

**APPENDIX G
SUPPLEMENTAL AGREEMENTS**

A. DEPARTMENT OF AGRICULTURE

TELEPHONE REIMBURSEMENT. The parties agree to supplement and/or modify Article 18, Section 7, Expense Allowances, of the Master Agreement as follows:

The Appointing Authority may provide employees in the Agronomy and Plant Protection Services Division and the Dairy and Food Inspection Division who are assigned to their residence as their office or work station with the following:

- a. The Employer may, providing funds are available, reimburse "field staff" employees for basic monthly residence telephone bill (touch tone rate) not to exceed twenty dollars (\$20.00) per month for employees of the Agronomy and Plant Protection Services Division and the Dairy and Food Inspection Division who work out of their home and where the employee is required in writing by the Employer to maintain an office for state business in their residence.
- b. The Employer may, providing funds are available, pay for an employee's monthly measured business line (second telephone line - touch tone rate) including the installation fee.

B. STATE AUDITOR'S OFFICE

1. **CPA EXAMINATION.** The provisions of the Master Agreement are supplemented as follows:

Effective July 1, 2001, and dependent upon the availability of funds and the operational needs of the State Auditor's Office, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1,000.00) to employees in the classes of Local Government Auditor, Local Government Auditor Intermediate, and Local Government Auditor Senior, Local Government Staff Specialist, and Local Government Staff Specialist Senior, who pass all four parts of the CPA examination. For employees in these classes who pass all four parts of the CPA examination and remain employed with the State Auditor's Office for one (1) year after the date on which they received notice of passing the CPA examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000.00).

2. **COMPENSATORY BANK.** The provisions of the Master Agreement are supplemented as follows:

The compensatory bank shall be liquidated once annually on a date specified in advance by the OSA at the hourly rate of pay at which it was earned unless, by mutual agreement between an employee and the OSA, an employee may carry over part or all of accrued compensatory time. Employees may use time in the compensatory bank at a time mutually agreeable to the employee and the immediate supervisor. A reasonable effort shall be made to honor the employee's request, depending on the staffing needs of the employee's work unit. However, the OSA may schedule an employee to use time in a compensatory bank by written notice to the employee prior to the specified scheduled time off.

The OSA shall notify the Association within thirty (30) calendar days of the effective date of this Agreement of the maximum amount of hours that may be in the compensatory bank.

C. **DEPARTMENT OF COMMERCE**

1. **HOURS OF WORK AND OVERTIME**

Article 27, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Professional unit employees of the Department of Commerce who are assigned to an out-of-state assignment shall receive eight (8) hours of compensatory overtime for each assignment if:

1. The assignment includes at least nine (9) consecutive working days; and
2. The employee is required to be away from home at least one (1) full weekend.

This compensatory overtime shall be administered and liquidated in accordance with all applicable provisions of Article 27, Section 6 of the Master Agreement, or the employee may liquidate the accumulated compensatory time while located at the temporary assignment.

2. **STORAGE OF STATE PROPERTY**

Article 18, Section 6, of the master Agreement shall be supplemented and/or modified as follows:

Crew Leaders and/or other qualifying employees (at the Appointing Authority's discretion) shall be reimbursed at the annual rate of two hundred and fifty dollars (\$250.00) for providing an in home office and/or for the storage of financial examination records, manuals, statute books, equipment and related materials. The two hundred and fifty dollar (\$250.00) payment shall be in a lump sum in the first pay period of each fiscal year.

3. **FINANCIAL INSTITUTION EXAMINER CERTIFICATIONS**

The provisions of the Master Agreement are supplemented as follows:

Dependent upon the availability of funds and the operational needs of the Department of Commerce, the Appointing Authority may provide a lump sum payment of five hundred dollars (\$500.00) to employees in the FIE series who become Certified Financial Examiners.

D. **DEPARTMENT OF CORRECTIONS**

1. **LAYOFF AT INSTITUTIONS.** Article 17, Section 3 (A)(3) of the Master Agreement shall be supplemented and/or modified as follows:

Layoff Order. Layoffs which are necessary shall be on the basis of inverse Classification Seniority within the class/class option and employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time or intermittent) within the institution in which the position is to be eliminated. The Appointing Authority shall send a layoff notice to the employee with the least Classification Seniority in the same class/class option, and employment condition within the institution in which the position is to be eliminated.

The remaining provisions of Article 17 of the Master Agreement shall apply.

2. **FILLING OF VACANCIES.**

A. Article 16, Section 3 of the Master Agreement shall be supplemented as follows:

- 1) The Appointing Authority shall not be required to post a vacancy if the Appointing Authority offers the vacancy to a current Department of Corrections' employee who has received notice of layoff from the same or transferable class.
- 2) An incumbent who has been appointed to a reallocated position shall be allowed to interest bid during the initial three (3) month probationary period.

B. Article 16, Section 4(C) of the Master Agreement shall be supplemented as follows:

If an employee in the class series Corrections Agent or the class series Corrections Security Caseworker submits a request to transfer or demote to the other class series during the posting period under Article 16, Section 3 accompanied by a request to interview and substantial evidence of qualification for the position, the Appointing Authority shall grant an interview. Nothing in this section shall be construed to require a standard for the non-selection of the interviewed employee.

An interview must only be granted if the position is not filled through interest bidding, recall from the seniority unit layoff list, or claiming.

3. **ON-CALL.** Article 25, Section 2 of the Master Agreement is supplemented as follows:

A. **Voluntary On-Call.** Any employee who volunteers to remain in an on-call status shall receive ten (10) hours of compensatory overtime for being in on-call status for a seven (7) day period or part thereof.

An additional four (4) hours shall be granted for each legal holiday, but not the floating holiday, that occurs within the seven (7) day period.

B. **Mental Health Unit.** An employee in the mental health unit of MCF/Oak Park Heights who is instructed to remain in an on-call status shall receive ten (10) hours of compensatory overtime for being in on-call status for a seven (7) day period. An additional four (4) hours of compensatory overtime shall be granted for each legal holiday that occurs within this period.

The provisions of this supplemental agreement shall apply for as long as the employees instructed to remain in an on-call status continue to be rotated on an equal basis from among all psychologists within the mental health unit.

- C. **Officer of the Day.** An employee in the classification Employee Development Specialist at MCF-Oak Park Heights who is instructed to remain in an on-call status as Officer of the Day shall receive ten (10) hours of compensatory overtime for being in on-call status for a seven (7) day period. An additional four (4) hours of compensatory overtime shall be granted for each legal holiday that occurs within this period.

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

4. **OVERNIGHT ACTIVITIES.** Article 27 of the Master Agreement shall be supplemented as follows:

The total compensation granted to employees assigned to overnight activities which include the supervision of inmates/residents when such assignments are twenty-four (24) consecutive hours, shall be sixteen (16) hours at the straight time rate for each twenty-four (24) hour period except as it conflicts with state or federal law.

5. **FORMER COUNTY PROBATION OFFICERS.** Rights Within State. The Master Agreement is supplemented by the following for county probation officers who became state employees by a transfer under the provisions of Minnesota Statutes 244.19, subdivision 1, paragraph a, clause 4. These provisions are effective for county probation officers transferring on or after January 1, 1987.

- A. **Seniority.** Article 15, Section 3 of the Master Agreement is supplemented by the following:

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

- B. **Sick Leave.** Article 12, Section 1 of the Master Agreement shall be amended as follows:

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

- C. **Annual Leave.** Article 10, Section 2 of the Master Agreement shall be amended as follows:

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

- D. **Filling of Vacancies.** Article 16, Section 6 of the Master Agreement shall be supplemented as follows:

A county employee transferring to state service shall serve a probationary period of six (6) months. Article 16, Section 8 of the Master Agreement applies to any non-certification decision by the Employer. After utilizing the provisions of Section 8, a non-certified employee may, within ten (10) days, appeal to the Commissioner of Minnesota Management & Budget for a hearing. The Commissioner may uphold the non-certification decision, extend the probation period, or certify the employee. The decision of the Commissioner of Minnesota Management & Budget is final and not arbitrable.

6. **INFECTIOUS AND CONTAGIOUS DISEASES.** Where infectious or contagious diseases are diagnosed among the inmate/resident population of a facility, upon request of the Association, representatives of the facility and central office shall meet promptly with Association Representatives to determine what steps, if any, are necessary to educate employees about the disease(s) and to determine what steps, if any, are necessary to safeguard the health and safety of the employees as well as the inmates/residents. An employee who may be at risk to exposure to an infectious agent(s) as a result of responsibilities for the care of an inmate/resident shall be informed of the inmate's/resident's diagnosis or possible diagnosis by the facility according to facility policy and procedure.

7. **WORK ON A HOLIDAY.**
 - A. Corrections Program Therapist/Recreation Therapist working in a Department of Corrections facility shall receive a holiday premium of twenty dollars (\$20.00) for each four (4) hours or portion thereof worked up to a maximum of forty dollars (\$40.00) for those holiday hours specifically assigned by the Appointing Authority and worked on the holiday. A Corrections Program Therapist/Recreation Therapist receiving a holiday premium is not eligible for officer-of-the-day differential for the same hours worked.

