

LABOR AGREEMENT

between the

STATE OF MINNESOTA

and the

STATE RESIDENTIAL SCHOOLS

EDUCATION ASSOCIATION

Dates: July 1, 2015 to June 30, 2017

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ARTICLE 1 - PREAMBLE

This Agreement is made and entered into this 14th day of January, 2016, 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

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

Section 1. New Teacher Orientation. The Appointing Authority shall provide an orientation for each new teacher 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 affects 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 teachers 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 teacher mailboxes for communication to teachers.

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 at the teacher's hourly rate of pay. 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 at the teacher's hourly rate of pay.

Section 8. Negotiations of Successor Agreements. The Association may select up to four (4) teacher 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 teachers who shall be released without pay to assist in negotiating a successor contract.

ARTICLE 4 - DUES DEDUCTIONS

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 teacher who has authorized such deductions.

Section 3. Dues Remittance. The Employer shall remit to Education Minnesota the aggregate deductions of all teachers together with an alphabetical list of the teachers 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 teachers 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

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 teachers 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 teacher's Appointing Authority.

Section 4. Association Membership. The Employer will not interfere with the rights of teachers 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 teacher because of Association membership or non-membership, or because of any teacher 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 teachers have a right to a workplace free of verbal and/or physical sexual harassment.

Claims of 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 teachers 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 teacher'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

To prepare students for responsible and informed citizenship, teachers have the right and responsibility to promote an atmosphere of free inquiry and approach subject matter from a broad range of viewpoints. Teachers shall have the freedom to present information using their professional judgment and knowledge of the content area. There shall be no unreasonable restraints which would impair teachers' 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

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) teachers, 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, teachers 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. Teachers shall neither lose pay nor accrue additional pay for attending such meetings, however, teachers 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

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) consecutive hours of work excluding a duty free lunch period of no less than thirty (30) minutes; or
- Nine (9) consecutive hours of work excluding a duty free lunch period of no less than thirty (30) minutes, plus one (1) day of four (4) consecutive hours; or
- Ten (10) consecutive hours of work excluding a duty free lunch of no less than thirty (30) minutes.

Section 2. Student Contact Time. The maximum assignment of pupil contact for any teacher shall be three (3) hours in a four (4) hour day, six (6) hours in an eight (8) hour day, six and three quarters ($6\frac{3}{4}$) hours in a nine (9) hour day, or seven and one half ($7\frac{1}{2}$) 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.

Section 3. Prep Time. 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 teachers shall receive a pro-rated preparation period based on ten (10) minutes for each class period taught, with a minimum of thirty (30) minutes per day.

Section 4. 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 teachers 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. Teachers shall be scheduled for a minimum of two (2) consecutive days off between established work weeks.

Section 5. 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 teachers. 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 teachers returning to work from a workers' compensation disability leave.

Section 6. 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 7. 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 teacher shall be allowed to choose cash or compensatory time each payroll period. Should a teacher 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 8. 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 9. Flex-Time. Upon agreement with the teacher's immediate supervisor, an individual flex-time schedule may be established.

Section 10. Work Environment. The Employer shall provide each teacher with a stable work environment. Each teacher will have a designated classroom or classrooms with access to adequate educational materials. If the employer changes any teacher's classroom assignment, the Employer must give sufficient notice where practicable, specifying the new location and granting the teacher time without student contact to make the move.

ARTICLE 9 - TEACHER ASSIGNMENTS

Section 1. Academic Licensure. New academic teachers hired by the Appointing Authority for a regular teaching assignment must have a Bachelor's degree from a college or university and be eligible to receive a teaching license from the Minnesota Department of Education's Licensing Division.

Section 2. Career Technical Credentialing. New career technical teachers hired by the Appointing Authority for a regular career technical teaching assignment must be eligible to receive a credential from the hiring agency.

ARTICLE 10 - PROFESSIONAL DEVELOPMENT

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, teachers 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 teacher's work assignment and the location of the in-service program. Expenses incurred by the teacher shall be reimbursed in accordance with Article 26, Expense Allowances.

Section 3. Teacher Initiated Training. At the discretion of the Appointing Authority, each teacher 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 teacher'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, a teacher 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

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

Section 2. Evaluator. Teachers 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 teacher's Position Description. A teacher's position description shall be reviewed and signed off once annually by each teacher. 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 teacher. The teacher's signature indicates that the teacher 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 Teacher's Personnel File. The teacher 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 teacher's performance is not grievable/arbitrable under Article 17. Pursuant to the Minnesota Management & Budget Administrative Procedure 20, a teacher 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 teacher's request, an Association Representative may be present during the appeal meeting(s).

ARTICLE 12 - PROBATIONARY PERIOD

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.

When transferring from one seniority unit to another within the same agency, the probationary period will be six (6) months or the remainder of the initial probationary period, whichever is longer. Probationary period for any transferring teacher may be waived in writing by the Appointing Authority at any time for any transferring teacher.

