

# **LABOR AGREEMENT**

**between the**

**STATE OF MINNESOTA**

**and the**

**STATE RESIDENTIAL SCHOOLS  
EDUCATION ASSOCIATION**

**Dates: July 1, 2009 to June 30, 2011**

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## **ARTICLE 1 - PREAMBLE**

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This Agreement is made and entered into this 16th day of December, 2009, by and between the State Residential Schools Education Association, hereinafter referred to as the ASSOCIATION, and the State of Minnesota, hereinafter referred to as the EMPLOYER.

## **ARTICLE 2 - ASSOCIATION RECOGNITION**

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**Section 1. Description of the Bargaining Unit.** The Employer recognizes the Association as exclusive representative for all employees in the classifications included in the Professional State Residential Instructional Unit No. 15 by the Legislative Commission on Employee Relations or by Bureau determination who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, including the Arts Education Teacher classification, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179A.01, et.seq. (Employees working fourteen (14) hours/week or less or sixty-seven (67) days/calendar year or less are excluded.)

The Employer will not meet and negotiate or meet and confer with any organization other than the Association as long as the Association is the duly authorized exclusive bargaining representative of Unit No. 15, Professional State Residential Instructional Unit.

## **ARTICLE 3 - ASSOCIATION RIGHTS**

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**Section 1. New Employee Orientation.** The Appointing Authority shall provide an orientation for each new employee within fifteen (15) working days of hire. Such orientation shall be during the work day and cover institution policies and procedures.

**Section 2. Communications.** The Employer and/or the Appointing Authority or designees agrees to supply the Association (or a particular Local Association as appropriate) a copy of any written communication which generally affect the terms and conditions of employment for this bargaining unit. The Association shall designate its addresses for this purpose.

**Section 3. Use of Facilities.** The Association shall be the only labor organization representing employees in the bargaining unit to have the right to use available institution facilities and/or equipment. The use of such equipment and/or facilities shall be at reasonable times outside the normal workday and when such facilities and/or equipment is not otherwise in use. Any use of facilities and/or equipment must have prior approval from the Appointing Authority or his/her designee. Such approval will not be unreasonably denied. The Association agrees to reimburse the Appointing Authority for reasonable expenses the Appointing Authority may incur in this regard.

**Section 4. Bulletin Boards.** The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards which shall be located in the teachers' lounge or other suitable area. At least one (1) bulletin board shall be provided in each facility. The Association may use the facilities' internal distribution service including email consistent with the state's policies on use of email, and employee mailboxes for communication to employees.

**Section 5. Association Business.** With advance notice, approval shall be given to authorized representatives of the Association to transact official Association business on institution premises at reasonable times, provided that this shall not unduly interfere with nor interrupt the operations of the institution.

**Section 6. Presidential Release Time.** In order to better serve members, the SRSEA President shall receive forty (40) hours of release time per fiscal year to complete Association business. SRSEA shall reimburse the Appointing Authority for the release time. This leave shall not be unreasonably denied with at least three (3) days notice to the Appointing Authority and shall not be taken in blocks of more than eight (8) hours unless approved by the Appointing Authority.

**Section 7. Association Release Time.** By mutual agreement between the Appointing Authority and the SRSEA Executive Board, a member may receive Association release time to complete Association business. The Association will reimburse the Appointing Authority for the release time.

**Section 8. Negotiations of Successor Agreements.** The Association may select up to four (4) employee representatives, one each from the Perpich Center for Arts Education, Corrections, Minnesota State Academy for the Blind and Minnesota State Academy for the Deaf, and Human Services, when possible, who shall be released from duty without loss of pay for such time as is necessary during regular working hours to participate in negotiation sessions with the Employer in the negotiation of a successor contract. The Association may select a reasonable number of employees who shall be released without pay to assist in negotiating a successor contract.

## **ARTICLE 4 - DUES DEDUCTIONS**

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**Section 1. Deductions.** The Employer agrees to facilitate through Minnesota Management & Budget the pro rata deduction of the annual Association membership dues as established by the Association and certified to the Employer. An equal portion of total annual dues shall be deducted from each paycheck, commencing with the first paycheck following certification.

**Section 2. Dues Deduction Authorization.** Dues shall be deducted for any individual employee who has authorized such deductions.

**Section 3. Dues Remittance.** The Employer shall remit to Education Minnesota the aggregate deductions of all employees together with an alphabetical list of the employees for whom deductions have been made and a statement itemizing the amount of remittance within fifteen (15) days following the end of each payroll period.

**Section 4. Indemnity.** The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer, including individual Appointing Authorities, or Minnesota Management & Budget as a result of any action taken or not taken in accordance with the provisions of this Article, including fair share deductions and remittances.

**Section 5. Employee Lists.** The Appointing Authority shall notify the designated Association representative of the names, employee identification numbers, classification, and work locations of all employees added to or removed from the bargaining unit on a bi-weekly payroll basis. The notification shall be transmitted no later than one (1) week following the end of each payroll period.



## ARTICLE 5 - NON-DISCRIMINATION

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**Section 1. Employer Responsibility.** The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, disability, status with regard to public assistance, sex, marital status, political affiliation, sexual orientation or any other class or group distinction, as set forth by state and federal anti-discrimination laws.

**Section 2. Association Responsibility.** The Association accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, disability, status with regard to public assistance, sex, marital status, political affiliation, sexual orientation or any other class or group distinction, as set forth by federal and state anti-discrimination laws.

**Section 3. Jurisdiction.** Jurisdiction for the enforcement of anti-discrimination laws referred to in Section 1 and 2 hereof, is vested solely in various state and federal agencies and the courts. Discrimination complaints regarding the application of the terms of this agreement shall be subject to the Affirmative Action complaint procedure adopted by the employee's Appointing Authority.

**Section 4. Association Membership.** The Employer will not interfere with the rights of employees to become or not become members of the Association and there shall be no discrimination and interference, restraint, or coercion by the Employer or any Employer representative or by the Association or any of its officials against any employee because of Association membership or non-membership, or because of any employee activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Agreement.

**Section 5. Sexual Harassment.** It is agreed by the Employer and the Association that all employees have a right to a workplace free of verbal and/or physical sexual harassment.

Sexual harassment shall be processed pursuant to the Appointing Authority's affirmative action complaint procedure and Federal and State laws.

The provisions of this Section are not subject to the provisions of Article 17, Grievance Procedure, of this Agreement. Unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within the time frame specified by law.

**Section 6. Reasonable Accommodation.** The parties recognize their mutual obligation to provide reasonable accommodation to those employees qualified under the Americans With Disabilities Act.

If an Appointing Authority determines that a waiver or modification of any provision of the collective bargaining agreement is necessary in order to effect a reasonable accommodation, it shall first contact the local Association to request a contract waiver. Such request for waiver shall include: the article(s) of the collective bargaining agreement the Appointing Authority requests to waive or modify, the specific manner in which the collective bargaining agreement would be waived or modified, and the nature of the employee's restrictions which necessitate accommodation, subject to each parties' obligation for confidentiality.

The Association retains the right to grieve any waiver of any provision of the collective bargaining agreement that is made without mutual agreement of the parties.

## ARTICLE 6 - ACADEMIC FREEDOM

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Employees shall have the freedom within their teaching area to report the truth as they see it in the classroom and to report the truth as they see it in reports of research activities, as long as it is appropriate for the intended audience. There shall be no unreasonable restraints which would impair employees' abilities to present and publish their subject matter in this context, where such publication is done on a not-for-profit basis.

## ARTICLE 7 - MEET AND CONFER

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**Section 1. Local.** The Local Association may establish a committee of up to two (2) representatives to meet and confer with the institution Chief Executive Officer or his/her designee(s) at least four (4) times per year for the purpose of discussing policies and matters, other than terms and conditions of employment, of mutual concern or interest. However, in institutions or facilities with more than fifteen (15) employees, the Local Association may have up to four (4) representatives on the committee. Meetings shall be held during normal working hours. The number of Employer representatives shall not exceed the maximum number of Association representatives.

**Section 2. State.** At the request of either party, the Association and the affected Agency Head, or their designee(s) collectively or individually shall meet to discuss issues of mutual concern or interest. Each Agency Head shall notify the Association of his/her designee at the beginning of each fiscal year. The Association committee may not exceed four (4) representatives. Each party may submit items to be included on the agenda, which the Employer shall distribute to the affected parties at least one week prior to the meeting.

**Section 3. Labor-Management Committees.** The Association and the Employer recognize the importance of cooperation among everyone employed at a facility in maintaining an effective program, and encourage facilities to establish Labor-Management Committees consisting of Employer representatives, employees chosen by the Association, and interested members of other bargaining units. The purpose of the committees shall be to share ideas and concerns as to the operation of the facility within the confines of contract language and available resources.

**Section 4. Attendance.** Meetings shall be held during normal working hours. Employees shall neither lose pay nor accrue additional pay for attending such meetings, however, employees shall not be eligible for expense reimbursement.

**Section 5. Record of Meeting.** The Association will take responsibility for the minutes of the meet and confer session. The Appointing Authority shall provide the necessary assistance to formulate, type, and distribute minutes of the discussions to the appropriate parties. The Appointing Authority shall review the minutes for corrections before distribution.

## ARTICLE 8 - HOURS OF WORK

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**Section 1. Work Day.** Because of the nature of the duties performed by teachers, it is impracticable to apply provisions which prescribe normal work day hours. However, it is expected that the normal work day shall consist of eight (8) or ten (10) consecutive hours of work, excluding a duty free lunch period of no less than thirty (30) minutes. The maximum assignment of pupil contact for any teacher shall be six (6) hours in an eight (8) hour day, or seven and one half (7 1/2) hours in a ten (10) hour day. The remainder of the work day shall be spent in performance of assigned responsibilities, including but not limited to, such activities as conferences, class preparations, and curriculum development. Each teacher shall be provided daily with a minimum of an uninterrupted sixty (60) minute preparation period, except that an emergency, as determined by the Appointing Authority, within an institution may temporarily necessitate other assignments. Part-time employees shall receive a pro-rated preparation period based on ten (10) minutes for each class period taught, with a minimum of twenty (20) minutes per day.

**Section 2. Work Week.** Because of the nature of the duties performed by teachers, it is impracticable to apply provisions which prescribe normal work week hours. However, it is expected that the normal work week shall consist of either four (4) or five (5) consecutive normal work days, Monday through Friday. The Appointing Authority shall consult with Association representatives and affected employees prior to establishing Tuesday through Saturday work schedules. Upon mutual agreement between the Association and the Appointing Authority, schedules may be established to include Sunday. Employees shall be scheduled for a minimum of two (2) consecutive days off between established work weeks.

**Section 3. Work Schedule and Calendar.** The Appointing Authority shall post a written work schedule reflecting the normal hours of work and days of work in each institution after consultation with Association representatives and consideration of their desires. Proposed changes in the established schedule of work hours or days shall first be discussed with Association representatives. Any changes in work schedules or calendar shall be preceded by a fourteen (14) calendar day written notice to the affected employees. In emergency situations, as determined by the Appointing Authority, the Appointing Authority shall comply with the provisions of this Section insofar as reasonably possible.

Upon mutual agreement between the Association and the Appointing Authority, the provisions of this Section may be waived to accommodate the placement of employees returning to work from a workers' compensation disability leave.

**Section 4. Balancing.** It is recognized that teachers are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal work day and/or payroll period. In these instances and with supervisory approval, teachers may balance hours of work in subsequent work days and/or payroll periods, provided such time management system does not result in overtime payment or guarantee hour-for-hour time off for extra hours worked. Please refer to the Glossary for examples of situations appropriate for balancing.

**Section 5. Payment of Overtime.** Teachers who are assigned to a special project that is in addition to their normal duties or workloads and upon having received advanced written approval shall be compensated at the rate of straight time for the hours worked on the special project. Please refer to the Glossary for examples of situations appropriate for the payment of overtime.

Overtime may be paid in cash or compensatory time, provided the Appointing Authority has established a compensatory bank for the payment of overtime. The rules governing the use and liquidation of such bank, if established, shall be developed by the Appointing Authority. The Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at any given time provided that the amount is not less than forty (40) hours. The employee shall be allowed to choose cash or compensatory time each payroll period. Should an employee fail to indicate cash or compensatory time, the decision shall be at the option of the Appointing Authority. Accrued compensatory time need not be used in the payroll period during which it is earned.

**Section 6. Planning Days.** Upon mutual agreement of the Appointing Authority and the teacher, each teacher shall be provided with not less than three (3) planning days without scheduled activity, and with full access to their work site and materials, during each fiscal year.

**Section 7. Flex-Time.** Upon agreement of the teacher's immediate supervisor, an individual flex-time schedule may be established.

## **ARTICLE 9 - TEACHER ASSIGNMENTS**

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**Section 1. Academic Licensure.** No new academic teacher shall be hired by the Appointing Authority for a regular teaching assignment who does not have a Bachelor's degree from a college or university that would make him/her eligible to receive a teaching license from the State Department of Education.

**Section 2. Vocational Credentialing.** No new vocational teacher shall be hired by the Appointing Authority for a regular vocational teaching assignment who is not eligible to receive a vocational credential from the State of Minnesota.

## **ARTICLE 10 - PROFESSIONAL DEVELOPMENT**

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**Section 1. Philosophy.** The professional development process is the primary vehicle through which educational changes are implemented. Organizational growth and individual growth are its two major components, both of which must be pursued aggressively and simultaneously. Each member of the educational community has a responsibility for individual and organizational growth, as does the organization. It is the responsibility of each member, the responsibility of the organization and the interaction between the two that is the focus of the Appointing Authority's professional development process.

**Section 2. Employer Initiated In-Service and Training.** It is recognized that in-service education may be necessary to meet the ever-changing goals and clientele of the institutions. Consequently, employees who may be required by the Appointing Authority to participate in in-service programs and who are released from their work assignments to attend special training courses shall lose no basic straight-time pay for such normal work hours and shall be allowed compensatory time-off for such time accrued beyond the eight (8) hour day spent in actual participation in such programs. Actual participation includes reasonable and necessary travel time, if any, between the location of the employee's work assignment and the location of the in-service program. Expenses incurred by the employee shall be reimbursed in accordance with Article 26, Expense Allowances.

**Section 3. Employee Initiated Training.** At the discretion of the Appointing Authority, each employee may be allowed up to one hundred (100) hours each fiscal year without loss of pay for such activities as, but not limited to, workshops, professional conferences, college courses, in-service programs and visitations, all of which are related to the employee's current or projected responsibilities and are pre-approved. Application for such release time shall be made at least thirty (30) calendar days in advance and the Appointing Authority shall respond in writing to the application within ten (10) days of its receipt; however, these timelines may be waived by mutual agreement between the teacher and the Appointing Authority. The denial of the application by the Appointing Authority may be appealed by the teacher to a committee comprised of an equal number of management and teacher representatives. The final decision by such committee shall be advisory only.

Expense reimbursement shall be at the discretion of the Appointing Authority, in accordance with Article 26, Expense Allowances.

**Section 4. Teachers' Convention Leave.** Upon request, an employee shall be granted at least two (2) days of paid leave to attend the annual teachers' convention.

**Section 5. Awards for Excellence in Education.** Refer to Article 25, Salaries and Appendix H, Education Grant Form.

## **ARTICLE 11 - PERFORMANCE REVIEW**

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**Section 1. Purpose.** The primary objectives of the Performance Review shall be assessment and improvement of job performance.

**Section 2. Evaluator.** Employees shall be evaluated by the Appointing Authority or designee, so long as such designee is not a member of the bargaining unit; however, if a member of the bargaining unit is working out-of-class in a position that is not assigned to the bargaining unit, the member may be the designee. An evaluator must be knowledgeable, qualified and appropriate.

**Section 3. Format.**

- A. The Performance Review shall be based on the employee's Position Description. This however, does not preclude the Employer from conducting other known types of job-related evaluations. Additional comments discussed at the Performance Review meeting, if negative, shall be reduced to writing and attached to the Performance Review.
- B. The Performance Review shall be signed by the evaluator and the employee. The employee's signature indicates that the employee has seen and received a copy of the report and does not indicate acceptance or rejection of the report.
- C. The Performance Review shall be placed into the Employee's Personnel File. The employee may attach a written response to the performance review.
- D. Any performance review that identifies areas of weakness or deficiency must be accompanied by specific suggestions and strategies for improvement.

**Section 4. Appeal Process.** The substantive judgment of the supervisor regarding the employee's performance is not grievable/arbitrable under Article 17. Pursuant to the Minnesota Management & Budget Administrative Procedure 20, an employee may appeal his/her performance rating to the Appointing Authority within thirty (30) days of the official date of rating. The decision of the Appointing Authority is final. At the employee's request, an Association Representative may be present during the appeal meeting(s).

## **ARTICLE 12 - PROBATIONARY PERIOD**

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**Section 1. Duration.** The length of the probationary period shall be ten (10) months of continuous observed service in the bargaining unit in a particular facility. Up to six (6) months service in temporary, provisional, emergency or unclassified appointments shall count towards completion of the probationary period provided that there is no interruption of more than ten (10) days between such prior service and the probationary appointment, and provided further, that the prior service is with the same facility. The ten (10) months service requirement shall be broken by resignation, termination, or retirement. Additionally, leaves of absence without pay in excess of ten (10) work days and suspensions shall not be credited toward completion of the probationary period.

The Appointing Authority and the Association may mutually agree to extend the probationary period up to the maximum amount of time allowed by Minn. Stat. 43A.16 (2 years).

**Section 2. Permanent Status.** Upon written notice submitted by the Appointing Authority to the Commissioner of Minnesota Management & Budget that the probationary employee has satisfactorily completed the probationary period, or if the Appointing Authority fails to take action, either to grant permanent status or to terminate a probationary employee, the employee will be given permanent status.

**Section 3. Grievance Procedure.** Probationary employees may be terminated during the probationary period at the discretion of the Appointing Authority. Such termination shall not be construed as a discharge pursuant to Article 16. Accordingly, probationary employees who are terminated shall not have access to the arbitration step of the Grievance Procedure set forth in Article 17.

## **ARTICLE 13 - VACANCIES**

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**Section 1. Posting.** Announcements of vacant or new positions which the Appointing Authority determines to fill shall be posted on each Local Association bulletin board for ten (10) days. The announcement shall indicate the date posted and a deadline date for receipt of written or electronic applications. Such announcement shall not be removed by the Appointing Authority until the deadline date.

**Section 2. Application.** An employee may apply for a posted vacancy by submitting a written or electronic application to the appropriate Appointing Authority.

**Section 3. Filling Positions.**

- A. After satisfying provisions of Article 15, Layoff, Section 4, Recall, the Appointing Authority shall give consideration to all timely applications for voluntary transfer prior to considering external applicants and before permanently filling any new or vacant positions.

Each Appointing Authority which determines to fill a teacher vacancy shall mail a copy of its vacancy to the SRSEA Field Representative and to the local Association Representative. Electronic mail is acceptable. For purposes of this section, the Association shall provide each appropriate Appointing Authority with a list of the locations where vacancy notices will be mailed. The Association may update the list as necessary.

Any interested current teacher of another Appointing Authority or department who applies in a timely fashion shall be given consideration.

- B. The Appointing Authority shall have the right to fill vacant or new positions on a temporary basis pending completion of the application process.
- C. When the Appointing Authority determines to fill a part-time position, any current part-time employee in that seniority unit who is determined to be qualified by the Appointing Authority, shall, at his/her request, be granted an interview. At its sole discretion, the Appointing Authority may grant the additional hours to the part-time employee so long as the employee's total hours do not exceed a full-time position.
- D. **Contracting of Services.** Minnesota Statutes Sections 16C.08, 43A.047, and 179A.23 contain provisions regarding contracting for services. These statutes are not grievable or arbitrable under this Agreement.

**Section 4. Transfer.** Employees shall not be involuntarily transferred from one seniority unit to another.

**Section 5. Reassignment.** Notwithstanding the above, the Appointing Authority reserves the right to assign and reassign employees to positions within the same seniority unit and bargaining unit, provided however that the Appointing Authority may not assign an employee to a vacancy for which a Seniority Unit layoff list exists containing the name(s) of an employee(s) who is properly licensed or qualified where no licensure exists and has greater seniority than the employee to be reassigned. Whenever possible, the Appointing Authority will give reasonable notice prior to the reassignment.

Prior to reassigning an employee, the Appointing Authority shall seek qualified volunteers. In instances where the Appointing Authority has determined that more than one (1) volunteer qualifies for the reassignment, the most senior qualified volunteer shall be reassigned. If the Appointing Authority determines that there are no qualified volunteers, the Appointing Authority shall reassign the least senior qualified employee.

**Section 6. Waiver.** Upon mutual agreement between the Association and the Appointing Authority, the provisions of this Article may be waived to accommodate the placement of employees returning to work from a workers' compensation disability leave.

## **ARTICLE 14 - SENIORITY**

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### **Section 1. In General.**

- A. Seniority shall be defined as the length of continuous service within the bargaining unit and seniority unit with the State of Minnesota since the last date of hire. However, an employee who transfers to another seniority unit due to the elimination of a position shall retain his/her seniority. Seniority shall be forfeited when an employee separates from State employment. Time on the layoff list or an approved leave of absence is not a separation.