 - B. Substitute Holidays. Employees who have worked on a holiday and to whom the Appointing Authority has granted an alternate holiday in lieu of holiday pay under Article 11, Section 2C of the Master Agreement shall at the Appointing Authority's discretion, be permitted to use the alternate holiday in increments of less than a full eight (8) hours during the one hundred and eighty (180) calendar days following the holiday's occurrence.

8. **DISCIPLINE AND DISCHARGE.** Article 8, Section 2 of the Master Agreement shall be modified as follows: If during the course of an investigation an employee initiates telephone contact with the Appointing Authority to provide information which may lead to discipline, the employee shall be offered Association representation. If the employee waives the right to Association representation, such waiver will be stated verbally and tape recorded prior to questioning. A signed copy of the transcript of the waiver will be provided to the Association.

9. **ICS/ISR/CIP/CRP AGENTS.** Article 24, Wages, will be supplemented as follows: Corrections Agents identified as "Intensive Supervised Release Agents" and "Intensive Community Supervision Agents" "Challenge Incarceration Program Agents", and "Conditional Release Program Agents" will be paid an additional one hundred dollars (\$100.00) per payroll period. Intermittent employees shall receive an additional one hundred dollars (\$100.00) or be reimbursed under the provisions of Article 25, Section 2 for being in on-call status for a seven (7) day period or part thereof, whichever is less.

- A. The State of Minnesota, Department of Corrections and MAPE recognize the needed flexibility in schedules relating to Hours of Work, Overtime, On-call, Call-in, and Call Back, for Intensive Community Supervision (ICS) and Intensive Supervised Release (ISR) Agents, "Challenge Incarceration Program Agents" (CIP), and "Conditional Release Program Agents". The one hundred dollar (\$100.00) biweekly compensation shall be recognized as full and complete compensation for the surveillance response requirements and other related service responsibilities for the hours between 8:00 a.m. and 12:00 a.m. (midnight) on their scheduled work day.
- B. Situations of call-back for ICS/ISR/CIP/CRP Agents arise when such Agents are physically required to respond, in other words, not resolvable by telephone or other means of communication between the hours of 12:00 midnight and 8:00 a.m. for:
 - 1. electronic monitoring;
 - 2. detention matters; or
 - 3. other situations which have been previously agreed to between the ICS/ISR/CIP/CRP Agent and their immediate supervisor or designee.
- C. ICS/ISR/CIP/CRP Agents shall not be eligible for on-call pay during the hours of 12:00 midnight and 8:00 a.m.
- D. ICS/ISR/CIP/CRP Agents on a scheduled day off and who are instructed by their supervisor to be on-call shall receive on-call or call-back pay in accordance with the provisions of Article 25, Section 1, Call-In and Call-Back and Section 2, On-Call. However, such hours shall be liquidated in cash or compensatory time at the discretion of the employee's supervisor.
- E. Compensatory time earned in accordance with provisions D above must be liquidated within the pay period earned or no later than the subsequent pay period. Such compensatory time shall be agreed upon between the supervisor and employees. In the event there is no agreement, the supervisor shall assign the scheduled compensatory hours off. When the supervisor is unable to schedule compensatory time off, the compensatory time shall be liquidated in cash.

Article 11, Section 5 of the Master Agreement will be modified/supplemented as follows:

- F. Any employee who works on a holiday shall, at the Appointing Authority's discretion either be:
 - 1. Paid in cash at the employee's appropriate rate for all hours worked in addition to holiday pay provided for in Section 4 of the Master Agreement, or,
 - 2. Paid in cash at the employee's appropriate rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 4 of the Master Agreement. The Appointing Authority shall designate a mutually agreeable alternate holiday within one hundred twenty (120) calendar days of the last date of the pay period in which the holiday occurs. In the event there is no agreement, the supervisor shall assign the scheduled compensatory hours off. When the supervisor is unable to schedule compensatory hours off, the compensatory time shall be liquidated in cash.

10. **HOSTAGE LEAVE.** Article 24, Section 8 of the Agreement shall be modified as follows:

The Employer and the Association agree that employees who suffer a disabling injury as a direct result of a life-threatening hostage incident, shall be authorized by the Appointing Authority for injured on duty pay on the basis of stress related illnesses suffered without demonstration of physical injury.

The Appointing Authority may require the employee to provide a statement from the employee's medical or mental health provider verifying the employee's condition and the anticipated time needed before the employee is able to return to his/her work duties. In no case shall injured on duty pay extend beyond two hundred forty (240) hours.

11. **SAFETY OFFICER DIFFERENTIAL.** Article 24 of the Master Agreement shall be modified as follows:

The Department of Corrections shall pay up to an additional twelve percent (12%) of the base salary of a Safety and Health Officer 2 who is assigned additional department-wide responsibilities pertaining to safety officer coordination. The assignment shall exceed ten (10) consecutive days in duration. Selection of the employee to whom the duties are assigned is at the discretion of the department and the department may end or reassign the responsibilities at any time.

12. Article 27, Section 1.F shall be modified as follows:

The Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at a given time, provided the amount is not less than forty (40) hours nor more than one-hundred and twenty (120) hours. Those hours earned in excess of the compensatory bank maximum shall be liquidated in cash.

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

E. **DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT**

VACANCIES, FILLING OF POSITIONS. Article 16, Sections 3 and 4 of the Master Agreement shall be supplemented and/or modified as follows:

Section 3. Job Posting and Interest Bidding. The Appointing Authority may post vacancies electronically. Such postings will be accessible to employees through use of the agency intraweb and the State Employment Website.

Section 4. Filling of Positions. Classified non-probationary employees in the same class and seniority unit who have made a timely bid shall be considered for the vacancy. When there are less than three (3) bidders for a vacancy, consideration shall be based upon, (but not limited to), the employee's ability to perform the job, the employee's qualifications to perform the job, the employee's current workload, and the employee's classification seniority and may be appointed to the opening prior to filling the vacancy through other means. In situations where there are three (3) or more bidders, the selection shall be limited to the three (3) most senior bidders. Selection from among these bidders may be made without regard to seniority. All employees who submitted a timely bid shall be notified in a timely manner of its acceptance or rejection. If the vacancy is not filled by this method, then it shall be filled pursuant to Article 16, Section 4(A) and (B) of the Master Agreement.

LAYOFF AND RECALL. Article 17, Section 3(A)(3), of the Master Agreement shall be supplemented and/or modified as follows:

Within a particular office, seasonal employees shall be permanently laid off prior to the permanent layoff of unlimited employees within the same class. If, after the permanent layoff of the seasonal employees, permanent layoffs are still necessary, such layoffs shall be made pursuant to this Supplement and the Master Agreement.

SENIORITY. Article 15, Section 1(B) of the Master Agreement shall be supplemented or modified as follows:

- A. For purposes of seniority, the classes Jobs & Training Interviewer, Unemployment Insurance Representative, Jobs & Training Representative, and Unemployment Insurance Operations Analyst are related during the life of this current Agreement.

BENEFITS. Articles 10 (Vacation), 11 (Holidays), 12 (Sick Leave) and 20 (Insurance) shall be modified and/or supplemented as follows:

1. Employees called back as temporary/emergency employees during seasonal or permanent layoff shall be eligible for all benefits/accruals they would have received while in their benefit eligible employment condition.
2. This provision shall only apply to temporary/emergency employees who are in seasonal or permanent layoff status.

F. **MINNESOTA MANAGEMENT & BUDGET**

CPA EXAMINATION. The provisions of the Master Agreement are supplemented as follows:

Effective July 1, 2007, and dependent upon the availability of funds and the operational needs of Minnesota Management & Budget, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1,000) to employees in the Finance Specialist series and Accounting Officer series described below who have demonstrated satisfactory or above performance and have not received any discipline in the previous twelve (12) months, and who have received notification of passing all four (4) parts of the CPA examination. The employee must be employed with Minnesota Management & Budget at the time that at least one (1) section of the examination is taken and passed.

Accounting Officer
Accounting Officer, Intermediate
Accounting Officer, Senior
Accounting Officer, Principal
Finance Specialist 1
Finance Specialist 2
Finance Specialist 3

For employees in these classes who pass all four (4) parts of the CPA examination and remain employed with Minnesota Management & Budget for at least one (1) year after the date on which they received notice of passing all four (4) parts of the CPA examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000), provided the employee continues to meet the above-described performance and discipline standards.

G. **DEPARTMENT OF HEALTH**

CALL-IN, CALL-BACK, ON-CALL. Article 25, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

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

Article 25, Section 2 of the Master Agreement shall be supplemented and/or modified as follows:

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

An employee of the Department of Health who is on-call as defined above shall be compensated at a flat base rate of one hundred and fifty dollars (\$150) per week of assigned on-call duty.

In addition, employees will be paid the following amounts per week based on the calls received and responded to during non-work hours:

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

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

PERSONAL VEHICLE USAGE. Article 18, Section 2 of the Master Agreement shall be supplemented as follows:

Employees shall not be required to transport other employees or other persons associated with their State employment in their personal vehicle.