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 teacher 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 teacher, the teacher will be given permanent status.

Section 3. Grievance Procedure. Probationary teachers 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 teachers who are terminated shall not have access to the arbitration step of the Grievance Procedure set forth in Article 17.

ARTICLE 13 - VACANCIES

Section 1. Posting. Announcements of vacant or new positions which the Appointing Authority determines to fill shall be posted electronically or on each Local Association bulletin board for a minimum of seven (7) calendar days. When the seven (7) calendar day posting requirement would be met on a Saturday, Sunday, or holiday, the expiration date of the posting shall be the day following the weekend or holiday. The 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. A teacher 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, the SRSEA President, and to the local Association Representative. Electronic mail is acceptable.

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 teacher 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 teacher so long as the teacher'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. Teachers 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 teachers to positions within the same seniority unit and bargaining unit, provided however that the Appointing Authority may not assign a teacher to a vacancy for which a Seniority Unit layoff list exists containing the name(s) of a teacher(s) who is properly licensed or qualified where no licensure exists and has greater seniority than the teacher to be reassigned. Whenever possible, the Appointing Authority will give reasonable notice prior to the reassignment.

Prior to reassigning a teacher, 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 teacher.

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 teachers returning to work from a workers' compensation disability leave.

ARTICLE 14 - SENIORITY

Section 1. In General.

- A. Seniority shall be defined as the length of continuous service within the bargaining unit and Agency with the State of Minnesota since the last date of hire. Seniority shall be forfeited when a teacher 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 teacher is licensed as required by the State of Minnesota, and to all subject areas for which the teacher 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 teacher is or becomes licensed, or qualified/credentialed where no specific licensure exists.
- C. Teachers working less than full-time shall accrue seniority on a pro-rata basis. This shall be determined by multiplying the teacher's length of service at his/her current seniority unit and the teacher's full-time equivalence (FTE). The resulting number shall be the teacher'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, a teacher may submit to the Appointing Authority evidence of any licensure(s) or credential(s) obtained by that teacher.
- B. No later than November 30th of each year, the Appointing Authority shall post either electronically or on the teacher 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. A teacher'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) teachers 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 teacher'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. A teacher 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, a teacher 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

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

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

- A. For a full-time, unlimited teacher, 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 teacher, except for intermittents, which would place the teacher 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 teacher 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 teacher 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 teacher 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. A teacher notified of layoff may bump another, less senior teacher in the same seniority unit in the following order:
 1. If the teacher has seniority in other subject area(s), he/she may bump (displace) the least senior teacher with the same employment condition who is assigned to a subject area in which the bumping teacher has seniority. If this option is not available, then the teacher may proceed to #2.

2. If the teacher has seniority in the same or other subject area(s), he/she may bump (displace) the least senior teacher with a different employment condition who is assigned to a subject area in which the bumping teacher has seniority.
- F. A more senior teacher 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, a teacher under notice of permanent layoff may be granted transition leave under Article 18, Leaves of Absence, Section 4K.
 - H. A teacher who has been permanently laid off may be entitled to insurance under Article 22, Insurance, Section 3.D.1., Special Eligibility - Teachers on Layoff, and/or severance pay under Article 28, Severance Pay.

Section 3. Layoff List.

- A. **Seniority Unit Layoff List.** The name(s) of teacher(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 teacher was laid off. Teachers may also indicate in writing, on a document provided by the Appointing Authority, other employment conditions for which they are available. The teacher's name shall remain on the layoff list for a minimum of one (1) year, or for a period equal to the teacher's seniority up to a maximum of four (4) years.
- B. **Bargaining Unit Layoff List.** The name(s) of teacher(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 teacher's seniority up to a maximum of four (4) years.

When a teacher's name is placed on the Bargaining Unit Layoff List, the teacher shall indicate in writing the geographic location(s) for which he/she would accept recall. The teacher 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 teachers on the Seniority Unit Layoff List for that Seniority Unit, the teacher 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 teacher 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 teacher 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. Teachers shall be recalled only to the locations for which they indicated availability.
- C. No appointment of a new teacher shall be made while there is available on layoff a teacher who is properly licensed or, in areas where no licensure exists, qualified/credentialed to fill such a vacancy.
- D. A recalled teacher 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. A teacher shall be notified of recall by personal notice, certified mail (return receipt required), or email (teacher's email response required) sent to the teacher's last known address (or email address) at least fifteen (15) calendar days prior to the reporting date. An Appointing Authority shall notify a teacher by email only if the teacher has approved of this method of notice in writing. The teacher 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 teacher'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 a teacher is recalled, the teacher's name shall be removed from both layoff lists. In the event that a teacher is recalled to a Seniority Unit other than the one from which he/she was laid off, and the teacher does not successfully complete the probationary period, such teacher'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 teacher will result in removal from both layoff lists.
- C. A teacher shall be removed from both layoff lists upon the teacher's resignation, retirement or termination from State service.
- D. It shall be the teacher'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 teachers.