- B. Seniority shall apply to all subject areas in which the employee is licensed as required by the State of Minnesota, and to all subject areas for which the employee is qualified/credentialed where no specific licensure exists. Criteria for qualification in areas where no specific licensure exists shall be determined by the Appointing Authority following a state meet and confer meeting, and shall not be subject to the grievance procedure. A copy of the established criteria shall be given to the Association. The same date for seniority shall apply to all areas in which the employee is or becomes licensed, or qualified/credentialed where no specific licensure exists.
- C. Employees working less than full-time shall accrue seniority on a pro-rata basis. This shall be determined by multiplying the employee's length of service at his/her current seniority unit and the employee's full-time equivalence (FTE). The resulting number shall be the employee's length of service for seniority purposes and shall be reflected on the Seniority Roster form found in Appendix M.

## **Section 2. Seniority List.**

- A. By October 1 of each year, an employee may submit to the Appointing Authority evidence of any licensure(s) or credential(s) obtained by that employee.
- B. No later than November 30<sup>th</sup> of each year, the Appointing Authority shall post on the employee bulletin board(s) at each seniority unit, and furnish a copy to the Association, a seniority list for each subject or area of assignment for that seniority unit. An employee's name shall appear in order of seniority under each subject area for which he/she is assigned, licensed, or, where there is no licensure, credentialed/qualified. The seniority list shall be completed in a format as found in Appendix M.
- C. If two (2) employees have the same amount of seniority, the tie shall be broken in order of the following criteria:
  - 1. Total number of years of teaching experience with the State of Minnesota.
  - 2. Total number of years of formal teaching experience as documented by the employee's retirement plan credit.
  - 3. Highest advanced education related degree.

If a tie still exists, seniority positions shall be determined by the lowest teaching license file folder number.
- D. An employee disagreeing with his/her placement on the seniority list shall have thirty (30) calendar days from the posting date to supply evidence in support of a seniority change. If there is not satisfactory resolution within twenty (20) calendar days of the requested seniority change, an employee may seek resolution through the grievance procedure. The Appointing Authority shall within thirty (30) calendar days of the resolution post any revisions to the seniority list which resulted from a resolution of a dispute over placement on the list. Errors of fact on the seniority roster may be raised by either party at any time.



## ARTICLE 15 – LAYOFF

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**Section 1. Exclusions.** The provisions of this Article do not apply to unclassified, temporary, or emergency employees.

**Section 2. Layoff.** An Appointing Authority may layoff an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the service of the employee.

- A. For a full-time, unlimited employee, a layoff occurs when his/her hours of work are reduced for a period longer than ten (10) consecutive working days. In addition any reduction in hours of a part-time, unlimited employee, except for intermittents, which would place the employee outside the bargaining unit shall constitute a layoff.
- B. If the Appointing Authority determines that a layoff is to occur, the Appointing Authority will make every effort to execute the layoff date in a timely manner that would allow the employee to seek employment in another educational system.
- C. In the event of layoff, the Appointing Authority at the seniority unit shall determine the subject area(s) and employment condition(s) (i.e., full-time unlimited, part-time unlimited, intermittent, seasonal full-time, seasonal part-time) in which reduction is to be made.
- D. The least senior employee assigned to the affected subject matter area, seniority unit and employment condition shall be given notice of layoff. The Appointing Authority shall provide written notice to the employee and the designated Association representative at least thirty (30) working days, whenever practicable, but at least twenty-one (21) days prior to the effective date of the layoff. The notice shall state the reason for layoff, the effective date of layoff, and the estimated length of the layoff period.
- E. An employee notified of layoff may bump another, less senior employee in the same seniority unit in the following order:
  - 1. If the employee has seniority in other subject area(s), he/she may bump (displace) the least senior employee with the same employment condition who is assigned to a subject area in which the bumping employee has seniority. If this option is not available, then the employee may proceed to #2.
  - 2. If the employee has seniority in the same or other subject area(s), he/she may bump (displace) the least senior employee with a different employment condition who is assigned to a subject area in which the bumping employee has seniority.
- F. A more senior employee may be laid off out of seniority order upon their request and with the approval of the Appointing Authority.
- G. At the discretion of the Appointing Authority, an employee under notice of permanent layoff may be granted transition leave under Article 18, Leaves of Absence, Section 4K.
- H. An employee who has been permanently laid off may be entitled to insurance under Article 22, Insurance, Section 3.D.1., Special Eligibility - Employees on Layoff, and/or severance pay under Article 28, Severance Pay.

### **Section 3. Layoff List.**

- A. **Seniority Unit Layoff List.** The name(s) of employee(s) who have been laid off shall be placed on a Seniority Unit Layoff List for the seniority unit, geographic location, and employment condition from which the employee was laid off. Employees may also indicate in writing, on a document provided by the Appointing Authority, other employment conditions for which they are available. The employee's name shall remain on the layoff list for a minimum of one (1) year, or for a period equal to the employee's seniority up to a maximum of four (4) years.
- B. **Bargaining Unit Layoff List.** The name(s) of employee(s) on layoff shall also be placed on a Bargaining Unit Layoff List for the bargaining unit, geographic location and employment condition from which they were laid off. Names shall be retained on the Bargaining Unit Layoff List for a minimum of one (1) year, or for a period of time equal to the employee's seniority up to a maximum of four (4) years.

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

- C. **Copies to Association.** Upon request to Minnesota Management & Budget a copy of these layoff lists shall be furnished to the Association and/or Local Association.

### **Section 4. Recall.**

- A. If a Seniority Unit has a vacancy and there are employees on the Seniority Unit Layoff List for that Seniority Unit, the employee on that list with the most seniority who is licensed or, in areas where no licensure exists, qualified/credentialed in the subject matter(s) in which the vacancy occurred shall be recalled.
- B. If no employee on the Seniority Unit Layoff List set forth in Section 5A is licensed or, in areas where no licensure exists, qualified or credentialed in the subject matter(s) in which the vacancy occurred, the employee with the most seniority on the Bargaining Unit Layoff List who is licensed or, in areas where no licensure exists, qualified or credentialed in the subject matter(s) in which the vacancy occurred shall be recalled. Employees shall be recalled only to the locations for which they indicated availability.
- C. No appointment of a new employee shall be made while there is available on layoff an employee who is properly licensed or, in areas where no licensure exists, qualified/credentialed to fill such a vacancy.
- D. A recalled employee may be required to serve a new probationary period if he/she was on layoff from one Seniority Unit and is recalled by another.
- E. Upon recall, accrual rates applied to salary and fringe benefits shall be the same as existed at the time of the layoff.

- F. An employee shall be notified of recall by personal notice, certified mail (return receipt required), or email (employee's email response required) sent to the employee's last known address (or email address) at least fifteen (15) calendar days prior to the reporting date. An Appointing Authority shall notify an employee by email only if the employee has approved of this method of notice in writing. The employee shall notify the Appointing Authority by certified mail (return receipt required) or email within five (5) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date unless other arrangements are made. It shall be the employee's responsibility to keep the Appointing Authority informed of his/her current address (and email address, if applicable).

### **Section 5. Removal from Layoff List.**

- A. If an employee is recalled, the employee's name shall be removed from both layoff lists. In the event that an employee is recalled to a Seniority Unit other than the one from which he/she was laid off, and the employee does not successfully complete the probationary period, such employee's name shall be restored to the original Seniority Unit Layoff List for the remainder of the time period originally provided in Section 3, Layoff List, subdivision A.
- B. Failure to accept recall to a position which meets the availabilities specified by the employee will result in removal from both layoff lists.
- C. An employee shall be removed from both layoff lists upon the employee's resignation, retirement or termination from State service.
- D. It shall be the employee's responsibility to keep Minnesota Management & Budget informed of his/her current address, any changes in licensure or credentials, and any changes in acceptable geographic locations and employment conditions.

**Section 6. Labor Management Cooperation.** When an Appointing Authority initiates a planning process or management study which is anticipated to result in layoff, the Appointing Authority will meet and confer with the Association during the decision planning phase and again during the implementation planning phase. The Appointing Authority and the Association shall enter into negotiations regarding a Memorandum of Understanding upon the request of either party to modify this Agreement regarding the implementation plans which shall include, but are not limited to, the following:

1. length of the layoff notice;
2. job and retraining opportunities;
3. alternative placement methods;
4. early retirement options pursuant to Minn. Stat. 43A.24, subd. 2(i);
5. other methods of mitigating layoffs or their effect on employees.

## **ARTICLE 16 - DISCIPLINE**

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**Section 1. Non-Disciplinary Action.** Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel file.

**Section 2. Disciplinary Action.** Disciplinary action shall be imposed on employees only for just cause.

- A. Discipline shall include only the following, but not necessarily in this order:
  - 1. Oral reprimand (not arbitrable), or
  - 2. Written reprimand, or
  - 3. Suspension, or
  - 4. Discharge.
- B. **Association Representation.** The Appointing Authority shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline without first offering the employee an opportunity for Association representation. Any employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be furnished to the local Association president or designated representative upon request. The employee shall be advised of the nature of the allegation(s) prior to questioning.
- C. **Reprimand.** If the Appointing Authority has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.
- D. **Identifying Reprimands.** Oral reprimands shall be clearly identified as such at the time disciplinary action is administered.
- E. **Notification.** A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file. When either a suspension or a discharge is intended, the Appointing Authority shall, before or at the time the action is taken, notify the employee in writing of the specific reason(s) for such action. The Appointing Authority may discipline an employee before such notification is given if the employee's continuation in the worksite would impede the ensuing investigation or otherwise threaten the health or safety of the employee or others. The Appointing Authority shall provide the employee with such notification within one work day thereafter, exclusive of Saturdays, Sundays and holidays.

**Section 3. Investigative Meetings.** In order that no unwarranted disciplinary action will be taken against an employee, the Appointing Authority will make a full and comprehensive investigation of any alleged violation of the Agreement, rules and regulations, laws or other restrictive edicts affecting an employee(s) that could be sufficient cause for disciplinary action. Upon request of an employee who is the subject of an investigation, the Appointing Authority shall inform the employee whether the status of the investigation is active or is no longer active.

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

**Section 5. Procedure for Discharge of Permanent Employees.** The Appointing Authority shall not discharge a permanent, classified employee without just cause. If the Appointing Authority believes there is just cause for discharge, the employee and the Association shall be notified in writing that the employee is to be discharged and shall be furnished with the reason(s) therefore, and the effective date of the discharge. The employee shall be given an opportunity to hear an explanation of the evidence, if requested, against him/her, to present his/her side of the story and is entitled to Association representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the 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. If the employee was not in pay status at the time of the notice of discharge, the Appointing Authority shall pay the employee for the time between the notice of discharge and the expiration of the meeting.

The Association, with the consent of the affected employee, shall have the right to take up the discharge at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with this procedure if requested by the Association. An employee found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties or the decision of the Arbitrator.

**Section 6. Personnel File.** An employee's personnel file shall contain only materials that are related to his/her employment.

An oral reprimand shall not become a part of an employee's personnel file. Investigations which do not result in disciplinary actions shall not be entered into an employee's personnel file.

Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries into the permanent personnel file. An employee shall have the right to place in his/her personnel file, a written response which shall be attached to the relevant document. Such responses must be submitted in a timely fashion.

Upon the written request of an employee, a written reprimand shall be removed after two (2) years and a written record of a suspension of ten (10) or fewer days after four (4) years from the employee's permanent personnel file provided that no further disciplinary action has been taken.

Materials placed in the employee's personnel file, upon the employee's request and by a showing of the employee that such material is incomplete, inaccurate, or false, are to be immediately expunged from the file.

The contents of an employee's permanent personnel file shall be disclosed to the employee upon request and to the employee's Association representative upon the written request of the employee. Upon written request, copies of such materials shall be provided at the expense of the employee or Association.

Only the permanent personnel file may be used as evidence in any disciplinary action or hearing. This does not limit, restrict or prohibit the Appointing Authority from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Association.

## ARTICLE 17 - GRIEVANCE PROCEDURE

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### **Section 1. Definitions.**

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Days. "Days" means working days. Working days means Monday - Friday throughout the entire calendar year. This definition applies to teachers working both academic and non-academic calendars.

Service. "Service" means personal service or by U.S. mail.

Reduced to Writing. "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.

Answer. "Answer" means a concise response outlining the Appointing Authority's position on the grievance.

### **Section 2. Grievance Steps.**

- A. **Step 1. Informal.** Whenever any employee, group of employees, or the Association, has a grievance, the grievant(s) and/or the Association representative shall meet on an informal basis with the immediate supervisor or designee in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.
- B. **Step 2. Appointing Authority.** If the grievance is not resolved within ten (10) days of the meeting at the informal step, the grievance may be reduced to writing by the employee and/or Association within ten (10) days of the immediate supervisor's or designee's response and served upon the Chief Executive Officer, or designee, of the facility. Within ten (10) days of receipt of the written grievance, the Chief Executive Officer or designee shall arrange a meeting with the grievant(s) and/or Association representative and endeavor to mutually resolve the grievance. Within ten (10) days of the meeting of the parties, the Chief Executive Officer or designee shall serve a written answer to the grievance upon the grievant(s) and Association.
- C. **Step 3. Agency Head.** If the grievance remains unresolved, the Association, within ten (10) days after the response of the Chief Executive Officer, or designee, may appeal the grievance to the Agency Head of the affected Department, or designee. Within ten (10) days of receipt of the written grievance, the Agency Head, or designee, shall arrange a meeting with the grievant(s) and/or the Association representative and endeavor to mutually resolve the grievance. Within ten (10) days of the meeting of the parties, the Agency Head, or designee, shall respond to the grievance in writing. If the Appointing Authority and the Agency Head are the same, this step shall be eliminated and the Association shall immediately proceed to Step 4 of the Grievance Procedure.

D. **Step 4. Mediation.** If the grievance remains unresolved after receiving the response at the last step, within ten (10) days either party may request, in writing, mediation. The written request shall be directed to the State and Local Association representative (in case of a request by the Appointing Authority) or to the Chief Executive Officer (in case of a request by the Association). Within ten (10) days of the request, the party receiving the request shall respond in writing. If neither party requests mediation within ten (10) days after receiving the previous step response, the Association may immediately proceed to Step 5 of the Grievance Procedure.

E. **Step 5. Arbitration.**

1. If the grievance remains unresolved after mediation, the Association shall have ten (10) days after the date of mediation at Step 4 to appeal the grievance, in writing, to arbitration.
2. If the parties do not agree to mediate the grievance, the Association shall have ten (10) days after the denial of mediation at Step 4 to appeal the grievance, in writing, to arbitration.
3. If neither party requests mediation within ten (10) days after receiving the previous step response, the Association shall have ten (10) days from the last date available to request mediation to appeal the grievance, in writing, to arbitration.

In any of the above listed situations, the grievance may be appealed to arbitration by serving written notice upon the Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator), or designee. The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, either party may request from the Commissioner of the Bureau of Mediation Services, State of Minnesota, a list of at least five (5) potential arbitrators. The parties shall alternately strike names from the list of arbitrators until one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by the flip of a coin.

**Section 3. Fees and Expenses.** Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record, and the other party may then obtain a copy at the cost prescribed by the transcriber or his/her service agreement, whichever is less.

**Section 4. Arbitrator's Authority.** The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her. The arbitrator's decision shall be binding on all parties to the dispute unless the decision is contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

**Section 5. Processing of Grievances.** Processing of all grievances shall be during the normal work day whenever possible, and the grievant shall not lose wages due to his/her necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are the grievant and another employee if selected by the grievant, however, paid time to process first and second step grievances shall not include travel time.

**Section 6. Time Limits.** The parties, by mutual written agreement, may waive any step and extend any time limit in this Grievance Procedure. However, failure by the Association or the employee to adhere to the time limits specified herein will result in a forfeit of the grievance. If the Employer does not answer a grievance or an appeal thereof within the specified time limit, the Association may elect to treat the grievance as denied at that step and appeal the grievance to the next step.

Grievances involving employees in more than one facility may, at the option of the Association, be reduced to writing by the Association and submitted to the Employer at Step 2.

**Section 7. Identifying Designees.** The parties will supply the names of designees of each facility for each step of the grievance procedure. No member of the bargaining unit shall be an Employer designee for any step of the grievance procedure.

**Section 8. Veterans' Preference.** If an employee/former employee pursues an appeal procedure under Minn. Stat. 197.46 (or other applicable Veterans' Preference law), the employee/former employee shall be precluded from making an appeal under the grievance procedure.

## **ARTICLE 18 - LEAVES OF ABSENCE**

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

**Section 2. Authorization for Leave.** Prompt authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor.

**Section 3. Statutory Leaves.** Leaves provided by Minnesota Statutes are contained in Appendix L.

### **Section 4. Leaves of Absence With Pay.**

- A. **Military Leave.** In accordance with Minn. Stat. 192.26, up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military or naval reserves of the United States or of the State of Minnesota and who are ordered or authorized by the appropriate authorities to engage in training or active service.
- B. **Court Appearance Leave.** Leave shall be granted for appearances before a court, legislative committee, or other judicial or quasi-judicial body as a witness in an action involving the Federal Government, the State of Minnesota, or a political subdivision thereof, in response to a subpoena or other direction of proper authority when such leave request is for job-related purposes. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. However, an employee shall not be granted leave with pay for an employee or Association initiated lawsuit against the State.
- C. **Jury Duty Leave.** Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular base rate of pay. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. "Service upon a jury" includes times when the employee is impaneled for actual service or is required by the court to be present for potential service. During any other time, the employee shall report to work.



- D. **Voting Time Leave.** Any employee who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the employee has made prior arrangements for such absence with his/her immediate supervisor.

Upon request of the employee made no later than seventy two (72) hours preceding a federal election or statewide general election, and with the approval of the supervisor, the employee may be permitted to absent himself/herself for the purpose of voting at times other than the forenoon.

- E. **Sabbatical Leave.** The purpose of sabbatical leaves is to give employees the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their teaching assignments within the bargaining unit. Such leaves may be granted if the following criteria are met:

1. The employee has served on a full-time basis for six (6) or more consecutive academic years.
2. The employee has submitted a plan for the sabbatical leave which is designed to serve the purpose described above.
3. The Appointing Authority has determined that funds are available for this purpose and that staffing needs of the facility/institution can be met.
4. The number of sabbaticals approved for an institution does not exceed five percent (5%) of the number of full-time equivalent employee positions allocated to the institution for that year, or one (1), whichever is greater.

Applications for sabbaticals shall be submitted at least ninety (90) days prior to the commencement of the planned sabbatical, and notice of approval or rejection shall be given to the employee within thirty (30) days of the leave request.

If the number of applications in a given institution exceeds five percent (5%) of the number of full-time employee positions allocated to the institution for that year, approval will be granted to those who have the greatest number of consecutive years of full-time service without having been granted a sabbatical leave. Applicants who meet all criteria except those exceeding the five percent (5%) limit, shall be placed at the head of the list, for the next year or for full-time vacancies created by cancellation, in order of descending number of years without having been granted a sabbatical leave.

Sabbatical leave shall be for a minimum of one quarter, one semester, or one summer session, but may not exceed the equivalent of one calendar year.

Employees on sabbatical leave shall receive one-half of their salary. Employees on sabbatical leave may accept scholarships, fellowships, grants or other employment which serves the purpose of the sabbatical leave. However, earnings from such employment plus the sabbatical leave payment which are in excess of the employee's salary schedule income shall be reimbursed to the Appointing Authority.

Time spent on sabbatical leave shall be treated as continuous state service. The employee shall be entitled to the insurance coverage provided by the Employer during his/her sabbatical leave. Sick leave and vacation leave shall be accrued on a pro rata basis.

- F. **Bereavement Leave.** The employee shall be granted a reasonable period of sick leave in the event of death of the employee's spouse, or the death of the employee's or employee's spouse's parents, grandparents, guardian, children, grandchildren, brothers, sisters, or wards.
- G. **Natural Disaster or Catastrophe Leave.** In the event of a local disaster, leave shall be granted to bonafide members of emergency operations organizations, such as Red Cross Disaster Teams, Volunteer Fire Departments, Police Reserves, and Civil Defense agencies during the critical phases of the disaster. However, an Appointing Authority may deny such leave if an emergency situation exists at the facility and the employee's services are needed. Additionally, it is agreed that the Employer is not liable for workers' compensation claims arising out of the activities of employees using leave under this provision. Employees shall receive their regular rate of pay but shall remit to their Appointing Authority fees/amounts received for services rendered for any particular emergency call out.
- H. **Teachers' Convention Leave.** NOTE: Reference to this leave has been moved to Article 10, Professional Development.
- I. **Blood Donation Leave.** Leave shall be granted to employees to donate blood at any Appointing Authority locally endorsed program.
- J. **Personal Leave.** During the first six (6) months of employment with the State of Minnesota, a teacher shall have sixteen (16) hours of personal leave. The use of such leave must have prior approval of the Appointing Authority before it can be used.
- K. **Transition Leave.** At the Appointing Authority's discretion, an employee under notice of permanent layoff may continue in payroll status for up to eighty (80) hours of paid leave, ending at the date of layoff.
- L. **Investigatory Leave.** See Article 16, Discipline, Section 4.
- M. **Emergency Leave.** The Commissioner of Minnesota Management & 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 made emergency, if continued operation would involve a threat to the health or safety of individuals. Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Minnesota Management & Budget authorizes a longer duration.
- N. **Paid Administrative Leave.** At the Appointing Authority's discretion, an employee may be placed on paid administrative leave for up to thirty (30) calendar days when the employee has been involved in a critical incident or when his/her continued presence in the workplace poses a risk to the employee or the organization. The Local Association will be provided with notification at the time the employee is placed on the leave. Any extension(s) must be mutually agreed to between the Appointing Authority and the Local Association. At the request of the Local Association, the Appointing Authority will provide information to the Local Association regarding the status of the employee on the leave. It is the Appointing Authority's policy to return an employee to active duty status as soon as it is practical and prudent.