H. **DEPARTMENT OF HUMAN SERVICES**

STATE OPERATED SERVICES (SOS) AND MN SEX OFFENDER PROGRAM (MSOP) ONLY:

WORK ON A HOLIDAY

Article 11, Section 5 shall be supplemented as follows:

An employee shall receive a holiday bonus of thirty dollars (\$30.00) for each four (4) hours or portion thereof worked up to a maximum of sixty dollars (\$60.00) for those hours specifically assigned by the supervisor and worked on the holiday.

Vacancies, Filling of Positions

Art 16 Sect 4.B – Claiming shall be supplemented as follows:

If the vacancy is not filled as provided in Article 16 Sect 4.A, the Appointing Authority shall consider claims of eligible Bargaining Unit employees facing layoff who request a transfer or demotion to a class (or class option) in which the employee served or for which the employee is determined to be qualified by the Employer.

Instead of accepting a claim, the Appointing Authority may choose to fill the vacancy by promoting a seniority unit employee or an employee from a different SOS/MSOP seniority unit whose name was on a multi-source roster for the classification of the claimed position at the time the vacancy was first claimed, or by accepting the voluntary transfer or demotion of a current seniority unit employee or an employee from a different SOS/MSOP seniority unit on notice of permanent layoff. If the Appointing Authority determines to fill the resulting vacancy, and it is not filled by an interest bidder or a recall from the seniority unit layoff list or the transfer or demotion of a seniority unit employee or other SOS/MSOP employee who has received notice of permanent layoff, the Appointing Authority must consider interested and eligible claimers who were not selected for the original vacancy due to the promotion, transfer or voluntary demotion of a current seniority unit employee, prior to using any other vacancy filling method in 4(C) and prior to the consideration of any additional claimers for the resulting vacancy.

The receiving Appointing Authority shall determine if the employee is qualified for the position, and if so, shall not unreasonably deny the request (see the provisions of Article 17, Section 3(A)(5), regarding employee requests to claim positions in other seniority units to avoid layoff or bumping).

Layoff and Recall

Article 17, Section 2 – Labor-Management Cooperation and Article 17, Section 3.A Layoff Procedures shall be modified as follows:

Once the decision for permanent layoff has been made the following shall be included in the layoff procedures:

- Employees with more classification seniority may volunteer to be laid off in lieu of less senior employees who would otherwise be laid off. Volunteers will be in the following order: most senior volunteers, first; least senior volunteers, last.
- Employees at risk of lay off must be capable and qualified to fill the position of the more senior employee volunteering to be laid off.

HEALTH AND JOB SAFETY

INFECTIOUS AND CONTAGIOUS DISEASES

Article 22 shall be supplemented as follows:

Where infectious or contagious diseases are diagnosed among the resident population of a facility, upon request of the Association, representatives of the facility and central office shall meet promptly with Association Representatives to determine what steps, if any, are necessary to educate employees about the disease(s) and to determine what steps, if any, are necessary to safeguard the health and safety of the employees as well as the residents. An employee who may be at risk to exposure to an infectious agent(s) as a result of responsibilities for the care of a resident shall be informed of the resident's diagnosis or possible diagnosis by the facility according to facility policy and procedure.

WAGES

HOSTAGE LEAVE

Article 24, Section 9 of the Agreement shall be modified as follows:

The Employer and the Association agree that employees who suffer a disabling injury as a direct result of a life-threatening hostage incident, shall be authorized by the Appointing Authority for injured on duty pay on the basis of stress related illnesses suffered without demonstration of physical injury.

The Appointing Authority may require the employee to provide a statement from the employee's medical or mental health provider verifying the employee's condition and the anticipated time needed before the employee is able to return to his or her work duties. In no case shall injured on duty pay extend beyond 240 hours.

CALL IN, CALL BACK, ON-CALL

ON-CALL PAY

Article 25, Section 2 of the Agreement shall be modified as follows:

An employee who is instructed to be in 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. 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 three (3) consecutive hours, unless the on-call assignment occurs on the employee's day off. If the on-call assignment occurs on the employee's day off, it shall be for no less than eight (8) consecutive hours.

HOURS OF WORK AND OVERTIME

Article 27, Section 1 (A) shall be supplemented as follows:

- A. **Scheduling**. The Appointing Authority shall provide no less than fourteen (14) calendar days notice to the affected employee(s) prior to making a change in the days of work, hours of work or the length of the work day of full-time employees.

If the Appointing Authority changes an employee's scheduled day(s) off with less than fourteen (14) calendar days notice to the affected employees and the employee is scheduled to perform work at a time specifically designated by the Appointing Authority, the employee shall receive ten dollars (\$10.00) for each four (4) hours or portion thereof worked on the original day off up to a maximum of twenty dollars (\$20.00).

If the Appointing Authority changes an employee's scheduled hours of work by four (4) hours or more with less than fourteen (14) calendar days notice to the affected employee and the employee is scheduled to perform work at a time specifically designated by the Appointing Authority, the employee shall receive ten dollars (\$10.00) for each four (4) hours or portion thereof worked outside the normally scheduled hours of work, up to a maximum of twenty dollars (\$20.00).

OVERNIGHT ACTIVITIES

The total compensation granted to 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 and twelve (12) hours at the appropriate overtime rate per Article 27, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.

MINNESOTA EXTENDED TREATMENT OPTIONS (METO) ONLY:

ADMINISTRATIVE OFFICER OF THE DAY

Employees in the following classifications, Psychologist 2, Behavior Analyst 3, Behavior Analyst 1, and Intermittent Investigator Senior may be assigned Administrative Officer of the Day (AOD) duties.

Compensation for performing as AOD will be the same as the Officer of the Day Differential as defined in the current Middle Management Association contract.

DEPARTMENT OF HUMAN SERVICES **ALL FACILITIES**

MEMORANDUM OF UNDERSTANDING

SENIORITY

This memorandum of understanding is made and entered into between the State of Minnesota and its Department of Human Services (Employer) and the Minnesota Association of Professional Employees, MAPE (Association), on this 26th day of August, 1988.

The terms of this memorandum are limited to those employees in positions in the Regional Treatment Centers and Nursing Homes effected by the Behavior Analyst/Recreation Therapist study which was implemented on August 19, 1987.

The Parties agree to supplement and/or modify Article 15, Seniority, and Article 16, Vacancies, Filling of Positions, of the Master Agreement as follows:

Class seniority for employees whose positions were reallocated to an equal class and who subsequently return to their initial class shall include the service in both classes.

I. **IRON RANGE RESOURCES**

Article 27, Sections 6 and 9(C) shall be modified and/or supplemented as follows:

The compensatory bank shall be one hundred twenty (120) hours for all employees of the IRR.

The compensatory bank shall be liquidated on the last day of the last full pay period in September for all I.R.R. employees.

J. **DEPARTMENT OF LABOR AND INDUSTRY**

1. **Election of Sexual Harassment Prevention Facilitators.** Article 1, Association Recognition, shall be supplemented and/or modified as follows:

A. The parties agree to the election of "facilitators" as constituent group (bargaining unit) representatives for the specific and limited purposes of:

- a. assisting employees in their use of the complaint procedure, and
- b. making recommendations to management (Affirmative Action Council) on policy, procedure, and training.

B. Such facilitators have no authority to affect bargaining unit members' terms and conditions of employment.

C. Such facilitators do not replace and/or modify the role of the exclusive representative in the grievance process, agency sexual harassment complaint procedures, or other contractual or statutory representative functions.

2. **Seniority and Layoff and Recall.** Article 15, Section 3 and Article 17, Section 3 of the Master Agreement shall be supplemented and/or modified as follows for all employees who work in the Special Fund and who were reclassified into the new classification Workers' Compensation Claims Management, Intermediate effective February 27, 1993:

A. **Seniority.** When two (2) or more employees have the same classification date as a result of the reclassification referenced above, seniority in the class to which the employees were reclassified shall be determined by the date the employee entered the class Workers' Comp. Spec., Int., as modified to exclude time worked outside the bargaining unit pursuant to Article 15, Section 1.(C). Any employee within the scope of this provision who did not hold the class Workers' Comp. Spec., Int. shall be preceded on the seniority roster by those employees who held that class. Should a tie still exist, seniority positions shall be determined by state seniority and then by lot. The seniority roster for the classification Workers' Compensation Claims Management Specialist, Int. dated May 31, 1993 properly reflects the initial application of this provision to the affected employees.

B. **Layoff and Recall.** An employee within the scope of this provision who is issued a permanent layoff notice shall have his/her seniority in their former classes count for bumping purposes in the following manner:

1. An employee who is issued a notice of layoff shall first follow Article 17, Section 3A4a. If there is no vacancy, then the employee shall either bump the least senior employee in accordance with Article 17, Section 3A4a(1) or accept a vacancy in accordance with Article 17, Section 3A4a(2), the least senior employee is determined in accordance with A. (above).
2. If neither of the options in Article 17, Section 3A4a are available the employee's seniority in his/her former classes shall count toward time served in the new class for bumping to the lower new class in accordance with the following chart:

TIME SPENT AS
(Old Class)

Workers' Comp. Specialist
Workers' Comp. Spec., Int.

CONVERTS TOWARD TIME IN
(New Class)

Workers' Comp. Claims Mgmt, Spec.
Workers' Comp. Claims Mgmt, Int.

3. In order for an employee to be able to bump into the lower class, the employee has to have either served in the new class or will have to meet the eligibility requirements in the new class.

