

CHANGES IN THE 2021-2023 COLLECTIVE BARGAINING AGREEMENT BETWEEN THE STATE OF MINNESOTA AND AFSCME, COUNCIL NO. 5

Units 2, 3, 4, 6, 7 Only

ARTICLE 1 – PREAMBLE

Technical change of effective date.

The parties to this Agreement agree that Minnesota Management and Budget may correct any misspelled words, mathematical errors, and other clerical errors or omissions in this Agreement at any time. Minnesota Management and Budget must give notice to the Union of any corrections made. The Union may request a meet and confer no later than five (5) business days after the notice is provided. If no meet and confer meeting is requested, the changes will become effective.

ARTICLE 2 – RECOGNITION

No change.

ARTICLE 3 – UNION SECURITY

No change.

ARTICLE 4 – SENIORITY

Section 1. Definitions. B. Classification Seniority. 2. Reallocations

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

Section 1. Definitions. B. Classification Seniority. 4. Temporary Appointment

~~Effective July 23, 1985~~, An employee who serves a temporary appointment in a class and receives a probationary appointment to that class shall have Classification Seniority credited to the beginning of the temporary appointment provided there was not break in service between the appointments.

ARTICLE 5 – HOURS OF WORK

Section 2. Non-Continuous and Non-Extended Operations. C. Flextime Scheduling

The Appointing Authority and the Local Union may mutually agree to a flextime schedule provided the schedule does not require the payment of overtime. Any flextime schedule agreed to by the Appointing Authority and the local Union may be cancelled by either party with a thirty (30) day written notice. An employee may appeal the decision of the immediate supervisor to deny, modify, or cancel a flextime schedule to the second level supervisor. The decision of the second supervisor is final and may not be grieved.

Section 3. Non-Continuous and Non-Extended Operations. F. Hours Balancing

With supervisory approval, employees may balance hours of work within a work period, provided such time management does not require the payment of overtime.

Section 5. Telework

Where the Appointing Authority has determined that an employee is able to satisfactorily meet business needs and job performance expectations through teleworking arrangements, the Appointing Authority shall consider the employee's request to telework. Upon request of the employee, they shall be allowed a meeting to discuss the telework denial. Denial decisions are not subject to the grievance procedure.

ARTICLE 6 – OVERTIME

Section 5. Liquidation. General

At the employee's option, overtime hours shall be paid in cash or assigned to a compensatory bank. ~~Employees shall elect whether all overtime hours earned in a day shall be paid in cash or assigned to a compensatory bank.~~ At the Appointing Authority's discretion, employees may elect the number of overtime hours in a day that shall be paid in cash or assigned to a compensatory bank. This decision shall be recorded on the timesheet each pay period. Should an employee fail to indicate on the time report, liquidation shall be in cash.

ARTICLE 7 – HOLIDAYS

Section 2. Observed Holidays. A. Observed Holidays

Addition of Juneteenth (June 19)

ARTICLE 8 – VACATION LEAVE

Section 1. A. Eligibility.

All employees, except intermittent employees, emergency employees, and temporary employees shall be eligible employees for the purposes of this Article. However, intermittent employees shall accrue vacation leave after completion of sixty-seven (67) working days in any twelve (12) month period. Connect 700 program employees shall be considered eligible during their on-the-job demonstration process for the purposes of this Article. Hours of vacation leave used by the Connect 700 Program employee during their on-the-job demonstration process shall not be counted toward the seven hundred (700) hours. Additionally, eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue vacation leave.

Section 3. Requesting and Using Vacation. A.

Whenever practicable, employees shall submit written requests for vacation periods at least thirty-five (35) calendar days in advance of their vacation to their supervisor, in a manner determined by the Appointing Authority.

Section 3. Requesting and Using Vacation. B.

Any request for vacation of at least five (5) working days, or at least forty (40) hours, whichever is lesser, including holidays, which is submitted five (5) calendar weeks or more in advance of the requested date of the start of the vacation shall be posted within five (5) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees who may desire to request vacation to do so.

ARTICLE 9 – SICK LEAVE

Section I. Eligibility.

All employees, except intermittent employees, emergency employees, and temporary employees shall be eligible employees for purposes of this Article. However intermittent employees shall become eligible employees for the purposes of this Article after completion of sixty-seven (67) working days in any twelve

(12) month period. Connect 700 Program employees shall be considered eligible during their on-the-job demonstration process for purposes of this Article. Hours of sick leave used by the Connect 700 Program employee during their on-the-job demonstration process shall not be counted toward the seven hundred (700) hours. Additionally, eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue and use sick leave.