ARTICLE 16 - DISCIPLINE

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

Section 2. Disciplinary Action. Disciplinary action shall be imposed on teachers 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 a teacher for the purpose of questioning the teacher during an investigation that may lead to discipline without first offering the teacher an opportunity for Association representation. Any teacher 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 teacher shall be advised of the nature of the allegation(s) prior to questioning.
- C. **Reprimand.** If the Appointing Authority has reason to reprimand a teacher, it shall be done in such a manner that will not embarrass the teacher before other teachers, 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 teacher 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 teacher in writing of the specific reason(s) for such action.

Section 3. Investigative Meetings. In order that no unwarranted disciplinary action will be taken against a teacher, 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 a teacher(s) that could be sufficient cause for disciplinary action. Upon request of a teacher who is the subject of an investigation, the Appointing Authority shall inform the teacher whether the status of the investigation is active or is no longer active.

Section 4. Investigatory Leave. The Appointing Authority/designee may place a teacher 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 Teachers. The Appointing Authority shall not discharge a permanent, classified teacher without just cause. If the Appointing Authority believes there is just cause for discharge, the teacher and the Association shall be notified in writing that the teacher is to be discharged and shall be furnished with the reason(s) therefore, and the effective date of the discharge. The teacher 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 teacher after the notice of discharge is delivered to the teacher, unless the teacher and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The teacher shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. If the teacher was not in pay status at the time of the notice of discharge, the Appointing Authority shall pay the teacher for the time between the notice of discharge and the expiration of the meeting.

The Association, with the consent of the affected teacher, 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. A teacher 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. A teacher's personnel file shall contain only materials that are related to his/her employment.

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

Each teacher shall be promptly furnished with a copy of all evaluative and disciplinary entries into the permanent personnel file. A teacher 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 a teacher, a written reprimand shall be removed after eighteen (18) months and a written record of a suspension of ten (10) or fewer days after three (3) years from the teacher's permanent personnel file provided that no further disciplinary action has been taken.

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

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

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 teacher, group of teachers, 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 teacher 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, teachers entitled to wages during their necessary participation in a grievance proceeding are the grievant and another teacher 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 teacher 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 teachers 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 a teacher/former teacher pursues an appeal procedure under Minn. Stat. 197.46 (or other applicable Veterans' Preference law), the teacher/former teacher shall be precluded from making an appeal under the grievance procedure.

ARTICLE 18 - LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a leave of absence shall be submitted in writing by the teacher to the teacher'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 teacher 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 a teacher's official duty, which shall include any necessary travel time. However, a teacher shall not be granted leave with pay for a teacher 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 teacher's regular base rate of pay. Teachers 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 teacher is impaneled for actual service or is required by the court to be present for potential service. During any other time, the teacher shall report to work.
- D. **Voting Time Leave.** Any teacher who is eligible to vote in any statewide primary, Presidential primary, general election or at any election to fill a vacancy in the office of a representative in Congress, or in the office of state senator or state representative may absent himself/herself from work for the purpose of voting during the election day provided the teacher has made prior arrangements for such absence with his/her immediate supervisor.
- E. **Sabbatical Leave.** The purpose of sabbatical leaves is to give teachers 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 teacher has served on a full-time basis for six (6) or more consecutive academic years.
 - 2. The teacher 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 teacher 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 teacher 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 teacher 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.

Teachers on sabbatical leave shall receive one-half of their salary. Teachers 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 teacher's salary schedule income shall be reimbursed to the Appointing Authority.

Time spent on sabbatical leave shall be treated as continuous state service. The teacher 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 teacher shall be granted a reasonable period of sick leave in the event of death of the teacher's spouse, or the death of the teacher's or teacher'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 teacher's services are needed. Additionally, it is agreed that the Employer is not liable for workers' compensation claims arising out of the activities of teachers using leave under this provision. Teachers 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 teachers 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, a teacher 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 teachers 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, a teacher may be placed on paid administrative leave for up to thirty (30) calendar days when the teacher has been involved in a critical incident or when his/her continued presence in the workplace poses a risk to the teacher or the organization. The Local Association will be provided with notification at the time the teacher 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 teacher on the leave. It is the Appointing Authority's policy to return a teacher 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 a teacher 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 teacher 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 a teacher's request, a teacher 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 teacher to accept a position in the unclassified service of the State of Minnesota.
- C. **Medical Leave.**
1. **Teacher 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 teacher 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 teachers, 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. A teacher returning from teacher-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 teacher 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 teacher 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 teacher 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 teacher to a private medical practitioner of the Appointing Authority's choosing. This evaluation shall be at no cost to the teacher.
- d. A teacher 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 a teacher's personnel file to the practitioner's medical conclusion as to whether that teacher 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 a teacher's fitness to perform his/her job, where a medical examination has been conducted, the Association agrees that the teacher 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. Teachers 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. Teachers granted such leave shall not be permitted to bump an existing teacher. If a teacher has been on this leave for six (6) months, at the request of the teacher or the Association, the Appointing Authority shall reorient the teacher to his/her job.