K. MINNESOTA STATE LOTTERY

LUNCH REIMBURSEMENT. Article 18, Section 5.B. shall be supplemented and/or modified as follows:

For purposes of calculating mileage eligibility for a noon meal, a Lottery Sales Representative (LSR) assigned a state van shall be considered to have a permanent work station at home if he/she resides within the assigned territory. If the LSR does not reside within his/her assigned territory, the permanent work station shall be the nearest border entry to the territory from the LSR's home. Retail locations within an LSR's assigned territory shall not be considered temporary work stations for application of this contract provision.

HOURS OF WORK AND OVERTIME. Article 27 shall be supplemented and/or modified as follows:

For the purpose of calculating hours of work, a Lottery Sales Representative (LSR) assigned a state van shall be considered to begin working hours when he/she leaves the permanent work station and to end working hours when he/she returns to the permanent work station. For the purpose of calculating hours of work, the permanent work station of an LSR assigned a state van shall be the LSR's home if he/she resides within the assigned territory or at the nearest border entry to the territory from the LSR's home if he/she does not reside within the assigned territory.

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

Any LSR assigned a state van who does not currently reside within his/her territory shall not be charged for "commuting" miles. Any LSR assigned a state van in the future who does not reside within his/her territory due to reassignment, realignment, or any other action taken by the State Lottery at its discretion shall not be charged for "commuting" miles. Any LSR assigned a state van who resides within their territory shall not be charged for "commuting" miles.

FLEXTIME SCHEDULE. Article 17, Section 9(A)2 shall be supplemented and/or modified as follows:

POLICY

It is the policy of the Minnesota State Lottery to provide a flextime scheduling plan for its employees so long as the plan and individual schedules within the plan are consistent with the requirements of the Lottery and the provisions of applicable collective bargaining agreements or plans established pursuant to M.S. 43A.18, and do not adversely affect the Lottery's ability to achieve its goals and objectives. Flextime will benefit both the Lottery and the employees by providing opportunities for:

1. expanded hours of service to the public;
2. better utilization of office facilities or equipment;
3. uninterrupted work time;
4. greater productivity as a result of greater employee job satisfaction or accommodation of an individual's peak performance time during the day;
5. greater employee control over their work time and their personal and family life needs as well as those of the job; and
6. reduced costs to the state.

Under flextime scheduling, employees have the opportunity to request an adjustment to their work schedule so long as it does not result in payment of overtime and is consistent with the requirements of law, collective bargaining agreements/plans, and Lottery policy.

Management retains the authority for approving, modifying, denying or terminating individual schedules when, in management's judgment, they affect service to clients, or the operation of the Lottery, its divisions, offices, activities or work units.

DEFINITIONS

BAND WIDTH is the specific period of each day within which flextime schedules will be allowed. The Lottery has established 6:00 a.m. as the earliest possible starting time and 7:00 p.m. as the latest possible ending time.

CORE TIME is the specific period of each day when all full-time employees are required to be at work. The core time for the Lottery is 10:00 a.m. to 2:30 p.m. for normal or flextime work schedules.

FLEXTIME, for purposes of the Lottery, means a plan of alternative work schedules available to employees upon request and supervisory approval. Flextime consists of recurring and predictable schedules, consecutive hours in each workday, and additionally, for full-time employees, the band width, the core time, and 40 hours of work each work week.

NORMAL OFFICE HOURS are the hours from 8:00 a.m. to 5:00 p.m. each work day when the Lottery's offices will be open and staffed to provide services to clients.

NORMAL WORK DAY consists of no more than 10 hours of work within a 24 hour period, exclusive of an unpaid meal period.

NORMAL WORK WEEK, for purposes of flextime scheduling, shall start at the middle of the workday of Friday and continue through the middle of the workday of the following Friday.

WORK UNIT consists of a group of employees all of whom are immediately supervised by the same supervisor.

SCHEDULES

The flextime scheduling plan is designed to accommodate schedules which consist of the following:

1. work schedules for full-time employees within the band width;
2. work schedules for full-time employees which include the core time;
3. work schedules for part-time employees which accommodate the needs of the work unit and the employee;
4. unpaid meal, periods of 30 minutes, 45 minutes, or 60 minutes in length at approximately the midpoint of the work day.

Potential work schedules available under this flextime policy and plan include, but are not limited to the following (each must total 80 hours in a biweekly pay period):

- four days worked each week, ten hours worked each day;
- four days worked with nine hours and one day worked with four hours each week;
- four days worked with nine hours in one week; four days worked with nine hours and one day worked with four hours in the other week;
- combinations of five work days in each week that are between 6 and 9 hours in length.

IMPLEMENTATION

The Lottery's Flextime Policy and Plan is effective immediately. Upon implementation of the flextime plan, work schedules of all employees will be posted, if required by collective bargaining agreement, or maintained by the Personnel Office and/or the immediate supervisor.

Any employee who is currently working on an approved schedule may continue that schedule unless management of the Lottery changes that schedule in accord with the provisions of the applicable collective bargaining agreement or plan. Any employee who wishes to change his/her current schedule should initiate the following procedures.

PROCEDURE

1. The employee shall submit a written request for a specific schedule to his/her immediate supervisor at least 14 calendar days prior to the date the new schedule would go into effect, if approved.
2. The immediate supervisor shall review the request and determine to approve or deny the request taking into consideration at least the following factors:
 - a. Benefits to be gained as outlined in the above policy statement;
 - b. Adverse effects which might result from the requested schedule;
 - c. Requests for flextime schedules from other employees of the work unit;
 - d. Duties and responsibilities of the employee's position and whether they can be effectively and efficiently performed during the requested schedule;
 - e. Level of staffing and supervision necessary at various times of the work day and week to ensure that the work unit's activities are accomplished effectively and efficiently;
 - f. Level and quality of service provided to the work unit's customers;
 - g. Schedule of other employees within the activity area, office, division or Lottery with whom the requesting employee or the work unit must coordinate activities;

- h. Additional costs or liabilities to the Lottery which would result from the requested schedule; and/or
 - i. Any other considerations as appropriate to the work unit.
- 3. If there are conflicting requests from employees and the needs of the work unit require that not all requests may be approved, the supervisor will approve (if all other factors indicate approval) the request submitted by the employee with the most state seniority. Should conflicts still exist, they will be resolved by lot. No request may be unreasonably denied.
- 4. The immediate supervisor will provide the employee with written notice and explanation of the decision within 7 calendar days of receipt of the request. A copy of the supervisor's decision must be provided to the Personnel Office.

WORK SCHEDULE CHANGES

Management initiated changes in an employee's permanent schedule will be made in accord with applicable collective bargaining agreements or plans, provided that an employee will be given written notice of the change at least 14 days in advance of the effective date.

Employee initiated requests for a permanent schedule change will be in accord with the procedure contained in this document provided that an employee's request to change his/her approved work schedule will not be approved if it would adversely affect the approved schedule of another employee.

Upon mutual agreement of the immediate supervisor and the employee, an employee's schedule may be altered for a duration of no more than 14 consecutive calendar days at a time without regard to the above provisions.

APPEALS

An employee may appeal the decision of an immediate supervisor to deny, modify or revoke a flextime schedule to the second level supervisor who shall respond in writing and, if not resolved, to the division head or designee who shall respond in writing. The decision of the division head or designee is final and may not be grieved under the grievance provisions of the applicable collective bargaining agreement or plan unless the action giving rise to the appeal is a violation of a specific provision of that collective bargaining agreement or plan.

L. MINNESOTA STATE ACADEMIES

LAYOFF AND RECALL. Notwithstanding Article 17, Layoff and Recall, Section 3(F), Recall, the following recall provisions shall apply to the Minnesota State Academies:

The Appointing Authority shall notify all employees of all summer school openings. 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 school. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Association 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, whenever necessary, to carry out the functions and needs of the summer school programs. Notification of intent to return to work may be made in writing and hand delivered, provided that a written receipt of such notification is given.

EXTRACURRICULAR ASSIGNMENTS. Article 24 shall be amended as follows:

Payment to employee who are offered and accept extracurricular assignments shall be paid the same rates specified in the 2007-2009 State Residential Schools Education Association Agreement.

M. **MINNESOTA STATE COLLEGES AND UNIVERSITIES (MNSCU)**

I. **UNCLASSIFIED EMPLOYEES AS PER MS 43A.08, Subd. 1 (9) (excluding Customized Training Representatives).** Article 8, Discipline and Discharge; Article 9, Grievance Procedure; Article 16, Vacancies, Filling of Positions; and Article 17, Layoff and Recall; shall be supplemented and/or modified as follows:

A. Employees who have more than one year of continuous employment (without a break in service) in a single MnSCU Academic Professional 1, 2, 3 or 4 position (a position in the same class/option and same seniority unit) that is a minimum of fifty percent (50%) of a full-time equivalent position in state service shall:

1. be eligible for all rights under Article 8, Discipline and Discharge, including "just cause" and access to the arbitration level of the grievance procedure;
2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force or if he/she meets any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;
3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force;
4. be given, at minimum, forty-five (45) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force; and
5. upon involuntary separation due to reduction in force, have the right to express interest for any MAPE unclassified vacancies posted within MNSCU for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority's Human Resource Director prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.