Section 4. Requests.

Whenever practicable, employees shall submit written requests for sick leave in a manner determined by the Appointing Authority.

ARTICLE 10 – LEAVES OF ABSENCE

Section 3. Paid Leaves of Absence. G. Emergency Leave

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

Section 6. Reinstatement After Leave

The local Union and the Appointing Authority may agree to waive the five (5) month reassignment restriction in order to temporarily fill the position of an employee on unpaid Military Leave until ~~s/he~~ the employee returns from active duty.

ARTICLE 11 – JOB SAFETY

No change.

ARTICLE 12 – VACANCIES, FILLING OF POSITIONS

Section 10. Probationary Period. B. Discretionary Probationary Period.

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

ARTICLE 13

No change.

ARTICLE 14

No change.

ARTICLE 15 – LAYOFF AND RECALL

Section 3, Permanent Layoff C. Layoff Notification.

Prior to the implementation of a layoff, the Employer and the Union may mutually agree to a Memorandum of Understanding (MOU) providing for the voluntary layoff of employees. An employee requesting layoff under this provision shall not be unreasonably denied consideration to be laid off by the Appointing Authority.

ARTICLE 16 – DISCIPLINE AND DISCHARGE

Section 2. Union Representation.

The Appointing Authority shall not meet with an employee for the purpose of questioning, in person or by a phone interview, the employee during an investigation that may lead to discipline without first offering the employee an opportunity for union representation, and such meeting shall not take place until a Union representative is available or is released by their supervisor. A Union representative who provides representation during the Union representative's work hours at such an investigatory interview or at any meeting related to a demotion, suspension, discharge, or vacation deduction at which an employee is entitled to Union representation (in other words, a *Loudermill* meeting) shall have no loss of pay. Any employee waiving the right to such representation must do so in writing prior to the questioning, however, in the case of a phone interview, an employee may initially waive the right to representation orally. A copy of such waiver shall be promptly furnished to the Local Union President or Steward. The employee shall be advised of the nature of the allegation(s) prior to questioning. However, if any employee is being questioned during an investigation of resident/patient abuse, the employee, upon request, shall have the right to union representation. If an employee is being questioned for any other purpose, the employee shall be given a general overview of the nature of the investigation. Upon request, an employee shall be provided a copy of the transcript of their interview, if available, and/or be allowed to listen to a tape of their interview, if any.

Section 5. Discharge.

The Appointing Authority shall not discharge any permanent employee without just cause. If the Appointing Authority feels there is just cause for discharge, the employee and the Local Union shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefor and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against them, to present their side of the story and is entitled to union representation at such meeting, upon request. A Union representative who provides representation during the Union representative's work hours at such a meeting (the *Loudermill* meeting) shall have no loss of pay. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory leave, the requirement to be in pay status shall not apply.

ARTICLE 17 – GRIEVANCE PROCEDURE

No change.

ARTICLE 18 – WAGES

Section 3. First Year Wage Adjustment.

Effective July 1, 2021, all salary ranges and rates shall be increased by two and one-half percent (2.5%) rounded to the nearest cent.

Section 4. Second Year Wage Adjustment.

Effective July 1, 2022 all salary ranges and rates shall be increased by two and one-half percent (2.5%), rounded to the nearest cent.

Section 6. Salary Upon Class Change. G. Exception of Clerical Consolidation Transition

Delete section, as section is obsolete.

Section 10. Injured on Duty Pay

An employee who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person, or which is incurred while attempting to apprehend or take into custody such person, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under Workers' Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to ~~three hundred (300)~~ four hundred (400) times the employee's regular hourly rate of pay per disabling injury.

An employee who, in ordinary course of employment, while acting in a responsible and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person or which is incurred while attempting to apprehend or take into custody such person, that requires the employee to seek medical attention during or immediately following their shift shall be compensated a lump sum payment for the time until admission and/or discharge not to exceed four (4) hours. If transport to a secondary medical facility is required, up to an additional four (4) hours shall be granted.

~~This provision becomes effective upon the successful ratification of the 2019—2021 contract by the legislature and will sunset upon its expiration.~~

Section 15. Deferred Compensation

The Employer agrees to provide employees covered by this Agreement with a state-paid contribution to the deferred compensation program under M.S. 352.96. The state-paid contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis not to exceed ~~one hundred and seventy five dollars (\$175)~~ two hundred and fifty dollars (\$250) per employee in each fiscal year of the Agreement.