All teachers 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 teacher 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 teacher 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 teachers 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 teacher and the Appointing Authority.

Teachers 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 teacher 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 teachers who request same. The leave shall commence on the date requested by the teacher 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 teacher and the Appointing Authority. Teachers returning from an adoption leave shall be reinstated to their

original job or to a position of like status, pay, and seniority. Returning teachers 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 teacher 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 teachers who are officially appointed full time representatives of the Association. The Appointing Authority may request the Association to confirm the teacher'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 teacher 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 teacher, 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 a teacher 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, a teacher may return to employment before the expiration date of an extended leave provided that the teacher 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 teacher requesting confirmation that the teacher plans to return from leave as scheduled. If the teacher 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.

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

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

For insurance purposes, a teacher on an extended leave pursuant to this section, may continue participation in the group insurance plan found in Article 22, provided that the teacher 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 teacher and the Association, specifying a reasonable date of termination of the leave.

Section 7. Reinstatement from Leave of Absence. A teacher 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, a teacher 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 a teacher 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 a teacher 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

Section 1. General Conditions.

A. Accruals. Teachers 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 a teacher'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 teachers on military leave or if the leave is FMLA qualifying. Additionally, the Length of Service requirement shall only include a teacher'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:

A teacher 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 while working under a teacher or school administrator contract 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.

A teacher 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 teachers 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.

- B. **Crediting and Use of Vacation Upon Entry.** Upon entry to State service, an eligible teacher shall be credited with up to forty (40) hours of vacation leave. Such credit shall be reduced proportionately as vacation leave is accumulated. Vacation hours credited upon entry to State service but not offset by accumulated vacation prior to separation from State service shall not be eligible for liquidation. If a current teacher in State service is appointed to a SRSEA position and that teacher has his/her accumulated vacation leave hours transferred, the teacher shall not be credited with additional vacation leave hours.

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

A teacher 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.

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

Teachers 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 teacher returns from military leave.

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

If it becomes necessary to limit the number of teachers 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. Teachers 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 teachers who had submitted their requests prior to the four (4) week deadline. Any teacher 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 teachers from requesting and being granted vacation periods of one (1) day or less.

Section 3. Vacation Usage.

- A. In the case of teachers who work a scheduled academic year that is less than a full calendar year, vacation accruals shall be used by the teacher during official school breaks. With the approval of the Appointing Authority, vacation days may be scheduled for the aforementioned teachers 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 teacher.

- B. If a teacher 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 teacher's Appointing Authority and provided the vacation leave is applicable to scheduled hours of work.
- C. Except for teachers who separate from State service prior to the completion of six (6) months of continuous service, a teacher 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 teacher's credit up to a maximum of two hundred sixty (260) hours.
- D. A teacher 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 teacher 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

Section 1. Sick Leave Accrual. Teachers 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.

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

Teachers 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 teacher 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 teacher's credit.

Section 3. Sick Leave Use. Any teacher, 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 teacher's current sick leave accumulation, for absences necessitated by the following reasons:

A. **Teacher.**

1. Illness or medical disabilities including the period of time that a doctor certifies a female teacher 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 teachers or the public.

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

1. Illness of a spouse, dependent child, wards, parent or spouse's parent living in the household of the teacher;
2. Illness of a minor child whether or not the child lives in the household of the teacher;
3. Illness of a spouse, wards, parent or spouse's parent not living in the same household.

4. With prior notice, a teacher may use sick leave to accompany a parent to a medical and/or dental appointment. The parent does not need to live in the teacher's household.

See also Appendix, Letter of August 15, 2014, regarding teacher usage of accrued sick leave for the illness and injury of certain family members.

- 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, teachers must submit their request for sick leave to their immediate supervisor in advance of the absence. When a teacher 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.

Teachers 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 a teacher 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 teacher 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

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

Section 2. Designated Holidays. Teachers 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
*Martin Luther King Jr. Day
*President's Day
*Memorial Day
Independence Day
*Labor Day
*Veteran's Day
Thanksgiving Day
*Day After Thanksgiving
Christmas Day
One Floating Holiday

Teachers shall receive one (1) floating holiday each fiscal year of this Agreement. The teacher must request the floating holiday at least fourteen (14) calendar days in advance. The Appointing Authority may limit the number of teachers 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 teacher 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 teacher has sufficient accumulated vacation leave or, by mutual consent, is able to make the time up. Teachers shall notify the Appointing Authority at least five (5) working days prior to the leave.

ARTICLE 22 - INSURANCE

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

All insurance eligible teachers 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 teachers 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. **Teachers - Basic Eligibility.** Teachers 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 classified, or intermittent teachers; (2) student workers; and (3) interns.