## **Section 5. Leaves of Absence Without Pay.**

- A. **Military Leave.** In accordance with Minn. Stat. 192.261 and federal law, leave shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty for training, or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years plus such additional time as the employee may be required to serve pursuant to law. Leave time for service in the military shall be considered as paid leave for purposes of vacation leave and sick leave accrual.

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

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

C. **Medical Leave.**

1. **Employee Requested.** Leave of absence for the duration of the disability for a period up to six (6) consecutive months shall be granted to any permanent employee who, as a result of an extended illness or injury including pregnancy or childbirth related disabilities, has exhausted his/her accumulation of sick leave. Upon the request of such employees, such leave may be extended up to a total maximum of one (1) year. In all cases a physician's statement indicating diagnosis, prognosis and estimated length of disability is required before such leave is granted. An employee returning from employee-requested medical leave shall be reinstated to his/her original job or to a position of like status, pay and seniority.
2. **Appointing Authority Initiated.**
  - a. If the Appointing Authority has reasonable cause to believe that a permanent employee is unfit or unable to perform the duties of his/her position as a result of disability, injury or illness, after consultation with the Association, the employee may be placed on a leave of absence for a period not to exceed six (6) months in duration.
  - b. Such leave may not be initiated unless the Appointing Authority has offered the employee the opportunity to participate in the Employee Assistance Program or another rehabilitation program and only after an evaluation by a private medical practitioner.
  - c. The selection of a private medical practitioner shall be mutually agreed upon between the Appointing Authority and the Association. If the parties are unable to mutually agree, the Appointing Authority shall be free to send the employee to a private medical practitioner of the Appointing Authority's choosing. This evaluation shall be at no cost to the employee.
  - d. An employee on this leave may use his/her accumulated sick or vacation leave and may continue participation in the group insurance program in accordance with the terms in Article 22, Insurance.
  - e. The Appointing Authority agrees that it will limit documentation related to the evaluation in an employee's personnel file to the practitioner's medical conclusion as to whether that employee is fit for duty. The Appointing Authority agrees to maintain the information noted above in strict confidentiality unless it becomes the subject of a grievance.
  - f. In the event of a grievance arising from an Appointing Authority's determination of an employee's fitness to perform his/her job, where a medical examination has been conducted, the Association agrees that the employee shall waive patient/doctor confidentiality to allow access to his/her relevant medical records by the Appointing Authority or the grievance shall be deemed waived.

- g. Employees returning from an Appointing Authority Initiated leave shall be reinstated to their original job or to a position of comparable duties, if qualified, within the same Appointing Authority. Employees granted such leave shall not be permitted to bump an existing employee. If an employee has been on this leave for six (6) months, at the request of the employee or the Association, the Appointing Authority shall reorient the employee to his/her job.

All employees returning from medical leaves shall accrue sick and vacation leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.

- D. **Parenting Leave**. Requests for parenting leaves of absence shall be submitted not later than the end of the sixth month of pregnancy of the employee or spouse and shall be accompanied by a physician's statement indicating the estimated date of delivery of the child. Parenting leave shall be granted to all employees who request it. Parenting leave shall not be considered the same as medical leave, and it shall continue up to six (6) consecutive months, and shall be reduced by any paid or unpaid leave of absence or by any summer break in service. Parenting leaves may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority.

Employees returning from parenting leave shall be reinstated to their original job or to a position of like status, pay and leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.

- E. **Adoption Leave**. Requests for adoption leaves of absence shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave and shall be granted to all employees who request same. The leave shall commence on the date requested by the employee and shall continue up to six (6) weeks provided, however, that adoption leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority. Employees returning from an adoption leave shall be reinstated to their original job or to a position of like status, pay, and seniority. Returning employees shall accrue sick and vacation leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.
- F. **Association Leave**. Upon the written request of the Association, leave shall be granted to employees who are officially appointed full time representatives of the Association. The Appointing Authority may request the Association to confirm the employee's continuation on Association Leave.
- G. **Professional Development Leave**. In recognition of the philosophy of professional development as described in Article 10, Section 1, upon request, leave may be granted to any employee for the purpose of professional development. Such requests shall not be unreasonably denied.

- H. **Long Term Personal Leave.** Upon request, leave may be granted for a specific period of time, up to two (2) years in duration, to any employee, for the purpose of travel or personal reasons and shall not be unreasonably denied. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- I. **Extended Leave.** At the discretion of the Appointing Authority, an extended leave of absence of at least two (2) but no more than five (5) years may be granted to an employee with at least ten (10) years of State service in the bargaining unit since his/her last date of appointment. Such leave may be extended to no more than five (5) years with agreement of the Appointing Authority.

At the discretion of the Appointing Authority, an employee may return to employment before the expiration date of an extended leave provided that the employee notifies the Appointing Authority, in writing, of such intent six (6) months prior to the date of return or before the first of February for the next academic year.

At least sixty (60) days prior to the expected end of an extended leave, the Appointing Authority shall send a reminder to the employee requesting confirmation that the employee plans to return from leave as scheduled. If the employee does not provide such confirmation at least thirty (30) days prior to his/her expected return date, s/he may be considered to have resigned at the completion of the leave.

An employee may be granted only one leave pursuant to this section in his/her career with the State of Minnesota.

The time spent by an employee on an extended leave pursuant to this section shall not be included in step progression upon return from the leave. Any credits earned by an employee on an extended leave pursuant to this section shall not be applied toward the employee's lane placement for a length of time equal to the length of the leave.

For insurance purposes, an employee on an extended leave pursuant to this section, may continue participation in the group insurance plan found in Article 22, provided that the employee bears the full premium costs during the leave.

**Section 6. Cancellation of Leaves of Absence.** All discretionary leaves of absence designated in Section 5 shall be subject to the condition that the Appointing Authority may cancel the leave at any time and shall give written notice to the employee and the Association, specifying a reasonable date of termination of the leave.

**Section 7. Reinstatement from Leave of Absence.** An employee granted a leave of absence shall be returned to employment at the expiration of the leave unless the position occupied prior to such leave has been abolished and no person of less seniority is employed at the facility in the same classification at the date of expiration of the leave.

Subject to paragraph 1 above, with the exception of an extended leave, an employee may return to employment at any time prior to the expiration of the leave with the agreement of the Appointing Authority.

Subject to paragraph 1 above, the return of an employee to employment prior to the expiration date of an extended leave shall be governed by the conditions set forth in Section 5I of this Article.

The name of an employee who is laid off prior to expiration of a leave of absence because of abolition of the position as provided above shall be placed on the appropriate layoff list.

## ARTICLE 19 - VACATION LEAVE

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**Section 1. Allowances.** Employees on an unlimited appointment, except intermittents working less than sixty-seven (67) working days in any twelve (12) month period, shall accrue vacation pay according to the following rates:

<u>Length of Service</u>	<u>Rate Per Full Payroll Period</u>
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 18 years	7 1/2 working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8 1/2 working hours
After 30 years	9 working hours

For purposes of determining changes in an employee's accrual rate, Length of Service shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one (1) full payroll period in duration. However, accrual rates shall not be adjusted for employees on military leave or if the leave is FMLA qualifying. Additionally, the Length of Service requirement shall only include an employee's service in a vacation eligible status. This method shall not be used to change any Length of Service determined prior to the effective date of this Agreement.

Length of service may also include time spent in other formal teaching positions as stated below:

An employee who is appointed to or occupies a position covered by this agreement within three (3) academic years of separation from formal teaching positions, or other related academic or professional work experiences, may, at the discretion of the Appointing Authority, transfer length of service credit from those positions for purposes of vacation accrual. Any increase in the vacation accrual rate which is the result of the Appointing Authority decision, shall commence the pay period after the date of the Appointing Authority decision. Determinations made under this provision are not arbitrable under this agreement.

An employee who is reinstated or reappointed to state service within one (1) year of the date of resignation or retirement shall accrue vacation leave at the same rate with the same credit for length of service that existed at the time of such separation.

In the case of employees who work a scheduled academic year that is less than a full calendar year, such academic year shall be considered a calendar year for the purpose of this Article.

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

An employee shall not use vacation during his/her first six (6) months of continuous service. Upon completion of six (6) months continuous service, the employee shall then accrue his/her vacation beginning from his/her date of hire. However, an employee who is reinstated or reappointed to a position may use vacation in the first six (6) months of the appointment provided the employee completed six (6) months of continuous service in a vacation-eligible position, with the State of Minnesota, prior to the reinstatement or reappointment.

Employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated as specified in Appendix A.

An employee receiving sick leave or vacation leave, or Workers' Compensation supplemented by either sick leave or vacation leave, shall accrue vacation leave pursuant to this section.

Employees may accumulate unused vacation leave to any amount, provided that once during each fiscal year each employee's accumulation must be reduced to a maximum of two hundred seventy-five (275) hours.

Employees on a military leave under Article 18 shall earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of two hundred seventy-five (275) hours shall be taken within two (2) years of the date the employee returns from military leave.

**Section 2. Vacation Period.** Reasonable effort shall be made by the Appointing Authority to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the unit permits. Whenever possible, vacation requests shall be submitted to the employee's supervisor at least four (4) weeks in advance. The supervisor shall respond to the employee in writing to all written requests within one (1) week.

If it becomes necessary to limit the number of employees off on vacation at the same time, the vacation schedule shall be established on the basis of seniority within subject matter specialty in the event of any conflict over vacation periods. Employees who fail to request their vacation leave at least four (4) weeks in advance shall not be granted their vacation by seniority consideration over less senior employees who had submitted their requests prior to the four (4) week deadline. Any employee who has not been offered reasonable opportunity, or who has not been permitted to reduce his/her vacation accumulation and who is about to lose vacation because he/she has or will reach the maximum accumulation of vacation leave, shall be entitled to take sufficient vacation to prevent such loss upon two (2) weeks advance notice to his/her supervisor. Nothing in this Section shall be construed to preclude employees from requesting and being granted vacation periods of one (1) day or less.

**Section 3. Vacation Usage.**

- A. In the case of employees who work a scheduled academic year that is less than a full calendar year, vacation accruals shall be used by the employee during official school breaks. With the approval of the Appointing Authority, vacation days may be scheduled for the aforementioned employees during the normal academic year where teacher/pupil contact time is required. Unused vacation accrual shall normally be paid in cash at the end of the academic school year unless a carry-over is mutually agreed to by the Appointing Authority and the employee.
- B. If an employee becomes ill or disabled while on vacation leave, such leave shall be changed to sick leave effective the date of the illness or disability, upon notice to the employee's Appointing Authority and provided the vacation leave is applicable to scheduled hours of work.
- C. Except for employees who separate from State service prior to the completion of six (6) months of continuous service, an employee who is separated from State service by layoff, resignation, death, or otherwise, shall be paid for the number of hours of unused vacation leave accumulated to the employee's credit up to a maximum of two hundred sixty (260) hours.
- D. An employee who is transferred or accepts employment under the jurisdiction of a new Appointing Authority, or in the unclassified service of the state, or an unclassified employee who transfers to the classified service, without interruption of service to the state shall be permitted to transfer accumulated unused vacation leave.

## ARTICLE 20 - SICK LEAVE

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**Section 1. Sick Leave Accrual.** Employees on an unlimited basis, except intermittents working less than sixty-seven (67) working days in any 12 month period, shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire.

Employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated as specified in Appendix B.

Employees on a military leave under Article 18 shall earn and accrue sick leave as though actually employed, pursuant to Minn. Stat. 192.26.

**Section 2. Reinstatement of Sick Leave.** An eligible employee who is reinstated or reappointed to State service within four (4) years of the date of resignation in good standing, or retirement shall have his/her accumulated but unused sick leave balance restored and posted to his/her credit in the records of the Appointing Authority.

Upon request, employees of the Legislative Branch who transfer or who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement shall have accumulated unused sick leave posted to the employee's credit.

**Section 3. Sick Leave Use.** Any employee, except intermittents working less than sixty-seven (67) working days in any twelve- (12) month period, shall be granted sick leave with pay, not to exceed the employee's current sick leave accumulation, for absences necessitated by the following reasons:

A. **Employee.**

1. Illness or medical disabilities including the period of time that a doctor certifies a female employee is unable to work because of pregnancy;
2. Medical or dental care;
3. Exposure to a contagious disease so that his/her attendance on duty may endanger the health of other employees or the public.

B. **Others.** Sick leave granted under paragraphs 1-4 below shall be for such reasonable periods as the employee's presence may be necessary.

1. Illness of a spouse, dependent child, wards, parent or spouse's parent living in the household of the employee;
2. Illness of a minor child whether or not the child lives in the household of the employee;
3. Illness of a spouse, wards, parent or spouse's parent not living in the same household, up to a cumulative maximum of five (5) working days per fiscal year.
4. With prior notice, an employee may use sick leave to accompany a parent to a medical and/or dental appointment, up to a cumulative maximum of twenty-four (24) hours per fiscal year. The parent does not need to live in the employee's household.

C. **Birth or Adoption.** Up to five (5) days of sick leave shall be granted for birth or adoption of a child. In the case of adoption, and at the sole discretion of the Appointing Authority, additional sick leave may be granted to acquire the child, but in no case may the total leave granted exceed seven (7) days.



**Section 4. Sick Leave Request.** Whenever possible, employees must submit their request for sick leave to their immediate supervisor in advance of the absence. When an employee cannot obtain advance approval of his/her absence, it shall be his/her responsibility to notify his/her supervisor by telephone or other means as soon as possible, after his/her normal reporting time. Supervisors shall be required to answer all requests for sick leave promptly.

Employees using leave under this Section shall furnish a statement from a medical practitioner upon the request of the Appointing Authority for absences in excess of three (3) work days, or when the Appointing Authority has a reasonable basis to believe that an employee has abused or is abusing sick leave.

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

## **ARTICLE 21 - HOLIDAYS**

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**Section 1. Eligibility.** Employees on an unlimited appointment shall receive the following paid holidays. To be eligible, an employee must be in payroll status on the normal workday immediately preceding and the normal workday immediately following the holiday(s). However, unlimited intermittent employees must work the normal workday immediately before and immediately after the holiday. Employees who normally work less than full-time shall have their holiday pay prorated in accord with the schedule set forth in Appendix B1.

**Section 2. Designated Holidays.** Employees shall observe the actual holiday if it falls on a normally scheduled work day or on the scheduled work day closest to the actual holiday if it does not fall on a normally scheduled work day. The Appointing Authority may, with the agreement of the Local Association, designate substitute days for the observance of the asterisked (\*) holidays.

New Year's Day  
\*President's Birthday  
\*Memorial Day  
Independence Day  
\*Labor Day  
\*Veteran's Day  
Thanksgiving Day  
\*Day After Thanksgiving  
Christmas Day  
One Floating Holiday  
\*Martin Luther King's Birthday

Employees shall receive one (1) floating holiday each fiscal year of this Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The Appointing Authority may limit the number of employees that may be absent on any given day subject to the operational needs of the Appointing Authority. The Appointing Authority shall make a reasonable effort to approve the requested holiday. Floating holidays may not be accumulated or paid off.

**Section 3. Religious Holidays.** Any employee who observes a religious holiday on a day which does not fall on a Sunday or a legal holiday shall be entitled to such time off. Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave or, by mutual consent, is able to make the time up. Employees shall notify the Appointing Authority at least five (5) working days prior to the leave.

## ARTICLE 22 - INSURANCE

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

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

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

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

An employee who is employed on the basis of an academic year and whose employment contemplates absences from the State payroll during the summer months and during break periods occurring at Christmas, New Year's and Easter, shall continue to be eligible for benefits provided he/she appears on the regular payroll for at least one working day for the payroll period immediately preceding such break periods.

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

1. **Employees with a Work-related Injury/Disability.** An employee who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives workers' compensation payments or while the workers' compensation claim is pending.
2. **Totally Disabled Employees.** Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
3. **Retired Employees.** An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

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

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

1. **Spouse.** The spouse of an eligible employee (if not legally separated). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.
2. **Children and Grandchildren.** An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a handicapped child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of developmental cognitive disability, mental illness or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible to continue coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the employee's prior Employer.

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

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

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

- D. **Continuation Coverage.** Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:
- a. termination of employment (except for gross misconduct);
  - b. layoff;
  - c. reduction of hours to an ineligible status;

- d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
- e. death of employee;
- f. divorce or legal separation; or
- g. a covered employee's entitlement to or enrollment in Medicare.

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

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

- 1. Employees who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.
- 2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.
- 3. Employees of the Perpich Center for Arts Education, the Minnesota State Academy for the Deaf and the Minnesota State Academy for the Blind who work at least three-quarter (3/4) time for the nine month academic year.

B. **Partial Employer Contribution - Basic Eligibility.** The partial Employer Contribution for health and dental coverages is seventy-five percent (75%) of the full Employer Contribution.

- 1. **Part-time Employees.** Effective July 13, 1994, employees who hold part-time, unlimited appointments and who work at least fifty percent (50%) of the time but less than seventy-five percent (75%) of the time are eligible for partial Employer Contribution.
- 2. **Part-time Employees - Academic Year.** Effective July 13, 1994, employees who hold part-time unlimited appointments during an academic year schedule and who work at least fifty percent (50%) of the time but less than seventy-five percent (75%) of the time are eligible for the Employer Contribution.

C. **Participation Eligibility - No Employer Contribution.** Part-time employees who work less than fifty percent (50%) in an academic or calendar year schedule and were participating in the plan at their own expense on June 30, 1999, are allowed to continue participating in the plan. All other part-time employees working less than fifty percent (50%) in an academic or calendar year schedule are not eligible for participation in the plan.

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

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

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

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

2. **Work-related Injury/Disability.** An employee who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Article 18, he/she shall be eligible for an Employer contribution during that leave.
3. **Corrections Early Retirement Incentive.** Please refer to Article 23, Correctional Employees Retirement Plan.

E. **Maintaining Eligibility for Employer Contribution.**

1. **General.** An employee who receives a full or partial Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while on layoff as described in Section 3D1, or while eligible for workers' compensation payments as described in Section 3D2.
2. **Unpaid Leave of Absence.** If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one (1) working day per pay period.
3. **School Year Employment.** If an employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
4. An employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

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

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

1. **Employee Coverage.** For employee health coverage, the Employer contributes an amount equal to one hundred (100) percent of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage for the 2010 and 2011 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the dependent premium of Advantage.

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

1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee. However, for calendar years beginning January 1, 2010, and January 1, 2011, the minimum employee contribution shall be five dollars (\$5.00) per month.
2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

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

**Section 5. Coverage Changes and Effective Dates.**

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

1. **Newly Hired Employees.** All employees hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible employees will automatically be enrolled in basic life coverage. If employees eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.
2. **Eligibility Changes.** Employees who become eligible for a full employer contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If employees do not choose a health plan administrator and a primary care clinic within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

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

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

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

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

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

- a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.
- b. A change in number of dependents, including birth, death, adoption, and placement for adoption.
- c. A change in employment status of the employee, or the employee's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
- d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, marital status, or other similar circumstances.
- e. A change in the place of residence of the employee, retiree or their spouse, or dependent.
- f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
- g. Family Medical Leave Act (FMLA) leave.
- h. Judgments, decrees or orders.
- i. A change in coverage of a spouse or dependent under another Employer's plan.
- j. Open enrollment under the plan of another Employer.
- k. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.
- l. A COBRA-qualifying event.

- m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).
  - n. Entitlement to Medicare or Medicaid.
  - o. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.
- 2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).
  - 3. **Canceling Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of the life events set forth above occurs.
  - 4. **Effective Date of Benefit Termination.** Medical, dental, and life coverage termination will take effect on the first of the month following the loss of eligible employee or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible employee or dependent status.

C. **Effective Date of Coverage.**

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

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

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

- a. **Basic Life.** If an employee is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the employee's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, an employee is on an unpaid leave of absence or layoff.
- b. **Medical and Dental.** If an employee is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the employee or dependent, medical and dental coverage will be effective on the first day of the employee's return to work.

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



- c. **Optional Life and Disability Coverages.** In order for coverage to become effective, the employee must be in active payroll status and not using sick leave on the first day following approval by the insurance company. If it is an open enrollment period, coverage may be applied for but will not become effective until the first day of the employee's return to work.
- D. **Open Enrollment.**
  1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Each year of the Agreement, all employees shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days each year of this Agreement. Open enrollment changes become effective on January 1 of each year of this Agreement. Subject to a timely contract settlement, the Employer shall make open enrollment materials available to employees at least fourteen (14) days prior to the start of the open enrollment period.
  2. **Eligibility to Participate.** An employee eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5D1 above, make certain changes: (1) a former employee or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.
  3. **Materials for Employee Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.
- E. **Coverage Selection Prior to Retirement.** An employee who retires and is eligible to continue insurance coverage as a retiree may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the month following the date of retirement.