B. Employees who have two (2) or more years of continuous employment (without a break in service) in a single MnSCU Academic Professional 5 or 6 position (a position in the same class/option and same seniority unit) that is a minimum fifty percent (50%) of a full-time equivalent position in state service shall:

1. be eligible for all rights under Article 8, Discipline and Discharge, including “just cause” and access to the arbitration level of the grievance procedure;
 2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force or if he/she meets any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;
 3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force;
 4. be given, at minimum, forty-five (45) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force; and shall,
 5. upon involuntary separation due to reduction in force, have the right to express interest for any MAPE unclassified vacancies posted within MNSCU for a minimum of six (6) months following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority's Human Resource Director prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.
- C. Unclassified employees who change class or class option, or who move to another MnSCU Appointing Authority, shall be subject to a mandatory six (6) month period of service without the provisions of I.A. and B above. However, by prior written notice from the Appointing Authority, the mandatory period of service may be eliminated or set at any length of time from zero (0) to twelve (12) months. An employee who does not successfully complete the mandatory period of service shall have the following options:
1. Return to the former position if vacant or occupied by a temporary unclassified employee and if agreed to by the Appointing Authority.
 2. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.
- If the employee is not reappointed under options 1 or 2, the employee's employment may be terminated.
- D. Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees shall notify the appointing authority that they are interested in the positions by written notice to the Appointing Authority's Human Resources Manager prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. All employees (including those with less than one year of service) shall be eligible for this provision.

II. CUSTOMIZED TRAINING REPRESENTATIVES

A. **WAGES.** Article 24, Wages of the Master Agreement shall be modified as follows:

1. Placement at a rate within the range for new hires is at the discretion of the Appointing Authority.
2. Across-the-board increases shall be granted as per the Master Agreement.
3. Effective July 1, 2009, this paragraph [Section II, A, (3)] shall be suspended for the period from July 1, 2009 through June 30, 2010. Employees shall be eligible for annual progression increases and incentive bonuses in accordance with the current MnSCU procedure #CMP005 Customized Training Representative Compensation. No progression increase shall be less than three and one-half percent (3 1/2%). Bonus or incentive programs may be instituted at the discretion of the Appointing Authority. Bonuses, when added to the base pay, may cause the total compensation to exceed the salary range.

B. **PERFORMANCE GOALS.** Article 6, Employee Rights; and Article 24, Wages shall be modified as follows:

Effective July 1, 2009, paragraphs 1, 2, and 3, below shall be suspended for the period from July 1, 2009 through June 30, 2010.

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set two levels of annual goals and objectives. Progress toward meeting the goals and objectives should be reviewed with the employee periodically throughout the fiscal year.
2. Level one goal(s) and objective(s) shall establish the level of performance necessary to determine continuance of employment and progression increases for the next fiscal year.
3. Level two goal(s) and objective(s) shall be set to determine the exceptional performance standards for incentive bonuses for the next fiscal year.

Effective July 1, 2009 and through June 30, 2010, paragraphs 1 and 2 below shall replace paragraphs 1, 2, and 3 above.

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set annual goals and objectives. Progress toward meeting the goals and objectives should be reviewed with the employee periodically throughout the fiscal year.
2. Goals and objectives shall establish the level of performance necessary to determine continuance of employment.

C. **DISCIPLINE AND DISCHARGE OF EMPLOYMENT.** Article 8, Discipline and Discharge; and Article 9, Grievance Procedure shall be modified as follows:

1. The basis for discipline, including discharge, shall not be arbitrary or capricious.

2. The employee may appeal the discipline or discharge up to and including the college president. The appeal meeting may include the employee and his or her Association representative(s). The college president shall have the right to sustain or dismiss actions of discipline and/or discharge. Such decision(s) of the college president shall be final and not grievable.

D. **INVOLUNTARY SEPARATION DUE TO A REDUCTION IN FORCE**. Article 17, Layoff and Recall shall be modified as follows:

1. Customized Training Representatives who have served for three (3) or more years without a break in service in a single Customized Training Representative position within the same seniority unit, that is a minimum fifty percent (50%) of a full-time equivalent position, and who are involuntarily separated from their position due to a reduction in force shall be eligible for the following benefits.
 - a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated or if he or she meets any of the other eligibility provisions of Master Agreement, Article 13, Severance.
 - b. Customized Training Representatives shall be eligible for six (6) months of Employer Contribution toward their health and dental insurance following their date of involuntary separation.
 - c. Customized Training Representatives shall be given a minimum of forty-five (45) calendar days notice prior to their last day of work due to an involuntary reduction in force.
 - d. Customized Training Representatives who are involuntarily separated shall be allowed to express interest for any permanent unclassified vacancies posted within MnSCU for a minimum of six (6) months following the date of their involuntary separation. Customized Training Representatives shall notify the Human Resource Director prior to the application deadline. If the Customized Training Representative meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.

III. **SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS**

- A. Pursuant to Minn. Stat. Sections 354C.12 and 356.24 and beginning on July 1, 2007, the Employer shall deduct for eligible employees an amount equal to five percent (5%) of the annual salary for each eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to one thousand and six hundred dollars (\$1,600) to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. Beginning on July 1, 2008, the Employer shall deduct for eligible employees an amount equal to five percent (5%) of the annual salary for each eligible employee after the first six thousand dollars (\$6,000) in each fiscal year up to one thousand and seven hundred dollars (\$1,700) to be paid into the employee's supplemental retirement account of the Defined Contribution Retirement (DCR) fund. The employer shall make a contribution in an amount equal to the deductions made from the employee's salary. Deductions shall begin in the fiscal year following the employee's eligibility as outlined in Section III B. below.

- B. Eligible employees for the purposes of this section are those who:
 - 1. occupy positions designated by MnSCU in the academic unclassified service under the provisions of Minn. Stat. Section 43A.08, Subd. 1(9), including Customized Training Representatives; and
 - 2. have completed two (2) years of full-time unclassified service within MnSCU as outlined in the DCR Plan document.

IV. **SIGN LANGUAGE INTERPRETERS**

The Appointing Authority shall, at the request of employee(s), discuss the need for “preparation time,” taking into consideration the range of duties, the needs of the student, and the interpreter’s experience with the subject matter, on a case-by-case basis.

V. **SENIORITY.**

Article 15, Seniority, of the Master Agreement shall be supplemented and/or modified as follows:

- A. Academic year breaks shall not constitute a break in continuous service.

VI. **INSURANCE.**

Article 20, Insurance, of the Master Agreement shall be modified as follows:

- A. Employees who were eligible for and received a full or partial employer insurance contribution from a Technical College or member school district prior to July 1, 1995, shall be eligible for the full or partial State contribution based on the following hours of work: Full contribution - at least 1,155 hours per year; Partial contribution - at least 770 hours per year.
- B. An employee who was eligible for and participating in a health, dental or life insurance program provided through their Technical College employment as of June 30, 1995, shall remain eligible to participate in the State group (at the employee’s expense) even if the employee does not work sufficient hours to qualify under this Supplemental Agreement.
- C. All other employees receive insurance as per the Master Agreement.

VII. **TUITION WAIVER.**

Full-time unlimited, full-time seasonal, part-time unlimited and part-time seasonal employees, classified and unclassified, shall upon completion of three (3) years of continuous employment (without a break in service) in the MnSCU system be entitled to enroll on a space-available basis in credit courses without paying tuition. The employee will pay all applicable fees. Such enrollment shall not exceed twenty (20) semester credits per year. For purposes of tuition waiver, the year is considered to run from the start of the fall session through the end of the summer session. Employees of a State University may have tuition waived at any State University. Employees of a Community College or Technical College or co-located College may have tuition waived at any Community College or Technical College or Co-located College. Employees of the MnSCU System Office may have tuition waived at any State University, Community College, Technical College, or Co-located College by making a choice once each contract period to use the tuition waiver for one of the various systems. The employee's spouse or dependent children may share this right up to sixteen (16) credits.

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

VIII. **MNSCU EMPLOYEES AFFECTED BY CO-LOCATION UNDER A BOARD APPROVED PLAN.** This section shall continue in effect unless either party provides thirty (30) days advance notice, in writing, of their intent to discontinue this section.

A. **CLASSIFIED EMPLOYEES.** Article 6, Employee Rights; Article 13, Severance; Article 16, Vacancy and Filling of Positions; and Article 17, Layoff and Recall shall be supplemented and/or modified as follows. (These provisions are only available to permanent, non-probationary employees):

1. **Vacancy protection.** Vacancies at institutions going through reorganization due to co-location shall not be subject to the "claiming" provisions of Article 16, Vacancy and Filling of Positions of the Master Agreement; nor shall they be subject to filling through recall lists (other than seniority unit layoff lists) in Article 17, Layoff and Recall, of the Master Agreement. The Association and the Appointing Authority may mutually agree to restore the provisions of the above-mentioned Master Agreement if a determination is made that employees within the seniority unit are not eligible and/or available.

