain classification and selection functions. This authority may vary from agency to agency.

Demotion - The downward movement of an employee to a class which has a maximum salary that is two or more salary steps below the maximum of the current class.

Disabled Person (as defined by the ADA) - A person who: 1) has a physical or mental impairment that substantially limits a major life activity, 2) has a record of such an impairment, or 3) is regarded as having such an impairment.

D.O.E.R. (Department of Employee Relations) - The Employer of all Executive Branch State employees and employees of the three retirement systems.

E.A.P. (Employee Assistance Program) - A service available to all state employees, which provides assistance and referral for a variety of situations including emotional, financial, family, and alcohol or chemical dependency problems.

Emergency Employee - An employee who is appointed for no more than 45 aggregate work days in any 12 month period for any single Appointing Authority.

Employer - Department of Employee Relations, which is considered the Employer of all Executive Branch State employees and employees of the three retirement systems.

Employment Condition - See Article 12, Section 2.

Equal Classes - See Transferable Classes.

Finalist Pool - A group of applicants from the applicant pool who have been determined to best meet all the qualifications for a vacant position.

First Report of Injury - Related to Workers' Compensation, a form used for reporting injuries that happen to employees during the course of performing their job duties.

Flex time Scheduling - See Article 5, Section 2C.

F.L.S.A. (Fair Labor Standards Act) - Federal law which governs hours of work and overtime provisions for all workers.

F.M.L.A. (Family Medical Leave Act) - Federal law mandating up to 12 weeks of job protected leave to eligible employees for certain family and/or medical reasons consistent with the Act, relevant State law and collective bargaining agreements/plan.

Formulary Drugs - List of prescribed drugs covered by each health plan.

Garrity Warning - A warning given to an employee by an employer during an employment investigation that requires the employee to either provide information or be discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

Generic Drug - The chemical name of a drug as opposed to the brand name of the drug. For instance, Benadryl is the brand name of the drug Dipenhydramine.

Grievance - See Article 17, Sec. 1.

Hay Evaluation System - A system used by the Department of Employee Relations to evaluate the relative know-how, problem-solving, and accountability of job classes. Information from Hay evaluations is used to compare job classes for purposes of compensation setting and pay equity.

Incumbent - Employee currently serving in a job.

Job Audit - Process by which a position is reviewed by the Department of Employee Relations or Appointing Authority to determine the correct classification.

Just Cause - A standard upon which discipline is based.

Layoff List - See Class Layoff List and Seniority Unit Layoff List.

Long Term Disability - See Article 19, Sec. 7B.

Mobility Assignment - Per Administrative Procedure 1.1, voluntary, limited assignments of classified permanent employees to alternative duties within another state agency/Appointing Authority, governmental jurisdiction, or private employer. Duration cannot normally exceed two years.

M.S. - Minnesota Statutes.

Multi-Source Recruitment and Selection Process – A competitive hiring process used to fill unlimited classified positions in the Executive Branch.

Non-continuous, Non-extended Operation - Appointing Authorities, or portions thereof, which do not have 24 hour, 7-day per week schedules.

O.S.H.A. (Occupational Safety and Health Act) - Federal law which governs safety and health issues in the workplace.

P.E.L.R.A. (Public Employee Labor Relations Act) - Minnesota Statute 179A which governs the relationships between public employers and their employees. Provisions include granting public employees the right to organize, requiring public employers to meet and negotiate with public employees and establishing the responsibilities, procedures and limitations of public employment relationships.

Position Description - A document which defines an individual job's duties and responsibilities and the knowledge, skills, and abilities required to perform them.

Promotion - The upward movement of an employee to a class which has a salary range maximum that is two or more salary steps higher than the maximum of the current class or which requires an increase of two (2) or more steps to pay the employee at the minimum of the new range.

Provisional Appointment - An appointment authorized when no fully-qualified person is suitable or available for appointment. Appointment may not normally exceed 12 months. Person must be qualified in all respects except for completion of a licensure or certification requirement.

Qualified - For the purpose of position qualifications, qualified means the employee has the job-related knowledge, skills and abilities required for initial appointment to the position and necessary for satisfactory performance of the job. See also Appendix O.

Reallocation - See Article 12, Section 9.

Reclassification - Change in the allocation of a position to a higher, lower or equivalent class.

Recomparison - A change in the classification to which a vacant or occupied position in the unclassified service is compared (allocated). The new job class may be higher, lower, or equal, but the position and incumbent, if any, remain unclassified.

Re-instatement - The rehire of a former or current permanent or probationary classified state employee, into a vacancy in a previously held class, within four years of separation from the class.

Related Classes - As determined by the Department of Employee Relations or Appointing Authority, those classes which are similar in nature and character of work performed and which require similar qualifications. See Article 4, Section 1E.

Resumix – The software currently used by the State as an applicant tracking database, a source for recruiting both internal and external candidates for State jobs, and as a selection tool to be used as part of the hiring process.

Seniority Unit - Defines the area in which an employee may bid and from which an employee is laid off. See Appendix G.

Seniority Unit Layoff List - See Article 15, Sec. 3H (1).

Short Term Disability - See Article 19, Sec. 7B.

State Seniority - See Article 4, Sec. 1A.

Student Worker - Students in secondary, post-secondary and graduate study who are employed in the unclassified service to assist them in reaching identifiable educational goals. Appointment may be up to 36 months in duration.

Tennessen Warning - An explanation provided under M.S. 13.04 of the Data Practices Act when someone is asked to supply private or confidential data to a state agency. The warning must identify: (a) the purpose and intended use of the data; (b) whether the individual may refuse or is legally required to supply the requested data; (c) any consequence arising from supplying/refusing to supply the data; and (d) the identity of persons authorized by law to receive the data.

Transfer - The lateral movement of an employee to a position in: 1) the same class in a different agency, or 2) a different class assigned to the same salary range, or 3) a different class with a salary range maximum less than two (2) steps higher than the maximum of the current class and where the employee's current salary is less than two (2) steps below the minimum of the new class. Reassignment of an employee does not constitute a transfer.

Transferable Classes - Classifications which have salary range maximums which are less than 2 steps apart and where the employee's current salary is less than two steps below the minimum of the new class. This can be approximately calculated at the high end by using the maximum hourly rate of the current class, adding two steps and subtracting one cent, and at the low end by using the minimum of the new class, subtracting two steps and adding one cent.

Unclassified Service - All positions specifically designated as not being classified pursuant to M.S. 43A.08 and other enabling legislation. Unclassified employees accrue state seniority, but do not accrue class seniority. Unclassified positions are not subject to the bidding or layoff provisions of the contract, can be terminated at will, and are not subject to the just cause test. Unclassified employees do not normally serve a probationary period.

Unlimited Appointment - An appointment for which there is no specified maximum duration.

Vacancy - See Article 12, Sec. 1 for definition and exceptions.

Work Area - Management defined subunit of an Appointment Authority which determines an employee's bidding and bumping options and rights.

APPENDIX Q - DRUG TESTING

1. INTRODUCTION

This drug and alcohol testing policy is the exclusive policy for AFSCME Council 5, AFL-CIO Bargaining Unit employees including the craft, maintenance and labor unit; service unit; health care non-professional unit; clerical and office unit; technical unit; and correctional officer unit; is intended to conform to state law as set forth in Minnesota Statutes 181.950 to 181.957; and is limited to drug and alcohol testing required by the U.S. Department of Transportation to implement the Omnibus Transportation Employee Testing Act of 1991 and relevant U. S. Department of Transportation regulations.

2. PERSONS SUBJECT TO TESTING

All employees who are required to hold a Commercial Driver's License and a Class A or Class B License as a condition of employment are subject to testing under applicable sections of this policy. These employees are subject to random, pre-employment, pre-placement, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. The specific requirements for testing are governed by regulations promulgated by the U.S. Department of Transportation.

New employees and current employees who are appointed to CDL covered positions shall receive a copy of the Testing Plan within fourteen (14) days of appointment to a CDL covered position.

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at the appropriate overtime rate, whichever is applicable. An employee may be removed from work following a positive test result through the provisions of Article 16 - Discipline and Discharge. The employer shall pay all costs associated with the administration of alcohol and controlled substance tests. The cost of testing the "split specimen" at a federally certified laboratory if so requested by the employee shall be borne by the Employer if such test result is negative. The employee will be responsible for the cost of testing the "split specimen" if such test result is positive.

3. CIRCUMSTANCES FOR REASONABLE SUSPICION DRUG OR ALCOHOL TESTING

The Appointing Authority shall request or require an employee to undergo drug and alcohol testing if the Appointing Authority has reasonable suspicion that an employee has violated the provisions of law and regulation governing alcohol concentration, alcohol possession, on-duty use, pre-duty use, use following an accident, refusal to submit to a required alcohol or controlled substance test, controlled substance use, and controlled substance testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances. Observations for alcohol testing must be made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the regulations. A driver can be directed to undergo reasonable suspicion alcohol testing only while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver is to perform safety-sensitive functions.

A written record shall be made of the observations leading to an alcohol reasonable suspicion test and shall be signed by the supervisor making the observation.

A supervisor requesting a drug or alcohol test must have successfully completed training developed or approved by the Department of Employee Relations on drug and alcohol abuse, on how to recognize impairment on the job, on how to make a reasonable suspicion determination, and on the Employer's and/or Appointing Authority's written work rules. The Joint Oversight Committee shall review all reasonable suspicion determinations with negative test results. The Employer agrees to allow the Union to review the training prior to implementation.

4. REFUSAL TO UNDERGO TESTING

Employees do not have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing required by the Appointing Authority, or who is found to have adulterated the sample, the employee shall be deemed to have violated the relevant prohibitions in the regulations. The employee must follow the process of Substance Abuse Professional (SAP) referral, treatment, return to duty testing and follow-up testing as if the test were positive in order to be eligible to return to safety-sensitive duties.

5. RIGHT TO UNION REPRESENTATION

An employee is entitled to Union representation pursuant to Article 16, Section 2 prior to any reasonable suspicion test. When the physical presence of a union representative is not practicable, the employee shall be allowed to confer with a union representative by telephone. Local Unions shall provide Appointing Authorities with the names and phone numbers of representatives who can be called to provide representation in such cases.

6. RIGHTS OF EMPLOYEES

An employee, for whom a positive test result on a confirmation test was the first such result on a drug or alcohol test required by the Appointing Authority shall not be discharged if:

1. The Appointing Authority has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the substance abuse professional trained in the diagnosis and treatment of chemical dependency; or

2. If a determination has been made by the substance abuse professional trained in the diagnosis and treatment of chemical dependency that no counseling or rehabilitation program is necessary. However, an employee who has either refused the offer to participate in the counseling or rehabilitation program, or has failed to successfully complete the program has no such protection against discharge.

Expenses for the above stated rehabilitation or counseling program shall be pursuant to coverage under a state employee benefit plan or any other insurance plan the employee is covered under.

In addition, employees have the following rights:

1. The right not to be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmation test;

2. The right not to be discharged, disciplined, discriminated against, or required to undergo rehabilitation on the basis of medical history information revealed to the Medical Review Officer concerning the reliability of, or explanation for, a positive test result;

3. The right to access information in the subject's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information. An employee who is the subject of a drug and alcohol test shall, upon written request to the Medical Review Officer, have access to any records relating to his or her drug or alcohol test;

4. The right of an employee who has made a timely request for a confirmation retest to suffer no adverse personnel action if the confirmation retest does not confirm the result of the original confirmation test, using the same drug or alcohol threshold detection levels as used in the original confirmation test.

7. DATA PRIVACY

The purpose of collecting urine or breath is to test that sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials, and employee identification number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a valid medical reason for any drug or alcohol in the sample. The Appointing Authority will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Appointing Authority or employer or to a third party individual, government agency, or private organization without the written consent of the person tested, unless permitted by law or court order. An Appointing Authority will not disclose the test result reports and other information acquired in the drug or alcohol testing process to other Appointing Authorities unless the information is requested in connection with another drug test, or unless disclosure is necessary to permit follow-up testing or return to work testing. All data on the request for a test, the testing, and test results shall be kept separate from the regular personnel files, in locked file cabinets, accessible only by those supervisors, managers or confidential employees directly involved in the case.

8. RANDOM TESTING POOL

The employer shall establish a single pool of employees for random drug and alcohol testing. This pool may include non-state employees.

9. SELECTION OF CONTRACTORS TO ADMINISTER POLICY

The employer may contract with appropriate firms to administer alcohol and controlled substance tests. Requests for proposals shall be reviewed with the Union prior to issuance. Employees shall be referred to substance abuse professionals under the State Drug and Alcohol Testing Plan. If the employer does decide to administer alcohol or controlled substance testing with state employees, no law enforcement personnel shall be used.

10. JOINT LABOR-MANAGEMENT OVERSIGHT COMMITTEE

The Union and the Employer agree to form a Joint Labor-Management Oversight Committee to review the implementation of alcohol and controlled substance testing. The committee shall be composed of eight representatives of the union and eight representatives of the employer. It shall meet upon request.

DEPARTMENT OF ADMINISTRATION

Article 1
Hours of Work

Article 5 of the Master Agreement shall be modified as follows:

Plant Management:

Schedule changes for General Maintenance Workers in Building Services which result in employees reporting to work earlier than their usual shift; e.g., employees who are scheduled to work second shift coming in during day shift hours, shall require a three (3) day notice only.

Employees shall be selected for such schedule changes on the basis of most senior qualified within the work area.

The Appointing Authority and Local Union may mutually agree to flextime scheduling plans where appropriate.

Summer Schedules:

On an annual basis, the Appointing Authority may decide to establish a summer schedule for Grounds Services. The schedule shall be posted at least fourteen (14) days in advance of the effective date.

Fixed Night Shift:

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

In InterTech, the night shift schedule shall be fixed.

Article 2
Overtime Distribution

Article 6, Section 4 of the Master Agreement shall be modified as follows:

Plant Management:

When it is necessary for Groundskeepers to be trained on snow removal equipment, overtime may be assigned out of order.

Overtime distribution for General Maintenance Workers assigned to building services shall be as follows:

1. An effort shall be made to distribute overtime work as equally as possible among all General Maintenance Worker building services employees in all work areas within the Capitol Complex who are capable of performing the work and who desire the overtime work. The employee's shift and supervisor shall not be taken into consideration in the equal distribution of overtime.

2. This overtime distribution does not apply to extensions of the same shift, except as noted in 3 below or emergency situations. Extension of shift(s) shall be offered to the most Senior General Maintenance Worker assigned to the work area. If no General Maintenance Worker accepts the extension of shift, the Appointing Authority shall assign the overtime based upon inverse order of seniority. For emergency situations, the Appointing Authority shall make a reasonable effort to distribute the overtime the same as the shift extension. Overtime earned as an extension of the same shift or emergency situations shall not be counted as overtime worked for the purposes of equal distribution.

3. The extension of shift(s) for those employees assigned the Capitol work unit shall be done by equal distribution during the session. All overtime hours offered and/or worked shall be credited to the Capitol work unit distribution. This equal distribution of overtime hours shall be in effect while the Legislature is in session. In between sessions, these employees shall be under the seniority distribution of extension of shift overtime hours according to 2 above.

4. All overtime hours will be zeroed out on June 30, of each year.

5. All overtime hours offered, except those listed in #2, shall be credited. Employees on scheduled vacation the work day before or after the overtime shift shall not be credited for overtime offered and not worked on the equal distribution list. However, once an employee has agreed to accept an overtime shift such overtime shift shall be considered a scheduled shift. If the employee is unable to work the scheduled overtime shift, that employee shall notify his/her supervisor no later than the beginning of the shift preceding the overtime shift assignment. Any employee that does not show for a scheduled overtime shift shall be credited the hours of that shift at the rate of time and one-half.

<u>InterTech</u>:

Overtime distribution for the EDP Tech classifications shall be as follows:

1. Five (5) functional work areas shall be established for the purpose of overtime distribution. They are:

   - Production Control Documentation;
   - Operations Center Services;
   - Storage Management (Tape Library);
   - Systems Operations;
   - Input/Output Operations.

2. Overtime shall be offered on an equal distribution basis as defined in Article 6, Overtime, Section 4, Distribution except that employees scheduled on vacation the day before or after an overtime shift shall not be credited for offered overtime and not worked. Distribution shall be calculated based on the number of hours worked, not the number of times contacted.

3. Overtime hours shall be zeroed out June 30 of each year.

4. Overtime known in advance shall be offered in the following order:

- Capable and qualified employees within the functional work area, who normally work the shift the overtime is needed;

  - Capable and qualified employees within the functional work area, who normally work other shifts.

  If all capable and qualified employees decline the overtime, it shall be assigned to:

- The capable and qualified employee with the least number of overtime hours credited who normally works the shift the overtime is needed. If more employees have the same number of hours credited than are needed, the overtime shall either (1) be assigned in inverse order of seniority among those who share the same number of hours credited or (2) the supervisor may offer the overtime to other qualified employees, by class, outside the functional work area.

5. Overtime for the immediately subsequent shift shall be offered in the following order:

   - Capable and qualified employees within the functional work area, who are on duty. If all these individuals decline overtime, it shall be assigned to:

   - The capable and qualified employee with the least number of overtime hours credited, who is on duty. If more employees have the same number of hours credited than are needed, the overtime shall be assigned in inverse order of seniority among those who share the same number of hours credited.

Article 6, Section 5, Liquidation, of the Master Agreement shall be modified as follows:

The compensatory time bank shall not exceed eighty (80) hours. Hours worked over eighty (80) hours shall be paid in cash. The bank shall not be liquidated in cash by the Employer or the employee and shall only be liquidated upon separation from employment. This section of the Supplement shall not be included in subsequent agreements between the parties unless mutually agreed upon.

Article 3
Holidays

Article 7, Section 4, Shift Work, of the Master Agreement shall be modified as follows:

The holiday for third shift employees will be the day on which the shift begins rather than where the majority of hours fall.

Article 7, Section 8, Work on a Holiday, of the Master Agreement, shall be modified as follows:

Plant Management: Work on the Fourth of July shall be distributed according to the provisions of Article 6, Section 4 for General Maintenance Workers and Groundskeepers.

InterTech:

1. The five (5) functional work areas for EDP Tech employees for work on a holiday are:

   - Production Control Documentation;
   - Operations Center Services;
   - Storage Management (Tape Library);
   - Systems Operations;
   - Input/Output Operations (Printing and Tapes).

2. The Employer shall choose the classification(s) needed to work the holiday.

3. Requests for the holiday off and/or assignments to work on the holiday shall be based upon State Seniority within/among the applicable classification(s) and applied to each shift.

4. Hours worked on the holiday shall not be credited as overtime worked for purposes of equal distribution.

Article 4
Vacation Leave

Article 8, Section 3, Vacation Period, of the Master Agreement shall be modified as follows:

Requests for a vacation period of less than forty (40) consecutive hours, including holidays and weekends, may be submitted no more than ninety (90) days in advance of the request.

Article 5
Vacancies, Filling of Positions

Article 12, Section 4 (D), of the Master Agreement shall be modified as follows:

All Divisions:

The Appointing Authority may temporarily reassign any employee to another work area, off-site location, and/or shift, for six (6) consecutive months or less.

Article 12, Section 6, Eligibility for Bidding, of the Master Agreement shall be modified as follows:

Plant Management:

Building Services employees represented by the Union shall be eligible to bid on vacant positions within their work area, but outside their work unit.

Employees in the General Maintenance Worker, Lead (Lead) classification shall be eligible to bid on posted General Maintenance Worker (GMW) vacancies. A Lead who successfully bids on a GMW position shall have his/her salary adjusted to the same rate of pay the employee would have received had he/she been on the GMW pay range for the time as both a GMW and a Lead.

GMW Leads with a Recycling option may bid on vacant GMW positions if they meet the minimum qualifications for housekeeping positions. If applicant has held another GMW Lead position, he/she may bid on vacant GMW Lead positions.

For the duration of the 2005-2007 Agreement, there will be a minimum of two (2) work areas (excluding Ely) for Plant Management Unit 202 (Plant Maintenance Engineers only) and Unit 203 Janitorial Days. The Employer shall meet and confer with the Local prior to implementing changes to the work areas.

Article 12, Section 7, Filling of Positions, of the Master Agreement shall be modified as follows:

InterTech:

Employees who accept a transfer into EDP Operations Technician 2 positions with Production Control/Staging and Computer Operations options from EDP Operations Technician 2 positions without options or with other options will be required to serve a six (6)-month probationary period on transfer. Upon acceptance of the position, the employee shall be provided with a checklist of all items on which he/she will be evaluated. An evaluation shall be conducted at three (3) months and six (6) months. At the completion of the probationary period, the employee must demonstrate proficiency in each area specified by management, including the ability to communicate with customers and co-workers. If at the end of the probationary period the employee does not demonstrate sufficient knowledge of production control, current contract language for non-certification shall apply.

Article 6
Work Uniforms

The provisions of the Master Agreement shall be supplemented as follows:

Employees may be required to wear uniforms as a condition of employment; if so, the Appointing Authority shall furnish such uniforms. Laundry Service uniforms currently provided will be maintained by the Appointing Authority. Proper maintenance of purchased uniforms is an employee responsibility. Uniforms shall not be utilized for off duty activity by the employees.

GMWs:

Employees who chose under the 1999-2001 Agreement to be provided full uniforms (shirt and pants) will continue to receive these uniforms unless they do not wear both parts of the uniform. If they do not continue to wear uniform pants, they will receive shirts only. All other General Maintenance Workers will receive only uniform shirts.

Groundskeepers:

Groundskeepers shall be given a one-time choice under the 2003-2005 Agreement of either a full uniform (shirt and pants) or a uniform shirt only. Those current employees who choose the uniform shirt only option shall be required to supply their own pants/jeans. Employees hired after August 1, 2003 shall not have the full uniform option. These employees shall be supplied uniform shirts only.

Materials Transfer Drivers:

Employees are provided with uniform shirts only.

GMWs, Groundskeepers and Materials Transfer Drivers who choose the uniform shirt only (as above):

These employees shall be responsible for the laundering of their uniforms. The employer shall repair/replace uniforms and/or uniform shirts as needed. Pants will be in cotton, cotton/polyester, or jeans and shall be in either black or dark navy blue colors.

Employees working in Building Services and the Materials Transfer Unit shall be permitted to wear shorts during the summer months (May 1 to September 30). The shorts will be at a length just above the knee.

Article 7
Attendance at Union Meetings

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

Employees may be permitted to adjust their hours of work to permit travel time necessary to attend regular monthly Local and Executive Board meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours and shall be at the beginning of the shift.

Employees who desire to make these adjustments must request and be granted approval from their immediate supervisor or other Appointing Authority designee in advance of the meeting date. Requests shall show the hours of release time requested. Approval of these requests shall not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing the day of the meeting.

Employees shall receive no compensation for time spent in such travel, but may utilize vacation leave, compensatory overtime hours, or work extra hours, within the same payroll period, if work is available, to prevent a loss of earnings.

In the event work is available and an employee is authorized to work extra hours to offset time spent in travel to union meetings, the Appointing Authority shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of release time requested and used.

Article 8
Meet and Confer

The parties agree to meet and confer on issues that arise during the term of the Agreement.

DOER Department of Employee Relations
200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155-1603
651.297.1184
TTY 651.282.2699
www.doer.state.mn.us

May 3, 2005

Kurt Errickson, Business Representative
AFSCME, Council 5, AFL-CIO
300 Hardman Avenue South
South St. Paul, MN 55075

SUBJECT: Work Areas and Postings at Plant Management Division of the Department of Administration

Dear Kurt:

At the recently concluded supplement bargaining on the Department of Administration Supplement, extensive discussion occurred surrounding the work areas and job postings for the Plant Management Division, especially for vacancies in the classification of Plant Maintenance Engineer. You expressed concern that the employees be able to retain their existing bidding rights.

Postings will continue to list only one work area; there will also be a statement on the posting that the successful bidder will occasionally be assigned to other work locations both within and outside the work area. There is no intent to have the successful bidder assigned to more than one work area or to have him/her regularly assigned outside of the work area.

Thank you for making us aware of these concerns.

Sincerely,

Tony Brown
Labor Relations Representative Principal
Department of Employee Relations

DEPARTMENT OF AGRICULTURE

Article 1

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

Flextime Plan

Schedule Requests

The flextime plan shall allow an employee to request modification of his/her current work schedule to any schedule which includes forty (40) hours per work week. The normal work week is considered to run Wednesday through Tuesday; however, this period may be adjusted to a different seven- (7)-consecutive-day period by the placement of a memorandum in the employee's personnel file. Consecutive hours of work shall exclude a thirty or sixty minute unpaid lunch period. A schedule must begin no earlier than 6:30 a.m. and end no later than 6:30 p.m. The employee shall request a modification in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the date the requested schedule would go into effect, if approved. Changes in approved flextime schedules shall be made by management only in accord with the provisions of Article 5 of the Master Agreement. Employees may request changes in their approved work schedules by giving the Appointing Authority the notice contained above. Upon mutual agreement by the employee and Employer, the fourteen (14) day notice may be waived.

Review of Requests

The immediate supervisor shall determine to approve or deny the request of the employee within his/her work unit based upon job-related considerations. If there are conflicting requests from employees and the needs of the supervisor require that not all requests may be approved, the supervisor shall approve (if all other considerations indicate approval) the request submitted by the employee with the most state seniority. Should conflicts still exist, they shall be resolved by lot.

The immediate supervisor shall provide the employee with written notice and explanation of the decision within seven (7) calendar days of receipt of the request. If an employee's request is denied, a copy of the written notice and explanation of the decision shall be available to the Union. No request shall be unreasonably denied.

Altered Schedules

Upon assignment of an employee to attend training sessions or other meetings, or upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be temporarily altered for a duration of no more than fourteen (14) consecutive calendar days at a time without regard to the above provisions, provided that it doesn't result in payment of overtime.

If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor, provided such change does not result in the payment of overtime.

Appeals

An employee may appeal the decision of the immediate supervisor to deny or revoke a flextime schedule to the appropriate division director who shall respond in writing and, if not resolved at that level, to the Commissioner's designee who shall respond in writing. The decision of the Commissioner or his/her designee is final and shall not be subject to Article 17 of the Master Agreement.

Article 2
Noon Meals

Article 20, Section 5, (B) of the Master Agreement shall be amended and/or modified as follows:

1. Whereas, the Minnesota Department of Agriculture is unique in that it has many employees assigned to field inspector positions who work out of their homes and who drive either their own personal vehicle or state vehicle on assigned business throughout the course of their normal work day and who are always away from their home station over the normal noon meal period. Therefore, the interpretation of noon meal reimbursement shall be modified as follows:

   Employees shall be reimbursed for the actual cost (not to exceed contract amount) of the noon meal if the employee has traveled more than 35 actual road miles before lunch after leaving his/her permanent work station (excluding employee's hometown).

Article 3
Home Work Station

Article 20 Section 7 of the Master Agreement shall be modified as follows:

The Appointing Authority will provide the employees who are assigned to use their residences as their office or work station either:

1. Payment of the employee's monthly basic service charge on their present telephone (touchtone rate); or

2. Payment of the employee's monthly basic service charge for a second telephone line, including the installation fee (monthly charge would be attached to the employee's expense report).

   When an employee is required to have an answering machine/voice mail as a part of the employment, the employer will provide the machine/ voice mail at no cost to the employee.

Article 4
Part-Time/Unscheduled Employees

The Minnesota Department of Agriculture hereby agrees to change the employment conditions of not more than seven (7) intermittent Grain Sampler I's and five (5) intermittent Plant Industry Inspectors to Part-time/Unscheduled. In order to be included in this employment condition, the present intermittent Grain Sampler I's and Plant Industry Inspectors must have averaged a minimum of 1250 actual hours worked during his/her last calendar year of employment. “Actual hours worked” shall include all scheduled, unscheduled and overtime hours actually worked. The Department of Agriculture further agrees that this change in employment condition to Part-time/Unscheduled will make these employees eligible for insurance benefits under the part-time coverage provisions of Article 19, Insurance, of the Agreement between AFSCME Council No. 5, AFL-CIO and the State of Minnesota. This agreement would have the employer providing the employer's contribution for part-time coverage as noted above. For the purposes of moving intermittent employees into the PT/Unscheduled employment condition, each service point (identified as work location in the seniority roster) will be considered a work area. This employment condition will be offered to the most senior intermittent grain sampler or Plant Industry Inspector in the service point; if declined, the next most senior intermittent sampler or inspector will be offered the change. The offer will progress from most senior intermittent sampler or inspector to least senior intermittent sampler until it is accepted.

Hours will be offered to intermittents by seniority whenever reasonably practicable.

It is further understood that the Department of Agriculture can remove an employee from the PT/Unscheduled employment condition back to intermittent if the employee's annual average

number of actual hours worked drops below 900 hours. In removing an employee from PT/Unscheduled to intermittent, the Department of Agriculture will move the least senior PT/Unscheduled Sampler or Inspector in that service point to the employment condition of intermittent.

It is further understood that in consideration of the above, the Union and Employer agree that, with the exception of the provision of the part-time insurance coverage described above, all other provisions of the contract remain in effect as they pertain to the employment condition of the intermittents.

It is further understood that the Department of Agriculture will not convert more than seven (7) Grain Sampler I or five (5) Plant Industry Inspector positions to the PT/Unscheduled status without consultation with the Union.

The employer agrees to review hours worked for employees who receive coverage under this Agreement prior to the end of the calendar year so that employees who may be in danger of losing their coverage at the end of the calendar year may receive a non-binding advisory. This would be done around November 15th, allowing employees in danger of losing coverage to make alternate plans.

All changes will occur on a calendar year basis.

The parties agree that this article is non-precedential and shall not be referred to by either party in the context of collective bargaining or with other Appointing Authorities.

Article 5
Hours of Work

Article 5, Section 1B and C of the Master Agreement shall be supplemented and/or modified as follows:

The Director of the Grain Inspection Division may change the starting and ending times of an existing shift up to and including two (2) hours for Grain Samplers and non-metro Grain Inspectors with ten (10) hours notice if the work needs dictate. This change shall not result in overtime or penalty pay.

Article 6
Meet and Confer

The Appointing Authority and the Local Union agree to meet and confer regarding the cell phone policy and procedure concerns that were discussed during negotiations, within three (3) months of ratification of the Agreement with DOER representation present.

Article 7
Meet and Confer

The Appointing Authority and the Local Union agree to meet and confer regarding posting and bidding under Article 12 of the Master Agreement.

MINNESOTA BOARD OF ANIMAL HEALTH

Article 1
Purpose

The purpose of this Supplement is to establish a voluntary alternate work schedule at the Board of Animal Health. Each division, as designated by the Appointing Authority, has the option of implementing this program. "Division" is defined as a specified number of AFSCME employees who report directly to one immediate supervisor. If necessary, the work week shall be changed to conform with the Fair Labor Standards Act.

Article 2
Alternate Work Schedule Request

This schedule is based on a Wednesday through Tuesday (40 hour) work week over a two (2) week (80 hour) payroll period. The alternate work schedule shall allow an employee to request modification of his/her work schedule to the following: eight and one-half (8-1/2) consecutive hours eight (8) days per pay period and eight (8) consecutive hours one (1) day per pay period and four (4) consecutive hours one (1) day per pay period. The eight and one-half (8-1/2) hour scheduled days shall be from 7:30 AM to 4:30 PM or from 8:00 AM to 5:00 PM. Consecutive hours work shall exclude the normal unpaid lunch period. The employee shall request participation in this program in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the starting date of the schedule. Changes to an employee's work schedule can be submitted for consideration twice during a fiscal year. Requests shall be submitted by October 1 and/or April 1. Once the program is in effect, an employee may request to revert back to the original 8:00 a.m. - 4:30 p.m. schedule by providing a fourteen (14) calendar day notice to his/her immediate supervisor. Changes will take effect at the beginning of the first pay period following management's approval of the request.

The Employer retains the right to deny individual requests under this program, and with fourteen (14) calendar days notice, to end an individual's participation in the alternate scheduling program where it would adversely affect the operation of the group. The Employer's decision in this regard are not subject to the grievance procedure in Article 17 of the Master Agreement. An employee may appeal their supervisor's decision in this regard to the Executive Secretary or designee. If it is necessary to limit the number of participants within a division, the Employer shall approve the request(s) from the employee(s) with the most seniority within the division.

Article 3
Holidays and Paid Leave Hours

If a holiday falls on an employee's scheduled four (4) hour day, the employee may request a change in the days of work within the same pay period with the approval of the supervisor or shall be paid for eight (8) hours and work eight (8) hour days for the pay period. If a holiday falls on an employee's scheduled eight and one-half (8-1/2) hour day, the employee shall be paid for eight (8) hours and adjust their schedule to ensure an eighty (80) hour pay period.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time charged to the paid leave or taken as unpaid leave shall be for the total hours they would have otherwise been in attendance at work that day.

Article 4
Hours of Work

This Supplemental Agreement hereby amends Section 2, Subdivision B-1 and 2 of Article 5 of the Master Agreement so as to recognize the legitimacy of an eight and one-half (8-1/2) hour work day.

No additional paid rest periods shall be provided to an employee participating in this program.

The supervisor may temporarily adjust an employee's alternate schedule for vacations, emergencies or training.

Article 5
Meet and Confer

This supplemental agreement shall be in effect for an indefinite period, or until further negotiated, beginning the effective date of the Agreement. Should problems occur, the parties agree to meet and confer in an effort to resolve the issues. If the meet and confer cannot resolve the issues, the local union reserves the right to terminate this program for any division by providing thirty (30) calendar days written notice to the other party.

DEPARTMENT OF COMMERCE

Article 1
Expense Allowances

Article 20, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Definition. "Work Station" means a specific location (home/office) from which an employee generally carries out his/her official duties or assignment.

Section 2. Eligibility. An employee shall be eligible for noon meal reimbursement when the distance from his/her work station to the field assignment that day exceeds a radius of thirty-five (35) miles from the assigned work station or when an employee is required by the Employer to participate in a job related training conference with other employees from this department, providing the assignment extends through the normal lunch period and is approved in advance by the Employer. The reimbursement for the cost of the noon meal shall be in accordance with Article 20, Section 5 of the Master Agreement.

Section 3. Trainer/Instructor Status. When an Investigator I, Heavy, or an Investigator II, functions as a trainer or instructor, he/she shall be reimbursed for lunch at the appropriate rate, as determined by Article 20 of the Master Agreement.

Article 2
Attendance at Union Meetings

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

Employees may be permitted to adjust their hours of work to permit travel time necessary to attend regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request and be granted approval from their immediate supervisor or other Appointing Authority designee five (5) calendar days in advance of the meeting date. Requests shall show the hours of release time requested. Approval of these requests will not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing on the day of the meeting. Employees shall receive no compensation for time spent in such travel, but may utilize vacation leave, compensatory overtime hours, or work extra hours, within the same payroll period, if work is available, to prevent a loss of earnings.

In the event work is available and an employee is authorized to work extra hours to offset time spent in travel to union meetings, the Appointing Authority shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of release time requested and used.

Article 3
Tools and Equipment

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

The Appointing Authority shall indemnify each employee up to a maximum of $800.00 for losses caused by fire, wind, or theft by forcible entry, of tools and equipment supplied by the employee and used in the performance of work and when in the care of custody of the Appointing Authority.

It shall be the responsibility of each employee to furnish a complete list of tools and equipment to be indemnified, including an accurate description and replacement cost to their immediate supervisor and to have that list approved by the supervisor in writing within thirty (30) days from the date of this Agreement.

In any losses covered by this provision the tool or equipment will be replaced with like tools or equipment purchased by the Appointing Authority through the State contract purchasing or through the State bidding procedures. In no cases will employees be paid in cash for their losses. The Appointing Authority reserves the right to withhold approval on any tools or equipment deemed unnecessary.

The provisions of this Article do not apply to any tools or equipment not included on an approved list and in no case apply to AM/FM Radios.

Article 4
Vacancies, Filling of Positions

The provisions of the Master Agreement, Article 12, Section 6, shall be supplemented and/or modified as follows:

Employees in the class of Weights and Measures Investigator I shall have the ability to bid into the class of Weights and Measures Investigator I, Heavy, and vice versa, based upon combined classification seniority (melding classification seniority in Weights and Measures Investigator I with Weights and Measures Investigator I, Heavy). This exception shall be applicable to bidding only. Ties shall be broken by State Seniority first, then by lot.

Article 5
Work Out of Class

Article 18, Section 6, of the Master Agreement shall be supplemented and/or modified as follows:

When an employee in the classification Weights and Measures Investigator I is expressly assigned to perform all duties of a position in the classification Weights and Measures Investigator I, Heavy, and such work out of class assignment exceeds two (2) consecutive working days in duration, the employee shall be paid for all such hours at a rate which is equal to the minimum rate for the Weights and Measures Investigator I, Heavy class or one (1) step higher than the employee's current salary, whichever is greater.

Article 6
Work Uniforms

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance and cleanliness of uniforms is an employee responsibility. Uniforms shall not be utilized for off-duty activity by the employee.

Prior to the purchasing and issuing of any uniforms, the Employer agrees to meet and confer with the Local Union.

Article 7
Flextime

Article 5, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Investigators in the Weights and Measures Division who work four (4) consecutive ten (10) hour days shall be allowed, with the approval of their supervisor, to adjust their week day off during the same pay period to cover a day lost due to inclement weather.

DEPARTMENT OF CORRECTIONS

ALL SENIORITY UNITS

Article 1
Hours of Work

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

Meal Periods

Employees shall not normally be required to work during their meal period. Those employees who by the nature of their work are required by their supervisor to remain in a duty status during their meal period may, with the approval of their supervisor, either shorten their work day by the length of the meal period or else have their meal period counted as time worked and be paid at the appropriate straight time or overtime rate, whichever is applicable.

Sentence to Service/Institution Community Work Crew Program

The provisions of Article 5, Hours of Work, are amended for Sentence to Service Crew Leaders and Carpenters working in the STS/ICWC Program as follows:

Section 1B. Each STS Crew Leader/Carpenter may establish their own individual work shift subject to approval by the STS Supervisor.

Section 1C. Schedule posting requirements may be waived with the agreement of the employee.

Section 3A2. STS Crew Leaders/Carpenters are under the language for Extended Operations.

Section 3B. The normal work day shall consist of eight (8), nine (9) or ten (10) hour days as approved by the STS Supervisor.

The normal work period shall consist of a total of forty (40) hours in an employee's designated seven (7) day work period.

Compensatory Time

Article 6, Section 5 shall be supplemented and/or modified as follows:

Once per fiscal year, the Employer may offer the employee the ability to liquidate all or a portion of the compensatory bank with thirty (30) calendar days advance written notice to the Local Union.

Overnight Activities

For all employees at Juvenile Facilities, the total compensation granted employees 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, except as it conflicts with state or federal law.

Article 2
Holidays

Article 7 shall be supplemented and/or modified as follows for Units 2, 3, 4, 6 and 7:

Section 3. Substitute Holidays. An Appointing Authority may designate substitute days or floating holidays for the observance of Veteran's Day, President's Day, the day after Thanksgiving, Memorial Day and Labor Day with the agreement of the Local Union at least thirty (30) days in advance of such change.

Article 3
Vacations

If the employee requesting vacation time off could have the vacation hours in his/her bank by the time of the requested period, once granted as vacation, the employee may use compensatory time banked, vacation leave accrued, or any combination thereof to cover the approved time off.

If any facility or seniority unit where other bargaining units have an agreement to submit vacation requests more than six (6) months, Section 3 is hereby modified to conform to those periods of time.

Article 4
Leaves of Absence

Article 10 of the Master Agreement shall be modified/supplemented as follows:

Hostage Leave

The Employer and the Union agree that under Article 18, Section 10, Injured on Duty Pay, persons employed in a correctional institution who suffer a disabling injury as a direct result of a life-threatening hostage incident, who otherwise meet the stated criteria contained therein, may be authorized by the Appointing Authority for injury on duty pay on the basis of psychological or mental illness suffered therein without demonstration of physical injury.

An Appointing Authority may require the employee to be examined by a psychiatrist, physician or other qualified medical practitioner to verify the employee's medical condition, need for such time off, and the length of time needed. In no case shall injury on duty pay extend beyond two-hundred forty (240) hours.

Military Leave

Employees who are Guard/Reserve members shall be allowed to work their regular days off and use the time to attend military drill weekends. When possible, notice of orders will be given to the supervisor fourteen (14) days in advance and orders will be submitted when available.

Article 5
Vacancies, Filling of Positions

Article 12 of the Master Agreement shall be supplemented and/or modified as follows:

Work Areas

Adult correctional facilities shall establish more than one work area for Unit 6 employees.

Required Probationary Period

If the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, the Appointing Authority and the Local Union may agree to an extension not to exceed three (3) months.

Article 6
Grievance Procedure

Article 17, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

Grievance meetings at which the Step 2 Employer representative is also the Appointing Authority for the third step of the grievance procedure shall be considered to be both the second and third step grievance meetings.

Article 7
Wages

Article 18 of the Master Agreement shall be supplemented and/or modified as follows:

Officiating

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 occasional or sporadic employment duties will not have these hours counted as hours worked for purposes of determining eligibility for overtime either under Article 17 of the Agreement or under federal law.

Corrections Trades Differential

Employees who were receiving Corrections Trades Differential prior to July 26, 1989 shall have the differential placed into their base rate of pay per hour and shall not receive any other compensation noted below.

Effective July 26, 1989, employees in Unit 2 positions who are specifically assigned by the Appointing Authority to supervise inmates in institutions of the Department of Corrections shall receive a sixty cents ($.60) per hour differential for each hour of such assignment. This differential shall not be paid for sick leave, vacation, compensatory time off or holidays.

Article 8
Expense Allowances

The provisions of Article 20 of the Master Agreement are supplemented as follows:

A. **Uniforms**. Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance and cleanliness of uniforms is an employee responsibility. Uniforms shall not be utilized for off-duty activity by the employee. Where the Appointing Authority has maintained uniforms, it will continue to do so provided staffing and facilities are available.

B. **Protective Clothing**. Employees required to wear protective clothing or safety devices as a condition of employment shall have such clothing or devices furnished and maintained in proper working condition by the Appointing Authority.

C. **Clothing Damage**. An employee will be reimbursed for injury to or loss of his/her personal property while acting within the scope of his/her employment, pursuant to Minnesota Statutes 3.66 through 3.84 and in accord with procedures established by the Department of Corrections.

D. **Uniform Committee**. The Union shall be entitled to select a representative to serve on the uniform committee where one exists, and such representative shall meet without loss of pay.

Article 9
Affirmative Action Committees

When vacancies occur on the institution-level affirmative action committees, the Local Union may submit names to the Appointing Authority for consideration to serve on the committee.

Article 10
Supervisory Conferences

Supervisory conferences with employees shall be documented in writing within five (5) days of the conference. The employee shall receive a copy of this documentation, and the employee may respond to the written documentation.

MINNESOTA CORRECTIONAL FACILITY/OAK PARK HEIGHTS

Article 1
Overtime Distribution

Article 6, Overtime, and the Department of Corrections Supplemental shall be supplemented and/or modified as follows:

Corrections Manufacturing Specialist Overtime

Overtime will first be offered to the Specialist(s) who normally do the work, in order of Classification Seniority. Should the Specialist(s) who normally do the work decline the overtime, it shall be offered to all other capable Specialists in order of Classification Seniority. In the event all capable Specialists decline overtime, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among all capable Specialists.

Physical Plant Snow Removal Overtime

Groundskeepers will always be called in first for snow removal overtime as part of their duties. A snow removal overtime list will be established each year prior to the snow removal season for all other physical plant staff who wish to be contacted for such overtime. In the event additional staff are needed for snow removal, those staff who are on the snow removal list will be contacted in the order of State Seniority until a sufficient number of employees have been obtained for the overtime assignment. If the employee is not at home or an answering machine is contacted, no message will be left and a no answer for overtime will be assumed. All employees on this list will receive snow removal training.

If an insufficient number of employees on the snow removal list are available for the snow removal overtime, the Appointing Authority shall have the right to assign overtime to the appropriate number of physical plant staff based upon inverse order of State Seniority. The Appointing Authority shall retain the right of approval of all employees volunteering or required to perform snow removal duties based upon the supervisor's determination of the employee's ability to perform all such duties.

Article 2
Vacation Leave

Article 8, Vacation Leave, Section 3, Vacation Period, shall be supplemented and/or modified as follows:

Vacation requests of four (4) hours or more will take precedence over requests of less than four (4) hours.

Vacation requests shall not exceed three (3) weeks past the six (6) months time frame on the submission of requests.

Article 3
Vacancies, Filling of Positions

Article 12, Section 4D of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority may temporarily reassign any employee to another work area and/or shift for eight (8) consecutive months or less.

MINNESOTA DEPARTMENT OF EDUCATION

Article 1
Attendance at Union Meetings

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

Employees may be permitted to adjust their hours or work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed one (1) hour.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Appointing Authority designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at Union meetings, but may utilize vacation leave or work extra hours, within five (5) working days, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at Union meetings, the Appointing Authority shall have no liability for overtime hours of pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a Union meeting.

Article 2
Bidding

The provisions of Article 12, Section 6 of the Master Agreement shall be supplemented and/or modified as follows: In the event a vacancy occurs within the AFSCME bargaining units, that position shall be posted and filled according to Article 12 of the AFSCME Agreement, and shall be open for bids from all eligible employees within that classification within the Minnesota Department of Education excluding the Residential Academies.

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

Article 1

Article 15, Section 3C of the Master Agreement shall be supplemented and/or modified as follows:

Layoff Notification

Layoffs which are necessary shall be on the basis of inverse Classification Seniority (Units 2, 3 and 7) or State Seniority (Unit 6) within employment condition, seniority unit, and work location. The Appointing Authority shall send a layoff notice to the employee with the least Classification Seniority in the same class (or class option), employment condition, shift and seniority unit within the work location of the position to be eliminated. Work locations for this Article are listed in Appendix A of this Supplement.

The balance of the layoff procedure shall be accomplished in accordance with the Master Agreement beginning at Article 15, Section 3D1b.

Filling Positions Vacated by Layoff

If the Appointing Authority determines to fill the position vacated by the employee who has received the layoff notice, the Appointing Authority shall have the option of requesting volunteers from among employees in the same class (or class option) and same employment condition and shift in the subdivision of the work location of the position to be eliminated, or may reassign the least senior qualified employee from the same class (or class option), employment condition and subdivision of the work location. However, if the Appointing Authority requires volunteers and one or more employees volunteer for reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the Appointing Authority shall reassign the least senior qualified employee in the same class (or class option) and same employment condition and shift in the subdivision of the work location of the position to be eliminated to the position vacated by the noticed employee.

Article 15, Section 3D of the Master Agreement shall be supplemented and/or modified as follows:

An employee who is to be bumped a third time within a six (6) month period shall have the option to be laid off rather than accept a vacancy or bump another employee.

Article 2
Bidding From Layoff

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

The Appointing Authority shall not consider a bid by an employee if acceptance of the bid would create a layoff or bumping situation nor accept a bid from an employee if acceptance of the bid would prevent the recall of a more senior employee from the Seniority Unit Layoff List laid off from the same class, employment condition, and location.

Article 3
Seasonal Employees

The schedules of anticipated seasonal layoffs by work location shall be provided in a letter sent to the Union and posted in any work area where seasonal employees are working.

Article 4
Employee Lists

Upon request, but not more than every six (6) months, the Appointing Authority shall provide the Local Union with the staff complement for each work area (alpha sort and location code sort).

DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT

APPENDIX A

LIST OF WORK LOCATIONS

Work Location	Subdivision
Metropolitan Area	
Commissioner's Office	
Communications and Marketing	
Research and Analysis	
Fiscal Management	
Human Resources –	
Office of Diversity and Equal Opportunity	
Training and Development	
Governor's Workforce Development Council	
Business Information Technology	
Internal Security	
Technology Support	
Systems and Programming	
Business and Community Development	
Trade	
Education and Information	
Export Promotion	
Business and Community Finance	
Business Development	
Workforce Services	
Disability Determination Services	
Medical Services	
Operations	
Staff Services	
Labor Market Information	
State Services for the Blind	
Statewide Systems	Dakota County Workforce Center
Rehabilitation Services	
Rehabilitation Services Administrative Office	Midway
Metro Area Office	North St. Paul
	Minneapolis Northeast
	Minneapolis American Indian Center
	Brooklyn Park
	Hennepin South
	Shakopee RS
	Minneapolis South
	Downtown St. Paul
	Anoka County WFC
	Hennepin North

Local Labor Exchange
Administrative Programs
Field Operations
Metro Area Office

Mpls. North WFC
Mpls. South WFC
Hennepin South WFC
Hennepin North WFC
Shakopee WFC
St. Paul Midway WFC
St. Paul Downtown WFC
Ramsey Cty WFC
Woodbury WFC
Dakota Cty Northern WFC – W. St. Paul
Anoka Cty WFC

Outstate Work Locations		Subdivision
Albert Lea		Albert Lea WFC
Alexandria		Alexandria WFC
		Alexandria RS
Austin		Austin WFC
		Austin RS
Bemidji		Bemidji WFC
		Bemidji RS
		Bemidji SSB
Brainerd		Brainerd WFC
		Brainerd RS
		Brainerd SSB
Cambridge	Cambridge WFC	
		Cambridge RS
Crookston		Crookston WFC
		Crookston RS
Cloquet		Cloquet WFC
		Cloquet RS
Detroit Lakes		Detroit Lakes WFC
Duluth		Duluth WFC
		Duluth RS
		Duluth SSB
East Grand Forks		East Grand Forks WFC
Fairmont		Fairmont WFC
		Fairmont RS
Faribault		Faribault WFC
		Faribault RS
Fergus Falls		Fergus Falls WFC
		Fergus Falls RS
Grand Rapids		Grand Rapids WFC
		Grand Rapids RS
Hibbing		Hibbing WFC
		Hibbing RS
		Hibbing SSB
Hutchinson		Hutchinson WFC
		Hutchinson RS
International Falls		International Falls WFC
		International Falls RS
		Litchfield WFC
Little Falls		Little Falls WFC
		Little Falls RS

Mankato	Mankato WFC
	Mankato RS
	Mankato SSB
Marshall	Marshall WFC
	Marshall RS
	Marshall SSB
Monticello	Monticello WFC
	Monticello RS
Montevideo	Montevideo WFC
Moorhead	Moorhead WFC
	Moorhead RS
	Moorhead SSB
Mora	Mora WFC
New Ulm	New Ulm WFC
Owatonna	Owatonna WFC
Park Rapids	Park Rapids RS
	Park Rapids WFC
Red Wing	Red Wing WFC
	Red Wing RS
Rochester	Rochester WFC
	Rochester RS
	Rochester SSB
Roseau	Roseau WFC
	Roseau RS
St. Cloud	St. Cloud WFC
	St. Cloud RS
	St. Cloud SSB
St. Peter	St. Peter RS
Stillwater	Stillwater CVRP
Thief River Falls	Thief River Falls WFC
	Thief River Falls RS
Virginia	Virginia WFC
	Virginia RS
Wadena	Wadena RS
	Wadena WFC
Waseca	Waseca WFC
Willmar	Willmar WFC
	Willmar RS
Winona	Winona WFC
	Winona RS
Worthington	Worthington WFC
	Worthington RS

Unemployment Programs	
UI Projects	
UI Integrity Assurance	Benefit Payment Control
Field Audit	
UI Program Analysis	
Legal Affairs	
Organization Development	
UI Customer Service Centers	Roseville
	Virginia
	St. Cloud
	St. Paul

Workforce Partnerships
- Job Skills Partnerships
- Program Support
- Community Based Services
- Monitoring
- Adult/Dislocated Worker/TAA/JSPB Coordinator

MINNESOTA STATE ACADEMIES

Article 1
Summer Program

The provisions of the Master Agreement are supplemented as follows:

An employee may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the employee. Once the employee elects to sign the waiver of recall, such employee shall not be able to exercise his/her seniority rights for recall for the duration of the summer program. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Local Union and the employee. Any waiver of recall by an employee is not to be considered a refusal to return to work and shall not be considered to be a break in continuous service.

This Section does not, in any way, constitute a forfeiture of the Appointing Authority's right to recall laid off employees, wherever necessary, to carry out the functions and needs of the summer school programs.

Any work which becomes available on an emergency or temporary basis shall first be offered to current employees in lay-off status, in order of Classification Seniority (as defined in point #8 of this Article) for Units #2 and #3 or State Seniority for Units #4 and #6 in the related classifications.

Notification of intent to return to work may be made in writing and hand delivered provided however that a written receipt of such notification is given.

Article 12 of the Master Agreement (Vacancies and Filling of Positions) and Article 15 of the Master Agreement (Layoff and Recall) shall be supplemented and/or modified as follows:

1. Summer Program: Twenty-five (25) days prior to the end of the academic year, the Appointing Authority shall post lists of all positions including the class, the general description of the duties, the shift and the normal hours of work, which will be available for summer program.

2. Employees then have five (5) working days to submit bids indicating all positions for which they desire recall ranked in order of preference. Employees will also indicate if they desire to be recalled to a class in which they previously served in the event they are unable to obtain a position in their present classification.

3. On the fifth working day following the close of bidding, the Appointing Authority will notify employees of the date which they will be laid off and the date of recall for the beginning of the next academic year. Employees who have secured a summer program position shall receive notification which includes the summer program position they have obtained, the duties of summer program, and the date of recall for the beginning of the next academic year. Layoffs shall be treated as seasonal layoffs unless the notice received by the employee indicates otherwise.

4. Summer program bids will be awarded and vacant positions in the Human Services Technician (HST), Special Education Program Assistant (SEPA), Residential Program Lead (RPL) or Recreation Program Assistant (RPA) classification shall be filled by recall of laid off employees, in State Seniority order, from the school where the vacancy exists, who are currently appointed or have previously served in such classifications. An employee must accept recall to his/her currently appointed class before accepting recall to a previously served in class.