ARTICLE 19 – INSURANCE

Projected premium increase for plan year 2022 is 3.6%, totaling \$1.33 increase for employee only coverage, and \$9.01 for family coverage. This is not bargained specifically but set by SEGIP.

There are technical date changes throughout the Article pertaining to plan year 2022 and 2023.

Section 2. Eligibility for Group Participation. C. Dependents.

I. Spouse. The spouse of an eligible employee (if legally married under Minnesota law). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and ~~elects to receive either credits or cash;~~

(1) elects to receive either credits or cash in place of health insurance or health coverage or towards some other benefit in place of health insurance, then they are not eligible for the comparable coverage or insurance under this Article; or

(2) is enrolled in a high deductible medical insurance plan (as defined by the IRS) that includes a contribution to a health savings account (HSA) through their employing organization, then they are not eligible for medical coverage under this Article. in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through their employing organization, they are not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's

~~Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.~~

~~Effective January 1, 2015 if~~ When both spouses work for the State, or another organization participating in the State's Employee Group Insurance Program, a spouse may be covered as a dependent by the other- but when covered as a dependent they may not carry their own coverage (members may only be covered once).

4. ~~Disabled Child~~ with a Disability. A ~~disabled~~ dependent child with a disability is an eligible employee's child or grandchild regardless of marital status, who was covered and then disabled prior to the limiting age or any other limiting term required for dependent coverage and who continues to be incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability, and is chiefly dependent upon the employee for support and maintenance, provided proof of such incapacity and dependency must be furnished to the health carrier by the employee or enrollee within thirty one (31) days of the child's attainment of the limiting age or any other limiting term required for dependent coverage. The ~~disabled~~ dependent with a disability is eligible to continue coverage as long as they continue to be disabled and dependent, unless coverage terminates under the contract.

Section 5. Coverage Changes and Effective Dates. C. Effective Date of Coverage

I. Initial Effective Date. The initial effective date of coverage under the Group Insurance Program is the ~~thirty-fifth (35th)~~ thirtieth (30th) day following the employee's first day of employment, re-hire, or reinstatement with the State.

Section 5. Coverage Changes and Effective Dates. D. Open Enrollment

I. Frequency and Duration. There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Dental coverage will be offered during the 2023 plan year Open Enrollment. Each year of the Agreement, all employees shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of the Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement. Subject to a timely contract settlement, the Employer shall make open enrollment materials available to employees at least fourteen (14) days prior to the start of the open enrollment period.

<u>2020-2021-2022 and 2023 benefit Provision</u>	<u>Benefit Level 1</u> The member pays:	<u>Benefit Level 2</u> The member pays:	<u>Benefit Level 3</u> The member pays:	<u>Benefit Level 4</u> The member pays:
Emergency room copay	\$100 <u>not subject to the deductible</u>	\$100 \$125 not subject to deductible	\$100 \$150 not <u>subject to the deductible</u>	N/A — subject to <u>Deductible and 25% Coinsurance to OOP maximum \$350 not subject to deductible</u>

d. Services Not Requiring Authorization by a Primary Care Physician Within the Primary Care Clinic

1) Eye Exams. Limited to one (1) routine examination per year for which no copay applies. Eye injury or illness at an in-network provider will be covered as an office visit based on the benefit level in which the individual is enrolled.

5. Health Promotion and Health Education. A. Develop Programs

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

2) Pilot Programs. The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs, programs that seek to control costs, programs that streamline the delivery of services, or that enhance services to members. Incentives for participation in such programs may include ~~limited short-term~~ improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.

Temporary plan changes due to a state or national emergency.

4. SEGIP and the unions recognize that certain natural disasters and other major emergencies may disrupt or seriously threaten to disrupt the State of Minnesota at a time when employees are especially needed to provide services. If the State or a federal government agency declares a state of emergency or otherwise invokes emergency authority by declaration, rules, regulations or similar official statements, the terms of the programs administered by SEGIP may be changed for the period of the declared emergency and for up to a 30 day run-out period.

5. These changes may include changes to programs administered by SEGIP including but not limited to, benefit design, enrollment and eligibility, billing, and administration as well as waiver of out-of-network restrictions, changes to out of pocket costs, extension of time frames for enrollment and billing, and other protocols reasonably required to provide Members with access to benefits.

6. These changes must be agreed to by both SEGIP and the Joint Labor Management Committee. Nothing in this provision prohibits SEGIP from making changes authorized or required under another authority including but not limited to a state or federal law, regulation, order, or rule without union agreement.