## **Section 6. Basic Coverages.**

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

1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.
2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2009 through December 31, 2009, health coverage under the SEGIP will continue at the level in effect on June 30, 2009. Effective January 1, 2010, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

- a. **Benefit Options.** Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.
- 1) **Plan Administrator.** Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the employee.
  - 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
  - 3) **Primary Care Clinic.** Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.
  - 4) **Advantage Benefit Chart for Services Incurred During Plan Years 2010 and 2011.**

<u>2010 and 2011 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Deductible for all services except drugs and preventive care (S/F)	\$50/\$100	\$140/\$280	\$350/\$700	\$600/\$1,200
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) \$17 2) \$22	1) \$22 2) \$27	1) \$27 2) \$32	1) \$37 2) \$42
Convenience Clinic (deductible waived)	\$10	\$10	\$10	\$10

<u>2010 and 2011 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Emergency room copay	\$75	\$75	\$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays <ul style="list-style-type: none"> <li>Per inpatient admission (waived for admission to Center of Excellence)</li> <li>Per outpatient surgery</li> </ul>	\$85  \$55	\$180  \$110	\$450  \$220	N/A – subject to Deductible and 25% Coinsurance to OOP maximum  N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	5%	10%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services <u>NOT</u> subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug out-of-pocket limit (S/F)	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200

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

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

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

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

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

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

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

e. **Prescription drugs.**

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

For each year of the contract:

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

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

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

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

- 2) **Insulin.** Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
- 3) **Brand Name Drugs.** If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
- 4) **Special Coverage for “Grandfathered Diabetic Group”.** For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the “Grandfathered Diabetic Group”), diabetic supplies are covered as follows:
  - Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty (30) day supply or one hundred (100) units when purchased with insulin.
- 5) **Special Coverage for Nicotine Replacement Therapies.** There will be no copayment for formulary nicotine replacement therapies for employees and dependents who take the Health Assessment, opt-in for coaching, and are engaged in a plan-sponsored smoking cessation program, or other program as documented by the health coach.
- f. **Special Service networks.** The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.
  - 1) Mental health services – inpatient or outpatient.
  - 2) Chemical dependency services – inpatient and outpatient.
  - 3) Chiropractic services.
  - 4) Transplant coverage.
  - 5) Cardiac services.
  - 6) Home infusion therapy.
  - 7) Hospice.
- g. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage.** If these individuals use the plan administrator’s national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “i” below. All terms and conditions outlined in the Summary of Benefits will apply.

- h. **Children living with ex-spouses outside of the service area.** Covered children living with former spouses outside the service area of the employee's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below.
  - i. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage.** (This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.
    - 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
    - 2) **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.
  - j. **Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under Advantage is not subject to a per person lifetime maximum. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars (\$1,100) per person or two thousand two hundred dollars (\$2,200) per family.
  - k. **Convenience Clinics.** Services received at convenience clinics are subject to a ten dollar (\$10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e.)
3. **Benefit Level Two Health Care Network Determination.** Issues regarding the health care networks for the 2011 insurance year shall be negotiated in accordance with the following procedures:
- a. At least twelve (12) weeks prior to the open enrollment period for the 2011 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.
  - b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2010 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

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

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

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

a. **Develop programs.**

1) The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the 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. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.

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

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

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

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

**B. Employee Life Coverage.**

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

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

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



## **Section 7. Optional Coverages.**

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

1. **Coverage Options.** Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 7A2.
2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:
  - a. **Copayments.** Effective January 1, 2010, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

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

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

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

- c. **Annual maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- d. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand eight hundred dollar (\$2,800) lifetime maximum benefit.

**B. Life Coverage.**

1. **Employee.** An employee may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Article, Section 5C. An employee who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
2. **Spouse.** An employee may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An employee who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
3. **Children/Grandchildren.** An employee may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). For a new employee, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section 5C. An employee who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Accelerated Life.** The additional employee, spouse or same sex domestic partner and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
5. **Waiver of Premium.** In the event an employee becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.
6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

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

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

C. **Disability Coverage.**

1. **Short-term Disability Coverage.** An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new employee, coverage applied for by the initial effective date of coverage as defined in this Article, Section 5C does not require evidence of insurability. For an employee who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.
2. **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from three hundred dollars (\$300) to seven thousand dollars (\$7,000) per month, based on the employee's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars (\$300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

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

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

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

## **ARTICLE 23 - CORRECTIONAL EMPLOYEES RETIREMENT PLAN**

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### **Section 1. Eligibility for Employer Contribution.**

- A. **Correctional Pre-Fifty-Five Early Retirement Incentive.** Any employee who attains the age of fifty (50) and who is covered by the Correctional Employees Retirement Plan (M.S. 352.90) may opt to take advantage of the Pre-Fifty-Five Early Retirement Incentive at or after his/her fiftieth (50th) birthday and before his/her fifty-fifth (55th) birthday occurs.

Employees shall be provided with health and dental insurance to which the employee was entitled at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement. Employees shall continue to receive an Employer Contribution as set forth below until the employee attains the age of sixty-five (65).

Notwithstanding any changes in coverage in accordance with this or any subsequent Agreement, the Employer Contribution shall be equal to one hundred twenty (120) times the amount of the monthly Employer Contribution for health and dental insurance applicable to that employee at the time of his/her retirement, times the percentage calculated as follows:

1. Employees will accrue ten percent (10%) credit for each twelve (12) months the employee is in active payroll status in a position that is covered by the Plan and in which the employee and Employer made the statutorily required contributions to the Plan. If an employee has more than six (6) months of active payroll status during a twelve (12) month period, then the employee shall be credited with the full ten percent (10%) for that period. If the employee has less than six (6) months of active payroll status during a twelve (12) month period, then the employee shall receive zero (0) credit for that period.
2. Total credit for all years of service will not exceed one hundred percent (100%).

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

- B. **Correctional Post-Fifty-Five Early Retirement Insurance Benefit.** An employee who is covered by the Correctional Employees Retirement Plan (M.S. 352.90) who retires at or after his/her fifty-fifth (55<sup>th</sup>) birthday and before his/her sixty-fifth (65<sup>th</sup>) birthday shall be entitled to receive the Employer Contribution to insurance in accordance with the following provisions:
1. Employees will accrue ten percent (10%) credit for each twelve (12) months the employee is in active payroll status in a position that is covered by the Correctional Employees Retirement Plan and in which the employee and Employer made the statutorily required contributions to the Correctional Employees Retirement Plan. If an employee has more than six (6) months of active payroll status during a twelve (12) month period, then the employee shall be credited with the full ten percent (10%) for that period. If the employee has less than six (6) months of active payroll status during a twelve (12) month period, then the employee shall receive zero (0) credit for that period.
  2. Total credit for all years of service will not exceed one hundred percent (100%).
  3. The monthly Employer Contribution shall be calculated as follows:
    - a. If the employee has received less than one-hundred percent (100%) credit for time spent in active payroll status in a position covered by the Correctional Employees Retirement Plan, the appropriate percentage times the monthly Employer Contribution for health and dental insurance applicable to that employee at the time of his/her retirement is the monthly amount paid by the Employer until the employee reaches age sixty-five (65). The eligible employee shall pay the remaining monthly portion; or
    - b. If the employee has received one-hundred percent (100%) credit for time spent in active payroll status in a position covered by the Correctional Employees Retirement Plan, the Employer shall pay the full Employer Contribution for health and dental insurance, as specified in Article 22 – Insurance, until the employee reaches age sixty-five (65).

If the Office of the Attorney General determines that this Insurance Benefit Plan violates state or federal law, the Employer will meet and negotiate with the Association on necessary modifications.

**Section 2. Conditions for the Pre-Fifty-Five Early Retirement Insurance Incentive and Post-Fifty-Five Early Retirement Insurance Benefit Plan.**

- A. The employee must be in a position covered by the Correctional Employees Retirement Plan at the time of retirement, except as provided in B below.
- B. Employees remain eligible for the Pre-Fifty-Five Early Retirement Insurance Incentive and the Post-Fifty-Five Early Retirement Insurance Benefit Plan if, as the result of a workers' compensation injury, they must move from a position covered by the Correctional Employees Retirement Plan to a state position covered by any other State Retirement Plan. Such employees must retire from state service and are subject to all other requirements and conditions of Section 1 (A) and (B). The agency in which the workers' compensation injury occurred shall be responsible for paying any Employer Contribution under this provision.
- C. Years of credit in Section 1 (A) and (B) shall include only the time during which the employee was employed by the State in a position covered by the Correctional Employees Retirement Plan.
- D. The employee must be receiving an Employer Contribution for health and dental coverage at the time of retirement.

- E. An employee who retires with no Employer Contribution for dependent coverage or who terminates dependent coverage following retirement may add a dependent in accordance with Article 22, Insurance, Section 5B1, Changes Due to a Life Event; however, that employee shall not subsequently be eligible for an Employer Contribution for dependent coverage except when the dependent is the employee's spouse and the spouse, immediately at the time of his or her retirement, is enrolled in SEGIP and is receiving an Employer Contribution for health and dental insurance.
- F. Receipt of retirement insurance benefits is dependent on the employee completing all required forms and continuing to pay any required premium.

## **ARTICLE 24 - INJURED ON DUTY**

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**Section 1. Hazardous Occupation Injuries.** The parties recognize that employees working with residents of the State's institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, 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 or direct consequences of such act of a person in the custodial control of the institution or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the workers' compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two-hundred and forty (240) times the employee's regular hourly rate of pay per disabling injury.

**Section 2. Other Job Related Injuries.** An employee may elect to use accumulated vacation or sick leave or both during a period of absence due to compensable illness or injury. Such leave may be used on the following basis.

- A. Transfer of the Workers' Compensation benefits to the State to be credited to the employee's sick leave or vacation accrual in proportion to the amount of compensation received and accept sick leave or vacation time for the compensable sickness or injury; or
- B. Keep the Workers' Compensation benefits and supplement same from accumulated sick leave or vacation leave; in no event may the total rate of compensation exceed the regular compensation of the employee.

**Section 3. Return to Employment.** An employee so absent shall be entitled to immediate return to actual employment upon appropriate release from Workers' Compensation status.

An employee incurring an on-the-job injury shall be paid his/her regular rate of pay for the remainder of the work day. Any necessary deductions from accrued sick leave for employees so injured shall not commence until the first scheduled work day following the injury.

## ARTICLE 25 - SALARIES

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**Section 1. Salary Schedule.** The salary schedule set forth in Appendix C is effective July 1, 2009 through June 30, 2011.

**Section 2. Shift Differential.** The shift differential for employees working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be sixty-five cents (\$.65) per hour for such hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

**Section 3. Step Progression.** No step increases shall be granted to employees with anniversary dates from July 1, 2009 through June 30, 2010. Step increases shall be granted for employees with anniversary dates beginning on or after July 1, 2010 if they are eligible for step increases according to the provisions of this section.

Annual step increases shall be awarded beginning with the payroll period nearest the employee's anniversary date contingent upon satisfactory service as determined by the Performance Review, Article 11. An employee who serves an emergency appointment and receives a probationary appointment to that position shall have his/her anniversary date credited to the beginning of the emergency appointment provided there was no break in service between the appointments.

**Section 4. Lane Changes.** Lane changes shall be effective the beginning of the first payroll period following the submission of documentary evidence of advanced training by the employee.

When requesting a lane change, the employee agrees to note on the lane change request form the criterion or criteria listed in Section 7, Subdivision A (1) and/or (2) of this Article under which such request is being made. The Appointing Authority agrees to respond in a timely manner to an employee's request for a lane change and, when such request is denied, to inform the employee, on the lane change request form, the reason(s) for such denial. The form for lane change requests is found in Appendix E.

**Section 5. Lane Placement.**

Subd. A. **Credits.** "Credits" as they apply to placement on the salary schedule include the following:

- 1) College credits that are recognized by a college or university that lead to a MA or MS degree or Fifth Year Program, satisfy relicensure or credentialing requirements in areas germane to the institution's educational program, lead to licensure in an area of special education, or are otherwise approved by the Appointing Authority or other Employer designee(s) as being of value to the institution's educational program. Credits are measured as semester credits. One semester credit is equal to 1.5 quarter credits.
- 2) "Local Credit" received from courses offered by the institution or workshops in special areas that are approved by the Appointing Authority or other Employer designee(s). No more than one third (1/3) of the credits applied to any lane placement may be "local credits." Fifteen (15) clock hours of courses/workshops shall equal one (1) "local credit."

- Subd. B. **Credit Approval.** Credit approval, when required, must be obtained by using the form provided in Appendix F of this Agreement. When requesting credit approval, the employee must note on the above mentioned form the criterion or criteria listed in Section 7, Subdivision A (1) and/or (2) above under which such request is being made. The Appointing Authority agrees to respond within two (2) weeks to an employee's request for credit approval and, when such request is denied, to inform the employee, on the credit approval form, the reason(s) for such denial.
- Subd. C. **Fifth Year Program.** A Fifth Year Program is construed to mean completion (degree or certificate) of a recognized program from an accredited college or university.
- Subd. D. **Credit Documentation.** Satisfactory completion of a college class must be documented with a college grade report, college transcript, or the form provided in Appendix G of this Agreement.

**Section 6. Placement on Salary Schedule.** The requirements for placement on each salary lane of the salary schedules are as follows:

- A. Lane 1A: Less than a Bachelor's degree, or without a valid Minnesota Teacher's License.
- B. Lane 1V: Without a valid Minnesota Vocational Instructor's credential.
- C. Lane 2A: A BA or BS degree and a valid Minnesota Teacher's License.
- D. Lane 2V: A valid Minnesota Vocational Instructor's credential.
- E. Lane 3A: A BA or BS and a valid Minnesota Teacher's License plus 10 additional credits.
- F. Lane 3V: A five-year Vocational Instructor's credential.
- G. Lane 4A: A BA or BS degree and a valid Minnesota Teacher's License plus 20 additional credits.
- H. Lane 4V: A five-year Vocational Instructor's credential plus 10 additional credits.
- I. Lane 5A: A BA or BS degree and a valid Minnesota Teacher's License plus 30 additional credits.
- J. Lane 5V: A five-year Vocational Instructor's credential plus 20 additional credits.
- K. Lane 6A: A MA or MS degree or completion of a Fifth Year Program and a valid Minnesota Teacher's License, or a BA or BS degree and a valid Minnesota Teacher's License plus 40 additional credits.
- L. Lane 6V: A five-year Vocational Instructor's credential plus 30 additional credits.
- M. Lane 7: A MA or MS degree and a valid Minnesota Teacher's License plus 10 additional graduate credits.
- N. Lane 8: A MA or MS degree and a valid Minnesota Teacher's License plus 20 additional graduate credits.
- O. Lane 9: A MA or MS degree and a valid Minnesota Teacher's License plus 30 additional graduate credits.

Lane placement on initial hire shall be based on the teaching subject area for which the employee is hired to teach. Advanced degree credits outside the employee's teaching area shall be evaluated on a course-by-course basis for lane placement. If the teacher is later assigned to teach subject matter where previously held credits were not counted, h/she shall be re-evaluated for lane placement purposes.

**Section 7. Valid License.** Employees are responsible for maintaining a valid Minnesota Teacher's License, or, in the case of Vocational Instructors, a valid vocational instructor's credential, on file with the Appointing Authority. If this provision is not met, the employee's salary will be reduced to the comparable step in salary lane 1A or 1V, whichever is applicable, and such salary will be paid until such time as verification of licensure or credentialing is received.



**Section 8. Step Placement.** An employee shall be granted a step placement credit for each year of prior teaching or related experience up to the sixth step. Additionally, a vocational teacher shall be granted a step placement credit for every two (2) years of related work experience up to the sixth step.

Additional step placement credit may be granted at the discretion of the Appointing Authority.

Notwithstanding the above, the Appointing Authority may initially hire teachers into the classification Arts Education Teacher on any step within any lane in the salary grid. Thereafter, step movement shall be governed by the provisions of Article 25. Initial hiring rates assigned are not arbitrable.

**Section 9. Health and Dental Premium Accounts.** The Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation.

**Section 10. Medical/Dental Expense Account.** The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to a maximum of five thousand dollars (\$5,000) per calendar year.

**Section 11. Dependent Care Expense Account.** The employer agrees to provide insurance eligible employees with the option to participate in a dependent care reimbursement program for work related dependent care expenses on a pre-tax basis as permitted by law or regulation.

**Section 12. Health Care Savings Plan.** The Employer agrees to provide all employees covered by this Agreement with a State-paid contribution to the MSRS administered Health Care Savings Plan (HCSP). The State-paid contribution shall be in the amount of four hundred dollars (\$400) to the HCSP account for each employee covered by this Agreement in January of each fiscal year of the Agreement.

The Plan allows employees to use money to pay medical expenses and/or health insurance premiums after separation or retirement from State service.

**Section 13. Awards for Excellence in Education.**

- Subd. A. A teacher who achieves National Teacher Certification shall receive a lump sum award of three thousand dollars (\$3,000.00).
- Subd. B. A teacher who is named the National Education Association Teacher of the Year or Minnesota Teacher of the Year shall receive a lump sum award of one thousand dollars (\$1,000.00).
- Subd. C. A teacher who is named to the Minnesota Teacher of the Year Honor Roll or is awarded the National Ashland Outstanding Teacher Award shall receive a lump sum award of one thousand dollars (\$1,000.00).
- Subd. D. Teachers who successfully secure education grants that benefit students at their facility/institution shall be awarded a lump sum of ten percent (10%) of the value of the grant, up to a maximum of five hundred dollars (\$500.00), subject to the following conditions:

- Grants may be written on work time with supervisory approval, as long as the work is done during non-student contact time and does not interfere with teacher's normal job duties; and
- If more than one teacher is involved in writing the grant, the lump sum award shall be shared equally between the teachers.

Subd. E. A correctional teacher who is named CEA Teacher of the Year shall be awarded a lump sum of five-hundred dollars (\$500.00).

**Section 14. Deferred Compensation.** The Employer agrees to provide employees covered by this Agreement with a State-paid contribution to the deferred compensation program under M.S. 352.96. The State-paid contribution shall be in an amount matching the employee's contribution on a dollar-for-dollar basis not to exceed one hundred dollars (\$100.00) per employee in each fiscal year of the Agreement.

## **ARTICLE 26 - EXPENSE ALLOWANCES**

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

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

When an employee is assigned to conduct state business away from his or her permanent work station, the employee shall be paid full round trip mileage allowance between the remote location and the employee's home, minus the round trip distance between home and permanent work station (their normal commute miles).

Employees accepting mobility assignments, as defined in Administrative Procedure 1.1, are not eligible for mileage reimbursement for the trip between their home and the mobility assignment (see also Article 33).

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of forty (40) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of thirteen (13) cents per mile on the most direct route.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty-three (43) cents and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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

**Section 4. Overnight Travel.** Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed thirteen dollars (\$13) per week for laundry and dry cleaning for each week after the first week.

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

A. **Breakfast.**

Breakfast reimbursements may be claimed only if the employee is on assignment away from his/her home station in a travel status overnight.

B. **Noon Meal.**

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

C. **Dinner.**

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

D. **Reimbursement Amount.**

Maximum reimbursement for meals including tax and gratuity, shall be:

Breakfast	\$7.00
Lunch	\$9.00
Dinner	\$15.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$8.00
Lunch	\$10.00
Dinner	\$17.00

The metropolitan areas are:

Atlanta	Kansas City, MO
Baltimore	Los Angeles
Boston	Miami
Chicago	New Orleans
Cleveland	New York City
Dallas/Fort Worth	Philadelphia
Denver	Portland
Detroit	San Diego
Hartford	St. Louis
Houston	San Francisco
Kansas City, KS	Seattle
	Washington, D.C.

The metropolitan areas also include any location outside the forty-eight (48) contiguous United States.

- E. Meals shall not be reimbursable if a meal is included in the conference, workshop or function the employee is attending. However, if the employee has special dietary needs that cannot be met by the conference, workshop or function, the employee may submit a reimbursement request up to the amount listed in this section. Airplane meals do not constitute a meal.

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

**Section 7. Payment of Expenses.** The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50), provided the employee makes such a request a reasonable period of time in advance of the travel date. Employees may request a State issued credit card. If the employees receive the card, the Appointing Authority and the employee may mutually agree to use the card in place of the advance. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

**Section 8. Membership in Professional Organizations.** In each fiscal year, the Appointing Authority will directly pay for or reimburse each employee in the bargaining unit for the membership dues paid to one (1) professional organization related to the employee's job, up to a maximum of seventy-five dollars (\$75) each fiscal year, provided the Appointing Authority determines that such funds are available. However, the Appointing Authority will not reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of employees with the Employer.

**Section 9. Employee Initiated Training Reimbursement.** At the discretion of the Appointing Authority, an employee who participates in employee initiated training pursuant to Article 10, Professional Development, Section 2, may be reimbursed for all or a portion of tuition, fees, books, or other required training materials.

## ARTICLE 27 - RELOCATION ALLOWANCES

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**Section 1. Authorization.** When it has been determined by the Appointing Authority that an employee is required to be transferred or reassigned to a different facility, the cost of moving the employee shall be paid by the Appointing Authority.

When an employee must change residence as a condition of employment, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accordance with the provisions of the Article.

Employees who are reassigned or transferred to vacant positions in the bargaining unit due to the abolishment of a position, removal to a new location, or removal to another State agency of all or a major portion of the operations of their Appointing Authority, shall receive relocation expenses in accord with the provisions of this Article.

An employee who is transferred or reassigned at such employee's request when the transfer or reassignment is for the employee's sole benefit shall not be entitled to reimbursement for relocation expenses.