5. In the event a summer program position in the class HST, SEPA, RPL or RPA becomes vacant at either the Academy for the Deaf or the Academy for the Blind, the Appointing Authority will first offer the position to employees who are on layoff from the Academy where the vacancy exists as outlined in this Section.

6. If all eligible employees from the Academy where the vacancy exist have obtained summer program positions or have waived their right of recall, the summer program position shall next be offered to employees from the other Academy who were either: a) unable to obtain a summer program position; b) obtained a position in a lower classification because no position in their classification was available; or c) obtained a less than full-time position.

   Such positions shall be posted for three (3) working days and employees listed in a, b, or c, who desire to bid on these positions must submit such bids within these three (3) working days. On the second working day following the close of bidding, employees who have secured a summer program position shall receive notification which includes the summer program position they have obtained, the duties of summer program, and the date of recall for the beginning of the next academic year.

   If vacancies again become open at an Academy because employees have exercised rights above, these newly opened positions shall be posted for three (3) working days and employees in a, b or c above, who desire to bid on the newly-opened positions must submit such bids within these three (3) working days. On the second working day following the close of bidding, employees who have secured a summer program position shall receive notification which includes the summer program position they have obtained, the duties of summer program, and the date of recall for the beginning of the next academic year.

   In all cases the position shall be offered to employees in order of Classification Seniority for Units #2 and #3 and State Seniority for Units #4 and #6, provided the senior employee's ability and capacity to perform the job are relatively equal to that of the other bidders.

   When it is necessary to reduce numbers of staff, the reductions shall first be made from the employees who bid from the other Academy. Such employees shall return to their respective Academy and resume their previously awarded bid.

7. Summer program bids will be awarded and vacant positions shall be filled by recall of laid off employees in Classification Seniority order for the classifications of Food Service Worker, Cook or Cook Coordinator and Dining Hall Coordinator, and in State Seniority order for the classifications of Licensed Practical Nurse I (LPN I) and Licensed Practical Nurse II (LPN II), who are currently appointed to or who have previously served in such classification. An employee must accept recall to his/her currently appointed class before accepting recall to a previously served in class.

8. For purposes of this Supplemental Agreement only, Classification Seniority, upon recall, shall include Classification Seniority in all higher related or equally related paid classes in which the employee has served with the State of Minnesota.

9. Employees accepting recall to classes in which they have previously served shall retain their present salary unless that salary exceeds the maximum rate of pay for the new position, in which case the employee's salary shall be adjusted to the new maximum.

10. Vacation leave hours used by employees covered by this Supplemental Agreement to extend their work season shall be paid at the rate at which they are earned.

11. Employees who bid on summer program positions and intend to use leave for periods of three (3) days or more, during the summer program session, are expected to request the use of leave at the time they submit their bids.

12. An employee who does not make a successful bid shall indicate his/her interest (in writing) in picking up hours which become available.

Article 2
Hours of Work

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

If the work schedule to be worked upon recall from layoff at the beginning of an academic year is the same as was worked in the preceding academic year, the fourteen (14) calendar day posting requirement of Article 5 shall not apply. The Appointing Authority, at the time of notification of recall, shall notify those employees recalled from layoff status of any changes from that anticipated work schedule.

Article 3
Work Schedules

If due to a change in the operation of a unit/program, it becomes necessary to permanently change the scheduling pattern of full-time employees in the interest of efficient operations, to meet the needs of the public or the Appointing Authority, to provide more beneficial student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. At the request of the Local Union, the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C) of the Master Agreement.

The Appointing Authority and Local Union may mutually agree to alter the terms of the section titled "Hours of Work."

Employees who voluntarily attend in service training of less than two (2) hours shall be paid only for those hours of attendance.

Article 4
Flextime Scheduling

The Appointing Authority and the Local Union may mutually agree to a flextime scheduling plan.

Article 5
Permanent Layoff

Article 15, Section 3, D 3 of the Master Agreement shall be modified by providing the following, additional options to employees who receive notice of permanent layoff:

1. Bump the least senior employee in the same insurance eligible status within the same work area or the seniority unit; or,

2. Bump the least senior employee in a different insurance eligibility status within the work area or the seniority unit.

Employees on permanent layoff may be appointed to an intermittent, temporary or emergency position; such appointment shall not be considered a recall.

Seasonal Layoff

Article 15, Section 4B of the Master Agreement shall be supplemented and/or modified as follows:

Employees 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.

Employees engaged on an academic year who are not working summer school, shall, within one week of the completion of all summer school bidding, designate the amount of vacation leave hours to be used during the fiscal year. Employees engaged in summer school shall, prior to July 1 of each year, designate the amount of vacation leave hours to be used. Such employees shall indicate the vacation hours they intend to use, pay period by pay period, through the beginning of the next academic year. Employees may use any amount of vacation time available to them, up to a total of eighty (80) hours per pay period. The amount of vacation time used need not be the same for each pay period. Use of such accumulated vacation leave shall not entitle employees for holiday pay eligibility or conversion of vacation leave to sick leave. Such vacation shall be paid at the rate at which it was earned.

Limited Interruptions of Employment

Article 15, Section 6 shall be modified as follows:

Limited interruptions of work shall not exceed ten (10) consecutive working days. All other provisions of Article 15, Section 6 shall apply.

Article 6
Vacation

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

Employees may use accumulated vacation to cover academic breaks. Such vacation shall be paid at the rate at which it was earned.

Article 7
Limited Work

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

If work is not available for all scheduled employees to work on weekends, homegoing and return days, the available work shall first be offered to the most senior employee in order of Classification Seniority for positions in Units #2 and #3 or State Seniority for positions in Units #4 and #6 in the same job class and in the same work area who are capable of performing the work available. Should the senior employee choose not to accept the work, the next most senior capable employee shall be offered the work. In the event all capable employees decline the work, the Appointing Authority shall have the right to assign the work based upon inverse order of Classification Seniority for positions in Units #2 and #3 or State Seniority for positions in Units #4 and #6 among capable employees.

If a more senior employee must be rescheduled to work the above available work, the Appointing Authority is not liable for overtime pay.

Employees scheduled to work a midnight to 8:00 a.m. shift on the day following the students' return shall not be required to work an afternoon shift during the day of the students' return.

Article 8
Overtime

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

In the event all capable employees in the same shift and work area decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority for positions in Units #2 and #3 or State Seniority for positions in Units #4 and #6 among capable employees. In all instances, the overtime work shall first be assigned to employees on the shift immediately preceding or any shift ending within three hours of the overtime assignment.

Employees returning from leaves of absence shall be credited with the number of overtime hours equal to the highest number credited to any current employee in the same class and same work area.

The record of each employee's accumulated overtime hours worked and overtime offered but not worked shall be adjusted to 0 (zero) once each year immediately prior to the start of the academic year.

In the case of special summer programs, overtime shall first be offered to employees who are working in that specific program.

Tate Hall and Frechette Hall are each a work unit and are considered one work area. Overtime shall first be offered to employees within the work unit. If no staff accepts the overtime, it will then be offered in the other work unit of the Tate/Frechette work area. If the overtime need is not filled after offering to the other work unit, the work unit where the overtime originated will be required to cover based upon inverse order of State Seniority.

Article 9
Attendance at Union Meetings

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

Local Union officers and stewards shall be allowed to adjust their work schedules to attend Local Union and Local Executive Board meetings.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Appointing Authority designee five (5) calendar days in advance of the meeting date. If adjustment includes release time in the middle of the shift, the request shall include an indication of the length of the release time. Approval of these requests will not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at Union meetings, but may utilize vacation leave or work extra hours, within five (5) working days, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at Union meetings, the Appointing Authority shall have no liability for overtime hours of pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a Union meeting.

Article 10
Overnight Activities

The total compensation granted employees assigned to overnight activities which involve the supervision of students when such assignments are twenty-four (24) consecutive 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.

Article 11
Eligibility for Bidding

Article 12, Section 6 of the Master Agreement shall be modified as follows:

Intermittent employees shall not be eligible to bid.

Employees who are not eligible bidders (because they are on the same shift and in the same employment condition and work area) who express interest in a vacant position shall be given consideration before the posting/bidding process begins. Such expressions of interest will be granted in Classification Seniority order for positions in Units #2 and #3 or in State Seniority order for positions in Units #4 and #6, unless there is a programmatic reason for denial.

Article 12
Probation

Article 12, Section 10C of the Master Agreement shall be modified as follows:

The Appointing Authority may extend the probationary period up to three (3) months (or the equivalent number of hours if the employee is intermittent or less than half-time) as long as the Local Union agrees in writing.

Upon completion of the probationary period, the letter extending the probation will be removed from the employee's personnel file.

Article 13
Training Meet and Confer

The Appointing Authority and Local Union agree to meet and confer to discuss training needed by employees and other training issues. This meet and confer shall be scheduled near the beginning of the academic year.

Article 14
Part-Time Hours Procedures

In accordance with current practice, part-time or full-time employees will first be allowed to work additional available hours to make up for hours lost due to a reduction in the employee's schedule.

If additional hours are still available, part-time employees in the food service area and part-time employees in the HST and SEPA classifications may work additional hours within the fourteen (14) day posting period at the straight time rate in accordance with the following procedure:

If additional work is needed within the fourteen (14) day posting period, and the work cannot be performed by previously scheduled employees (i.e., temporary reassignment), the Appointing Authority shall first offer this work to part-time employees in order of state seniority in the work area. If a part-time employee accepts the offered work, the part-time employee shall not be eligible for "penalty pay."

A part-time employee would not be eligible to be offered such work if the additional hours would result in the payment of overtime pursuant to the Fair Labor Standards Act.

If no eligible part-time employee accepts the work, the Appointing Authority is not required to assign the work to a part-time employee. For example, the Appointing Authority may use one of the following methods of securing resources (this list is not inclusive):

- ~~α.~~ use of an intermittent employee;
- ~~β.~~ use of a non-bargaining unit employee;
- ~~χ.~~ overtime.

Any hours assigned to part-time staff beyond the fourteen (14) day posting period are not subject to the provisions of this agreement.

If a part-time employee is assigned the work as overtime, the part-time employee shall be eligible for overtime pay pursuant to the collective bargaining agreement.

Any additional hours worked by a part-time employee under this provision shall not be considered in a part-time employee's eligibility for health insurance.

Temporary employees are not covered by this agreement.

When an employee works sixteen (16) hours or fewer in a pay period, the employee may assign these straight-time hours to the compensatory bank provided for in Article 6 of the Master Agreement.

Either party may terminate this procedure in whole or for a specified work area within thirty (30) days written notice to the other party. In the event this procedure is terminated by either party, the normal overtime provisions of the agreement shall apply.

Article 15
Extracurricular Assignments

Payment to employees who are offered and accept extracurricular assignments shall be paid the same rates specified in the 2005-2007 State Residential Schools Education Association Agreement.

Article 16
Alternate and Substitute Holidays

An employee may assign straight-time hours earned as substitute holidays designated under Article 7, Section 3, of the Master Agreement, and alternate holidays earned under Article 7, Section 8, of the Master Agreement, to the compensatory bank provided for in Article 6 of the Master Agreement. Such assignment must be made at the time the substitute or alternate holiday is earned.

Article 17
Labor/Management Committees

Article 31, Section of the Master Agreement is supplemented as follows:

During the first twelve (12) months following the effective date of this Agreement, the parties agree that the starting times of the Local Labor/Management Committee meetings will be rotated, with every other meeting starting at 4:00 p.m. After the twelve (12) months, the parties agree to meet and evaluate this arrangement to determine if it is desirable to extend it, and it shall be extended upon the parties' mutual written agreement.

Minnesota State Academies

June 8, 2005

Barb Sasik
AFSCME Council No. 5
300 Hardman Ave. S., Ste. 3
South St. Paul, MN 55075-2470

RE: New Employee Orientation

Dear Barb:

As part of the negotiations with AFSCME for the 2005-2007 Agreement, we had discussions regarding the opportunity for AFSCME representatives to attend formal group orientation for new employees. The Academies will make every reasonable effort to schedule any such group orientation sessions during hours/days that union representatives are available to attend. It is our understanding that no more than two (2) union representatives will attend, and if they are scheduled to work during the time that such session is held, they shall be allowed to attend with no loss of pay.

Sincerely,

Martina Hagen
Human Resources Director

Academy for the Blind
400 S.E. 6th Avenue
Faribault, MN 55021

Academy for the Deaf
615 Olof Hanson Drive
Faribault, MN 55021

GAMBLING CONTROL BOARD

Article 1
Flex-Time Schedules

Should the current hours of the Gambling Control Board change over the duration of the Master Agreement, the Appointing Authority shall provide the local union with a thirty (30) calendar day written notice of such change, and, if requested, by the local union, the Appointing Authority and the local union will meet and confer to discuss possible flex-time options.

DEPARTMENT OF HUMAN SERVICES - ALL FACILITIES

Article 1
No Layoff Agreement

Section 1. 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 re-structuring plan.

The parties agree to the following terms in order to ensure that fair and equitable arrangements are carried out to protect the interests of affected State employees under the re-structuring. These terms shall be part of the collective bargaining Agreements between 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 person employed by a State-operated treatment center or nursing home except a temporary employee, intermittent or emergency employee shall suffer a reduction in pay or be involuntarily laid off. Hours of work of full-time unlimited employees shall 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.

   Employees hired on or after August 1, 2005 shall retain only those rights provided for under the normal separation procedures.

   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 re-structuring 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 re-training of staff who, as a result of re-structuring, 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 re-training with public institutions or post-secondary education.

6. Procedures for notifying employees affected by the re-structuring 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 the Memorandum are non-precedential.

8. Every effort will be made to communicate openly and have common understanding between the State and labor organizations affected by the re-structuring plan, including the establishment of joint labor and management committees.

9. The term of this Agreement for each facility extends until the completion of the re-structuring at that facility.

Section 2. Employee Mitigation to Layoff. For employees whose positions will be eliminated by implementation of the department's re-structuring 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 options;
3. normal separation including recall rights.

Employees hired after August 1, 2005 and whose positions are eliminated will be provided with only those rights under the normal separation procedures 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 - 1.4] 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 - 1.4 at a later time, unless the employee's position is subsequently eliminated as a result of re-structuring. An employee who selected the job and training opportunities shall be guaranteed one job and training opportunity within twelve (12) months of selecting the job and retraining option.

Section 3. Job and Re-training Opportunities.

1.1 A position in the same or transferable class or as a promotion or demotion. The position must be within the same employment condition and must be at the same or a higher insurance contribution level.

1.2 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. Relocation expenses will be paid by DHS per the Master Agreement.

1.3 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 DHS or another State agency. Relocation expenses will be paid by DHS per the Master Agreement.

1.4 A position at any State agency pursuant to the activation of M.S. 246.60 by the Commissioner of Employee Relations and Administration. Relocation expenses will be paid by DHS per the Master Agreement.

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.

Employees who have not been offered a position within twelve (12) months of selecting the Job and Retraining Option shall be offered Option 2, Enhanced Separation or Option 3, Normal Separation.

Employees who selected the Job and Retraining Option prior to August 1, 2005 shall have their twelve (12) month time frame begin effective the August 1, 2005 date.

Section 4. Enhanced Separation Package.

2.1 Retirement, with Employer paid insurance benefits; The employee shall continue to receive the Employer contribution toward health and dental insurance equal to one hundred percent (100%) of the current annual contribution for themselves and their enrolled dependents. DHS will absorb subsequent increases up to two hundred dollars ($200). Increases beyond two hundred dollars ($200) will be the employee's responsibility; or

2.2 In addition to benefits provided under collective bargaining agreements, a one-time enhanced payment not to exceed $20,000 and not to exceed $2,000 multiplied by the number of years 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 options waives his/her recall rights under the collective bargaining agreements.

Section 5. Normal Separation Package.

3.1 Normal separation, with all rights negotiated under collective bargaining agreements.

Article 2
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. any permanent or probationary employee hired on or after August 1, 2005.

d. 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 electronically and/or 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 Department of Employee Relations 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 one Regional Treatment Center 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. The employee who refuses such a job and retraining opportunity shall be laid off pursuant to the applicable Collective Bargaining Agreement. 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.

Section 3. Job and Retraining Opportunities.

1. The availability of positions shall be based upon the Department of Employee Relations "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 one job and retraining opportunity within twelve (12) months of selecting the job and retraining option.

   Employees who have not been offered a position within twelve (12) months of selecting the Job and Retraining Option shall be offered Option 2, Enhanced Separation or Option 3, Normal Separation.

3. All positions shall first be posted pursuant to the applicable Collective Bargaining Agreement. If, at the time the position is posted there is a qualified “at risk” employee in the same employment condition, bidding will be limited to employees in the same employment condition and insurance[p1] contribution level. 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. Positions to be offered will be:

   - in a same or transferable class, or
   - as a promotion or demotion,
   - in the same employment condition, and
   - at the same or a higher insurance contribution level.

5. The covered expenses for employees who receive relocation allowances shall be pursuant to the applicable Collective Bargaining Agreement.

   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 or is demoted to a different 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, for either a transfer or a demotion, an employee receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.

   An employee who is promoted is entitled to a salary adjustment as defined in the Collective Bargaining Agreement.

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 Employee Relations 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. 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.

11. 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.

12. Notwithstanding #10 in the Procedure section, an employee who is non-certified shall be eligible to select from mitigation to layoff options 2 or 3 pursuant to the procedures described in this Agreement.

13. Employees who have been declared at-risk shall be allowed up to one hundred and sixty (160) hours of paid leave to improve their employment skills and/or to interview for job and retraining opportunities.

    (a) Up to forty (40) hours as initiated by the employee,
    (b) Up to forty (40) hours as initiated by the employee, submitted fourteen (14) days in advance, and not unreasonably denied by the supervisor, and
    (c) Eighty (80) hours at the discretion of the Appointing Authority.

    For (b) and (c) above, an expedited appeal process is available to employees who believe their requests have been unreasonably denied.

    The Appointing Authority may require confirmation of the occurrence of such interviews or skill improvement opportunities. 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). The employee shall continue to receive the Employer contribution toward health and dental insurance equal to one hundred percent (100%) of the current annual contribution for themselves and their enrolled dependents. DHS will absorb subsequent increases up to two hundred dollars ($200).

Increases beyond two hundred dollars ($200) will be the employee's responsibility.

Employees who elected the Employer paid insurance benefits prior to August 1, 2005 will continue to receive one hundred percent (100%) of the Employer contribution toward health and dental insurance regardless of rate increases.

Employees shall receive the following:

1. Severance Pay

   a. As provided for in the applicable Collective Bargaining Agreement.

2. Accumulated Vacation

   a. As provided for in the applicable Collective Bargaining Agreement.

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.

      The employee shall continue to receive the Employer contribution toward health and dental insurance equal to one hundred percent (100%) of the current annual contribution for themselves and their enrolled dependents. DHS will absorb subsequent increases up to two hundred dollars ($200).

      Increases beyond two hundred dollars ($200) will be the employee's responsibility.

   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 $20,000 and not to exceed $2,000 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

   a. As provided for in the applicable Collective Bargaining Agreement for employees on layoff.

2. Accumulated Vacation

   a. As provided for in the applicable Collective Bargaining Agreements.

3. Employer Contribution for Insurance

   ~~1.~~a. As provided for in the applicable Collective Bargaining Agreement for employees on layoff.

4. A one time enhanced payment not to exceed $20,000 and not to exceed $2,000 multiplied by the number of years of State service.

   ~~1.~~a. 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

   a. As provided for in the applicable Collective Bargaining Agreement.

2. Accumulated Vacation

   a. As provided for in the applicable Collective Bargaining Agreement.

3. Employer Contribution for Insurance

   a. As provided for in the applicable Collective Bargaining Agreement for employees on layoff.

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. As provided for in the applicable Collective Bargaining Agreement.

DEPARTMENT OF HUMAN SERVICES/AH-GWAH-CHING CENTER

Article 1
Meal Periods

Article 5, Section 1D of the Master Agreement is changed as follows:

Unless you work the night shift, you will normally be given your meal period between 11:00 A.M. and 1:00 P.M. or between 5:00 P.M. and 7:00 P.M. However, if there is a scheduled special event or activity, your meal period may vary by up to one-half (½) hour. You may ask your supervisor for a different meal period.

The Local Union and Management agree to meet and confer on meal times.

Article 2
Work Schedules

Article 5, Section 3C of the Master Agreement is changed as follows:

Definitions:

Weekend: Saturday and Sunday are the weekend unless defined otherwise.

1. **Work Period**.

Full-Time Employees. Your supervisor may use any of the following scheduling patterns:

a. No more than six (6) consecutive work days; no fewer than three (3) consecutive work days; consecutive days off; or,

b. No more than seven (7) consecutive work days; no fewer than three (3) consecutive work days; two (2) or more weekends off out of every eight (8) weekends , consecutive days off; or,

c. No more than seven (7) consecutive work days; two (2) weekends off out of every four (4) weekends, days off may not be consecutive.

The scheduling pattern/practice for full-time employees in use on the effective date of the Master Agreement will continue.

Your schedule may temporarily change for activities like training, staff development, informational meetings, team meetings, and special projects.

There are several reasons that Management can permanently change the normal work period of a unit/program or begin using a shift not currently used. These reasons are:

Efficiency.
The needs of the public, D.H.S., or the Nursing Center.
Better consumer services.
Better use of the facility and/or you and other staff.

Management must give at least thirty (30) days notice to the Local Union before changing the normal work period or shift. The Local Union and Management will meet and confer to develop a reasonable scheduling pattern for that unit/program before the new schedules are posted.

If you work on a rotating line system in the Nursing Department, you can only be moved to a different line number for a reasonable purpose. The reason for the move will be explained to the employee who is being moved.

If you work in the Nursing Department and you need to request leave but vacation or sick leave is not an option, your supervisor may approve leave without pay if you can exchange your scheduled hours of work for another employee's day off. You must get the exchange approved before it takes place and the exchange cannot cause penalty pay or overtime under the Fair Labor Standards Act.

Part-Time Employees. Your schedule must include:

At least four (4) days off in a two (2) week pay period.
At least two (2) of the days off must be consecutive.
No more than seven (7) consecutive work days.

If your supervisor must extend your shift, he/she will tell you as soon as possible.

2. **Schedule Posting**.

Article 5, Section 1C of the Master Agreement is changed as follows:

Your posted schedule may be changed with less than fourteen (14) day notice without penalty pay for a job opportunity. The Local Union and Management may consider waiving penalty pay for an employee filling behind on a case by case basis.

For the Relief Stationary Engineer, Management will try to use the posting requirement in Article 5, Section 1C of the Master Agreement. The supervisor may change the work schedule for the Relief Stationary Engineer in the case of sick leave, workers' compensation, or an emergency without paying overtime if the employee is told at least eight (8) hours before the beginning of the shift.

3. **Fixed Night Shift (for all units except Units 2 and 7)**. Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. However, in situations where Management is not adding a position, a part-time employee shall not be eligible to bid on the vacancy if the acceptance of the bid would increase his/her employment condition. If there are no eligible bidders for fixed night shift vacancies, Management may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

   If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

   Training or other staff development.
   Informational meetings.
   Jury duty.

   If you do not work the night shift, your supervisor may temporarily reschedule you to the night shift for the following reasons:

   - To cover vacant night shift positions during the process of filling a vacancy.
   - To cover for days off of night shift employees.
   - To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
   - To cover for night shift staff temporarily scheduled to other shifts.
   - To meet a temporary need for more staff on the night shift.
   - Emergencies.

   If Management decides to temporarily schedule to the night shift, he/she will decide:

   - Which classification(s) are needed.
   - Which work area(s) employee(s) will be rescheduled from.

   The employee(s) in the selected class(es) and work area with the least State Seniority who is capable and qualified will work the night shift. If that employee has been scheduled for a holiday off, the next least senior employee will work the night shift.

   To no longer be permanently assigned to the fixed shift, you have the following options:

   - Successfully bid on a vacancy in another shift. However, if you are still the capable and qualified employee with the least Classification Seniority for the night shift position, your bid will be rejected; or,

- Submit a request in writing to your human resources office to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less Classification Seniority who are capable and qualified, the employee with the least Classification Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or,

- Exchange shifts with an employee who does not work the night shift. You must both be in the same class and option, and you must both be capable and qualified for the other's position.

4. **Shifts Between Days Off**. Your supervisor will not schedule you to work more than two (2) shifts and/or two (2) shift changes between scheduled days off.

   For this section only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off is considered the same shift. When there is a scheduled shift rotation, a change no more than two (2) hours from the starting time of the scheduled shift is not considered a change in shift.

   The Local Union and Management may agree to change the terms of Article 2, Work Schedule section.

Article 3
Holiday Pay

If you are scheduled to work and are in pay status for any part of the early or afternoon shift the day before a holiday and any part of the night shift that begins on that holiday, the holiday will be treated as if it falls on your regularly scheduled day off.

Article 4
Flex-Time Scheduling

The Local Union and Management may agree to a flex-time scheduling plan.

Article 5
Overtime

Article 6, Section 4 of the Master Agreement is changed as follows:

Assignment

If you are currently working an overtime assignment, you cannot be forced to work the next shift even if you are the least senior person.

Distribution

For employees in the Nursing Department:

If your supervisor needs someone to work the overtime shift, (s)he will:

1. Decide which class(es) will perform the overtime work.

2. Offer the overtime work to all capable and qualified employees in the selected class(es) (most seniority to least) until the work is accepted. Overtime for the next (immediately subsequent) shift will first be offered to those who are on duty. If the work requiring overtime is already in progress, the employee(s) performing the work will be assigned the overtime.

3. If no one accepts the overtime, have the right to assign the mandatory overtime to the employee with the least Classification Seniority from the same pool of people. If the least senior employee assigned the overtime work is working the evening shift before his/her scheduled days off and the overtime is for the night shift, the next least senior employee from the evening shift not working before his/her scheduled days off will be assigned the overtime. If there is no one else to assign, your supervisor will assign the overtime regardless of scheduled days off.

This assignment will rotate within each pay period starting with the employee with the least Classification Seniority. In all instances, overtime for the next shift will first be offered to those on duty. If you are on duty and have been assigned an overtime shift, you may make arrangements for another employee to work the overtime for you. Your supervisor will not assign additional overtime to you for the same shift. The employee who agrees to work for you will not receive call-back pay.

For all other employees:

If your supervisor needs someone to work the overtime shift, (s)he will:

1. Decide which class(es) will perform the overtime work.

2. Offer the overtime work to all capable and qualified employees in the selected class(es) in the same work unit (most State Seniority to least) until the work is accepted. Overtime for the next (immediately subsequent) shift will first be offered to those on duty. If the work requiring overtime is already in progress, the employees already performing the work will be assigned the overtime.

3. If no one accepts the overtime, have the right to assign the mandatory overtime to the employee with the least State Seniority from the same pool of people offered the overtime.

For all employees:

You may request not to be offered voluntary overtime by giving written notice to your human resources office. However, you may still be assigned to work mandatory overtime.

You can withdraw your request by giving written notice to your human resources office. Your request is effective after fourteen (14) days.

If there is an emergency, Management may assign someone to deal with the situation regardless of the overtime distribution.

For Power Plant Operations:

Your supervisor will post opportunities for planned overtime on the Union bulletin boards in the Maintenance Shop and the Powerhouse. The volunteer with the most State Seniority will get the overtime work. If no one volunteers, the Engineer on the shift immediately before the overtime will be assigned the overtime.

Article 6
Overnight Activities

If you are assigned to supervise residents in activities that last for twenty four (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Article 7
Staffing Information

If the Local Union asks, Management will provide the staff complement for each work area once every six (6) months.

Article 8
Vacation Leave

Article 8, Section 3 of the Master Agreement shall be amended as follows:

There will be quarterly postings requesting submissions of requests for vacations of five (5) days or more, including holidays. These postings will be opened three (3) months prior to the beginning of the first full month of the quarter at issue. The posting will remain open for fifteen (15) days and all requests will be answered ten (10) calendar days from the end of the posting. Vacation requests will be sorted by pay periods and seniority. Conflicts over vacation requests will be resolved as provided in the Master Agreement. Employees may submit more than one request. If there is additional vacation time available, employees may request vacation time after the posting, however, such requests will not be reposted.

In addition to the quarterly postings, every August 1 through August 15 there will be a posting for guaranteed vacation. This posting will cover the period from the first full pay period in January through the last full pay period in December, excluding the pay period that includes Christmas. Each year staff will receive a letter explaining their options for a guaranteed vacation. Employees must rank their options because only one of their options will be granted. Full-time employees will be granted nine (9) to eleven (11) days of guaranteed vacation, including days off, depending on their line system. Part-time employees with ten (10) years or less services will be granted seven (7) days of guaranteed vacation. Part-time employees with eleven (11) or more years of service will be granted ten (10) days of guaranteed vacation, including days off. Guaranteed vacation approvals will be based on seniority.

Employees may include days off to meet the five (5) or more day requirement. It is recommended that employees include days off to guarantee blocks of time, in case their days off are changed.

Floating holiday time on the books may be exchanged for already granted vacation time as long as it is used within the contract guidelines.

The Local Union and Management may agree on a number of days of compensatory time that an employee may use in place of already granted vacation during a six (6) month period. The six (6) month period shall be defined as January through June, and July through December. Written requests to use compensatory time in lieu of already granted vacation must be submitted in the pay period it will be used. Employees must have vacation time to cover the days of compensatory time they are requesting.

A list will be created of employees who have been denied requested vacation time. This list will contain the employee's name and date of the request. If all of an employee's options were denied, the denied list will only reflect the employee's first choice. If additional time becomes available, vacation will be granted based on the date of the request (first come, first serve). Conflicts will be determined by State Seniority.

Employees who have been granted vacation time of five (5) days or more will not be permitted to give back a portion of the granted vacation, but must give back the granted vacation in its entirety.

If an employee does not have the vacation time to cover their granted vacation, either on the books or the ability to earn such vacation time, they will be required to return the entire vacation period. Leave without pay will not be granted to cover the additional days.

Labor and Management agree to meet and confer on conflicts over the use of vacation or compensatory time.

Article 9
Education Leaves

If you request an educational leave and you will need to change your normal work day or work week, you must first get written and signed agreement from both Management and the Local Union. The agreement must list all the terms and conditions of your leave before either party signs it. Approval by either party is discretionary and non-binding on the other.

Article 10
Conflicts of Interest

Follow these practices in situations involving the employment or potential employment of a family member (family member means: spouse, children, siblings, sister/brother-in-law, parents and spouse's parents):

1. Employees with hiring responsibilities will disqualify themselves from any situation involving the hiring of another family member.

2. Performance appraisals, promotions, and any disciplinary investigations and/or discipline will be done by an unrelated third party.

DEPARTMENT OF HUMAN SERVICES/ANOKA-METRO REGIONAL TREATMENT CENTER

Article 1
Hours of Work

Article 5, Section 1D of the Master Agreement is changed as follows:

Meal Periods. Unless you work the night shift, you will normally be given your meal period between 11:00 A.M. and 1:00 P.M. or 5:00 P.M. and 7:00 P.M. You may ask your supervisor for a different meal period.

Article 5, Section 1 (C) of the Master Agreement is changed as follows:

Employee-Initiated Schedule Changes. If you need to request leave and vacation or sick leave is not an option, your supervisor may approve unpaid personal leave if you can exchange one (1) or more scheduled days of work with a capable and qualified part-time employee in the same work area who is not scheduled to work that day(s). Your vacation and sick leave will be adjusted according to the actual hours you work in that pay period.

If you are a part-time employee asked to exchange shifts, you cannot work the additional hours if it would result in overtime pay under the Fair Labor Standards Acts (FLSA). All the additional hours you work will be paid at straight time and will not affect your eligibility for bidding or Employer contribution for insurance. Your vacation and sick leave will be adjusted according to the actual hours you work in that pay period.

Your supervisor must approve these requests and will not unreasonably deny them.

Article 5, Section 3 of the Master Agreement is changed as follows:

1. **Work Period**.

   Definitions

   Weekend: Saturday and Sunday are the weekend unless otherwise defined.

   A. If you are a full-time employee not listed in B. below, your supervisor may use any of the following schedule patterns:

      No more than six (6) consecutive work days; no fewer than three (3) consecutive work days; consecutive days off; or,

      No more than seven (7) consecutive work days, no fewer than three (3) consecutive work days, two (2) or more weekends off out of every eight (8) weekends , consecutive days off; or,

      No more than seven (7) consecutive work days, two (2) weekends off out of every four (4) weekends, days off may not be consecutive.

   B. If you are a full-time Unit 4 employee working a fixed night or a rotating shift, but are not a Chemical Dependency Counselor/Senior, the following apply:

      You will be scheduled on a 7-3 rotation with every other weekend off.

      Your schedule may temporarily change for activities like training, staff development, informational meetings, team meetings, and special projects.

   Your unit/program's normal work period can be permanently changed or a shift not currently used can be added by Management for several reasons. These reasons are:

   Efficiency,
   The needs of the public, D.H.S., or the Center
   Better consumer services,
   Better use of the facility and/or you and other staff.

   Management must give at least thirty (30) calendar days notice to the Local Union before changing your normal work period or shift. The Local Union and Management will meet and confer to develop a reasonable scheduling pattern for that unit/program before the new schedules are posted.

If you are a full-time employee and your predictable days off must be permanently changed, your supervisor must give you and the Local Union thirty (30) calendar days notice in writing. Your supervisor will change the schedule of the capable volunteer from your job class, unit and rotation with the most State Seniority. If no one volunteers, your supervisor will change the schedule of the employee with the least State Seniority from the same pool offered the change.

Part Time Employees: Your schedule must include:

At least four (4) days off in a two (2) week pay period.
At least two (2) of the days off must be consecutive.
No more than seven (7) consecutive work days.

Management and the Local Union will meet and confer:

To ensure that progress continues toward addressing weekends off for part-time employees.
To discuss issues related to intermittent employees.

2. **Fixed Night Shift (for all units except Units 2 and 7)**.

Definitions

Weekend: Friday and Saturday are the weekend if you work a fixed night shift.

All night shifts are fixed. When a night shift position becomes vacant, Management must post it for bids. If no one successfully bids on the position, Management may recruit and hire for the vacancy or reassign the person who is capable and qualified with the least State Seniority but not on a fixed night schedule.

If you work the night shift, your supervisor may schedule you to a different shift for the following reasons:

Training or other staff development.
Informational meetings.
Jury duty.

If you do not work the night shift, your supervisor may temporarily schedule you to the night shift for the following reasons:

To cover vacant night shift positions during the process of filling a vacancy.
To cover for night shift employees' days off.
To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
To cover for night shift staff temporarily scheduled to other shifts because of training and staff development, informational meetings and jury duty.
Emergency situations.

If your supervisor decides to reschedule to the night shift, (s)he will decide:

1. Which class(es) are needed.

2. Which work area(s) employee(s) will be rescheduled from.

3. Offer the assignment to capable and qualified employees (most State seniority to least) until it is accepted. If no one accepts,

4. Offer the assignment to capable and qualified intermittents until it is accepted. If no one accepts,

5. Re-schedule the capable and qualified employee with the least State seniority, excluding intermittents.

If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. However, if you are still the capable and qualified employee with the least State Seniority for the night shift position, your bid will be rejected; or,

2. Ask your human resources director to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less State Seniority and with the same employment condition who are capable and qualified, the employee with the least State Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or,

3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class and option, have the same employment condition, and you must both be capable and qualified for the other's position.

Management and the Local Union will meet and confer:

- To discuss the process for rescheduling employees to the night shift.

3. **Shifts Between Days Off**. Your supervisor will not schedule you to work more than two (2) shifts and/or two (2) shift changes between scheduled days off.

   For this section only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off is considered the same shift. When there is a scheduled shift rotation, a change no more than two (2) hours from the starting time of the scheduled shift is not considered a change in shift.

4. **Other Scheduling Agreements**. The Local Union and Management may agree to change the terms of Supplemental Article 1. Hours of Work.

5. **Flextime Scheduling**. The Local Union and Management may agree to a flex-time scheduling plan.

Article 12, Section 4B of the Master Agreement is changed as follows:

HST's and LPN's scheduled to work in a unit other than your designated work area will return to your designated work area of a staffing need arises and is known twenty-four (24) hours or more before the start of your scheduled shift. Staffing needs that arise in the designated work area less than twenty-four (24) hours before the start of the scheduled shift will be filled per contract language.

Article 2
Holidays

Article 7, Section 6 of the Master Agreement is changed as follows:

Holiday Pay Entitlement. If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Article 7, section 8A of the Master Agreement is changed as follows:

Scheduling. If you work in the Dietary Department on an extended operation schedule, you will rotate these holidays: Thanksgiving Day, Christmas Day, and New Year's Day. You are guaranteed one (1) of these off each year and will rotate through these holidays over a three (3) year period.

To make this rotation work, Management can change the scheduling pattern for only these holiday schedules. However, you cannot be scheduled to work more than seven (7) days in a row.

To make this rotation work, you may not ask for vacation leave that includes the two (2) of these holidays you are scheduled to work.

After the holiday rotation is applied, Article 7, Section 8A of the Master Agreement will apply for available shifts.

Article 3
Overtime

Article 6, Section 4 of the Master Agreement is changed as follows for Unit 4 employees:

If you want to be offered voluntary overtime work, you must put in writing the days and shifts of each pay period you are willing to work overtime before the beginning of the pay period.

If your supervisor needs someone to work overtime for other than the next (immediately subsequent) shift, (s)he will:

a. Decide which class(es) will perform the work.

b. Offer the overtime work to employees in the selected class(es) who are capable of performing the work, normally assigned to the work unit and have put in writing his/her interest in the shift (most State seniority to least) until the work is accepted. If no one accepts the overtime,

c. Offer the overtime to the most senior employee normally assigned to the work unit and willing to split the shift. If you accept the shift, you are responsible for finding another capable and qualified employee to work the portion of the shift you don't want to work. If you cannot find anyone to work, you will be responsible for working the entire shift.

d. Have the right to assign mandatory overtime to the capable employee, normally assigned to the work unit with the least State Seniority. This assignment will rotate within each pay period starting with the employee with the least State Seniority. Your supervisor can choose to offer the overtime to employees in other work units who have indicated an interest in the shift before assigning mandatory overtime.

If your supervisor needs someone to work overtime for the next shift, (s)he will:

a. Decide which class(es) will perform the work.

b. Offer the overtime work to on-duty employees in the selected class(es) who are capable, normally assigned to the unit, and have put in writing his/her interest in the shift (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

c. Offer the overtime work to off-duty employees in the selected class(es) who are capable, normally assigned in the same work unit and have put in writing his/her interest in the shift. If no one accepts the overtime,

d. Offer the overtime to the most senior employee normally assigned to the work unit and willing to split the shift. If you accept the shift, you are responsible for finding another capable and qualified employee to work the portion of the shift you don't want to work. If you cannot find anyone to work, you will be responsible for working the entire shift.

e. Have the right to assign mandatory overtime to the on-duty capable employee(s) with the least State seniority who is normally assigned to the same work unit. This assignment will rotate within each pay period beginning with the employee with the least State Seniority. Your supervisor may choose to offer the overtime to employees in other work units who have indicated an interest in the shift before assigning overtime.

Unit 204 employees who are part of the hospital-based scheduling pool and who are eligible for overtime shall not be assigned mandatory overtime eight (8) hours prior to approved annual leave or compensatory time off.

Article 6, Section 4 of the Master Agreement is changed as follows:

If you are a General Maintenance Worker, or General Maintenance Worker, Lead, overtime will be offered to you by State Seniority.

Article 6, Section 4 of the Master Agreement is changed as follows:

Assignments. If you are currently working an overtime assignment, you cannot be forced to work the next shift even if you are the least senior person.

Management and the Local Union will meet and confer:

- To discuss scheduling efficiencies and overtime distribution in the Dietary Department.

Article 6 of the Master Agreement is changed as follows:

Overnight Activities. If you are assigned to supervise residents in activities that last for twenty (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Article 4
Staffing Information

If the Local Union asks, Management will provide the staff complement for each work area once every six (6) months.

Article 5
Medication Administration

If you are an LPN temporarily working on a unit that is not your normally assigned unit and you are concerned about unfamiliar patients, you will not be required to administer medications unless another employee who is familiar with the patients is available in the vicinity when medications are dispensed.

Article 6
Mental Health Initiatives

Article 12, Section 10 of the Master Agreement is changed as follows:

If you are a Mental Health Program Assistant (MHPA), your trial period will begin after the county training has been completed and you are working independently in the community.

If you return during your trial period in the Mental Health Initiative Program, you will be reinstated into a vacancy in the same class and employment condition as your former position unless an employee with more State Seniority has successfully bid on that vacancy. In that case you will be returned to the position of the successful bidder if it is in the same employment condition as your former position.

If there are no vacancies in that employment condition, you will be temporarily reassigned to the facility in the employment condition you had before your Mental Health Initiative Program assignment. Your temporary reassignment will continue until a vacancy is posted in that employment condition, and then Article 12, Section 4B applies.

Article 7
Community Site Positions

Article 6 of the Master Agreement and Article 3 of this Supplement are changed as follows for Community Sites:

If your supervisor needs someone to work overtime for other than the next (immediately subsequent) shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to capable and qualified Community Site employees in the selected class(es) who have put in writing their interest in the overtime (most State seniority to least) until the work is accepted. If no one accepts the overtime,

3. Assign the mandatory overtime work to the capable and qualified Community Site employee with the least State Seniority. This assignment will rotate within each pay period starting with the capable and qualified employee with the least State Seniority. Your supervisor may choose to offer the overtime to capable and qualified campus employees who are on the sign up list. For overtime assignments, shifts with up to three (3) hours of overlap will be considered consecutive.

Article 12 of the Master Agreement is changed as follows:

The campus is one work area for the reassignments to the Community Site. Management will not fill behind temporary reassignments to the Community Site.

Management will use Article 1, Section 2 of this Supplement for any reassignment to night shifts at the Community Site.

Article 8
Vacancies, Filling of Positions

Article 12, Section 5 of the Master Agreement is changed as follows:

Fixed Straight Shift Positions:

1. Limited straight shifts will be utilized on Units B, C, D, E, G, H, Miller North and Miller South.

2. Each identified unit will permanently post:

   - An early shift full-time Licensed Practical Nurse (LPN),
   - An early shift full-time Human Services Technician (HST), and
   - A late shift full-time Human Services Technician (HST).

3. The use of straight shifts in Units B, C, D, E, G, H, Miller North and Miller South will remain in effect as long as the current business need/programmatic design of the unit continues. Should the defined business need/programmatic design change in any of the identified units, both Labor and Management agree to Meet and Confer to discuss the continued appropriateness of using straight shifts. Following the Meet and Confer, should the decision be to discontinue the fixed straight shifts on any or all units, a thirty (30) day notice will be provided to the other party.

4. Should the defined business need/programmatic design change in any unit not currently identified above, both Labor and Management agree to Meet and Confer to discuss the appropriateness of initiating straight shifts in that work unit.

Article 12, Section 6 of the Master Agreement is changed as follows:

If you are not eligible to bid on a vacancy, you may submit an expression of Interest form. If there are no successful bidders on a posting, Management may consider your expression of interest. If you are selected to fill the vacancy based on your expression of interest, you may not bid or express interest on another vacancy for six (6) months following the date of your bid/expression of interest.

Probationary Periods. Article 12, Section 10 of the Master Agreement is changed as follows:

If Management or the Local Union believes extending your probation could result in a successful completion, the Local Union and Management may agree to a limited extension of up to three (3) months. A decision not to extend a probationary period cannot be grieved or arbitrated.

Article 9
Discipline and Discharge

Article 16 of the Master Agreement is changed as follows:

You are not eligible to work additional hours or voluntary overtime in the same pay period you serve an unpaid suspension.

If you work at the Como site and receive an unpaid suspension, your supervisor may schedule the suspension during the next posted work schedule.

Article 10
Vacation Leave

As business needs dictate, your supervisor may schedule more than one (1) AFSCME staff on vacation at the same time.

Article 8, Section 3 of the Master Agreement is changed as follows:

In keeping with this language, your supervisor will only post vacation leave requests of five (5) days or more, including holidays.

DEPARTMENT OF HUMAN SERVICES/BRAINERD REGIONAL HUMAN SERVICES CENTER

Article 1
Meal Periods

Article 5, Section 1D of the Master Agreement is changed as follows:

Unless you work the night shift, you will normally be given your meal period between 10:30 A.M. and 1:00 P.M. or 4:30 P.M. and 7:00 P.M. You may ask your supervisor for a different meal period.

Article 2
Work Schedules

Article 5, Section 1C of the Master Agreement is changed as follows:

Schedule Posting

A reasonable effort will be made to follow the posted schedule. If you are in Unit 4, and agree to change your schedule with a minimum notice of three (3) working days, the schedule change will not result in the payment of overtime.

Alternate Schedules

The Local Union and Management may agree to alternative schedules (e.g., turnaround time, meal periods, rest periods, etc.) if they do not result in overtime pay.

Article 5, Section 3 of the Master Agreement is changed as follows:

Definitions

Weekend: Saturday and Sunday are the weekend unless otherwise defined.

1. **Work Period**. If you are a full-time employee, unless otherwise noted below, you will be scheduled for one (1) of the following rotations:

    a. No more than six (6) consecutive work days; no fewer than three (3) consecutive work days; consecutive days off; or,

    b. No more than seven (7) consecutive work days; no fewer than three (3) consecutive work days; two (2) or more weekends off out of every eight (8) weekends; consecutive days off; or,

    c. No more than seven (7) consecutive work days; two (2) weekends off out of every four (4) weekends; days off may not be consecutive.

In addition, full-time employees in the Woodhaven Senior Community Program may be scheduled for no more than seven (7) consecutive work days, no fewer than three (3) consecutive work days, with every third weekend off, days off need not be consecutive.

Within the Timberland Mental Health Program for full-time residential employees, other than employees assigned to the night shift, two (2) full-time Mental Health Program Assistant (MIPA) positions shall be scheduled Monday through Friday with Saturday and Sunday off. Within the Timberland Mental Health Program, employees in applicable classes may select the above positions, in order of State Seniority.

Scheduling patterns/practices in effect for other positions in the Timberland Mental Health Program on the effective date of the Master Agreement will continue.

Management will not change the scheduling pattern of the MIPA positions listed above for the Timberland Mental Health Program unless they choose not to fill a vacancy in the position or they decide to change that vacancy to a different job class.

Management can change any other position's scheduling pattern/practice when filling a vacancy. The posting for a vacancy will indicate the pattern was changed.

If you are a full-time Unit 4 night shift employee who is not assigned to the Chemical Dependency Program, the scheduling patterns/practices in use on the effective date of the Master Agreement will continue.

Your schedule may temporarily change for activities like training, staff development, informational meetings, team meetings, and special projects.

There are several reasons that Management can permanently change the scheduling pattern of a unit/program. These reasons are:

Efficiency
The needs of the public, D.H.S., or the Center
Better consumer services
Better use of the facility and/or you and other staff.

Management must give at least twenty-one (21) days notice to the Local Union before changing the normal scheduling pattern. The Local Union and Management will meet and confer to develop a reasonable scheduling pattern for that unit/program before the new schedules are posted.

Part Time Employees: Your schedule must include:

At least four (4) days off in a two (2) week pay period.
At least two (2) of the days off must be consecutive.
No more than seven (7) consecutive work days.

The Local Union and Management will meet and confer to develop a reasonable scheduling pattern for any new unit/program before schedules for that unit/program must be posted.

2. **Fixed Night Shift (for all Units except Units 2 and 7)**. All night shifts are fixed. When a night shift position becomes vacant, Management must post it for bids. If you are a part-time employee, you cannot bid on a position that would make you a full-time employee if management is not adding a position. If no one successfully bids on the position, Management may recruit and hire to fill the vacancy or reassign the person with the least State Seniority who is capable and qualified but not on a fixed night schedule.

   If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

   Training or other staff development.
   Informational meetings.
   Jury duty.

   If you do not work the night shift, your supervisor may temporarily schedule you to the night shift for the following reasons:

   To cover vacant night shift positions during the process of filling a vacancy.
   To cover for days off of night shift employees.
   To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
   To cover for night shift staff temporarily scheduled to other shifts.
   Emergencies.

   If your supervisor decides to temporarily reschedule to the night shift, (s)he will decide:

   Which class(es) are needed.
   Which work area(s) employee(s) will be rescheduled from.

   The employee(s) in the selected class(es) and work area with the least State Seniority who is capable and qualified will work the night shift. If that employee has been scheduled for a holiday off, the least senior employee not off for the holiday will work the night shift.

   If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

   1. Successfully bid on a vacancy in another shift. If you are still the capable and qualified employee with the least State Seniority for the night shift, your bid will be rejected; or,

   2. Ask your human resources director to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less State Seniority who are capable and qualified, the employee with the least State Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or,

   3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class and option, and you must both be capable and qualified for the other's position. Exchanges with an employee in a different class may occur if the supervisor approves.

3. **Shifts Between Days Off**. Your supervisor will not schedule you to work more than two (2) shifts and/or two (2) shift changes between scheduled days off.

   For this section only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off is considered the same shift. When

there is a scheduled shift rotation, a change of no more than two (2) hours from the starting time of the scheduled shift is not considered a change in shift.

The Local Union and Management may agree to change the terms of Article 2, Work Schedules.

4. **Variable Schedule Positions**. Variable schedule positions may be established for the purpose of alleviating overtime costs and for the granting of vacation for employees in the AFSCME Bargaining Unit. The number of positions may be increased or decreased with the written agreement of the local union and management. Postings will list job duties, schedule variability and insurance eligibility conditions.

   If you are a variable schedule employee, you will:

   1. Be offered at least one thousand forty four (1044) hours per year;

   2. Have your hours worked reviewed annually by management to find out if you maintain insurance eligibility;

   3. Be notified thirty (30) days before the end of the twelve (12) consecutive months used to determine insurance eligibility so that you can make alternate plans if you lose coverage. DHS or Master Agreement layoff language does not apply to the loss of insurance coverage.

   Management will review and adjust your insurance contributions between full and partial levels quarterly. Management will inform you directly of changes in your contribution level or eligibility.

   If you are a variable schedule employee, you will be scheduled a portion of your time and:

   1. Your remaining hours will be assigned within the posting period.

   2. Additional hours will be treated as if posted.

   3. Additional hours will be offered before using intermittents unless the hours would create overtime.

   Schedule changes within the posting period will not result in penalty pay. You can refuse additional hours offered within the posted schedule period three (3) times per quarter.

   Every effort will be made by the supervisor to schedule and assign work to variable schedule employees on an equal distribution basis.

   Status reports will be given at quarterly Labor/Management meetings.

   Either the Local Union or Management may cancel this section of the Supplement by giving the other a ninety (90) day written notice. If canceled, Management will have ninety (90) days to return the affected employees to their previous employment condition using Article 12, Section 7 of the Master Agreement.

Article 3
Holiday Pay

Article 7, Section 5 of the Master Agreement is changed as follows:

Holidays on Day Off. When the holiday falls on your regularly scheduled day off, holiday pay earned will be credited to your compensatory bank.

Article 7, Section 6 of the Master Agreement is changed as follows:

Holiday Pay Entitlement. If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Article 7, Sections 7 and 8, of the Master Agreement is changed as follows:

Payment. You will be paid in cash at your overtime rate for all hours worked on the holiday. At your option, holiday pay will be paid in cash or credited to your compensatory bank.

Article 4
Flextime Scheduling

The Local Union and Management may agree to a flextime schedule.

Article 5
Overtime

Article 6, Section 4 of the Master Agreement is changed as follows:

Overtime Assignment. If you are currently working an overtime assignment, you cannot be forced to work the next shift even if you are the least senior person.

Overtime Distribution. The Local Union and Management will meet and confer to discuss facility-wide overtime.

If the work requiring overtime is already in progress, the employees performing the work will be assigned the overtime.

Your supervisor will assign overtime work as soon as practicable once the need is known.

If you use sick leave, personal leave or leave without pay on the preceding shift because of personal illness, you will not be eligible for overtime work.

You may request not to be offered voluntary overtime by giving written notice to your supervisor. However you may still be assigned mandatory overtime. You can withdraw your request by giving written notice to your supervisor. Your request is effective after fourteen (14) days.

All Employees:

If your supervisor needs someone to work overtime for other than the next (immediately subsequent) shift, (s)he will:

1. Decide which job class(es) will perform the work.

2. Offer the overtime work to employee(s) in the selected class(es) and in the same work unit who are capable of performing the work (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

3. Have the right to assign the mandatory overtime to the employee in the same pool offered the overtime with the least State Seniority who is scheduled for the shift before (immediately preceding) the overtime assignment. In this case, before includes shifts that end no more than sixty (60) minutes before the start of the overtime work. For employees in Units 3 and 4 this assignment will rotate within each pay period starting with the capable employee who has the least State Seniority.

If your supervisor needs some one to work overtime for the next shift, (s)he will:

1. Decide which job class(es) will perform the work.

2. Offer the overtime work to capable employees in the selected class(es) and the same work unit who are on-duty (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

3. Offer the overtime work to capable employees in the selected class(es) who are off-duty (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

4. Have the right to assign mandatory overtime to the capable employee in the work unit with the least State Seniority who is on duty. This includes any capable employee on duty when the overtime is assigned whose shift ends no more than sixty (60) minutes before the start of the overtime. For employees in Units 3 and 4, this assignment will rotate within each pay period beginning with the capable employee who has the least State Seniority.

In an emergency, Management may assign some one to work regardless of overtime distribution.

Article 6, Section D of the Master Agreement is changed as follows:

Compensatory Time Liquidation in Cash. Your compensatory bank can be liquidated in cash no more than two (2) times per year. If the Appointing Authority chooses to liquidate your compensatory bank, the following must occur:

- The cash liquidation process may be considered by individual program site and will be applied in the same manner to all employees at the site.
- The Appointing Authority must give thirty (30) calendar days advance written notice to the Local Union.
- The Local Union may request a meet and confer to discuss timelines and involved program sites.