A teacher 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. **Teachers - Special Eligibility.** The following teachers are also eligible to participate in the Group Insurance Program:

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

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

3. **Separated Teachers Under M.S. 43A.27.** Pursuant to M.S. 43A.27, Subdivision 3a(1), A teacher who separates from State service and who, at the time of separation has five (5) or more years of allowable pension service and is entitled to immediately receive an annuity under a State retirement program and, who is not eligible for regular (non-disability) Medicare coverage, 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 teacher 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 teacher (if legally married under Minnesota law). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) 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.

Effective January 1, 2015 if both spouses work for the State or another organization participating in the State's Group Insurance Program, a spouse may be covered as a dependent by the other.

2. **Children.**

- a. **Health and Dental Coverage:** A dependent child is an eligible teacher's child to age twenty-six (26).
- b. **Dependent Child:** A "dependent child" includes a teacher's (1) biological child, (2) child legally adopted by or placed for adoption with the teacher, (3) step-child, and (4) foster child who has been placed with the teacher by an authorized placement agency or by a judgment, decree, or other court order. For a step-child to be considered a dependent child, the teacher must be legally married to the child's legal parent or legal guardian. A teacher (or the teacher's spouse or jointly) must have permanent, full and sole legal and physical custody of the foster child.
- c. **Coverage Under Only One Plan:** For purposes of (a) and (b) above, if the teacher's adult child (age 18 to 26) works for the State or another organization participating in the State's Group Insurance Program, the child may not be covered as a dependent by the teacher unless the child is not eligible for a full Employer Contribution as defined in Section 3A.

Effective January 1, 2015 for purposes of (a) and (b) above, if the teacher's adult child (age 18 to 26) works for the State or another organization participating in the State's Group Insurance Program, the child may be covered as a dependent by the teacher.

3. **Grandchildren.** A dependent grandchild is an eligible teacher's unmarried dependent grandchild who:

- a. Is financially dependent upon the teacher for principal support and maintenance and has resided with the teacher continuously from birth, or
- b. Resides with the teacher and is dependent upon the teacher for principal support and maintenance and is the child of the teacher's unmarried child (the parent) to age nineteen (19).

If a grandchild is legally adopted or placed in the legal custody of the grandparent, they are covered as a dependent child under Section 2C (2) and (4).

4. **Disabled Child**. A disabled dependent child is an eligible teacher's child or grandchild regardless of marital status, who was covered and then disabled prior to the limiting age or any other limiting term required for dependent coverage and who continues to be incapable of self-sustaining employment by reason of developmental disability, mental illness or disorder, or physical disability, and is chiefly dependent upon the teacher for support and maintenance, provided proof of such incapacity and dependency must be furnished to the health carrier by the teacher or enrollee within thirty one (31) days of the child's attainment of the limiting age or any other limiting term required for dependent coverage. The disabled dependent is eligible to continue coverage as long as s/he continues to be disabled and dependent, unless coverage terminates under the contract.
 5. **Qualified Medical Child Support Order**. A child who would otherwise meet the eligibility requirements and is required to be covered by a Qualified Medical Child Support Order (QMCSO) is considered an eligible dependent.
 6. **Child Coverage Limited to Coverage Under One Teacher**. 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 the eligible dependent children or grandchildren. This restriction also applies to two divorced, legally separated, or unmarried teachers who share legal responsibility for their eligible dependent children or grandchildren.
- D. **Continuation Coverage**. Consistent with state and federal laws, certain teachers, former teachers, 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 teacher;
 - f. divorce or legal separation; or
 - g. a covered teacher's 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**. Teachers covered by this Agreement who are scheduled to work at least seventy-five (75) percent of the time are eligible for the full Employer Contribution. This means:
1. Teachers who are scheduled to work at least eighty (80) hours per pay period for a period of nine (9) months or more in any twelve (12) consecutive months.
 2. Teachers who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal teachers serving on less than a seventy-five (75) percent basis.
 3. Teachers 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 Teachers.** Effective July 13, 1994, teachers 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. This means:
 - a. Teachers who hold part-time appointments or seasonal employees and who are scheduled to work at least forty (40) hours but less than sixty (60) hours per pay period for twelve (12) consecutive months.
 - b. Teachers who hold part-time appointments and who are scheduled to work at least one thousand forty four (1044) hours over a period of any twelve (12) consecutive months.
 2. **Part-time Teachers - Academic Year.** Effective July 13, 1994, teachers 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. This means:
 - a. Teachers who hold part-time appointments and who are scheduled to work at least forty (40) hours but less than sixty (60) hours per pay period for twelve (12) consecutive months.
 - b. Teachers who hold part-time appointments and who are scheduled to work at least one thousand forty four (1044) hours over a period of any twelve (12) consecutive months.
- C. **Participation Eligibility - No Employer Contribution.** Part-time teachers 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 teachers 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 teachers also receive an Employer Contribution:
1. **Teachers on Layoff.** A classified teacher who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been permanently 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.

Permanent Layoff. The calculation in determining the six (6) month duration of eligibility for an employer contribution begins on the date the teacher is permanently laid off or accepts an appointment in lieu of layoff without a break in service with a lesser employer-paid insurance contribution than the teacher was receiving in the appointment from which the layoff occurred and is no longer actively employed in the appointment from which the layoff occurred.