2. **Separation options.** Employees may select one of these options. (Employees who select an enhanced option must separate completely from their employment):

a. A one-time severance payment based on five percent (5%) of the employee's salary base or wage or \$1,250.00 multiplied by the number of years of service, whichever is greater. In no event shall the amount exceed \$7,500.00; or

b. Tuition, fees, books, travel expenses, career guidance and related expenses at a public institution of post-secondary education up to the amount of the severance payment specified in a. above; or

c. Normal severance as per the Master Agreement.

3. **Training.**

- a. Application of Minn. Stat. 43A.04 Subd. 9, for a vacancy in MnSCU.
- b. Job and Training opportunities as per Article 17, Section 2 of the Master Agreement.

4. **Layoff Provisions.**

- a. Length of required notice as specified by the Master Agreement.
- b. Claiming per the Master Agreement with MnSCU discretion to extend if mutually agreeable.
- c. Employees who were considered full time under a Technical College contract but worked less than 40 hours a week, shall be treated as full time if they are laid off. Such employees shall not have their hours of work reduced below thirty two (32) hours per week except through layoff.
- d. Other contractually provided layoff provisions including layoff mitigation as per Article 17, Section 2.
- e. Seniority for employees of the Community Colleges and the State Universities that co-locate with a Technical College shall be calculated based on the Technical College seniority provision above for purposes of layoff:

B. **UNCLASSIFIED EMPLOYEES (Minn. Stat. 43A.08, Subd. 1 (9)).** These provisions are available only to employees who have three (3) or more years of continuous employment (without a break in service) in a single position (a position in the same class/option and same seniority unit) that is a minimum fifty percent (50%) of a full-time equivalent position in state service. Article 6, Employee Rights; Article 13, Severance; Article 16, Vacancy and Filling of Positions; and Article 17, Layoff and Recall shall be supplemented and/or modified as follows:

1. **Separation options.**

- Employees may select one of these options. (Employees selecting an enhanced option due to job loss must separate completely from their employment):
- a. A one-time severance payment based on five percent (5%) of the employee's salary base or wage or \$1,250.00 multiplied by the number of years of service, whichever is greater. In no event shall the amount exceed \$7,500.00; or
 - b. Tuition, fees, books, travel expenses, career guidance and related expenses at a public institution of post-secondary education up to the amount of the severance payment specified in a. above; or
 - c. Normal severance as per Article 13 of the Master Agreement.

2. **Training.**

- a. Application of Minn. Stat. 43A.04 Subd. 9, for a vacancy in MnSCU.

- b. Job and Training opportunities as per Article 17, Section 2, of the Master Agreement.

IX. **VACATION**

Article 10, Vacation Leave, shall be modified as follows:

Seasonal employees may use vacation on non-scheduled work days within their season and, at the discretion of the Appointing Authority, employees may use accumulated vacation prior to and/or after their first and last scheduled work days each fiscal year. The amount of vacation used under this provision shall not exceed the maximum number of hours specified in Article 10 Vacation, Section 6 Vacation Transfer and Liquidation.

X. **HOLIDAYS**

Article 11, Holidays, shall be modified as follows:

- A. **HOLIDAY ACCRUAL.** Holiday pay shall be computed based on the average number of hours the employee was in payroll status (including hours worked, paid vacation, paid sick leave, compensatory time off, or paid leave of absence) in their previous three (3) pay periods (excluding pay periods containing a holiday or an academic break/seasonal time off). Eligible employees who normally work less than full-time shall have their holiday pay prorated using the above criteria and schedule set forth in Appendix B.
- B. **SUBSTITUTE HOLIDAYS.** After consultation with the Association, College or University administrators may designate a substitute holidays for those listed in Article 11 of the Master Agreement in order to conform with their academic calendars. The college or university shall notify the executive director of the Association of change via regular or electronic mail.

XI. **SEASONAL MEMORANDUM OF UNDERSTANDING.**

- 1. **Definition of an Academic Year Seasonal Employee.** An academic year seasonal employee is an employee whose season is equal to the length of the academic year as established by the college/university administration plus, at the administration's discretion, a maximum aggregate total of four (4) weeks before or after the established academic year begins and ends. Such employees shall be considered to have an employment condition of seasonal part-time or seasonal full-time. Academic year seasonal employees are expected to return to work each year.
- 2. **Summer Employment.** When there is a need for summer work, a separate intermittent unlimited position shall be established. Intermittent unlimited positions established for this purpose will be ongoing and will be posted/filled in accordance with the Master Agreement. Intermittent employees shall be scheduled as needed and acceptance of an intermittent position will not guarantee summer employment in subsequent years. An academic year seasonal employee appointed concurrently to an intermittent unlimited position shall be covered by the MAPE agreement and shall receive paid holidays and accrue vacation and sick leave consistent with the Master Agreement during the intermittent employment.

3. **Employee Notice.** During spring session of each academic year, each seasonal employee shall be provided, in writing, with notice of their schedule for the next academic year, including the start and end dates, seasonal breaks, scheduled holidays and the number of days before or after the academic year that may be used for vacation, compensatory time or alternate holidays. The written notice referenced above shall be provided at least fourteen (14) days prior to the end of the employee's season and shall be in lieu of the seasonal layoff and recall provisions of Article 17, Section 4.
4. The parties agree that employees shall continue to be eligible for insurance benefits during seasonal breaks as provided in Article 20, Section 3D of the Master Agreement.

XII. **NEW STAFF DEVELOPMENT JOINT TASK FORCE**

A joint taskforce shall be established and composed of eight (8) representatives of the Appointing Authority and eight (8) employee representatives selected by MAPE. The joint taskforce shall be convened by MnSCU Labor Relations and shall be charged with discussing MAPE's participation in planning for individual staff development and campus-wide training. This may include joint participation with other union's activities. The time spent working on this taskforce by MAPE employees shall be paid release time.

N. **DEPARTMENT OF NATURAL RESOURCES**

1. **HOURS OF WORK AND OVERTIME.**

Article 27, Section 1, shall be supplemented as follows:

COMPENSATORY BANK. The DNR may establish the maximum amount of hours that may be in the compensatory bank at a given time for each division or bureau provided the amount is not less than forty (40) hours nor more than one-hundred and twenty (120) hours. Those hours earned in excess of the compensatory bank maximum shall be liquidated in cash.

The compensatory bank may be liquidated once annually by division or bureau with at least 60 calendar days advance notice to the Association. Any cash payment of unused compensatory time shall be at the employee's current rate of pay.

Article 27, Section 3, shall be supplemented as follows:

- A. **OUT-OF-STATE FIRE FIGHTING.** Overtime will be paid in cash at the rate of time and one-half for out-of-state fire fighting provided the out of state jurisdiction, state or federal, pays similar professional employees at the rate of time and one-half for fire fighting work on the same fire.
- B. **IN-STATE FIRE FIGHTING, DNR JURISDICTION.** Hours worked on wildfire fire fighting activities will be paid in cash at the appropriate overtime rate under Department of Natural Resources Operational Order 93, and any revisions thereof except for Division of Forestry employees who shall be excluded from this provision and shall be compensated per Article 27 of the Master Agreement.

- C. **IN-STATE FIRE FIGHTING, FEDERAL JURISDICTION.** Overtime will be paid in cash at the rate of time and one-half for in-state fire fighting federal jurisdiction, provided the federal jurisdiction pays similar professional employees at the rate of time and one-half for fire fighting work on the same fire.
 - D. **ASSIGNMENT TO OTHER OUT-OF-STATE EMERGENCY INCIDENTS.** Overtime will be paid in cash at the rate of time and one-half for out-of-state emergency response assignments (including natural and man caused disasters) provided the out-of-state jurisdiction state or federal, pays similar professional employees at the rate of time and one-half for working on the same incident.
2. **UNIFORMS.** Article 26 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 DNR Operational Order #33 and any revisions thereof shall be furnished a basic issue of such uniforms by the Appointing Authority in their first year of employment.

For employees designated as Occasional Uniform Use - Group 1, whose uniform components are rendered unwearable in the line of duty shall, with the supervisor's approval, have the unwearable uniform item replaced without cost.

Notwithstanding the provisions of Article 26, Section 1, beginning in the second year of their employment, professional employees of the DNR, except Seasonal Naturalists, may use their uniform allotment of one hundred fifty dollars (\$150.00) annually to purchase replacement uniform items. Seasonal Naturalists' uniform allotment shall be ninety dollars (\$90.00), beginning in their second year of employment. If price of parkas and three-season jackets fluctuate by size and by twenty dollars (\$20.00) or more per individual item, the Appointing Authority shall supplement the uniform allotment by the amount of the actual difference in cost that exceeds the regular price.

The Association President shall appoint a member of the Department Uniform Committee.

3. **SENIORITY.**

CLASS SENIORITY. Article 15, Section 1(B) shall be supplemented and/or modified as follows:

Employees who have served at least four (4) continuous years in an unclassified position in the Department and who are appointed after June 30, 1985, to the same classification in the classified service shall have all uninterrupted service in the unclassified position in the department credited toward classification seniority. The crediting of unclassified service shall not be granted until such time as the employee is appointed to the classified service.

SENIORITY ROSTERS. Article 15, Section 3 shall be supplemented and/or modified as follows:

No later than November 30 and May 31 of each year, the DNR shall prepare and post a current seniority roster on the DNR Intranet. The roster shall list each employee in the order of Classification Seniority; and reflect each employee's date of Classification Seniority, date of State Seniority, and class title and date for all classes in which the employee previously served. The roster shall also identify the type of appointment if other than full-time unlimited, and shall include the class option, if any.