Management will provide the Local Union with a list of program sites and agrees to a meet and confer with the Local Union to discuss changes to this list.

In addition to liquidating your compensatory time up to two (2) times per year, Management has the option to liquidate your compensatory time to a minimum forty (40) hours anytime you bid or transfer to another program site.

Article 6
Overnight Activities

Article 6 of the Master Agreement is changed as follows:

If you are assigned to supervise residents and patients in activities that last for twenty (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Article 7
Call Back

Article 6 section 7 of the Master Agreement is changed as follows:

If you volunteer or are assigned to work overtime and your shift ends no more than sixty (60) minutes before the overtime starts, you will not be paid Call Back mileage.

Article 8
Vacancies, Filing of Positions

Article 12, Section 6 of the Master Agreement is changed as follows:

You may bid within six (6) months if your most recent bid occurred because your work area closed.

Article 9
Vacation Leave

Article 8, Section 3 of the Master Agreement is changed as follows:

You may ask for vacation leave of five (5) or more working days up to one (1) year in advance.

If you initiate a move to a different work location and you have approved vacation leave that occurs more than six months from the date of the move, that leave is canceled. You may resubmit your leave request at your new work location.

If you initiate a move to a different work location and you have approved vacation leave that occurs less than six (6) months from the date of the move, your new supervisor may honor the request if it does not cause overtime and staffing needs are met.

This provision does not diminish your right to ask for schedule changes or agree to exchange days, shifts, or hours of work as provided for in the Master Agreement.

Either the Local Union or Management may change back to the Master Agreement by giving the other thirty (30) calendar notice.

Article 10
Limited Interruptions of Employment

Article 15, Section 6 of the Master Agreement is changed as follows:

Any interruption in employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continues two (2) calendar weeks or less shall not be considered a layoff. Such limited interruption or reduction in hours may occur as a result of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons.

Prior to implementing a limited interruption of employment or a reduction in hours, the Appointing Authority, whenever practicable, shall meet with the Local Union to discuss the need for such action.

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift, and work location, the Appointing Authority, whenever practicable, shall request volunteers from among employees in the same class, employment condition, shift, and work location. If there are no volunteers, the least senior employee(s) affected shall have their work interrupted or hours reduced. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit employees.

In the event limited interruptions of employment occur, employees shall, upon request, be entitled to use accumulated and unused compensatory or vacation time up to his/her scheduled hours in order to provide the employee with up to eighty (80) hours of earnings for a pay period. An Appointing Authority may require employees who have accrued compensatory time to use such time before the use of vacation. Such employees may choose not to make up the lost hours.

Minnesota State Operated Community Services (MSOCS) - Brainerd

Section 1. Hours of Work.

Article 5, Section 1(A) of the Master Agreement is changed as follows:

Consecutive Hours. Your regular hours of work will be consecutive, not including your duty free meal period. There will be no split shifts unless agreed to by the Local Union and Management. Either the Local Union or Management may cancel a split shift agreement by giving thirty (30) days written notice.

The Local Union and Management will meet and confer during the term of this Agreement about part-time scheduling issues including guaranteed weekends off and split shifts.

Article 5, Section 1(C) of the Master Agreement is changed as follows:

Schedule Posting. Your supervisor must post your work schedule at least fourteen (14) days before the effective date. The posting must include the following information:

Days
Shifts
Hours

There are four (4) reasons your posted schedule can be changed without penalty:

1. You may exchange days, shifts or hours on the posted schedule if:

   You are capable and qualified to perform each other's duties.
   Your supervisor (may not unreasonably deny) approves the exchange.
   The exchange does not result in either of you becoming eligible for overtime.

2. You may change your own days, shifts or hours on the posted schedule if:

   Your supervisor approves the request.
   Your request does not make you eligible for overtime.

3. If you work in the DT&H, your supervisor may change your posted schedule with three (3) working days notice if it is necessary to obtain or maintain a job opportunity for a client. This schedule change will not result in the payment of overtime.

Your qualifications will be the primary consideration
Your supervisor will consider State Seniority

You may flex your schedule to obtain or maintain a job for a client if it does not create overtime. Your supervisor must approve.

4. If you are assigned to provide crisis services, your supervisor may change your posted schedule with three (3) working days notice if it is necessary to respond to a client crisis need. This schedule change will not result in the payment of overtime. Your supervisor will make the assignment based upon the State Seniority of the capable and qualified employees.

   If the service where you work is temporarily closed or is underutilized, you may choose to:

   Work on site catching up on duties,
   Take a temporary reassignment,
   Use paid or unpaid leave.

Variable Schedule HST and General Repair Worker Positions. There will be a variable schedule Human Services Technician (HST) pool of no more than twenty-nine (29) positions and one (1) General Repair Worker position. The maximum number of positions may be increased or decreased with the written approval of the local union and the Appointing Authority. No more than six (6) of these positions will have the Pine Street, N Street, or Forestview home as a primary work site. This pool is a work area for bidding and layoff purposes, and postings will list job duties, schedule variability, and insurance eligibility conditions.

If you are a Variable Schedule HST or General Repair Worker, you will:

1. Be offered at least one thousand forty four (1044) hours per year;

2. Have your hours worked reviewed annually by Management to find out if you maintain insurance eligibility;

3. Be notified thirty (30) days before the end of the twelve (12) consecutive months used to determine insurance eligibility so that you can make alternate plans if you lose coverage. DHS or Master Agreement layoff language does not apply to the loss of insurance coverage.

Management will review and adjust your insurance contributions between full and partial levels quarterly. Management will inform you directly of changes in your contribution level or eligibility.

If you are a Variable Schedule HST or General Repair Worker, you will be scheduled a portion of your time and:

1. Your remaining hours will be assigned within the posting period.

2. Additional hours will be treated as if posted.

3. Additional hours will be offered before using intermittents unless the hours would create overtime.

Schedule changes within the posting period will not result in penalty pay.

You can refuse additional hours offered within the posted schedule period three (3) times per quarter.

Every effort will be made by the supervisor to schedule and assign work to Variable Schedule employees on an equal distribution basis.

You will be reimbursed for mileage and travel time only if you are required to change work sites in the course of a work day or work a subsequent shift at a different work site.

Management will decrease the use of intermittent employees in direct proportion to the use of Variable Schedule HSTs. Status reports will be given at quarterly Labor/Management meetings.

This section of the Supplement will be included in subsequent Agreements only if it is mutually agreed to. If it is not included, Management will have ninety (90) days to return the affected employees to their previous employment condition using Article 12, Section 7 of the Master Agreement.

Article 5, Section 1(D) of the Master Agreement is changed as follows:

Meal Periods. You will normally have an unpaid meal break of between thirty (30) and sixty (60) minutes. If you are scheduled for an unpaid meal break, it will only be after you have worked for at least three (3) hours but no more than five (5) hours. You will be paid at the appropriate rate, straight time or overtime, for any time you are required to remain in duty status or are assigned to perform work during your meal period.

Article 5, Section 3(B) of the Master Agreement is changed as follows:

Work Day. The normal work day is either eight (8) or ten (10) hours of work in a twenty-four (24) hour period, not including a duty free, unpaid meal period.

There are several reasons Management can depart from the normal work day, change the normal work day between an eight (8) and ten (10) hour day, or establish a shift not currently used. These reasons are:

Efficiency
The needs of the public, D.H.S., or the SOCS
Better consumer services
Better use of the facilities and/or you and other staff.

Management must do the following things before changing the normal work day or establishing a new shift:

Give the Local Union at least thirty (30) days notice.
If the Local Union requests it, discuss the changes before they are posted.

Article 5 of the Master Agreement is changed as follows:

Definitions

Weekends: Saturday and Sunday are the weekend unless defined otherwise.

Work Period. The Local Union and Management will meet and confer to develop a reasonable scheduling pattern before the schedules must be posted. If no scheduling patterns are developed through this process, your supervisor may use any of the following scheduling patterns for full-time employees:

A 6-2-3 rotation.
A 6-2 rotation with four (4) consecutive days off every sixth week.
A 7-5-3 or 3-5-7 rotation with every third weekend off.
No more than seven (7) consecutive work days with two (2) weekends off out of every four (4) weekends. Scheduled days off may not be consecutive.
No more than four (4) consecutive ten (10) hour days with every third weekend off.

Scheduled days off may not be consecutive.
Five (5) consecutive work days with two (2) consecutive days off. The days off must be fixed. You must bid for fixed days off and bids will be awarded by seniority.

Changes in the operation of a unit/program may force Management to permanently change your scheduling pattern. This can happen for the following reasons:

Efficiency
The needs of the public, D.H.S., or the SOCS
Better consumer services
Better use of the facilities and or you and other staff.

Management must do the following things before changing your scheduling pattern:

Give you and the Local Union at least thirty (30) days notice.
Meet and Confer with the Local Union to develop a reasonable scheduling pattern for your unit/program before the new schedules must be posted.

Part-time Employees. Your schedule must include:

At least four (4) days off in a two (2) week period.
At least two (2) of the days off must be consecutive.
No more than seven (7) consecutive work days.

Article 5 of the Master Agreement is changed as follows:

Fixed Night Shift. All night shifts are fixed. When a night shift position becomes vacant, the Management must post it for bids. If no one successfully bids on the position, Management can fill the vacancy by:

Using Article 12, Section 7 of the Master Agreement, or
Reassigning the capable and qualified volunteer with the most State Seniority not on nights from the work area that a reassignment would come from; if there are no volunteers,
Reassigning the person with the least State Seniority from same pool asked for volunteers. If that person is reassigned from a Regional Treatment Center to a State Operated Community Service, The Regional Treatment Center will be considered the work area.

If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

Training.
Staff development.
Informational meetings.
Jury duty.

If you do not work the night shift, your supervisor may temporarily reschedule you to the night shift for the following reasons:

- To cover vacant night shift positions during the process of filling a vacancy.
- To cover for night shift employees' days off.
- To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
- To cover for night shift staff temporarily scheduled to other shifts.
- Temporarily assign more staff to the night shift.
- Emergencies.

If your supervisor decides to temporarily reschedule to the night shift, (s)he will decide:

Which class(es) are needed.
Which work area(s) employee(s) will be reassigned from.

Your supervisor will then:

Schedule the volunteer with the most State Seniority who is capable and qualified; If there are no volunteers,
Reassign the employee with the least State Seniority from the same group asked for volunteers.

If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. If you are still the capable and qualified employee with the least State Seniority for the night shift, your bid will be rejected; or,

2. Ask your supervisor to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less State Seniority who are capable and qualified, the employee with the least State Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or,

3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class and option, and you must both be capable and qualified for the other's position.

If you have successfully bid on a night shift position, this section does not apply.

Section 2. Overtime.

Article 6, Section 4 of the Master Agreement is changes as follows:

Overtime Distribution. If your supervisor needs someone to work overtime for the next (immediately subsequent) shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to capable employees in the selected class(es) and in the same work unit who are on-duty (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

3. Offer the overtime work to capable employees in the selected class(es) and in the same work area who are off-duty (most State Seniority to least) until the work is accepted. If you use sick leave, personal leave or leave without pay for personal illness on the preceding shift, you will not be eligible for overtime work. If no one accepts the overtime,

4. Have the right to assign mandatory overtime work to the capable employee(s) with the least State Seniority in the work unit who is on duty. This assignment will rotate within each pay period starting with the capable employee who has the least State Seniority.

If your supervisor needs someone to work overtime for other than the next shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to employees in the selected class(es) and in the same work unit who are capable of performing the work (most State seniority to least) until the work is accepted. If no one accepts the overtime,

3. Have the right to assign mandatory overtime work to the capable employee from the same pool offered the overtime with the least State Seniority who is scheduled for the shift before (immediately preceding) the overtime assignment. If no one is scheduled for that shift, the capable employee with the least State Seniority in the work unit will be assigned. This assignment will rotate within each pay period starting with the capable employee who has least State Seniority.

In an emergency, Management may assign some one to deal with the situation regardless of the overtime distribution.

Your supervisor will assign overtime work as soon as practicable once the need is known.

Article 6 of the Master Agreement is changed as follows:

Compensatory Time Liquidation in Cash. Your compensatory time bank can be liquidated in cash no more than two (2) times per year. If the Appointing Authority chooses to liquidate your compensatory bank, the following must occur:

- The cash liquidation process may be considered by individual program site and will be applied in the same manner to all employees at the site.
- The Appointing Authority must give thirty (30) calendar days advance written notice to the Local Union.
- The Local Union may request a meet and confer to discuss timelines and involved program sites.

Management will provide the Local Union with a list of program sites and agrees to a meet and confer with the Local Union to discuss changes to this list.

In addition to liquidating your compensatory time up to two (2) times per year, Management has the option to liquidate your compensatory time to a minimum forty (40) hours anytime you bid or transfer to another program site.

Overnight Activities. If you are assigned to supervise residents in activities that last for twenty (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Section 3. Holiday Pay.

Article 7, Section 6 of the Master Agreement is changed as follows:

If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Article 7, Sections 7 and 8 of the Master Agreement is changed as follows:

Payment. You will be paid in cash at your overtime rate for all hours worked on the holiday. At your option, holiday pay will be paid in cash or credited to your compensatory bank.

Section 4. Vacation Leave.

Article 8 of the Master Agreement is changed as follows:

Vacation Requests. You may ask for vacation leave of five (5) or more working days up to one (1) year in advance.

If you initiate a move to a different work location and you have approved vacation leave that occurs more than six (6) months from the date of the move, that leave is canceled. You may resubmit your leave request at your new work location.

If you initiate a move to a different work location and you have approved vacation leave that occurs less than six (6) months from the date of the move, your new supervisor may honor the request if it does not cause overtime and staffing needs are met.

This provision does not diminish your right to ask for schedule changes or agree to exchange days, shifts, or hours of work as provided for in the Master Agreement.

Either the Local Union or Management may change back to the Master Agreement by giving the other a thirty (30) day calendar notice.

If you fill a vacancy in a SOCS when it is started, your previously approved vacation may be canceled if necessary. You may resubmit that canceled vacation request in the new SOCS.

Section 5. Vacancies.

Article 12, Section 1(A) of the Master Agreement is changed as follows:

Defined. A vacancy is an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements, or a shift opening in the seniority unit which Management decide to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability promotions, demotions, successful bid or the creation of a new shift or seasonal work crew.

Article 12, Section 4 of the Master Agreement is changed as follows:

A. **Within a Work Area**. Your supervisor has the right to assign and reassign duties among employees in the same class and work area. This includes the right to reassign employees to an unfilled position in the same class, shift and work area provided the reassignment is within ten (10) miles.

B. **Between Work Areas or Shifts**. If a new position is created or a shift opening occurs and Management decides to fill the position or shift opening without adding another employee and the position is within forty (40) miles, Management will post the position for bids. If there are no bidders for the position, or to fill the position of the successful bidder, Management will:

- Decide from which class (or option) and work area or shift the reassignment will be made;
- Assign the qualified volunteer from the same class (or option) and work area or shift with the most seniority; if no one volunteers,
- Reassign the least senior person from the same pool.

If the reassignment is from the Regional Treatment Center to a SOCS, the Regional Treatment Center will be considered the work area.

C. **Temporary Reassignment**. Management may temporarily reassign employees to another work area and/or shift for five (5) consecutive months or less. If a temporary reassignment is made from the Regional Treatment Center to a SOCS or from one SOCS to another SOCS, Management will:

Decide from which class (or option) and work area or shift the reassignment will be made;
Reassign the qualified volunteer from the same class (or option) and work area or shift with the most seniority; if no one volunteers,
Reassign the least senior person from the same pool.

At the end of the reassignment, the reassigned person will return to her/his former position, unless it has been abolished. Then (s)he will return to her/his former work area and shift.

Article 12, Section 5 of the Master Agreement is changed as follows:

Job Posting. When a vacancy occurs, Management will post a description of the vacancy for at least seven (7) days on all employee bulletin boards or through procedures otherwise agreed to by Management and the Union. A posting cannot end on a weekend (Sat/Sun) or a holiday. The posting will include the following: the name of the class (or option), a general description of the duties, the work area, shift if applicable, normal hours of work, and the initial days off. A copy of the posting will be given to the Local Union president.

Vacancies in Junior/Senior Plans will be posted for and bids accepted from employees in either class. A list of Junior/Senior plans is in Appendix I.

Management can cancel a posted vacancy during the posting period. After the posting period, the vacancy can only be canceled because of a lack of funds. Management will document the lack of funds if requested by the Local Union. If there are eligible bids and the vacancy has not been canceled, it will be filled within four (4) weeks. When a SOCS is initially established, the posting will include the date the position is expected to be filled if it cannot be filled within four (4) weeks. For positions in previously established SOCS, the successful bidder will fill the position within fourteen (14) days of completing all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency will have a list or copies of job postings for vacancies in the other seniority units.

Section 6. Limited Interruptions of Employment.

Article 15, Section 6 of the Master Agreement is changed as follows:

Any interruption in employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continues two (2) calendar weeks or less shall not be considered a layoff. Such limited interruption or reduction in hours may occur as a result of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons.

Prior to implementing a limited interruption of employment or a reduction in hours, the Appointing Authority, whenever practicable, shall meet with the Local Union to discuss the need for such action.

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift, and work location, the Appointing Authority, whenever practicable, shall request volunteers from among employees in the same class, employment condition, shift, and work location. If there are no volunteers, the least senior employee(s) affected shall have their work interrupted or hours reduced. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit employees.

In the event limited interruptions of employment occur, employees shall, upon request, be entitled to use accumulated and unused compensatory or vacation time up to his/her scheduled hours in order to provide the employee with up to eighty (80) hours of earnings for a pay period. An Appointing Authority may require employees who have accrued compensatory time to use such time before the use of vacation. Such employees may choose not to make up the lost hours.

Section 7. Relocation Allowances.

Article 21, Section 1(C) of the Master Agreement is changed as follows:

Eligibility. You will only be reimbursed for relocation expenses if:

Your new work location is at least forty (40) miles from your current work location, or
Management requires you to move, and
You move within six (6) months or have had an extension approved by Management.

DEPARTMENT OF HUMAN SERVICES/CENTRAL OFFICE

Article 1
Hours of Work

Article 5 of the Master Agreement is changed as follows:

If you are full-time, you may request a modification in your work schedule which includes:

Eight (8) consecutive hours of work in five (5) consecutive work days,
Ten (10) consecutive hours of work in four (4) work days,
Nine (9) consecutive hours of work in four (4) work days, plus four (4) consecutive hours of work for the other work day.
Nine (9) consecutive hours of work in four work days, plus eight (8) consecutive hours of work on the fifth (5th) work day, followed by nine (9) consecutive hours of work in four (4) work days.

If you want to modify your work schedule, you must submit a written request to your supervisor at least twenty-one (21) days before the requested change.

Your supervisor will:

Approve or deny your request based on job-related considerations in your work area.
Not unreasonably deny your request.
Approve requests in State Seniority order (within/among classes), if all requests cannot be approved.
Notify you of the decision in writing within seven (7) calendar days after receiving your request.

Give the Union a copy of the written decision (including an explanation) if your request is denied.
Ensure any changes are consistent with Article 5 of the Master Agreement.

Your supervisor will deny your request if it adversely affects another employee's schedule.

The Union may grieve violations of this provision through Step 3 of the grievance process. If the violation includes specific provisions of the Master Agreement, the Union may grieve through Step 4 of the grievance process.

Article 2
Probation

Article 12, Section 10C of the Master Agreement is changed as follows:

Your supervisor may extend your probationary period up to three (3) months (or the equivalent number of hours if you are intermittent or less than half-time), as long as the Local Union agrees.

Upon completion of the probationary period, the letter extending the probation will be removed from the employee's personnel file.

Article 3
Vacancies, Filling of Positions

Article 12, Vacancies, Filling of Positions of the Master Agreement shall be amended as follows:

In Unit 7, all reference to Classification Seniority shall be changed to State Seniority for the purpose of filling vacancies.

Article 4
Layoff and Recall

Article 15, Layoff and Recall, Sections 3E, 3H.2, and 3I of the Master Agreement shall be amended as follows:

The conditions for bumping or accepting vacancies from within or into Unit 7 positions shall have all references to Classification Seniority changed to State Seniority.

Any employee exercising bumping rights within Unit 7 or from another Unit into Unit 7, must have greater State Seniority than the employee who is being bumped.

The Class (or Class Option) layoff list and the Advisory Testing (reemployment lists) shall not be changed to reflect State Seniority.

Article 5
Seniority Rosters

Article 4, Section 3 of the Master agreement is changed as follows:

Seniority rosters will be prepared and posted no later than November 30 and May 31 of each year. The Appointing Authority shall assure the rosters are available electronically to all employees. Copies will be furnished to the local union as designated, either electronically or in paper version.

DEPARTMENT OF HUMAN SERVICES/MINNESOTA STATE OPERATED COMMUNITY SERVICES (MSOCS) METRO AND SOUTHERN REGIONS

Article 1
Hours of Work

Schedule Posting. Article 5, Section 1C of the Master Agreement is changed as follows:

Your supervisor will identify you as a 40/7 or 8/80 employee under the FLSA. Your supervisor will also identify the beginning of the work day and the beginning of the work week on the posted schedule.

Your supervisor must post your work schedule at least fourteen (14) days before the effective date. The posting must include the following information:

- days/dates
- shifts
- hours.

There are three (3) reasons your posted schedule can be changed without penalty:

1. You may exchange days, shifts or hours on the posted schedule with another employee if:

   - you are capable and qualified to perform each other's duties;
   - your supervisor approves the exchange;
   - the exchange does not result in either of you becoming eligible for overtime.

2. You may change your own days, shifts or hours on the posted schedule if:

   - your supervisor approves the request;
   - your request does not make you eligible for overtime.

3. If you work in the DT&H, your supervisor may change your posted schedule with three (3) working days notice if it is necessary to obtain or maintain a job opportunity for a consumer.

   - your qualifications will be the primary consideration;
   - your supervisor will consider State Seniority.

Work Day. Article 5, Sections 3B and 4B of the Master Agreement is changed as follows:

If you are full-time, the normal work day is from six (6) to ten (10) hours in a defined twenty-four (24) hour period, not including a duty free unpaid meal period.

If you are part-time, the normal work day is between three (3) and ten (10) hours in a defined twenty-four (24) hour period. You may be scheduled for less than three (3) hours for:

- staff meetings;
- planning meetings;
- training.

There are several reasons that the Management can change the normal work day or begin using a shift not currently used. These reasons are:

- efficiency;
- more beneficial consumer services;
- to make better use of the facilities and/or you and other staff.

Management must do the following things before changing the normal work day or shift:

- give the Local Union at least twenty eight (28) days notice;
- if the Local Union requests it, discuss the changes before they are posted.

Work Period

Definitions

Weekend. Saturday and Sunday are the weekend unless defined otherwise.

Full-time Employees. Article 5, Section 3D of the Master Agreement is changed as follows:

The Local Union and Management may meet and confer to develop reasonable scheduling patterns before the schedules must be posted. If no scheduling patterns are developed through this process, your supervisor may use any of the following scheduling patterns:

- a 6-2-3 rotation;
- a 6-2 rotation with four (4) consecutive days off every sixth (6th) week;
- a 7-5-3 or 3-5-7 rotation with every third (3rd) weekend off;
- no more than seven (7) consecutive work days with two (2) weekends off out of every four (4) weekends.
- no more than four (4) consecutive ten (10) hour work days with every third (3rd) weekend off. Scheduled days off may not be consecutive.
- five (5) consecutive work days with two (2) consecutive days off. Days off must be fixed. You must bid for fixed days off and bids will be awarded by seniority.
- no more than ten (10) work days in a pay period with a minimum of two (2) consecutive days and every sixth (6th) weekend off.

Changes in the operation of a program may force your supervisor to permanently change your scheduling pattern. This can happen for the following reasons:

- efficiency;
- better consumer services;
- better use of the facilities and/or you and other staff.

Your supervisor must give you at least twenty eight (28) days notice before permanently changing your scheduling pattern for any of these reasons.

Part-time Employees. Your schedule must include:

- at least four (4) days off in a pay period;
- at least two (2) of the days off must be consecutive;
- no more than seven (7) consecutive work days;
- at least one (1) weekend off out of six (6) unless other arrangements are agreed to by the employee and the supervisor.

The supervisor will schedule employees for as many hours as possible (based on home and program needs and in compliance with the FLSA).

For full and part-time employees, paid holidays are treated as work days for scheduling purposes.

Intermittent Employees. Your supervisor may schedule you for:

- your own training (your supervisor will notify the Local Union if the training is outside your normal training);
- sick leave;
- leaves of absence;
- training of other employees (provided other scheduling options are not available).

Work Partnership Procedure (not applicable to temporary employees, HST Overnight option employees, intermittent employees, or employees outside the bargaining unit).

If you are part-time, you will be offered additional hours in your own work area and may be offered additional hours in other work areas. If you sign up for additional hours under the Work Partnership:

- all hours worked will be compensated based on FLSA 40/7 rules;
- you will be eligible for full insurance benefits;
- you will be responsible to notify in writing the Human Resources department to coordinate your insurance benefits;
- you must notify the MRRPL and/or CRS of other sites if you wish to work in them;
- all staff will be contacted, based on State Seniority, in their own work site for additional hours, you will need to put in writing if you do not wish to be called in your own site;
- if you are on vacation or have used sick leave or compensatory time, you will not be considered available to work on that day;
- Management will review the number of hours you work every six (6) months. Your insurance eligibility will be adjusted based on the average number of hours worked. Hours worked includes vacation, sick leave, holidays and compensatory time;
- you will be paid at your regular rate for all hours worked using this procedure;
- you will not be reimbursed for mileage under this procedure;
- you will receive shift differential for eligible hours accepted and worked under the Work Partnership Program.

Inside fourteen (14) days, when the supervisor needs additional staff, (s)he:

1. will decide which classification is needed;
2. will offer the hours to all capable and qualified employees in the home (most State Seniority to least) until the need is met;
3. may offer hours to capable and qualified employees in the chosen class outside the home who are on the roster for additional hours.
4. Partnership employees may be offered overtime hours in homes outside of their assigned work area after the following conditions are met:

    a. all other employees assigned to the work area were first offered and turned down the overtime hours (including holidays);
    b. all overtime hours worked under the Partnership Program will be paid in cash.

Fixed Night Shift

Definitions

Weekend. Friday and Saturday are the weekend for employees who work the night shift.

All night shifts are fixed shifts. When a night shift position becomes vacant, Management must post it for bids. If no one successfully bids, Management can fill the vacancy using Article 12, Section 7 of the Master Agreement.

If you work the night shift, your supervisor may temporarily reschedule you to a different shift for the following reasons:

- training or other staff development;
- informational meetings;
- workers' compensation light duty;
- temporary staffing shortages;
- emergencies.

If you do not work the night shift, your supervisor may temporarily reschedule you to the night shift for the following reasons:

- to cover vacant night shift positions during the vacancy filling process;
- to cover for a night shift employee's days off;
- to meet a temporary need for additional staff on the night shift;
- emergencies.

If your supervisor decides to temporarily reschedule to the night shift, s/he will:

1. decide which work area(s) employee(s) will be rescheduled from;
2. decide which class(es) are needed;
3. offer the assignment to capable and qualified employees (most State Seniority to least) until it is accepted. If no one accepts,
4. offer the assignment to capable and qualified intermittents until it is accepted. If no one accepts,
5. reschedule the capable and qualified employees with the least State Seniority excluding intermittents.

Article 2
Overtime

Definitions

Next (Immediate subsequent) shift. The next shift includes any shift that begins within one (1) hour of the end of the current shift.

Overtime Distribution. Article 6, Section 4 of the Master Agreement is changed as follows:

Your supervisor will make every effort to offer/assign overtime work as soon as possible.

If your supervisor needs someone to work overtime for the next shift, s/he will:

1. decide which class(es) will perform the work;
2. offer the overtime to all capable and qualified on duty employees in the selected class(es) and work area (most State Seniority to least) until the work is accepted. If no one accepts,
3. offer the overtime to capable and qualified employees listed on the roster for the selected class(es) and work area (most State Seniority to least) until the work is accepted. If no one accepts,
4. refer to Partnership procedure for offering overtime hours to employees outside the work area (remember, under work Partnership procedure, either inside or outside the work area, employees will be compensated using FLSA 40/7 rules);
5. assign the mandatory overtime to the employee on duty with the least State Seniority. (This assignment is rotated within each pay period starting with the least senior, capable and qualified employee.)

If your supervisor needs someone to work overtime for any time other than the next shift, s/he will:

1. decide which class(es) will perform the work;
2. offer the overtime to capable and qualified employees listed on the roster for the selected class(es) and work area (most State Seniority to least) until the work is accepted. If no one accepts,
3. refer to Partnership procedure for offering overtime hours to employees outside the work area (remember, under work Partnership procedure, either inside or outside the work area, employees will be compensated using FLSA 40/7 rules);
4. assign the mandatory overtime to the employee in the same pool offered the overtime with the least State Seniority, who is scheduled to work the shift right before the shift where the overtime is needed;
5. if no one is scheduled right before the overtime shift, assign the mandatory overtime to the employee with the least State Seniority in the work area. (This assignment is rotated within each pay period starting with the least senior capable and qualified employee.)

If there is a need to mandate and the person that is mandated has less than forty (40) hours relative to FLSA 40/7, the person will be extended to no more than ten (10) hours before premium pay begins.

In all instances, pay will begin at the end of your regularly scheduled shift.

If you are currently working overtime, you cannot be forced to work the next shift even if you are the least senior person.

In an emergency, Management may assign someone to deal with the situation regardless of the overtime distribution.

Overtime Liquidation. Article 6, Section 5A of the Master Agreement is changed as follows:

You may choose to be paid either cash or compensatory time for each overtime assignment you work.

On-call. Article 6, Section 7 of the Master Agreement is changed as follows:

If your supervisor decides that short notice on-call (thirty (30) minute response time) is needed, s/he will:

1. choose the capable and qualified volunteer with the most State Seniority;
2. provide the volunteer with pager to use while on-call.

Overnight Activities. Article 6 of the Master Agreement shall be supplemented as follows:

When you are assigned to supervise consumers in activities outside the home that extend beyond your normal shift, you will be paid:

- the on-call rate for consumer sleep time, not to exceed eight (8) hours;
- straight time for your shift of eight (8) or ten (10) hours;
- the overtime rate for the balance of the activity.

This compensation will be repeated every twenty-four (24) hour period for the duration of the activity.

You may choose either compensatory time or cash for this overnight activity.

Article 3
Holidays

Holiday on Day Off. Article 7, Section 5 of the Master Agreement is changed as follows:

If the holiday falls on your scheduled day off, holiday hours earned will be credited to your compensatory bank.

If you are scheduled and in pay status for all or part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Work on a Holiday. Article 7, Section 8A of the Master Agreement is changed as follows:

You must ask for the holiday off at least seven (7) days before the schedule that includes the holiday is posted. Otherwise, your supervisor will schedule the required number of employees who have the most State Seniority.

Holiday Payment. Article 7, Section 8B2 of the Master Agreement is changed as follows:

Your compensatory bank will be credited for holiday pay earned for work on a holiday.

Management and the Union agree to meet and confer to discuss holiday pay for part-time employees who work on the holiday.

Article 4
Vacation

Vacation Leave. Article 8, Section 3 of the Master Agreement is changed as follows:

If you are a part-time employee, vacation hours used will be prorated as follows:

- If you are part-time/partial insurance eligible, your base time/day will be four (4) hours.
- If you are part-time/full insurance eligible, your base/time will be six (6) hours.

You may supplement those hours up to a maximum of eight (8) vacation hours per day. If you work a ten (10) hour fixed night shift, you may supplement those hours up to a maximum of ten (10) vacation hours per day.

If problems arise using this proration language, the Union and Management agree to meet and confer in an effort to resolve the problem.

If the problem cannot be resolved, either the Union or Management may cancel this vacation proration language with thirty (30) days written notice to the other party.

If you successfully bid, or voluntarily transfer or demote to a different work area, your supervisor in the new work area may cancel any previously approved vacation if another employee in your new work area has approved leave for the same days.

If you are filling a vacancy in a newly established service, your supervisor in that service may cancel any previously approved vacation and ask you to resubmit your request.

Article 5
Vacancies, Filling of Positions

Job Posting. Article 12, Section 5 of the Master Agreement is changed as follows:

When a job is posted for a new or expanded service, Management may take longer than four (4) weeks to fill the position if the expected fill date is included on the job posting.

Probationary Period. Article 10, Section F of the Master Agreement is changed as follows:

If Management or Union believes extending your probation could result in a successful completion, Management and the Local Union may agree to an extension of up to three (3) months. A decision not to extend a probationary period cannot be grieved.

Article 6
Discipline

Article 16, Section 3 of the Master Agreement is changed as follows:

When determining the dates a suspension will be served, your supervisor may select days which have the least impact on the operation/program.

If you have been issued a suspension, you will not be eligible for voluntary overtime or Partnership hours within the same pay period.

DEPARTMENT OF HUMAN SERVICES/FERGUS FALLS REGIONAL TREATMENT CENTER/COMMUNITY SUPPORT SERVICES (CSS)

Article 1
Schedule Posting

Article 5, Section 1(C) is changed as follows:

If you are a Unit 4 day employee, your original work schedule with all changes will be posted in a convenient and prominent location in the scheduling unit where you work.

If you are a Unit 4 night employee, changes in your schedule will be posted within twenty-four (24) hours of notification or knowledge of the change. Your original work schedule will be posted in the listed area for your program:

- DDRC - Detox/Admissions Unit and Hope Unit
- MI Residential - Nursing Supervisor's Office

The Local Union and Management will meet and confer about new posting locations for Unit 4 night employees if Management reorganizes and the listed locations are not applicable.

Article 2
Meal Periods

Article 5, Section 1D of the Master Agreement is changed as follows:

Unless you work the night shift, you will be given your meal period between 10:30 A.M. and 1:30 P.M. or between 4:30 P.M. and 7:30 P.M. You may ask your supervisor for a different meal period.

You may take your meal period off campus or in any designated area on campus. You and your supervisor may agree that you can leave work one half (½) hour before the end of your shift

Article 3
Work Schedules

Article 5, Section 3 of the Master Agreement is changed as follows:

Definitions

Weekend: Saturday and Sunday are the weekend unless defined otherwise.

A. **Work Period**. If you are a full-time employee, your supervisor may use any of the following scheduling patterns:

1. No more than six (6) consecutive work days; no fewer than three (3) consecutive work days; consecutive days off; or

2. No more than seven (7) consecutive work days; no fewer than three (3) consecutive work days; two (2) weekends off out of every eight (8) weekends; consecutive days off; or,

3. No more than seven (7) consecutive work days; two (2) weekends off out of every four (4) weekends; days off may not be consecutive; or,

4. No more than seven (7) consecutive work days; two (2) weekends (Fri./Sat., Sat./Sun., Sun./Mon.) off out of every four (4) weekends; consecutive days off).

B. **Schedules**. If you are a Unit 4 full time employee who is not a Chemical Dependency Counselor/ Sr:

1. Management will assign one scheduling pattern to each position in your scheduling unit. For this subsection, A(1) above will include:

   - Five (5) consecutive work days; two (2) consecutive fixed days off. With each of those seven possible schedules a separate option, and
   - No more than six (6) work days; no fewer than three (3) work days; consecutive days off.

2. If Management assigns more than one (1) scheduling pattern in your scheduling unit to positions in the same class or among a group of classes selected by Management, those scheduling patterns will be posted for seven (7) days starting sixty (60) days after the effective date of the Master Agreement. During the seven (7) day posting period, you may notify your supervisor in writing which scheduling pattern interests you.

   You will receive the scheduling pattern you select in order of State Seniority, if:

   - You are capable and qualified, and
   - There is a capable and qualified person with less State Seniority in your scheduling unit to fill your current scheduling pattern.

3. Management will a have a transition period to place you in your selected scheduling pattern to avoid creating overtime.

4. When Management fills a vacancy in one of these positions, they may change that position's scheduling pattern. The posting will state the pattern has changed and indicate the new pattern.

There are several reasons Management can permanently change scheduling options in your unit/program. These reasons are:

- Efficiency

- The needs of the public, D.H.S., or the Center
- Better consumer services
- Better use of the facilities and/or you and other staff.

Management must do the following things before permanently changing the scheduling option(s) of a unit/program:

- Give the Local Union at least thirty (30) calendar days notice.
- Meet and confer with the Local Union to develop a reasonable scheduling pattern prior to the fourteen (14) day posting period before the new schedule(s) must be posted.

C. **Schedules**. If you are a Chemical Dependency Counselor/Senior, the scheduling pattern in place on the day the Master Agreement goes into effect will continue.

Management can permanently change your scheduling pattern and/or add new schedules in your scheduling unit by posting the new and/or changed schedules for seven (7) days. You may notify your supervisor in writing which schedule/scheduling pattern for positions in your class or among a group of classes in your scheduling unit interests you. You will receive the scheduling pattern you select in order of State Seniority, if you are capable and qualified for the position.

D. **Schedules**. If you are a full-time employee in Unit 2, 3, 6 or 7, the scheduling pattern in place on the day the Master Agreement goes into effect will continue.

There are several reasons Management can permanently change scheduling options in your unit/program. These reasons are:

- Efficiency
- The needs of the public, D.H.S., or the Center
- Better consumer services
- Better use of the facilities and/or you and other staff

Management must do the following things before permanently changing the scheduling option(s) of a unit/program:

- Give the Local Union at least thirty (30) calendar days notice.
- Meet and confer with the Local Union to develop a reasonable scheduling pattern prior to the fourteen (14) day posting period before the new schedule(s) are posted.

For all full-time employees: Your schedule may temporarily change for activities like training, staff development, informational meetings, team meetings, coverage, and special projects.

E. **Schedules. Part-time Employees**. Your schedule must include:

- At least four (4) days off in a two (2) week period.
- At least two (2) of the days off must be consecutive.
- No more than seven (7) consecutive work days.

Part-time Hours Procedure. If you are a part-time, but not a temporary or emergency, Unit 4 employee, you may work additional hours within the posting period at straight time in accordance with the following. If additional hours need to be worked within the fourteen (14) day posting period and the work cannot be performed by previously scheduled employees, your supervisor will:

1. Offer the additional hours to the capable part-time employee who has put in writing a desire for the work (most senior to least). If no one accepts the hours,
2. Have the right to assign the hours to other employees (e.g., intermittent, non-bargaining unit, or overtime) to accomplish the work.

If you are assigned the work as overtime, you are eligible for overtime pay.

If you have indicated a desire for additional hours in writing and you decline those hours as straight time, you will not be eligible for voluntary overtime for those hours.

Additional hours needed on a holiday will be distributed according to the overtime provisions of Supplemental Agreement between FFRTC and Local 735, AFSCME Council 5.

If you request leave time from your regular shift, you will not be offered additional hours that day. If you accept additional hours, you will not be granted leave time from your regular shift.

If you accept extra hours, you are expected to keep your commitment for those hours as if they were part of your normally scheduled shift.

You will not be offered additional hours using this procedure if they would result in payment of overtime under the Fair Labor Standards Act.

Any hours you are assigned beyond the fourteen (14) day posting period are not covered by these provisions.

Intermittent Employees. If you are an intermittent employee, your supervisor may schedule you to cover vacation, sick leave, leaves of absence, staff training and development, jury duty, informational meetings and workers' compensation situations. Your supervisor will offer all of the additional hours to part-time employees first, if the hours do not result in the payment of overtime.

Your supervisor will notify the Local AFSCME president in writing if you are an intermittent and will be scheduled more than five (5) working days. The notice will include your name, the name of the employee you are replacing and the dates.

Either Management or the Local Union may end this agreement with thirty (30) days written notice to the other party.

Fixed Night Shift (for all Units except Units 2 and 7). All night shifts are fixed. When a night shift position becomes vacant, Management must post it for bids. If your employment condition is part-time or intermittent, you cannot bid on a position that would change your employment condition unless it is a new position. If no one successfully bids on the position, Management may recruit and hire to fill the vacancy or reassign the person with the least State Seniority (Units 4 & 6) who is capable and qualified but not on a fixed night schedule.

If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

- Training or other staff development.
- Informational meetings.
- Jury duty.

If you do not work the night shift, your supervisor may temporarily schedule you to the night shift for the following reasons:

- To cover vacant night shift positions during the process of filling a vacancy.
- To cover days off of night shift employees.
- To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
- To cover for night shift staff temporarily scheduled to other shifts.
- Temporarily assign more staff to nights.
- Emergencies.

If your supervisor decides to temporarily reschedule to the night shift, (s)he will decide:

- Which class(es) are needed.
- Which work area employee(s) will be rescheduled from.

The employee(s) in the selected class(es) and work area with the least State Seniority who is capable and qualified will work the night shift.

If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. If you are still the capable and qualified employee with the least State Seniority (Units 4 & 6) for the night shift, your bid will be rejected; or,

2. Ask your human resources director to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less State Seniority (Units 4 & 6) who are capable and qualified, the employee with the least State Seniority (Units 4 & 6) will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or

3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class(es) and option, and you must both be capable and qualified for the other's position.

Shifts Between Days Off. Your supervisor will not schedule you to work more than two (2) shifts and/or two (2) shift changes between scheduled days off.

If you want an on-going schedule with more than two (2) shifts and/or two shift changes between days off, you must give your supervisor a written request at least seven (7) days before your schedule must be posted. The request must be for more than one scheduling period and include the beginning and ending dates for the modified schedule. Your supervisor will not unreasonably deny your request. To change back before the requested ending date, you must give your supervisor written notice at least seven (7) days before your schedule must be posted.

For this section only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off is considered the same shift. When there is a scheduled shift rotation, a change no more than two (2) hours from the starting time of the scheduled shift is not considered a change in shift.

Reduction to Part-time. Management may permanently reduce your employment condition from full-time to part-time only by a written agreement between you, Management and the Local Union. Management will provide you with a list of your affected benefits before the reduction.

The Local Union and Management may agree to change the terms of Article 3, Work Schedules.

Article 4
Holiday Pay

If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Article 5
Flextime Scheduling

The Local Union and Management may agree to a flextime scheduling plan.

Article 6
Overtime

Article 6, Section 4 of the Master Agreement is changed as follows:

Assignment.

If you are currently working an overtime assignment, you cannot be forced to work the next shift even if you are the least senior person.

You cannot volunteer or be forced to work more than sixteen (16) hours except for overnight activities, emergencies, or the change to Central Standard Time.

You cannot be assigned mandatory overtime if you are a full-time employee and are using leave adjacent to your days off. You may volunteer if you are on the voluntary sign up sheet during the period between the end of your last work shift and the beginning of your next shift.

If you work for the Mental Health Division and you have extra/special knowledge of a patient, you may be assigned to accompany that patient to accomplish a community placement regardless of the overtime distribution system.

Distribution.

Intermittent Employees. If you are an intermittent employee, you will not be assigned overtime for any shift (immediate or other than the immediate subsequent shift). However, you will be offered the hours of work prior to mandatory overtime being assigned.

Employees in Unit 4 and Food Service Workers in Unit 3. If you want to be offered voluntary overtime, you must put in writing the days and shifts of each pay period you are willing to work overtime before the beginning of the pay period. You may request to not be offered voluntary overtime by giving written notice to your supervisor. However, you can still be assigned to mandatory overtime. You can withdraw your request by giving written notice to your supervisor. Your request is effective after fourteen (14) days. If all employees within or among class(es) in a work unit ask to not be offered voluntary overtime, no voluntary "sign-up" sheet needs to be posted.

If your supervisor needs someone to work overtime for other than the next (immediately subsequent) shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to employees in the selected class(es) who are capable of performing the work, in the same work unit and have put in writing his/her interest in the shift (most State seniority to least) until the work is accepted. If no one accepts the overtime,

3. Have the right to assign mandatory overtime work to the employee in the same work area offered the overtime with the least State Seniority. This assignment will rotate within each pay period starting with the employee with the least State Seniority. No employee will be mandated to work an eight (8) hour shift if they have already been mandated for two (2) eight (8) hour overtime shifts in the pay period. However, no employee who is on their day(s) off shall be mandated to work an overtime shift.

If your supervisor needs someone to work overtime for the next shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to on-duty employees in the selected class(es) and the same work unit who are capable and have put in writing his/her interest in the shift (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

3. Offer the overtime work to off-duty employees in the selected class(es) and the same work area who are capable and have put in writing his/her interest in the shift (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

4. Only for employees in the Chemical Dependency Division, your supervisor may re-offer, in the same seniority order, an opportunity to work out an agreement to share the overtime hours with another capable employee scheduled for the next shift. If the overtime still remains,

5. Have the right to assign mandatory overtime to the on-duty employee(s) in the same pool offered the overtime with the least State seniority. This assignment will rotate within each pay period starting with the employee with the least State Seniority.

Employees in Units 2, 3 (Except Food Service Workers), 6 and 7. If your supervisor needs someone to work overtime for other than the next (immediately subsequent) shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to employees in the selected class(es) who are capable of performing the work (most State seniority to least) until the work is accepted. If no one accepts the overtime,

3. Have the right to assign mandatory overtime work to the employee in the selected class(es) capable of performing the work with the least State Seniority.

If your supervisor needs someone to work overtime for the next shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to on-duty, capable employees in the selected class(es) (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

3. Offer the overtime work to off-duty, capable employees in the selected class(es) (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

4. Have the right to assign mandatory overtime work to the on-duty employee(s) capable of performing the work with the least State seniority.

Employees in CSS. Employees who are scheduled only four (4) days off in the pay period will not be mandated overtime on those identified days off.

All Employees.

If there is an emergency, Management may assign someone to deal with it regardless of the overtime distribution.

If the work requiring overtime is already in progress, the employees performing the work will be assigned the overtime.

The next (immediately subsequent) shift includes any shift which begins within thirty (30) minutes of another. This includes part-time shifts that are extended.

If you are assigned overtime on the night shift starting the last Tuesday of the pay period, this shift will be determined to be the first mandatory overtime for the next pay period.

Article 7
Overnight Activities

Article 6 of the Master Agreement is changed as follows:

If you are assigned to supervise residents in activities that last for twenty (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Article 8
Call Back

Article 6, Section 7 of the Master Agreement is changed as follows:

You will not be paid Call Back mileage if you volunteer for overtime.

Article 9
Holidays

Article 7, Section 8(A) is changed as follows:

If more employees in your work unit are scheduled or would normally be scheduled to work on a holiday than are necessary, your supervisor will give the holiday off to the capable employee(s) in or among class(es) selected by your supervisor (most State Seniority to least) who requests it. If you do not request the holiday off at least seven (7) working days before posting the holiday schedule, you will be scheduled to work on the holiday (most State Seniority to least). You may request holidays off six (6) months in advance.

Any holiday included in an approved vacation request will be scheduled off.

Article 10
Vacation Leave

Article 8, Section 3 paragraph 3 of the Master Agreement is changed as follows:

If you request vacation for one (1) or more days at least five (5) weeks in advance, your request will be posted in your work unit. It will be posted within seven (7) days for one (1) week to allow other employees who want the same vacation to request it while your request is posted. Conflicts involving vacation schedules will be resolved using the Master Agreement. Your supervisor will respond to your request within one (1) week of the end of the posting. You may not request a vacation period more than six (6) months in advance. Management may establish deadlines for vacation requests within the six (6) month period, if the Local Union agrees.

If you are in a scheduling unit where MNA bargaining unit members are also scheduled, you may request a vacation of fourteen (14) consecutive days up to twelve (12) months in advance. These requests may only be canceled in total and with at least fourteen (14) days notice before the schedule is posted for the pay period in which the vacation begins.

Once a work schedule is posted, your hours of work shown on the schedule but extending fourteen (14) days beyond the posting period will not be changed to accommodate another employee's annual leave or alternate holiday request without your agreement.

Article 11
Leave of Absence Requests

When you have been notified of a reassignment or awarded a bid to a position in another work area/shift, you will submit all paid and unpaid leave requests that occur after you begin work at your new work area/shift to the supervisor of that work area/shift.

Article 12
Staffing Information

If the Local Union asks, Management will provide the staff complement for each work area once every six months.

Article 13
Filing of Positions

Article 12, Section 7 of the Master Agreement is changed as follows:

Vacant full- and part-time positions with full Employer insurance contribution will be filled as follows:

A. **Bidding**. Selection of employees will be made among bidders who are currently receiving full Employer insurance contribution in order of State Seniority (Units 4 & 6), if the successful bidder's ability and capacity to perform the job are relatively equal to other eligible bidders with full Employer insurance contribution.

B. **Seniority Unit Layoff List**. Selection will next be made from the Seniority Unit Layoff List unless the vacancy is being filled by an employee with more State Seniority (Units 4 & 6) who has received a permanent layoff notice.

   1. **Same Employment Condition**. Selection will next be made from employees on the Seniority Unit Layoff list, if there is one, in order of State Seniority (Units 4 & 6). No new appointments will be made in a class (or option) and employment condition where a Seniority Unit Layoff list exists until all employees on that list have been offered the position.

   2. **Different Employment Condition**. Selection will next be made from employees on the Seniority Unit Layoff List in order of State Seniority (Units 4 & 6) from employees laid off from a different employment condition of the vacancy to be filled. Selection is limited to the geographic area within thirty-five (35) miles of the position from which the employee was laid off.

C. **Claiming**. Before accepting a claim, Management has the option of filling the vacancy with a seniority unit employee with more State Seniority than any claimer who has received a permanent layoff notice. If this option is not used, see Article 15, Section 3 (D) 3 (g) regarding employee requests to claim positions in other seniority units to avoid layoff or bumping. If Management must choose between claimers, seniority will not be a consideration.

D. **Class (or Class Option) Layoff List**. If the vacancy is not filled through the claiming process or with a seniority unit employee who has received a permanent layoff notice, selection shall next be made from among employees on the Class (or Class Option) Layoff List. Selection from these employees will not be unreasonably denied.

   If Sections B, C, and/or D apply, selection will be next made from bidders not receiving full Employer insurance contribution. If Sections B, C, and/or D do not apply, bidders not receiving full Employer insurance contribution will be considered as provided in Section E (1) below.

E. **Other**. If the vacancy remains unfilled, Management will have the option of filling it using one of the following methods:

   1. **Eligible List**. If a promotion is made from an eligible list or to a Routine Service position, selection will be from bidders who are not receiving full Employer insurance contribution as well as employees in the same seniority unit whose names appear on the eligible list certified by the Department of Employee Relations or who have expressed interest in the Routine Service position in order of State Seniority, provided the most senior employee's ability and capacity to perform the job are relatively equal to other's eligible under this section; or

   2. **Voluntary Demotion**. If voluntary demotion is used, selection will be made by accepting the application of an employee who is willing to demote; or

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

   4. **Reinstatement**. If reinstatement is used, selection will be made by reinstating a former employee; or

5. **Other**. Management may also use any other appointment procedure in accordance with statute.

Vacant positions which are not eligible for full Employer insurance contribution will be filled in accordance with Article 12, Sections 5, 6 and 7 of the Master Agreement.

Probationary Periods.

Article 12, Section 10 of the Master Agreement is changed as follows:

If Management believes extending your probation could result in a successful completion, Management and the Local Union may agree to an extension of up to three (3) months. A decision not to extend a probationary period cannot be grieved.

Minnesota State Operated Community Services
Fergus Falls/Northwest Region

Section 1. Hours of Work.

Article 5, Section 1(A) of the Master Agreement is changed as follows:

Consecutive Hours. Your regular hours of work will be consecutive, not including your duty free meal period if you have one. There will be no split shifts unless agreed to by the Local Union and Management. Either the Local Union or Management may cancel a split shift agreement by giving thirty (30) days written notice.

Management and the Local Union agree to meet and confer about the following topics:

- Part-time Hours Procedure
- Variable Schedule Positions
- Partnership Hours Program
- CSS and SOCS employees sharing hours
- Expanded use of HST Overnight positions
- Split shifts
- Weekends off for part-time staff
- Extra hours for part-time staff
- Insurance eligibility issues for part-time staff

Article 5, Section 1(C) of the Master Agreement is changed as follows:

Schedule Posting. Your supervisor must post your work schedule at least fourteen (14) days before the effective date. The posting must include the following information:

- Days
- Shifts
- Hours

There are four (4) reasons your posted schedule can be changed without penalty:

1. If you are in Unit 4, your schedule may be changed if you and your supervisor agree.

2. You may exchange days, shifts or hours on the posted schedule with another employee if:

- You are capable and qualified to perform each other's duties.
- Your supervisor does not unreasonably deny the exchange.
- The exchange does not result in either of you becoming eligible for overtime.

3. You may change your own days, shifts or hours on the posted schedule if:

- Your supervisor approves the request.
- Your request does not make you eligible for overtime.

Article 5, Section 1 (D) of the Master Agreement is changed as follows:

Meal Periods. You will normally be scheduled to work a straight shift without an unpaid meal period. If you are scheduled for an unpaid meal period, it will be between thirty (30) and sixty (60) minutes long. You will be scheduled for an unpaid meal period only after you have worked for at least three (3) hours and no more than five (5) hours. Part-time employees may not be scheduled for an unpaid meal period.

Article 5, Section 3(B) of the Master Agreement is changed as follows:

Work Day. The normal work day is either eight (8) or ten (10) hours of work in a twenty-four (24) hour period.

There are several reasons Management can change the normal work day or begin using a shift not currently used. These reasons are:

- Efficiency
- The needs of the public, D.H.S., or the SOCS
- Better consumer services
- Better use of the facilities and/or you and other staff.

Management must do the following things before changing the normal work day or establishing a new shift:

- Give the Local Union at least thirty (30) days notice.
- If the Local Union requests it, discuss the changes before they are posted.

Article 5 of the Master Agreement is changed as follows:

Definitions.

Weekends: Saturday and Sunday are the weekend unless otherwise defined.