In the event the teacher, while on permanent layoff, is rehired to any state job classification with a lesser employer-paid insurance contribution than the teacher is receiving under the six (6) months of insurance continuation, the teacher shall continue to receive the employer contribution toward the employer-paid insurance for the duration of the six (6) months.

However, notwithstanding the paragraph above, in the event the teacher 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 teacher is non-certified or otherwise involuntarily separated and is no longer actively employed by the Employer.

In no event shall an extended benefit eligibility period be longer than a total of six (6) months. Further, a teacher must be receiving an Employer Contribution under Section 3 (A) or (B) at the time of layoff in order to be eligible for the six (6) months continuation of insurance.

2. **Work-related Injury/Disability.** A teacher who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such a teacher receives workers' compensation payments. If such teacher 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, Corrections Early Retirement Incentive.

E. Maintaining Eligibility for Employer Contribution.

1. **General.** A teacher who receives a full or partial Employer Contribution maintains that eligibility as long as the teacher 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 teachers 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 a teacher 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 teacher on a State payroll for one (1) working day per pay period.
3. **School Year Employment.** If a teacher 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 teacher shall nonetheless remain eligible for an Employer Contribution, provided that the teacher appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
4. **Special Leaves.** A teacher 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 teachers 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, 2016. The Employer Contribution amounts and rules in effect on June 30, 2015 will continue through December 31, 2015.

A. Contribution Formula - Health Coverage.

1. **Teacher Coverage.** Beginning on January 1, 2015, for teacher health coverage, the Employer contributes an amount equal to ninety-five percent (95%) of the teacher-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage for the 2016 and 2017 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. **Teacher Coverage.** For teacher dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the teacher premium of the State Dental Plan, or the actual teacher premium of the dental plan chosen by the teacher. However, for calendar years beginning January 1, 2016, and January 1, 2017, the minimum teacher 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 teacher.

- C. **Contribution Formula - Basic Life Coverage.** For teacher 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 Teachers.** All teachers 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 teachers will automatically be enrolled in basic life coverage. If teachers 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 teacher's residence at the beginning of the insurance year. If a teacher does not choose a health plan administrator and primary care clinic by their initial effective date, but was previously covered as a dependent immediately prior to their initial effective date, they will be defaulted to the plan administrator and primary care clinic in which they were previously enrolled.
2. **Eligibility Changes.** Teachers who become eligible for a full employer contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If teachers 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 teacher's residence at the beginning of the insurance year.

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

A teacher may change his/her health or dental plan if the teacher changes to a new permanent work or residence location, and the teacher's current plan is no longer available. If the teacher has family coverage and if the new residence location is outside the current plan's service area, the teacher 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. A teacher who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period. A teacher 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, a teacher may elect to change health or dental coverage (including adding or canceling coverage) and any applicable teacher contributions in the following situations (as long as allowed under the applicable provisions, regulations, and rules of the federal and state law in effect at the beginning of the plan year).

The request to change coverage must be consistent with a change in status that qualifies as a life event, and does not include changing health or dental plans, which may only be done under the terms of Section 5A above. Any election to add coverage must be made within thirty (30) days following the event, and any election to cancel coverage must be made within sixty (60) days following the event. (A teacher and a retired teacher 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 teachers 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 teacher, or the teacher'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 teacher, the teacher'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 or otherwise no longer meets the eligibility requirements under Section 2C.
- e. A change in the place of residence of the teacher, 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 Teacher Coverage.** A part-time teacher may also cancel teacher 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 teacher or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible teacher 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 (35th) day following the teacher's first day of employment, re-hire, or reinstatement with the State. The initial effective date of coverage for a teacher whose eligibility has changed is the date of the change. A teacher must be actively at work on the initial effective date of coverage, except that a teacher who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a teacher's dependent's coverage become effective before the teacher's coverage.

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

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

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

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

- c. **Optional Life and Disability Coverages.** In order for coverage to become effective, the teacher 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 teacher'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 teachers 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 teachers at least fourteen (14) days prior to the start of the open enrollment period.
 2. **Eligibility to Participate.** A teacher 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 teacher 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 teachers; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active teachers, but may not add dependent coverage.
 3. **Materials for Teacher Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible teachers the information necessary to make open enrollment selections. Teachers will be provided a statement of their current coverage each year of the contract.
- E. **Coverage Selection Prior to Retirement.** A teacher 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 teacher 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. **Teacher 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, 2015 through December 31, 2015, health coverage under the SEGIP will continue at the level in effect on June 30, 2015. Effective January 1, 2016, 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.** Teachers 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 teacher.

- 1) **Plan Administrator.** Teachers 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 teacher.