Section 7. Optional Coverages C. Disability Coverage

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

a temporary position to a permanent position will be allowed to enroll in short-term disability coverage within thirty (30) days of the event without providing evidence of insurability. A short-term disability open enrollment will be offered every five years.

Topics for discussion in the JLM venue in the next two years:

- Increasing the number of cost level 2 clinics in greater Minnesota, as well as restricting movement of clinics between cost levels.
- Fertility Services- JLM will work together to develop a benefit for implementation in 2023. The cost limit for the program is \$2 million
- Medical care for transgender members-first discuss with individual who raised the question
- Improvements to mental health care access
- Hearing Aid coverage

ARTICLE 20 – EXPENSE ALLOWANCES

Section 3. Commercial Transportation.

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

ARTICLE 21 – RELOCATION ALLOWANCES

Section 1. Authorization. A. Eligibility

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

ARTICLE 22 – WORK RULES

No change.

ARTICLE 23 – NON-DISCRIMINATION

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

ARTICLE 24 – MANAGEMENT RIGHTS

No change.

ARTICLE 25 – UNION RIGHTS

No change.

ARTICLE 26 – SAVINGS CLAUSE

No change.

ARTICLE 27 – HOUSING

No change.

ARTICLE 28 – NO STRIKE OR LOCKOUT

No change.

ARTICLE 29 – LEGISLATIVE RATIFICATION

No change

ARTICLE 30 – BARGAINING UNIT ELIGIBLE WORK TRAINEES APPRENTICES

No change.

ARTICLE 31 – LABOR/MANAGEMENT COMMITTEES

No change.

ARTICLE 32 – WORKERS' COMPENSATION

No change.

ARTICLE 33 – EMPLOYEE ASSISTANCE PROGRAM

No change.

ARTICLE 34 – ADA/WORKERS' COMPENSATION

No change.

ARTICLE 35 – DURATION

Technical changes regarding session number, dates, and signatories.

APPENDIX A – BARGAINING UNITS FOR WHICH AFSCME COUNCIL 5 HAS EXCLUSIVE BARGAINING RIGHTS

No change.

APPENDIX B – PRORATED HOLIDAY SCHEDULE

No change.

APPENDIX BI – PRORATED HOLIDAY SCHEDULE

No change.

APPENDIX C – PRORATED VACATION SCHEDULE

No change.

APPENDIX D – PRORATED SICK LEAVE SCHEDULE

No change.

APPENDIX E-I – SALARY SCHEDULES

The salary schedules and list of classes and salaries shall be effective July 1, 2021 through June 30, 2022.

APPENDIX E-2 – SALARY SCHEDULES

The salary schedules and list of classes and salaries shall be effective July 1, 2022 through June 30, 2023.

APPENDIX F – PAY DIFFERENTIALS

No change.

APPENDIX G – SENIORITY UNITS

No change.

APPENDIX H – CLASS OPTIONS

No change.

APPENDIX I – PROHIBITION OF SEXUAL HARASSMENT PROHIBITED

HR/LR Policy #1329

Sexual Harassment Prohibited

Date Issued: 06/17/1996

Date Revised: 06/12/2019

Authority: Enterprise Human Capital

Overview

Objective

To create a work environment free from sexual harassment of any kind.

Policy Statement

Sexual harassment in any form is strictly prohibited. Individuals who believe they have been subject to sexual harassment as described in this policy are encouraged to file a report with an appropriate authority, as set forth in Section II of this policy.

Any form of retaliation directed against an individual who opposes or reports sexual harassment, or who participates in any investigation concerning sexual harassment, is strictly prohibited and will not be tolerated.

Violations of this policy by State employees will be subject to discipline, up to and including discharge.

Violations of this policy by third parties will be subject to appropriate action.

Scope

This policy applies to all employees of, and third parties who have business interactions with, executive branch agencies and the classified employees in the Office of the Legislative Auditor, Minnesota State Retirement System, Public Employee Retirement Association, and Teachers' Retirement Association.

Definitions and Key Terms

I. Complainant

An individual who reports sexual harassment or retaliation.

II. Public service environment

A location where public service is being provided.

III. Sexual harassment

Unwelcome sexual advances, unwelcome requests for sexual favors, or other unwelcome verbal, written, or physical conduct or communication of a sexual nature.