Work Period. The Local Union and Management will meet and confer to develop a reasonable scheduling pattern before the schedules must be posted. If no scheduling patterns are developed through this process, your supervisor may use any of the following scheduling patterns for full-time employees:

- A 6-2-3 rotation.
- A 6-2 rotation with four (4) consecutive days off every sixth week.
- A 7-5-3 or 3-5-7 rotation with every third weekend off.
- No more than seven (7) consecutive work days with two (2) weekends off out of every four (4) weekends. Scheduled days off may not be consecutive.

- No more than four (4) consecutive ten (10) hour days with every third weekend off.
- Scheduled days off may not be consecutive.
- Five (5) consecutive work days with two (2) consecutive days off. Days off must be fixed and bid by seniority.

Changes in the operation of a unit/program may force Management to permanently change your scheduling pattern. This can happen for the following reasons:

- Efficiency.
- The needs of the public, D.H.S., or the SOCS.
- Better consumer services.
- Better use of the facilities and/or you and other staff.

Management must do the following things before changing your scheduling pattern:

- Give the Local Union at least thirty (30) days notice.
- Meet and confer with the Local Union to develop a reasonable scheduling pattern for your unit/program before the new schedules are posted.

If you are a part-time employee, your schedule must include:

- At least four (4) days off in a two (2) week period.
- At least two (2) of the days off must be consecutive.
- No more than seven (7) consecutive work days.

Part-time Hours Procedure. If you are a part-time but not a temporary or emergency Unit 4 employee, you may work additional hours within the posting period at straight time in accordance with the following. If additional hours need to be worked within the fourteen (14) day posting period and the work cannot be performed by previously scheduled employees, your supervisor will:

1. Offer the additional hours to the capable part-time employee whose has put in writing a desire for the work (most senior to least). If no one accepts the hours,

2. Have the right to assign the hours to other employees (e.g., intermittent, non-bargaining unit, or overtime) to accomplish the work.

If you are assigned the work as overtime, you are eligible for overtime pay.

If you have indicated a desire for additional hours in writing and you decline those hours as straight time, you will not be eligible for voluntary overtime for those hours.

Additional hours needed on a holiday will be distributed according to the overtime provisions of Supplemental Agreement between FFRTC and Local 735, AFSCME Council 5.

If you request leave time from your regular shift, you will not be offered additional hours that day. If you accept additional hours, you will not be granted leave time from your regular shift.

If you accept extra hours, you are expected to keep your commitment for those hours as if they were part of your normally scheduled shift.

You will not be offered additional hours using this procedure if they would result in payment of overtime under the Fair Labor Standards Act.

Any hours you are assigned beyond the fourteen (14) day posting period are not covered by these provisions.

Intermittent Employees. If you are an intermittent employee, your supervisor may schedule you to cover vacation, sick leave, leaves of absence, staff training and development, jury duty, informational meetings and workers' compensation situations. Your supervisor will offer all of the additional hours to part-time employees first, if the hours do not result in the payment of overtime.

Your supervisor will notify the Local AFSCME president in writing if you are an intermittent and will be scheduled more than five (5) working days. The notice will include your name, the name of the employee you are replacing and the dates.

Either Management or the Local Union may end this agreement with thirty (30) days written notice to the other party.

Article 5 of the Master Agreement is changed as follows:

Fixed Night Shift. All night shifts are fixed. When a night shift position becomes vacant, the Management must post it for bids. If no one successfully bids on the position, Management can fill the vacancy by:

- Using Article 12, Section 7 of the Master Agreement, or
- Reassigning the capable and qualified volunteer with the most State Seniority who is not on nights from the work area that a reassignment would come from; if there are no volunteers,
- Reassign the person with the least State Seniority from same work area asked for volunteers. If that person is reassigned from a Regional Treatment Center to a State Operated Community Service, the Regional Treatment Center will be considered the work area.

If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

- Training.
- Staff development.
- Informational meetings.
- Jury duty.

If you do not work the night shift, your supervisor may temporarily schedule you to the night shift for the following reasons:

- To cover vacant night shift positions during the process of filling a vacancy.
- To cover for night shift employees' days off.
- To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
- To cover for night shift staff temporarily scheduled to other shifts.
- Temporarily assign more staff to the night shift
- Emergencies.

If your supervisor decides to temporarily reschedule to the night shift, (s)he will decide:

- Which class(es) are needed.
- Which work area employee(s) will be rescheduled from.

Your supervisor will then:

- Schedule the volunteer from the selected class(es) and work area with the most State Seniority who is capable and qualified; If there are no volunteers,
- Reschedule the employee with the least State Seniority from the same group asked for volunteers.

If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. If you are still the capable and qualified employee with the least State Seniority for the night shift, your bid will be rejected; or

2. Ask your supervisor to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less State Seniority who are capable and qualified, the employee with the least State Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or

3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class and option, and you must both be capable and qualified for the other's position.

If you have successfully bid on a night shift position, this section does not apply.

Reduction to Part-time. Management may permanently reduce your employment condition from full-time to part-time only by a written agreement between you, Management and the Local Union. Management will provide you with a list of your affected benefits before the reduction.

Section 2. Overtime.

Article 6, Section 4 of the Master Agreement is changes as follows:

If you want to be offered voluntary overtime, you must put in writing the days and shifts of each pay period you are willing to work overtime before the beginning of that pay period.

Overtime Distribution. If your supervisor needs someone to work overtime for the next (immediately subsequent) shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Prior to offering the hours to someone on the overtime sign up sheet, offer the overtime work to capable employees in the selected class(es) and in the same work unit who are on-duty (most State Seniority (Units 4 & 6) to least) until the work is accepted. If no one accepts the overtime,

3. Offer the overtime work to capable employees in the selected class(es) and in the same work area who have indicated in writing his/her interest in the shift (most State Seniority (Units 4& 6) to least) until the work is accepted. If no one accepts the overtime,

4. Have the right to assign mandatory overtime work to the capable employee(s) with the least State Seniority in the work unit who is on duty. This assignment will rotate within each pay period starting with the capable employee who has the least State Seniority (Units 4 & 6).

If your supervisor needs someone to work overtime for other than the next (immediately subsequent) shift, they will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to employees in the selected class(es) and in the same work unit who are capable of performing the work, and have indicated in writing her/his interest in the shift (most State Seniority (Units 4 & 6) to least) until the work is accepted. If no one accepts the overtime,

3. Have the right to assign mandatory overtime to the capable employee with the least State Seniority (Units 4& 6) in the selected class(es) in the same work unit who is scheduled for the shift before (immediately preceding) the overtime assignment. If no one is scheduled for that shift, the least senior capable employee in the work unit will be assigned. This assignment will rotate within each pay period starting with the capable employee who has least State Seniority (Units 4 & 6).

4. Employees who are scheduled only four (4) days in the pay period will not be mandated overtime on those identified days off.

In an emergency, Management may assign some one to deal with the situation regardless of the overtime distribution.

Your supervisor will assign overtime work as soon as practicable once the need is known.

Article 6 of the Master Agreement is changed as follows:

Overnight Activities. If you are assigned to supervise residents in activities that last for twenty (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Section 3. Holiday Pay.

Article 7, Section 6 of the Master Agreement is changed as follows:

If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Work on a Holiday. You will be compensated in cash for all hours worked on a holiday. In addition, you can choose either cash or vacation leave for your holiday. You must be eligible to earn and use vacation in order to earn your holiday as vacation leave.

Section 4. Vacation Leave.

Article 8 of the Master Agreement is changed as follows:

Vacation Requests. If you request a vacation of one (1) or more days at least five (5) weeks in advance, your request will be posted in your work unit. It will be posted within seven (7) days for one (1) week to allow other employees who may want the same vacation to request it.

If you fill a vacancy in a SOCS when it is started, your previously approved vacation may be canceled if necessary. You may resubmit the canceled vacation request in the new SOCS.

Section 5. Job Safety.

Article 11, Section 2 of the Master Agreement is changed as follows:

Local Safety Committee. Each department and/or principal place of employment (for example: institutions; Regional Treatment Centers, including Residential Services and Day Services; colleges; transportation department areas; D.N.R regions; etc.) will have a Safety Committee made up of representatives selected by Management and representatives selected by the Union, one (1) from each bargaining unit but no fewer than two (2) at a minimum. If there is more than one (1) exclusive representative in the department or principal place of employment, the Union will try to work out an arrangement with the other exclusive representative(s) to ensure their input to the Committee. Management's designated Occupational Health and Safety Officer will chair the Safety Committee and schedule its meetings. The Committee will meet at least quarterly or as often as is legally required. Additional meetings may be called by the Safety Officer, the Local Union or Management as needed. All Safety Committee meetings will be held during normal day shift working hours, on Management's premises, and without loss of pay.

The Safety Committee will review reports of personal injury accidents, property damage, and allegedly hazardous working conditions, provide support for a strong safety program, and review and recommend safety policies to Management. Normally, the Committee will acknowledge reports of allegedly hazardous working conditions in writing within thirty (30) days of receipt. The individual filing the report and the Management will receive a copy of the Committee's recommendations, if any, for handling of the report. In addition the Committee will give the individual filing a copy of Management's response and/or proposed actions, if any.

The Local Safety Committee in any facility with a laundry and/or kitchen will perform a routine survey to check temperature, humidity, exhaust systems, and fan systems in the laundries and kitchens. Management will coordinate technical assistance to the Local Safety Committee if asked.

A Local Union Officer or Safety Committee member is entitled to participate in any work site safety inspection conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. The Local Union President and the Chairperson of the Safety Committee will be given prompt notice of these inspections.

State owned and leased work sites will be inspected at least once per year where practicable. Inspections for work sites where there is no Local Safety Committee may be carried out by a representative of Management and a representative of the Local Union stationed at that work site.

Section 6. Vacancies, Filing of Positions.

Article 12, Section 1(A) of the Master Agreement is changed as follows:

Defined. A vacancy is an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements, or a shift opening in the seniority unit which Management decides to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability**,** promotions, demotions, successful bid or the creation of a new shift or seasonal work crew.

Article 12, Section 4 of the Master Agreement is changed as follows:

A. **Within a Work Area**. Your supervisor has the right to assign and reassign duties among employees in the same class and work area. This includes the right to reassign employees to an unfilled position in the same class, shift and work area provided the reassignment is within ten (10) miles.

B. **Between Work Areas or Shifts**. If a new position is created or a shift opening occurs and Management decides to fill the position or shift opening without adding another employee and the position is within forty (40) miles, Management will post the position for bids. If there are no bidders for the position, or to fill the position of successful bidder, Management will:

- Decide from which class (or option) and work area or shift the reassignment will be made;
- Reassign the qualified volunteer from the same class (or option) and work area or shift with the most seniority; if no one volunteers,
- Reassign the least senior person from the same pool.

If the reassignment is from the Regional Treatment Center to a SOCS, the Regional Treatment Center will be considered the work area.

Article 12, Section 5 of the Master Agreement is changed as follows:

Job Posting. When a vacancy occurs, Management will post a description of the vacancy on all employee bulletin boards or through procedures otherwise agreed to by Management and the Union for at least seven (7) calendar days. A posting cannot end on a weekend (Sat/Sun) or a holiday. The posting will include the following: the name of the class (or option), a general description of the duties, the work area, shift if applicable, normal hours of work, and the initial days off. A copy of the posting will be given to the Local Union president.

Vacancies in Junior/Senior Plans will be posted for and bids accepted from employees in either class. A list of Junior/Senior plans is in Appendix I.

Management can cancel a posted vacancy during the posting period. After the posting period, the vacancy can only be canceled because of a lack of funds. Management will document the lack of funds if requested by the Local Union. If there are eligible bids and the vacancy has not been canceled, it will be filled within four (4) weeks. When a SOCS is initially established, the posting will include the date the position is expected to be filled if it cannot be filled within four (4) weeks. For positions in previously established SOCS, the successful bidder will fill the position within fourteen (14) days of completing all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency will have a list or copies of job postings for vacancies in the other seniority units.

Article 12, Section 10 of the Master Agreement is changed as follows:

Probationary Periods. If Management believes extending your probation could result in a successful completion, Management and the Local Union may agree to an extension of up to three (3) months. A decision not to extend a probationary period cannot be grieved.

Section 7. Relocation Allowances.

Article 21, Section 1(C) of the Master Agreement is changed as follows:

Eligibility. You will only be reimbursed for relocation expenses if:

- Your new work location is at least forty (40) miles from your current work location, or
- Management requires you to move; and
- You move within six (6) months or have had an extension approved by Management.

Section 8. Labor/Management Committees.

Article 31, Section 3 of the Master Agreement is changed as follows:

Local Labor/Management Committees. Each State agency and/or principal place of employment (for example: correctional facilities; Regional Treatment Centers, including Residential Services and Day Services; colleges; transportation department areas; Dept. of Natural Resources regions) will have a local Labor/Management Committee. Local Committees will be made up of no more than seven (7) representatives from each of the Local Union(s) and Management. The purpose of the Committee is to improve communications between the Local Union and Management and to serve as a forum where issues of mutual concern can be discussed. The Committees will have no authority to conduct negotiations on contractual issues nor are they intended to substitute for the Grievance Procedure in this Agreement.

Local Labor/Management Committees in existence on the date this Agreement is effective may continue as currently constituted. All Labor/Management Committees will be governed by the general conditions described here.

Local Labor/Management Committees will meet at least quarterly, or by agreement. Meetings will be held during normal day shift working hours. Members will not lose pay for time spent at committee meetings. Management is not responsible for travel and subsistence expenses incurred, but reasonable travel time to and from committee meetings will be at no loss of pay, not exceeding the employee's regularly scheduled workday.

DEPARTMENT OF HUMAN SERVICES/MINNESOTA EXTENDED TREATMENT OPTIONS (METO) AND EASTERN MINNESOTA COMMUNITY SUPPORT SERVICES (EMCSS)

Article 1
Hours of Work

Schedule Posting: Article 5, Section 1C of the Master Agreement is changed as follows:

Your supervisor will identify you as 40/7 or 8/80 under the FLSA. Your supervisor will also identify the beginning of the work day and the beginning of the work week on the schedule.

Your supervisor must post your work schedule at least fourteen (14) days before the effective date. The posting must include the following information:

- Days/dates
- Shifts
- Hours

There are seven (7) reasons your posted schedule can be changed without penalty:

1. You may exchange days, shifts or hours on the posted schedule with another employee if:

   - You are capable and qualified to perform each other's duties,
   - Your supervisor approves the exchange, and
   - The exchange does not result in either of you becoming eligible for overtime.

2. You may change your own days, shifts or hours on the posted schedule if:

   - You request the change before the shift begins,
   - Your supervisor approves the request, and
   - Your request does not make you eligible for overtime.

3. If you work in the METO Vocational Program, your supervisor may change your posted schedule with three (3) days notice if it is necessary to obtain or maintain a job opportunity for a client.

    - Your qualifications will be the primary consideration, but your supervisor will consider State Seniority, if possible.

4. If you work in METO and have volunteered for the pool, your supervisor may assign you to a twenty-four (24) hour METO outreach service (public or private) with three (3) days notice if it is necessary to help a client stay in his/her home.

    - Every reasonable effort will be made to distribute these assignments equally among those who volunteers.

    - Part-time employees may volunteer to work additional shifts within the fourteen (14) day posting period. If no part-time employees volunteer, intermittents will be offered the shifts. If any shifts remain unfilled, the staff working the outreach assignment will be offered the shift before overtime is offered/assigned.

5. If you work in the METO Vocational Program, you may choose a temporary reassignment, paid leave (if you have any), or unpaid leave if:

    - Your work location is temporarily closed.
    - There is not enough work.

6. If you work in Region 7E, Region 10 or on the Metro Mobile Team, your supervisor will make a reasonable effort to follow your posted schedule, but may change your posted schedule with three (3) calendar days notice if it is necessary to respond to a client in crisis.

    - Your qualifications will be the primary consideration.
    - Your supervisor will consider State Seniority, if possible.
    - Your supervisor will also notify the Local Union and provide them with your name, reason for the change (type of assignment) and end date of the assignment.

    The Local Union may request a meet and confer to resolve problem(s) that may arise. If the problem(s) cannot be resolved, the language may be abolished with thirty (30) days' written notice to Management.

7. If the service where you work is temporarily not open or is underutilized, your supervisor will offer you the choice of any combination of the following:

    - Temporary reassignment,
    - Paid leave, or
    - Unpaid leave.

    You and your supervisor must agree on the resulting assignment/leave.

Work Day: Article 5, Section 3B of the Master Agreement is changed as follows:

The normal work day will be from six (6) to ten (10) hours within twenty-four (24) hours, not including a duty free, unpaid meal period. You may or may not be scheduled a duty free meal period.

Management can change the normal work day or begin using a shift not currently used for the following reasons:

- Efficiency.
- To meet the needs of the public, the Department of Human Services and/or METO/EMCSS.
- To benefit the client(s).
- To make better use of the facilities and/or you and other staff.

Management must do the following things before making any of these changes:

- For METO/EMCSS, give the Local Union at least fourteen (14) days notice; and in either case,
- If the Local Union requests it, discuss the changes before they are posted.

Work Period

Definitions

Weekend. Saturday and Sunday are the weekend unless defined otherwise.

Full-Time Employees: Article 5, Section 3D of the Master Agreement is changed as follows:

The Local Union and Management may meet and confer to develop reasonable scheduling patterns before the schedules must be posted. If no scheduling patterns are developed through this process, your supervisor may use any of the following scheduling patterns:

- A 6-2-3 rotation.
- A 6-2 rotation with four (4) consecutive days off every sixth (6th) week.
- No more than six (6) consecutive work days with two (2) weekends off out of every six (6) weekends. Other scheduled days off may not be consecutive.
- No more than four (4) consecutive ten (10) hour work days with every third (3rd) weekend off. Other scheduled days off may not be consecutive.
- Five (5) consecutive work days with two (2) consecutive days off. The days off must be fixed. You must bid for fixed days off and bids will be awarded by seniority.

Changes in the operation of a program or unit may force your supervisor to permanently change your scheduling pattern. This can happen for the following reasons:

- Efficiency.
- To meet the needs of the public, the Department of Human Services and/or METO/EMCSS.
- To benefit the client(s).
- To make better use of the facilities and/or you and other staff.

Your supervisor must give you at least twenty-eight (28) days notice before permanently changing your scheduling pattern.

Part-Time Employees

Your schedule must include:

- At least four (4) days off in a pay period.
- At least two (2) of the days off must be consecutive.
- No more than seven (7) consecutive work days.
- At least one (1) weekend off out of six (6) (Crisis Respite Homes only).

Late/night positions may be established. These positions will be used first when it is necessary to cover for other late and night shift positions.

Meet and Confer: If a change is intended in the 40/7 or 8/80 status, Management agrees to meet and confer with the Local Union.

Shifts Between Days Off

You cannot be scheduled for more than two (2) shifts and/or two (2) shift changes between scheduled days off.

Fixed Night Shift

Definitions

Weekend. Friday and Saturday are the weekend for employees who regularly work the night shift.

All night shifts are fixed. When a fixed night shift or a Lat/Night (L/N) position becomes vacant, Management must post it for bids. If no one successfully bids, Management can fill the vacancy by using Article 12, Section 7 of the Master Agreement, or by reassigning another staff person as follows:

1. The supervisor will reassign the capable and qualified volunteer with the most State Seniority who does not work the night shift. (In METO, this is the whole on-campus program.)

2. If no one volunteers, the supervisor will choose the capable and qualified person not working the night shift with the least seniority.

If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

- Training or other staff development.
- Informational meetings.
- Workers' Compensation and/or light duty.

If you do not work the night shift, your supervisor may temporarily reschedule you to the night shift for the following reasons:

- To cover for a night shift employee on a leave of six (6) months or less.
- To cover for a night shift employee temporarily scheduled to another shift.
- To cover vacant night shift positions during the vacancy filling process.
- To cover for a night shift employee's days off.
- To meet a temporary need for additional staff on the night shift.
- Emergencies.

If you have been permanently assigned to the night shift and you want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. (If you are still the least senior capable and qualified employee for the night shift, your bid will be denied.)

2. Ask your supervisor to remove you from the night shift (you must have worked the night shift for at least three (3) months). If there are other employees in your work area (for METO, this means the whole program) not on the night shift with less State Seniority than you, your supervisor will exchange shifts between you and the employee with the least State Seniority. You must be capable and qualified to perform the duties of the other position.

3. Exchange shifts with another employee who does not work the night shift. You must:

   - Both be in the same work area and class,
   - Both be capable and qualified for the other's position, and
   - Your supervisor must permit the exchange.

If you successful bid on a night shift position, these three options do not apply to you.

The Local Union and Management agree to meet and confer to discuss how training is scheduled for night staff.

Article 2
Overtime

Article 6, Section 4 of the Master Agreement is changed as follows:

Definitions

Next (immediate subsequent) shift: The next shift includes any shift that begins within one (1) hour of the end of the current shift. In METO, if you are scheduled for in-service from 7:30 a.m. – 4:00 p.m., you will be considered part of the 6:30 a.m. – 3:00 p.m. shift.

Overtime Distribution

Your supervisor will make every effort to offer/assign overtime work as soon as possible.

If your supervisor needs someone to work overtime for the next shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime to all capable and qualified on duty employees in the selected class(es) and work area (most State Seniority to least) until the work is accepted. If no one accepts,

3. Assign the mandatory overtime to the employee from the same pool with the least State Seniority. (This assignment is rotated within each pay period starting with the least senior, capable and qualified employee.)

If your supervisor needs someone to work overtime for any time other than the next shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime to capable and qualified employees within the selected class(es) and work area (most State Seniority to least) until the work is accepted. If no one accepts,

3. Assign the mandatory overtime to the capable and qualified employee in the selected class(es) and work area with the least State Seniority who is scheduled to work the shift right before the shift where the overtime is needed.

4. If no one is scheduled right before the overtime shift, assign the mandatory overtime to the employee with the least State Seniority in the pool of people identified in #2 above. (This

assignment is rotated within each pay period starting with the least senior, capable and qualified employee.)

If you are currently working overtime, you cannot be forced to work the next shift, even if you are the least senior person. You cannot be assigned mandatory overtime between your last scheduled shift and approved leave. (Approved leave includes vacation, sick leave, compensatory time, holiday or alternate holiday).

If you do not want to be offered overtime, you give your supervisor written notice. You may withdraw your request with a fourteen (14) day notice to your site supervisor. You may make one (1) change per calendar year quarter.

If an emergency, Management may assign someone to deal with a situation, regardless of the overtime distribution.

Snow Removal (METO)

Management will create a list of snow removal crew members in order of State Seniority. When snow removal is necessary, the person responsible will:

1. Offer the overtime to the first person on the list.

2. Rotate that person to the bottom of the list after making the offer.

3. Continue the process throughout the snow removal season.

Overtime Liquidation

Article 6, Section 5 of the Master Agreement is changed as follows:

- Each pay period you must choose which overtime hours earned that pay period will be paid in cash and which overtime hours will be credited to your compensatory bank.
- You may choose either cash or compensatory time for each overtime assignment you work.

Overnight Activities

Article 6 of the Master Agreement shall be supplemented as follows:

When you are assigned to supervise consumers in activities that last over twenty-four (24) hours, you will be paid eight (8) hours straight time, eight (8) hour at your overtime rate and eight (8) hours at the on-call rate.

You may choose either compensatory time or cash for this overnight activity.

Article 3
Holidays

Holiday On Day Off

Article 7, Section 5 of the Master Agreement is changed as follows:

If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Holiday Payment

The Local Union and Management agree to meet and confer to discuss holiday pay for part-time employees.

Article 4
Vacation

Vacation Leave

Article 8, Section 3 of the Master Agreement is changed as follows:

If you successfully bid to a different work area, you must submit any future vacation requests to your supervisor in the new work area the day you are awarded the bid.

If you are filling a vacancy in a newly established service, your supervisor in that service may cancel any previously approved vacation and ask you to submit an amended request.

If you are a Unit 4 employee and wish to cancel an approved vacation of five (5) or more working days, you are required to cancel the entire vacation. If the request to cancel such a vacation is submitted twenty-one (21) or fewer calendar days prior to the start of the leave, the approval to rescind shall be at the discretion of your supervisor.

Article 5
Vacancies, Filling of Positions

Vacancy Defined

Article 12, Section 1A of the Master Agreement is changed as follows:

A vacancy is:

- An open position in the classified service expected to last longer than six (6) months,
- which Management decides to fill.

A vacancy occurs when:

- You leave a position and the Seniority Unit permanently.
- You take a leave of absence expected to last longer than six (6) months.
- You are permanently reassigned forty (40) or more miles away.
- Management creates a new position or shift.

Reassignments Between Work Areas or Shifts

Article 12, Section 4A of the Master Agreement is changed as follows:

If Management decides to fill a position without adding more staff, it may permanently reassign an employee who works within forty (40) miles of the position. In the reassignment process, Management will:

1. Decide from which class, work area and shift the reassignment will be made.

2. Reassign the qualified volunteer from that class, work area and shift with the most State Seniority. If no one volunteers,

3. Reassign the person in the same pool as above with the least State Seniority.

Article 12, Section 4C of the Master Agreement is changed as follows:

If a staff/client or staff/staff relationship issue arises, Management may permanently reassign staff to another area after a Meet and Confer with the Local Union.

Job Posting

Article 12, Section 5 of the Master Agreement shall be supplemented as follows:

Management may take longer than four (4) weeks to fill the position if the Local Union agrees and is notified in advance.

Article 12, Section 6 of the Master Agreement shall be supplemented as follows:

For purposes of bidding, MRRPL's will be allowed to bid on HSSS positions. If you are a successful bidder, your salary will be treated as a voluntary demotion under the Master language.

Probationary Period

Article 12, Section 10 C 1. & 2. is changed as follows:

Your probationary period is nine (9) months if:

- You are in Unit 204, and
- You work at least 50% time, and
- You have an unlimited appointment (not temporary).
- You are appointed from outside the METO/EMCSS program.

Your probation is fifteen hundred sixty-six (1,566) hours (this includes only actual hours worked, excluding overtime) to a maximum of eighteen (18) months if:

- You are in Unit 204, and
- You work less than 50% time, or
- You are an intermittent.
- You are appointed from outside METO.

You will receive a performance evaluation at approximately three (3), six (6) and nine (9) months or approximately five hundred twenty (520), one thousand forty (1,040), and one thousand five hundred sixty-six (1,566) hours, whichever is appropriate. You may be certified at the end of nine (9) months or fifteen hundred sixty-six (1,566) hours or after two (2) consecutive satisfactory appraisals, whichever comes first. Any leave of ten (10) consecutive work days or more will be added to the nine (9) months.

Probation Extension

Article 12, Section 10 is supplemented as follows:

Except for employees in Unit 4, your supervisor may extend your probationary period by up to three (3) months or five hundred forty-four (544) hours if you work less than fifty percent (50%) time or are intermittent. The Local Union and Management must agree to any extension.

Article 6
Relocation Expenses

Eligibility

Article 21, Section C of the Master Agreement is changed as follows:

You will be reimbursed for relocation expenses only if:

- Your new work site is at least forty (40) miles from your current work site, or
- Management requires you to move; and
- You move within six (6) months or have had an extension approved by Management.

This language does not apply to you if you currently commute at least forty (40) miles or more to your work location, unless your supervisor transfers or reassigns you to a new work location at least forty (40) miles away from your current work location.

Article 7
Discipline

Article 16, Section 3 of the Master Agreement is changed as follows:

You will not be eligible to work additional hours during a period of suspension when the days are consecutive. The period of suspension may or may not include your days off.

Article 8
Meet and Confer

Management and the Local Union agree to meet and confer to discuss an attendance incentive program.

DEPARTMENT OF HUMAN SERVICES/MINNESOTA SEX OFFENDER PROGRAM (MSOP)/MOOSE LAKE

Article 1
Meal Periods

Article 5, Section 2 of the Master Agreement is changed as follows:

If your shift includes an unpaid meal period, you will normally be given your meal period between 11:00A.M. and 1:00 P.M. or between 5:00 P.M. and 7:00 P.M. You may ask your supervisor for a different meal period.

Article 2
Turnaround Time

Article 5, Section 3C of the Master Agreement is changed as follows:

You will not be scheduled for less than seven and one half (7 1/2) hours off between shifts. If you are a Unit 4 employee, your supervisor will try to schedule you for a middle shift when you have an early shift the next day.

Article 3
Work Schedules

Article 5, Section 3 of the Master Agreement is changed as follows:

Definitions

Weekend: Saturday and Sunday are the weekend unless defined otherwise.

1. **Work Period**. For full-time employees not covered by subsection 2 below, your supervisor can schedule you to work:

   a. No more than six (6) consecutive days; no fewer than three (3) consecutive days; consecutive days off; or,

   b. No more than seven (7) consecutive days; no fewer than three (3) consecutive days; two (2) or more weekends off out of every eight (8) weekends; consecutive days off; or,

   c. No more than seven (7) consecutive days; two (2) weekends off out of every four (4) weekends; days off may not be consecutive.

2. **Full-time Unit 4 Employees**. If you are assigned to the night shift, the scheduling patterns and practices in use on the effective date of the Master Agreement will continue. You and your supervisor may agree to change the scheduling pattern/practice. Management retains the right to permanently change the scheduling pattern using the provisions of this Supplemental Agreement.

   The scheduling pattern/practice for full-time employees in use on the effective date of the Master Agreement will continue.

   Your supervisor can change the starting or ending times of a shift by no more than two (2) hours with fourteen (14) days notice.

   Your supervisor may temporarily change your schedule for training, staff development, informational meetings, team meetings, and special projects.

   Management must do the following before permanently changing the scheduling option(s) of a unit/program:

   - Give the Local Union at least twenty-eight (28) days notice.
   - Meet and confer with the Local Union to develop a reasonable scheduling pattern before the new schedule(s) must be posted.

3. **Part-time Employees**. Your schedule must include:

   - At least four (4) days off in a two (2) week period.
   - At least two (2) of the days off must be consecutive.
   - No more than seven (7) consecutive work days.

   You must be scheduled a minimum of two (2) days off between consecutive seven (7) day work periods.

   A. **Part-time Hours Procedure**. This procedure applies to all Unit 4 Security Counselors and Food Service Workers at the Minnesota Sex Offender Program:

      If additional coverage is needed within the posting period and that work cannot be performed by previously scheduled employees (i.e., temporary reassignment), your supervisor will first offer the work to part-time employees using the voluntary overtime distribution procedure. If you accept the hours, you are not eligible for "penalty pay".

      You are not eligible for the work if it would cause overtime according to the Fair Labor Standards Act.

      If no one eligible accepts the work, your supervisor may assign the hours to other employees (e.g., intermittent, non-bargaining unit, or overtime. This list is not inclusive).

      Any hours you are assigned beyond the fourteen (14) day posting period are not covered by these provisions.

      If you are assigned work as overtime, you are eligible for overtime pay.

      Additional hours worked under this procedure will not affect your eligibility for health insurance.

4. **Fixed Night Shift (for all Units except Units 2 and 7)**. All night shifts are fixed. When a night shift position becomes vacant, Management must post it for bids. If no one successfully bids on the position, Management may recruit and hire to fill the vacancy or reassign the person with the least State Seniority who is capable and qualified but not on a fixed night schedule.

   If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

   - Training or other staff development.
   - Informational meetings.
   - Jury duty.

   If you do not work the night shift, your supervisor may temporarily schedule you to the night shift for the following reasons:

   - To cover vacant night shift positions during the posting, bidding and hiring process.
   - To cover days off of night shift employees.
   - To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
   - To cover for night shift staff temporarily scheduled to other shifts.
   - Temporarily assign more staff to nights.
   - Emergency situations.

If your supervisor decides to temporarily reschedule to the night shift, (s)he will decide:

- Which class(es) are needed.
- Which work area(s) employee(s) will be reassigned from.

The capable and qualified employee(s) in the appropriate class(es) and work area with the most State seniority who requests will work the night shift. You must submit in writing to your supervisor your preference to work the night shift. Your written preference will be kept on file and assignments to nights will be made by seniority. If no one requests the reassignment, the capable and qualified employee(s) in the appropriate class(es) and work area with the least State seniority will work the night shift. If that employee has been scheduled for a holiday off, the least senior employee not off for the holiday will work the night shift.

If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. If you are still the capable and qualified employee with the least State Seniority for the night shift, your bid will be rejected; or

2. Ask your Human Resources Director to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less State Seniority who are capable and qualified, the employee with the least State Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or

3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class(es) and option selected by Management, and you must both be capable and qualified for the other's position.

5. **Shifts Between Days Off**. Your supervisor will not schedule you to work more than two (2) shifts and/or two (2) shift changes between scheduled days off.

   For this section only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off is considered the same shift. When there is a scheduled shift rotation, a change no more than two (2) hours from the starting time of the scheduled shift is not considered a change in shift. (MSOP has security counselor shifts that start and end with-in thirty (30) minutes and are considered the same shift.)

   The Local Union and Management may agree to change the terms of Article 3, Work Schedules.

Article 4
Holiday Pay

Article 7, Section 5 of the Master Agreement is changed as follows:

When your holiday falls on your regularly scheduled day off, the holiday pay earned will be credited to your compensatory bank.

Article 7, Section 6 of the Master Agreement is changed as follows:

If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Article 7, Section 8 (B)2 of the Master Agreement is changed as follows:

You will be paid in cash at your overtime rate and in compensatory time equal to holiday pay for all hours worked on the holiday.

Article 5
Scheduling

The Local Union and Management may agree to a flextime scheduling plan.

Food Service Workers

1. Food Service Workers may be scheduled a combination of hours in Food Service and Housekeeping.

2. Article 5 of the Master Agreement shall be supplemented and/or modified as follows: Intermittent Food Service Workers may be scheduled to cover vacation, sick leave, leaves of absence, and workers' compensation situations for employees in the General Maintenance Workers classification at the MSOP. However, part-time employees shall be scheduled the additional hours first, if the hours do not result in the payment of overtime.

3. Once all part-time (50%) Food Service Workers have been scheduled for 40 hours additional housekeeping hours known before the posted schedule shall be scheduled as equally as possible among eligible Food Service Workers who desire additional hours. Distribution will begin with the most senior employee. Equal distribution will be determined over the course of the calendar year.

4. The Part-Time Hours procedure and Voluntary Overtime Sign-Up Sheets shall be implemented. The Food Service Worker sign-up sheets shall be used for both food service and housekeeping coverage.

Article 6
Overtime

Article 6, Section 4 of the Master Agreement is changed as follows:

Assignment. If you are currently working an overtime assignment, you cannot be forced to work the next shift even if you are the least senior person.

If you are a full-time employee, you are not eligible for mandatory overtime between your last scheduled shift and an approved vacation of at least one shift. *(Emergency covered below.)*

Distribution. For Security Counselors and Security Counselor Leads at DOC and all other Unit 3 and 4 employees, the following apply:

Your supervisor will assign overtime work as soon as possible once the need is known.

If you want to be offered voluntary overtime work, you must put in writing the days and shifts of each pay period you are willing to work overtime before the start of that pay period.

If your supervisor needs someone to work overtime for the next (immediately subsequent) shift, (s)he will:

a. Decide which class(es) will perform the work.

b. Offer the overtime work to on-duty employee(s) in the selected class(es) who are capable, in the same work unit, and have put in writing his/her interest in the shift (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

c. Offer the overtime work to off-duty employees in the selected class(es) who are capable, in the same work unit and have put in writing his/her interest in the shift (most State Seniority to least). If no one accepts the overtime,

d. Have the right to assign mandatory overtime work to the on-duty employee(s) with the least State Seniority in the same work unit who is capable of performing the work. This includes capable employees on duty when the overtime assignment is made, whose shifts end no more than two (2) hours before the start of the overtime. This assignment will rotate within each pay period starting with the capable employee with the least State Seniority.

If your supervisor needs someone to work overtime for other than the next shift, (s)he will:

a. Decide which class(es) will perform the work.

b. Offer the overtime work to employees in the selected class(es) in the work unit who are capable of performing the work and have put in writing his/her interest in the shift (most State seniority to least) until the work is accepted. If no one accepts the overtime,

c. Have the right to assign mandatory overtime work to the capable employee in the work unit with the least State Seniority who is scheduled for the shift immediately before the overtime. This includes any shift which ends no more than two (2) hours before the start of the overtime. This assignment will rotate within each pay period starting with the capable employee with the least State Seniority.

Overtime Distribution for Security Counselors and Security Counselor Leads at DOC. For distribution of overtime, Residential Security Counselors will be one work area facility wide and Security Services Security Counselors will be another work area facility wide. Residential Security Counselors can only be offered or assigned overtime for Residential Security Counselors and Security Services Security Counselors can only be offered or assigned overtime for Service Services Security Counselors.

Next (Immediately Subsequent) Shift. Your supervisor will:

1. Offer the overtime to capable Security Counselors then on duty in the selected work area, Residential or Security (most State Seniority to least). If no one accepts the overtime,

2. Offer it to the capable employees in the selected work area who have indicated an interest in the overtime on the voluntary sign up sheet. If no one accepts the overtime,

3. Assign mandatory overtime to the capable employee in the work area on duty with the least State Seniority. This assignment will be rotated within each pay period starting with the employee in the work area with the least State Seniority.

For Other than the Next Shift. Your supervisor will offer the overtime to the capable employees in the selected work area who have indicated an interest in the overtime on the voluntary sign up sheet. If no one accepts the overtime, filling the shift will be postponed until the shift immediately before the overtime. The overtime will then be offered using the procedure for “next (immediately subsequent) shift”.

Additional Information. You are only eligible to be offered or assigned overtime if you are working a shift that ends no more than one-half (1/2) hour before or after the start of the overtime.

Article 7
Overnight Activities

Article 6 of the Master Agreement is changed as follows:

If you are assigned to supervise residents in activities that last for twenty (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Article 8
Vacation Requests

Article 8, Section 3 is changed as follows:

You may submit requests for vacation up to one (1) year in advance.

For purposes of vacation requests, compensatory and vacation time will be considered the same.

To cancel a vacation of five (5) or more consecutive days, you must give notice to your supervisor a minimum of four (4) weeks before the first day of the posting period in which the vacation occurs.

When you bid, voluntarily transfer, or voluntarily demote to a different work area and you have an approved vacation, your new supervisor may cancel it if an employee already working in the work area has previously approved leave for any of the same days. The need to limit vacation will be prospective and noted on the job posting.

Article 9
Clean-up

Article 11 of the Master Agreement is changed as follows:

You will be allowed time to clean up and/or change your clothes if you become soiled. Your supervisor will not unreasonably deny you permission for this.

Article 10
Union Meetings

Management will make a reasonable effort to schedule one Local Union Officer, Executive Board Member, or steward from each scheduling unit for an early shift once a month on the day of the Local Union meeting. The employee requesting the early shift must notify her/his supervisor in writing at least seven (7) days before that schedule is posted.

Article 11
Staffing Information

If the Local Union asks, Management will provide the staff complement for each work area once every six (6) months.

Article 12
Filing of Positions

Article 12, Section 1(A) of the Master Agreement is changed as follows:

Defined. A vacancy is an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental

Agreements, or a shift opening in the seniority unit which Management decide to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid or the creation of a new shift or seasonal work crew.

Eligible Bidders. Security Counselor Leads shall be eligible to bid on Security Counselor vacancies. If you are a successful bidder, your salary will be treated as a voluntary demotion under the Master language.

Probationary Periods.

Article 12, Section 10(F) of the Master Agreement is changed as follows:

If Management or the Local Union believes extending your probation could result in a successful completion, Management and the Local Union may agree to a limited extension of up to five-hundred twenty-two (522) hours. A decision not to extend a probationary period can not be grieved.

Article 13
Leave of Absence

If you are a permanent employee who does not pass a background check or has practice restrictions placed on your license by an outside agency, the Appointing Authority will make every reasonable effort to accommodate the restriction. If the restriction cannot be accommodated, you will be allowed to request an unpaid leave of absence. The accommodation or the leave of absence will continue for the duration of the appeal process.

Article 14
Uniforms

Employees required to wear a uniform as a condition of employment shall be furnished with the necessary uniforms by the Appointing Authority.

The parties agree to meet and confer regarding the Appointing Authority's policy on Uniforms.

Minnesota State Operated Community Services - Developmental Disabilities, Moose Lake

Article 1
Hours of Work

Article 5, Section 1(A) of the Master Agreement is changed as follows:

Consecutive Hours. Your regular hours of work will be consecutive, not including an unpaid meal period if you have one. There will be no split shifts unless agreed to by the Local Union and Management. Either the Local Union or Management may cancel a split shift agreement by giving twenty-eight (28) days written notice.

Article 5, Section 1(C) of the Master Agreement is changed as follows:

Schedule Posting. Your supervisor must post your work schedule at least fourteen (14) days before the effective date. The posting must include the following information:

- Days
- Shifts
- Hours

There are three (3) reasons your posted schedules can be changed without penalty:

1. You may exchange days, shifts or hours on the posted schedules with another employee if:

    - You are capable and qualified to perform each other's duties.
    - Your supervisor does not deny the request.
    - The request does not result in either of you becoming eligible for overtime.

2. You may change your own days, shifts or hours on the posted schedule if:

    - Your supervisor does not deny the request.
    - Your request does not make you eligible for overtime.

3. If you work in the DT&H or DD Crisis Home, your supervisor will make a reasonable effort to follow your posted schedule, but may change your posted schedule with three (3) working days notice if it is necessary to obtain or maintain a job opportunity for a client or for an admission to a crisis home or outreach service.

    - Your qualifications will be the primary consideration.
    - Your supervisor will consider State Seniority.

If the service where you work is temporarily not open or is underutilized, your supervisor will offer you the choice of any combination of the following:

- Temporary reassignment,
- Paid leave, or
- Unpaid leave.

You and your supervisor must agree on the resulting assignment/leave.

<u>Variable Schedule HST Positions</u>

1. The maximum number may be increased or decreased with the written approval of the Local Union and Appointing Authority. For the purposes of layoff variable schedule employees will be considered a separate employment condition.

2. All position postings shall clearly state job duties, variable schedule and insurance eligibility conditions. The loss of insurance coverage will not invoke DHS or Master Agreement layoff language. Loss of eligibility and/or changes in contribution levels shall apply to the individual directly affected by such change.

3. Variable schedule employees will be offered and must average a minimum of 1044 hours in twelve (12) consecutive months to maintain insurance eligibility under Article 19 of the Master Agreement.

4. Variable Schedule employees will be scheduled for a portion of their time. However additional hours may be assigned within the posting period. Additional hours and schedule changes within the posting period will be treated as a posted schedule and will not result in penalty pay. Every reasonable effort shall be made to schedule and assign work to variable schedule employees on an equal distribution basis.

5. Variable schedule employees will be notified thirty (30) days in advance of the end of his/her twelve consecutive months if he/she may lose their coverage so the employee can make alternative plans. The Appointing Authority will review and adjust insurance contributions between full and partial levels on a quarterly basis.

6. Variable schedule employees will be scheduled for a minimum of four (4) days off in a two (2) week period. At least two (2) of the days shall be consecutive. They can refuse additional hours within the posted schedule three (3) times per quarter. The fourth refusal or consistent unavailability when contacted for additional hours in a quarter may result in disciplinary action.

7. Variable schedule employees will be assigned to "supervisor clusters". This means that if their supervisor supervises three sites, they will be able to pick up hours at any of their supervisor's sites. The voluntary extra hours procedure is only applicable to employees signed up to work at sites other than those within their "supervisor cluster".

8. Variable schedule employees' sick leave charges shall be equal to the number of posted hours or a minimum of four (4) hours of sick leave (or other leave in lieu of sick leave as appropriate and approved) will be charged if an employee is sick when offered additional hours within the posted schedule.

9. Variable schedule employees' vacation leave charges shall be equal to the number of posted hours, a minimum of four (4) hours for short notice vacations or up to a maximum of forty (40) hours if off the entire pay period.

10. Variable schedule employees' may request short notice vacation. Short notice vacation will not be granted when an employee is being called for additional hours.

11. Variable schedule employees must be on an approved vacation or a day off not to accept additional hours assigned within the posting period and not have it count as a refusal.

12. Variable schedule employees must provide the Appointing Authority with a means for communication in offering additional shifts. (i.e. phone #, cell phone #, pager #)

Voluntary Extra Hours Procedure. If additional work is needed within the posting period and it cannot be performed by previously scheduled employees (i.e., temporary reassignment), the following procedure will apply.

You are not eligible for the work if it would cause overtime according to the Fair Labor Standards Act.

Any hours you are assigned beyond the fourteen (14) day posting period are not covered by these provisions.

~~1.~~• All part time employees will be eligible to participate in this procedure.

~~2.~~• Employees interested in working voluntary extra hours may sign up to work at three separate work sites. One of those work sites must be the employee's current work site. Employees currently assigned to work at two work sites may only choose one additional site.

~~3.~~• The sign-up procedure for voluntary extra hours is the same sign-up procedure used for voluntary overtime. At the time of sign-up the employee must indicate whether they are interested in voluntary extra hours, overtime, or both.

~~4.~~• Employees can add/change sites for voluntary extra hours once per quarter. New employees can sign up any time within the first month of coming to MSOCS.

5. Employees must indicate in writing, dated and signed (e-mail is acceptable), to the site supervisor or MRRPL when adding/changing or dropping sites.

6. Employees can add/change or drop sites for voluntary extra hours during the following times:

7. December 1 – 15, March 1 – 15, June 1 – 15, September 1 – 15. The new list will be implemented the following month (i.e. January 1, April 1, July 1, October 1).

8. Once the supervisor has received the list of employees eligible to pick up extra hours at their site(s), the supervisor will arrange for necessary training. Each site will develop its own training packet/requirements.

9. Employees who select the crisis home as one of their sites may be required to complete another background study.

10. Employees will be paid at their regular rate of pay for all hours worked, and will receive shift differential for eligible hours under the voluntary extra hours' procedure. However, employees will not be reimbursed mileage under the voluntary extra hours' procedure.

11. Employees who are on vacation or who have used sick leave or compensatory time will not be considered available to work on that day or during the identified vacation period (XV Day).

If you are assigned to work as overtime, you are eligible for overtime pay.

If additional work is needed, it will be offered as set forth, and in order of State seniority:

1. If coverage is needed with the fourteen (14) day posting period, the work shall first be offered to part-time employees who have signed up on the voluntary extra hours sign-up sheet in the work area needing coverage.

2. If there is no volunteer from the voluntary extra hours sign-up sheet within the work area, the hours shall be offered to employees who have signed up on the voluntary extra hours sign-up sheet from the other work site(s).

3. DTH staff working under this procedure cannot volunteer or be forced to work a shift that would result in working a total of three (3) consecutive shifts.

Article 5, Section 1(D) of the Master Agreement is changed as follows:

Meal Periods. If your shift includes an unpaid meal period, it will be scheduled only after you have worked for at least three (3) hours and no more than five (5) hours.

Article 5, Section 3(B) of the Master Agreement is changed as follows:

Work Day. The normal work day can be up to either eight (8) or ten (10) hours of work in a twenty-four (24) hour period, not including a duty free meal period.

Management must do the following before changing the normal work day or establishing a new shift:

- Give the Local Union at least twenty-eight (28) days notice.
- If the Local Union requests it, discuss the changes before they must be posted.

Article 5 of the Master Agreement is changed as follows:

Definitions

Weekend: Saturday and Sunday are the weekend unless defined otherwise.

Work Period. The Local Union and Management will meet and confer to develop a reasonable scheduling pattern before the schedules must be posted. If no scheduling patterns are developed through this process, your supervisor may use any of the following scheduling patterns for full-time employees:

- A 6-2-3 rotation.
- A 6-2 rotation with four (4) consecutive days off every sixth week.
- A 7-5-3 or 3-5-7 rotation with every third weekend off.
- No more than seven (7) consecutive work days with two (2) weekends off out of every four (4) weekends.
- No more than four (4) consecutive ten (10) hour work days with every third weekend off. Scheduled days off may not be consecutive.
- Five (5) consecutive work days with two (2) consecutive days off. The days off must be fixed. You must bid for fixed days off and bids will be awarded by seniority.

If changes in operation of a unit/program occur, management shall meet and confer with the Local Union to develop a reasonable scheduling pattern for your unit/program before the new schedules must be posted.

Your schedule may be changed temporarily for training, staff development, informational meetings, team meetings and special projects without penalty pay.

Your supervisor can change the starting or ending times of a shift by no more than two (2) hours with fourteen (14) days notice.

Part-time Employees. Your schedule must include:

- At least four (4) days off in a two (2) week period.
- At least two (2) of the days off must be consecutive.
- No more than seven (7) consecutive work days.

You must be scheduled a minimum of two (2) days off between consecutive seven (7) day work periods.

Management and the Local Union will meet and confer to discuss schedules for part-time employees.

Intermittent Employees. You may be scheduled to cover vacation, sick leave, leaves of absence, staff education, and workers' compensation situations. In all cases, part-time employees will be offered the additional hours first unless the hours would result in overtime.

Article 5 of the Master Agreement is changed as follows:

Fixed Night Shift. All night shifts are fixed. When a night shift position becomes vacant, the Management must post it for bids. If no one successfully bids on the position, Management can fill the vacancy by:

- using Article 12, Section 7 of the Master Agreement, or
- reassign the qualified volunteer from the same class (or option) and work area or shift with the most seniority; if no one volunteers, reassign the least senior person from the same pool.

If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

- Training
- Staff development.
- Informational meetings.
- Jury duty.

If you do not work the night shift, your supervisor may temporarily reschedule you to the night shift for the following reasons:

- To cover vacant night shift positions during the process of filling a vacancy.
- To cover for night shift employees' days off.
- To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
- To cover for night shift staff temporarily scheduled to other shifts.
- Temporarily assign more staff to the night shift.
- Emergencies.

If your supervisor decides to temporarily reschedule to the night shift, (s)he will decide:

- Which class(es) are needed.
- Which work area(s) employee(s) will be reassigned from.

Your supervisor will then:

- reschedule the volunteer from the selected class(es) and work area with the most State Seniority who is capable and qualified. If there are no volunteers,
- reschedule the employee with the least State Seniority from the same group asked for volunteers. You must submit in writing to your supervisor your preference to work the night shift. Your written preference will be kept on file and assignments to nights will be made by seniority.

If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. If you are still the capable and qualified employee with the least State Seniority for the night shift, your bid will be rejected; or

2. Ask your supervisor to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less State Seniority who are capable and qualified, the employee with the least State Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or

3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class and option, and you must both be capable and qualified for the other’s position.

Shifts Between Days Off. Your supervisor shall not schedule you to work more than two (2) shifts and/or two (2) shift changes between scheduled days off.

For this section only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off is considered the same shift. When there is a scheduled shift rotation, a change no more than two (2) hours from the starting time of the scheduled shift is not considered a change in shift.

Article 2
Overtime

Management and the Local Union will meet and confer to discuss overtime eligibility.

Article 6, Section 4 of the Master Agreement is changed as follows:

Overtime Distribution.

Sign-up. The sign-up procedure for voluntary overtime is the same sign-up procedure used for voluntary extra hours. At the time of sign-up, the employee must indicate whether they are interested in voluntary extra hours, overtime or both.

If your supervisor needs someone to work overtime for the next (immediately subsequent) shift, (s)he will:

Decide which class(es) will perform the work.

1. Offer the overtime work to capable employees in the selected class(es) and in the same work area who are on-duty in order of State seniority until the work is accepted. If no one accepts the overtime,

2. Offer the overtime work to capable employees in the selected class(es) and in the same work area who have signed up under the voluntary extra hours procedure in order of State seniority until the work is accepted. If no one accepts the overtime,

3. Offer the overtime work to capable employees in the selected class(es) from another work area signed up under the voluntary extra hours procedure in order of State seniority until the work is accepted. If no one accepts the overtime,

4. Have the right to assign mandatory overtime work to the capable employee(s) with the least State seniority in the work area who is on duty. This includes any capable employee on duty when the overtime assignment is made whose shift ends no more than two (2) hours before the start of the overtime. This assignment will rotate within each pay period starting with the capable employee who has the least State Seniority.

If your supervisor needs someone to work overtime for other than the next (immediately subsequent) shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to cable employees in the selected class(es) and in the same work area who have signed up under the voluntary extra hours procedure in order of State seniority until the work is accepted. If no one accepts the overtime,

3. Offer the overtime work to capable employees in the selected class(es) from another work area signed up under the voluntary extra hours procedure in order of State seniority until the work is accepted. If no one accepts the overtime,

4. Have the right to assign mandatory overtime work to the employee capable of performing the work with the least State Seniority in the selected class(es) who is scheduled for the shift before (immediately preceding) the overtime assignment. This includes any shift which ends no more than two (2) hours before the start of the overtime. If no one is scheduled for that shift, the least senior capable employee in the work area will be assigned. This assignment will rotate within each pay period starting with the capable employee who has least State Seniority.

You cannot be assigned mandatory overtime between the end of your last scheduled shift and an approved vacation day(s).

In an emergency, Management may assign some one to deal with the situation regardless of the overtime distribution.

Your supervisor will assign overtime work as soon as possible once the need is known.

Article 6 of the Master Agreement is changed as follows:

Overnight Activities. If you are assigned to supervise residents in activities that last for twenty (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Article 3
Holiday Pay

Article 7, Section 5 of the Master Agreement is changed as follows:

Holidays on Days Off. When the holiday falls on your regularly scheduled day off, holiday pay earned will be credited to your compensatory bank.

Article 7, Section 6 of the Master Agreement is changed as follows:

Holiday Pay Entitlement. If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Article 7, Section 8 (B) 2 of the Master Agreement is changed as follows:

Payment for Work on a Holiday. You will be paid in cash for your overtime hours and in compensatory time equal to holiday pay for all hours worked for full-time employees. Part-time employees will receive compensatory time equal to the hours worked not to exceed ten (10) hours.

Article 4
Vacation Leave

Article 8 of the Master Agreement is changed as follows:

Requests. You may submit a request for vacation up to one (1) year in advance.

For purposes of vacation requests, compensatory and vacation time will be considered the same.

Cancellation.

If you fill a vacancy in a SOCS when it is started, your previously approved vacation may be canceled if necessary. You may resubmit the canceled vacation request in the new SOCS.