- 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. Teachers and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Teachers 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.** Teachers 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 teacher. Teachers 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 2016 and 2017.**

<u>2016 and 2017 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)	\$150/\$300	\$250/\$500	\$550/\$1,100	\$1,250/\$2,500
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) \$25 2) \$30	1) \$30 2) \$35	1) \$60 2) \$65	1) \$80 2) \$85
In-Network Convenience Clinics and Online Care (deductible waived)	\$10	\$10	\$10	\$10

<u>2016 and 2017 Benefit Provision</u>	<u>Benefit Level 1</u> <u>The member pays:</u>	<u>Benefit Level 2</u> <u>The member pays:</u>	<u>Benefit Level 3</u> <u>The member pays:</u>	<u>Benefit Level 4</u> <u>The member pays:</u>
Emergency room copay	\$100	\$100	\$100	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays <ul style="list-style-type: none"> Per inpatient admission (waived for admission to Center of Excellence) Per outpatient surgery 	\$100 \$60	\$200 \$120	\$500 \$250	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%	10%	20%	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)	20% (80% 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: \$14 Tier 2: \$25 Tier 3: \$50	Tier 1: \$14 Tier 2: \$25 Tier 3: \$50	Tier 1: \$14 Tier 2: \$25 Tier 3: \$50	Tier 1: \$14 Tier 2: \$25 Tier 3: \$50
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)	\$1,200/\$2,400	\$1,200/\$2,400	\$1,600/\$3,200	\$2,600/\$5,200

- b. **Office Visit Copayments.** In each year of the Agreement, the level of the office visit copayment applicable to a teacher and dependents is based upon whether the teacher 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 the first and second year of the contract:

Tier 1 copayment: Fourteen dollar (\$14) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: Twenty-five dollar (\$25) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: Fifty dollar (\$50) 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 teachers 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 teacher’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 teachers 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.

In the first and second years of the contract, coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand two hundred dollars (\$1,200) per person or two thousand four hundred dollars (\$2,400) per family for members whose primary care clinic is in Cost Level 1 or Cost Level 2; one thousand six hundred dollars (\$1,600) per person or three thousand two hundred dollars (\$3,200) per family for members whose primary care clinic is in Cost Level 3; and two thousand six hundred dollars (\$2,600) per person or five thousand two hundred dollars (\$5,200) per family for members whose primary care clinic is in Cost Level 4.

k. **In-Network Convenience Clinics and Online Care.** Services received at in-network convenience clinics and online care are subject to a ten dollar (\$10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic and online care 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 2017 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 2017 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 2016 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

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

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

4. **Coordination with Workers' Compensation.** When a teacher 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 teacher'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 teachers 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 teachers.

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 teachers and their dependents.

c. **Teacher 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. Teachers are eligible for release time, tuition reimbursement, or a pro rata combination of both. Teachers may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Teachers 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 teachers 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.** Teachers who separate on or after January 1, 2008 from State service and who, at the time of separation are insurance eligible and entitled to immediately receive an annuity under a State retirement program, shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan. Teachers who have a HCSP waiver on file shall receive a two hundred fifty dollars (\$250) cash payment. If the teacher separates due to death, the two hundred fifty dollars (\$250) is paid in cash, not to the HCSP. A teacher 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. Teachers are eligible for this benefit only once.

B. **Teacher 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 teachers eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. A teacher 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.

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

2. **Extended Benefits.** A teacher who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Teachers 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. Teacher and Family Dental Coverage.

1. **Coverage Options.** Eligible teachers 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, 2016, 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.

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50% after deductible
Fillings	80% after deductible	50% after deductible
Endodontics	80% after deductible	50% after deductible
Periodontics	80% after deductible	50% after deductible
Oral Surgery	80% after deductible	50% after deductible
Crowns	80% 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 five hundred dollar (\$1,500) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- d. **Orthodontia lifetime maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

B. Life Coverage.

1. **Teacher.** A teacher 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 teacher may purchase up to two (2) times annual salary in optional teacher life coverage by their initial effective date of coverage as defined in this Article, Section 5C. A teacher who becomes eligible for insurance may purchase up to two (2) times annual salary in optional teacher life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
2. **Spouse.** A teacher 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 teacher may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. A teacher who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.
3. **Children/Grandchildren.** A teacher 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 2A2 and 2A3 of this Article). For a new teacher, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section 5C. A teacher 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 teacher, spouse or same sex domestic partner and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
5. **Waiver of Premium.** In the event a teacher becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the teacher had at the time of disability.
6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a teacher who has carried optional teacher life insurance for the five (5) consecutive years immediately preceding the date of the teacher'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 teacher life insurance in force during that five (5) year period. The teacher's post-retirement death benefit shall be effective as of the date of the teacher's retirement or the teacher age sixty-five (65), whichever is later. Teachers who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional teacher life insurance to age sixty-five (65) in order to remain eligible for the teacher post-retirement death benefit.