4. **SENIORITY AND LAYOFF AND RECALL.** (Forestry) Article 15, Section 3 and Article 17, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

These provisions shall apply to the following:

Employees of the Forestry Division in the obsolete classifications of NR Specialist 1, NR Specialist 2, NR Forestry Staff Specialist, NR Forestry Soil Specialist, and NR Senior Staff Specialist (Forester) who were reclassified effective October 11 and 12, 1989.

- A. **SENIORITY.** After class seniority has been adjusted according to DNR Supplement Agreement #3, when two (2) or more employees have the same classification seniority date because of the implementation of the results of the above listed classification study, seniority positions in the class to which the employees were reclassified shall be determined by the most recent date of entry into a position in the classified service in the bargaining unit. Should a tie still exist, seniority positions shall be determined by state seniority and then by lot.
- B. **LAYOFF AND RECALL.** If an employee is issued a permanent layoff notice his/her seniority in the classes that become obsolete due to the classification study shall count for bumping purposes in the following manner.
1. For purposes of layoff and recall, if none of the options in Article 17, Section 3A4a are available to the employee, the employee's seniority in obsolete classes shall count toward time served in the new classes for bumping to the lower new classes in accordance with the following chart:

<u>TIME SPENT AS</u> <u>(Obsolete Classes)</u>	<u>CONVERTS TOWARD TIME IN</u> <u>(New Classes)</u>
Division of Forestry	
NR Specialist 1 (Forester)	NR Forestry Specialist
NR Specialist 2 (Forester)	NR Forestry Specialist, Int.
NR Forestry Staff Spec.	NR Forestry Specialist, Senior
NR Forest Soil Specialist	NR Forestry Specialist, Senior
NR Senior Staff Specialist (Forester)	NR Forestry Regional Specialist

2. Forestry employees who were reallocated to a supervisory class from an Association represented class as a result of the 1989 study shall also receive seniority credit for time served in obsolete classes according to the above chart for purposes of bumping.
- C. **OTHER PROVISIONS.** The other provisions of the May 24, 1990 MOU relating to the appointment of district foresters and the April 22, 1992 MOU relating to the Trails and Waterways study and seniority rosters shall remain in effect for the duration of this Agreement.
5. **SENIORITY (FISH AND WILDLIFE).** The July 14, 1989 letter relating to seniority tie breaking after class studies will remain in effect for the duration of this Agreement, but only as it applies to the April 29, 1987 Fish and Wildlife study.
6. **INTEREST BIDDING FROM SEASONAL LAYOFF (PARKS).** Article 16, Section 3, shall be supplemented and/or modified as follows:

Permanent non-probationary seasonal classified employees in the Interpretive Naturalist 1 (Parks) classification who are on seasonal layoff may interest bid on the filling of seasonal Interpretive Naturalist 1 (Parks) vacancies by submitting a written application to the Appointing Authority on or before the expiration of the posting to receive consideration. The employer is not responsible for providing any notice regarding these vacancies other than the posting required in the Master Agreement. Seasonal employees may apply for interest bid consideration prior to the posting for the next season by writing to the Park Manager.

June 18, 2007

Ms. Jane Richey, Business Agent
MN Association of Professional Employees
3460 Lexington Avenue North
Shoreview, MN 55126-8072

Dear Jane:

By June 30, 2009, the Appointing Authority will review and update Operational Order #93, Overtime Reimbursement for Wildfire Suppression. The review will include but not be limited to a review of the task lists and compliance with Federal FLSA regulations.

Sincerely,

Patricia Burt
Assistant Administrator
Bureau of Human Resources
651-259-5309

O. **POLLUTION CONTROL AGENCY**

ELECTRONIC COMMUNICATIONS

The employer shall make available to the Association the use of the Electronic Mail and Bulletin system for the communication of official Association business. The PCA may utilize the system for posting vacancies in the MAPE unit, in lieu of posting on bulletin boards. Where access to terminals is an issue, copies of the postings will be made by a designated person and posted in that office or made available to the affected employees. Vacancies shall continue to be posted on the central personnel office bulletin board for MAPE positions and the MAPE office shall continue to be notified as per the Master Agreement.

PAY DIFFERENTIAL

In the event of major spills, bargaining unit members may be designated by the Commissioner of PCA as "Agency Response Commanders." Additional responsibilities and authorities such as planning, assigning, and directing work of other staff may be assigned to the employee. The additional duties of the response commander may be verbally described to the employee by the Commissioner or his/her designee, who shall also provide timely written description of the additional duties. During the course of said designation, the employee shall be paid at the rate of one step higher than their normal pay rate, or to the minimum of the pay range for the supervisory classification Pollution Control Site Response Supervisor, whichever is greater.

P. **DEPARTMENT OF PUBLIC SAFETY**

STATE FIRE MARSHAL'S DIVISION

EXPENSE ALLOWANCES. Article 18, Section 5, of the Master Agreement shall be modified as follows:

Late Night Meal. Late night meal reimbursement in the amount of ten dollars (\$10.00) as verified by receipt may be claimed only if the employee is on duty serving on a crime scene processing team and works four (4) hours between the hours of 7:00 p.m. and 6:00 a.m.

Article 18, Section 6, of the Master Agreement shall be modified as follows:

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

ON-CALL. Article 25, Section 2 of the Master Agreement shall be modified for Twin Cities metropolitan area employees of the State Fire Marshal Division as follows:

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

2. An employee who is instructed to remain in an on-call status shall receive eight (8) hours of overtime compensation for being in on-call status for the week-end for the purpose of conducting required fire investigations.
3. This understanding applies only to the hours between the end of the employee's scheduled shift on Friday and the beginning of the employee's scheduled shift on Monday.

BUREAU OF CRIMINAL APPREHENSION, FORENSIC SCIENCE LABORATORY

MEMBERSHIP IN PROFESSIONAL ORGANIZATIONS. Article 6, Section 6 of the Master Agreement shall be modified as follows:

In each fiscal year, the Appointing Authority shall reimburse Forensic Scientists 1, 2, and 3 for professional dues in job related organizations up to two hundred fifty dollars (\$250.00) providing such employee presents the Department of Public Safety with a voucher indicating prior employee payment.

PROFESSIONAL CERTIFICATION. Effective July 1, 2003 and dependent upon the availability of funds and the operational needs of the Forensic Science Laboratory, the Appointing Authority may provide a lump sum payment of five hundred dollars (\$500.00) to employees in the Forensic Scientist classifications who become certified by a recognized professional forensic certifying body. The certification must be related to the Forensic Scientist's current forensic specialty assignment.

ON-CALL. Article 25, Section 2 of the Master Agreement shall be modified as follows:

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

An employee who is instructed to remain in an on-call status for the purpose of serving on a crime scene processing team shall receive fifteen (15) hours of overtime compensation for being in on-call status for a seven (7) day period. An additional four (4) hours of overtime compensation shall be granted for each legal holiday that occurs within this period.

COMPENSATORY BANK. Article 27, Section 6 of the Master Agreement shall be modified as follows:

The maximum number of hours that may be in the compensatory bank is eighty (80). However, the Appointing Authority may approve a request to carry over up to eighty (80) hours of compensatory time, in lieu of Employer mandated liquidation. Such carry over, when utilized, shall be paid at the hourly rate at which it was earned.

EXPENSE ALLOWANCES. Article 18, Section 5 of the Master Agreement shall be modified as follows:

Late Night Meal. Late night meal reimbursement in the amount of ten dollars (\$10.00) as verified by receipt may be claimed only if the employee is on duty serving on a crime scene processing team and works four (4) hours between the hours of 7:00 p.m. and 6:00 a.m.

CLOTHING. The parties agree to meet and confer regarding issues over clothing and protective wear.

Q. **DEPARTMENT OF REVENUE**

SENIORITY AND VACATION ACCRUALS. Article 15 of the Master Agreement is modified as follows:

State Seniority for all full-time or part-time unlimited employees of the Department of Revenue working on July 1, 1989, shall include actual time worked as a seasonal employee in the Department of Revenue prior to becoming full-time or part-time unlimited employees, provided such time was unbroken by failure to work consecutive seasons and provided the Employer is notified in writing by said employees during the month of September, 1989.

For those employees whose State Seniority is changed pursuant to this section, length of service for purposes of vacation accrual rate calculations shall also be adjusted by an equal number of months of service. Such adjustments to seniority and length of service shall be prospective in effect.

VACANCIES, FILLING OF POSITIONS. Article 16, Section 3, Job Posting and Interest Bidding, of the Master Agreement shall be supplemented and/or modified as follows:

The posting of a vacancy shall not be required if the Appointing Authority offers the vacancy to a seniority unit employee who has received notice of permanent layoff from the same or a transferable or higher classification, or if a vacancy in the same job class, same work unit, same supervisor, and with substantially the same job duties, was posted within the previous thirty (30) days. If no interest bids were received on the original vacancy, the Appointing Authority shall proceed to fill the subsequent position through other means. If interest bids were received on the original vacancy, the Appointing Authority shall consider the remaining interest bidders for the subsequent vacancy, in accordance with Article 16, Section 4, of the Master Agreement.