When you bid, voluntarily transfer, or voluntarily demote to fill a vacancy in a existing SOCS and you have an approved vacation, your new supervisor may cancel it if an employee already working in the SOCS has approved leave for any of the same days. This does not apply to employees who accept a SOCS vacancy as an MOU option. The need to limit vacation will be prospective and noted on the job posting.

To cancel a vacation, you must give notice to your supervisor a minimum of four (4) weeks prior to the Wednesday before the first day of the posting period in which the vacation occurs. Your entire approved vacation shall be rescinded if you do not have sufficient accruals to cover the entire request.

Article 5
Vacancies, Filing of Positions

Article 12, Section 1(A) of the Master Agreement is changed as follows:

Defined. A vacancy is an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements, or a shift opening in the seniority unit which Management decides to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid or the creation of a new shift or seasonal work crew.

Article 12, Section 7 (A) is changed as follows:

Filing of Positions. Selection of employees to fill a posted vacancy will be made among eligible bidders by State Seniority within classes, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders.

Article 12, Section 4 of the Master Agreement is changed as follows:

A. **Within a Work Area**. Your supervisor has the right to assign and reassign duties among employees in the same class and work area. This includes the right to reassign employees to an unfilled position in the same class, shift and work area provided the reassignment is within ten (10) miles.

B. **Between Work Areas or Shifts**. If a new position is created or a shift opening occurs and Management decides to fill the position or shift opening without adding another employee and the position is within forty (40) miles, Management will post the position for bids. If there are no bidders for the position, or to fill the position of successful bidder, Management will:

- Decide from which class (or option) and work area or shift the reassignment will be made;
- Reassign the qualified volunteer from the same class (or option) and work area or shift with the most seniority; if no one volunteers,
- Reassign the least senior person from the same pool.

C. **Temporary Reassignment**. Management may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. The reassigned employee will return to her/his former position, unless it has been abolished, in which case the employee will return to her/his former work area and shift.

Article 12, Section 5 of the Master Agreement is changed as follows:

Job Posting. When a vacancy occurs, Management will post a description of the vacancy on all employee bulletin boards or through procedures otherwise agreed to by Management and the Union for at least seven (7) calendar days. A posting cannot end on a weekend (Sat/Sun) or a holiday. The posting will include the following: the name of the class (or option), a general description of the duties, the work area(s), shift if applicable, normal hours of work, and the initial days off. A copy of the posting will be given to the Local Union president.

Management can cancel a posted vacancy during the posting period. After the posting period, the vacancy can only be canceled because of a lack of funds. Management will document the lack of funds if requested by the Local Union. If there are eligible bids and the vacancy has not been canceled, it will be filled within four (4) calendar weeks. When a SOCS is initially established, the posting will include the date the position is expected to be filled if it cannot be filled within four (4) weeks. For positions in previously established SOCS, the successful bidder will fill the position within fourteen (14) days of completing all required training.

Article 12, Section 10(F) of the Master Agreement is changed as follows:

Probationary Periods. If Management or the Local Union believes extending your probation could result in a successful completion, the Local Union and Management may agree to a limited extension of up to three (3) months. A decision not to extend a probationary period cannot be grieved or arbitrated.

Article 6
Relocation Allowances

Article 21, Section 1(C) of the Master Agreement is changed as follows:

Eligibility. You will only be reimbursed for relocation expenses if:

- Your new work location is at least forty (40) miles from your current work location, or
- Management requires you to move; and
- You move within six (6) months or have had an extension approved by Management.

Article 7
Expenses

Article 20, Section 2 of the Master Agreement is changed as follows:

For all employees except intermittent employees: you are not eligible for automobile expenses if you are temporarily reassigned within the work areas in the Duluth/Greater Duluth region or within the work areas in the Cloquet region.

For Intermittent employees: you are not eligible for automobile expense within your own work area.

Article 8
Meet and Confer

The Local Union and Management agree to meet and confer to discuss:

- Eligibility for overtime when an employee has declined hours under the Part-time Hours Procedure.

Moose Lake Regional State Operated Services/Mental Health and Chemical Dependency

Article 1
Hours of Work

Article 5, Section 1(A) of the Master Agreement is changed as follows:

Consecutive Hours. Your regular hours of work will be consecutive, not including an unpaid meal period if you have one. There will be no split shifts unless agreed to by the Local Union and Management. Either the Local Union or Management may cancel a split shift agreement by giving twenty-eight (28) days written notice.

Article 5, Section 1(C) of the Master Agreement is changed as follows:

Schedule Posting. Your supervisor must post your work schedule at least fourteen (14) days before the effective date. The posting must include the following information:

- Days
- Shifts
- Hours

There are two (2) reasons your posted schedules can be changed without penalty:

1. You may exchange days, shifts or hours on the posted schedules with another employee if:

    - You are capable and qualified to perform each other's duties.
    - Your supervisor does not unreasonably deny the request.
    - The request does not result in either of you becoming eligible for overtime.

2. You may change your own days, shifts or hours on the posted schedule if:

    - Your supervisor does not unreasonably deny the request.
    - Your request does not make you eligible for overtime.

If the service where you work is temporarily not open or is underutilized, your supervisor will offer you the choice of any combination of the following:

- Temporary reassignment if available,
- Paid leave, or
- Unpaid leave.

You and your supervisor must agree on the resulting assignment/leave.

Part-time Hours Procedure. If additional work is needed within the posting period and it cannot be performed by previously scheduled employees (i.e., temporary reassignment) or variable schedule employees, Management will first offer the work to part-time employees on a seniority basis (most State seniority to least). If you accept the hours, you are not eligible for "penalty pay".

You are not eligible for the work if it would cause overtime according to the Fair Labor Standards Act. However, if you are an employee who is classified as 8/80 under the Fair Labor Standards Act, you may be offered hours under this part-time hours procedure to cover a ten (10) hour shift as long as the overtime payment does not exceed two (2) hours.

If no one who is eligible accepts the work, Management may assign the hours to other employees (e.g., intermittent, non-bargaining unit, or overtime. This list is not inclusive.) in order to accomplish the work.

Any hours you are assigned beyond the fourteen (14) day posting period are not covered by these provisions.

If you are assigned to work as overtime, you are eligible for overtime pay.

If you work in a MSOCS/DD program and additional work is needed:

Article 5, Section 1(D) of the Master Agreement is changed as follows:

Variable Schedule

Two variable schedule positions may be established at each site. The Appointing Authority will offer variable schedule employees a minimum of 1,044 hours per year. Variable schedule employees must average 1,044 hours in twelve (12) months to maintain insurance eligibility under the part-time coverage provision of Article 19 of the Master Agreement. For the purposes of layoff, variable schedule employees will be considered a separate employment condition.

All position postings shall clearly state job duties, variable schedule, and insurance eligibility conditions. The Appointing Authority will make every effort to schedule and assign work to variable employees on an equal distribution basis.

The Appointing Authority agrees to review annually hours worked for variable schedule employees prior to the end of the twelve (12) consecutive months to determine if the employee may be in danger of losing their insurance coverage. The employee will be notified thirty (30) days in advance of the end of his/her twelve (12) consecutive months if he/she may lose their coverage so that the employee can make alternative plans. The loss of insurance coverage will not invoke DHS or Master Agreement layoff language. The Appointing Authority agrees to review and adjust insurance contributions between full and partial levels on a quarterly basis. Loss of eligibility and/or changes in contribution levels shall apply to the individual directly affected by such change.

Variable schedule employees will be scheduled for a portion of their time; however, additional hours may be assigned within the posting period. Any schedule change within the posting period will not result in penalty pay. Additional hours shall be treated as a posted schedule. However, employees can refuse additional hours within the posted schedule three (3) times per quarter without penalty.

Meal Periods. If your shift includes an unpaid meal period, it will be scheduled only after you have worked for at least three (3) hours and no more than five (5) hours.

Article 5, Section 3(B) of the Master Agreement is changed as follows:

Work Day. The normal work day is either eight (8) or ten (10) hours of work in a twenty-four (24) hour period, not including a duty free meal period.

Management must do the following before changing the normal work day or establishing a new shift:

- Give the Local Union at least twenty-eight (28) days notice.
- If the Local Union requests it, discuss the changes before they must be posted.

Article 5 of the Master Agreement is changed as follows:

Definitions

Weekend: Saturday and Sunday are the weekend unless defined otherwise.

Work Period. The Local Union and Management will meet and confer to develop a reasonable scheduling pattern before the schedules must be posted. If no scheduling patterns are developed through this process, your supervisor may use any of the following scheduling patterns for full-time employees:

- A 6-2-3 rotation.
- A 6-2 rotation with four (4) consecutive days off every sixth week.
- A 7-5-3 or 3-5-7 rotation with every third weekend off.
- No more than seven (7) consecutive work days with two (2) weekends off out of every four (4) weekends.
- No more than four (4) consecutive ten (10) hour work days with every third weekend off. Scheduled days off may not be consecutive.
- Five (5) consecutive work days with two (2) consecutive days off. The days off must be fixed. You must bid for fixed days off and bids will be awarded by seniority.

If changes in operation of a unit/program occur, management shall meet and confer with the Local Union to develop a reasonable scheduling pattern for your unit/program before the new schedules must be posted.

Your schedule may be changed temporarily for training, staff development, informational meetings, team meetings and special projects without penalty pay.

Your supervisor can change the starting or ending times of a shift by no more than two (2) hours with fourteen (14) days notice.

Part-time Employees. Your schedule must include:

- At least four (4) days off in a two (2) week period.
- At least two (2) of the days off must be consecutive.
- No more than seven (7) consecutive work days.

You must be scheduled a minimum of two (2) days off between consecutive seven (7) day work periods.

Management and the Local Union will meet and confer to discuss schedules for part-time employees.

Intermittent Employees. You may be scheduled to cover vacation, sick leave, leaves of absence, staff education, and workers' compensation situations. In all cases, part-time employees will be offered the additional hours first unless the hours would result in overtime.

Article 5 of the Master Agreement is changed as follows:

Fixed Night Shift. All night shifts are fixed. When a night shift position becomes vacant, the Management must post it for bids. If no one successfully bids on the position, Management can fill the vacancy by:

- using Article 12, Section 7 of the Master Agreement, or
- reassign the qualified volunteer from the same class (or option) and work area or shift with the most seniority; if no one volunteers, reassign the least senior person from the same pool.

If you work the night shift, your supervisor may temporarily schedule you to a different shift for the following reasons:

- Training
- Staff development.
- Informational meetings.
- Jury duty.

If you do not work the night shift, your supervisor may temporarily reschedule you to the night shift for the following reasons:

- To cover vacant night shift positions during the process of filling a vacancy.
- To cover for night shift employees' days off.
- To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
- To cover for night shift staff temporarily scheduled to other shifts.
- Temporarily assign more staff to the night shift.
- Emergencies.

If your supervisor decides to temporarily reschedule to the night shift, (s)he will decide:

- Which class(es) are needed.
- Which work area(s) employee(s) will be reassigned from.

Your supervisor will then:

- reschedule the volunteer from the selected class(es) and work area with the most State Seniority who is capable and qualified. If there are no volunteers,
- reschedule the employee with the least State Seniority from the same group asked for volunteers. You must submit in writing to your supervisor your preference to work the night shift. Your written preference will be kept on file and assignments to nights will be made by seniority.

If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. If you are still the capable and qualified employee with the least State Seniority for the night shift, your bid will be rejected; or

2. Ask your supervisor to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less State Seniority who are capable and qualified, the employee with the least State Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will remain open until you withdraw it or you are replaced by another employee; or

3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class and option, and you must both be capable and qualified for the other’s position.

Shifts Between Days Off. Your supervisor shall not schedule you to work more than two (2) shifts and/or two (2) shift changes between scheduled days off.

For this section only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off is considered the same shift. When there is a scheduled shift rotation, a change no more than two (2) hours from the starting time of the scheduled shift is not considered a change in shift.

Article 2
Overtime

Management and the Local Union will meet and confer to discuss overtime eligibility.

Article 6, Section 4 of the Master Agreement is changed as follows:

If you want to be offered voluntary overtime, you must put in writing the days and shifts of each pay period you are willing to work overtime before the beginning of the pay period.

Overtime Distribution. If your supervisor needs someone to work overtime for the next (immediately subsequent) shift, (s)he will:

Decide which class(es) will perform the work.

1. Offer the overtime work to capable employees in the selected class(es) and in the same work unit who are on-duty (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

2. Offer the overtime work to capable employees in the selected class(es) and in the same work area who have put in writing his/her interest in the shift (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

3. Have the right to assign mandatory overtime work to the capable employee(s) with the least State seniority in the work unit who is on duty. This includes any capable employee on duty when the overtime assignment is made whose shift ends no more than two (2) hours before the start of the overtime. This assignment will rotate within each pay period starting with the capable employee who has the least State Seniority.

If your supervisor needs someone to work overtime for other than the next (immediately subsequent) shift, (s)he will:

1. Decide which class(es) will perform the work.

2. Offer the overtime work to employees in the selected class(es) and in the same work unit who are capable of performing the work, and have put in writing her/his interest in the shift (most State Seniority to least) until the work is accepted. If no one accepts the overtime,

3. Have the right to assign mandatory overtime work to the employee capable of performing the work with the least State Seniority in the selected class(es) who is scheduled for the shift before (immediately preceding) the overtime assignment. This includes any shift which ends no more than two (2) hours before the start of the overtime. If no one is scheduled for that shift, the least senior capable employee in the work unit will be assigned. This assignment will rotate within each pay period starting with the capable employee who has least State Seniority.

You cannot be assigned mandatory overtime between the end of your last scheduled shift and an approved vacation day(s).

In an emergency, Management may assign some one to deal with the situation regardless of the overtime distribution.

Your supervisor will assign overtime work as soon as possible once the need is known.

Article 6 of the Master Agreement is changed as follows:

Overnight Activities. If you are assigned to supervise residents in activities that last for twenty (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Article 3
Holiday Pay

Article 7, Section 5 of the Master Agreement is changed as follows:

Holidays on Days Off. When the holiday falls on your regularly scheduled day off, holiday pay earned will be credited to your compensatory bank.

Article 7, Section 6 of the Master Agreement is changed as follows:

Holiday Pay Entitlement. If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as falling on your regularly scheduled day off.

Article 7, Section 8 (B) 2 of the Master Agreement is changed as follows:

Payment for Work on a Holiday. You will be paid in cash for your overtime hours and in compensatory time equal to holiday pay for all hours worked for full-time employees. Part-time employees will receive compensatory time equal to the hours worked not to exceed ten (10) hours.

Article 4
Vacation Leave

Article 8 of the Master Agreement is changed as follows:

Vacation Requests. You may submit a request for vacation up to one (1) year in advance.

For purposes of vacation requests, compensatory and vacation time will be considered the same.

If you fill a vacancy in a program when it is started, your previously approved vacation may be canceled if necessary. You may resubmit the canceled vacation request in the new program.

When you bid, voluntarily transfer, or voluntarily demote to fill a vacancy in a existing program and you have an approved vacation, your new supervisor may cancel it if an employee already working in the program has approved leave for any of the same days. This does not apply to employees who accept a vacancy as an MOU option. The need to limit vacation will be prospective and noted on the job posting.

To cancel a vacation, you must give notice to your supervisor a minimum of four (4) weeks before the Wednesday before the first day of the posting period in which the vacation occurs. Your entire approved vacation shall be rescinded if you do not have sufficient accruals to cover the entire request.

Article 5
Vacancies, Filing of Positions

Article 12, Section 1(A) of the Master Agreement is changed as follows:

Defined. A vacancy is an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements, or a shift opening in the seniority unit which Management decides to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid or the creation of a new shift or seasonal work crew.

Article 12, Section 7 (A) is changed as follows:

Filing of Positions. Selection of employees to fill a posted vacancy will be made among eligible bidders by State Seniority within classes, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders.

Article 12, Section 4 of the Master Agreement is changed as follows:

A. **Within a Work Area**. Your supervisor has the right to assign and reassign duties among employees in the same class and work area. This includes the right to reassign employees to an unfilled position in the same class, shift and work area provided the reassignment is within ten (10) miles.

B. **Between Work Areas or Shifts**. If a new position is created or a shift opening occurs and Management decides to fill the position or shift opening without adding another employee and the position is within forty (40) miles, Management will post the position for bids. If there are no bidders for the position, or to fill the position of successful bidder, Management will:

- Decide from which class (or option) and work area or shift the reassignment will be made;
- Reassign the qualified volunteer from the same class (or option) and work area or shift with the most seniority; if no one volunteers,
- Reassign the least senior person from the same pool.

C. **Temporary Reassignment**. Management may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. The reassigned employee will return to her/his former position, unless it has been abolished, in which case the employee will return to her/his former work area and shift.

Article 12, Section 5 of the Master Agreement is changed as follows:

Job Posting. When a vacancy occurs, Management will post a description of the vacancy on all employee bulletin boards or through procedures otherwise agreed to by Management and the Union for at least seven (7) calendar days. A posting cannot end on a weekend (Sat/Sun) or a holiday. The posting will include the following: the name of the class (or option), a general description of the duties, the work area(s), shift if applicable, normal hours of work, and the initial days off. A copy of the posting will be given to the Local Union president.

Management can cancel a posted vacancy during the posting period. After the posting period, the vacancy can only be canceled because of a lack of funds. Management will document the lack of funds if requested by the Local Union. If there are eligible bids and the vacancy has not been canceled, it will be filled within four (4) calendar weeks. When a program is initially established, the posting will include the date the position is expected to be filled if it cannot be filled within four (4) weeks. For positions in previously established program, the successful bidder will fill the position within fourteen (14) days of completing all required training.

Article 12, Section 10(F) of the Master Agreement is changed as follows:

Probationary Periods. If Management or the Local Union believes extending your probation could result in a successful completion, the Local Union and Management may agree to a limited extension of up to three (3) months. A decision not to extend a probationary period cannot be grieved or arbitrated.

Article 6
Relocation Allowances

Article 21, Section 1(C) of the Master Agreement is changed as follows:

Eligibility. You will only be reimbursed for relocation expenses if:

- Your new work location is at least forty (40) miles from your current work location, or
- Management requires you to move; and
- You move within six (6) months or have had an extension approved by Management.

DEPARTMENT OF HUMAN SERVICES/ST. PETER REGIONAL TREATMENT CENTER

Article 1
Meal Periods

Article 5, Section 1 (D) of the Master Agreement is changed as follows:

Unless you work the night shift, you will normally be given your meal period between 11:00 A.M. and 1:00 P.M. or 5:00 P.M. and 7:00 P.M. You and your supervisor can agree to a different meal period. If you work a straight eight (8) hour shift, you will not have an unpaid meal period.

Article 2
Work Schedules

Article 5, Section 3 of the Master Agreement is changed as follows:

Definitions

Weekend: Saturday and Sunday are the weekend unless defined otherwise. If you work the night shift, your weekend is Friday and Saturday.

1. **Work Period**. If you are a full-time employee, your supervisor will use one of the following schedule patterns:

a. No more than six (6) consecutive work days; no less than three (3) consecutive work days; consecutive days off; or,

b. No more than seven (7) consecutive work days, no less than three (3) consecutive work days, two (2) or more weekends off out of every eight (8) weekends, consecutive days off; or,

c. No more than seven (7) consecutive work days, two (2) weekends off out of every four (4) weekends, days off may not be consecutive.

d. Security Counselors and Security Counselor Leads will be scheduled five (5) consecutive work days, two (2) consecutive days off. Days off will be determined by Class Seniority.

Part-time Employees. Your schedule must include:

- At least four (4) days off in a two (2) week pay period.
- At least two (2) of the days off must be consecutive.
- No more than seven (7) consecutive work days.

You may be scheduled eight (8) consecutive work days with six (6) days off if you request and your supervisor approves it.

When full-time and part-time employees cannot be scheduled to cover for medical and child-rearing leaves, your supervisor can schedule an intermittent employee.

Additional Part-time Hours: (not applicable to work that becomes available for the next subsequent shift)

If additional Security Counselor coverage is needed within the fourteen (14)-day posting period and that work cannot be performed by previously scheduled employees, the supervisor will first offer the work to part-time employees using a voluntary additional hours distribution procedure. The work will be offered division-wide by Classification Seniority. The additional hours will be paid at straight time. You are not eligible for the work if it would cause overtime according to the Fair Labor Standards Act.

2. **Fixed Night Shift (for all units except Units 2 and 7)**. All night shifts are fixed. When a night shift position becomes vacant, Management must post it for bids. If no one successfully bids on the position, Management may recruit and hire for the vacancy or assign the person with the least Class Seniority who is capable and qualified but not on a fixed night schedule.

   If you work the night shift, your supervisor may schedule you to a different shift for the following reasons:

   - Training or other staff development.
   - Informational meetings.
   - Jury duty.

   If you are a part-time employee permanently assigned to a night shift, you may volunteer for other shifts to cover for paid and unpaid leaves of six (6) months or less or to cover the time it takes to fill a position during the posting and bidding process. The volunteer with the most State Seniority (Class Seniority for Security Counselors and Security Counselor Leads) will be selected. Either the Local Union or Management can cancel this agreement by giving sixty (60) days written notice.

If you do not work the night shift, your supervisor may temporarily assign you to the night shift for the following reasons:

- To cover vacant night shift positions during the process of filling a vacancy.
- To cover for night shift employees' days off.
- To cover for leave (paid or unpaid) of six (6) months or less of a night shift employee.
- To cover for night shift staff temporarily scheduled to other shifts.
- To temporarily assign more staff to the night shift.
- Emergency situations.

If management decides to reschedule to the night shift, (s)he will decide:

- which class(es) are needed.
- which work area(s) employee(s) will be reassigned from.

If you have the least State Seniority (Class Seniority for Security Counselors and Security Counselor Leads), are in the appropriate class(es) and work area, and are capable and qualified, and there are no volunteers, you are rescheduled to work the night shift.

If you have been permanently assigned to the night shift and want to work a different shift, you have the following options:

1. Successfully bid on a vacancy in another shift. However, if you are still the capable and qualified employee with the least Class Seniority for the night shift position, your bid will be rejected; or,

2. Ask your human resources director to remove you from the night shift after at least three (3) months assignment to the night shift. If there are other employees not on the night shift with less Class Seniority who are capable and qualified, the employee with the least Class Seniority will be assigned to the night shift and you will fill the position that person leaves. You must be capable and qualified to fill the position of the person filling your night shift position. Your request will be in effect for a maximum of twelve (12) months and, during this time, will remain open until you withdraw it or you are replaced by another employee.

3. Exchange shifts with an employee who does not work the night shift. You must both be in the same class and option, and you must both be capable and qualified for the other's position. For Security Counselors and Security Counselor Leads, each of your supervisors must approve the mutual exchange. Your supervisors will not unreasonably deny the request. For purposes of this subsection, your days off will be assigned by Class Seniority on the unit/work area that you mutually exchange to.

4. **Established Shifts**. The established shifts for Licensed Practical Nurses working in MSH/MSOP, Security Control Clerks, Security Counselors, and Security Counselor, Leads are as follows:

   6:00 a.m. – 2:00 p.m.
   2:00 p.m. – 10:00 p.m.
   10:00 p.m. – 6:00 a.m.

3. **Shifts Between Days Off**. Your supervisor will not schedule you to work more than two (2) shifts and/or two (2) shift changes between scheduled days off.

   For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off is considered the same shift. When there is a scheduled shift rotation, a change of no more than two (2) hours from the starting time of the scheduled shift is not considered a change in shift.

Reduction to Part-time. Management may permanently reduce your employment condition from full-time to part-time only by a written agreement between you, Management, and the Local Union. Management will provide a worksheet to explain the effect of the change on your leave accruals, insurance eligibility and Employer insurance contribution.

The Local Union and Management may agree to change the terms of Article 2, Work Schedules.

Article 3
Holiday Pay

Article 7, Section 5 of the Master Agreement is changed as follows:

If you are scheduled and in pay status for any part of the early or afternoon shift the day before the holiday and any part of the night shift which begins on the holiday, the holiday will be treated as your regularly scheduled day off.

Article 7, Section 8 of the Master Agreement is changed as follows:

When you work on a holiday, you will be paid at the rate of time and one-half for your regularly scheduled shift. The portion that is premium pay will be paid to you in cash, compensatory time or vacation time, at your option. You will also receive holiday pay as defined in Article 7, Section 7 of the Master Agreement that will be paid in cash, compensatory time, or vacation time, at your option.

Article 4
Flextime Scheduling

The Local Union and Management may agree to a flextime scheduling plan.

Article 5
Overtime Assignment

Article 6, Section 4 of the Master Agreement is changed as follows:

If you are currently working an overtime assignment, you cannot be forced to work the next shift even if you are the least senior person.

If you work seventy five percent (75%) time or more, you cannot be assigned mandatory overtime between the last scheduled shift before your days off and your next scheduled shift unless there is an emergency. Part-time employees working less than seventy-five percent (75%) time will not be assigned mandatory overtime before scheduled vacation days or weekends off.

All Classifications (Excluding Security Counselors, Security Counselor Leads, and Security Control Clerks):

You cannot be assigned mandatory overtime on the night shift if you are currently working a late shift, and are scheduled for a late shift the next day with an early shift the day after that.

When patient transportation provided by the Mental Health Program only under contract to a county is requested and overtime may be needed, the driver from the list of trained AFSCME staff on duty with the most State Seniority will be used. AFSCME staff at SPRTC will be offered the opportunity to volunteer for the list of trained drivers. The Employer will make driving assignments so that each volunteer has the opportunity to remain on the list.

Any additional staff needed to accompany the driver in these situations will be selected from AFSCME staff at the Mental Health Program only according to the overtime distribution procedure of this Supplemental Agreement. Any overtime needed to fill a shift vacated by patient transportation will be distributed according to this Supplemental Agreement.

In an emergency, Management may assign someone temporarily to deal with the situation regardless of the overtime distribution.

Definition of Overtime Assignment. Overtime required by a supervisor of at least seven and one-half (7 1/2) minutes.

Involuntary Overtime Assignment. An involuntary overtime assignment is counted when the least senior eligible employee is required by a supervisor to stay beyond the end of their regularly scheduled shift for any length of time.

Meet and Confer.

Distribution.

Article 6, Section 4 of the Master Agreement is changed as follows:

All Classifications (excluding Security Counselors, Security Counselor Leads, Security Control Clerks, Work Therapy Assistants and Licensed Practical Nurses in MSH/MSOP.)

1) If your supervisor needs someone to work overtime, (s)he will:

   a. Decide which class(es) will perform the work.

   b. Offer the overtime work to employee(s) in the selected class(es) who are capable and permanently assigned to the same work unit (most State Seniority to least) until the work is accepted. Overtime for the next (immediately subsequent) shift is first offered to those employees on duty. If no one accepts the overtime and time permits,

   c. Offer the overtime work to on duty employees in the selected class(es) who are capable (most State Seniority to least). If no one accepts the overtime and time permits,

   d. Offer the overtime work to off duty employees on the “call list” who are capable and qualified (most State Seniority to least). If no one accepts the overtime and time permits,

   e. Offer the overtime work to employees on the pool “call list” who are capable and qualified (most State Seniority to least).

      You are placed on the “call list” by indicating in writing that you want voluntary overtime by, at your option:

      i) Listing the days and shifts of each pay period that you are interested in voluntary overtime before the beginning of that pay period; or

      ii) Stating your interest in voluntary overtime once every six (6) months.

      (Management will Meet and Confer with the Local Union before they can eliminate Option ii.)

   f. If no one accepts the overtime, have the right to assign the mandatory overtime to the capable employee(s) with the least State Seniority scheduled for the shift before (immediately preceding) the overtime work.

If you are prohibited from working mandatory overtime because of medical restrictions, you may not volunteer for extra hours contrary to those restrictions. For employees in Units 3 and 4, this assignment will rotate within each pay period starting with the capable employee who has the least State Seniority, mandatory overtime will be assigned to on-duty employees for overtime on the next (immediately subsequent) shift.

If the work requiring overtime is already in progress, the employees performing the work will be assigned the overtime.

You cannot be assigned overtime for more than twenty-four (24) hours within a forty-eight (48) hour period unless there is an emergency.

You cannot be assigned more than one (1) mandatory overtime per pay period unless all capable employees have already worked mandatory overtime that pay period.

If all employees on duty in the work unit are ineligible for mandatory overtime, the overtime will be assigned to the least senior capable employee in the Mental Health Program.

Once the overtime is assigned/granted to an employee, it cannot be canceled so that an intermittent employee can work unless the employee originally assigned/granted the overtime agrees.

Distribution of Overtime Assignment for Security Counselors, Security Counselor Leads, Security Control Clerks, and Work Therapy Assistants.

a. Overtime will be distributed as equally as possible among employees in the same job class(es) and work area who are capable of performing the work and the overtime. For overtime distribution the work area is the entire MSH/MSOP including all shifts.

b. If the work requiring overtime is in progress, the employees performing the work will be assigned the overtime.

c. Overtime work will be offered to the on duty employee who has the least number of overtime hours worked to his/her credit. If more than one employee has the same number of overtime hours to his/her credit, the overtime will be offered to the employee with the most Class Seniority. If the employee refuses the overtime, the employee with the next fewest overtime hours worked to his/her credit will be offered the overtime. Overtime hours offered but refused will be credited as worked for calculating equal distribution.

d. If all capable employees on the same shift and work area decline the overtime, your supervisor has the right to assign mandatory overtime to the capable employee with the least Class Seniority. For employees in Units 3 and 4, this assignment will rotate within each pay period starting with the capable employee who has the least Class Seniority. Mandatory overtime will be assigned to on-duty employees for overtime on the next (immediately subsequent) shift.

You may request not to be offered voluntary overtime by giving written notice to the Personnel Officer. However, you may still be assigned mandatory overtime. You can withdraw your request by giving written notice to the Personnel Officer. Your request is effective after fourteen (14) days.

New employees to the bargaining unit will be credited with overtime hours equal to the highest number credited to any employee in the same job class and work area.

If the Local Union representative asks, Management will provide the cumulative record of overtime hours credited as worked for each employee. The record of each employee's accumulated

overtime hours worked and overtime offered but not worked will be adjusted to zero (0) on the first day of the pay period nearest to January 1.

Licensed Practical Nurses (MSH/MSOP)

Overtime work for the Licensed Practical Nurses at MSH/MSOP shall first be offered to the most senior employee based on Classification Seniority and who are capable of performing the work available as determined by the Appointing Authority. The overtime work shall first be offered to the employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this section.

Liquidation

Article 6, Section 5 (A) of the Master Agreement is changed as follows:

You may choose to receive compensatory time or cash for each occurrence of overtime hours worked. You must designate your choices on your timesheet. Any undesignated overtime will be paid in cash.

Article 6
Overnight Activities

Article 6 of the Master Agreement is changed as follows:

If you are assigned to supervise residents and patients that last for twenty-four (24) hours, you will be paid eight (8) hours straight time, eight (8) hours at your overtime rate and eight (8) hours at the on-call rate.

Article 7
On-Call

Article 6, Section 7 of the Master Agreement is changed as follows:

If you work in the Mental Health Community Based Initiatives, you are in on-call status when your supervisor has instructed you in writing to remain available to work during an off duty period. While on-call you do not have to stay in a fixed location, but you must leave word where you may be reached by telephone or an electronic signaling device.

You will be paid fifteen (15) minutes of straight time for each one (1) hour of on-call status. You may be scheduled for up to sixteen (16) consecutive hours on-call or for twenty-four (24) consecutive hours.

If you are called to work while on-call, you will be paid call-in pay. You will not receive on-call pay for hours actually worked. You will be assigned on-call for a minimum of eight (8) consecutive hours. You may choose to be paid in cash or compensatory overtime.

Management will try to distribute on-call work as equally as possible among capable employees in the same job class and work area who have requested on-call work.

You will be notified of the on-call assignment at least one (1) month in advance if practical.

Article 8
Union Meetings

Management will make a reasonable effort to schedule one Local Union Officer, Executive Board Member, or steward from each work area for an early shift once a month on the day of the Local Union meeting. The employee asking for the early shift must notify her/his supervisor at least seven (7) days before that schedule is posted.

Article 9
Staffing Information

If the Local Union asks, Management will provide the staff complement for each work area once every six (6) months.

Article 10
Vacancies, Filling of Positions

Electronic Vacancy Posting. Postings will be forwarded to every employee electronically. You may send your bid or interest bid to the Human Resources Office by e-mail or written response. The employee with the most Classification Seniority among eligible bidders will be selected to fill a posted vacancy if the senior bidder's ability and capacity to perform the job is relatively equal to the other bidders.

Article 12, Section 4 of the Master Agreement is changed as follows:

When Management decides to fill a position using Article 12, Section 4 (B) or 4 (C), the position will first be posted and bid according to Article 12, Sections 5, 6, and 7. In this instance employees in the same or higher insurance eligibility as the vacancy will be eligible to bid. If there are no eligible bidders, the vacancy will be filled according to Article 12, Section 4 (B). Either the Local Union or Management may cancel this provision with sixty (60) days written notice.

Management and Local Union will meet and confer to discuss the process for filling vacancies that are not filled by bid.

If you are the successful bidder, you have twenty-four (24) hours to accept or reject the bid. If you do not respond within twenty-four (24) hours, your bid will be considered rejected. If you accept the bid, you will have seventy-two (72) hours to reconsider.

Security Counselor Lead Vacancy. If an eligible list is to be used for a Security Counselor Lead vacancy, selection shall be made in the order of Security Counselor seniority, provided that the senior employee's ability and capacity to perform the job are relatively equal to that of other eligible bidders.

Reassignment Between Work Areas or Shifts. If a new position has been created or a shift opening occurs and Management decides to fill the position without adding another employee and the position is within thirty-five (35) miles, Management will:

- Decide from which class (or option) and work area and shift the reassignment will be made,
- Reassign the qualified volunteer from the same class (or option) and work area or shift with the most seniority (Classification Seniority for Security Counselors, Security Counselor Leads, Security Control Clerks, and Licensed Practical Nurses in MSH/MSOP); if no one volunteers,
- Reassign the person with the least seniority (Classification Seniority for Security Counselors, Security Counselor Leads, Security Control Clerks, and Licensed Practical Nurses in MSH/MSOP) from the same pool.

Article 11
Shift Change

If your posted shift is changed to cover ECT appointments, and the change is not two (2) hours or more, you will be considered to be on a shift change and be eligible for shift differential for that entire shift. You are not eligible for call-in pay for that shift.

Article 12
Vacation Coverage

Intermittents. Intermittents may be scheduled for vacation coverage when using full-time and/or part-time employees would cause overtime. In those situations, the intermittent may be used to cover only the regularly scheduled shift.

Vacation Requests. Excluding MSH/MSOP, a record of approved vacation requests will be available at all times to employees in the vacation pool. Vacation requests will be approved only when you have, or have the ability to earn, sufficient vacation leave to cover the time of the request. If you do not have enough time (vacation/compensatory time) to cover the entire request at the time the schedule, which includes the request, is posted, the entire vacation becomes null and void.

If you want to rescind all or part of an approved five (5) consecutive day vacation, you must give your supervisor two (2) weeks notice prior to the day of the posting period. Once the schedule is posted, your supervisor will not approve your request to rescind your approved vacation.

Article 8, Section 3 of the Master Agreement shall be changed as follows:

Security Counselor/Security Counselor Leads:

Vacation requests from Security Counselor/Security Counselor Leads will be granted based on unit staffing minimums and known additional staffing needs. Known additional staffing needs can never be less than two (2) above unit minimums.

Licensed Practical Nurses in MSH/MSOP may request vacations of fourteen (14) consecutive days or longer, twelve (12) months in advance. Intermittents may be used to cover such requests.

Article 13
Probationary Periods

Article 12, Section 10 (C) of the Master Agreement is changed as follows:

The initial probationary period for all unlimited employees is one thousand forty four (1044) hours. Overtime hours worked shall be applied, at straight time, toward the completion of the probationary period. Probation may be extended up to an additional five hundred twenty (520) hours by agreement of the Local Union and Management.

Article 14
Leaves of Absence

If you are a permanent employee who doesn't pass a background check or has practice restrictions placed on your license by an outside agency, Management will make every reasonable effort to accommodate the restriction. If the restriction cannot be accommodated, you will be placed on an unpaid personal leave of absence. The accommodation or leave of absence will continue for the duration of the appeal process.

Article 15
Investigatory Leave

If you are placed on investigatory leave, you will be told the nature of the investigation. You and the Local Union will receive written confirmation as soon as practicable.

Article 16
Developmental Plans

Management may initiate a developmental plan for performance related issues prior to imposing discipline.

DEPARTMENT OF HUMAN SERVICES/WILLMAR REGIONAL TREATMENT CENTER

Article 1
Meal Periods

Article 5, Section 1D of the Master Agreement shall be supplemented and/or modified as follows:

In the Department of Human Services institutions (other than the night shift), meal periods are normally to be granted between the hours of 11:00 a.m. and 1:00 p.m. or between the hours of 5:00 p.m. and 7:00 p.m. Employees may request alternate meal periods.

Article 2
Work Schedules

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period**. Full-time employees shall at the Appointing Authority's discretion be:

    a. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week; or

    b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or

    c. Scheduled to work a 7-5-3 rotation with every third weekend (Saturday and Sunday) off; or

    d. Scheduled to work a 3-5-7 rotation with every third weekend (Saturday and Sunday) off; or

    e. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday). Scheduled days off need not be consecutive; or

    f. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive; or

    g. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the Center, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

Use of Intermittent Employees for Vacation Coverage. When full-time and part-time employees cannot be scheduled to provide for vacation coverage, extended sick leave, leaves of absence, military leave, workers' compensation situations, or union leave without incurring overtime, then intermittent employees may be scheduled. In those situations, they shall be scheduled only for the employee's regularly scheduled shift(s).

If problems occur in the implementation of this language, the parties agree to meet and confer in an attempt to resolve the issue(s). If resolution cannot be reached, either party may terminate this language by providing a thirty (30) day written notice to the other party.

Work Schedules Containing Twelve (12) Hour Shift. The Local Union and the Appointing Authority may mutually agree to develop and implement work schedules containing twelve (12) hour shifts. Assignments to these schedules shall be posted and bid as defined in Article 12 of the Master Agreement. Employees shall not be involuntarily assigned to a twelve (12) hour shift. Employees working such a schedule shall be limited to no more than sixteen (16) total work hours per day, including regular hours and assigned or voluntary overtime hours. Such employees shall be designated as 40/7 under the Fair Labor Standards Act (FLSA).

2. **Fixed Night Shift (for all units except Units 2 and 7)**. Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

   Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

   Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

   - Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,

   - Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,

   - Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,

- Cover for days off of employees assigned to fixed nights; and/or,

- Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,

- For employees who were permanently assigned to the fixed night shift, notwithstanding the provisions of Article 12, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee. However, this provision shall not be applicable to employees who bid on and were awarded a fixed night shift vacancy; or,

- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

3. **Shifts Between Days Off**. No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

   For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

4. **Requests for Shift Changes**. The Local Union and the Appointing Authority agree to meet and confer regarding the process for requesting shift changes prior to the 14-day posting period.

   The Local Union and the Appointing Authority may mutually agree to alter the terms of the section Work Schedules.

Article 3
Holiday Pay

If an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the work day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

Article 7, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

When any of the holidays identified in Article 7, Section 2A or 2B of the Master Agreement fall on an employee's regularly scheduled day off, the number of holiday hours earned will be credited to the employee's compensatory bank.

Article 7, Section 8B2 of the Master Agreement shall be supplemented and/or modified as follows:

Holiday hours worked shall be paid in cash at the employee's appropriate overtime rate for all hours worked in addition to the alternate holiday in lieu of the holiday pay provided for in Section 7 above. Such holiday hours shall be credited to the employee's compensatory bank.

Employees whose holiday pay is prorated shall also be compensated in the above manner for work on a holiday.

Employees Assigned to a Schedule Containing Twelve (12) Hour Shifts. If such an employee does not work on a designated holiday, pay shall be computed at the employee's normal day's pay (i.e., hourly rate of pay multiplied by the hours in the normal work day). If an employee works on a holiday, the employee shall be paid in cash at the appropriate overtime rate for all hours worked in addition to twelve (12) hours of compensatory time in lieu of holiday pay as described in the previous sentence.

Article 4
Flex-Time Scheduling

The Appointing Authority and the Local Union may mutually agree to a flex-time scheduling plan.

Article 5, Section 1 of the Master Agreement shall be supplemented and/or modified as follows for the employees in the Mental Health Initiatives:

Split shifts will not be mandated or scheduled by the Employer, but may be voluntarily worked by the employee in order to provide more effective service to the clients.

Article 5
Overtime Assignment

Article 6, Section 4, of the Master Agreement shall be supplemented and/or modified as follows:

Employees who are currently working an overtime assignment shall not be involuntarily assigned an overtime assignment for the subsequent shift regardless of the employee's seniority.

Distribution

The Appointing Authority will make every effort to assign overtime as soon as practicable once the need for the overtime is known.

All Employees Except Employees Assigned to the Power Plant:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want to be offered the overtime work before the beginning of the pay period.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

a. The overtime work shall first be offered to the most senior employee(s), as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, in the same work unit who are capable of performing the work and who indicated in writing, a desire to be offered the assignment.

   Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.

b. In the event the capable employees who have indicated a desire to be offered the overtime, decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) in which the overtime was initially offered, to the least senior capable employee who is scheduled for the shift which immediately precedes the overtime assignment. In Units 3 and 4, the assignment shall be rotated within each pay period beginning with the least senior capable employee based on State Seniority.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

a. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by State Seniority, within or among class(es) as determined by the Appointing Authority, and in the same work unit who are capable of performing the work.

   Should the most senior employee choose not to accept the work the next most senior capable employee then on duty shall be offered the work.

b. In the event all capable employees then on duty decline the work, and the work would commence in two (2) or more hours the overtime work shall be offered in order of State Seniority, among the class(es) determined by the Appointing Authority, to capable employees in the same work unit who have indicated in writing a desire to be offered the work.

c. In the event all capable employees (see a and b above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of State Seniority, within or among the class(es) in which the overtime was initially offered, to employees then on duty. In Units 3 and 4 the assignment shall be rotated within each pay period beginning with the least senior capable employee based on State Seniority.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

It is further understood that the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section.

The provisions of this Section of the Supplement shall remain in full force and effect unless either party notifies the other in writing at least thirty (30) days prior to the date of cancellation. If this provision of the Supplement is canceled, the provisions of Article 6, Section 4 (Distribution) of the Master Agreement shall govern.

Employees Assigned to the Power Plant:

Overtime shall be distributed pursuant to Article 6, Section 4 (Distribution) of the Master Agreement.

On-Call Assignments.

Article 6, Section 7 shall be supplemented and/or modified as follows:

Employees in the Southwinds, Buffalo Ridge and Tri-Star mental health initiative programs and who are assigned to respond to calls from clients during non-work hours shall be compensated in total by applying their hourly rate of pay divided by 4 and increasing that amount by $1.25. This rate of pay shall be applied to every hour during which the employee is assigned to respond to client calls during non-work hours. The rate of pay shall constitute full and complete compensation for all work performed during these non-work hours. However, should the employee be required to absent him/herself from the location from which a call was received and travel to meet a client, the provisions of Article 6, Section 6, Call-Back shall apply.

The parties agree that this agreement shall be evaluated six months following the effective date of the agreement, to assess whether the agreement meets the needs of the parties. Should either party wish to cancel the agreement, the party wishing to cancel shall provide 30 days notice to the other party. In the event the agreement is cancelled, the employees of the Southwinds, Buffalo Ridge and Tri-Star mental health initiative programs shall be placed "on-call", pursuant to Article 6, Section 7, during any non-work hours in which they are assigned to respond to client calls.

Article 6
Overnight Activities

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

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

Article 7
Vacancies

Article 12, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Voluntary Reduction in Employment Condition. At the employee's request, the Appointing Authority may permanently change a full-time employee's employment condition to part-time by mutual written agreement between the employee, AFSCME Local 701, and the Appointing Authority. Prior to such an agreement, the Appointing Authority shall provide the employee a written description of the effect of the change on all benefits earned. The provisions of this Section of the Supplement shall remain in full force and effect unless either party notifies the other in writing at least thirty (30) days prior to the date of cancellation. If this provision of the Supplement is canceled, the provisions of Article 12, Section 2 of the Master Agreement shall govern.

Article 8
Probationary Period

Article 12, Section 10 of the Master Agreement shall be supplemented and/or modified as follows:

Extension of Probationary Period. If the Appointing Authority believes an extension of the probationary period could result in successful completion, the Appointing Authority and the Local Union may mutually agree to an extension, not to exceed three (3) months. A decision of the Appointing Authority not to extend a probationary period may not be grieved.

Article 9
Summer Laundry Hours

Prior to May 15 of each year, the Appointing Authority shall meet and confer with the Local Union regarding the establishment of laundry summer hours.

Article 10
Staffing Information

Upon request, the Appointing Authority shall provide the Local Union once every six (6) months the staff complement for each work area.

Article 11
Vacation Leave

The Appointing Authority and the Local Union agree to meet and confer to discuss vacation issues.

Vacation Requests More Than Six (6) Months in Advance.

A. Vacation requests may be made for a time period more than six (6) months in advance if part of that request is within the six (6) month period.

B. Employees may request vacation days commencing more than six (6) months in advance if a posted request contains days within the six (6) month period.

C. However, employees may not request a vacation period which commences more than six (6) months in advance and which extends beyond the posted vacation (mentioned in A. above) unless he/she has more seniority than the person who made the original request.

D. Once the original posted request (mentioned in A. above) expires, that time period is no longer "open" for additional vacation requests. We revert back to the original six (6) month timeframe.

Article 12
Revised Supplemental Agreement Language

The Local Union and the Appointing Authority agree to meet and confer regarding use of the revised "English Language" version of this Supplemental Agreement.

State Operated Community Services (SOCS) - Developmental Disabilities
Willmar Regional Treatment Center SOCS

Section 1. Hours of Work.

Consecutive Hours. Article 5, Section 1(A) of the Master Agreement shall be supplemented and/or modified as follows:

Consecutive Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid meal periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

Schedule Posting. Article 5, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

Schedule Posting. For employees working in SOCS, work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day.

A. **Client Job Opportunities**. For employees working in the SOCS DT&H, the Appointing Authority shall make a reasonable effort to adhere to the posting requirement. However, employees may have their schedules changed provided they receive a minimum of three (3) working days advance notice, if such is necessary in order to obtain or maintain a job opportunity for a client.

   Any scheduled change pursuant to the above shall not result in the payment of overtime. The Appointing Authority shall consider the Classification Seniority of employees in determining whose schedule shall be adjusted. However, the Appointing Authority retains the final authority to determine an employee's qualifications in making such determination.

   The Local Union and the Appointing Authority agree to meet and confer regarding schedule changes.

B. **All Services**. Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

   If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

   For days on which the service at which an employee works is temporarily not open or is under-utilized, the employee shall be offered, at the employee's option, a temporary reassignment, paid leave, or unpaid leave.

Meal Periods. Article 5, Section 1(D) of the Master Agreement shall be supplemented and/or modified as follows:

Meal Periods. Employees shall normally be granted an unpaid meal period of no less than thirty (30) minutes nor more than sixty (60) minutes. No employee shall be scheduled for an unpaid meal period until after at least three (3) hours of work and no more than five (5) hours of work. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

Work Day. Article 5, Section 3(B) of the Master Agreement shall be supplemented and/or modified as follows:

Work Day. The normal work day shall consist of eight (8) or ten (10) hours of work within a twenty-four hour period exclusive of a duty free lunch.

To depart from the normal work day, to change the normal work day between an eight (8) and ten (10) hour day, or to establish a shift that is not currently being used by that Appointing Authority, in the interest of efficient operations, to meet needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Article 5, Section 1C. When schedules are changed the new schedule shall be posted pursuant to Article 5, Section 1C of the Master Agreement. Existing schedules may remain in effect.

Work Schedules. Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

Work Period. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen day (14) posting provided for in Article 5, Section 1 (C) of the Master Agreement. If no agreement can be reached, the following shall apply:

Full-time employees shall, at the Appointing Authority's discretion, be:

a. Scheduled to work a 6-2-3 rotation.

b. Scheduled to work a 6-2 rotation with four (4) consecutive days off every sixth week.

c. Scheduled to work either a 7-5-3 rotation or a 3-5-7 rotation with every third weekend off (Saturday and Sunday).

d. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.

e. Scheduled to work no more than four (4) consecutive ten (10) hour days with every third weekend (Saturday and Sunday) off. Scheduled days off need not be consecutive.

f. Scheduled to work five (5) consecutive days with two (2) consecutive days off. Such days off shall be fixed and bid by seniority.

If due to a change in the operation of a unit/program it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public, the Department, or the SOCS, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. The Local Union and the Appointing Authority shall meet and confer to develop a reasonable scheduling pattern for that unit/program prior to the fourteen (14) day posting period provided for in Article 5, Section 1 (C).

Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

The Local Union and the Appointing Authority agree to meet and confer regarding the following:

- Training needs/schedules of part-time employees.
- The development of a part-time hours procedure for part-time Unit 4 employees (excluding temporary and emergency employees).

Fixed Night Shift. Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

Fixed Night Shift. Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among employees not on fixed nights from the work area from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer, based on State Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior capable and qualified employee based on State Seniority not on fixed nights in the work area from which the reassignment is to be made shall be reassigned to the vacancy. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior capable and qualified volunteer based on State Seniority, within or among classes, as determined by the Appointing Authority, shall be scheduled to work the night shift. If there are no volunteers, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Appointing Authority from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,

- Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shifts and/or,

- Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,

- Cover for days off of employees assigned to fixed nights; and/or,

- Temporarily assign more staff to the night shift; and/or,

- Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

- Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least State Seniority for the night shift position, his/her bid shall be rejected; or,

- Notwithstanding the provisions of Article 12, notify his/her supervisor after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift within the work area with less State Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less State Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least State Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

- Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same work area, classification, and option and each employee is capable and qualified for the position to which he/she is moving.

An employee assigned to the fixed night shift includes voluntary and involuntary assignments only, and does not include an employee who has successfully bid on a fixed night shift.

Section 2. Overtime.

Overtime Distribution. Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees who want voluntary overtime work offered to them shall indicate, in writing, the days and shifts of each pay period for which they want the overtime work before the beginning of the pay period.

Distribution of overtime work for the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s) then on duty, as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work. Should the most senior employee choose not to accept the work, the next most senior capable employee then on duty shall be offered the overtime.

2. In the event all capable employees then on duty decline the work, the overtime work shall be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the work. Should the most senior employee choose not to accept the work, the next most senior employee who has indicated in writing a desire to be offered the overtime shall be offered the work.

3. In the event all capable employees (see 1 and 2 above) decline the overtime work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among class(es) as determined by the Appointing Authority to employees then on duty and in the same work unit who are capable of performing the work. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

1. The overtime work shall first be offered to the most senior employee(s), as determined by Classification Seniority, within or among class(es) as determined by the Appointing Authority and in the same work unit who are capable of performing the work and who indicated, in writing, a desire to be offered the overtime. Should the most senior employee choose not to accept the work, the next most senior capable employee, who has indicated a desire to be offered the overtime shall be offered the work.

2. In the event all capable employees who have indicated a desire to be offered the overtime decline the work, the Appointing Authority shall have the right to assign the overtime based upon inverse order of Classification Seniority, within or among the class(es) as determined by the Appointing Authority to the least senior capable employee in the same work unit who is scheduled for the shift which immediately precedes the overtime assignment. In the event no employee is scheduled for such shift, the overtime shall be assigned to the least senior capable employee in the same work unit. The assignment shall be rotated each pay period beginning with the least senior capable employee, based on Classification Seniority.

   In emergencies, notwithstanding the terms of this Section, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

   The Appointing Authority will make every effort to assign overtime work as soon as practicable once the need for overtime is known.

Overnight Activities. Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The total compensation granted employees working in SOCS 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.

Section 3. Holiday Pay.

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

For employees working in the SOCS, if an employee is scheduled and is in pay status for part of or the entire early or afternoon shift the day before the holiday and is scheduled and is in pay status for part of or the entire night shift which begins on the holiday, the holiday shall be considered to fall on the employee's regularly scheduled day off, and Article 7, Section 5 of the Master Agreement shall apply.

Article 7, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

When any of the holidays identified in Article 7, Section 2A or 2B of the Master Agreement fall on an employee’s regularly scheduled day off, the number of holiday hours earned will be credited to the employee’s compensatory bank.

Employees whose holiday pay is prorated shall also be compensated in the above manner for the work on a holiday.

Section 4. Vacation Leave.

Vacation Requests. Article 8 of the Master Agreement shall be supplemented and/or modified as follows:

When a SOCS is initially established and an employee fills a vacancy in such SOCS, any previously approved vacation may be rescinded, if necessary, and the employee may resubmit his/her vacation request in the new SOCS.

Section 5. Job Safety.

Article 11, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Local Safety Committee. There shall be established in each department and/or principal place of employment (for example: institutions; hospitals, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union but at a minimum a total of two (2) representatives. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any.

Each Local Safety Committee in a facility with a laundry and/or a kitchen shall perform a routine heat survey to check temperature, humidity, and exhaust and fan systems in the laundries and kitchens. The Employer agrees to coordinate technical assistance to the Local Safety Committee upon request.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee, including Residential Services and Day Services, may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

Section 6. Vacancies, Filling of Positions.

Vacancies. Article 12, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Defined**. A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements; or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location forty (40) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled.

B. **Exceptions**.

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.

2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

Article 12, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Voluntary Reduction in Employment Condition. At the employee's request, the Appointing Authority may permanently change a full-time employee's employment condition to part-time by mutual written agreement between the employee, AFSCME Local 701, and the Appointing Authority. Prior to such an agreement, the Appointing Authority shall provide the employee a written description of the effect of the change on all benefits earned. The provisions of this Section of the Supplement shall remain in full force and effect unless either party notifies the other in writing at least thirty (30) days prior to the date of cancellation. If this provision of the Supplement is canceled, the provisions of Article 12, Section 2 of the Master Agreement shall govern.