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

No reimbursement for relocation expense shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

- A. **Travel Status.** An employee eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days or until the date of the move to the new permanent residence, whichever comes first, and shall be allowed standard travel expenses to return to his/her permanent residence once a week while being lodged at his/her new station, or, by mutual agreement between the employee and the Appointing Authority, to travel between his/her permanent residence and his/her new work station on a daily basis. If the first option is used, standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period. Employees shall not receive mileage reimbursement for daily commuting to work from the temporary residence.
- B. **Temporary Living Expenses.** An employee may be reimbursed for the short-term rental of an apartment, house, or other residence instead of being reimbursed for hotel or motel room rental, with the written approval of the Appointing Authority, provided that the rental rate for the alternative housing is less than or comparable to hotel or motel rates and provided that the rental residence is available to all potential renters. When reviewing requests for rental of alternative short-term housing, Appointing Authorities may take into account the lower cost of groceries for the employee compared to reimbursement for restaurant meals.

- C. **Realtor's Fees.** Realtor's fees for the sale of the employee's domicile, not to exceed ten thousand dollars (\$10,000), shall be paid by the Appointing Authority.
- D. **Moving Expenses.** The Appointing Authority shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- E. **Documented Miscellaneous Expenses.** The employee shall be reimbursed up to a maximum of one thousand dollars (\$1,000) for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the cost of moving up to two (2) cars, the reasonable transportation costs of the employee's family to the new work location at the time the move is made, including meals and lodging (expenses for which shall be consistent with the provisions of Article 26, Expense Allowances), or other direct costs associated with rental, purchase, or sale of a residence, including, but not limited to, attorney fees, loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees, government recording and transfer fees, and fees for inspections or other services required by law or local ordinances.

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

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

**Section 3. Repayment of Reimbursement.** The Employer may require from the employee a full repayment of any and all relocation expenses paid to the employee if the employee resigns from State service within one (1) year of relocating.

## **ARTICLE 28 - SEVERANCE PAY**

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### **Section 1. Severance Pay.**

- A. **Eligibility.** All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service except for discharge for cause based on culpable acts. Employees with less than twenty (20) years continuous State service shall receive severance pay upon retirement at or after age sixty-five (65); death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State service and who are immediately entitled, at the time of retirement, to receive an annuity under a State Retirement Program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay.

In the case of employees who work a full scheduled academic year that is less than a full calendar year, such academic year shall be considered a calendar year for the purpose of this Article.

- B. **Severance Pay Amount.** Severance pay shall be based on the employee's regular rate of pay at the time of separation and shall be forty percent (40%) of the employee's accumulated but unused sick leave.

Effective December 1, 2005, employees who are eligible to receive severance pay will have seventy-five percent (75%) of severance pay distributed to the employee's Post Retirement Health Care Savings Plan account established by Article 25, Section 14. The remaining twenty-five percent (25%) of severance pay will be paid to the employee in cash.

**Section 2. Resignation.** To qualify for severance pay, an employee must submit his/her resignation to the Appointing Authority at least thirty (30) calendar days in advance of the effective date.

**Section 3. Reappointment.** Employees who have been laid off and received severance pay and are reappointed to State service are eligible for additional severance only if they meet the continuous State service requirement.

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

Severance for eligible employees returning to state service shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee's separation.

**Section 4. Payment.** For budget reasons, an Appointing Authority may elect to distribute the severance payment over a period of up to two (2) years from the date of separation. If the employee dies before all of the severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if any, or to the employee's estate.

## **ARTICLE 29 - WORK RULES**

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The Appointing Authority agrees to meet and confer with the Association on changes in work rules as far in advance as practicable.

## **ARTICLE 30 - MANAGEMENT RIGHTS**

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It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to, the educational policies of the Employer; the right to direct the employees; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign employees; to transfer employees; to schedule working hours; to evaluate employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations that are uniformly applied and uniformly enforced; and to change or eliminate existing methods, equipment, or facilities. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## **ARTICLE 31 - JOB SAFETY**

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**Section 1. General.** It shall be the policy of the Appointing Authority to provide for the safety of its employees by providing safe working conditions, safe work areas and safe work methods. In the application of this policy, the Appointing Authority shall provide the employee with adequate training in necessary safety practices. The Appointing Authority shall also provide and maintain clean, sanitary restrooms and eating facilities. It shall be the responsibility of the employee to use all provided safety equipment and procedures and to cooperate in all safety and accident prevention programs.

**Section 2. Safety Committee.** Each Appointing Authority shall establish at least one safety committee which shall be comprised of at least one Association appointed representative and representatives from other bargaining units. The Appointing Authority may appoint a number of representatives equal to the number of bargaining unit representatives. The Safety Committee shall meet at least semi-annually. Additional meetings may be called by the Safety Officer, Association, or the Appointing Authority. All Safety Committee meetings shall be held during normal working hours without loss of pay to the members.

The function of the Safety Committee shall be to review reports of property damage, personal injury accidents, and alleged hazardous working conditions; provide support for a strong safety program; and review and recommend safety policies to the Appointing Authority. Employees shall bring all unsafe working conditions or equipment to the attention of the immediate supervisor and/or the Safety Committee.

**Section 3. Safety Equipment.** The Appointing Authority agrees to provide and maintain, without cost to the employee, such safety equipment and protective equipment as is required as a condition of employment by the Appointing Authority or OSHA.

**Section 4. Accident Reports.** All employees who are injured or are involved in an accident during the course of their employment shall file an accident report on forms furnished by the Appointing Authority, no matter how slight the incident. A copy of the accident report form shall be furnished to the Safety Committee, with identifying private data deleted. All such injuries shall be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged immediately. The Appointing Authority shall provide assistance to employees in filling out any necessary Workers' Compensation forms, when requested.



## **ARTICLE 32 - STRIKES AND LOCK-OUTS**

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**Section 1. Lock-Outs.** No lock-out of an employee or group of employees shall be engaged in, sanctioned or supported by the Employer or its representatives during the term of this Agreement.

**Section 2. Strikes.** The Association agrees that it will not promote or support any strike as defined in Minnesota Statutes 179A.03, Subdivision 16, except as provided in Minnesota Statutes 179A.18. Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

## **ARTICLE 33 - EMPLOYEE MOBILITY**

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Employees may participate in an Inter-Agency Employee Mobility assignment pursuant to Administrative Procedure 1.1 and may participate in an Interchange of Government Employees pursuant to Minn. Stats. 15.51-15.59.

## **ARTICLE 34 - VOLUNTARY REDUCTION IN HOURS**

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**Section 1. Voluntary Reduction in Hours.** The Appointing Authority may allow an employee to take an unpaid leave of absence or reduce their hours if the Appointing Authority determines that the following conditions are met:

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

If it is necessary to limit the number of employees in a work unit on unpaid leave at the same time, leave shall be granted on the basis of state seniority.

**Section 2. Benefits.** Employees taking leaves of absence under this Article shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits equivalent to what the employee would earn if he/she had not voluntarily reduced their hours or taken an unpaid leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.

## **ARTICLE 35 - SAVINGS CLAUSE**

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

## **ARTICLE 36 - COMPLETE AGREEMENT AND WAIVER**

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The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further acknowledged that by mutual agreement of the parties to this Agreement modifications may be made to this Agreement provided such modifications are reduced to writing, signed by the parties to this Agreement, and contain a statement that the changes are mutually agreed to and that the parties intend the modifications to be a part of this Agreement. This clause shall not prevent the Employer or its Appointing Authorities from initiating changes during the life of the contract, nor shall it bar the Association from bargaining over such changes if they constitute mandatory terms and conditions of employment.

## **ARTICLE 37 - DURATION**

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This Agreement shall become effective upon legislative ratification unless otherwise explicitly noted in the Agreement, and shall remain in full force and effect through the thirtieth (30th) day of June, 2011. This Agreement shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other, in writing, no later than September 15 of even numbered years, that it desires to modify this Agreement. Negotiations concerning modifications of this Agreement shall commence after such notice has been given.

The terms of this Agreement shall continue in effect and shall be enforceable upon both parties during the period after the Agreement expires and prior to the date when the right to strike matures and for such additional time as may be agreed to in writing by the parties.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives this 16th day of December, 2009.

FOR THE ASSOCIATION



Chad Schmidt  
President, SRSEA

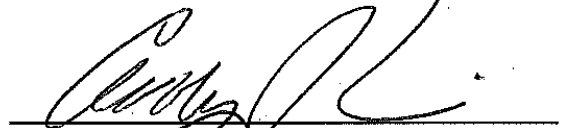


JoAnn Winter  
Education Minnesota Representative

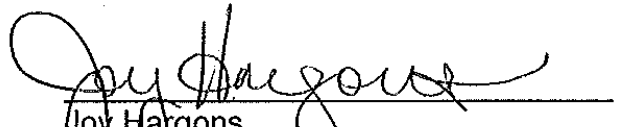
FOR THE EMPLOYER



Tom Hanson  
Commissioner  
Minnesota Management & Budget



Carolyn J. Trevis  
Assistant State Negotiator  
Minnesota Management & Budget



Joy Hargons  
Labor Relations Representative Principal  
Minnesota Management & Budget

## APPENDIX A - VACATION

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

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

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9 1/2	0	0	0	0	0	0	0
At least 9 1/2, but less than 19 1/2	3/4	1	1-1/4	1-1/2	1-1/2	1-3/4	1-3/4
At least 19 1/2, but less than 29 1/2	1	1-1/4	1-3/4	2	2	2-1/4	2-1/4
At least 29 1/2, but less than 39 1/2	1-1/2	2	2-3/4	3	3	3-1/4	3-1/2
At least 39 1/2, but less than 49 1/2	2	2-1/2	3-1/2	3-3/4	4	4-1/4	4-1/2
At least 49 1/2, but less than 59 1/2	2-1/2	3-1/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59 1/2, but less than 69 1/2	3	3-3/4	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69 1/2, but less than 79 1/2	3-1/2	4-1/2	6-1/4	6-3/4	7	7-1/2	8
At least 79 1/2	4	5	7	7-1/2	8	8-1/2	9

## APPENDIX B - SICK LEAVE

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

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

Number of Hours Worked During Pay Period	Number of Hours Accrued
Less than 9 1/2	0
At least 9 1/2, but less than 19 1/2	3/4
At least 19 1/2, but less than 29 1/2	1
At least 29 1/2, but less than 39 1/2	1 1/2
At least 39 1/2, but less than 49 1/2	2
At least 49 1/2, but less than 59 1/2	2 1/2
At least 59 1/2, but less than 69 1/2	3
At least 69 1/2, but less than 79 1/2	3 1/2
At least 79 1/2	4

## APPENDIX B-1 - HOLIDAYS

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Eligible employees who normally work less than seventy-two (72) hours per pay period and eligible intermittent employees shall have their holiday pay prorated on the following basis:

Hours that would have been worked during the pay period had there been no holiday.	Holiday hours earned for each holiday in the pay period.
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 72	7
At least 72	8

**APPENDIX C**  
**SRSEA SALARY SCHEDULE**  
**Effective 7/1/2009 - 6/30/2011**

Lane	Comp Code		Step	A	B	C	D	E	F	G	H	I	J	K
			01	02	03	04	05	06	07	08	09	10	11	
1A	1J	Less than BA/BS or without a valid Minnesota Teacher's license.	29,984	30,882	31,758	32,635	33,533	34,494	35,412	36,289	37,062	37,981		
			2,499	2,573	2,647	2,720	2,794	2,874	2,951	3,024	3,089	3,165		
			14.36	14.79	15.21	15.63	16.06	16.52	16.96	17.38	17.75	18.19		
1V	1J	Without a valid Minnesota Vocational Instructor's credential.												
2A	2J	BA/BS plus a valid Minnesota Teacher's license.	40,779	42,804	44,725	46,625	48,588	50,530	52,471	54,392	56,334	58,172		
			3,398	3,567	3,727	3,885	4,049	4,211	4,373	4,533	4,695	4,848		
2V	2J	Valid Minnesota Vocational Instructor's credential.	19.53	20.50	21.42	22.33	23.27	24.20	25.13	26.05	26.98	27.86		
3A	3J	BA/BS and 10 additional credits plus a valid Minnesota Teacher's license.	43,785	45,685	47,565	49,569	51,490	53,348	55,311	57,253	59,132	61,137		
			3,649	3,807	3,964	4,131	4,291	4,446	4,609	4,771	4,928	5,095		
			20.97	21.88	22.78	23.74	24.66	25.55	26.49	27.42	28.32	29.28		
3V	3J	Five-year Vocational Instructor's credential.												
4A	4J	BA/BS and 20 additional credits plus a valid Minnesota Teacher's license.	46,646	48,588	50,550	52,430	54,351	56,334	58,172	60,155	62,097	63,935		
			3,887	4,049	4,213	4,369	4,529	4,695	4,848	5,013	5,175	5,328		
			22.34	23.27	24.21	25.11	26.03	26.98	27.86	28.81	29.74	30.62		
4V	4J	Five-year Vocational Instructor's credential plus 10 additional credits.												
5A	5J	BA/BS and 30 additional credits plus a valid Minnesota Teacher's license.	49,569	51,490	53,348	55,311	57,253	59,132	61,137	63,016	64,979	66,879		
			4,131	4,291	4,446	4,609	4,771	4,928	5,095	5,251	5,415	5,573		
			23.74	24.66	25.55	26.49	27.42	28.32	29.28	30.18	31.12	32.03		
5V	5J	Five-year Vocational Instructor's credential plus 20 additional credits.												

**APPENDIX C (cont.)**  
**SRSEA SALARY SCHEDULE**  
**Effective 7/1/2009 - 6/30/2011**

Lane	Comp Code		Step										
			A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10	K 11
6A	6K	MA/MS plus a valid Minnesota Teacher's license, or completion (degree or certificate) of a Fifth Year Program plus a valid Minnesota Teacher's license, <u>or</u> BA/BS and 40 additional credits credits plus a valid Minnesota Teacher's license.	51,490 4,291 24.66	53,348 4,446 25.55	55,311 4,609 26.49	57,253 4,771 27.42	59,132 4,928 28.32	61,137 5,095 29.28	63,016 5,251 30.18	64,979 5,415 31.12	66,879 5,573 32.03	68,758 5,730 32.93	72,537 6,045 34.74
6V	6K	Five-year Vocational Instructor's credential plus 30 additional credits.											
7	7K	MA/MS and 10 additional graduate credits plus a valid Minnesota Teacher's license.	53,348 4,446 25.55	55,311 4,609 26.49	57,253 4,771 27.42	59,132 4,928 28.32	61,137 5,095 29.28	63,016 5,251 30.18	64,979 5,415 31.12	66,879 5,573 32.03	68,758 5,730 32.93	70,721 5,893 33.87	73,581 6,132 35.24
8	8K	MA/MS and 20 additional graduate credits plus a valid Minnesota Teacher's license.	55,311 4,609 26.49	57,253 4,771 27.42	59,132 4,928 28.32	61,137 5,095 29.28	63,016 5,251 30.18	64,979 5,415 31.12	66,879 5,573 32.03	68,758 5,730 32.93	70,721 5,893 33.87	72,662 6,055 34.80	75,419 6,285 36.12
9	9K	MA/MS and 30 additional graduate credits plus a valid Minnesota Teacher's license.	57,253 4,771 27.42	59,132 4,928 28.32	61,137 5,095 29.28	63,016 5,251 30.18	64,979 5,415 31.12	66,879 5,573 32.03	68,758 5,730 32.93	70,721 5,893 33.87	72,662 6,055 34.80	74,604 6,217 35.73	77,465 6,455 37.10

Note: The yearly salaries listed are based on a 12-month work schedule.

**APPENDIX D**  
**UNIT 215 SPECIAL TEACHERS**  
**CLASSES AND SALARIES AS OF JULY 1, 2009**

<b>JOB CODE</b>	<b>JOB TITLE</b>	<b>GRID ID #</b>	<b>BARG UNIT</b>	<b>COMP CODE</b>	<b>MINIMUM HOURLY</b>	<b>MAXIMUM HOURLY</b>	<b>MINIMUM MONTHLY</b>	<b>MAXIMUM MONTHLY</b>	<b>MINIMUM ANNUAL</b>	<b>MAXIMUM ANNUAL</b>
008670	Arts Education Teacher 1	15A	215	01J	14.36	18.19	2,499	3,165	29,984	37,981
008671	Arts Education Teacher 2	15A	215	02J	19.53	27.86	3,398	4,848	40,779	58,172
008675	Arts Education Teacher 3	15A	215	03J	20.97	29.28	3,649	5,095	43,785	61,137
008676	Arts Education Teacher 4	15A	215	04J	22.34	30.62	3,887	5,328	46,646	63,935
008677	Arts Education Teacher 5	15A	215	05J	23.74	32.03	4,131	5,573	49,569	66,879
008678	Arts Education Teacher 6	15A	215	06K	24.66	34.74	4,291	6,045	51,490	72,537
008679	Arts Education Teacher 7	15A	215	07K	25.55	35.24	4,446	6,132	53,348	73,581
008680	Arts Education Teacher 8	15A	215	08K	26.49	36.12	4,609	6,285	55,311	75,419
008796	Arts Education Teacher 9	15A	215	09K	27.42	37.10	4,771	6,455	57,253	77,465
002385	Special Teacher:5yr Voc cred.	15A	215	03J	20.97	29.28	3,649	5,095	43,785	61,137
000690	Special Teacher:5yr Voc cred.+10	15A	215	04J	22.34	30.62	3,887	5,328	46,646	63,935
002708	Special Teacher:5yr Voc cred.+30	15A	215	06K	24.66	34.74	4,291	6,045	51,490	72,537
000683	Special Teacher:BA/BS+Lic	15A	215	02J	19.53	27.86	3,398	4,848	40,779	58,172
002382	Special Teacher:BA/BS+Lic+10	15A	215	03J	20.97	29.28	3,649	5,095	43,785	61,137
000684	Special Teacher:BA/BS+Lic+20	15A	215	04J	22.34	30.62	3,887	5,328	46,646	63,935
002383	Special Teacher:BA/BS+Lic+30	15A	215	05J	23.74	32.03	4,131	5,573	49,569	66,879
002707	Special Teacher:BA/BS+Lic+40	15A	215	06K	24.66	34.74	4,291	6,045	51,490	72,537
000685	Special Teacher:MA/MS/5yr+Lic	15A	215	06K	24.66	34.74	4,291	6,045	51,490	72,537
002384	Special Teacher:MA/MS+Lic+10gr	15A	215	07K	25.55	35.24	4,446	6,132	53,348	73,581
000686	Special Teacher:MA/MS+Lic+20gr	15A	215	08K	26.49	36.12	4,609	6,285	55,311	75,419
003701	Special Teacher:MA/MS+Lic+30gr	15A	215	09K	27.42	37.10	4,771	6,455	57,253	77,465
000689	Special Teacher:Voc cred.	15A	215	02J	19.53	27.86	3,398	4,848	40,779	58,172



## APPENDIX E - REQUEST FOR LANE CHANGE

---

Employee Name: \_\_\_\_\_

Lane being applied for: \_\_\_\_\_

Courses to be applied for lane change and criterion or criteria under which request being made (refer to Article 25, Section 7, Subd. A(1) and/or (2)): (Attach documentation)

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I request that the above courses be applied for a lane change in accordance with the labor agreement between the State of Minnesota and the S.R.S.E.A.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Submitted

### FOR APPOINTING AUTHORITY USE

Approved \_\_\_\_\_

Date Received \_\_\_\_\_

Not Approved \_\_\_\_\_

Reason If Not Approved: \_\_\_\_\_

---

\_\_\_\_\_  
Appointing Authority or Designee

\_\_\_\_\_  
Date Approved

## APPENDIX F - REQUEST FOR APPROVAL OF CREDIT

---

Employee Name: \_\_\_\_\_

College, University, or Sponsor: \_\_\_\_\_

Department: \_\_\_\_\_

Course or program and criterion or criteria under which request being made (refer to Article 25, Section 7, Subd. A(1) and/or (2)):

\_\_\_\_\_  
\_\_\_\_\_

Title: \_\_\_\_\_

Date(s): \_\_\_\_\_

Number of Credits: semester \_\_\_\_\_ quarter \_\_\_\_\_ or Number of Local Credit clock hours: \_\_\_\_\_

Course or Program Description: \_\_\_\_\_

\_\_\_\_\_  
Explain the value of this course or program to the Institution's Education Program, if applicable:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

I affirm that the above information is correct and hereby request that this credit be approved for utilization in accordance with the labor agreement between the State of Minnesota and the State Residential Schools Education Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Submitted

\_\_\_\_\_ Approved: \_\_\_\_\_

\_\_\_\_\_ Not Approved: \_\_\_\_\_

Reasons, If Not Approved: \_\_\_\_\_

\_\_\_\_\_  
Appointing Authority or Designee

\_\_\_\_\_  
Date Approved

## APPENDIX G - CREDIT DOCUMENTATION FORM

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### CERTIFICATION OF SATISFACTORY COMPLETION OF COLLEGE CLASS

NAME OF STUDENT \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYING FACILITY \_\_\_\_\_

COLLEGE/UNIVERSITY \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

COURSE NUMBER \_\_\_\_\_

COURSE TITLE \_\_\_\_\_

\_\_\_\_\_ GRADUATE

\_\_\_\_\_ UNDERGRADUATE

CREDIT HOURS:

Semester \_\_\_\_\_

Quarter \_\_\_\_\_

This is to certify that the above named student has satisfactorily completed this course.