IV. Third party

Individuals who are not State employees, but who have business interactions with State employees, including, but not limited to:

- Applicants for State employment
- Vendors
- Contractors
- Volunteers
- Customers
- Business Partners
- Unpaid interns
- Other individuals with whom State employees interact in the course of employees' work for the State, such as advocates, lobbyists, and representatives of individuals or entities with business with any branch of Minnesota state government

Exclusions

N/A

Statutory References

42 U.S.C. § 2000e, et al.

M.S. Ch. 363A

M.S. Ch. 43A

GENERAL STANDARDS AND EXPECTATIONS

V. Prohibition of Sexual Harassment

Sexual harassment of any employee or third party in the workplace or public service environment, or which affects the workplace or public service environment, is strictly prohibited.

Sexual harassment under this policy is any conduct or communication of a sexual nature which is unwelcome. The victim, as well as the harasser, can be of any gender. The victim does not have to be of the opposite sex as the harasser. Sexual harassment includes, but is not limited to:

1. Unwelcome sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, degrading sexual remarks, threats;
2. Unwelcome sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, leering, whistling, obscene gestures;
3. Unwelcome physical contact, such as rape, sexual assault, molestation, or attempts to commit these assaults; unwelcome touching, pinching, or brushing of or by the body;
4. Preferential treatment or promises of preferential treatment for submitting to sexual conduct, including soliciting or attempting to solicit an individual to submit to sexual activity for compensation or reward;
5. Negative treatment or threats of negative treatment for refusing to submit to sexual conduct;
6. Subjecting, or threatening to subject, an individual to unwelcome sexual attention or conduct.

VI. Employee and Third Party Responsibilities and Complaint Procedure

Sexual harassment will not be tolerated. All employees and third parties are expected to comply with this policy.

Employees and third parties are strongly encouraged to report all incidents of sexual harassment, whether the individual is the recipient of the behavior, an observer, or is otherwise aware of the behavior. Individuals are

encouraged to report incidents of sexual harassment as soon as possible after the incident occurs. Individuals may make a report of sexual harassment to any of the following:

1. Any of the agency's managers or supervisors
2. The agency's affirmative action officer
3. The agency's human resource office
4. Agency management, up to and including the agency head

If the report concerns an agency head, the complainant may contact Minnesota Management and Budget's Office of Equal Opportunity, Diversity, and Inclusion.

To ensure the prompt and thorough investigation of a report of sexual harassment, the complainant may be asked to provide information in writing, which may include, but is not limited to:

1. The name, department, and position of the person(s) allegedly causing the harassment
2. A description of the incident(s), including the date(s), location(s), and identity of any witnesses
3. The name(s) of other individuals who may have been subject to similar harassment
4. What, if any, steps have been taken to stop the harassment
5. Any other information the complainant believes to be relevant

Individuals are encouraged to use the agency's internal complaint procedure, but may also choose to file a complaint or charge externally with the Equal Employment Opportunity Commission (EEOC) and/or the Minnesota Department of Human Rights (MDHR), or other legal channels.

VII. Manager/Supervisor Responsibility

Managers and supervisors must:

1. Model appropriate behavior
2. Treat all reports of sexual harassment seriously
3. Appropriately respond to a report or problem when they receive a report of sexual harassment, or when they are otherwise aware a problem exists
4. Immediately report all allegations or incidents of sexual harassment to human resources or the agency Affirmative Action Officer
5. Comply with their agency's complaint and investigation procedures and/or the agency's Affirmative Action Plan

Managers and supervisors who knowingly participate in, allow, or tolerate sexual harassment or retaliation are in violation of this policy and are subject to discipline, up to and including discharge.

VIII. Human Resources Responsibilities

Agency human resources must:

1. Model appropriate behavior
2. Distribute the Sexual Harassment Prohibited Policy to all employees, through a method whereby receipt can be verified
3. Treat all reports of sexual harassment seriously
4. Comply with the agency's complaint and investigation procedures and/or the agency's Affirmative Action Plan

IX. Affirmative Action Officer or Designee Responsibilities

Agency Affirmative Action Officer/designee must:

- Model appropriate behavior
- Treat all reports of sexual harassment seriously
- Comply with the agency's complaint and investigation procedures
- Keep the agency apprised of changes and developments in the law and policy

X. Investigation and Discipline

State agencies will take seriously all reports of sexual harassment and retaliation, and will take prompt and appropriate action. When conducting an investigation, managers and supervisors, human resources, and Affirmative Action Officers must follow their agency's investigation procedures.

State agencies will take prompt and appropriate corrective action when there is a violation of this policy. Employees who are found to have engaged in conduct in violation of this policy will be subject to disciplinary action, up to and including discharge.