Reassignment. Article 12, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

A. **Within a Work Area**. The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and shift and work area provided such reassignment is within ten (10) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1.

B. **Between Work Areas or Shifts**. If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the Appointing Authority may reassign to the position within forty (40) miles. The Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned. However, if the position is in the State Operated Community Service, the position shall first be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder as described above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment as described above. If an employee is to be reassigned from a Regional Treatment Center to a State Operated Community Service, for purposes of this situation only, the Regional Treatment Center shall be considered the work area.

C. **Temporary Reassignment**. Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. However, if an employee is to be temporarily reassigned from a Regional Treatment Center to a State Operated Community Service or if an employee is to be temporarily reassigned from a State Operated Community Service to another State Operated Community Service, the Appointing Authority shall request volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the temporary reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be temporarily reassigned. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

Job Posting. Article 12, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists 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. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. A list of Junior/Senior Plans in existence is attached in Appendix I.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date. However, when a SOCS is initially established and it is anticipated that the position in the new Service cannot be filled within the four (4) weeks, the posting shall state the date it is expected the position will be filled. In addition, for positions in previously established SOCS, the vacancy shall be filled by the successful bidder within fourteen (14) days after the bidder has completed all required training.

For informational purposes only, each Appointing Authority within a multi-seniority unit agency shall maintain a list of, or copies of, job postings of vacancies in other seniority units within the agency.

Probation Periods.

Article 12, Section 10 of the Master Agreement shall be supplemented and/or modified as follows:

Extension of Probationary Periods. If the Appointing Authority believes an extension of the probationary period could result in successful completion, the Appointing Authority and the Local Union may agree to an extension, not to exceed three (3) months. A decision by the Appointing Authority not to extend a probationary period may not be grieved.

Section 7. Relocation Allowances.

Article 21, Section 1(C) of the Master Agreement shall be supplemented and/or modified as follows:

Eligibility. Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least forty (40) miles or more from the employee's current work location or changes in residence required by an Appointing Authority as a condition of employment. The provisions of this Article shall not apply to employees who currently commute forty (40) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is forty miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

Section 8. Labor/Management Committees.

Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

Local Labor/Management Committees. A local Labor/Management Committee shall be established for each State agency and/or principal place of employment (for example: correctional facilities; regional treatment centers, including Residential Services and Day Services; colleges; transportation department areas; Department of Natural Resources regions). Local Committees shall be composed of no more than seven (7) representatives from each State agency and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistence expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

Section 9. Revised Supplemental Agreement Language.

The Local Union and the Appointing Authority agree to meet and confer regarding the use of the revised “English Language” version of this Supplemental Agreement.

Article 1
Expense Allowances

Article 20, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Meal Allowances. Employees who incur any meal expense as a result of special conferences or special meetings required by the Employer shall be reimbursed for the actual cost of the meal in accordance with Article 20, Section 5 of the Master Agreement if such reimbursement is authorized in writing in advance by their immediate supervisor.

Employees performing required work more than thirty-five (35) miles from their principal place of employment shall be eligible for reimbursement for the actual cost of the noon meal in accordance with Article 20, Section 5, of the Master Agreement, if the work assignment extends over the normal noon meal period. Such reimbursements shall be authorized by the employee's immediate supervisor. Reimbursements shall also be considered to be authorized under the following circumstances:

1. If an employee submits a routine work schedule, indicating his/her possible claim for noon meal allowance and no oral or written denials are received from the Appointing Authority, or Supervisor(s) within a reasonable time, previous to the "claimed" day;

2. If oral approval is given by the employee's immediate supervisor prior to claiming that meal allowance, on the same day of a "claimed" noon meal.

Article 2
Uniforms

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

Whenever the Appointing Authority determines that special uniforms, jackets, hats, etc. shall be required as part of the work uniform, the Appointing Authority shall purchase the same and make them available to the employee.

The Appointing Authority agrees to perform an annual evaluation as to the number and condition of uniforms being provided to employees. If the Appointing Authority makes changes in its uniform policy, it will discuss such changes with the local labor-management committee prior to implementing the changes. However, the Appointing Authority's determination of such changes shall not be subject to the grievance and arbitration provisions of Article 17.

Article 3
Holidays

Article 7, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority may, with the agreement of the Local Union, designate substitute days for the observance of Veterans Day, Thanksgiving Day, Day After Thanksgiving, New Years Day, Martin Luther King Day, and Presidents Day for Giants Ridge Operation and Trails Division. The Appointing Authority may, with the agreement of the Local Union, designate substitute days for the observance of Memorial Day, Independence Day, and Labor Day for Ironworld.

Article 4
Giants Ridge Operation and Trails Division

Article 5, Section 1C of the Master Agreement shall be supplemented and/or modified as follows:

Work Schedules. Work schedules showing the shifts, days, and hours of all employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective day. From November 1 through March 31 of each year, schedules may be changed with at least twenty-four (24) hours (weather report prediction time) notice to the employee. However, this provision shall not be invoked to change an employee's days that have been scheduled off during the fourteen (14) day posting. Employees who are qualified and capable may mutually agree to exchange days, shifts or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

Article 5
Ironworld

Article 5, Section 1C of the Master Agreement shall be supplemented and/or modified as follows:

Work Schedules. Work schedules showing the shifts, days, and hours of all employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective day. From May 15 through September 15 of each year, schedules may be changed with at least twenty-four (24) hours (weather report prediction time) notice to the employee. However, this provision shall not be invoked to change an employee's days that have been scheduled off during the fourteen (14) day posting. Employees who are qualified and capable may mutually agree to exchange days, shifts or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

Article 6
Pay Differentials

If a Department employee's total actual hours of operation for a particular piece of equipment equals or exceeds the minimum number of hours of training required to qualify for the piece of equipment and if the employee's operation of the equipment is determined by the Regional Supervisor to be satisfactory, such employee need no further certification for the types of equipment for which he/she has met the above requirements. However, such employee must complete the minimum number of hours of training required to operate other types of equipment before he/she can qualify for differential pay.

When the Appointing Authority determines that additional employee(s) should be trained for certification on any equipment at any principal place of work, the opportunity for such training shall be provided employees on the basis of Department Seniority within the principal place of work.

Employee(s) may be decertified for a) not meeting performance standards set by the Appointing Authority; b) equipment abuse as determined by the supervisor of the IRR Maintenance Shop in Eveleth; c) negligence in safety practices; d) deferral of offered equipment on the same piece of equipment three (3) consecutive times. When an employee defers an equipment assignment, the supervisor shall document such deferral by listing the date, place, and shift of deferral, and piece of equipment deferred. Such documentation shall be provided to the employee. Decertification shall be grievable under Article 17 of the Master Agreement.

Once decertified, the employee must complete the full training and operation schedule as required for certification on that piece of equipment again. Selection for recertification by the Appointing Authority shall be in accordance with the process above, at the next available training opportunity.

Intermittent Heavy Equipment Operator assignments shall be made on the basis of Departmental Seniority from among certified available employees capable of performing the work and assigned to the same principal place of work. For purposes of this Section, "Departmental Seniority" is defined as the length of continuous service within the IRR since the last day of entry into the IRR.

When more than one (1) certified employee is available for Heavy Equipment Operator assignment, the more senior certified operator of needed equipment shall have the right to defer an assignment to a less senior certified and available employee.

When heavy equipment moves into another principal place of work, the equipment will be operated by the most senior certified operator from the principal place of work where the equipment had been stationed.

Building demolition assignments shall be made to the most senior certified employee who is assigned to the IRR Administration building. If additional certified employees are necessary, the most senior certified employee in the Department and/or principal place of work closest to the actual work assignment shall be assigned to perform the work.

Whenever heavy equipment operator work assignments are made involving Class 3 heavy equipment, to perform building demolition work of any kind, the regular heavy equipment operator differential rate in effect, at that time, for that equipment shall be increased fifty percent (50%) of the rate difference, between Class 3 and Class 4 pay differentials. This differential rate shall be applied and payable for the actual hours involved (rounded to the nearest one-half hour) for the demolition type work but shall not include subsequent operations such as clean-up, filling, clearing, loading, etc. The immediate supervisor shall determine the starting and ending times of demolition work for payment purposes.

The equipment classified as Classification 3 shall be supplemented to include the operation of Snowgrooming Tractors, when used while snow grooming trails and/or grooming any other recreation area.

Article 7
Compensatory Bank

The compensatory bank shall be liquidated on the last day of the last full pay period in September for all IRR employees except those employees who work exclusively at Ironworld. Ironworld employees shall liquidate compensatory banks on the last day of the last full pay period in March.

DEPARTMENT OF LABOR AND INDUSTRY

Article 1
Flextime

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

Section 1. Flextime Schedule Request. The purpose of this Article is to establish a voluntary flextime program for employees of the work units within the Department of Labor and Industry.

First shift schedules must begin no earlier than 6:00 a.m. and end no later than 6:00 p.m., Monday through Friday. Second shift schedules must begin no earlier than 12:30 p.m. and end no later than 12:00 a.m., Monday through Friday.

The flextime schedule is based upon a Wednesday through Tuesday, forty (40) hour work week over an eighty (80) hour payroll period unless otherwise specified. Within the above-prescribed parameters, the flextime program shall allow an employee to request a modification of his/her current work schedule according to the following schedule:

1. Eight (8) consecutive hours of work for each day of the work week.

2. Eight (8) consecutive hours of work for one (1) work week of the payroll period and nine (9) consecutive hours of work for four (4) days and four (4) consecutive hours of work for one (1) day of the remaining work week in the payroll period.

3. Eight and one-half (8-1/2) consecutive hours of work for four (4) days of the work week and six (6) consecutive hours of work on one (1) day of the work week with two (2) consecutive hours off on that same day.

4. Nine (9) consecutive hours of work for four (4) days of the work week and four (4) consecutive hours of work combined with four (4) consecutive hours off on one (1) work day during each work week.

5. Ten (10) consecutive hours of work four (4) days of five (5) each work week.

6. Nine (9) consecutive hours of work for eight (8) days of the work week, eight (8) hours of work for one (1) day of the work week, eight (8) consecutive hours off on one (1) work day during each payroll period, provided that the eight (8) hour work day and the eight (8) hour day off occur on the same day of the week. (For example, if the eight (8) hour work day is Friday, the eight (8) hour day off must be on the other Friday in the payroll period. The work week for employees on this schedule begins four (4) hours into the shift on the eight (8) hour work day and ends exactly one calendar week later.)

Consecutive hours of work shall exclude the normal unpaid lunch period during the work week.

An employee shall make his/her request in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the desired implementation date. Upon supervisor approval, the schedule shall be effective at the beginning of the next payroll period after approval.

Section 2. Review of Requests. Each Unit Manager may establish a beginning and ending time between the Bandwidth hours during which all scheduled work shifts must occur. Management retains the responsibility for denying or terminating individual flextime schedules where they adversely affect the operation of the unit. Flextime must not interfere with unit operations during regular business hours. Further, management may exclude any employee or group of employees if flextime would cause the Department of Labor and Industry to incur additional costs, be disruptive to the operation of the unit or result in reduced service to the public.

The immediate supervisor shall determine to approve or deny the flextime request of an employee based on the job-related considerations, including, but not limited to, the operations of the unit and the provisions of service to the public. If there are conflicting requests from employees and the needs of the supervisor require that not all requests may be approved, the supervisor shall approve (if all other considerations indicate approval) the request submitted by the employee with the most State Seniority among all unit employees not on a team or specific function, or by State Seniority among all unit employees. Management shall define “team” and “function” for the purposes of this Agreement. Should conflicts still exist, they shall be resolved by lot.

The immediate supervisor shall note his/her approval on the request memo and give a copy to the employee. If an employee's request is altered or denied, a written notice of the decision shall be provided to the employee within seven (7) calendar days of request receipt and shall be available to the Union. No request shall be unreasonably denied.

Section 3. Altered Schedules. If requested by the employee, the employee may change days, shifts or hours of work with the approval of his/her supervisor provided such change is temporary for a duration of not more than fourteen (14) consecutive calendar days at a time and it does not result in payment of overtime or cause a change in the seven (7) day period. Any such alteration must be scheduled so as not to require any full-time employee to work less than eighty (80) hours in a pay period, including paid leave time.

Section 4. Holidays and Paid Leave Time. When a holiday falls on a day the employee normally works, the employee shall be paid holiday pay for the number of hours he/she would have worked that day if there had been no holiday.

When a holiday falls on a flex day off, the employee shall take another work day off per Master language.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time changed to the paid leave or taken as unpaid leave shall be for the total hours (or fraction thereof) they would have otherwise been in attendance at work that day.

Section 5. Hours of Work. The execution of this Agreement amends Section 2, Subdivision B.1. (Work Day) and Subdivision B.2. (Work Week/Period) of Article 5 of the Master Agreement so as to recognize the legitimacy of work days other than eight (8) or ten (10) consecutive hours.

It is agreed that no additional paid rest period shall be provided to an employee working on a flextime schedule.

Section 6. Appeals. An employee may appeal in writing the decision of the immediate supervisor to deny or revoke a flextime schedule to the Unit Manager who shall respond in writing within seven (7) days. If not resolved at that level, the decision may be appealed in writing to the Assistant or Deputy Commissioner, as appropriate, who shall respond in writing. The decision of the Assistant or Deputy Commissioner is final and shall not be subject to Article 17 of the Master Agreement unless the action giving rise to the appeal is a violation of a specific provision of that Agreement.

Duration. Should problems occur with this Agreement after its effective implementation date, the parties agree to meet and confer in an effort to resolve the issues. If they meet and confer and cannot resolve the issues, the Department of Labor and Industry reserves the right to terminate the flextime program with fourteen (14) calendar days written notice to the Union.

Article 2
Electronic Posting

Article 12, Section 5 of the Master Agreement shall be modified as follows:

1. DLI will post all vacancies as defined and required by the Agreement between the parties, unless specific waiver has been provided by the Union.

2. All DLI employees represented by the Union have necessary computer hardware, software and access to receive the postings at their work stations.

3. Vacancies will be posted through DLI's electronic mail system (known as GroupWise). Postings will be sent to all DLI employees.

4. Postings will be received like all other e-mail messages. The subject will be clearly labeled and will look the same each time.

5. Employees may bid on posted vacancies electronically by replying to the message. The employee needs to reference the requisition number or position number. Employees may also submit paper (hard copy) bids. All bids (electronic or paper) must be received by the close of business (4:30 p.m.) by the last day of the posting period.

6. DLI will send paper (hard copy) of all postings to the Union's main office. If the Union has or acquires the ability to accept electronic copies, DLI will submit them electronically if feasible.

7. DLI will post one (1) paper (hard copy) of all postings on the bulletin board outside its Human Resources Office at 443 Lafayette. Copies will be made available for review upon request of the Union.

8. DLI will extend the posting period beyond seven (7) calendar day minimum period if documented technological problems delay the electronic delivery and/or access of postings for more than one (1) full business day. In such case, DLI will extend the posting period by one (1) business day for each day the electronic delivery is delayed beyond one (1) full business day.

9. Employees are to report technological problems that prevent the receipt and/or access of electronic postings. Such problems are to be reported to DLI Technology Services. More specifically, an e-mail message can be sent to "help" and/or call 651-284-5555. Such malfunctions are to be immediately reported.

10. If documented technological problems cause excessive delays in receipt and/or access of electronic postings, DLI will post vacancies on paper (hard copy) on employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists are stationed. In such cases:

    a) DLI will notify the Local President.
    b) The posting period for affected posting(s) will be adjusted to begin the date of the paper (hard copy) posting and will run for a duration of a minimum of seven (7) calendar days from the date of the paper (hard copy) posting.
    (c) DLI will notify the Local President and all employees when the technological problems are fixed and electronic postings can be resumed.

11. The Union may bring concerns or issues with electronic posting at anytime to DLI.

Article 3
Probation

Article 12, Section 10C of the Master Agreement is modified as follows:

If Management or the Local Union believes that extending an employee's probationary period could result in a successful completion, Management and the Local Union may agree to a limited extension of up to three (3) months (or the equivalent number of hours if the employee is intermittent or less than half-time), provided that the employee was given a written mid-probationary review and provided that a written notice of the extension is given to the employee and the Union prior to the end of the fifth (5th) month of the probationary period.

Upon completion of the probationary period, the letter extending the probation will be removed from the employee's personnel/supervisory file.

Article 1
Flex-Time

The purpose of this article is to establish a voluntary flex-time program for employees of the work units within the Minnesota State Lottery.

Section 1. Flex-Time Schedule Request - EDP Operations Technician Series. This section is specifically designed for the EDP Operations Technician series and is unavailable for any other Lottery employees outside of that series. All other sections in this article, except Section 2 are applicable.

The flex-time schedule is based on a Wednesday through Tuesday forty (40) hour work week over a two (2) week eighty (80) hour payroll period.

Within the above prescribed parameters, the flex-time program shall allow an employee to request modification of his/her current work schedule according to the following schedule:

Eight (8) consecutive hours of work for each day of the Wednesday through Tuesday work week.

Twelve (12) consecutive hours of work for three (3) work days, and four (4) consecutive hours of work for one (1) day per week.

Nine (9) consecutive hours of work eight (8) days per pay period with one (1) eight (8) hour day.

Nine (9) consecutive hours of work four (4) days a week and four (4) consecutive hours of work one (1) day a week.

Consecutive hours of work shall exclude the normal unpaid lunch period during the work week.

The employee shall request participation in this program in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the date of implementation.

If necessary, the work week shall be adjusted in order to be in compliance with the Fair Labor Standards Act.

Section 2. Flex-Time Schedule Request: Other Work Units. This section is for all other work units in the Minnesota State Lottery except those defined in Article 2. All other sections in this article are applicable.

The flex-time schedule is based on a Wednesday through Tuesday forty (40) hour work week over a two (2) week eighty (80) hour payroll period.

Within the above prescribed parameters, the flex-time program shall allow an employee to request modification of his/her current work schedule according to the following schedule:

Eight (8) consecutive hours of work for each day of the Wednesday through Tuesday work week.

Ten (10) consecutive hours of work four (4) days out of five (5) each Wednesday through Tuesday work week.

Nine (9) consecutive hours of work eight (8) days per pay period with one (1) eight hour day.

Nine (9) consecutive hours of work four (4) days a week and four (4) consecutive hours of work one (1) day a week.

Consecutive hours of work shall exclude the normal unpaid lunch period during the work week.

The employee shall request participation in this program in writing to his/her immediate supervisor no later than fourteen (14) calendar days prior to the date of implementation.

Once the program is in effect, an employee may revert back to his/her original schedule by providing a fourteen (14) calendar day written notice to the immediate supervisor. Once such decision is made, the employee may not re-enter the program for a period of three (3) months.

If necessary, the work week shall be adjusted in order to be in compliance with the Fair Labor Standards Act.

Section 3. Review of Requests. Management retains the responsibility for denying or terminating individual flex-time schedules where they adversely affect the operation of the unit. Flex-time must not interfere with unit operations during the normal office hours of Monday through Friday. Further, management may exclude any employee or group of employees if flex-time would cause the Minnesota State Lottery to incur additional costs, be disruptive to the operation of the unit or result in reduced service to the public.

The immediate supervisor shall determine to approve or deny the flex-time request of an employee based upon job-related consideration including, but not limited to, the operation of the unit and the provision of service to the public. If there are conflicting requests from employees, and the needs of the supervisor require that not all requests may be approved, the supervisor shall approve (if all other considerations indicate approval) the request submitted by the employee with most state seniority within a team function, or by state seniority among all unit employees not on a team or in a specific function, or by state seniority among all unit employees. Management shall define "team" and "function" for the purposes of this article. Should conflicts still exist, they shall be resolved by lot.

The immediate supervisor shall provide the employee with written notice and explanation of the decision within seven (7) calendar days of request receipt. If an employee's request is denied, a copy of the written notice and explanation of the decision shall be available to the Union. No request may be unreasonably denied.

Section 4. Altered Schedules. Upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be temporarily altered for a duration of not more than fourteen (14) consecutive days at a time without regard to the above provisions provided that it does not result in payment of overtime. Any such alteration must also be scheduled so as not to require any full-time employee to work less than eighty (80) hours in a pay period, including paid leave time.

Section 5. Holidays and Paid Leave Hours. When the holiday falls on a day the employee normally works eight (8), nine (9), ten (10) or twelve (12) hours, the employee shall be paid holiday pay for the number of hours s/he would have worked that day had there been no holiday.

When the holiday falls on a day the employee normally works less than eight (8) hours, the schedule shall be changed with the closest holiday that still falls within the same Wednesday through Tuesday work week.

This article serves as the fourteen (14) days notice of these schedule changes during holidays as required under Article 5 of the Master Agreement.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time charged to the paid leave or taken as unpaid leave shall be for the total hours (or fraction thereof), they would have otherwise been in attendance at work that day.

Section 6. Hours of Work. The execution of this Supplemental Agreement hereby amends Section 2, Subdivision B (Work Day), and Subdivision C (Work Week, Work Period), of Article 5 of the Master Agreement so as to recognize the legitimacy of a twelve (12) hour work day and four (4) hour work day.

It is further agreed that no additional paid rest period shall be provided to an employee working on a flex-time schedule.

Section 7. Appeals. An employee may appeal in writing the decision of the immediate supervisor to deny or revoke a flex-time schedule to the Unit Manager who shall respond in writing. If not resolved at that level, the decision may be appealed in writing to the Assistant Director or Director as appropriate who shall respond in writing. The decision of the Assistant Director or Director is final and shall not be subject to Article 17 of the Master Agreement unless the action giving rise to the appeal is a violation of a specific provision of that Agreement.

Section 8. Duration. This Supplemental Agreement shall be in effect for an indefinite period beginning the effective date of the Agreement. Should problems occur with this Agreement after its effective implementation date, the parties agree to meet and confer in an effort to resolve any issues may arise.

Article 2
Overtime

Article 6 of the Master Agreement shall be supplemented and/or modified as follows:

The Employer will make every effort to assign overtime as soon as practical once the need for overtime is known.

DEPARTMENT OF MILITARY AFFAIRS

Airfield Firefighters

Article 1
Work Out of Class

Article 18, Section 6, of the Master Agreement shall be supplemented and/or modified as follows for Airfield Firefighters:

When an employee 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 six (6) consecutive work days in duration, the employee shall be paid for all such hours at the employee's current salary when assigned to work in a lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or one (1) step higher than the employee's current salary, whichever is greater. If an employee is assigned to work out of class, but does not meet the six (6) consecutive work day standard, and within five (5) working days the employee is subsequently assigned to work out of class to the same assignment, the previous time served on work out of class will count towards meeting the six (6) consecutive work day standard. When an employee is assigned to serve in a class for which the employee is on a layoff list, the employee shall be paid as provided above or the maximum step previously achieved by the employee, whichever is greater. If the Appointing Authority determines to make a work out of class assignment of six (6) or more consecutive months to a higher class represented by the Union, the

Appointing Authority shall appoint the most senior capable and available employee among or within classes and among or within work areas as determined by the Appointing Authority.

Article 2
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 $400.00 for each Firefighter. Upon completion of the first year of employment, and annually thereafter, the Appointing Authority will reimburse the Firefighter for new articles of uniform clothing purchased, not to exceed $400.00 each year. The Firefighter shall be required to provide receipts before being reimbursed. Proper maintenance of uniforms shall be the Firefighter's responsibility.

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

Article 3
Holidays

Article 7, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

The provisions of Article 7, Section 2A and 2B shall not apply to Airfield Firefighters.

The provisions of Article 7, Section 2C shall be supplemented and/or modified as follows:

Airfield Firefighters 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. The rest of this section shall continue to be applied.

Article 4
Vacation Accrual

Article 8, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

Section 2. Allowances. All eligible Airfield Firefighters 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 18 years	10 working hours
After 18 through 25 years	10.5 working hours
After 25 through 30 years	11.5 working hours
After 30 years	12 working hours

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

Eligible Airfield Firefighters 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 Of Length Of Service

No. Hours Worked/Paid During Pay Period**	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 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	7.5	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

**For purposes of this Section, “hours worked/paid” means all hours worked, and all paid leaves of absence, paid vacation and sick leave, paid floating holidays and compensatory time off. Overtime hours are included in “hours worked/paid” based on the number of hours worked, not the number of hours compensated.

Airfield Firefighters may accumulate unused vacation leave to a maximum of five hundred and thirty (530) hours.

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

Employees who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence.

Article 5
Sick Leave

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

Eligible Airfield Firefighters 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 Firefighters being paid for less than a one hundred six (106) hour pay period shall have sick leave accruals prorated according to the rate schedule indicated below:

Hours Of Sick Leave Accrued During Each Payroll Period Of Continuous Service

Number of Hours Worked/Paid During Pay Period**	Number of Hours Accrued
Less than 12.5	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

**For purposes of this Section, "hours worked/paid" means all hours worked, and all paid leaves of absence, paid vacation and sick leave, paid floating holidays and compensatory time off. Overtime hours are included in "hours worked/paid" based on the number of hours worked, not the number of hours compensated.

Article 9, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

An employee using sick leave shall be charged for only the number of hours he/she was scheduled to work during the period of sick leave.

Article 6
Hours of Work

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

B. **Workday**. The normal workday shall consist of twenty four (24) consecutive hours of work. Should it become necessary to establish schedules departing from the normal work day, in the interest of efficient operations, to meet the needs of the public or an Agency, to use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording the Local Union an opportunity to express its view, prior to the fourteen (14) day posting period provided for in Article 5, Section 1C.

Article 5, Section 1C of the Master Agreement shall be supplemented and/or modified as follows:

C. **Work Schedule**. The Fire Chief shall be responsible for scheduling each Firefighter's days and hours of work. The written work schedule reflecting each Firefighter's days and hours of work shall be posted at least fourteen (14) days in advance of its effective date.

Airfield Firefighters who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the Airfield Firefighter working more than a one hundred six (106) hour pay period. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the Airfield Firefighter working more than a one hundred six (106) hour pay period.

To provide a uniform amount of earnings in a firefighter's bi-weekly paycheck, firefighters shall carry forward all hours in excess of one hundred and six (106) hours in a payroll period into the next regular bi weekly payroll period within the eight (8) week work period for which they are scheduled for less than one hundred and six (106) hours. Hours carried forward are added to that payroll period to bring it up to one hundred and six (106) hours.

Article 7
Overtime

Article 6 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 Firefighters shall have paid vacation time, paid sick leave, and paid leaves of absence considered as "time worked."

Article 8
Shift Differential

Article 18, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

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

Article 9
Severance Pay

With respect to Airfield Firefighters, Article 18, Section 6 of the Agreement shall be modified as follows:

Severance pay shall be equal to forty (40) percent of the employee'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 employee's accumulated but unused sick leave in excess of one thousand one hundred and ninety three (1193) hours, times the employee's regular rate of pay at the time of separation.

Article 10
Camp Ripley

Article 15, Section 4C of the Master Agreement shall be supplemented and/or modified as follows:

Seasonal employees shall be laid off in inverse order of Classification Seniority within the principal place of employment of the position(s) to be eliminated unless waived by mutual agreement between the employee and the Appointing Authority. For the class Stores Clerk, principal place of employment shall be defined as: (1) ammunition; (2) subsistence (Class I); (3) area supply; and (4) supply and services.

For the class Training Site Worker, principal place of employment shall be defined as: (1) ammunition; (2) subsistence; (3) area supply; (4) supply and services; and (5) engineering.

Article 15, Section 4E of the Master Agreement shall be supplemented and/or modified as follows:

Seasonal employees shall be recalled in the order in which their names appear on the seasonal layoff list for the seniority unit and principal place of employment from which they were laid off and shall have preference for any temporary jobs in the principal place of employment in their class which are established during a period of seasonal layoff. For the class Stores Clerk, principal place of employment shall be defined as: (1) ammunition; (2) subsistence (Class I); (3) area supply; and (4) supply and services. For the class Training Site Worker, principal place of employment shall be defined as: (1) ammunition; (2) subsistence; (3) area supply; (4) supply and services; and (5) engineering.

Article 11
Overtime Distribution

Article 6, Section 4 of the Master Agreement, shall be supplemented and/or modified as follows except for Camp Ripley:

Overtime work shall first be offered to the most senior employee(s) in the same job class and in the same work area who are capable of performing the work available. The overtime work shall first be offered to employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the overtime assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section. In the event all capable employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority among capable employees in the event that all capable employees decline overtime work.

Employees may rescind such waivers upon fourteen (14) calendar days' written notice to the local personnel office.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

Article 12
Heavy Equipment

See Appendix F, Section 2 for the assignment of Intermittent Heavy Equipment.

Article 13
Flex-time Scheduling

The Appointing Authority and the local union may mutually agree to a flex-time scheduling plan.

Article 14
Pay Differentials

Intermittent Heavy Equipment operating assignments shall be made on the basis of State Seniority from among qualified employees who are available and capable of performing the work and assigned to the same work area.

Employees who work on high voltage (over 600 volts) power lines shall receive a differential of $1.15 per hour for all hours worked.

MINNESOTA STATE COLLEGES AND UNIVERSITIES

The following supplements and/or modifies the Master Contract.

Part 1. All MnSCU

1. **Student Workers**. No employee shall be laid off or demoted due to the utilization of student workers.

2. **Parking**. The Employer agrees that all policies and fees relating to employee parking on campus and Board office facilities shall be uniform for faculty and all other personnel on each campus. On campuses which have a parking committee, the Local Union shall designate a representative to the committee.

3. **MnSCU Labor-Management Committee Representatives**. Article 31, Section 3, of the Master Agreement shall be supplemented and/or modified as follows:

   The MnSCU Labor-Management Committee shall be composed of no more than nine (9) representatives each from management and from the local unions. No more than two (2) local union representatives from each campus shall be released without loss of pay.

4. **MnSCU Safety Committee**. A statewide Safety Committee shall be composed of no more than seven (7) representatives each from management and from the local unions. The committee shall address issues of campus safety plans, campus emergency plans, safety training, and other safety-related issues.

5. **Safety Committee Minutes**. Each campus safety committee chair shall distribute copies of their safety meeting minutes to the MnSCU Safety Officer and to the Local Union Presidents.

6. **Seasonal Extensions**. Article 15, Section 4, of the Master Agreement shall be supplemented and/or modified as follows:

   The Appointing Authority may assign work after the normal season ends or before the season begins based on program requirements rather than seniority, such assignment(s) not to exceed a total of four (4) weeks. When the assignment(s) exceeds the four (4) week total, it shall be made in accordance with the Master Agreement. The above provision supplementing and/or modifying Article 15, Section 4, shall not apply to State Universities and the Board Office.

7. **Tuition Waiver**. There shall be available to employees of the MnSCU System, a tuition waiver as set forth below.

   Employees shall have the choice to participate or not. The parties agree that should the Union attempt to expand this waiver beyond employees of the MnSCU System, the waiver shall immediately cease.

Full-time unlimited and seasonal, and part-time unlimited and seasonal employees who have completed three (3) consecutive years of service in a Technical College or the MnSCU System shall be entitled to enroll in credit courses on a "space available" basis, without payment of tuition. Such enrollment shall not exceed sixteen (16) semester credits per year, running from summer session through spring session.

Effective July 1, 1997, the employee will pay all applicable fees.

1. Employees at a State University shall have tuition waived at any State University.

2. Employees at a Technical, Community or Co-located College shall have tuition waived at any Technical, Community or Co-located College.

3. Employees of the MnSCU Office of the Chancellor shall have this tuition waiver apply and must make a one-time choice of 1 or 2 as stated above.

The employee's spouse or dependent child(ren) may share this tuition waiver within the limit established above.

8. **Union Meetings**. The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours. Employees who desire to make these adjustments must request prior approval from their department supervisor or other Employer designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within five (5) working days, if work is available, to prevent loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at union meetings, the Employer shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a union meeting.

9. **Board of Trustees Meetings**. The MnSCU Policy Committee President or Designee shall be granted Union Leave sufficient to attend meetings and hearings conducted by the MnSCU Board of Trustees. Such leave shall be considered paid leave for purposes of vacation and sick leave accrual.

10. **Seasonal Layoffs**. Section 4b and 4e (second paragraph) of Article 15 of the Master Agreement shall be modified as follows:

The agreed upon form letter attached to the MOU on Seasonal Layoffs will be used in lieu of the language in Section 4 of Article 15 to notify academic year, seasonal employees of their work schedules and planned return to work at least fourteen (14) calendar days in advance of such dates. Copies of the notice shall be provided to the Union and Local President. In addition, seasonal academic employees whose seasonal layoff or recall dates are changed, except as provided in Section 5 of this supplement, shall be provided notice of seasonal layoff or recall in accordance with Section 4 of the Master Agreement. The above provision applies to the State Universities and the Board Office for the duration of the 2003-05 Agreement.

11. **Notification of Layoffs**. As provided in Article 15, Section 2, when an Appointing Authority initiates a planning process or management study which is anticipated to result in layoff, the Appointing Authority will meet and confer with the Local Union during the decision planning phase and again during the implementation planning phase. As further provided in Article 15, Section 3B of the Master Agreement, MnSCU's institutions shall notify the Union of a prospective layoff at least thirty (30) calendar days prior to the effective date of the layoff whenever practicable. The Union may request a meeting with the Administration to discuss alternatives to the layoff and/or implementation of the layoff.

12. **Employment Condition**. Article 12, Section 2 shall be modified or supplemented as follows:

    An Appointing Authority may continue to schedule employees full-time during the academic year and part-time during the summer. The employment condition of these positions is full-time unlimited. This provision shall apply to the position and not to the employee. Changes in an employee's employment condition resulting solely from implementation of this provision shall not constitute a vacancy within the meaning of Article 12 of the Master Agreement. Positions created or identified pursuant to this provision shall be identified as such on the seniority roster.

    Article 12, Section 6 of the Master Agreement is modified as follows:

    For purposes of bidding, an employee who works full-time during the academic year and part-time during the summer may bid to a year-round full-time, unlimited position. A year-round full-time, unlimited employee may bid to a vacancy that is scheduled full-time during the academic year and part-time during the summer.

    Article 15, Section 3D shall be modified as follows:

    An employee who works full-time during the academic year and part-time during the summer may exercise bumping rights with respect to a year-round full-time unlimited employee only pursuant to Article 15, Section 3D3h. A year-round full-time, unlimited employee shall exercise bumping rights with respect to an employee who works full-time during the academic year and part-time during the summer only pursuant to Article 15, Section 3D3h.

    Article 15, Section 3D3h of the Master Agreement shall be modified as follows:

    An unlimited full-time or unlimited part-time employee may exercise the bumping option set forth in Article 15, Section 3D3h of the Master Agreement against only one of the following groups:

    a) unlimited full-time employees who work full-time during the academic year and part-time during the summer; or
    b) year-round full-time, unlimited employees; or
    c) part-time unlimited employees.

13. **Conflicts**. The following practices are to be followed in situations involving the employment or potential employment of members of the same family unit in a permanent or full-time, unlimited position:

    1. Employees who have responsibility for hiring will disqualify themselves from any situations involving the hiring of another family member.
    2. Managers and supervisors will work to address situations where family members are working in a direct superior/subordinate relationship.
    3. For purposes of this provision, a "family member" shall mean spouse, children, siblings (including sisters/brothers in-law), parents, and parents of spouse.

14. **Holiday Proration**. Part-time employees' holidays shall be prorated according to Appendix B1, based upon the average number of hours paid in the previous three pay periods, unless the employee does work the holiday, in which case Article 7 of the Master Agreement language shall apply. If an employee is appointed or recalled during a pay period in which a holiday(s) occurs, and the employee is eligible for holiday pay, the proration shall be based on the hours worked or paid in the next pay period which does not include a holiday. For this purpose, and for those employees on a voluntary reduction in hours, use the table in Appendix B.

15. **Staff Development Joint Taskforce**. A joint taskforce shall be established and composed of eight (8) representatives selected by the Appointing Authority and eight (8) employee representatives selected by AFSCME. The joint taskforce shall be convened by MnSCU Labor Relations and shall be charged with discussing AFSCME's participation in staff development planning for individual and campus-wide training. The joint taskforce shall review data and report on results by June 30, 2007.

16. **Substitute Holidays**. The Appointing Authority and Local Union may agree to continue to recognize different holidays than those provided for in the Master Agreement.

17. **Uniforms**. Employees who are currently being supplied or being reimbursed for uniforms by the Appointing Authority shall receive or be reimbursed for an initial issue of five (5) properly fitting uniforms per employee upon employment. Thereafter, employees shall be permitted replacement uniforms when such need is demonstrated. Worn out uniforms shall be returned to the Appointing Authority.

18. **Settlement of Disputes**. Article 17 of the Master Agreement shall be supplemented and/or modified as follows:

    Definition of Steps: The presentation of a grievance at the first step shall be to the employee's immediate supervisor. The presentation of a grievance at the second step shall be to the College President or designee. Step 3 grievances shall be appealed at the MnSCU Office of the Chancellor or its designee. The Local Union shall be informed in advance in writing if a campus will hear third step grievances.

19. **Hours of Work - Changes for Summer and Academic Break**. During summer and academic breaks, individual employees may be permitted the option of working four (4) ten (10) hour days, or four (4) nine (9) hour days and a four (4) hour day. The supervisor may deny individual requests for job-related reasons. If there are conflicting requests in the same work unit, the supervisor shall grant the modified schedule, if acceptable, to the employee with the most State Seniority. Should conflicts still exist, they shall be resolved by lot. Requests to go to the altered schedules must be made in writing to the supervisor at least twenty-eight (28) calendar days preceding the change. Employees going to and returning from altered schedules for summer and academic breaks shall not be entitled to fourteen (14) calendar days posting or penalty pay, but shall be returned to their previous schedule.

20. **Intra Campus Mail**. The Employer shall make available to each Local Union the use of the intra campus mail system for the communication of meeting notices and minutes of same, monthly and/or quarterly newsletters, and other official communications from Union officers of a similar nature. Such materials shall not advocate actions contrary to the provisions of the Master Agreement or this Supplemental Agreement, nor shall it contain material of a partisan political or inflammatory nature.

21. **Overtime - Cash/Compensatory Time**. Article 6, Section 5, of the Master Agreement shall be supplemented and/or modified as follows:

    Overtime which is earned by working at events that are not sponsored by the college, shall be compensated in cash. However, the college may offer compensatory time.

22. **Temporary Reassignment**. Article 12, Section 4D shall be modified or supplemented as follows:

    Temporary reassignments can extend to nine (9) months if the reassigned employee is filling in for someone on an approved leave of absence.

Part 2. Co-located Institutions

23. **Implementation**. This Supplemental Agreement shall be in effect with the actual date of merger of the institutions.

24. **Definition of State Seniority**. "State Seniority" for former Technical College employees shall be defined as the date of first employment with the Technical College or with a member school district from which the employee moved or was assigned to the joint Technical College district or any other seniority recognized by the Technical College. It shall also include any time served in a temporary appointment where the employee was appointed to a permanent position in the same class without a break in service. "Break in service" shall not include academic year breaks. For former Community College employees and new employees of the co-located College, it shall be defined in Article 4, Section 1A of the Master Agreement.

25. **Definition of Class Seniority**. On the effective date of co-location, class seniority for employees shall be the same as state seniority, as defined above. A new employee, or a current employee who is reallocated, transferred, demoted, or promoted to another classification or Appointing Authority after the date of co-location shall have class seniority in the new position determined in accordance with the Master Agreement. The preceding sentence does not apply to an employee of a co-located institution who transfers in the same class to another co-located institution.

    Previously held classes. Requests for determinations of allocations and seniority dates for previously held classes that were submitted, with supporting documentation, on or before June 30, 2001, shall be retained in the employee's personnel file and the determinations shall not be reflected on the college's seniority roster. At the time the college is notified that the employee has accepted a position with another Appointing Authority, the college shall make a determination and shall forward a copy of the written determination of allocation and seniority dates to the new Appointing Authority. The determination of classifications and seniority dates shall not be grievable.

26. **Layoff and Bumping**. In addition to any bumping rights contained in the Master Agreement, employees at a co-located College shall have the right to bump into equal or lower classes in the same class series. Employees who demote into a class in which they have not previously served shall serve a three (3) month probationary period. Class series include OAS Principal, Senior, Intermediate and OAS; CSAS Principal, Senior, Intermediate and CSAS; CSS Principal, Senior, Intermediate and CSS; General Maintenance Worker and General Maintenance Worker Lead; Licensed Practical Nurse 1 and 2; College Lab Assistant 1 and 2; Electrician and Electrician, Lead; EDP Operations Technician 1, 2, and 3; Account Clerk, Account Clerk Senior and Accounting Technician. This list is a list of examples and the parties shall examine specific class series as part of the pre-layoff procedure.

    Layoff Lists. The seniority unit layoff lists from the Technical and Community Colleges shall be merged at the co-located colleges.

27. **Definition of Full-Time Work for Former Technical College Employees**. Where full-time work has been defined as fewer than 40 hours per week (35 hours, 37.5 hours, etc.) employees will have the employment condition of part-time unlimited or part-time seasonal. Such employees shall not have their hours of work reduced below thirty two (32) hours per week except through layoff. Such employees shall be considered as full-time unlimited or full-time seasonal for purposes of layoff. Such employees shall have the right to bid to forty (40) hour full-time positions within their seniority unit.

28. **Hours of Work**. Split Shifts. Article 5, Section 1, C of the Master Agreement shall be modified or supplemented as follows:

    Split shifts in existence prior to July 1, 1995 shall be permitted.

    Reduction in Hours. Article 5, Section 4 of the Master Agreement shall be modified or supplemented as follows:

    Employees and the Appointing Authority may mutually agree to reduce a full-time employee's hours of work. Such reduction shall not change their employment condition for purposes of bidding or lay off. Prior to implementation of an agreement to reduce a schedule, the Appointing Authority shall notify the Local Union President of the agreement.

29. **Co-located MOU Duration**. The Co-located Memorandum of Understanding shall continue for the duration of the 2003-2005 Agreement.

Part 3. Community Colleges

30. **Overtime Distribution**. Article 6, Section 4, paragraph one of the Master Agreement shall be supplemented and/or modified as follows:

    An effort shall be made to distribute overtime work as equally as possible to employees, within or among class(es) as determined by the Appointing Authority, and in the same work area, who are capable of performing the work and who desire the overtime work.

31. **Vacancies**. Employees requesting a transfer in the same classification to another Community College shall be given, at their request, an interview with the College when the employee has applied for a vacancy that the College has determined to fill. No employee shall be entitled to more than two (2) interviews per fiscal year at any College.

32. **Hours of Work - 3-day Notice for Special Events**. Article 5, Section 1C, of the Master Agreement shall be supplemented and/or modified as follows:

    Due to special events for which the college receives less than fourteen (14) days notice to plan staffing needs, the Appointing Authority may change the starting or ending time of a shift up to and including two (2) hours with three (3) calendar days notice.

33. **Substitute Holidays**. The Appointing Authority may designate substitute or floating holidays for the observance of Veterans' Day and Presidents' Day. The Local Union shall be consulted before the academic calendar is determined.

Part 4. State Universities

34. **Vacation**. Article 8, Section 2 (Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

    Any employee who has not been offered reasonable opportunity, or who has not been permitted to reduce his/her vacation accumulation and who is about to lose vacation because he/she has had or will reach the maximum accumulation of vacation leave shall be entitled to take sufficient vacation to prevent such loss upon advance notice to his/her supervisor.

35. **Vacancies**. Article 12, Section 7E of the Master Agreement shall be supplemented as follows:

    Whenever the Appointing Authority fills a vacancy at a University under Subsection D in the class Plant Maintenance Engineer or the class Stationary Engineer, the Appointing Authority agrees to notify employees in the Maintenance Department of the vacancy and to consider requests for voluntary transfers from the class Plant Maintenance Engineer to the class Stationary Engineer or from the class Stationary Engineer to the class Plant Maintenance Engineer before using the other options under Subsection D to fill the vacancy. All other provisions of Subsection D shall remain in effect.

36. **Hours of Work**. Article 5, Section 1, Subsection C of the Master Agreement shall be modified as follows:

    For employees in the Maintenance Department of St. Cloud State University and Bemidji State University, one (1) Stationary Engineer position shall be the relief position. The relief position shall not be subject to the fourteen (14) calendar day requirement for posting of schedules when relieving for sick leave or for short periods of vacation when advance written approval has not been given. The work schedule for the relief position may be changed upon notification of eight (8) hours in advance of the start of the shift in the case of sick leave relief or upon notification of twenty four (24) hours in advance of the shift in the case of vacation relief without incurring overtime liability. All other provisions shall remain in effect. For Moorhead State University, the parties agree to meet and negotiate in good faith to resolve work schedule issues.

37. **Reduction in Hours**. Article 5, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

    If it is necessary to reduce the hours of a full-time seasonal position referenced above such that the incumbent of the position is no longer eligible to receive the full Employer's insurance contribution or is no longer eligible to participate in the Employer's insurance program, the Appointing Authority shall request volunteers for the position from among employees in the same class, employment condition and work area. If one or more employees volunteer for the position, the most senior qualified volunteer shall be offered the position. If there are no volunteers, the least senior qualified employee in the same class, employment condition, and work area shall be assigned to the position.

Part 5. Technical Colleges

38. **Definition of State Seniority**. “State Seniority” shall be defined as the date of first employment with the Technical College or with a member school district from which the employee moved or was assigned to the joint technical college district or any other seniority recognized by the Technical College. It shall also include any time served in a temporary appointment where the employee was appointed to a permanent position in the same class without a break in service. “Break in service” shall not include academic year breaks.

39. **Definition of Class Seniority**. "Class Seniority" in the employee's initial state classification shall be defined as the employee's State Seniority as defined above. A Technical College employee who is reallocated to a different classification within the College, transfers, demotes or promotes to another class or state agency after July 1, 1995, shall have class seniority in the new class determined in accordance with the Master Agreement. The preceding sentence does not apply to a Technical College employee who transfers in the same class to another Technical College.

    Previously held classes. Requests for determinations of allocations and seniority dates for previously held classes that were submitted, with supporting documentation, on or before June 30, 2001, shall be retained in the employee's personnel file and the determinations shall not be reflected on the college's seniority roster. At the time the college is notified that the employee has accepted a position with another Appointing Authority, the college shall make a determination and shall forward a copy of the written determination of allocation and seniority dates to the new Appointing Authority. The determination of classifications and seniority dates shall not be grievable.

40. **Layoff and Bumping**. In addition to any bumping rights contained in the Master Agreement, employees at a Technical College shall have the right to bump into equal or lower classes in the same class series. Employees who demote into a class in which they have not previously served shall serve a three (3) month probationary period. Class series include OAS Principal, Senior, Intermediate and OAS; CSAS Principal, Senior, Intermediate and CSAS; CSS Principal, Senior, Intermediate and CSS; General Maintenance Worker and Lead; Licensed Practical Nurse 1 and 2; College Lab Assistant 1 and 2; Electrician and Electrician, Lead; EDP Operations Technician 1, 2, and 3; Account Clerk, Account Clerk Senior and Accounting Technician. This list is a list of examples and the parties shall examine specific class series as part of the pre-layoff procedure.

41. **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.) employees will have the employment condition of part-time unlimited or part-time seasonal. Such employees shall not have their hours of work reduced below thirty two (32) hours per week except through layoff. Such employees shall be considered as full-time unlimited or full-time seasonal for purposes of layoff. Such employees shall have the right to bid to forty (40) hour full-time positions within their seniority unit.

42. **Hours of Work**.

    Split Shifts. Article 5, Section 1, C of the Master Agreement shall be modified or supplemented as follows:

    Split shifts in existence prior to July 1, 1995 shall be permitted.

    Reduction in Hours. Article 5, Section 4 of the Master Agreement shall be modified or supplemented as follows:

    Employees and the Appointing Authority may mutually agree to reduce a full-time employee's hours of work. Such reduction shall not change their employment condition for purposes of bidding or lay off. Prior to implementation of an agreement to reduce a schedule, the Appointing Authority shall notify the Local Union President of the agreement.

43. **Overtime Distribution**. The provisions of the Master Agreement shall prevail unless an alternative overtime distribution system is adopted by an Appointing Authority and Local Union. Any such alternative shall be identified by letter to the Union and the Employer within thirty (30) calendar days of the effective date of the Master Agreement.

44. **Insurance Eligibility**. Any employee who is now eligible to participate in health, dental or life insurance shall remain eligible to participate in the state group even if the employee does not work

sufficient hours to qualify under the Master Contract, provided that they are participating as of June 30, 1995.

45. **Full Employer Contribution**. Any Technical College employee 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.

46. **Partial Employer Contribution**. Any employee who was eligible for and received an employer contribution under a Technical college contract and is assigned to work at least 770 hours per year shall be considered eligible for a partial employer contribution under the Master Agreement.

47. **Life Insurance**. The employer will provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees who are eligible for full or partial contributions as described in this agreement.

Employee's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
$0-$20,000	$30,000	$30,000
$20,001-$30,000	$40,000	$40,000
over $30,000	$50,000	$50,000

Minnesota State Colleges & Universities

Minnesota State Colleges and Universities - AFSCME Council 5 Joint Task Force
Professional Development Recommendations and Suggestions

1. In order to ensure AFSCME participation and input, it is recommended that each campus have a planning process or committee for professional/staff development activities that includes representation from all bargaining units, particularly AFSCME.

2. If a campus has a planning process/committee for professional/staff development activities, it is suggested that this group provide an annual report to the President of its activities.

3. If a campus has a planning committee for professional development activities, it is recommended that the campus administration inform the committee of the amount of money budgeted for professional development, if any.

4. It is recommended that each institution provide at least one campus-wide professional/staff development activity or event per academic year.

   Some examples of campus-wide professional development activities include:

   campus-wide staff meeting including sessions on FERPA, safety training, "who are our students?";
   diversity sessions with local theater groups and guest speakers; and
   other topics, such as CPR for adults, nutrition, and personal finance.

5. Consider using evaluation forms/surveys developed in conjunction with AFSCME employees to ensure activities are meeting employees' needs and interests.

6. Utilize on-campus personnel and all other system personnel for events/training sessions.

7. It is suggested that an intra-campus "clearinghouse" system be developed in order to share events/training sessions with other campuses.

8. It is recommended that regional training sessions or events be developed (e.g., Metro area, Northwest, Southeast).

9. Engage various media, e.g., ITV, computer software programs, to broadcast/distribute training/staff development options across the system (*http://www.hr.mnscu.edu/training/trainersUsed.html*).

4/03

DEPARTMENT OF NATURAL RESOURCES

Article 1
Hours of Work

With the exception of employees covered by attached Memorandum of Understanding (MOU) covering two (2) Department of Natural Resources job classifications, Natural Resources Forestry Fire Response Lead and Natural Resources Forestry Support Dispatcher, during fire seasons and/or during unusual drought conditions, the Appointing Authority may establish an emergency forest fire schedule. During a high fire rating or above, the Appointing Authority may change the daily starting and quitting time up to two (2) hours either way from the last posted work schedule. During a moderate fire rating, the Appointing Authority may change the daily starting and quitting time up to one (1) hour either way from the last posted work schedule. In the event a change is necessary as much advance notice as possible shall be given to the employee.

The Appointing Authority shall use the National Weather Service fire weather forecasts together with the National Fire Danger Rating System in determining when there is a significant build-up of fire conditions to constitute an emergency situation. A fire rating of "moderate" or above would constitute an emergency situation to be defined in paragraph 1 above.

Any schedule changes made pursuant to the above shall not result in the payment of overtime.

Adjusted work schedules shall be handled in accordance with the attached memorandum dated May 10, 1999.

Article 2
Layoff

The provisions of the Master Agreement, Article 15, Section 3B shall be supplemented and/or modified as follows:

At least thirty (30) calendar days whenever practicable, but at least twenty-one (21) calendar days prior to the effective date of the anticipated permanent layoff, the Union and the Local Union President shall be given notice of layoffs in the classified service of affected seniority unit employees, which shall include division, principal place of employment, and the name of employee(s) notified of layoff.

For the purpose of layoff and relocation, the thirty-five (35) mile distance shall be determined from the vehicular road entrance of an employee’s work location to the closest vehicular road entrance of another work location.

Article 3
Temporary Employment

The provisions of the Master Agreement Article 15, Section 5 shall be supplemented and/or modified as follows:

A position to be filled by a temporary or emergency appointment, regardless of the source of the funding, shall be offered in the following order:

1. Seasonal employees who have received a seasonal layoff notice and completed their season or who have completed a temporary project may bump any employee with less State Seniority from a temporary appointment which has an anticipated duration of at least thirty (30) calendar days from that employee's scheduled layoff date in the same discipline and principal place of employment for which the bumping employee has the ability and capacity to perform the work, as determined by the Appointing Authority;

2. Employees who are permanently laid off and not employed by the State if the position is in the same class, seniority unit, and geographic area from which they were laid off in order of Classification Seniority;

3. Employees who are permanently laid off and not employed by the State if the position is in the same seniority unit and geographic area from which they were laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority;

4. Seasonal employees in seasonal layoff status who have the ability and capacity, as determined by the Appointing Authority, to perform the work, in their principal place of employment and within their discipline on the basis of State Seniority;

5. Seasonal employees in seasonal layoff status who have the ability and capacity, as determined by the Appointing Authority, to perform the work within the discipline and within fifty (50) miles of the principal place of employment on the basis of State Seniority. The employee may waive the temporary assignment. Where the time requirements of the temporary assignment are of an emergency nature and do not allow the selection of the employee in the above manner, the Appointing Authority is not required to select the employee.

6. Seasonal employees in seasonal layoff status shall be permitted to make known their availability for temporary positions across disciplines at different Department of Natural Resources locations within fifty (50) miles of their principal place of employment. Employees shall notify in writing each office for which they are available for this temporary work. Such employees shall be considered for these positions in order of State Seniority provided the senior employee is qualified to perform the duties of the position, except where the temporary assignment is of an emergency nature.