INSTRUCTOR \_\_\_\_\_ DATE \_\_\_\_\_

## APPENDIX H - EDUCATION GRANT FORM

### AWARDS FOR EXCELLENCE IN EDUCATION STATE RESIDENTIAL SCHOOLS EDUCATION ASSOCIATION

*The following criteria must be met for a lump sum award to teachers who successfully secure education grants:*

- 1. The grant must benefit students at the teacher's facility/institution/agency.*
- 2. The grant must have been written on the teacher's own time, outside their normal job duties.*
- 3. If more than one teacher is involved in writing the grant, the lump sum award is to be shared equally between the teachers.*

Name: \_\_\_\_\_ Employee EID: \_\_\_\_\_

Institution/Facility: \_\_\_\_\_

Grant Name: \_\_\_\_\_

Describe purposes of grant and how it will benefit students at the teacher's institution/facility/agency: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Amount of Grant: \$ \_\_\_\_\_

Grant Dates: \_\_\_\_\_

Grantor: \_\_\_\_\_

Amount of Lump Sum Award Authorized: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Supervisor

\_\_\_\_\_  
Date

#### For Fiscal Services Use Only

Employee ID	Expense Group ID	Fund
Expense Type	Amount	Date Paid
Agency	ORG	Appr.

### **ARTICLE I**

#### **No Layoff Agreement**

This Agreement is made between the State of Minnesota and the various bargaining unit representatives with respect to the re-structuring of the State's health facility system and opportunities which will be provided employees as change occurs.

This Agreement will become effective only if the Legislature substantially authorizes the policy and funding necessary to implement the department's re-structuring plan.

The parties agree to the following terms in order to ensure that fair and equitable arrangements are carried out to protect the interests of affected State employees under the re-structuring. These terms shall be part of the collective bargaining Agreements between parties and shall be implemented through the master and supplemental Agreements.

1. As a result of changes in the department's service delivery system, no employee of a State-operated treatment center or nursing home except a temporary employee or emergency employee shall suffer a reduction in pay or be involuntarily laid off. Hours of work of full-time unlimited employees shall not be involuntarily reduced. The hours of work of part-time employees shall not be involuntarily reduced below their current level of Employer paid insurance contributions. Within sixty (60) days of the execution of this agreement, the parties will meet and negotiate regarding the status of intermittent employees. Following these negotiations, the employment condition of intermittent employees shall be changed, if appropriate. Intermittent employees who are laid off shall retain rights under their normal separation procedures.
2. Reduction in employee numbers will be made through normal attrition and through the provisions detailed in the employee mitigation to layoff section of this agreement.
3. Nothing in the Agreement shall be interpreted as entitling an employee to lifetime employment or as protecting an employee against discharge for just cause.
4. Employees of the department who move to State operated community based facilities in accord with the re-structuring proposal will be guaranteed collective bargaining rights as applicable under Minn. Stat. 179A and other rights under Minn. Stat. 43A, Minn. Stat. 352, and Minn. Stat. 354.
5. Training and re-training of staff who, as a result of re-structuring, fill a position in a state operated community based facility, or staff who fill a position within a facility, or between facilities, will be the responsibility of the department. The department will make every reasonable effort to coordinate training and re-training with public institutions or post-secondary education.
6. Procedures for notifying employees affected by the re-structuring plans will be negotiated into the collective bargaining agreements or supplemental agreements.
7. Any dispute concerning the interpretation, application or meaning, and relationship to the terms of the respective master or supplemental agreements must be resolved by the grievance/arbitration procedures of the appropriate agreements. The terms of the Memorandum are non-precedential.

8. Every effort will be made to communicate openly and have common understanding between the State and labor organizations affected by the re-structuring plan, including the establishment of joint labor and management committees.
9. The term of this Agreement for each facility extends until the completion of the re-structuring at that facility.

#### **EMPLOYEE MITIGATION TO LAYOFF SECTION:**

For employees whose positions will be eliminated by implementation of the department's re-structuring plan, a number of options will be offered. If an employee's position is to be eliminated, the following will be simultaneously presented to the employee:

1. job and training opportunities;
2. enhanced separation options;
3. normal separation including recall rights.

In order to reduce involuntary separations otherwise necessary, the most senior employee within a class shall be offered the choice of one of the available options before less senior employees. At the time an offer is made, the employee may select from the options available. Selection of the enhanced separation or normal separation packages preclude exercising any other option. The employee who selects from job and training opportunities [items 1.1 - 1.7] shall choose from all available job and training opportunities. Once such a selection has been made, the employee is precluded from exercising another option from items 1.1 - 1.7 at a later time, unless the employee's position is subsequently eliminated as a result of re-structuring. An employee who selected the job and training opportunities shall be guaranteed at least one job and training opportunity.

#### **JOB AND RE-TRAINING OPPORTUNITIES:**

- 1.1 A position of comparable duties and same pay within the same employment condition and within the same Regional Center.
- 1.2 A position in a State operated community based residential or day habilitation services or a position in the technical support group for those services. Such positions could be of comparable duties and same pay and within the same employment condition. Relocation expenses will be paid by the Employer.
- 1.3 A position which the parties agree can best be filled by upgrading existing staff and for which the employer agrees to pay the cost of necessary training or certification.
- 1.4 Up to 160 hours training necessary to qualify for a comparable job (i.e., no reduction in pay) and the subsequent offer of that job within the same or another Regional Treatment Center or State nursing home. Relocation expenses will be paid by the Employer.
- 1.5 A position of comparable duties and same pay, within the same employment condition, at another state agency within a reasonable commuting distance.
- 1.6 A position of comparable duties and same pay, within the same employment condition at another state agency or Regional Treatment Center. Relocation expenses will be paid by the Employer.
- 1.7 A position at any State agency pursuant to the activation of Minn. Stat. 246.60 by the Commissioner of Employee Relations and Administration. Relocation expenses will be paid by the Employer.

An employee who refuses a job and training opportunity not requiring relocation waives his/her right to enhanced separation. An employee who does not accept a job and training opportunity requiring relocation shall be entitled to select the enhanced separation option or normal separation.

**ENHANCED SEPARATION PACKAGE:**

- 2.1 Retirement, with Employer paid insurance benefits as negotiated under Chapter 605 (1988 Session Laws); or
- 2.2 In addition to benefits provided under collective bargaining agreements, a one-time enhanced payment not to exceed \$7500, based on 5% of the employee's base salary or wage, not to exceed \$1250.00 multiplied by the number of years of State service. For employees selecting this option, the department agrees not to contest any unemployment insurance determination; or,
- 2.3 In lieu of the one-time enhanced payment, tuition, fees, books, travel expenses, career guidance, and related expenses at a public institution of post-secondary education, up to the amount of the enhanced payment to which the employee would be entitled.

An employee electing the enhanced separation options waives his/her recall rights under the collective bargaining agreements.

**NORMAL SEPARATION PACKAGE:**

- 3.1 Normal separation, with all rights negotiated under collective bargaining agreements.

## **APPENDIX J - SUPPLEMENTAL AGREEMENT**

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### **THE PERPICH CENTER FOR ARTS EDUCATION**

This supplemental agreement shall apply to Unit 15 teachers at the Perpich Center for Arts Education.

#### **ARTICLE 1: Meet and Confer**

The provisions of Article 7, Meet and Confer, are supplemented by the following provision.

**Section 1. Agency Policies.** Policies related to faculty responsibilities shall be discussed by a Meet and Confer Committee. Each faculty member shall be given a copy of agency policies. New or amended policies shall be distributed to faculty members upon adoption.

#### **ARTICLE 2: Hours of Work**

The provisions of Article 8, Hours of Work, are supplemented by the following provision.

**Section 1.** Prior to the establishment of the academic calendar for the Perpich Center for Arts Education, the Appointing Authority shall meet and confer with the Local Association to discuss its content. Once the Appointing Authority has established the academic calendar, any changes shall be preceded by a meet and confer with the Local Association.

**Section 2.** Arts Education Teachers who are involved in the actual performance of an Arts Center production are not eligible for overtime compensation.

#### **ARTICLE 3: Teacher Assignments**

The provisions of Article 9, Teacher Assignments, are supplemented by the following.

Arts Education Teachers hired by the Perpich Center for Arts Education may be hired as either licensed or unlicensed teachers.

#### **ARTICLE 4: Layoff**

The provisions of Article 15, Layoff, are supplemented by the following provisions.

1. All teachers shall be laid off only for reasons of fiscal necessity and not for disciplinary reasons. Further, they shall be laid off consistent with the principles of seniority.
2. All teachers shall have all discharge rights provided in Article 16 of the Labor Agreement between the parties.
3. The above rights will be granted to any and all teachers, including incumbents, who are members of the Professional State Residential Instructional Unit 15 at PCAE who have been employed at the Center, either full-time or part-time, and who have completed a probationary period of one (1) academic year if already tenured in a K-12 public school, or two (2) academic years for all others.
4. Arts Education Teachers who are on mobility leave from an independent school district under Minnesota Statutes 15.52 shall be given an indication of their continued employment status by January 10th preceding the start of the next regular school year.



5. **Ability to Bump.** Upon the PCAE's decision to reduce or eliminate a SRSEA staff position, the laid off employee's ability to bump other SRSEA staff members will be determined by:
  - a) seniority in the SRSEA local unit, and
  - b) licensure to teach in the program area.
6. **Seniority.** Seniority is documented by the local SRSEA seniority list maintained by PCAE. Part-time teaching time is prorated according to the formula set forth in the SRSEA master contract.

#### **ARTICLE 5: Vacation Leave**

The provisions of Article 19, Vacation Leave, are supplemented by the following provisions.

Length of service may also include time spent in other formal teaching positions as stated below:

An employee who is appointed to or occupies a position covered by this agreement within three (3) academic years of separation from formal teaching or professional artistic positions may, at the discretion of the Appointing Authority, transfer length of service credit from such positions for purposes of vacation accrual. Any increase in the vacation accrual rate which is the result of the Appointing Authority decision, shall commence the pay period after the date of the Appointing Authority decision. Determinations made under this provision are not arbitrable under this agreement.

Mandatory vacation leave that employees are required to take during official school breaks shall not exceed five (5) days per academic year.

For school years 2009-2010 and 2010-2011, mandatory vacation leave may also be used on noncontact days during the academic year, excluding required staff or department meeting days,

An employee shall not utilize vacation during his/her first four (4) months of continuous service. Upon completion of four (4) months continuous service, the employee shall then accrue his/her vacation beginning from his/her date of hire. However, an employee who is reinstated or reappointed to a position may use vacation in the first four (4) months of the appointment provided the employee completed four (4) months of continuous service in a vacation-eligible position, with the State of Minnesota, prior to the reinstatement or reappointment.

#### **ARTICLE 6: Balancing**

The provisions of Article 8 are supplemented by the following provisions.

Each year, Arts High School teachers shall be permitted to carry up to twenty-four (24) hours of balance time into the following fiscal year. These hours must be used during the first two (2) weeks of the new academic year, excluding required staff or department meeting days.

#### **ARTICLE 7: Holidays**

The provisions of Article 21, Holidays, are supplemented by the following provisions.

**Section 1.** Employees will not normally be scheduled to work on the listed holidays in Article 21 except that the Appointing Authority may designate an alternate day for the observance of Veterans' Day.

## **ARTICLE 8: Salaries**

The provisions of Article 25, Salaries, are supplemented by the following provisions.

Arts Education Teachers shall qualify for lane changes on the basis of a combination of education and work experience that is approved in advance by the Appointing Authority. Denials shall not be arbitrable.

## **ARTICLE 9: Extra Curricular Assignments**

Assignments to extra curricular activities that are in addition to normal teaching assignments shall first be made from volunteers within the institution. The appointing authority retains the right to discontinue any of the activities and the right to fill or not fill vacancies.

Event Chaperones	\$40/Event
Student Government	\$2,000
Gala	\$1,200
Yearbook	\$3,500

## **ARTICLE 10: Sabbatical Leave**

The provisions of Article 18, Section 4.E are supplemented by the following:

All requests for a sabbatical leave shall be submitted to the Arts High School Director. An application for such a leave may not be unreasonably denied. An employee may appeal in writing a rejection of a leave to the Executive Director or his/her designee. The appeal must be submitted within thirty (30) days of the rejection.

## **APPENDIX K - SUPPLEMENTAL AGREEMENT**

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### **MINNESOTA STATE ACADEMY FOR THE BLIND AND MINNESOTA STATE ACADEMY FOR THE DEAF**

This Supplemental Agreement shall apply to Unit 15 teachers at the Minnesota State Academy for the Blind and the Minnesota State Academy for the Deaf.

#### **ARTICLE 1: Hours of Work**

The provisions of Article 8, Hours of Work, are supplemented by the following provision:

**Section 1.** Prior to the establishment of the academic calendar for the Minnesota State Academy for the Blind and the Minnesota State Academy for the Deaf, the Appointing Authority shall meet and confer with the Local Association to discuss its content. Once the Appointing Authority has established the academic calendar, any changes shall be preceded by a meet and confer with the Local Association.

#### **ARTICLE 2: Layoff**

The provisions of Article 15, Layoff, are supplemented by the following provision:

**Section 1. Seniority.** Notwithstanding the fact that the Minnesota Department of Education and the State Board of Teaching recognize a deaf or hard of hearing and blind or visually impaired license as proper qualifications to teach all subjects at the Minnesota Academy for the Deaf and the Minnesota Academy for the Blind respectively, seniority, bumping rights, and recall from layoff shall be determined on the basis of subject matter licensure held at the time of layoff.

#### **ARTICLE 3: Vacation Leave**

The provisions of Article 19, Vacation Leave, are supplemented by the following provision:

**Section 1. Vacation Usage.** Teachers at the Minnesota State Academy for the Blind and the Minnesota State Academy for the Deaf shall be permitted to use accumulated vacation leave beyond the specified date ending the academic year. Teachers prior to May 1 of each year shall designate the amount of vacation hours to be used. Use of such accumulated vacation shall not entitle employees for holiday pay eligibility or conversion of vacation leave to sick leave.

An employee shall not utilize vacation during his/her first four (4) months of continuous service. Upon completion of four (4) months continuous service, the employee shall then accrue his/her vacation beginning from his/her date of hire. However, an employee who is reinstated or reappointed to a position may use vacation in the first four (4) months of the appointment provided the employee completed four (4) months of continuous service in a vacation-eligible position, with the State of Minnesota, prior to the reinstatement or reappointment.

#### **ARTICLE 4: Holidays**

The provisions of Article 21, Holidays, are supplemented by the following provision:

**Section 1.** Employees will not normally be scheduled to work on the listed holidays in Article 21 except that the Appointing Authority may designate alternate days for the observance of these asterisked holidays. Prior to the implementation of a change in the listed holiday schedule, the Local Association may request to meet and confer regarding such a change.

Notwithstanding the above, employees at Minnesota Academy for the Deaf and Minnesota Academy for the Blind shall be eligible for the Christmas and New Year's holidays provided they are in payroll status on the last scheduled work day prior to the Christmas Break and on the first scheduled work day following the break; however, to be eligible for the Independence Day holiday the employee(s) must be employed for the summer school session, and Independence Day must fall during the summer session.

## **ARTICLE 5: Teacher Assignments**

**Section 1. Assignments.** All teachers shall participate in curriculum development as assigned by the Appointing Authority. Assignments as determined by the Appointing Authority to participate in curriculum development shall first be made from volunteers. If there are no volunteers, the Appointing Authority shall assign teachers to participate in curriculum development.

**Section 2.** All teachers that are assigned and participate in curriculum development during the summer break shall be compensated at a rate of twenty dollars (\$20.00) an hour.

**Section 3. Pilot Program.** Please refer to the letter outlining the process for making assignments for the school year.

## **ARTICLE 6: Extracurricular Assignments**

**Section 1. Assignments.** Assignments to extracurricular activities that are in addition to the normal teaching schedule shall first be made from qualified volunteers within the school who are associated with the activity. The Appointing Authority retains the right to discontinue any of the above programs and to fill or not fill any vacancies.

### **Section 2. Extracurricular Salary Schedule.**

<b><u>Category 1 Base</u></b>	<b><u>Category 2 Base</u></b>	<b><u>Category 3 Base</u></b>	<b><u>Category 4 Base</u></b>
<b><u>7/1/09- 6/30/11</u></b>	<b><u>7/1/09- 6/30/11</u></b>	<b><u>7/1/09- 6/30/11</u></b>	<b><u>7/1/09- 6/30/11</u></b>
\$4,390	\$2,732	\$2,218	\$1,782
<b><u>Category 1 Programs</u></b>	<b><u>Category 2 Programs</u></b>	<b><u>Category 3 Programs</u></b>	<b><u>Category 4 Programs</u></b>
Football Volleyball	Basketball	Cheerleading Speech/Forensics (MSAB) Swimming Track Wrestling Team Leader	Baseball Drama Goalball Golf

<b><u>Coaching Position</u></b>	<b><u>Percent of Base Stipend</u></b>
Varsity Head Coach	100%
Varsity Assistant Coach	75%

**Job Title****Stipend per Academic Season****7/1/09-****6/30/11**

Athletic Director	\$2,512
Assistant Athletic Director	\$798
Senior Class Sponsor	\$984
Yearbook Director	\$997
Junior Class Sponsor	\$595
Sophomore Class Sponsor	\$417
"C" Team Head Coaches	\$957
"C" Team Assistant Coaches	\$798
Newsletter Editor	\$997
Student Council Advisor	\$595
Junior National Association for Deaf	\$595
Speech/Debate/Forensic Advisor (MSAD)	\$595
Drama Assistant	\$713
Sign Language/Voice Interpreter	\$11.91/hr.
SLPI (Sign Language Proficiency Interview)	\$595
Team Member	
Closeup Advisor	\$890
Brain Bowl Advisor	\$475
Driver's Education Instructor	\$31.99/hr.
National Honor Society Advisor	\$887

Activity Sponsors (for other than listed, school sponsored, competitive events, broomball, beepball, etc.)

Home Events	\$16.63/hr.**
Away Events	\$166/day***
Other workers (scores, times, etc.)	\$8.67/hr.

\*\*Football, basketball, volleyball, track, wrestling and swimming.

\*\*Hours beyond the normal workday.

\*\*\*Saturdays and Sundays.

**ARTICLE 7: Nondiscrimination**

The provisions of Article 5, Section 1, Nondiscrimination, are supplemented by the following provisions:

The Appointing Authority recognizes the importance of modeling best practices for deaf/hard-of-hearing and blind/visually-impaired individuals by making every effort to provide them with equal access to information at the same time as sighted, hearing individuals.

## APPENDIX L - STATUTORY LEAVES

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Following are the citations for leaves designated by the Legislature. These leaves are subject to change or repeal. These leaves are not grievable or arbitrable under Article 17 of this contract.

3.088	Leave of Absence to Serve as a Legislator or For Election to a full-time City or County Office.
15.62	Athletic Leave of Absence.
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates.
43A.185	Disaster Volunteer Leave.
179A.07, Subd. 6	Elected or Appointed Officials of the Exclusive Representatives.
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave.
181.945	Bone Marrow Donation Leave.
181.946	Leave for Civil Air Patrol Service.
181.947	Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service.
181.948	Leave to Attend Military Ceremonies.
192.26, 192.261	Military Service Leave.
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions.
202A.19	Precinct Caucus Leave.
204B.195	Time Off from Work to Serve as Election Judge.
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative.

Note: These leaves may be paid or unpaid, depending on the provisions of the applicable statute.  
Note: Please see Appendix P for information on the Family Medical Leave Act (FMLA).

## APPENDIX M - SENIORITY ROSTER

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Each seniority list shall include the criteria for seniority in that subject area, and a list of all areas of licensure or credentialing held by each employee on the list.\*

**(Date of Posting)**

**(Name of Facility)**

Subject:					
Criteria:					
Name	Area of License(s)/ Credential(s)	Date of Hire	Meets Criteria	Currently Assigned	Years of Service in Seniority Unit

Subject:					
Criteria:					
Name	Area of License(s)/ Credential(s)	Date of Hire	Meets Criteria	Currently Assigned	Years of Service in Seniority Unit

Subject:					
Criteria:					
Name	Area of License(s)/ Credential(s)	Date of Hire	Meets Criteria	Currently Assigned	Years of Service in Seniority Unit

\*For additional information regarding this form, please refer to Article 14, Seniority.

## **APPENDIX M-1 – CORRECTIONS SENIORITY ROSTER**

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### **STATE RESIDENTIAL SCHOOLS EDUCATION ASSOCIATION SENIORITY ROSTER**

Location:

Date:

#### **Academic**

<b>Name</b>	<b>Current Area(s) of Licensure or Certification</b>	<b>Most Recent Date of Entry Into SRSEA at Location</b>	<b>Seniority (years/mos.)</b>	<b>Comments (PT, lay-off, etc.)</b>

#### **Vocational**

<b>Name</b>	<b>Current Area(s) of Credentials</b>	<b>Most Recent Date of Entry Into SRSEA at Location</b>	<b>Seniority (years/mos.)</b>	<b>Comments (PT, lay-off, etc.)</b>



## APPENDIX N - GLOSSARY

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The descriptions found in this glossary are provided for informational purposes only and are not binding upon the parties. In the event of a conflict between any description set forth herein and a definition set forth in the contract/agreement, law, rule, or Administrative Procedure, the terms of that document shall prevail.