Third parties who are found to have engaged in conduct in violation of this policy will be subject to appropriate action. Appropriate action for policy violations by third parties will depend on the facts and circumstances, including the relationship between the third party and the agency. Agencies may contact MMB's Office of Equal Opportunity, Diversity, and Inclusion for assistance in determining appropriate action for third parties. MMB may refer agencies to the appropriate resources, which may include, for example, the Department of Administration with respect to policy violations by vendors or contractors.

Employees who knowingly file a false report of sexual harassment or retaliation will be subject to disciplinary action, up to and including discharge.

XI. Non-Retaliation

Retaliation against any person who opposes sexual harassment, who reports sexual harassment, or who participates in an investigation of such reports, is strictly prohibited. Retaliation also includes conduct or communication designed to prevent a person from opposing or reporting sexual harassment or participating in an investigation. Retaliation will not be tolerated. Any employee who is found to have engaged in retaliation in violation of this policy will be subject to discipline, up to and including discharge. Third parties who are found to have engaged in retaliation in violation of this policy will be subject to appropriate action.

RESPONSIBILITIES

Agencies are responsible for:

- Adopting this policy.
- Disseminating this policy to agency employees through a method whereby receipt can be verified.
- Posting this policy in a manner that can be accessed by all employees and third parties.
- Including this policy in their Affirmative Action Plan.
- Implementing this policy, which includes:
 - o Implementing an educational program
 - o Developing and implementing a procedure for reporting complaints
 - o Communicating the complaint procedure to employees
 - o Developing and implementing a procedure under which reports will be addressed promptly
- Enforcing this policy.
- Reporting annually dispositions of reports of sexual harassment using the Affirmative Action Report.

MMB is responsible for:

- Ensuring that state agencies carry out their responsibilities under this policy, developing training, and updating this policy as necessary.

Forms and Supplements

For a sample investigation procedure, please review the documents available on the MMB Equal Opportunity, Diversity, and Inclusion website, including:

- Agency AAP Planning Guide
- For agencies with more than 25 employees

For agencies with 25 or fewer employees

Harassment Complaint Form

Acknowledgment Form (below) – This form may be used to verify receipt by agency employees.

Acknowledgement

I acknowledge that I have received and read the policy, HR/LR Policy #1329, Sexual Harassment Prohibited, including the policy's complaint procedure.

I understand that sexual harassment and retaliation are strictly prohibited. I understand that if I engage in conduct in violation of the policy toward any State employee, or any "third party" as defined by the policy, I will be subject to disciplinary action, up to and including discharge.

I understand that if I believe that I have been subjected to sexually harassing or retaliatory conduct as defined by the policy by any State employee, or by any "third party" as defined by the policy, I am encouraged to report that behavior. I understand that I can make a report to any of my agency's managers or supervisors, the agency's affirmative action officer, the agency's human resources office, or agency management, up to and including the agency head. I understand that if my report concerns an agency head, I may contact Minnesota Management and Budget.

References

• For issues related to harassment or discrimination based on protected class, please refer to HR/LR Policy #1436 Harassment and Discrimination Prohibited. For issues not related to sexual harassment or harassment or discrimination based on protected class, please see HR/LR Policy #1432 Respectful Workplace.

• MMB Equal Opportunity, Diversity, and Inclusion Office: <http://www.mn.gov/mmb/employee-relations/equal-opportunity/>.

Consult your agency's Affirmative Action Plan, or in the absence of an Agency Affirmative Action Plan, see the following:

a. Affirmative Action Plan Template - More Than 25 Employees (word version)

b. Affirmative Action Plan Template - 25 or Fewer Employees (word version)

Contacts

Research, Policy, and Projects - MMB

Office of Equal Opportunity, Diversity, and Inclusion

Any appropriate authority, as set forth in Section II of this policy.

~~It is agreed by the Employer and the Union that all employees have a right to a workplace free of verbal and/or physical sexual harassment. "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or communication of a sexual nature when:~~

~~1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;~~

~~2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or~~

~~3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment.~~

~~The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to Union participation at the request of the complaining employee and that each Appointing Authority/designee shall inform a complaining party of this right. Further, the Employer and Union agree that agency complaint procedures covering sexual harassment are modified to include these additional requirements:~~

~~1. When a complaint of sexual harassment is initiated, a notice of a complaint in progress will be sent by the Appointing Authority/designee to the Union. If in filing a complaint an employee states that she/he is unable to function in the worksite from which the complaint arose, the Appointing Authority/designee shall conduct a preliminary investigation within two (2) working days. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority/designee shall take intervening action to defuse the situation which may include~~

temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.