Article 4
Rate of Pay

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

Employees appointed as laborers to temporary positions shall be paid at the labor service rate closest to their regular rate of pay. Labor service employees shall be paid at their regular rate of pay.

The DNR shall pay laid off DNR employees who perform "smokechaser" work at the sixth step of the Laborer pay range, which shall be identified as the "smokechaser" layoff rate. If an employee is known by the DNR to be a laid off employee, or if an employee notified the DNR at the time a person begins work as a "smokechaser" that he/she is a laid off employee, then the employee shall be compensated at the "smokechaser" layoff rate immediately. Should any laid off employee not inform the DNR of his/her laid off status at the time of being called or starting work, but so informs the Employer at a later date within one year, the employee shall be compensated for the difference between what he/she received and the "smokechaser" layoff rate as soon as possible.

"Smokechaser" work is not work requiring recall of laid off employees under the layoff provision of Article 15 of the Master Agreement.

Article 5
Settlement of Disputes

Article 17, Section 2B of the Master Agreement shall be supplemented and/or modified as follows:

The designated Employer representative for grievances presented at the first step shall be the employee's Regional Supervisor, Section Supervisor or comparable supervisor constituting the first level of supervision outside of the bargaining unit.

The designated Employer representative for grievances presented to the second step shall be the Division Director or other designated Appointing Authority serving at the second level of supervision outside of the bargaining unit. Grievances originating in a region shall be heard at the second step in the respective region.

The designated Employer representative for grievances presented to the third step shall be the Appointing Authority (Commissioner of Natural Resources) or his/her designee.

Article 6
Expense Allowances

Article 20, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Employees who incur any meal expense as a result of conferences or meetings required by the Employer shall be reimbursed for the actual cost of the meal in accordance with Article 20, Section 5 of the Master Agreement if such reimbursement is authorized in writing in advance by the first level of supervision outside of the bargaining unit.

Employees performing required work more than thirty-five (35) road miles from their principal place of employment shall be eligible for reimbursement for the actual cost of the noon meal in accordance with Article 20, Section 5, of the Master Agreement if the work assignment extends over the normal noon meal period.

Article 7
Uniforms

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

Employees who are required to wear uniforms as a condition of employment under Department of Natural Resources Operational Order Number 33, and any revisions thereof, shall be furnished such uniforms by the Appointing Authority.

Article 8
Overtime

Article 6, Section 5D of the Master Agreement shall be modified as follows:

At the option of the DNR, for all employees except trails and waterways, all or a portion of the compensatory bank may be liquidated in cash with thirty (30) calendar days advance written notice to the Local Union as to the affected employees. When feasible, employees will be notified of potential compensatory bank liquidation dates by July 1st of each year. For employees in trails and waterways, 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 December 1 of each year, with a thirty (30) calendar day advance written notice to the Local Union. The record of each employee's accumulated overtime hours worked and overtime offered but not worked, shall be adjusted to zero (0) hours in conjunction with the foregoing cash out dates.

An employee transferring to the service of another Appointing Authority, accepting a position not represented by the Union, separated from State service, or placed on permanent layoff, shall have unused compensatory time paid in cash. An employee placed on seasonal layoff may have unused compensatory time paid in cash, at the option of the employee.

Article 6, Section 5F of the Master Agreement shall be modified as follows:

DNR Firefighters. DNR Forestry Division employees who work overtime hours on out of state firefighting shall be paid in cash only. DNR employees classified as Natural Resources Cache Worker shall, at the employee's option, have overtime hours for in state firefighting paid in cash or assigned to a compensatory bank. DNR employees of all other divisions who work overtime hours on both in state and on out of state firefighting shall be paid in cash only.

Article 6, Section 7 of the Master Agreement shall be modified as follows:

DNR employees who are instructed to remain in an on-call status as result of wildfire protection activities shall be paid in cash.

Article 9
Conflicts of Interest

The following practices are to be followed in situations involving the employment or potential employment of members of the same family unit:

1. Employees who have responsibility for hiring will disqualify themselves for any situations involving the hiring of another family member.

2. Managers and supervisors will work to address situations where family members are working in a direct superior/subordinate relationship.

3. The supervision by one family member by another is to be avoided whenever possible. Where family situations exist, no supervisor or leadworker shall grant any special consideration, treatment of advantage to another family member beyond that which is available to every other employee.

4. Family member shall mean: spouse, children, siblings (including sisters/brothers-in-law), parents, and parents of spouse.

5. Performance appraisals are to be done by an unrelated third party.

Article 10
Pay Differentials

A. **Selection for Certification of Employees for Heavy Equipment Operator (Intermittent)**. When the Appointing Authority determines that an additional employee(s) is to be trained for certification to operate a piece of heavy equipment, such opportunity shall be posted at the principal place of employment for a minimum of seven (7) calendar days. Employees within the same discipline and assigned to the same principal place of employment who are interested in being considered for such training shall indicate their interest in writing.

   For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority in a principal place of employment and discipline, the Appointing Authority shall consider for training the three (3) most senior employees who have indicated their interest in writing.

   Such employees considered for training will be scheduled for an oral interview before a three (3) member panel of supervisors selected by the Appointing Authority for the purpose of determining their knowledge of the proper maintenance and the operation of the equipment.

Each of the considered employees shall be scored individually by each supervisor and the scores of each of the three supervisors shall be totaled. The employee(s) with the highest total score shall be selected for the training. When additional certified operators are needed, over and above the number indicated by the posting, the entire process shall be repeated. The Local Union shall be provided fourteen (14) days written notice of the interview date. By mutual agreement of the Field Services Supervisor and the Local Union, the fourteen (14) day written notice of the interview date may be reduced or waived. During the selection process, a Union Representative shall be afforded the opportunity to be present for the purpose of observing the impartiality and fairness of the scoring process.

When an additional certified operator(s) is needed, the entire process shall be repeated.

B. **Certification of Employees for Heavy Equipment Operator (Intermittent)**. An employee shall be certified as a Heavy Equipment Operator (Intermittent) upon completion of the minimum number of hours required for that designated piece of equipment or upon completion of two (2) years of training whichever comes first and upon certification by the immediate supervisor and the Regional Field Services Supervisor that the employee has demonstrated his/her ability to satisfactorily operate and maintain the equipment.

After certification, for good and sufficient reasons, the immediate supervisor and the Regional Field Services Supervisor may re-review the capabilities of the employee to operate and maintain the equipment for continued certification.

After certification, the immediate supervisor and Regional Field Services Supervisor reserves the right to decertify Intermittent Heavy Equipment Operators whose performance deteriorates and who fail to meet the standards established by the supervisor for operating heavy equipment or who fail to maintain the equipment properly, or who abuse the equipment. Decertification shall be grievable under Article 17 of the Master Agreement.

C. **Assignment to Heavy Equipment Operator (Intermittent)**. Intermittent Heavy Equipment Operating assignments shall be made on the basis of State Seniority from among certified employees who are available and capable of performing the work in the same discipline and assigned to the same principal place of employment. Where no certified operators are available in the principal place of employment, the Appointing Authority may then select any other principal place of employment from which to assign an operator following the same procedure.

Article 11
Bargaining Unit Security

Article 3, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

STS and MCC projects that are of a non-emergency nature shall be submitted to the Local Union on a standard agency form provided for notification and comment prior to any work being done. It is expected there will be no reduction in hours of AFSCME bargaining unit employees as a result of STS or MCC projects.

Projects using ICWC or related programs shall be submitted to the Local Union for approval prior to any work being done. Such projects shall not be unreasonably denied.

Article 12
Mobility Assignments

All requests for a mobility assignment shall be submitted in writing by the employee to the employee's Appointing Authority. The request shall include the nature and duration of the mobility assignment. After consultation with the Human Resources Bureau, authorization for or denial of a mobility assignment shall be furnished to the employee in writing by the Appointing Authority.

The Appointing Authority may fill a position on a temporary basis for up to two (2) years of an employee who has taken an approved mobility assignment. When an employee returns from a mobility assignment, they shall be returned to their former position.

Article 13
Whitewater Watershed

The purpose of this Article is to establish a process in which current seasonal employees may volunteer for extended season employment within the Whitewater Watershed under the following conditions:

1. The Appointing Authority shall first offer extended season employment opportunities to seasonal employees whose principal place of employment is the Whitewater Watershed. If additional work is available, the Appointing Authority may then offer extended season employment opportunities to seasonal employees while principal place of employment is within thirty-five (35) miles of the Whitewater Watershed.
2. The Appointing Authority shall make an effort to distribute extended seasons as equally as possible among eligible employees who are capable of performing the work and who desire to work the extended season.
3. Employees shall continue to accrue seniority in their current classification and shall be paid at their current rate of pay including any step increases they may receive.
4. The Appointing Authority and Local Union agree to meet and confer at the request of either party to discuss issues related to this Article.

Article 14
NR Forest Fire Response Lead & NR Forest Support Dispatcher Positions

The appointment condition of employees hired as NR Forest Fire Response Lead and NR Forest Support Dispatcher classifications shall be "seasonal." However, the Appointing Authority may utilize emergency or temporary employees during the process of filling a vacant position.

Employees hired into these classifications shall serve a probationary period of one thousand forty four (1,044) hours worked or twelve (12) months, whichever is less.

Employees hired into the classification of Natural Resources Forest Fire Response Lead must meet physical fitness standards utilized by the National Wildlife Coordinating Group at the Moderate Level and shall be required to meet the standards upon recall from layoff in subsequent seasons.

Recall from seasonal layoff shall be made according to Article 15 Layoff and Recall, Section 4E Recall from Seasonal Layoff, wherever feasible. However, the written advance recall notice and response requirements may be waived without penalty by mutual agreement between the employee and Appointing Authority with notice to the Local Union of the waiver; where more than one employee is to be recalled, it shall be in seniority order. Employees returned from seasonal layoff under this provision will be returned to their seasonal employment condition and be eligible for all appropriate benefits.

The Appointing Authority shall be able to change the starting and ending times of employees in these classifications up to two (2) hours without penalty pay for the schedule change. In addition, the supervisor and the employee may mutually agree to an additional two (2) hours (up to a total of four (4) hours) without penalty pay for the schedule change.

Employees shall be subject to overtime for all hours worked after forty (40) hours in the established work week.

Paid time off shall be calculated as time worked for purposes of this Article.

After the end of the spring fire season and before commencing the fall fire season, employees in these classifications will be called first for any extra shift(s) related to fire suppression available during this period of time. In the event that the employee in that work area is unavailable and/or cannot be reached, the Appointing Authority can fill the additional shift(s) by any available means.

Article 15
Seniority Rosters

Article 4, Section 3 of the Master Agreement shall be modified as follows:

Seniority Rosters. No later than November 30 and May 31 of each year the DNR shall prepare and post on the DNR Intranet seniority rosters for each seniority unit. The rosters shall list each employee in the order of Classification Seniority (State Seniority for Units 4 and 6) and reflect each employee's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the employee previously served. [Note: Classification Seniority dates need not be listed for classes in Units 4 and 6.]

In addition, the DNR shall list the class options (if any) for which an employee is qualified. If an employee disagrees with the class options listed, the employee shall have thirty (30) calendar days from the date of the posting of the seniority roster to notify the Department of Employee Relations (DOER). DOER shall determine whether the employee is qualified for the class option, and, if not, s/he shall be offered the opportunity to qualify through the examination procedure.

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

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

The rosters shall also include a listing of all employees in Student Worker classifications.

May 10, 1999

TO: EMT, CMT Managers

FROM: Kurt Ulrich /s/
Assistant Commissioner, Administration

SUBJECT: Alternative Work Schedules - AFSCME Employees

The Collective Bargaining Agreement between the State of Minnesota and AFSCME, Council 6 (Article 5 - Hours of Work) states that supervisory initiated work schedules, or schedule changes, must be posted for fourteen (14) days before their effective date. In addition, Article 5, Section 1C of the Agreement also states: "If requested by the employee, the employee may change days, shifts or hours of work with the approval of his/her supervisor provided such change does not result in payment of overtime."

The following language applies to employee initiated work schedule changes. These changes would be considered and approved/denied by a work unit, provided they met the above standard AND the following:

1. Work Week/Period: The normal work week/period for full-time employees shall consist of forty (40) scheduled hours of work in a seven (7) day period. The normal work week for employees is Wednesday through Tuesday. Any proposed changes in work schedules requiring a change in work week shall be approved by the Human Resources Bureau and with notification to the Local Union.

Situational or short-term requests for changing work schedules could change starting and ending times of the consecutive hours and would be different than the normal posted work schedule. Certain circumstances may provide for employee-requested work schedule changes to become the normal or posted work schedule for the requesting employee. Supervisors shall determine whether to approve/deny employees such requests, based upon job-related considerations (i.e., customer service needs, staffing requirements, etc.).

The above process allows for changes in employee work schedules, promotes a flexible work environment, and balances organizational needs, customer service demands, and employee's need for flexibility in managing their personal life. It promotes employee well-being and is a critical part of the Department of Natural Resources' Strategic Directions for Human Resources.

If supervisors/managers receive an oral request from an employee for a change in work schedule, they will advise the employee to place such a request in writing, addressed to them. After receipt of such a written request, the supervisor/manager will consider it in terms of the above job-related requirements and provide a written response to the individual employee, with a copy to the Human Resources Bureau in St. Paul. If the request is denied, the written reply to the employee from the supervisor/manager shall provide the reasons for such denial.

April 12, 1999

Bob Buckingham
Business Representative
AFSCME Council No. 6
300 South Hardman Avenue
South St. Paul, MN 55075

Subject: Safety Glasses

Dear Bob:

During the 1999-2001 negotiations, the issue of DNR employees access to a vendor for required safety glasses was discussed. To clarify and resolve this matter, the following is a section contained in the DNR policy on eye and face protection:

Eye and Face Protection

1. General Requirements

   a. Employees shall use appropriate eye or face protection, as required by the OSHA standard, when exposed to hazards from flying particles, molten metal, liquid chemicals, acids or caustic liquids, chemical gases or vapors, or potentially light radiation.

   b. Employees shall use eye protection that provides side protection when there is a hazard from flying objects. Detachable side protectors (e.g., clip-on or slide-on shields) are acceptable.

   c. Employees who wear prescription lenses, while engaged in operations that involve eye hazards, shall wear eye protection that incorporates the prescription in its design, or shall wear eye protection that can be worn over the prescription lenses without disturbing the proper position of the prescription lenses or the protective lenses.

   d. Employees shall use equipment with filter lenses during welding or cutting operations that have a shade number appropriate for the work being performed for protection from injurious light radiation. The appropriate shade numbers for various welding and cutting operations are listed in the OSHA standard, welding books and from welding supply companies.

2. Equipment

   a. All eye and face protective equipment shall be supplied or paid for by the DNR for its employees. The Safety Administrator determines the type of eye protection to be provided.

   b. If prescription glasses are provided, prescription safety glasses will be obtained from the current State of Minnesota contract provider. Employees shall be required to furnish a copy of their current prescription from their own doctor. The DNR will only pay for clear protective lenses, standard frames including side shields, carrying case and dispensing fees. Other additional items, such as photo gray lenses, spring loaded hinge, an upgrade in frames and lens coatings, are the responsibility of the employee unless approved by the employee's supervisor. The employee will coordinate the purchase and the fitting of new glasses with their supervisor.

Therefore, the supervisor will coordinate the purchase and fitting of prescription glasses. This may include an on-site visit from the safety glass vendor or if necessary the employee may be sent off-site to the vendor's location, which may be in conjunction with other work assignments.

Sincerely,

Terrance L. Lahti /s/
DNR Safety Administrator

May 6, 2005

Mr. Bob Buckingham
Business Representative
AFSCME, Council No. 5, AFL-CIO
503 Maple, PO Box 425
Brainerd, MN 56401-0425

RE: Physical Examinations

Dear Bob:

By December 31, 2005, the Appointing Authority will meet and confer with representatives of AFSCME and other exclusive representatives where possible on the issue of physical examinations and standards. The discussion will include but not be limited to:

- Identification of applicable positions
- Physical standards for identified positions
- Physical examination criteria
- Frequency of physical examinations
- Results of physical examinations
- Reasonable accommodations or other options.

Sincerely,

Patricia Burt
Assistant Administrator
Bureau of Human Resources
651-296-6268

MINNESOTA POLLUTION CONTROL AGENCY

Article 1
Flex-Time Scheduling

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

The Appointing Authority and the Local Union shall meet and attempt to formulate a flex-time scheduling plan.

DEPARTMENT OF PUBLIC SAFETY

Article 1
Work Uniforms

The provisions of the Master Agreement are supplemented as follows:

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Employees who are assigned to out-of-doors duty shall be provided outer uniform clothing. Proper maintenance of uniforms is an employee responsibility. Uniforms shall not be utilized for off duty activity by the employees. The Appointing Authority shall reimburse the expense of alterations that have been approved by the employee's immediate supervisor. The Appointing Authority shall replace damaged uniform clothing which is no longer usable.

Any employee who wears a uniform shall be permitted to wear one (1) of the now current official Local Union pins in a location to be determined by the applicable division.

The parties agree to meet and confer regarding the Appointing Authority's policy on work uniforms and grooming.

Article 2
Overtime and Overtime Distribution

Radio Operators, Security Guards, Security Communications Systems Monitors

Article 6, Section 5 of the Master Agreement shall be modified as follows for Radio Communications Operators, Security Guards, and Security Systems Monitors:

At the option of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash on June 30 in the first year of the contract and/or June 30 of the second year of the contract. Also, at the option of the Appointing Authority, all or a portion of the compensatory bank down to forty (40) hours may be liquidated in cash on December 31 in the first year of the contract and/or on December 31 of the second year of the contract.

Article 6, Section 1 of the Master Agreement shall be modified as follows for Radio Communications Operators only:

For the purpose of Radio Communications Operators schedules, any regularly scheduled hours that are greater than eighty (80) hours in a full pay period shall be placed in an Administrative Leave Bank. In the subsequent pay period, all hours earned in the Administrative Leave Bank shall be used. No carry over shall be permitted. If a Radio Communications Operator works more than their scheduled shift (overtime), those hours shall fall under the provisions of Article 6.

Article 6, Section 5D of the Master Agreement shall be modified as follows for Radio Communications Operators only:

At the option of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash on June 30 in the first year of the contract and/or on June 30 of the second year of the contract. However, Radio Communications Operators shall have the option of carrying over a maximum of fifty (50) hours of their compensatory bank to the next fiscal year.

The parties will meet and confer regarding compensatory bank and liquidation issues for Capitol Security Guards and Capitol Security Communications Systems Monitors.

Article 6, Section 5D, paragraphs 2 and 3 of the Master Agreement shall continue to apply.

Overtime Distribution

Radio Communications Operators

Article 6, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

If the overtime work is four (4) hours or less, it shall first be offered to the employee(s) then on duty, on the same shift and work area who has the least number of overtime hours to his/her credit. Should this employee choose not to accept the overtime hours assignment, the next employee with the fewest overtime hours to his/her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

Any overtime to be offered to employees in the classification Radio Communications Operator of more than four (4) hours shall be offered to the employee with the least number of overtime hours to his/her credit. If the acceptance of the overtime would cause the employee to work more than a twelve (12) hour shift, she/he may accept only those hours up to twelve (12) and the remainder shall be offered to the employee with the next fewest overtime hours to his/her credit.

In the event all capable employees in the classification of Radio Communications Operator in the same work area decline the overtime work, the Appointing Authority shall assign the overtime work to the Radio Communications Operators working the shifts immediately preceding and following the overtime shift based upon inverse order of Classification Seniority.

Radio Communications Operators shall work no more than a twelve (12) hour shift. However, in cases where the Appointing Authority determines conditions exist, such as severe weather, time constraints or where it would be unfeasible to offer the overtime to off duty employees, overtime would be worked by the employee in the classification Radio Communications Operator then on duty.

Radio Communication Operators in Metrocom who work ten (10) hour shifts may be offered overtime first. If more than one (1) employee is working a ten (10) hour shift, the overtime will be offered first to the employee who has the least amount of overtime hours to his/her credit.

Upon the request of either party, the parties agree to meet and confer regarding issues of overtime distribution for Metrocom Radio Communication Operators.

Security Guards

Security Communications Systems Monitors

If the overtime work is four (4) hours or less, it shall first be offered to the employee(s) then on duty, on the same shift and work area who has the least number of overtime hours to his/her credit. Should this employee choose not to accept the overtime hours assignment, the next employee with the fewest overtime hours to his/her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

Any overtime work to be offered to employees in the classifications Security Guard or Security Communications Systems Monitor of more than four (4) hours shall be offered to the employee not scheduled for that day who has the least number of overtime hours to his/her credit.

In the event all capable employees in the classification of Security Communication Systems Monitor in the same work area decline the overtime work, the Appointing Authority shall assign the overtime work to the Security Communication Systems Monitors working the shifts immediately preceding and following the overtime shift based upon inverse order of Classification Seniority.

Security Communications Systems Monitors may volunteer to work more than twelve (12) hours but not more than sixteen (16). However, in cases where the Appointing Authority determines conditions exist, such as severe weather, time constraints, or where it would be unfeasible to offer the overtime to off duty employees, overtime would be worked by the employee in the above classifications Security Communications Systems Monitor then on duty.

In the event all capable employees in the classification of Security Guard not scheduled to work on the day of the overtime shift decline the overtime work, it shall be offered to the employee(s) with the least number of overtime hours to his/her credit from among those then on duty on the same shift and work unit and those working the shift immediately following the overtime shift. In the event all capable employees in the classification Security Guard in the same work unit decline the overtime work, the Appointing Authority shall assign 4 hours each of the overtime work to the Security Guards working the shifts immediately preceding and following the overtime shift based upon inverse order of Classification Seniority.

For Unit 3 employees, when overtime is inversed, the assignment shall be rotated within each pay period beginning with the least senior capable employee based on classification seniority.

Operations Support Services

The parties agree to meet and confer regarding overtime distribution for DVS Operations Support Services.

All Divisions

When an overtime list is initially being established, or during a period of time when compensatory time banks and/or records of employee accumulated and offered overtime is adjusted to zero, the first offer of overtime after this period will be made to the most senior employee on duty in the class and work area who is capable of performing the work and who desires the overtime work. If the most senior employee chooses not to accept the work, it shall then be offered to the next senior employee and so forth. If all employees in the class choose not to accept the overtime, the overtime shall then be assigned to the least senior employee on duty. If there are no employees in the required class then on duty who are capable of doing the work, the overtime shall be offered to the most senior off-duty employee and so forth, or if they choose not to accept the offered overtime, assigned to the least senior off-duty employee.

Article 3
On-Call

Upon mutual agreement of the Appointing Authority and the employee, hours earned for on-call by Crime Scene Processing Team members may be placed in a compensatory bank or paid in cash.

In the event that the Employer and MAPE negotiate changes in on-call pay for serving on a Crime Scene Processing Team, the Employer agrees to make the same changes in this Supplemental Agreement.

Bureau of Criminal Apprehension

The Forensic Photographer shall be in on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off-duty period. The Forensic Photographer who is instructed to be on-call is not required to remain at a fixed location, but must leave word where he/she may be reached by telephone or electronic signaling device.

The Forensic Photographer who is 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 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.

The compensation for on-call assignments for the above Crime Scene Processing Team members shall be paid as either cash or compensatory time off at the option of the Appointing Authority, who shall consider the desires of the employee.

Meals

Late night meal reimbursement in the amount of ten dollars ($10) may be claimed only if the employee is on duty serving on a Crime Scene Processing Team and in travel status, and works four (4) hours between the hours of 7:00 PM and 6:00 AM.

Article 4
Hours of Work

Employees in a work area may request a meet and confer regarding alternate work schedules, flextime scheduling, adjustments or changes in days, shifts or hours of work, or the ability to work four (4) ten (10) hour days. The parties may agree on pilot projects regarding these issues. Requests are to be made through the Union and the Employer shall meet regarding these issues.

Whenever practicable, working hours of vacant positions may be offered to other employees in the work area and shall be assigned to the most senior employee (State seniority Units 4, 6; class seniority Units 3, 7) provided that such reassignment meets the operational and business needs of the work area. The Employer’s decision to not offer vacant work hours to volunteers shall not be grievable or arbitrable. The Employer must have legitimate business reasons to not offer vacant work hours.

Radio Communications Operators

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

Work schedules for Radio Communications Operators shall have no fewer than two (2) consecutive days off between consecutive work days.

Because of the work requirements of Radio Communications Operators, employees may not be able to take a fifteen (15) minute paid rest break during each four (4) hours of regularly scheduled work. Consequently, an eligible Radio Communications Operator who requests a rest break from their immediate supervisor and was not able to take or was not released by their supervisor, at the option of the Appointing Authority, the employee will receive cash or compensatory time off for each eligible allowable rest break(s) not taken.

Capitol Security

Section 1. Work Schedules. Employees will be scheduled to work no more than eight (8) consecutive days. Employees will be scheduled with one (1) weekend off out of every three (3) weekends. Weekends shall consist of two (2) consecutive days off, one being Saturday or Sunday. Whenever possible, the weekend will include Saturday and Sunday. Any scheduled days off shall be consecutive.

Section 2. Fixed Night Shift. The night shift shall be fixed and vacancies in such fixed shift shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority shall fill the vacancy pursuant to Article 12, Section 7 or may request volunteers from among Capitol Security employees not on fixed nights. If one or more employees volunteer for the reassignment, the most senior volunteer, based on Class Seniority, shall be reassigned to the vacancy. If there are no volunteers, the least senior employee, based on Class Seniority not on fixed nights, shall be reassigned to the vacancy.

Employees permanently assigned to a fixed night shift may be temporarily scheduled to work other shifts for the purpose of training, staff development, information meetings, or jury duty.

Employees working other than fixed night shifts may be temporarily rescheduled to work the night shift. If it is necessary to make such a reassignment, the Appointing Authority shall request volunteers from among employees who are working other than fixed nights. If one or more employees volunteer for the reassignment, the most senior volunteer based on Class Seniority, shall be scheduled to work the night shift. If there are no volunteers, the least senior, based on Class Seniority, shall be scheduled to work the night shift.

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

All Units
Alternate Work Schedules

Section 1. Alternate Work Schedules.

A. Purpose. The purpose of this Article is to establish a voluntary alternate work schedule for all employees in the Department of Public Safety. Each DPS Division or Section has the option of implementing this program. For purposes of this Article, the work week shall be Wednesday through Tuesday.

B. Alternate Work Schedule Request. The alternate work schedule shall allow an employee to request modification of his/her current work schedule to the following schedule: scheduled to work nine (9) consecutive hours four (4) days per week and scheduled to work one (1) four (4) hour day per week as designated by the Appointing Authority. Consecutive hours of work shall exclude the normal unpaid lunch period. The employee shall request participation in this program in writing to his/her immediate supervisor no later than seven (7) days prior to the starting date of the program. Once the program is in effect, an employee may request to revert back to his/her original schedule by providing a fourteen (14) calendar day notice to his/her immediate supervisor. Changes can only be made at the beginning of the work week.

The Employer retains the right to deny individual requests under this program, and with fourteen (14) calendar days notice, to end an individual's participation in the alternate scheduling program where it would adversely affect the operation of the group. The Employer's decision in this regard is not subject to the grievance procedure in Article 17 of the Master Agreement. An employee may appeal their supervisor's decision in this regard to his/her Division Head or designee. If it is necessary to limit the number of participants within a group, the Employer shall approve the request(s) from the employee(s) with the most Department Seniority within the group.

C. Holidays and Paid Leave Hours. Employees shall revert back to an eight (8) hour Wednesday through Tuesday schedule during the week in which a holiday falls. During the week in which a floating holiday is taken, the affected employee shall revert back to an eight (8) hour Wednesday through Tuesday schedule. In lieu of reverting to an eight (8) hour schedule during the work week in which a holiday occurs or a floating holiday is taken, the affected employee and the supervisor may mutually agree to an alternate schedule which does not affect the amount of holiday pay the employee would have received had the schedule not been changed. Such a schedule change may not be agreed to if it results in the payment of either contractual or FLSA overtime.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time charged to the paid leave or taken as unpaid leave shall be for the total hours they would have otherwise been in attendance at work that day.

D. Hours of Work. The execution of this supplemental agreement hereby amends Section 2, Subdivision B-1 and 2 of Article 5 of the Master Agreement so as to recognize the legitimacy of a nine (9) hour work day.

It is further understood that no additional paid rest periods shall be provided to an employee participating in this program.

E. Meet and Confer. Should problems occur, the parties agree to meet and confer in an effort to resolve the issues. If the meet and confer cannot resolve the issues, either party reserves the right to terminate this program for any unit by providing fourteen (14) calendar days written notice to the other party.

Article 5
Professional Membership
Radio Communications Operators

The Appointing Authority may pay for any Radio Communications Officers' membership in the Association of Public Safety Communications Officers, Inc. However, at least one (1) Radio Communications Operator per patrol district shall have their membership paid by the Appointing Authority. Any conflicts will be resolved by class seniority.

Article 6
Work Assignments
Capitol Security Guards

The Union and State Patrol Management agree to meet and confer on the issue of a rotation schedule of work assignments.

Article 7
Employee Telephones

The parties agree to meet and confer on the issue of the availability of telephones for employee use at each work location.

Article 8
LCR Noon Meals

Article 20, Expenses, Section 5(B), travel status over noon for Law Compliance Representatives, employed by the Minnesota State Patrol who work as bus inspectors, MCSAP and scale personnel for the Appointing Authority is supplemented and/or modified as follows:

1. The Appointing Authority agrees that the Minnesota State Patrol district office or fixed scale location to which the employees are assigned to report shall serve as their temporary or permanent work station and the Minnesota State Patrol district in which the aforestated district offices and fixed scales are located shall serve as the district boundaries for the purpose of defining travel status for these employees for noon meals.

2. Such listed employees will be eligible for noon meal reimbursement when they are in travel status outside their assigned patrol district and thirty (35) miles from the district office or fixed scale location.

3. The employees' geographic areas of job responsibility shall remain their assigned bus or patrol districts, irrespective of the use of Minnesota State Patrol district offices and fixed scale sites and districts as the basis for determination of noon meal eligibility.

Article 9
Filling of Positions

Section 1. The parties agree to meet and confer regarding issues about Lead Worker positions.

Section 2. Only in the absence of the supervisor will lead workers covered by this bargaining agreement be allowed to authorize leave, sick leave slips or be required to take sick report calls from employees.

LCR Reassignment

Article 12, Section 4 and 5 shall be amended and/or modified to allow for the following:

The Appointing Authority may assign and reassign the most senior volunteer, who expresses an interest in writing, within the work area between shifts prior to posting of a vacancy in the classification Law Compliance Representative 2 within the State Patrol Division.

Job Postings

Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, a description of the vacancy. These postings shall be made electronically in all areas that employees have email access. In those areas where employee do not have email access, vacancies shall continue to be posted on employee bulletin boards or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union.

Capitol Security
Security Communications Systems Monitors

If a promotion is to be made from an eligible list to fill a Security Communications Systems Monitor position, a special selection may first be made from among Capitol Security Guards within the Seniority Unit whose names appear on the eligible list for such a position and who express an interest in the position. If no Capitol Security Guards appear on the eligible list or the Employer does not select a Capitol Security Guard under such special selection option, selection shall be made in accordance with Article 12 of the Master Agreement.

The Union shall have the right to challenge the selection of an employee other than the senior employee through the third step of the grievance procedure only. If the grievance is denied, the Union may request a review of the grievance by the Department of Public Safety Human Resources Director. The Human Resources Director's decision shall be final and not subject to arbitration.

Probationary Periods
All Units

The provisions of Article 12, Section 10C of the Master Agreement shall be supplemented and/or modified as follow:

At the request of the Appointing Authority, the initial six (6) months probationary period of a new employee may be extended for a period not to exceed three (3) months upon the mutual agreement of the Union and the Appointing Authority. In the case of Radio Communication Operators, the extension may not exceed four (4) months upon the mutual agreement of the Union and the Appointing Authority.

The employee shall have the right to Union representation at a meeting with the supervisor to discuss the expectations of the extended probationary period. If the employee declines Union representation, a waiver must be signed.

Article 10
LCR 1 Seniority

Class seniority for Law Compliance Representative 2 (State Patrol Class option) shall include time spent as a Laborer and Law Compliance Representative 1.

Article 11
Vacation

After being approved for vacation leave, an employee may be allowed to change it to compensatory time leave with the approval of the supervisor.

DVS Examining

Article 8, Section 3, paragraph 3 of the Master Agreement shall be supplemented and/or modified as follows:

Vacation leave requests of one (1) day or more, including holidays, which are submitted more than five (5) calendar weeks in advance will be posted in accordance with Article 8, Section 3, paragraph 3, for a period of one (1) calendar week. This provision applies to employees within the Department of Public Safety, Driver and Vehicle Services Examination and Renewal Stations.

Article 12
Safety

Section 1. Each Capitol Security Guard shall be trained on personal equipment issued to him/her by the division.

Section 2. The parties shall meet and confer to discuss security issues at Metro Exam stations.

Article 13
Telecommuting

Article 5, Section 1, Part A is amended as follows:

The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods. The Employer and the Union mutually agree that split shifts are allowed for those employees who are telecommuting from their place of residence and who choose to work a split shift. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

Article 14
Conflict of Interest

The following practices are to be followed in situations involving the employment or potential employment of members of the same family unit:

1. Employees who have responsibility for hiring or promoting will disqualify themselves for any situations involving the hiring or promoting of another family member.

2. Managers and supervisors will work to address situations where family members are working in a direct superior/subordinate relationship.

3. The supervision of one family member by another is to be avoided whenever possible. Where family situations exist, no supervisor or leadworker shall grant any special consideration, treatment or advantage to another family member beyond that which is available to every other employee.

4. Family member shall mean spouse, children, siblings, (including sister/brothers-in-law), parents, and parents of spouse.

5. Performance appraisals are to be done by an unrelated third party.

Article 15
Attendance at Union Meetings

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the local union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must require prior approval from their immediate supervisor twenty-one (21) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. Requests may be denied if approval would result in the payment of overtime. The Employer reserves the right to rescind this approval in the event of an emergency or other unusual conditions or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours within the same work week, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at union meetings, the Employer shall have no liability for overtime hours of pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a union meeting.

DEPARTMENT OF REVENUE

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

Section 1
Application

The provisions of Sections 2, 3, 4, and 5 of this Supplement apply to all seasonal employees of the Department of Revenue represented by AFSCME, Council 5, AFL-CIO.

Sections 6, 7, 8, and 9 of this Supplement shall apply to all employees of the Department of Revenue represented by AFSCME, Council 5, AFL-CIO.

Except as specifically modified by this Supplement, all relevant provisions of the Master Agreement shall apply to these employees.

Section 2
Benefits

A. Eligibility.

Holidays, Vacation Leave, Sick Leave. Seasonal employees of the Department of Revenue shall become eligible to begin receiving the benefits provided by Article 7 (Holidays), Article 8 (Vacation Leave), and Article 9 (Sick Leave) of the Master Agreement as follows:

1. Effective upon ratification of the 2001-2003 Agreement, seasonal employees shall be eligible to receive holidays as provided by Article 7, Holidays, at date of hire. Seasonal employees who are working, or on seasonal layoff, and who have not yet completed six (6) months of actual work as a seasonal employee, shall also become eligible to receive holidays immediately upon ratification.

2. Effective upon ratification of the 2001-2003 Agreement, seasonal employees shall become eligible to accrue vacation leave as provided in Article 8, Vacation Leave, at date of hire. Seasonal employees may not use vacation until completing six (6) months of actual work as a seasonal employee in one or more consecutive seasons. Seasonal employees who are working, or on seasonal layoff, and who have not yet completed six (6) months of actual work as a seasonal employee, shall be eligible to begin accruing vacation leave immediately upon ratification, but may not use vacation leave until they have completed six (6) months of actual work as a seasonal employee since their date of hire.

3. Effective upon ratification of the 2003-2005 Agreement, seasonal employees shall become eligible to accrue sick leave as provided by Article 9, Sick Leave, at date of hire, however, seasonal employees may not use sick leave until completing six (6) months of actual work as a seasonal employee in one or more consecutive seasons. Seasonal employees who are working, or on seasonal layoff, and who have not yet completed six (6) months of actual work as a seasonal employee, shall be eligible to begin accruing sick leave immediately upon ratification, but may not use sick leave until they have completed six (6) months of actual work as a seasonal employee since their date of hire.

   Length of service for purposes of determining changes in accrual rates for employees who become eligible after July 1, 1985, shall begin on the date of eligibility. Effective July 1, 1985, length of service for purposes of determining accrual rates for employees eligible for vacation time on or before July 1, 1985, shall include all actual time worked prior to July 1, 1985, provided work is in consecutive seasons.

To be entitled to receive paid holidays, an eligible employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

Current employees of the State who accept seasonal employment with the Department of Revenue after December 1, 1988 without a break in service who are eligible for vacation, sick leave and holiday benefits shall continue to be eligible to use and earn such benefits in accordance with Master Agreement language based upon their length of service credit at the time of appointment to the seasonal position.

B. **Vacation Liquidation**. Accumulated but unused vacation hours in excess of one hundred twenty (120) hours may, at the discretion of the Appointing Authority, be liquidated at the time of seasonal layoff. The Appointing Authority shall determine by April 15 of each year whether the liquidation will occur.

Section 3
Layoff and Recall

Advance Notice

Article 15, Section 4B, Advance Notice, of the Master Agreement shall be replaced in its entirety as follows:

At least three (3) work days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) therefore, to all seasonal employee(s) about to be laid off and to the Local Union President. The day the layoff notice is given shall not be counted toward the three (3) day notice period. The notice of layoff to seasonal employees shall also give the anticipated date of recall and the anticipated length of the work season subsequent to the layoff.

At the time of notice of seasonal layoff, seasonal employees shall indicate their availability for temporary or emergency employment during their seasonal layoff on a form provided by the Appointing Authority.

At the time of implementation of seasonal layoffs, a more senior seasonal employee may express interest in seasonal layoff, out of seniority order, in lieu of those less senior employees who would otherwise be laid off. Such requests will be considered in seniority order on the basis of state seniority and based on staffing requirements. Employees requesting an out-of-order layoff shall receive written notice, however, the three (3) day advance notification shall not apply. Acceptance of an out of order layoff shall not impact the order of recall in subsequent seasons.

Permanent Layoff

Article 15, Section 3D, Procedure, is modified by adding the following:

The permanent layoff of seasonal employees of the Department of Revenue shall be by principal place of employment. All bumping pursuant to Article 15, Section 3D shall be within their principal place of employment.

Seasonal employees who have been permanently laid off shall be placed on layoff lists in accordance with Article 15, Section 3H.

In addition to recall rights provided by Article 12, permanently laid off seasonal employees shall be placed on a Department of Revenue seasonal recall list for the principal places of employment in which they have expressed an interest in order of State seniority.

The first refusal to accept recall to seasonal positions in any principal place of employment in which employees have expressed interest will result in removal of their names from the principal place of employment seasonal recall list. Refusal to accept recall a second time will result in removal from all PPE seasonal lists.

Seasonal employees on permanent layoff who are recalled to a position in a different principal place of employment shall be required to serve a new probationary period. If the seasonal employee does not successfully complete the new probationary period, they shall have the right to return to a vacancy in their former principal place of employment. If no vacancy exists, the seasonal employee will be returned to the permanent layoff record for their former principal place of employment.

Article 15, Section 5, Temporary and Emergency Positions, of the Master Agreement shall be modified as follows:

If a position in a principal place of employment is to be filled by a temporary or emergency appointment, the appointment shall be offered to employees in the following order prior to filling the position by any other means:

A. Employees who are permanently or seasonally laid off if the position is in the same class and principal place of employment from which they were seasonally laid off in the order of State Seniority;

B. Seasonal employees who are seasonally laid off if the position is in the same principal place of employment from which they were seasonally laid off and in a different class for which the employee is determined to be qualified by the Appointing Authority in the order of State Seniority;

C. Seasonal employees who are seasonally laid off and who have expressed interest in temporary work in a different principal place of employment from which they were seasonally laid off, in the same class or in a different class for which the employee is determined to be qualified by the Appointing Authority.

D. Employees who are permanently laid off and not employed by the State if the position is in the same seniority unit and geographic area from which they were laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority.

Limited Interruptions of Seasonal Employment

Article 15, Section 6, Limited Interruptions, of the Master Agreement shall be replaced in its entirety as follows:

Any interruption in seasonal employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continue two (2) calendar weeks or less shall not be considered a layoff. Seasonal employees of the Department of Revenue may be subject to limited interruptions of work or reduction in hours due to temporary lack of work.

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift and principal place of employment, the least senior employee(s) affected shall have their work interrupted or hours reduced.

Eligible seasonal employees of the Department of Revenue may utilize accrued vacation time during a limited interruption of employment. Except where vacation time is utilized, all employees shall be compensated for the actual number of hours worked during the pay period.

Recall of Seasonal Employees

Article 15, Section 4E, paragraph 2 of the Master Agreement shall be replaced in its entirety as follows:

The Appointing Authority shall contact all seasonal employees on the seasonal layoff list by U.S. Mail at their last known address in November of each year. The employee shall notify the Appointing Authority within ten (10) calendar days of receipt of notification of intent to return to work and shall provide the Appointing Authority with current address and telephone number. It shall be the employee's responsibility to keep the Appointing Authority informed of the employee's address and telephone number. Failure to respond to the November notice of intent to recall will result in removal from the seasonal recall list and will be considered a voluntary resignation.

The Appointing Authority shall recall employees using the address or telephone number provided at least three (3) calendar days in advance of the exact reporting date. The Appointing Authority will first attempt to recall employees by telephone. If unable to reach by telephone, a written notice of recall will be mailed to the address provided. Failure to report for work following the written notice of recall will result in removal from the seasonal recall list and will be considered a voluntary resignation. If offered, seasonal employees may voluntarily waive the three (3) calendar day advance notice. Hours worked on a voluntary basis shall be compensated at straight time.

Removal from the Seasonal Layoff Record

Article 15, Section 4F of the Master Agreement shall be modified as follows:

Employees shall be removed from the seasonal layoff record for any of the following reasons:

1. Written notice from the employee that he/she does not intend to return to work;

2. Failure to respond to the November notice of intent to recall;

3. Failure to report for work from layoff;

4. Appointment to a permanent position in a class which is equal to or higher than the one from which the employee was laid off;

5. Failure to accept recall to a position in the same class in a principal place of employment other than the one from which he/she was laid off if a position in the former principal place of employment is not available;

6. Failure to accept recall to seasonal positions from permanent layoff.

7. Resignation, retirement or termination from State Service.

Resignation

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

Employees who elect to discontinue their seasonal employment prior to the date of layoff, other than through acceptance of an out-of-order layoff, shall be considered to have resigned.

Principal Place of Employment

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

The determination of principal places of employment for purposes of this Supplement shall be at the discretion of the Appointing Authority.

Training

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

Seasonal employees, while on seasonal layoff, may sign up for and take classes being offered by the Department of Revenue. Such time shall not be considered work time. The cost associated with such classes, if any, shall be paid by the Appointing Authority.

Section 4
Filling of Seasonal Vacancies

Article 12, Sections 5, 6, and 7(A) of the Master Agreement shall be modified for the filling of seasonal vacancies as follows:

Seasonal vacancies shall not be posted.

Seasonal employees who have been laid off in good standing shall be given the opportunity, prior to recall, to express an interest in seasonal positions in the same classification in other principal places of employment. Employees expressing such interest and who meet the position qualifications will be considered in order of State Seniority.

Article 12, Section 10, of the Master Agreement is modified as follows:

Seasonal employees who accept a seasonal position in a different principal place of employment shall be required to serve a new probationary period as defined in Article 12, Section 10. If the seasonal employee does not successfully complete the new probationary period, they shall have the right to return to a vacancy in their former principal place of employment and shall serve the remainder of their original probationary period. If no vacancy exists, the seasonal employee will be returned to the seasonal layoff record for their former principal place of employment.

Section 5
Seniority

Article 4 (Seniority) of the Master Agreement is modified as follows for seasonal employees of the Department of Revenue:

State Seniority for seasonal employees of the Department of Revenue working or in layoff status on July 1, 1985, shall include actual time worked prior to July 1, 1985.

Classification Seniority for seasonal employees of the Department of Revenue, in Unit 7, working or in layoff status on July 1, 1985, is defined as the date of initial hire to the employee's current class.

State Seniority and Classification Seniority shall be broken by failure to work consecutive seasons.

Section 6
Filling of Vacancies

The provisions of Article 12, Filling Vacancies, are amended as follows for employees of the Department of Revenue by adding the following:

Reassignments

Article 12, Section 4, Reassignment, is hereby modified as follows for employees of the Department of Revenue:

Section 4 Reassignment. When a filled position and its incumbent are to be reassigned to a different work area within a work location without a significant change in job duties, the employee and the position shall be reassigned notwithstanding Article 12, Section 4B. In such cases, the local union shall receive notice prior to the employee occupying the position to be reassigned. Such employee shall be provided with at least a fourteen (14) calendar day written notice.

Conflict of Interest Considerations in Layoff

When the exercise of seniority rights pursuant to the layoff and recall provisions of the Master or Supplemental Agreements would place an employee in a situation or position where concerns of nepotism, as defined in the Code of Conduct for Department of Revenue employees, would arise, the Employer agrees to meet with the Local Union to resolve the situation in such a way which does not deny the rights of the employee.

Section 7
Attendance at Local Union Meetings

With fourteen (14) calendar days notice employees shall be permitted to adjust their hours of work, up to two (2) hours, in order to attend the regular monthly meetings of AFSCME Local 3141, provided such adjustments shall not unduly disrupt the operations of the department. Such adjustments shall not result in the payment of overtime.

Section 8
Overtime Distribution

Article 6, Section 4, Overtime Distribution, for all employees except the Telephone Taxpayer Assistance Unit, is replaced in its entirety as follows:

Overtime shall be offered to all employees in the work area, section or principal place of employment who are in active work status who are qualified, as determined by the Appointing Authority, to perform the required work. If there are more qualified volunteers than required, the overtime work shall be assigned to the most senior qualified employees based on State Seniority. If there are insufficient volunteers to perform the required overtime work, the employees in the work area, section or principal place of employment with the least State Seniority qualified to perform the work may be assigned to the overtime work. If necessary due to an insufficient number of employees from the work area, section or principal place of employment, the Appointing Authority may request volunteers from one (1) or more other work areas, sections or principal places of employment, determined by the Appointing Authority, to perform the overtime work. In no case shall a qualified volunteer from within the work area, section or principal place of employment, be denied overtime work in order to allow a qualified volunteer from a different work area, section or principal place of employment, to perform the overtime work. Whenever possible, all such qualified employees within the designated work area, section or principal place of employment shall be offered the overtime work prior to mandatory assignment of overtime. If there is insufficient time to request volunteers, the Appointing Authority may assign employees then on duty to the overtime work according to inverse State Seniority among those qualified to perform the overtime work.

Article 6, Section 4 of the Master Agreement, shall be supplemented and/or modified as follows for the employees in the Telephone Taxpayer Assistance Unit:

When two or more employees have worked the same amount of overtime hours, overtime assignments shall be offered first to the most senior employee, based upon State Seniority.

Overtime hours actually worked shall be considered in calculating the equitable distribution of overtime.

In the event all employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of State Seniority among capable employees.

Section 9
Waiver of Position Qualifications and New Probationary Period

The following provisions apply to layoff of full-time or part-time permanent employees.

A. In the event of layoff, if a vacancy (or bumping option) exists in the same classification as the employee facing layoff, or an equal or lower class in which the employee previously served, and the employee has previously served and successfully completed the probationary period in a position in the class with the same or substantially the same job responsibilities, the employee shall be determined to be qualified for the vacancy (or bumping option) and shall be placed in the vacancy (or bumping option). The employee facing layoff will not be required to take and pass position qualifying tests except that the employee must pass all physical requirements of the job. The employee will not be required to serve a new probationary period.

B. In the event of layoff, if a vacancy (or bumping option) exists in the same classification as the employee facing layoff, or an equal or lower class in which the employee previously served, and the employee has successfully completed the probationary period in a position in the class but has not performed the same or substantially the same job responsibilities in a current or previously held position, the employee will be placed in the vacancy (or bumping option) and will be required to serve a six (6) month probationary period provided the following conditions are met:

   1. The employee meets all physical requirements of the position.
   2. The employee takes any required written or performance test (typing, data entry, math, or grammar/punctuation) and achieves a score of at least 75% of the normal passing score.
   3. The employee must accept any training offered by the Employer during the six (6) month probationary period.

   If the employee fully meets the position qualifications (100% of the normal passing score), no probationary period will be required.

   If the employee does not meet the physical requirements of the position and/or does not achieve a score of at least 75% of the normal passing score on the performance test (typing, data entry), the employee will be considered not qualified for the vacancy (or bumping option), and other layoff options will apply.

   An employee who is on probation under the provisions of Section 9B above, shall be eligible to bid. In order for the bid to be given further consideration, the employee must fully meet all the position qualifications for the vacancy. If the employee is offered and accepts the vacancy, the probationary period, as described above, will end at the time of appointment.

C. Persons facing layoff, who have the option to transfer or demote to an equal or lower class in which they have not previously served, will be required to take and pass all required advisory tests as well as position qualifications (including written and performance tests), at 100% of the normal passing score, and will be required to serve a new probationary period of six (6) months. An employee who is on probation under this provision shall not be eligible to bid while on probation.

   If the employee who is required to serve a new probationary period as described in Section 9B above does not successfully complete the probationary period, layoff options shall be limited to the following:

1. the employee shall accept a vacancy for which it is determined that they fully meet all the position qualifications, or
2. the employee may claim a vacancy in another state agency for a period of forty-five (45) calendar days from the date of non-certification, or
3. the employee shall be laid off.

MINNESOTA STATE RETIREMENT SYSTEM

Article 1
Purpose

The purpose of this Supplemental Agreement is to establish a voluntary flex-time program for employees of the work units within MSRS.

Article 2
Flex-Time Schedule Request

The flex-time schedule is based on forty (40) hour work week over a two (2) week eighty (80) hour payroll period.

Within the above prescribed parameters, the flex-time program shall allow an employee to request modification of his/her current work schedule according to any one of the following schedules:

A. Eight (8) consecutive hours of work for each of five days in a work week.

B. Eight and one-half (8 1/2) consecutive hours of work for four (4) work days and six (6) consecutive hours of work on any day each work week, with two (2) consecutive hours off on the same day as the six (6) consecutive hours of work day during each forty (40) hour work week consistent with the pay period of Wednesday through Tuesday.

C. Nine (9) consecutive hours of work for eight (8) days, one (1) day of eight (8) consecutive hours of work, plus one (1) day off during eighty (80) hour payroll period.

   Consecutive hours of work shall exclude the normal unpaid lunch period during the work week.

   For employees choosing schedule "C", the "work week" is defined to begin four (4) hours into the shift on the eight (8) hour work day and end exactly one calendar week later. Employees choosing this schedule must take the same day of the week off that they work the eight hours the previous week. For employees choosing schedule "A" or "B", the work week runs from Wednesday through Tuesday.

   An employee may request to change his/her flex-time schedule by providing a fourteen (14) calendar day written notice to the immediate supervisor. Approved changes in schedule will take place on the first day of the pay period following the fourteen (14) day notice period as long as the change is approved by the supervisor. A supervisor may waive the fourteen (14) day notice at the request of the employee, provided that the employee waives the right to any overtime compensation not required by federal law.

Article 3
Review of Requests

Management retains the responsibility for denying or terminating individual flex-time schedules where they adversely affect the operation of the unit. Flex-time must not interfere with the unit operations during the normal office hours of Monday through Friday. Further, management may exclude any employee or group of employees if flex-time would cause MSRS to incur additional costs, be disruptive to the operation of the unit or result in reduced service to the public.

The immediate supervisor shall determine to approve or deny the flex-time request of an employee based upon job-related consideration including, but not limited to, the operation of the unit and the provision of service to the public. If there are conflicting requests from employees, and the needs of the supervisor require that not all requests may be approved, the supervisor shall approve (if all other considerations indicate approval) the request submitted by the employee with the most state seniority within a team function, or by state seniority among all unit employees not on a team or in a specific functions, or by state seniority among all unit employees. Management shall define "team" and "function" for the purposes of this Supplemental Agreement. Should conflicts still exist, they shall be resolved by lot.

The immediate supervisor shall provide the employee with written notice and explanation of the decision within seven (7) calendar days of request receipt. If an employee's request is denied, a copy of the written notice and explanation of the decision shall be available to the Union. No request may be unreasonably denied.

Article 4
Altered Schedules

Upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be temporarily altered for a duration of not more than fourteen (14) consecutive calendar days at a time without regard to the above provisions provided that it does not result in payment of overtime. Any such alteration must also be scheduled so as not to require any full-time employee to work less than eighty (80) hours in a pay period or forty (40) hours in a "work week", including paid leave time.

Article 5
Holidays and Paid Leave Hours

When the holiday falls on a day the employee normally works eight (8), eight and one-half (8 1/2) hours or nine (9) hours, the employee shall be paid holiday pay for eight (8) hours.

Employees normally working eight and one-half (8 1/2) hour days will work the additional one-half (1/2) hour during the same work week as mutually agreed upon by his/her immediate supervisor. Employees working nine (9) hour days will work an additional hour on the normally scheduled eight (8) hour day [which is divided into two (2) four (4) hour periods for "work week" determination] with the additional hour added to the four (4) hours associated with the "work week" in which the holiday falls.

When the holiday falls on a day the employee normally works less than eight (8) hours, the schedule shall be exchanged with the closest eight (8), eight and one-half (8 1/2) hour day to the holiday that still falls within the same Wednesday through Tuesday work week. If the holiday falls on an employee's scheduled weekday off, the holiday shall be observed on the same day a week earlier or later, whichever fits into the normal pay period.