**Actively at Work** - Employees are “actively at work” if they are on active payroll status and not using paid or unpaid leave.

**Administrative Procedures** - The procedures of Minnesota Management & Budget developed in accord with M.S. 43A.04, Subd. 4.

**Agency** - Department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

**Appointing Authority** - A person or a group of persons empowered by the Constitution, statute, or executive order to employ persons in, or to make appointments to positions in the civil service.

**Appointment Status** - Could be unlimited or limited. See appropriate definitions.

**Balancing** - A time-management system for professional employees that provides for the flexibility to schedule, with supervisory approval, work days/weeks other than those defined as normal so as to equitably address the variability in the hours of work often required of a professional teaching position. In contrast to flextime schedules, balancing does not occur on a regular and recurring basis and does not guarantee hour-for-hour time off for extra hours worked. Examples of situations where balancing might be approved include:

- teacher needs to work into the evening on a regular job duty, but could “balance” hours by coming in later the next day, if work schedule permits.
- teacher needs to work on a Saturday on a regular job duty, but could “balance” hours by not working the following Monday, if work schedule permits.
- teacher needs to work several evening hours for conferences early in September, but could “balance” hours by working fewer hours in a different week, if work schedule permits.

**College Credit** - For purposes of this contract, college credits are measured in semester credits. One semester credit is equal to 1.5 quarter credits.

**Classified Service** - All positions now existing or hereafter created in the civil service and not specifically designated unclassified pursuant to M.S. 43A.08 or other enabling legislation.

**Compensatory Time (“comp time”)** - A form of payment for overtime that the employee may, with supervisory approval, use as a form of paid leave. [See also “overtime.”]

**Delegated Authority** - The responsibility and accountability given to an agency by Minnesota Management & Budget to perform certain classification and selection functions. This authority may vary from agency to agency.

**E.A.P.** (Employee Assistance Program) - A service available to all state employees, which provides assistance and referral for a variety of situations including emotional, financial, family, and alcohol or chemical dependency problems.

**Emergency Employee** - An employee who is appointed for no more than 45 aggregate work days in any 12 month period for any single Appointing Authority.

**Employer** - Minnesota Management & Budget, which is considered the Employer of all Executive Branch State employees and employees of the three (3) retirement systems.

**Employment Condition** - May be full-time, part-time, intermittent or seasonal. See appropriate definitions.

**First Report of Injury** - Related to Workers' Compensation, a form used for reporting injuries that happen to employees during the course of performing their job duties.

**Flextime Schedule** - An alternative work schedule available to employees upon request and with supervisory approval. A flextime schedule consists of recurring and predictable schedules, includes a specific period of time in which all employees must be at work ("core time") and another larger period of time ("band width") in which employees may choose to complete their specific work day/week requirements of their position.

**F.M.L.A. (Family Medical Leave Act)** - Federal law mandating up to 12 weeks of job protected leave to eligible employees for certain family and/or medical reasons consistent with the Act, relevant State law and collective bargaining agreements/plan.

**Incumbent** - Employee currently serving in a job.

**Intermittent** - An employment condition in which an employee is called to work as needed, without a schedule.

**Job Audit** - Process by which a position is reviewed by Minnesota Management & Budget or Appointing Authority to determine the correct classification.

**Just Cause** - A standard upon which discipline is based.

**Limited Appointment** - May be emergency, temporary, temporary unclassified or provisional. See appropriate definitions.

**MMB** (Minnesota Management & Budget) - The Employer of all Executive Branch State employees and employees of the three (3) retirement systems.

**Mobility Assignment** - Per Administrative Procedure 1.1, voluntary, limited assignments of classified permanent employees to alternative duties within another state agency/Appointing Authority, governmental jurisdiction, or private employer. Duration cannot normally exceed two years.

**M.S.** - Minnesota Statutes.

**O.S.H.A. (Occupational Safety and Health Act)** - Federal law which governs safety and health issues in the workplace.

**Overtime** - Payment, in the form of cash or compensatory time, for work performed that has been determined to be a special project. Examples of situations where overtime payment might be approved include:

- a teacher is asked to design a new program, in addition to his/her regular job duties. This additional assignment might be a special project eligible for overtime.
- a teacher needs to work an extra shift due to special circumstances.

**P.E.L.R.A. (Public Employee Labor Relations Act)** - Minnesota Statute 179A which governs the relationships between public employers and their employees. Provisions include granting public employees the right to organize, requiring public employers to meet and negotiate with public employees and establishing the responsibilities, procedures and limitations of public employment relationships.

**Position Description** - A document which defines an individual job's duties and responsibilities and the knowledge, skills, and abilities required to perform them.

**Provisional Appointment** - An appointment authorized when there is no fully qualified person suitable or available for appointment. Appointment may not normally exceed 12 months, but may be extended for persons provisionally appointed to positions requiring licensure or certification where there is a lack of qualified applicants. Person must be qualified in all respects except for completion of a licensure or certification requirement.

**Reinstatement** - The appointment of a former permanent or probationary employee to a class within four years of the employee's separation from the class.

**Seasonal Appointment** - A limited appointment for no more than ten (10) months during any twelve (12) consecutive months with the expectation that the employee will return to work year after year.

**Special Project** - Work performed that the supervisor has determined is in addition to an employee's normal work duties or workload and is, therefore, eligible for overtime payment.

**Shift Differential** - A fixed amount of money that is added to an employee's normal hourly wage when an assigned shift begins before or ends after a specified time of day.

**Temporary Appointment** - A limited appointment not to exceed 12 months in any 24 month period within any one Appointing Authority.

**Temporary Unclassified** - A limited unclassified appointment pursuant to M.S. 43.08, Subd. 2A.

**Unclassified Service** - All positions specifically designated as not being classified pursuant to M.S. 43A.08 and other enabling legislation.

**Unlimited Appointment** - An appointment for which there is no specified maximum duration.

**Vocational Credentialing** – The process for evaluating an individual's education and experience in accordance with system-established minimum qualifications for individuals who provide instruction in vocational/technical programs.

**Work-Out-Of-Class** - Assignment of an employee to duties in another class, usually for no more than two (2) years. The employee remains assigned to their original bargaining unit.

## **APPENDIX O - STIPULATION ON RELEASE OF INFORMATION**

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**STIPULATION  
between  
State of Minnesota  
and  
State Residential Schools Education Association**

In The Matter of a Request to  
Release Certain Information from

State Residential Schools Education Association

and

State of Minnesota, Minnesota Management & Budget

The undersigned Parties agree that they shall abide by the following Stipulation:

1. Subject to the restrictions set forth in paragraphs 2 and 3 below, the State will produce, as requested by the State Residential Schools Education Association, the following information the State has determined includes information which is classified as private personnel data on individuals under Minn. Stat. §13.43.
  - a. Bi-weekly report; and
  - b. Quarterly report of active employees in the bargaining unit.
2. The information identified in paragraph 1 above will be subject to the following restrictions:
  - a. This data shall be used by the State Residential Schools Education Association to conduct elections, notify employees of fair share fee assessments, implement the provisions of Minn. Stat. §179A and shall not be disclosed for any other purpose.
  - b. The State Residential Schools Education Association agrees to maintain the data and shall not produce or disclose the data to any other person or parties.
  - c. The State Residential Schools Education Association agrees to return the data to the State when it is determined by the State Residential Schools Education Association that the data is dated or replaced and no longer needed. Or, the State Residential Schools Education Association may elect to destroy the data in a manner which assures that the data cannot be retrieved and used in any manner. If the data is destroyed, the State Residential Schools Education Association agrees to inform the State at the time the data is destroyed.

- The provisions of this Stipulation shall remain in effect until June 30, 2011.

FOR THE EMPLOYER

Tom Hanson  
Commissioner

Date

## **APPENDIX P - STATEWIDE POLICY ON FMLA**

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The following "Statewide Policy on FMLA" and "Frequently Asked Questions" are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

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### **STATEWIDE POLICY ON FMLA**

#### **Purpose**

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA) and the regulations thereunder.

#### **Policy**

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

In addition, an eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a "single 12-month period."

#### **Definitions**

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 2009.

##### **"ACTIVE DUTY" 825.126**

"Active duty" is defined as duty under a call or order to active duty (or notification of an impending call or order) in support of a contingency operation and includes,

- 1) Retired members of the Regular Armed Forces and members of retired Reserve who retired after completing 20 years of active service;
- 2) All reserve unit component members in case of war or national emergency;
- 3) Unassigned members of the Ready Reserve; and
- 4) The National Guard and state military during war or cases of national emergency as declared by the President or Congress.

##### **"COVERED SERVICEMEMBER" 825.126**

This includes the employee's spouse, son, daughter (including employee's biological, adopted, or foster child, step child, legal ward or a child for whom the employee stood in loco parentis), or parent (including employee's biological adoptive, step or foster father or mother or any other individual who stood in loco parentis) on active duty or called to active duty service.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER OR A COVERED SERVICEMEMBER" 825.124 and 825.127

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member or covered servicemember is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.
- 2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.
- 3) The employee may be needed to fill in for others who are caring for the family members or covered servicemembers, or to make arrangements for changes in care, such as transfer to a nursing home.
- 4) The employee may be needed to care for a covered servicemember with a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy or in outpatient status, or otherwise on the temporary disability retirement list.

"HEALTH CARE PROVIDER" 825.125

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
- b) Others capable of providing health care services including only:
  - Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.
  - Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law.
  - Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
  - Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.122

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

"IN LOCO PARENTIS" 825.122

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

#### "NEXT OF KIN" 825.127

The next of kin of a covered service member is the nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority:

- 1) Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- 2) Brothers and sisters;
- 3) Grandparents;
- 4) Aunts and uncles;
- 5) First cousins;

unless the covered servicemember has specifically designated in writing another blood relative for the purposes of military caregiver leave under the FMLA.

#### "PARENT" 825.122

A biological, adoptive, step or foster parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

#### "PHYSICAL OR MENTAL DISABILITY" 825.122

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

#### "QUALIFYING EXIGENCY" 825.126

Eligible employees may take FMLA leave while the employee's spouse, son, daughter or parent (the "covered military member") is on active duty or called to active duty for one or more of the following qualifying exigencies:

- 1) **Short notice deployment** – leave to address issues that arise from the fact that a covered servicemember is notified of an impending call or order to active duty seven days or less prior to the date of deployment. Leave under this event can be used for a period of seven calendar days beginning on the date the covered military member is notified of the impending call or order to active duty.
- 2) **Military events and related activities** – leave to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status of the covered military member or to attend family support or assistance programs and information briefings sponsored or promoted by the military, military service organizations or the American Red Cross that relate to the active duty or call to active duty.
- 3) **Children and school activities** – events include:
  - (a) Leave to arrange for alternative childcare if the call to duty necessitates a change in existing childcare arrangements.
  - (b) Leave to provide childcare on an urgent immediate basis provided such care arises from the call to active duty.



- (c) Leave to enroll in or transfer to a new school or day care facility when necessitated by the active duty status.
  - (d) Leave to attend meetings with staff at a school or daycare facility, such as meeting with school officials regarding disciplinary measures, parent-teacher conferences, or meeting with school counselors when such meetings are necessary due to circumstances arising from the call to active duty.
- 4) **Financial and legal arrangements** – events include:
- (a) Leave to make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, obtaining military identification cards or updating a will or living trust.
  - (b) Leave to act as covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military services benefits while the covered servicemember is on active duty and for a period of 90 days following the termination of the covered servicemember's active status.
- 5) **Counseling** – leave to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or for a child, provided that the need for counseling arises out of the active duty or call for active duty.
- 6) **Rest and recuperation** – leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during a period of deployment. Employees may take up to five days for each instance of rest and recuperation.
- 7) **Post deployment activities** – events include:
- (a) Leave to attend ceremonies, reintegration briefing and events or any other official programming or ceremony sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status.
  - (b) Leave to address issues that arise from the death of a covered military member while on active duty status such as meeting and recovering of the body and making funeral arrangements.
- 8) **Additional activities** – Leave to address other events that arise out of the covered military member's active duty or call to active duty status provided that the employer and employee agree that such leave qualifies as an exigency and both agree to the timing and extent of the leave.

"SERIOUS HEALTH CONDITION" 825.114 and 825.115

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

- A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or
- B. **Continuing treatment** by a health care provider that involves:

1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three consecutive calendar days; and**
2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
  - (a) **Treatment two or more times** within 30 days of the first day of incapacity, unless extenuating circumstances, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; **or**
  - (b) **Treatment** by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

The first (or only) treatment visit to a health care provider must be within seven (7) days of the first day of incapacity.

- C. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or
- D. **Chronic serious health condition.** Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition.

**Chronic serious health condition** is defined as one which:

- (a) Requires periodic visits (defined as at least twice per year) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and
  - (b) Continues over an extended period of time; and
  - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or
- E. **Permanent or long term condition.** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease); or
  - F. **Multiple treatments.** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

**Specific Exclusions.** Routine physical, eye, or dental examinations, and cosmetic treatments, cold, flu, and earaches without complications are ordinarily excluded.

**Specific Inclusions.** The following conditions are included in the definition of serious health condition if all the conditions of the FMLA are met:

- A. Mental illness
- B. Allergies; and
- C. Substance abuse. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for FMLA leave.  
825.119

**"SERIOUS INJURY OR ILLNESS OF A COVERED SERVICE MEMBER" 825.127**

An injury or illness incurred by a covered service member in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

**"SON" OR "DAUGHTER" 825.122**

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability at the time that FMLA leave is to commence.

**"SPOUSE" 825.122**

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

**"UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.123**

Where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act. A person who must be absent to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions during the absence for the treatment.

## **Procedures and Responsibilities**

### **I. Eligibility**

#### **A. Employee Eligibility**

1. The employee must have worked for the State of Minnesota for at least 12 months. The 12 months need not be consecutive, provided the employee's prior service occurred within the last seven years or, if the break in service was longer than seven years, was due to the employee's duty to fulfill his or her National Guard or Reserve military service obligation.
2. In addition, the employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff. An employee returning from fulfilling his or her National Guard or Military obligation shall be credited with the hours of service that would have been performed but for the period of military service.

## B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child, and to care for such child.
2. For the placement with an employee of a child for adoption or foster care.
3. To care for the employee's spouse, son or daughter, or parent with a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.
  - a) In order to care for a covered service member, the eligible employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.
  - b) Under this provision, employees are entitled to 26 weeks of leave during a single 12-month period.
  - c) The single 12-month period begins on the first day the eligible employee takes FMLA to care for the covered servicemember and ends 12 months after that date.
  - d) If the member does not take the full 26 weeks during the single 12-month period, any remaining part of the 26 weeks is forfeited.
  - e) Leave entitlement is to be applied on a per covered servicemember, per injury basis, thus entitling an employee to more than one period of 26 weeks of leave if the leave is to care for same servicemember with a subsequent injury or illness or if it is to care for a different covered servicemember, except that no more than 26 workweeks of leave may be taken in a single 12-month period.
  - f) An eligible employee is entitled to combine a total to 26 weeks of leave for any FMLA qualifying reason during the single 12-month period provided that the employee is entitled to no more than 12 weeks of leave for one or more of the following:
    - i. Birth of son or daughter
    - ii. Placement of son or daughter with the employee for adoption or foster care
    - iii. To care for a spouse, son, daughter or parent who has a serious health condition
    - iv. Because of the employee's own serious health condition.
    - v. Because of a qualifying exigency.

### C. Employer's Response to the Employee's Request for FMLA Leave

When an employee requests FMLA qualifying leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave. In addition, each time an eligibility notice is given, the employer must provide the employee with the following:

1. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.
2. The leave will be counted against the employee's twelve weeks of FMLA leave.
3. Any certification requirements (of a serious health condition, serious injury or illness or qualifying exigency) and the consequences of failing to furnish such certification.
4. Employee's right to use paid leave, whether the employer requires the substitution of paid leaves, and the employee's right to take unpaid leave if the employee does not meet the requirements for paid leave.
5. Requirements concerning payment of health insurance premiums.
6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work after taking the leave.
7. The employee's rights to maintenance of benefits and restoration to the same or an equivalent job upon return from FMLA leave.
8. The employee's status as a "key employee" and its potential consequences.

### D. Certification Requirements

1. In most cases, the Appointing Authority will request that an employee furnish certification where the requested leave is to care for a covered family member with a serious health condition or due to the employee's own serious health condition.
2. The Appointing Authority may require that an employee's leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness be supported by a certification;
3. In most cases, the Appointing Authority will request the certification at the time the request for leave is made, or in the case of an unforeseen leave, within five (5) business days after the leave commences. However, the Appointing Authority may request a certification at some later date if it has reason to question whether the leave is appropriate or its duration.
4. If the Appointing Authority finds that any certification is incomplete or insufficient, it will advise the employee, and will state what additional information is needed.
5. If the required certification is not provided, the taking of the leave may be denied. In all cases it is the employee's responsibility to provide a complete and sufficient certification.
6. The Appointing Authority may request a fitness for duty certificate upon the employee's return to work.

## E. Designating Leave and Required Notices

When the employer has enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g. after receiving a completed certification), the employer must notify the employee of its determination within five (5) business days absent extenuating circumstances. If the employer is designating the leave as FMLA-qualifying, this notification should include the following:

1. The amount of the leave counted against the employee's leave entitlement, including, if known, the number of days, hours or weeks that will be counted.
  - a. If it is not possible to provide the amount because the need for the leave is unscheduled, the employee has the right to request this information but not more often than once in a 30-day period and only if leave was taken during that period.
2. Whether the employer will require paid leave to be substituted for unpaid leave, and that paid leave taken will be counted as FMLA leave.
3. Whether the employer will require the employee to provide a fitness-for-duty certification, and whether the fitness-for-duty certification must address the employee's ability to perform the essential functions of the job.

If the employer determines that the leave will not be designated as FMLA-qualifying (e.g. the leave is not for a reason covered by the FMLA or the FMLA leave has been exhausted), the employer must notify the employee of that determination.

Retroactive Designation: The employer may retroactively designate leave as FMLA with appropriate notice to the employee, provided that its failure to timely designate the leave does not cause harm or injury to the employee. In all cases, the employee and employer may mutually agree that leave be retroactively designated as FMLA leave.

## II. Coordination With Collective Bargaining Agreements/Plans

- A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., medical leave or personal leave, dependent on which leave is appropriate.
- B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements (e.g., for the employee's own serious health condition). The employer shall only require an employee to use vacation in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. **All paid time counts toward the twelve (12) weeks of FMLA qualifying leave.**
- C. Complying with notice/call-in policies of the Appointing Authority. An Appointing Authority may require an employee to comply with its usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to comply may result in the delay or the denial of the leave.

## III. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

- B. An eligible employee returning from a FMLA qualifying leave is entitled to be returned to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

#### IV. General Provisions

##### A. Recordkeeping

- 1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.
- 2. The records must disclose the following:
  - (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.
  - (b) Dates FMLA qualifying leave is taken.
  - (c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.
  - (d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.
  - (e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.
  - (f) Premium payments of employee benefits.
  - (g) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
  - (h) Records and documents relating to medical certifications or medical histories of employees or employees' family members, which shall be maintained in separate confidential files.

##### B. Posting Requirements

- 1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees and applicants for employment would normally expect to find official notices, and may also be posted electronically, provided that it is in a conspicuous place on the Appointing Authority's website and is accessible to both applicants and current employees.
- 2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.

3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave and to each new employee upon hire.

### C. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

#### 1. Internal

- a) Contact their Human Resources office, or;
- b) Contact their Labor Union/Association.

#### 2. External

- a) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.
  - (1) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories or on the Department of Labor's website.
  - (2) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.
  - (3) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.
- or;
- b) File a private lawsuit pursuant to section 107 of the FMLA.
  - (1) If the employee files a private lawsuit, it must be filed within two (2) years of the alleged violation of the Act, or three (3) years if the violation was willful.

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### FREQUENTLY ASKED QUESTIONS

#### 1. Which employees are eligible for an FMLA qualifying leave?

An "eligible employee" is a State employee who:

- a) Has been employed by the State for at least 12 months, and
- b) Has worked and been compensated for at least 1,250 hours during the 12-month period immediately preceding the leave (this does not include vacation, sick leave, other paid leave, or compensatory time - this does include overtime worked).



2. *Are only permanent employees eligible for FMLA qualifying leave?*

No, non-permanent employees are eligible if they meet the requirements stated under question number one above. If employees are not in insurance eligible status, they are only eligible for unpaid time off and not the insurance benefits.

3. *Under what circumstances are employees eligible to take a FMLA qualifying leave?*

- a) For birth of the employee's child, and to care for the newborn child;
- b) For placement with the employee of a child for adoption or foster care;
- c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- e) Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- f) To care for a covered service member who became ill or was injured as a result of active duty service.

4. *How much time may an employee take as FMLA qualifying leave?*

Eligible employees may take up to twelve work weeks of leave during each fiscal year with the following exceptions:

**Exceptions:**

If the leave is to care for a covered service member who became ill or was injured as a result of active duty or call to active duty service, refer to question No. 5.

If a husband and wife both work for the State, refer to Question Nos. 6 and 7.

If the leave is taken for the birth of a child or the placement of a child for adoption or foster care, refer to Question No. 9.

5. *How much time may an employee take as FMLA qualifying leave to care for a covered service member who became ill or is injured as a result of active duty or call to active duty service?*

Eligible employees may take up to 26 weeks within a single 12-month period. The 12 month period begins on the date the employee first takes FMLA leave to care for the covered service member and ends 12 months after that date.