~~2. Within thirty (30) calendar days, the Appointing Authority/designee shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has requested the Union's involvement in the complaint, the Union's representative as well as the complainant shall be provided a written summary of the findings and resolution. The Union and Employer agree that all hearings and records shall be private and that reprisal against an aggrieved employee or a witness is prohibited.~~

~~3. If the Appointing Authority fails to respond or fails to resolve the matter to the satisfaction of the appealing party, then the complaint may be referred to the Equal Opportunity Division of Minnesota Management & Budget/Minnesota Management and Budget for review within twenty-one (21) calendar days of the response or lack of response by the Appointing Authority. The Equal Opportunity Division shall confer within ten (10) working days with the Appointing Authority/designee involved in an attempt to resolve the complaint.~~

~~Any complaint which is not resolved by this procedure is not subject to the provisions of Article 17 of the Master Agreement between the Union and the Employer. Such unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within one (1) year of the occurrence of the alleged harassment.~~

APPENDIX J- APPOINTING AUTHORITY/DESIGNEE'S DUTY TO FURNISH INFORMATION TO EXCLUSIVE REPRESENTATIVES REGARDING CONTRACT GRIEVANCE

No change.

APPENDIX K- POLICY ON VDT ERGONOMICS

No change.

APPENDIX L - STATUTORY LEAVES

No change.

APPENDIX M – STATEWIDE POLICY ON FAMILY MEDICAL LEAVE ACT

No change.

APPENDIX N – LETTERS

I. State Policy on Reimbursement for Safety Footwear.

~~DATE: June 27, 2013 — PERSL #1410~~

~~TO: — Agency Human Resource Directors & Labor Relations Representatives~~

~~FROM: Jim Jorstad, Labor Relations Representative Principal~~

~~—— Labor Relations Division~~

~~PHONE: —— (651) 259-3762~~

~~RE: — State Policy on Reimbursement for Safety Footwear~~

~~For several years, there has been a policy on reimbursement of safety footwear. In recent months, some agencies have requested information relating to the reimbursement of safety footwear and we thought it would be helpful to reissue the policy. There have been no substantive changes to this policy.~~

~~The statewide policy continues to provide for reimbursement in an amount up to \$125.00 each 24 months toward the purchase of safety footwear. Two points, however, should be noted at the outset:~~

~~1. —— This policy does not address which employees are required to have safety footwear as a condition of employment. That determination rests with each Appointing Authority.~~

~~2. —— The policy addresses only those situations where Appointing Authorities allow affected employees to purchase safety footwear from a vendor of the employee's choice. Agencies may, at their discretion, continue to provide the safety footwear directly to the employees, rather than have such footwear purchased by the employee themselves subject to reimbursement.~~

~~The policy regarding reimbursement is as follows for employees required to wear safety footwear as a condition of employment:~~

~~1. —— Employees required to wear safety footwear shall be reimbursed up to \$125.00 each 24 months for the safety portion of the footwear upon submitting to the Appointing Authority/Designee acceptable proof of purchase of safety footwear. Such reimbursement shall be limited to once per employee every 24 months. (If not already in existence, agencies should develop a procedure determining to whom the proof of purchase is to be submitted, i.e., immediate supervisor, business manager, office manager, etc. and any other procedural guidelines.)~~

~~2. —— Since job tasks performed by certain employees can cause extraordinary wear to the safety footwear, the following exception will apply. Should such employee's safety footwear become damaged beyond repair or worn beyond repair due to performance of their assigned job tasks, the employee may be eligible for additional reimbursement for replacement safety footwear provided the immediate supervisor (or other appropriate individual) determines that the footwear is irreparable and was damaged or worn out due to performance of the employee's assigned job tasks.~~

~~This policy has been reviewed and endorsed by the State Advisory Safety Committee and takes precedence over existing policies/practices inconsistent with this policy.~~

~~Agencies should proceed to determine which employees are covered by this policy. Affected employees should then be informed of the reimbursement policy and of any agency procedures for obtaining safety footwear and receiving reimbursement.~~

~~Thank you for your cooperation and assistance in this matter. Any questions relating to the need for safety footwear should be directed to your agency safety professional/consultant. Purchasing questions and the use of the statewide contract on safety footwear should be referred to your agency Business Office.~~

cc: ~~_____ Todd Christenson, Dept. of Administration~~

July 27, 2021 HR/LR Policy #1410

Melinda Pearson, State Field Director

AFSCME Council 5, AFL-CIO

300 Hardman Avenue S., Suite 3

South St. Paul, MN 55075-2470

RE: State Policy on Safety Footwear Reimbursement HR/LR Policy #1410

Dear Ms. Pearson

During the 2021-2023 negotiations between the State of Minnesota and AFSCME, Council 5, AFL-CIO, the union expressed the need for an increase in the reimbursement for safety footwear for employees that are required to have it as a condition of employment.