This Supplemental Agreement serves as the fourteen (14) days notice of these schedule changes during holidays as required under Article 5 of the Master Agreement.

Should an employee be on paid or unpaid leave from work on a day they are scheduled to work, the time charged to the paid leave or taken as unpaid leave shall be for the total hours (or fraction thereof), they would have otherwise been in attendance at work that day.

Article 6
Hours of Work

The execution of this Supplemental Agreement hereby amends Section 2, Subdivision B (Work Day), and Subdivision C (Work Week, Work Period), of Article 5 of the Master Agreement so as to recognize the legitimacy of an eight and one-half (8 1/2) or nine (9) hour work day.

It is further agreed that no additional paid rest period shall be provided to an employee working on a flex-time schedule.

Article 7
Appeals

An employee may appeal in writing the decision of the immediate supervisor to deny or revoke a flex-time schedule to the Unit Manager who shall respond in writing. If not resolved at that level, the decision may be appealed in writing to the appropriate Assistant Director who shall respond in writing. The decision of the Assistant Director is final and shall not be subject to Article 17 of the Master Agreement unless the action giving rise to the appeal is a violation of a specific provision of that Agreement.

Article 8
Duration

This Supplemental Agreement shall be in effect for an indefinite period beginning the effective date of the Agreement. Should problems occur with this Agreement after its effective implementation date, the parties agree to meet and confer in an effort to resolve the issues. If they meet and confer and cannot resolve the issues, MSRS reserves the right to terminate the program with fourteen (14) calendar days written notice to the Union.

Article 9
Modification

Any modification to this Supplemental Agreement must be agreed to in writing by the parties.

DEPARTMENT OF TRANSPORTATION

Article 1
Meet and Confer

Section 1. Department-wide Joint Labor Management Committee. The Appointing Authority and the Union shall meet and confer annually to discuss issues of mutual concern including new directions and/or changes being planned by the Appointing Authority. The Committee may meet as frequently as quarterly upon mutual agreement and as agenda items warrant. The Committee shall be comprised of seven (7) members each from the Appointing Authority and the Union.

Section 2. Department-wide Transportation Specialist Series (TSS) Review Committee. The Committee shall be comprised of the following members:

Mn/DOT Labor Relations Manager and two (2) other management representatives.
AFSCME Council 5 Business Representative and two (2) other AFSCME representatives.

The Committee will meet monthly or at a frequency as determined by the members.

The Committee will be responsible for reviewing all grievances (excluding Article 16 - Discipline grievances and Article 12 Section 10F Non-certification) involving employees in the Transportation Specialist Series job classifications that are not resolved by the second step of the grievance process. The Committee will attempt to reach consensus on a resolution to the grievances and respond back to the location generating the grievance within ten (10) days or as agreed upon by the Committee. When consensus by the Committee is reached, the grievance will be considered resolved. The Committee will provide information on the resolution of grievances to all Mn/DOT locations to provide guidance and consistency in handling similar issues. Grievances not resolved at the Committee level will be considered denied at the third step of the grievance process and will be subject to the terms of Article 17 of the Master Agreement.

The Committee will also be responsible for considering and responding to issues surrounding the Transportation Specialist Series that are not subject to the grievance procedure, and are unresolved or unanswered at the local level. The Committee may respond to these issues and/or refer them to the Joint Labor Management Committee. Job classification issues shall not be subject to the grievance procedure or the review committee.

Article 2
Seniority

Class seniority for each of the Transportation Specialist Series classes will include all time served in any Transportation Specialist Series class including: Highway Maintenance Worker, Highway Maintenance Worker Senior, Bridge Worker, Highway Technician, Highway Technician Intermediate, Highway Technician Senior, and Highway Helper (provided that any employee currently in this classification has also previously served in one of the above listed classes). Also included are any employees who have served in previous related classes, including but not limited to: Freeway Maintenance Man, Engineering Aide, Traffic Recorder, Transportation Sign Fabricator, Permanent HEO Operator, Highway Field Assistant and Transportation Aide.

Article 3
Position-Qualified

The provisions of Article 12 and Article 15 of the Master Agreement shall be supplemented and/or modified as follows:

An employee must meet the required qualifications for the specific position/vacancy to be considered for the position/vacancy in the Transportation Specialist Series or to exercise layoff options or recall rights to any position in the Transportation Specialist Series.

Qualifications will be based on the work elements identified by the Department. If during the term of this Collective Bargaining Agreement, the Department chooses to add any new work elements to the Transportation Specialist Series, they will be discussed by the Department-wide Joint Labor Management Committee prior to implementation.

Article 4
Hours of Work

Article 5 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Schedules**. In the Department of Transportation, the Appointing Authority may change the daily starting and quitting time of Unit 2 and Unit 7 employees for the entire week up to two (2) hours either way providing a notice is posted a minimum of three (3) working days in advance of the proposed change. Notification prior to the start of any shift shall constitute the

first day's notice. Employees may be returned to their previously established schedule upon reasonable notice by the Appointing Authority.

2. **Changed Work Schedules**. Employees whose schedules are changed without a five (5) day notice and who are not required to work their original (posted) schedule or assigned available work, may use accrued vacation or compensatory time to fill in the remainder of their original (posted) schedule. This provision does not apply to winter maintenance schedules or contractors' operations.

3. **Emergency Work Schedule**. Employees whose hours of work are controlled by the contractor may have their schedule changed due to the contractor's operations. In the event a change in schedule is necessary, as much advance notice as possible must be given the employee through the Appointing Authority's project supervisor. Such change shall not be considered a split shift.

   Any schedule changes made pursuant to the above shall not result in the payment of overtime.

   The supervisor shall give due consideration to any employee who requests not to work beyond sixteen (16) hours in a day. Normally, an employee shall not be required to work beyond fourteen (14) consecutive days. In this situation, the employee may request time off with three (3) days notice to the supervisor.

4. **Winter Maintenance Schedules**. The Appointing Authority may establish a winter maintenance schedule to be used in severe or extreme road conditions for snow and ice control operations. The schedule shall be posted at least fourteen (14) calendar days in advance of the effective date each fall. The posted schedule shall also cite the date each spring when winter maintenance schedules shall no longer be in effect.

   Under the winter maintenance schedule, the Appointing Authority may split the available employees into more than one (1) shift. Such shift shall be periodically rotated or established by internal bid after taking into consideration the desires of the Local Union. The posting shall name which employees are assigned to each shift.

   It is specifically understood by the parties that winter maintenance schedules may be declared to be in effect only when severe or extreme road or weather conditions exist or are forecast. When severe or extreme road or weather conditions do not exist or are not forecast, and an employee is called outside of the established work schedule for operations such as spot sanding or plowing isolated patches of snow and ice, such assignment must be made on an overtime basis.

   On any day on which a change from a regular work schedule to a winter maintenance schedule, or from a winter maintenance schedule to a regular work schedule takes place, no employee shall be scheduled to work less than the number of hours in the employee's established schedule before the winter maintenance schedule was activated. When such maintenance schedule is in effect, overtime rates shall be paid only for those hours worked in excess of the number of hours in the employee's established schedule before the winter maintenance schedule was activated except that when the consecutive hours of any employee's work day must be interrupted, such employee shall be compensated at the appropriate overtime rate for all hours worked outside the employee's previously scheduled work period. In no case shall an employee be paid for those intervening hours not worked.

   During the period when snow and ice control operations can be required to be performed, callouts for snow and ice control shall be made by class seniority based on shift or strict seniority by class.

5. **Road Patrol**. Under those circumstances where the Appointing Authority must reduce hazardous driving conditions by the use of employees outside of their established work

schedule for operations such as spot sanding or plowing isolated patches of snow and ice, such conditions may be met either by the establishment of a night patrol, or a dawn patrol, or by calling in an employee on an overtime basis, when such conditions exist, or may exist.

The Appointing Authority may establish a weather watch, dawn patrol, night patrol, or road patrol whose purpose is to patrol the roads and respond to or warn of hazardous driving conditions. After taking into consideration the desires of the Local Union, the shift(s) shall either be posted for bid or rotated. If posted, the shift(s) shall be posted only in the truck station(s) where such shift change(s) will be made and if there are qualified bidders, the change of shift shall be assigned on the basis of Classification Seniority on a non-rotating basis. If there are no qualified bidders, the Appointing Authority may assign the least senior qualified employee(s) on a non-rotating basis, or may assign the employee(s) of the truck station on a rotating basis.

6. **Fire Season Schedules**. The Appointing Authority may establish fire seasons schedules to be used in severe or extreme fire conditions. The schedule shall be posted at least fourteen (14) calendar days in advance of the effective date each spring. The posted schedule shall also cite the date each fall when fire seasons schedules shall no longer be in effect.

   Under the fire seasons schedule, the Appointing Authority may split the available employees into more than one (1) shift. Such shift shall be periodically rotated or established by internal bid after taking into consideration the desire of the Local Union. The posting shall name which employees are assigned to each shift.

   It is specifically understood by the parties that fire seasons schedules may be declared to be in effect only when severe or extreme fire conditions exist or are forecast. When severe or extreme fire conditions do not exist or are not forecast, and an employee is called outside of the established work schedule, such assignment must be made on an overtime basis.

   On any day on which a change from a regular work schedule to a fire seasons schedule, or from a fire seasons schedule to a regular work schedule takes place, no employee shall be scheduled to work less than the number of hours in the employee's established schedule before the fire seasons schedule was activated. When such fire seasons schedule is in effect, overtime rates shall be paid only for those hours worked in excess of the number of hours in the employee's established schedule before the fire seasons schedule was activated except that when the consecutive hours of any employee's work day must be interrupted, such employee shall be compensated at the appropriate overtime rate for all hours worked outside the employee's previously scheduled work period. In no case shall an employee be paid for those intervening hours not worked.

7. **Turnaround Time**. After working for sixteen (16) consecutive hours, the employee should be given a minimum of seven and one half (7 1/2) hours of rest before returning to work.

Article 5
Overtime Distribution

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Overtime work shall first be offered to the most senior qualified employee(s) by job class and from the work area. The overtime work shall first be offered to employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior qualified employee shall be offered the overtime assignment. The Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section. Work in progress refers to work to which an employee has been assigned during their normal work day/week and where the individual employee possesses knowledge, relationships, and/or skills that are unique and important to accomplishing the work. Assignments to projects (e.g., contract administration and program

delivery) are treated as work assignments and any associated overtime shall be considered work in progress. In the event all qualified employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among qualified employees.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the employee's supervisor, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority among qualified employees in the event that all qualified employees decline overtime work.

Employees may rescind such waivers upon fourteen (14) calendar days written notice to the employee's supervisor.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements.

Article 6
Reassignment

Article 12, Section 4C of the Master Agreement shall be supplemented and/or modified as follows:

Temporary reassignments shall be for six (6) months or less. Such assignments may be extended up to six (6) months upon agreement of the Local Union and the Appointing Authority.

Article 12, Section 4B of the Master Agreement shall be supplemented and/or modified as follows:

In Mn/DOT districts, the Appointing Authority has the right to reassign employees within a headquarters or within a resident office.

Article 7
Tools and Equipment Loss

The provisions of the Master Agreement shall be supplemented as follows:

The Appointing Authority will provide tool boxes or tool cabinets for Heavy Equipment Mechanic, Heavy Equipment Field Mechanic and Welder to store their tools. While tools are in the care, custody, and control of the Appointing Authority, the Appointing Authority shall indemnify each employee for tool losses caused by fire, wind, or theft by forcible entry at their full replacement value provided the tools are listed in the most recent previously filed inventory approved by the supervisor.

Employees in Unit 2 and Unit 7 who are required by the Appointing Authority to furnish basic hand tools and/or equipment, shall be indemnified by the Appointing Authority for tools and/or equipment losses caused by fire, wind, or theft by forcible entry while the tools and/or equipment are secured on the Appointing Authority's premises or are in a locked vehicle which use is authorized by the Appointing Authority or when they are in a field office on a construction project provided the tools are listed in a previously filed inventory approved by the supervisor.

Article 8
Maintenance Seasonal Work Crews

The provisions of Article 12, Sections 1 through 6 of the Master Agreement shall be supplemented and/or modified as follows:

Metropolitan District Maintenance. Seasonal work crew assignments within the District region and/or within each truck station shall be posted for a minimum of seven (7) calendar days. In the

event that no employee applies for the vacancy(s), the Appointing Authority shall fill the opening(s) by assignment on the basis of employee qualifications and inverse seniority. Employees selected for such assignments shall be given seven (7) calendar days notice prior to such assignments.

Seasonal work crew assignments are assignments to those maintenance operations which are District-wide, region-wide or truck station-wide in scope and where it is necessary, to retain the same employee on the assignment for the duration of the operation.

The posted notice announcing the formation of a seasonal work crew will indicate the approximate duration of the assignment by citing: a) the approximate starting and ending dates; or, b) where appropriate, by stating that the duration is until the project is completed. Where such seasonal work crew assignment involves a change in work hours or a change in the work week, an additional notice returning the employees to their previous schedule will not be required as long as the original posted notice indicated the approximate duration of the project.

When the need arises to change the number or composition of crews, the District Management and the Local Union will meet and confer prior to implementing the change.

District Maintenance. Openings on seasonal work crews shall be filled after posting for a minimum of seven (7) calendar days.

Assignment to these seasonal work crew openings shall be made on the basis of Classification Seniority from those employees applying from the maintenance area, sub-area, or truck station from which such a crew is being formed. If an insufficient number of employees apply for the openings, the openings will be filled in inverse order of Classification Seniority among employees from the maintenance area, sub-area, or truck station from which such a crew is being formed. During the period while the selection process is taking place, the Appointing Authority may temporarily assign employee(s) to seasonal work crew openings to fulfill operating requirements.

Should it become necessary to supplement the basic crew, the Appointing Authority may supplement such basic crew by assignment from the area where the work is being performed.

Seasonal work crew assignments are assignments to those maintenance operations which are area-wide in scope and where it is necessary, to retain the same employee on the assignment for the duration of the operation.

The posted notice announcing the formation of a seasonal work crew will indicate the approximate duration of the assignment by citing: a) the approximate starting and ending dates; or, b) where appropriate, by stating that the duration is until the project is completed. Where such seasonal work crew assignment involves a change in work hours or a change in the work week, an additional notice returning the employees to their previous schedule will not be required as long as the original posted notice indicated the approximate duration of the project.

Regional/Department-wide Maintenance. When it is determined that for business reasons regional/department-wide seasonal work crews are to be established, department management will meet and confer with the Union prior to implementing.

Article 9
Limited Interruptions of Employment

The provisions of Article 15, Section 6 of the Master Agreement shall be supplemented and/or modified as follows:

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift and work location, the least senior employee(s) affected shall have their work interrupted or hours reduced. When it is necessary for an employee to hold certification on heavy equipment, the most senior employee who is certified on the required equipment will be

retained. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit employees.

Article 10
Safety Inspections

Due to the unique circumstances in the Minnesota Department of Transportation where full-time safety professionals are employed, it is agreed that where a Local Union representative is not available to accompany the safety professional on the Annual Building Inspection, the safety professional will provide a copy of the inspection report to the Local Union President. Where a Local Union Representative is present for the inspection, that person will be given a copy of the report, it will include all pertinent information concerning findings and recommendations.

Article 11
Work Out of Class

The provisions of Article 18, Section 9 of the Master Agreement shall be supplemented and/or modified as follows:

When an employee is assigned to Work Out of Class, the employee shall be paid at a rate within the higher range which is at least one (1) step higher than the employee's current salary and which can be higher at the discretion of the Appointing Authority.

Article 12
Probationary Period

The provisions of Article 12, Section 10C of the Master Agreement shall be supplemented and/or modified as follows:

The initial six (6) months probationary period of a new Mn/DOT employee may be extended for a period not to exceed three (3) months, provided that the employee was given a written mid-probationary review and provided that a written notice of the extension is given to the employee and the union prior to the end of the fifth (5th) month of the probationary period.

For the Transportation Associate classification only, the probationary period shall be twelve (12) months and may be extended up to six (6) additional months. Upon successful completion of the probationary period, the employee will be reallocated to the Transportation Generalist classification.

Article 13
Training Opportunities

When the Appointing Authority determines a business need for additional employee training in order to develop new skills for an ongoing need, such training opportunities shall be offered to employees in the work area/truck station where such training opportunity is to be made available.

Employees shall be provided an opportunity to participate in such training based on classification seniority from among those employees within the work area/truck station who: desire such training, have completed any pre-requisites, possess the appropriate individual competencies identified by the department and can reasonably be expected to satisfactorily complete the training and subsequently utilize the skills gained.

Training to enhance skills within an employee’s current position responsibilities are not considered training opportunities and will be assigned as needed.

Article 14

Attendance at Union Meetings

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

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the local union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must require prior approval from their immediate supervisor twenty one (21) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. Requests may be denied if approval would result in the payment of overtime. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within the same work week, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at union meetings, the Employer shall have no liability for overtime hours of pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a union meeting.

Article 15
Lump Sum Payments

The provisions of the Master Agreement Appendix F shall be replaced by the following:

Each year, employees who had previously received HEO or Intermittent Supervisor differential pay will be paid in a lump sum amount the full first payroll period following October 1. This lump sum amount shall be calculated according to the highest HEO and/or Intermittent Supervisor earnings of each individual employee, based on the actual HEO and/or Intermittent Supervisor earnings from any one of the Fiscal Years 1999, 2000 and 2001.

Payment of such lump sum amounts will cease if an employee is promoted to a position with a pay range higher than Transportation Generalist or leaves the Transportation Specialist Series.

Employees in the Transportation Generalist classification who are promoted to a higher classification in the Transportation Specialist Series shall have their annual lump sum (if any) divided into an hourly rate and added to the employee's current hourly salary. If the calculated hourly rate does not fall on step, the employee shall receive the amount necessary to round the hourly rate calculation to the next higher step plus a minimum of one step on promotion.

Each year, employees in the Transportation Generalist Sr. classification who had previously received Intermittent Bridge Supervisor differential pay will be paid in a lump sum amount the first full payroll period following October 1. The lump sum amount shall be calculated according to the highest Intermittent Bridge Supervisor earnings of each individual employee, based on the actual Intermittent Bridge Supervisor earnings from any one of the fiscal years 1999, 2000 and 2001.

Payment of such lump sum amounts will cease if an employee is promoted to a position with a pay range higher than Transportation Generalist Sr. or leaves the Transportation Specialist Series.

Employees in the above described situation who are promoted to the Transportation Specialist classification, shall have their annual lump sum (if any) divided into an hourly rate and added to the employee's current hourly salary. If the calculated hourly rate does not fall on step, the employee shall receive the amount necessary to round the hourly rate calculation to the next higher step plus a minimum of one step on promotion.

Article 16
Voluntary Transfers

The provisions of Article 12, Section 7 of the Master Agreement shall be supplemented and/or modified as follows:

If a posted vacancy is not filled through application of subsection 7A, B, C, or D, or appointment of a current seniority unit employee, selection shall next be made by accepting a qualified voluntary transfer (same class) from another Mn/DOT seniority unit.

Article 17
Transportation Specialist Series Vacancies

The provisions of Article 12, Vacancies, Filling of Positions, Sections 5, 6, and 7, are amended as follows:

The process for filling vacancies in the Transportation Specialist Series (TSS) is as follows:

- Post the vacant position at the preferred TSS classification.
- At the discretion of the local hiring authority, other lower TSS classifications may be listed on the posting form.
- When multi-level postings are used, eligible bidders will be considered in order of their classification seniority, beginning with the highest TSS classification on the posting form.
- A qualified bidder at the highest classification posted will be offered the position based on the current contract provisions (most senior qualified, relatively equal).
- If no bidder at the highest classification is qualified, the options below apply:

    - Make an appointment under the current provisions of Article 12, Section 7, or
    - Consider eligible bidders in the next lower classification listed on the posting form.

- All eligible bidders will be notified by the local hiring authority of the results of the vacancy filling process.

Article 18
Transportation Specialist Series (TSS) Compensation Grid

Employees in classes covered by the TSS Compensation Grid shall advance to the next higher step at the completion of the months of satisfactory continuous service specified on the compensation grid for that class, until the maximum rate of pay is attained.

June 24, 1993

Bob Hilliker
Business Representative
AFSCME, Council No. 6
265 Lafayette Rd. S.
St. Paul, MN 55107

Subject: Winter Maintenance Schedules

Dear Bob:

At our recently concluded supplemental agreement negotiations we spent a considerable amount of time discussing concerns over Mn/DOT's use of Winter Maintenance Schedules. We agreed that most of the issues could be best addressed at the local levels.

Further, we agreed that the local union and local Mn/DOT management would discuss Winter Maintenance Schedule issues each year at the division, district or maintenance area level. Issues not resolved through this local meet and confer process could be further addressed by a meeting of the AFSCME, Council 6, Liaison, the Mn/DOT Labor Relations Manager and the Area Maintenance Engineer. The Area Maintenance Engineer's decision will be final.

Sincerely,

Jim McKane /s/
Mn/DOT Labor Relations Manager

July 30, 2001

Bob Hilliker
Business Representative
AFSCME, Council No. 6
300 South Hardman Avenue
South St. Paul, MN 55075

Dear Mr. Hilliker:

This letter confirms Mn/DOT's commitment to assign work and training in a manner to be effective and efficient in delivery of our products and services.

Given this goal, we will not support assigning work and training based on favoritism. This effort is supported through the modifications made this year in the Transportation Supplement to the Agreement.

Concerns regarding this issue should be brought to the Local Labor Management Meet and Confer for discussion and resolution.

Sincerely,

James Swanson
Assistant Chief Engineer
Assistant Commissioner - Program Delivery Group

cc: Jim McKane /s/
Mn/DOT Labor Relations Manager

MINNESOTA VETERANS HOME - FERGUS FALLS

Article 1
Hours of Work

1. **Additional Part-time Hours**. Article 6, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

   Part-time employees (excluding temporaries and emergencies) may work additional hours within the fourteen (14) day posting period at the "straight time" rate in accordance with the following:

   If additional work is needed within the required posting period, the Administrator may offer this work to part-time employees. If a part-time employee accepts the work, the part-time employee shall not be eligible for "penalty pay."

   A part-time employee would not be eligible to be offered such work if the additional hours would result in the payment of overtime pursuant to the Fair Labor Standards Act.

   If no eligible part-time employee accepts the work, the Administrator is not required to assign the work to a part-time employee.

   If a part-time employee is assigned to work overtime, the part-time employee shall be eligible for overtime pay pursuant to Article 6.

Article 2
Uniforms

Article 20, Expense Reimbursement shall be modified as follows:

1. LPNs working in positions with an FTE of .75 or greater will be reimbursed for the purchase of uniforms at the following rates. The first year will be to a maximum of two hundred twenty dollars ($220). All succeeding years will be to a maximum of one hundred fifty dollars ($150).

2. LPNs working in positions with an FTE of less than .75 including intermittent nurses will be reimbursed for the purchase of uniforms at the following rates. The first year will be to a maximum of one hundred eighty dollars ($180). All succeeding years will be to a maximum of one hundred ten dollars ($110).

3. Employees in bargaining units 202, 203, and 204 working in positions with an FTE at .75 or greater will be reimbursed for the purchase of uniforms at the following rates. The first year will be to a maximum of one hundred sixty dollars ($160). All succeeding years will be to a maximum of one hundred twenty dollars ($120).

4. Employees in bargaining units 202, 203, and 204 working in positions with an FTE of less than .75 including intermittent employees will be reimbursed for the purchase of uniforms at the following rates. The first year will be to a maximum of one hundred twenty dollars ($120). All succeeding years will be to a maximum of eighty dollars ($80).

5. The anniversary date of the employee's initial appointment to the Minnesota Veterans Home - Fergus Falls will begin the new year for reimbursement purposes.

6. Any portion of the maximum dollar amounts not claimed in a given year cannot be carried forward to the succeeding year. Management agrees to give each individual sixty (60) days notice of available funds prior to the end of the year.

7. The Administrator will reimburse the employee upon receipt of an acceptable proof of purchase if the receipt is submitted within forty-five (45) days after the purchase. Receipts for uniform purchases must be submitted in the same fiscal year in which the expense was incurred.

8. Employees are expected to wear uniforms while on duty only and to properly maintain their own uniforms. Employees may wear uniforms while in transit to and from their residence and work.

9. Emergency reimbursements will be authorized by the Administrator if the uniform gets permanently damaged while performing work on duty. To receive this authorization, the employee must show the uniform and explain how the damage occurred to their immediate supervisor or in their absence, to any supervisor on duty, or the officer of the day. This must occur on the same shift in which the damage occurred.

10. The Administrator may ask for any uniforms that have been replaced due to damage and for all uniforms of a non-certified probationary employee.

11. Employees shall be reimbursed in an amount not to exceed sixty dollars ($60) (upon receipt of an acceptable proof of purchase) for one (1) maternity uniform as needed.

Article 3
Overtime

All overtime shall be offered by seniority within classifications of capable and qualified employees. In the event of work in progress and off-campus activities, the Appointing Authority reserves the right to assign overtime.

Any represented employee who has two (2) days of pre-approved vacation adjacent to their days off shall not be subject to assigned overtime nor shall the Employer be obligated to offer overtime following the last scheduled shift of work. Also, any employee who has two (2) days of pre-approved vacation shall not be mandated for overtime following their last scheduled shift.

Any employee who is currently working an overtime shift or has agreed to work additional hours is not subject to mandated overtime.

In the event of an emergency, Article 6 language applies.

Article 4
Job Safety

Both parties agree to engage in Labor Management discussions regarding employees reporting symptoms of infectious/communicable disease processes utilizing a designated infection control reporting mechanism and the possibility of reporting anonymously.

Article 1
Hours of Work

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Additional Hours**.

   A. Part-time employees shall be offered additional hours on shifts not scheduled (at the straight time rate).

   B. The Appointing Authority/Designee shall notify the affected employees as soon as the need for such schedule changes become known.

   C. Distribution of these hours shall be based on seniority, and shall be first offered to those employees then on duty whose established workday is less than eight (8) hours.

   D. In all cases, any change in scheduling shall be for additional work hours not previously scheduled for that employee and shall not exceed eight (8) hours per shift at straight time.

   E. All hours outside the established schedule shall be offered to all eligible part-time employees, at the straight time rate, prior to any intermittent employee.

2. **Work Period**. Full-time employees shall at the Administrator's discretion be:

   a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,

   b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,

   c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.

   d. Scheduled to work no more than seven (7) consecutive days, regardless of pay period end.

   Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work. In addition, for part-time employees, an effort shall be made to rotate days off equally for available weekends.

3. **Fixed Night Shift (for all units except Units 2 and 7)**. Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Administrator may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, projects or jury duty. Employees working other than fixed night shifts may be rescheduled to work the night shift. The Administrator shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the Administrator shall accept capable and qualified volunteers prior to the assignment of the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Administrator from such work area who is working other than fixed nights, if there is more than one volunteer, the most senior capable and qualified based upon State Seniority shall be scheduled to:

a. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,

b. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,

c. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,

d. Cover for days off of employees assigned to fixed nights;

e. Except for Unit 4 employees, temporarily reassign more staff to the night shift for projects; and/or

f. Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

A. Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,

B. Notwithstanding the provisions of Article 12, notify the personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

C. Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

4. **Shifts Between Days Off**. No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same

shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

Article 2
Work Schedules

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

Full-time employees in the LPN class shall be scheduled on an every other weekend off rotation.

Employees may be temporarily scheduled other than for the established scheduling pattern for purposes such as training, staff development, informational meetings, team meetings, and special projects.

Article 3
Overtime Distribution

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Licensed Practical Nurse 1 and Licensed Practical Nurse 2 shall be considered one class for the purposes of overtime distribution.

Article 4
Attendance at Union Meetings

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

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed one and one-half (1 ½) hours.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Administrator designee five (5) calendar days in advance of the meeting date, or less with supervisory approval. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Administrator reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within five (5) working days after the meeting, if work is available, to prevent a loss of earnings.

In the event work is available and an employee requests to work extra hours to offset time spent at union meetings, the Administrator shall not approve the request if it would result in the payment of overtime unless overtime is assigned as outlined in this supplement.

Article 5
Conflicts Of Interest

The following practices are to be followed in situations involving the employment or potential employment of members of the same family unit:

1. Employees who have responsibility for hiring will disqualify themselves for any situations involving the hiring of another family member.

2. Managers and supervisors will work to address situations where family members are working in a direct superior/subordinate relationship.

3. The supervision of one family member by another is to be avoided whenever possible. Where family situations exist, no supervisor or leadworker shall grant any special consideration, treatment, or advantage to another family member beyond that which is available to every other employee.

4. Family members shall mean: spouse, children, siblings (including sisters/brothers-in-law), parents, and parents of spouse.

5. Performance appraisals are to be done by an unrelated third party.

Article 6
Overnight Activities

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

Article 7
Uniforms

Employees serving in the following departments will be required to wear uniforms while on duty:

Maintenance
Housekeeping
Nursing
Dietary

Employees serving in these departments with an FTE at .75 or greater will be given four (4) sets of uniforms to include four (4) pairs of new long pants and four (4) shirts the first year. Two (2) additional uniforms will be provided to each employee annually on or about July 15th.

Employees serving in these departments with an FTE of less than .75 will be given two (2) sets of uniforms to include two (2) new pairs of long pants and two (2) shirts. For all succeeding years, one (1) uniform will be provided annually on or before July 15th.

Seasonal employees will be provided with three (3) new pants and three (3) shirts. There will be no annual replacements.

Delivery Van Drivers and Groundskeepers will be provided with one (1) coat.

Employees shall be responsible for laundering their own uniforms and maintaining them in a “suitable” condition; meaning a clean and/or freshly laundered uniform which is free of excessive wrinkles and presents a professional, neat appearance to the residents and the public.

Designated employees will meet with their supervisor in order to determine two (2) uniform options for submission to the Home’s Administrator. This will comply with the Department of Administration purchasing statute Minn. Stat. 16B and C.

If any employee does not report to work in the proper uniform and/or uniform condition, that employee will be directed to leave the facility without pay for the time away.

Emergency replacements will be authorized by the Administrator if the uniform gets permanently damaged while performing work while on duty. To receive this authorization, the employee must show the uniform and explain how the damage occurred to their immediate supervisor or in the

absence of the supervisor, to the officer of the day. This must occur on the same shift in which the damage occurred.

The Administrator may ask for any uniforms that have been replaced due to damage and for all uniforms of non-certified probationary employees.

Article 8
Wages

Article 18, Wages of the Master Agreement shall be supplemented and/or modified as follows:

When an LPN is assigned in writing to be on duty as the officer-of-the-day for the facility, that LPN shall receive a differential in the amount of one dollar and eighty cents ($1.80) per hour.

MINNESOTA VETERANS HOME - LUVERNE

Article 1
Scheduling

Article 5, Hours of Work of the Master Agreement shall be supplemented and/or modified as follows:

1. **Additional Hours**. Part-time employees may be offered additional hours on a day not scheduled.

   The Administrator shall notify the affected employees as soon as the need for such schedule changes becomes known. An effort will be made to distribute available work hours subject to this change on an equal basis. In all cases, any change in scheduling shall be for additional work hours not previously scheduled and not to exceed eight (8) hours per shift at straight time pay, and must be due to unanticipated, unknown or unforeseen reasons. Any schedule changes made which meet this criteria shall not be subjected to penalty pay.

2. **Work Period**. All employees shall be scheduled to work no more than seven (7) consecutive days. Any employee scheduled more than seven (7) consecutive days shall receive compensation for hours worked beyond seven (7) consecutive days at the rate of time and one-half. However, when the seven (7) consecutive days are exceeded due to the employee trading shifts or agreeing to additional hours, the employee shall not receive penalty pay.

3. **Fixed Night Shift (for all units except Units 2 and 7)**. Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Administrator may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

   Employees permanently assigned to a fixed night shift shall have their weekends defined as Friday and Saturday.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, projects or jury duty. Employees working other than fixed night shifts may be rescheduled to work the night shift. The Administrator shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Administrator from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

a. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,

b. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,

c. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,

d. Cover for days off of employees assigned to fixed nights.

e. Emergency situations.

To no longer be permanently assigned to the fixed night shift, an employee assigned to the fixed night shift must do one of the following:

a. Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,

b. Notwithstanding the provisions of Article 12, notify the personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift, that employee shall be assigned to the fixed night position and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

c. Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

4. **Hour(s)/Shift Exchanges**. Article 5, Section C of the Master Agreement is modified as follows: If one or both of the employee's immediate supervisor(s) are not available prior to the desired shift or hour exchange, an on-duty supervisor may approve the exchange but the supervisor's signature must be obtained as soon as feasible after the exchange. Such exchanges shall be subject to the following conditions: All requests for exchanges must be reduced in writing and must state the exact days, shift or hours of both employees that are involved in the shift exchange request(s).

5. **Pre-schedule Sign-up Process for Unit 4 Part-time Employees**. Part-time employees in Unit 4 may indicate their availability for additional shifts by signing up on a calendar provided by the Appointing Authority. The calendar will be made available for a thirty (30) day period prior to the beginning of the schedule to be posted. Employees may indicate their availability to work the day, evening, and/or night shift each day. The employees cannot limit his/her availability to a specific number of hours (the employee may be scheduled to work a six (6), seven (7) or eight (8) hour shift based on the staffing needs that day. An employee may only withdraw his/her name from the calendar within five (5) working days prior to the posting of the work schedule. The Appointing Authority will make every attempt to distribute shifts equally within the pay period among the part-time employees signed up.

   When necessary, additional weekend shifts will be assigned in inverse seniority order within classification and shift until all employees in the classification and shift have been assigned. At that time, the rotation will begin again with the least senior employee in the classification on the shift. However, an employee who voluntarily signs up and works an additional shift on the weekend will be credited as having fulfilled their assignment of an additional weekend shift.

   If not enough part-time employees volunteer for additional shifts, the Appointing Authority shall revert to Master Language.

Article 2
Conflicts Of Interest

The following practices are to be followed in situations involving the employment or potential employment of members of the same family.

1. Employees who have responsibility for hiring will disqualify themselves for any situations involving the hiring of another family member.

2. Managers and supervisors will work to address situations where family members are working in a direct supervisor/employee relationship.

3. The supervision of one family member by another is to be avoided whenever possible. Where family situations exist, no supervisor or leadworker shall grant any special consideration, treatment or advantage to another family member beyond that which is available to every other employee.

4. Family members shall mean: spouse, children (biological or adopted/foster), siblings (including sisters/brothers-in-law), parents, and parents of spouse.

5. Performance appraisals are to be done by an unrelated third party.

Article 3
Overtime

Article 6, Section 3, Scheduled Overtime of the Master Agreement shall be modified as follows:

1. **Mandatory training and meetings**. Any employee required to attend mandatory training or meetings will be compensated at the employee's regular rate of pay for a minimum of the two (2) hours. Any hours worked above 80 within the payroll period shall be compensated at time and one half.

2. **Non-mandatory training and meetings**. Any employee, who at their own discretion, attends work related training or meetings sponsored by the Home will be compensated at the employee's regular rate of pay for the actual time in attendance.

3. **Overtime Distribution**.

   a. Accept the most senior volunteer for overtime.

   b. If no volunteers, mandate the least senior employee then on duty who has not worked an overtime assignment, rotating through the list every three (3) pay periods.

   c. Any period of two (2) hours or more of overtime shall count as assigned overtime.

Article 4
Holidays

Article 7, Section 8A, Scheduling of the Master Agreement shall be modified as follows: For the purpose of this article only, the Thanksgiving holiday includes the Day after Thanksgiving holiday.

The Administrator shall make every effort to schedule Unit 4 employees within each class, within each shift, to have the Christmas holiday off on alternate years. In opposing years, employees will have the Thanksgiving and New Years holidays off.

The Administrator shall make every effort to schedule Unit 3 employees within each class, within each shift to have alternate holidays off each year.

To provide for this holiday rotation plan, employees may not request vacation leave that would include the holiday(s) they are scheduled to work, except that requests for such holidays may be arranged through mutually agreed exchanges by the employees.

Article 5
Union Leave

Article 10, Section 4H, Leaves of Absence of the Master Agreement shall be modified as follows:

Employees shall be allowed to request vacation/compensatory time to prevent loss of earnings to attend two (2) annual AFSCME, Council 5 conventions, two (2) President's meetings/workshops and one (1) Leadership conference.

MINNESOTA VETERANS HOME - MINNEAPOLIS

Article 1
Hours of Work

Article 5, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Work Period**. Full-time employees shall at the Appointing Authority's discretion be:

   A. **Full-time Employees**. Full-time employees shall, at the Administrator's discretion, be:

      1. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,

      2. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,

3. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.

B. **Part-time Employees**. Part-time employees shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employees shall not be scheduled for more than seven (7) consecutive days of work.

2. **Fixed Night Shift (for all units except Units 2 and 7)**.

A. **Scheduling**. Where continuous operations require a night shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Administrator may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, projects or jury duty. Employees working other than fixed night shifts may be rescheduled to work the night shift. The Administrator shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee based on State Seniority within or among class(es) as determined by the Administrator from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

1. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,

2. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,

3. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,

4. Cover for days off of employees assigned to fixed nights;

5. Except for Unit 4 employees, temporarily reassign more staff to the night shift for projects; and/or

6. Emergency situations.

B. **Process to be Removed from Fixed Night Shift**. To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

1. Successfully bid on a vacancy in another shift. However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,

2. Notwithstanding the provisions of Article 12, notify the personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

3. Notwithstanding the provisions of Article 12, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

3. **Shifts Between Days Off**. No employee shall be scheduled for a combination of more than two (2) shifts and/or two (2) shift changes during work periods between scheduled days off.

   For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

   Full-time Unit 4 employees shall be scheduled on an every other weekend off rotation.

   Full-time housekeeping employees shall be scheduled to have at least two (2) out of three (3) weekends off.

   For full-time employees other than Unit 4 employees, the scheduling pattern/practice in effect as of the effective date of the Master Agreement shall continue.

   Employees may be temporarily scheduled other than for the established scheduling pattern for purposes such as training, staff development, informational meetings, team meetings, and special projects.

   If it becomes necessary to permanently change the scheduling pattern in the interest of efficient operations, to meet the needs of the public, the Department, or the Homes, to provide for more beneficial resident/client services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice shall be given to the Local Union. Upon request, the Local Union and the Appointing Authority shall meet and confer to discuss the new schedules prior to fourteen (14) day posting period provided for in Article 5, Section 1C of the Master Agreement.

   The Local Union and the Appointing Authority may mutually agree to alter the terms of the Hours of Work and Work Schedules sections.

4. **Hour(s)/Shift Exchange**. If one or both of the employee's immediate supervisor(s) are not available prior to the desired shift or hour exchange, an on-duty supervisor may approve the exchange but the supervisor's signature must be obtained as soon as feasible after the exchange. Such exchanges shall be subject to the following conditions:

A. All requests for exchanges must be reduced in writing using the approved form and must state the exact days, shift or hours of both employees that are involved in the shift exchange request(s).

B. Once an exchange has been approved, neither employee may subsequently agree to exchange with another employee, which would alter the original exchange.

Article 2
Additional Part-time Hours

Article 6, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

Part-time employees (excluding temporaries and emergencies), may work additional hours within the fourteen (14) day posting period at the "straight time" rate in accordance with the following:

If additional work is needed within the required posting period, the Administrator may offer this work to part-time employees. If a part-time employee accepts the work, the part-time employee shall not be eligible for "penalty pay."

A part-time employee would not be eligible to be offered such work if the additional hours would result in the payment of overtime pursuant to the Fair Labor Standards Act.

If no eligible part-time employee accepts the work, the Administrator is not required to assign the work to a part-time employee.

If a part-time employee is assigned to work as overtime, the part-time employee shall be eligible for overtime pay pursuant to Article 6.

If an employee commits to work additional hours and fails to cancel at least twenty-four (24) hours prior to the start of the additional hours, the additional hours may be considered an unexcused absence if not worked. If this is repeated a second time within the contract biennium, it may be considered an unexcused absence and the employee will not be able to volunteer for any additional hours for three (3) months.

Article 3
Insurance Benefits Eligibility

The Administrators and the Local Union President will review the payroll records for part-time employees to determine if any have met a higher level of insurance eligibility as defined in Article 19, Section 2 of the Master Agreement. This review will be conducted every quarter of the calendar year henceforth.

Any part-time employee who has worked sufficient time to warrant an adjustment in insurance eligibility will be awarded that eligibility the next full pay period after the end of the quarter.

Article 4
Overtime Distribution

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

1. **Overtime**. This provision shall only cover Unit 2, 3 and 4 employees.

   The offer and distribution of overtime shall be based on state seniority.

   Licensed Practical Nurse 1 and Licensed Practical Nurse 2 shall be considered one class for the purposes of overtime distribution.

General Maintenance Worker and General Maintenance Worker Lead, shall be considered one class for the purposes of overtime distribution.

Human Services Technician and Veterans Home Program Assistant shall be considered one class for the purposes of overtime distribution.

Employees shall indicate their desire of working overtime by signing up on overtime sheets provided by the Administrator. The sheet will indicate date and shift. The offer and distribution of overtime shall be based on state seniority.

For purposes of overtime distribution only, the campus shall be considered the work area.

If an employee commits to work an overtime shift and fails to cancel at least twenty-four (24) hours prior to the start of the overtime shift, the overtime shift may be considered an unexcused absence if not worked. If this is repeated a second time within the contract biennium, it may be considered an unexcused absence and the employee will not be able to volunteer for an overtime shift for three (3) months.

2. Distribution of overtime work for the immediately subsequent shift shall be as follows:

   Overtime work shall first be offered to employees then on duty in the same class within or among classes as determined by the Administrator in the work area who are capable of performing the work available, by State Seniority. Should the senior employee choose not to accept the overtime assignment, the next most senior employee shall be offered the overtime.

   If no employee in the same class or classes as determined by the Administrator in the work area who are capable of performing the work accepts the overtime assignment, the overtime shall next be offered campus-wide to all employees then on duty in the same class or classes as determined by the Administrator who are capable of performing the work available, by State seniority.

   If no employee then on duty in the same class or classes accepts the overtime assignment, the overtime assignment shall next be offered to employees in the same class or classes as determined by the Administrator who are capable of performing the work who are then off duty by State seniority, and when feasible, who have indicated a desire in writing to work overtime.

   After the Employer has attempted to contact all employees on the sign up list and there is still overtime work available, before the least senior qualified employee is mandated to work the overtime, the Employer shall attempt to contact employees who have indicated a desire to work overtime for a specified unit, day or shift. The most senior qualified volunteer shall be given the overtime assignment.

   In the event all capable employees in the same class or classes as determined by the Administrator decline the overtime work, the Administrator shall assign the overtime based upon inverse order of State seniority, within or among class(es) as determined by the Administrator, to employees capable of performing the work and assigned to the work area who are then on duty. The assignment shall be rotated within each pay period beginning with the least senior capable employee based on State seniority.

   Those employees working as a "float" shall be considered to be in the work area to which they are assigned to work at the time overtime is offered or assigned.

3. Distribution of overtime work for other than the immediately subsequent shift shall be as follows:

Overtime work shall first be offered to employees within or among classes as determined by the Administrator in the work area who are capable of performing the work by State seniority, who have indicated a desire in writing to work overtime. Should the senior employee choose not to accept the overtime assignment, the next most senior employee shall be offered the overtime who has indicated a desire in writing to work overtime.

In the event all capable employees decline the overtime work, the Administrator shall assign the overtime based upon inverse order of State seniority to a capable employee in the same class or classes as determined by the Administrator and work area the assignment occurs. The assignment shall be rotated within each pay period beginning with the least senior department capable employee based on State seniority.

Each supervisor shall maintain a current seniority roster for his/her department.

The Administrator shall not be required to cut in on work in progress in order to comply with the requirements of this section. In emergencies, notwithstanding the terms of this section, the Administrator may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

Employees who are unavailable for mandatory overtime because of restrictions and/or doctor's statements shall not be eligible for voluntary overtime.

Article 5
Attendance at Union Meetings

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

Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Administrator designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Administrator reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting.

Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within five (5) working days after the meeting, if work is available, to prevent a loss of earnings.

Article 6
Unit Adjustment

When a unit adjustment is necessary for coverage, the employer shall first use floats and volunteers. All involuntary adjustment shall be rotated each pay period beginning with the least senior capable employee based on classification seniority.

In the event work is available and an employee requests to work extra hours to offset time spent at union meetings, the Administrator shall not approve the request if it would result in the payment of overtime unless overtime is assigned as outlined in this supplement.

Article 7
Vacation

Article 8 of the Master Agreement is modified as follows:

1. **Vacation Requests**. Requests for vacation may be submitted within six (6) months in advance of the requested period provided that all of the requested time is within the six (6) month period.

Article 8
Vacancies, Filling of Positions

Return Right Involuntary Reassignment. Article 12, Section 4B, Reassignment Between Work Areas or Shifts (No Vacancies) shall be supplemented and/or modified as follows:

When a vacancy occurs in a work area from which an employee was involuntarily reassigned, that employee shall be given the opportunity to return to that work area before posting and bidding. This return shall apply only to the same class, shift, and employment condition the employee was reassigned from. This return right shall be based on class seniority. Junior/Senior classes shall be considered the same class. This right shall only apply for two (2) years from the time of involuntary reassignment.

Article 9
Overnight Activities

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

Article 10
Holidays

Article 7, Section 8 of the Master Agreement shall be supplemented and/or modified as follows:

1. **LPN's Christmas/New Year's**. LPNs will, at most, work the Christmas or New Year's holiday each year and will alternate the holiday worked every year.

   LPN's and HST's working a "block schedule" shall not be required to request the holiday "off" when the holiday falls on their normally scheduled day off in their block schedule.

Article 11
Recruitment Bonuses

The Appointing Authority agrees to meet and confer with the Union regarding implementing recruitment bonuses.

A five hundred dollar ($500) award may be paid to any current employee represented by AFSCME of the Minnesota Veterans Home - Minneapolis who refers a job applicant who is hired and passes probation for the classes of Human Services Technician, LPN 1 or Registered Nurse at the Minneapolis Home. The following stipulations apply:

A. Payment will be made to employees if the job application or cover letter carries the referring employee's name.

B. Only the first employee making the referral will be paid the award.

C. No referral will be paid if the job applicant has previously applied and is on a current eligible list or in the current applicant pool for one of the classes listed above.

D. Both the referring employee and the referred employee must be employees of the Minnesota Veterans Homes - Board of Directors at the time the bonus is paid.

E. Applicable state/federal taxes and retirement contributions will be withheld from the award.

Article 12

The Appointing Authority agrees to provide a dedicated space for employees' meal and rest breaks. Management reserves the right to change the location of a dedicated space as needed to assure resident programming needs.

MINNESOTA VETERANS HOME - SILVER BAY

Article 1
Scheduling

Article 5, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

1. Part-time Employees Short Notice Schedule Changes.

   For part-time employees, the Administrator shall adhere to the posting requirements in Article 5, Section 1-C of the Master Agreement.

   Except as modified for only the reasons below, the work schedule for part-time employees may be:

   1. Altered up to three (3) hours in advance of the regular posted starting time for such employees, or

   2. If on a day not scheduled employees may be offered additional hours.

   To invoke this modified scheduling the Administrator shall notify the affected employees as soon as the need for such schedule change becomes known. In all cases, any change in scheduling shall be for additional work hours not previously regularly scheduled and must be due to unanticipated, unknown or unforeseen reasons and offered to part-time employees prior to intermittent employees.

   Available work hours subject to this change in scheduling shall be distributed to the employee with the most class seniority who is not scheduled for those hours. Any schedule changes made which meet this criteria shall not be subject to penalty pay.

2. Existing Schedules.

   Other current scheduling patterns/practices shall remain in effect. If due to a change in the operation of a unit/program, it becomes necessary to permanently change the scheduling pattern of employees in the interest of efficient operations, to meet the needs of the public or the Department, to provide more beneficial resident/client services, or to better use facilities or the working forces, no less than twenty eight (28) calendar days notice shall be given to the Local Union. At the request of the Local Union, the Administrator shall meet and confer to develop a reasonable scheduling pattern prior to the fourteen (14) day posting period provided for in Article 5, Section 1(C), of the Master Agreement.

   The Administrator and the Local Union may mutually agree to alter the terms of this Section "Scheduling".

Article 2

Overtime Distribution

Article 6, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

The offer and distribution of overtime shall be based on state seniority.

Employees in a Junior/Senior Classification Plan shall be considered equal for any overtime distribution, providing they are capable and qualified for such work.

No employee shall be assigned an extended overtime shift more than two (2) times in a pay period. Employees may voluntarily agree to exceed this limit.

The Employer shall not assign overtime or be required to offer overtime to an employee during a vacation period. That period shall begin at the end of the last scheduled shift and continue until the beginning of the next scheduled shift in which the employee has not taken leave.

Any employee required on their days off to attend "mandatory training" or meetings shall be allowed to leave work immediately after completion of such training or meeting, unless work is available, and be compensated a minimum of two (2) hours at the appropriate overtime rate.

Article 3
Attendance At Union Meetings

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

Employees may be permitted to adjust their hours of work to permit their attendance at any local union meeting officially set. Such adjustments shall be of reasonable duration not to exceed two (2) hours.

Employees who desire to make these adjustments must request prior approval from their supervisor or other Administrator designee five (5) calendar days in advance of the meeting date. If adjustment includes release time in the middle of the shift, the request shall include an indication of the length of the release time. Approval of these requests will not be unreasonably withheld. The Administrator reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or other appropriate leave to compensate for attendance up to two (2) hours.

MINNESOTA VETERANS HOMES - AGENCY

Article 1
Vacation Leave

LPNs in the Veterans Homes may submit vacation requests up to one (1) year in advance of the vacation period for two (2) weeks or more and all of the requested time must be within the one (1) year.

Article 2
Flextime

The agency endorses the use of alternative schedule patterns to meet employee needs by agreeing to meet and confer on the local level at the request of the Local Union. A Memorandum of Understanding will be written upon agreement.

Article 3
Probation Extensions

Article 12, Section 10F of the Master Agreement shall be supplemented and/or modified as follows:

Extensions of probationary periods can be agreed upon in writing between the Administrator and the Local Union.

MINNESOTA ZOOLOGICAL GARDENS

Article 1
Work Uniforms

Employees required to wear uniforms as a condition of employment shall be furnished with the necessary uniforms by the Appointing Authority.

Article 2
Protective Clothing

Employees required to wear protective clothing or safety devices as a condition of employment shall have such clothing furnished by the Appointing Authority.

Article 3
Employees Returning from Workers' Compensation

Prior to returning a bargaining unit employee to work who is not in working status because of a workers' compensation disability, the Appointing Authority shall notify the Local Union of the work assignment and any other conditions affecting the employee's work. Upon request, the Appointing Authority agrees to meet with the Local Union.

Article 4
Vacancies

Article 12, Sections 1-7, shall be modified and/or supplemented as follows:

Where the Appointing Authority has determined to fill two (2) or more Zookeeper vacancies at the same point in time, it may initiate one (1) posting at a single prescheduled meeting, identifying the work areas of the positions, their shifts, general duties, and the normal hours of work. A general meeting shall be held on the announced date and the Appointing Authority shall indicate its selections after giving employees a chance to bid on all Zookeeper vacancies. Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of Classification Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders. The Local Union and individual employees will be given at least seven (7) calendar days written notice of the general meeting. Bids on the initial posted vacancies shall be binding at the time of the general meeting. A two day grace period, excluding weekends and holidays, shall be in effect following the general meeting to allow for withdrawal of any other bid before it becomes binding.

Article 5
Attendance at Union Meetings

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

Employees who are scheduled to work at the same time as a regular monthly Local Union meeting may, with the approval of their immediate supervisor, adjust their hours of work, not to exceed two (2) hours, to allow their attendance at the meeting. The Local Union shall provide thirty (30) days advance notice to the Appointing Authority if there is a change in the Local Union meeting time and/or day.

Employees who desire to make such an adjustment must request and be granted approval from their immediate supervisor twenty-one (21) calendar days in advance of the meeting date. Requests shall show the date and time of release requested. Approval of these requests shall not be unreasonably withheld. The Appointing Authority reserves the right to rescind this approval. Employees shall receive no compensation for time spent at the Local Union meeting but may utilize vacation leave to prevent a loss of earnings.

In the event work is available, an employee may request to work extra time during that payroll period to offset time spent at the Local Union meeting, provided their immediate MMA supervisor approves the request.

The Appointing Authority shall have no liability for overtime hours of pay for any extra time worked to offset the Union meeting.

Article 6
Safety

Issues of animal communicable diseases and proper work place procedure to handle contagious animals shall be distributed to the Local Safety Committee.

Article 7
Pay Differentials

Section 1. Assignment to Heavy Equipment Operator (Intermittent). Heavy Equipment Operator (Intermittent) assignments shall be made from among certified available employees capable of performing the work.

Section 2. Certification of Employees for Heavy Equipment Operator (Intermittent). An employee shall be certified as a Heavy Equipment Operator (Intermittent) upon completion of the minimum number of hours required for that designated piece of equipment and upon certification by the Appointing Authority that the employee has demonstrated his/her ability to satisfactorily operate and maintain the equipment.

Article 8
Additional Shifts Of Work For Part-Time Unlimited And Seasonal Employees

For Unit 6 employees, when additional shifts of work become available during the posting period, part-time unlimited and part-time seasonal employees shall be offered such additional shifts before offering such shifts of work to intermittent employees or student workers. Such offerings may be accepted only if it does not result in the employee working more than forty (40) hours in that work week. Such additional shifts shall be paid at straight-time rates of pay. Such employees may not be mandatorily assigned such extra shifts except at the rate of time and one-half. All mandatory assignments shall be done in accordance with the overtime provisions of the Master Agreement. An extra shift roster shall be maintained in order to equally distribute the offering of such extra shifts among eligible part-time employees.

This provision shall be in effect for one (1) year and is renewable thereafter upon mutual agreement of the parties.