6. *If both husband and wife are State employees, are they both eligible for twelve weeks of FMLA qualifying leave during the fiscal year?*

Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA qualifying leave per fiscal year under the following situations:

- a) For the birth of a son or daughter and to care for the newborn child;
- b) For placement of a child with the employee for adoption or foster care;
- c) To care for the employee's parent (not parent-in-law) who has a serious health condition.
- d) Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

7. *If both husband and wife are State employees, are they both eligible for 26 weeks of FMLA qualifying leave to care for a covered service member who becomes ill or is injured as a result of active duty or active duty service?*

Yes. However, a husband and wife can take only a combined total of 26 weeks of FMLA qualifying leave during a single twelve month period.

8. *If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed another 12 weeks the following fiscal year for the same condition?*

Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked in the year preceding the request).

9. *If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for adoption or foster care, must the leave be completed within a specific period of time?*

Although it is possible that an employee could qualify for two separate FMLA qualifying leaves for the birth or placement of a child (under the condition explained in Question No. 5 above), all FMLA qualifying leaves must be completed within 12 months of the birth or placement of a child. The 12-month period begins on the date of birth or placement.

10. *Does FMLA leave have to be taken all at once, or can it be taken intermittently?*

FMLA qualifying leave taken for the employee's own serious health condition, for the serious health condition of the employee's spouse, son, daughter, or parent, or to care for a covered servicemember with a serious injury or illness may be taken intermittently or on a reduced schedule if "medically necessary" and if that medical need can best be accommodated by an intermittent schedule. If the need for intermittent leave or a reduced schedule is documented by the employee's or family member's health care provider as "medically necessary", such leave shall be granted. Intermittent leave for the birth/placement of a child may be granted at the discretion of the Appointing Authority. The Appointing Authority's agreement is not necessary if the mother has a serious health condition in connection with the birth or if the newborn child has a serious health condition.

Leave due to a qualifying exigency may be taken on an intermittent or reduced schedule basis.

11. *Is an employee required to use paid sick leave for certain FMLA qualifying leaves?*

Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events as stated under the terms of the collective bargaining agreements and compensation plans. Employees must use sick leave for the reasons authorized by the bargaining agreement/plan provisions. The FMLA does not require an employer to expand the use of paid leave.

12. *Are there circumstances under which an employee may request to receive paid vacation or compensatory time in conjunction with FMLA?*

An employee may request and receive paid vacation or compensatory time. Granting of vacation or compensatory time is not subject to any other employer requirements such as seniority or staffing needs.

However, the employee must make a reasonable effort to schedule foreseeable qualifying leave so as not to unduly disrupt the employer's operation. If the employee is unable to provide sufficient documentation to determine FMLA eligibility, the employee shall be placed on unpaid leave until such documentation is made available to the employer.

13. *How do you determine the amount of FMLA qualifying leave used if an employee works a fixed part-time schedule or the employee's schedule varies from week to week?*

The amount of FMLA qualifying leave is determined on a prorata basis by comparing the requested schedule with the employee's normal schedule.

Where the schedule varies from week to week to such an extent that the employer is unable to determine with any certainty the number of hours the employee would have worked, a weekly average of the hours scheduled over the 12 months prior to the beginning of the leave period is used to calculate the employee's leave entitlement.

14. *How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?*

- a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?" An employee giving notice of the need for FMLA leave must explain the reasons for the needed leave so as to allow the Appointing Authority to determine whether it is qualifying.
- b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.
- c) If the employee fails to explain the reason, leave may be denied.

15. *How can an employee determine if his or her request for time off qualifies under FMLA?*

- a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.
- b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

16. *Can an FMLA qualifying leave extend an employee's period of employment?*

No.

17. *What are an employee's job protection rights upon return from an unpaid FMLA qualifying leave?*

An eligible employee shall be restored to the same position that the employee held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment such as same shift, equivalent hours, etc.

18. *How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?*

The Act prohibits an employer from discriminating against employees who use FMLA qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any employment actions including but not limited to discipline and selection.

19. *Can employees choose whether or not they want to use FMLA qualifying leave?*

No. It is the employer's responsibility to designate leave as qualifying under FMLA. An employee may not choose whether leave shall be counted as FMLA qualifying leave.

20. *How can an employer verify an employee's need for leave because of a "serious health condition"?*

The Appointing Authority's FMLA designation decision must be based only on information received from the employee or the employee's spokesperson.

An employer may also require an employee to obtain certification of a "serious health condition" from the employee's health care provider. The employer can pay for a second opinion if it doubts the validity of the original certification. If the second opinion conflicts with the first, the employer may pay for a third opinion. The provider of the third opinion must be jointly approved by the employer and employee. The third opinion will be final.

If a leave request is for the serious health condition of a family member, the employer can require the employee to provide certification from the family member's health care provider.

21. *Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave?*

During an FMLA qualifying leave, the employee and dependent health and dental insurance coverage is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Employees who receive the partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If the employee fails to make their premium payments, they will lose the coverage and may not be covered for any claims which may have occurred while on FMLA qualifying leave.

22. *What other insurance coverage may an employee continue during a FMLA qualifying leave?*

An employee may continue all coverage which they had prior to going on the FMLA qualifying leave, by paying the full cost of the premium. This includes, but is not limited to, basic, optional, spouse, child life insurance and short term and long term disability insurance. If the employee takes leave due to a work-related disability, short term disability may not be continued. It may be reinstated upon the employee's return to work.

23. *May an employee choose not to retain health and dental coverages while on a FMLA qualifying leave?*

Yes, an employee may choose not to retain these coverages. The coverages will be reinstated upon the employee's return to work.

24. *May an employee choose not to retain optional coverages while on a FMLA qualifying leave?*

Yes, however, they may have the coverages reinstated upon return to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If the leave goes beyond twelve weeks, the employee must reapply with evidence of good health. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave.

25. *If an employee terminates employment during the FMLA qualifying leave, may the employer recoup the costs of the premiums paid?*

Yes, an employer may recover its share of health/dental insurance premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work for at least thirty (30) calendar days after the leave unless the employee does not return due to the continuation, recurrence or onset of the serious health condition, or due to other circumstances beyond the employee's control.

26. *What are an employee's COBRA rights in relation to an FMLA qualifying leave?*

As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of employment, or the end of the leave - whichever comes first. Once the COBRA qualifying event occurs, the employee may choose to "continue" health and dental by paying the entire cost of coverage - even though the employee did not pay their share of the premium during the FMLA qualifying leave.

27. *What can employees do if they believe that their rights under FMLA have been violated?*

The employee has the choice of:

- a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of Labor, or
- b) Filing a private lawsuit pursuant to section 107 of FMLA.

28. *How are employees protected who request leave or otherwise assert FMLA rights?*

The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the Act.

29. *Do State laws providing family and medical leave still apply?*

Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for FMLA and for leave under State law, the leave used counts against the employee's entitlement under both laws.

30. *If an employee is on a non-medical leave of absence that also qualifies as an FMLA-protected leave, should that employee's leave accrual date be adjusted?*

No. Accrual dates shall not be adjusted for employees on FMLA-qualifying leaves whether medical or not.

31. *Do employees earn sick and vacation accruals when they are on unpaid FMLA-qualifying leaves?*

No. Employees only earn sick and vacation accruals when they are in a paid status. In addition, an employee being paid less than eighty (80) hours in a pay period due to an FMLA-qualifying unpaid leave will have his/her sick/vacation accruals prorated.

32. *Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?*

Only if they are in a paid status on the normal work day before and after the holiday.

33. *Does workers' compensation leave count against an employee's FMLA leave entitlement?*

It can. FMLA qualifying leave and workers' compensation leave may run concurrently, provided the reason for the absence is due to a qualifying serious illness or injury, and the employer properly notifies the employee in writing that the leave will be counted as FMLA leave.

34. *Can an employer count missed overtime hours against the employee's FMLA entitlement?*

Yes, if an employee would normally be required to work overtime, but is unable to do so because of an FMLA-qualifying reason that limits his/her ability to work overtime, the hours which the employee would have been required to work may be counted against the employee's entitlement (e.g., employee normally would be required to work 48 hours, but due to a serious health condition, can only work 40 hours. The employee would use 8 hours of FMLA-protected leave). Voluntary overtime hours that an employee does not work due to the FMLA reason may not be so counted.

For more information, contact human resources or your union representative.

## **APPENDIX Q - SENIORITY UNITS**

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Below is a list of Seniority Units for Unit 15, the Professional State Residential Instructional Unit, as of the effective date of this Agreement.

Corrections, Department of (each facility is a Seniority Unit):

- MCF - Faribault
- MCF - Lino Lakes
- MCF - Oak Park Heights
- MCF - Red Wing
- MCF - Rush City
- MCF - Shakopee
- MCF - St. Cloud
- MCF - Stillwater
- MCF - Thistledew Camp
- MCF - Willow River/Moose Lake

Human Services, Department of (each listing below is a separate seniority unit):

- Minnesota Sex Offender Program – Moose Lake
- Minnesota Sex Offender Program – St. Peter and Minnesota Security Hospital – St. Peter
- Minnesota State Academy for the Blind
- Minnesota State Academy for the Deaf
- Perpich Center for Arts Education

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

December 7, 1995

Nancy Kjeldahl  
Sauk Centre Correctional Facility  
Hwy 302  
P.O. Box C  
Sauk Centre, MN 56378

Dear Ms. Kjeldahl:

This letter is to confirm our understanding regarding the academic calendar at the Minnesota State Academy for the Deaf and the Minnesota State Academy for the Blind at Faribault, Minnesota. It is the intent of the Academies to have a school year comprised of one hundred seventy (170) days of student contact and eight (8) non-student contact days. This is our intention for both the 1995-96 academic year and the 1996-97 academic year.

Sincerely,

Jeffrey O. Wade /s/  
Chief Negotiator  
SRSEA 1995-97 Contract



December 7, 1995

Ms. Nancy Kjeldahl, Chief Negotiator  
1995-97 SRSEA Contract Negotiations  
Sauk Centre Correctional Facility  
Hwy 302, P.O. Box C  
Sauk Centre, MN 56378

Dear Nancy:

This letter is to confirm our understanding regarding the definition of "Academic Year" as it specifically pertains to crediting time spent in other formal teaching positions towards length of service for purposes of vacation accrual. The language in Article 18, Section 1 of this agreement presently reads:

An employee who is appointed to or occupies a position covered by this agreement within three (3) academic years of separation from....

In the above context, and only in the above context, "academic year" shall be defined as September 1 through August 31.

The parties agree that the above definition shall not be extended to other places in the collective bargaining agreement where the term "academic year" is used.

Sincerely,

Jeffrey O. Wade, Chief Negotiator /s/  
1995-1997 SRSEA Contract

September 16, 1999

RE: Guiding Principles Concerning Climate at the Worksite

During the negotiations of the 1999-2001 Labor Agreement, the parties agreed to the following principles concerning climate at the worksite:

- The development of the mission/vision of each site should include input from all relevant parties, including teachers;
- The responsibility to carry out this mission/vision should be shared by both management and teachers;
- The development of expectations for student outcomes should be a joint process between teachers and management;
- The responsibility to meet these student outcomes shall be shared by both management and teachers. These shared expectations should be reflected in routinely refined position descriptions for teachers;
- When there is a need to share duties across bargaining units, a cross-unit team should be established to identify issues and resolve potential conflicts;
- We encourage the establishment of regularly scheduled labor-management committees to address issues, recognize successes, and proactively plan for future needs/challenges;
- When conflicts occur, we encourage the use of a joint, interest-based, facilitated process to resolve the conflict at the lowest possible level. This might include the use of outside assistance, including workplace mediation, mediation by a neutral party, conflict resolution training, or whatever other means appropriately fit the situation. The parties agree that funding of these processes will be through mutual agreement.

Sincerely,

Jeanette June /s/  
Chief Negotiator, SRSEA

Katherine L. Megarry /s/  
Principal Labor Relations Representative, State of Minnesota

December 3, 2001

Ms. Jeanette June, President  
State Residential Schools Education Association  
41 Sherburne Avenue  
St. Paul, MN 55103

Dear Ms. June:

During the first year of the 2001-2003 collective bargaining agreement between SRSEA and the State of Minnesota, a committee that is representative of administration and faculty will be created at the Perpich Center for Arts Education to study criteria and a process and make recommendations to management for use of alternative methods to qualify for salary schedule placement and progression.

If management and the local association agree, the process will be implemented on a pilot basis for the remainder of the contract term.

Sincerely,



Carolyn J. Trevis  
Chief Negotiator  
2001-2003 SRSEA Contract

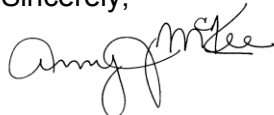
December 1, 2003

Donna Reuvers  
State Residential Schools Education Association  
Minnesota State Academy for the Deaf  
615 Olof Hanson Drive, P.O. Box 308  
Faribault, MN 55021

Dear Ms. Reuvers:

During the bargaining process conducted for the 2003-2005 collective bargaining agreement between the parties, the parties agreed that at the request of the Association, each Appointing Authority will agree to meet with Association representatives at least once each year to discuss its written education/staff development budget. The purpose will be to make recommendations regarding the distribution of the available staff development funds.

Sincerely,



Amy J. McKee  
Chief Negotiator  
2003-2005 SRSEA Contract

December 1, 2003

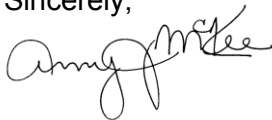
Donna Reuvers  
State Residential Schools Education Association  
Minnesota State Academy for the Deaf  
615 Olof Hanson Drive, P.O. Box 308  
Faribault, MN 55021

Dear Ms. Reuvers:

During the bargaining process conducted for the 2003-2005 collective bargaining agreement between the parties, the Association expressed various concerns regarding the increased workload at several locations. We recognize the importance of these concerns to your members. We also acknowledge and respect the value of teachers' work, both inside and outside the classroom.

In addition, we agree that upon the request of the Local Association, an Appointing Authority shall meet within thirty (30) days of the request to discuss concerns and options for potential solutions to address workload issues.

Sincerely,



Amy J. McKee  
Chief Negotiator  
2003-2005 SRSEA Contract

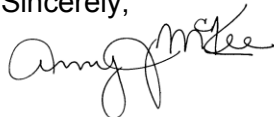
December 1, 2003

Donna Reuvers  
State Residential Schools Education Association  
Minnesota State Academy for the Deaf  
615 Olof Hanson Drive, P.O. Box 308  
Faribault, MN 55021

Dear Ms. Reuvers:

This letter is to confirm that the Minnesota State Academy for the Deaf ("MSAD") agrees to reconvene the "due process" committee established in the spring of 2000 for the purposes of discussing and reviewing guidelines related to IEP caseloads and evaluation (assessment) team assignments and related duties. MSAD will make all reasonable efforts to convene this committee and meet no later than January 1, 2004.

Sincerely,



Amy J. McKee  
Chief Negotiator  
2003-2005 SRSEA Contract

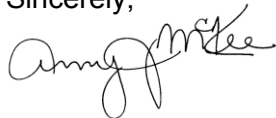
December 1, 2003

Donna Reuvers  
State Residential Schools Education Association  
Minnesota State Academy for the Deaf  
615 Olof Hanson Drive, P.O. Box 308  
Faribault, MN 55021

Dear Ms. Reuvers:

During the interest-based bargaining process conducted for the 1997-99 collective bargaining agreement between the parties, it was agreed to establish a joint labor management committee to study a peer review/performance management process. This is to confirm that we will continue this committee during the term of the 2003-2005 bargaining agreement and that upon the request of the Association the committee shall meet within thirty (30) days to continue the review and discussions.

Sincerely,



Amy J. McKee  
Chief Negotiator  
2003-2005 SRSEA Contract

April 22, 2009

Mr. Chad Schmidt, President  
State Residential Schools Education Assoc.  
MCF-Rush City  
7600 – 525<sup>th</sup> Street  
Rush City, MN 55069

Dear Chad:

The insurance article reflects the changes in benefits and structure that will impact the State life, health, dental, disability, and pre-tax plans as a result of negotiations for the July 1, 2009 through June 30, 2011 SRSEA contract. In addition to the final language of the articles, the parties also agreed on the following:

1. The State will explore, through a collaborative work group including representatives from MMB and the Joint Labor-Management Committee on Health Plans, on the following concepts:
  - a. The agreement's definitions of dependents in contradistinction to the definitions promulgated by the Department of Commerce.
  - b. The eligibility of surviving spouses who take temporary jobs covered by the SEGIP plan to return to the SEGIP plan.
  - c. The costs and administrative complexities regarding waiving office visit copayments or coinsurance for treatment for chronic conditions, repeat appointments, medication follow-ups, and lab work.
2. The parties will hold a Meet and Negotiate during the summer of 2009 on the subject of Minnesota Advantage Health Plan Benefit Level Two health care network determination.
3. The State will offer a \$125 HRA to all Advantage contract holders during the 2011 plan year.
4. Finally, there will be an open enrollment for employees and spouses who currently have optional life insurance, based on the amount the individual currently has in force, as follows:

<b><u>Now insured for:</u></b>	<b><u>May add:</u></b>
\$ 5,000 to \$39,999	\$ 5,000
\$ 40,000 to \$59,999	\$10,000
\$ 60,000 to \$79,999	\$15,000
\$ 80,000 to \$99,999	\$20,000
\$100,000 or more	\$25,000

Employees must be actively at work and spouses must not be hospitalized in order for the change in insurance to take place.

Sincerely,



Paul A. Larson  
State Negotiator



November 21, 2002

RE: Workload Concerns - Adult Correctional Facilities

As a result of a Statewide Labor/Management Committee with the Department of Corrections (DOC), the parties have agreed to the following principles regarding the workload of teachers at the Adult Correctional Facilities:

1. The DOC will make reasonable efforts to comply with the Department of Children, Families, and Learning guidelines regarding appropriate class size based on ABE functional levels;
2. With advance notice to the local SRSEA president, the DOC agrees to have the State DOC Safety Director, or his/her designee, visit and evaluate the education work site/facility to address safety and security issues, specifically with respect to class size and physical space;
3. The DOCT agrees to review and make recommendations regarding the delivery of Information Technology services to the education department and the IT department at all facilities;
4. The DOC agrees to meet with SRSEA members at the local level to discuss the budgeting process and the allocation of funds to the education program;
5. The DOC will explore the possibility of using the Minnesota Literacy Council to provide training to inmate tutors at each of the facilities; and report findings to local SRSEA teachers;
6. In light of concerns raised regarding the administrative duties of SRSEA teachers, the facility Education Directors will review the type and allocation of administrative duties amongst the education staff. Consideration of revised/modified allocation of those duties will occur at the facility level, in consultation with SRSEA members, and on a case by case basis. The facility Education Directors will report back to the DOC Statewide Education Director with respect to this issue; and
7. The parties encourage the establishment of regularly scheduled joint labor/management committees to resolve any issues or concerns at the lowest possible level. When specific conflicts occur, the parties encourage the teacher(s) to address the conflict at the lowest level, starting with the facility Education Director.



Amy J. McKee  
Sr. LR Rep., DOER

Jeanette June  
President, SRSEA

Chuck Kehrberg  
Field Rep., Ed. MN

# MINNESOTA STATE ACADEMIES FOR THE BLIND & DEAF

*P.O. Box 308, Faribault, Minnesota 55021*

**Telephone: 507/332-5410 Fax: 507/333-2095 E-mail: [mhagen@msad.state.mn.us](mailto:mhagen@msad.state.mn.us)**

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## PILOT PROGRAM FOR MINNESOTA STATE ACADEMIES

### PROCESS FOR TEACHER ASSIGNMENTS

This pilot program will be in place effective January 1, 2000, through June 30, 2009 (for the school years 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, and 2009-2010).

The following process shall be used in making teacher assignments for the start of each school year. This process will facilitate appropriate teacher placement and ensure student needs are met by assigning teachers based on teacher licensure, skills and experience.

- The team(s) at MSAD and the scheduling committee at MSAB will meet to discuss student/program needs and to determine appropriate student groupings.
- The team (MSAD) or scheduling committee (MSAB) and administration will ask for staff preferences in teaching assignments for fall.
- After reviewing the staff preferences, the team(s) (MSAD) or scheduling committee (MSAB) will be given the task of making recommendations for teacher placement in their particular team/work site. Parameters and guidelines will be given for making these assignments/determinations. The team(s)/committee must reach consensus regarding teacher placements for the following fall.
- The team(s)/committee will make a formal recommendation to the Director(s) for the assignments for the new school year.
- The Director(s) will then make the final determination of teacher assignments based on needs of the students/program and the recommendations from the team(s)/committee regarding assignments. This final determination is not grievable.
- At the request of the team or an individual teacher, the decision made by the Director shall be reviewed by the Academies' Administrator.

Plans/changes for the new school year are typically determined in the spring or early summer of the prior school year. Every attempt will be made to accomplish this task in a timely manner. However, changes may occur in the months/weeks preceding the start of the school year based on numbers and needs of incoming students and staffing needs/changes. Wherever possible, for these last minute changes, the team leader/committee member will be contacted with regard to appropriate teacher placement.

The parties agree that during this pilot program, the provisions of Article 13, Section 5 of the Master Agreement will not apply to the assignment of teachers for the start of the school year.

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Linda Mitchell  
Academies' Administrator

11-17-99  
Revised 10/12/07