LAYOFF AND RECALL. (Relationship Between Out of State Offices and Offices in Minnesota)

Article 17, Layoff and Recall, Section 3(A)(4)(b) shall be supplemented and/or modified as follows:

Options more than thirty-five miles from the employee's current work location:

- (1) Accept a vacancy in the same or an equal 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.
- (2) Bump the least senior employee in the same or an equal or lower class or class option in which the employee previously served.
 - a. If the employee receiving notice of layoff is permanently assigned within the State of Minnesota and the least senior employee on a seniority unit wide basis (within and outside the State of Minnesota) in the same, or an equal or lower class or class option in which the employee previously served is permanently assigned to an out-of-state office, the employee receiving notice may choose between bumping the least senior employee in the out-of-state office or bumping the least senior employee within the State of Minnesota.
 - b. If the employee receiving notice of layoff is permanently assigned to an out-of-state office, the provisions of Article 17 shall apply as written in the master agreement.

All other provisions of Article 17, Layoff and Recall, shall apply.

In all cases the employee who is bumping must have more classification seniority, as determined by Article 15 (Seniority) than the employee they bump.

HOURS OF WORK AND OVERTIME. Article 27, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employees in a Revenue Tax Specialist job classification who are assigned to an out-of-state audit assignment shall receive eight (8) hours of compensatory overtime for each such assignment if:

1. The assignment includes at least seven (7) consecutive working days; and
2. The employee is required to be away from home at least one (1) full weekend.

This compensatory overtime shall be administered and liquidated in accordance with all applicable provisions of Article 27, Section 6 of the Master Agreement.

FLEX-TIME. The Appointing Authority and the Association shall meet and confer on flex-time plans. Both parties recognize the need to be in compliance with the Fair Labor Standards Act.

WAGES (OUT-OF-STATE OFFICES). Article 24 of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Differential.

Each employee of the Department of Revenue in the Revenue Tax Specialist classification series who is permanently assigned to one of the out-of-state office locations listed below shall be paid a differential. The differential shall be a percentage of the employee's hourly base rate of pay, rounded to the nearest cent per hour, and shall be included in all payroll calculations, including periods of paid leave. For the purpose of determining any change in salary pursuant to the provisions of Article 24, the differential shall be removed from the employee's current rate of pay and recomputed upon the employee's new hourly base rate of pay.

The differentials for existing locations shall be as follows:

<u>Location</u>	<u>Differential prior to 2001-2003</u>	<u>Differential effective 2001</u>	<u>Differential effective 2003</u>	<u>Differential effective 2005</u>	<u>Differential effective 2007</u>
Atlanta	20 percent	10 percent			
Boston		30 percent			
Chicago	20 percent	20 percent			
Cleveland	15 percent	No differential			
Dallas	15 percent	No differential			
Denver		10 percent			
Des Moines			No differential		
Detroit			No differential		
Los Angeles	30 percent	30 percent			
Louisville, KY				No differential	
Madison			No differential		
Milwaukee		No differential			
New York/New Jersey	30 percent	30 percent			
St. Louis	15 percent	No differential			
San Francisco	30 percent	30 percent			
Seattle		10 percent			15 percent
Tampa			No differential		
Washington, D.C.	30 percent	30 percent			

If additional offices are established by the Department of Revenue during the life of this agreement, the amount of differential, if any, for that location shall be determined by the Employer, who shall meet and confer with the President of the Association before any new differential is implemented.

Section 2. Progression.

Eligibility for and dates of progression increases for employees assigned to out-of-state offices shall be governed by the provisions of Article 24.

Section 3. Changes in Work Location.

Subsequent to the effective date of this agreement, employees who accept positions in an out-of-state location shall be paid at the appropriate step of the salary range as determined by the Master Agreement plus any applicable differential established under the provisions of Section 1 of this supplemental agreement.

Subsequent to the effective date of this agreement, employees who relocate from one out-of-state location to another out-of-state location shall receive the differential which applies to the new location.

Subsequent to the effective date of this agreement, employees of an out-of-state location who accept positions within the geographic boundaries of the State of Minnesota shall cease to be paid any differential provided by this supplemental agreement.

The necessity of an addition, recomputation or cessation of a differential shall be determined by the Employer. The Employer shall meet and negotiate the amount of the differential and its effect on current employees. The effective date of any change in salary due to the addition, recomputation or cessation of a differential under the provisions of this section shall be the effective date of the new Agreement, or the effective date of employment in a new location. Employees working at the time of implementation of the 2001-2003 Agreement shall continue to receive their current differential as long as they remain employed in the same location. Employees accepting initial appointments with the State of Minnesota shall be paid the appropriate differential effective on the date of the appointment.

EXPENSES. Article 18, Expenses, of the Master Agreement shall be supplemented and/or modified as follows:

Employees of the Department of Revenue, who purchase monthly or weekly public transportation passes and who are required to travel by personal automobile directly from their home to a work site on a work assignment without going to their office, shall be reimbursed for the pro rata share of such passes for each day this occurs during a period in which the pass is in effect. This provision shall not apply for any training and development activity or internal administrative meetings. The reimbursement shall be in addition to any normal mileage reimbursement provided for by the Master Agreement.

Employees in travel status to an out-of-state assignment which includes at least seven (7) consecutive working days and the employee is required to be away from home at least one (1) full weekend, shall be allowed the actual cost not to exceed twenty-five dollars (\$25.00) per week for laundry and dry cleaning for each week after the first week. Receipts are required for any amount over five dollars (\$5.00) per trip.

TOLL CHARGES. Employees shall not receive reimbursement for toll charges incurred while commuting between their home and a permanent work location.

When an employee does not report to his/her permanent work location during the day or makes business calls before or after reporting to his/her permanent work location or during the work day, toll charges shall be reimbursed only to the extent that they exceed the toll charges incurred during the normal commute to/from the employee's residence and his/her permanent work location.

CPA EXAMINATION. Effective July 1, 2001, and dependent upon the availability of funds and the operational needs of the Department of Revenue, the Appointing Authority may provide a lump sum payment of one thousand dollars (\$1,000) to employees in the classes of Revenue Tax Specialist, Revenue Tax Specialist Intermediate, Revenue Tax Specialist Senior, and Revenue Tax Specialist Principal who receive notification of passing all four parts of the CPA examination, provided the employee is in good standing with the department. The employee must be employed with the Department of Revenue at the time that at least one section of the examination is taken and passed. For employees in these classes who pass all four parts of the CPA examination and remain employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the CPA examination, the Appointing Authority may provide an additional lump sum payment of one thousand dollars (\$1,000), provided the employee is in good standing with the department.

Employees who received notification of passing all four parts of the CPA examination, with at least one section having been taken and passed while employed at the Department of Revenue, and who received such notification up to one (1) year prior to the effective date of this Agreement, are ineligible for the initial lump sum payment. However, the Appointing Authority may provide the second lump sum payment of one thousand dollars (\$1,000) provided the employee remains employed with the Department of Revenue for one (1) year after the date on which they received notice of passing the CPA examination and provided the employee is in good standing with the department.

Employees who received notification of passing all four parts of the CPA examination more than one (1) year prior to the effective date of this agreement, or prior to being employed by the Department of Revenue, shall be ineligible for both of the lump sum payments.

CONTINUING EDUCATION. Dependent upon the availability of funds and the operational needs of the Department of Revenue, the Appointing Authority may provide on-going continuing education courses for employees with professional certifications. These courses will be open to all employees of the agency, although preference may be given to those employees holding professional certifications that require specific courses for renewal of the certification.

The Appointing Authority will make an effort to ensure that the subject matter of the continuing education courses is based on the proportion of professional certifications held by Department of Revenue employees.

In consultation with the Association, the Appointing Authority will determine which classes will be offered to employees.

The Appointing Authority agrees to provide reasonable support to ensure that classes will be accepted by the respective certification boards. This support includes complying with National Association of State Boards of Accountancy (NASBA) standards in the planning, performance, and administration of training courses. Individual employees will be provided documentation summarizing classes they have attended onsite that meet NASBA standards.

The Appointing Authority further agrees to make a good faith effort to obtain membership in the NASBA.

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding associated with the classification merger which resulted in the creation of the Revenue Tax Specialist class series, with an effective date of March 8, 1995, shall remain in effect for those employees covered by Section 4, Tax Examiner Classification Series Conversion. A copy of the MOU can be found in the Department of Revenue Human Resource Office, at MAPE Central Office, or in prior contracts.

R. DEPARTMENT OF TRANSPORTATION

SENIORITY. Article 15, Seniority, shall be supplemented and/or modified as follows:

Real Estate Associate. "Classification Seniority" for the class of Real Estate Representative is defined as the length of continuous service in the classes of Real Estate Associate and Real Estate Representative.

S. **VETERANS AFFAIRS**

MINNEAPOLIS AND HASTINGS VETERANS HOMES. The provisions of Article 27 of the Master Agreement are supplemented as follows:

The total compensation granted to 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 and eleven (11) hours at the appropriate overtime rate, which may be liquidated pursuant to Article 27, Section 5 of the Master Agreement.