This letter memorializes that upon implementation of the 2021-2023 contract, the State of Minnesota will update HR/LR Policy #1410, Safety Footwear Reimbursement (located HR/LR Policies / Minnesota Management and Budget (MMB) (mn.gov)). The update will include a change in the reimbursement amount from \$125.00 each 24 months to \$150 each 24 months.

Sincerely,

Matthew J Begansky

Labor Relations Consultant 4

State of Minnesota

Minnesota Management and Budget

Policy is included in language of agreement.

2. Employee Involvement in Purchasing Decisions. No change.
3. Recruiting Solutions- No Change
4. Minnesota Data Practices Act. No change.
5. Parameters – Leave Time for EAP Appointments. No change.
6. Employee Performance Reviews. No change.
7. Training Supervisors. No change.
8. Master Negotiations Committee Member's Schedules. No change.

9. Job Audits. No change.

10. Union Representatives to Attend Joint Labor Management on Health Plan Meetings No change.

11. Expansion of Sick Leave Benefits. No change

12. Letter on a Meet and Confer on Bullying – No Change

13. Recruiting Incentive and Employee Referral Incentive – Pilots

July 27, 2021

Melinda Pearson

AFSCME Council 5, AFL-CIO

300 Hardman Avenue S., Suite 3

South St. Paul, MN 55075-2470

Re: Recruiting Incentive and Employee Referral Incentive -Pilots

Dear Ms. Pearson,

As part of our negotiations with AFSCME, Council 5, AFL-CIO for the 2021-2023 Agreement, the parties discussed and agreed to the following Pilot Programs:

Recruiting Incentive (Pilot).

- With the advance approval of MMB, Appointing Authorities may offer a recruitment incentive of up to \$5,000 to employees who accept hard-to-fill positions. Whether or not a position is deemed "hard-to-fill" is determined by MMB, and the Appointment Authority must seek approval from MMB prior to offering a hiring incentive.
- The incentive shall be paid in two (2) installments, the first of which occurs after successful completion of the required probationary period in a lump sum effective the pay period following the new hire's certification, and the second of which occurs after two (2) years of continuous satisfactory service in that hard-to-fill position.
- This provision is not subject to the grievance or arbitration process.

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

Employee Referral Incentive (Pilot).

- At their discretion, Appointing Authorities may offer a referral incentive to current employees who successfully refer someone other than a current employee into hard-to- fill positions. Whether or not a position is deemed "hard-to-fill" positions is determined by MMB; once MMB determines that a position meets the "hard-to-fill" criteria, the Appointing Authority has the discretion to determine when a referral incentive may be given, within the parameters set forth in this section.
- Employees seeking a referral bonus must request one on a form approved by the Employer.
- The total amount of referral incentive shall not exceed \$1,000 and shall be paid in a single installment, no sooner than after the new hire has successfully completed probation and been certified.
- The referring employee must still be employed with the State in order to receive a referral incentive.
- This provision is not subject to the grievance or arbitration process

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

Sincerely,

Matthew Begansky

Labor Relations Consultant

State of Minnesota

Minnesota Management and Budget

cc: Kristin Batson

Jennifer Claseman

Dori Leland

Letters pertaining to inequities responses that have been implemented will be removed from the 2021-2023 Agreement.

APPENDIX O– UNIT 6 POSITION QUALIFICATIONS

Meet and confer to discuss KSAs as provided for in current language.

APPENDIX P– GLOSSARY

~~Resumix~~ Recruiting Solutions – The software currently used by the State as an applicant tracking database, a source for recruiting both internal and external candidates for State jobs, and as a selection tool to be used as part of the hiring process.

APPENDIX Q– DRUG TESTING

No change.

APPENDIX R– HIGH COST CENTERS FOR MEAL REIMBURSEMENT

No change.

APPENDIX S– SUPPLEMENTAL AGREEMENTS

Supplemental Agreements are only listed if changes have been bargained for the 2021-2023 contract term. For supplemental agreement details, please see additional TA Summary.