A teacher who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the teacher'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 teacher's retirement or spouse age sixty-five (65), whichever is later. The teacher must continue the full amount of optional spouse life insurance to the date of the teacher's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

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

C. **Disability Coverage.**

1. **Short-term Disability Coverage.** A teacher may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to five thousand dollars (\$5,000) per month, up to two-thirds (2/3) of a teacher'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 teacher, coverage applied for by the initial effective date of coverage as defined in this Article, Section 5C does not require evidence of insurability. For a teacher 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 teachers may enroll in long-term disability insurance by their initial effective date of coverage. Teachers 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 teachers who wish to add/increase during the annual open enrollment. During open enrollment only, a teacher 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 teacher'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. Teachers 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 teacher becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

D. **Accidental Death and Dismemberment Coverage.** A teacher may purchase accidental death and dismemberment coverage that provides principal sum benefits in amounts ranging from five thousand dollars (\$5,000) to one hundred thousand dollars (\$100,000). Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. A teacher 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 teacher.

E. **Continuation of Optional Coverages During Unpaid Leave or Layoff.** A teacher 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 teacher returns within one (1) year, the teacher 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 - CORRECTIONS EARLY RETIREMENT INCENTIVE

Section 1. Eligibility for Employer Contribution.

- A. **Correctional Pre-Fifty-Five Early Retirement Incentive.** Any teacher who attains the age of fifty (50) and who is covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) 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.

Teachers shall be provided with health and dental insurance to which the teacher was entitled at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent Agreement. Teachers shall continue to receive an Employer contribution as set forth below until the teacher 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 teacher at the time of his/her retirement, divided by the number of months until the teacher attains the age of sixty-five (65) times the percentage calculated as follows:

1. Teachers will accrue ten percent (10%) credit for each twelve (12) months the teacher is in active payroll status in a position that is covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) and in which the teacher and Employer made the statutorily required contributions to the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911). If a teacher has six (6) or more months of active payroll status during a twelve (12) month period, then the teacher shall be credited with the full ten percent (10%) for that period. If the teacher has less than six (6) months of active payroll status during a twelve (12) month period, then the teacher 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 eligible teacher shall pay the remaining monthly portion.

- B. **Correctional Post-Fifty-Five Early Retirement Incentive.** A teacher who is covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) who retires during the pay period in which his/her fifty-fifth (55th) birthday occurs or any time thereafter until the teacher attains the age of sixty-five (65) shall be entitled to receive the Employer Contribution to insurance in accordance with the following provisions:

1. Teachers will accrue ten percent (10%) credit for each twelve (12) months the teacher is in active payroll status in a position that is covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) and in which the teacher and Employer made the statutorily required contributions to the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911). If a teacher has six (6) or more months of active payroll status during a twelve (12) month period, then the teacher shall be credited with the full ten percent (10%) for that period. If the teacher has less than six (6) months of active payroll status during a twelve (12) month period, then the teacher 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 teacher 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 (M.S. §§352.91 and 352.911), the appropriate percentage times the monthly Employer contribution for health and dental insurance applicable to that teacher at the time of his/her retirement is the monthly amount paid by the Employer until the teacher reaches age sixty-five (65). The eligible teacher shall pay the remaining monthly portion; or
 - b. If the teacher has received one-hundred percent (100%) credit for time spent in active payroll status in a position covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911), the Employer shall pay the full Employer contribution for health and dental insurance, as specified in Article 22 – Insurance, until the teacher reaches age sixty-five (65).

Section 2. Conditions for the Pre-Fifty-Five Early Retirement Incentive and Post-Fifty-Five Early Retirement Incentive.

- A. The teacher must be in a position covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) at the time of retirement, except as provided in B below.
- B. Teachers remain eligible for the Pre-Fifty-Five Early Retirement Incentive and the Post-Fifty-Five Early Retirement Incentive if, as the result of a workers' compensation injury, they must move from a position covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911) to a state position covered by any other State Retirement Plan. Such teachers 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 teacher was employed by the State in a position covered by the Correctional Employees Retirement Plan (M.S. §§352.91 and 352.911).
- D. The teacher must be receiving an Employer contribution for health and dental coverage at the time of retirement.
- E. A teacher 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 teacher shall not subsequently be eligible for an Employer contribution for dependent coverage except when the dependent is the teacher'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 teacher completing all required forms and continuing to pay any required premium.

ARTICLE 24 - INJURED ON DUTY

Section 1. Hazardous Occupation Injuries. The parties recognize that teachers working with residents of the State's institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, a teacher 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 teacher's regular rate of pay and benefits paid under the workers' compensation, without deduction from the teacher's accrued sick leave. Such compensation shall not exceed an amount equal to two-hundred and forty (240) times the teacher's regular hourly rate of pay per disabling injury.

Section 2. Other Job Related Injuries. A teacher 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 teacher'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 teacher.

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

A teacher 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 teachers so injured shall not commence until the first scheduled work day following the injury.

ARTICLE 25 - SALARIES

Section 1. Salary Schedule. The salary schedule set forth in Appendix C-1 is effective July 1, 2015 through June 30, 2016. The salary schedule set forth in Appendix C-2 is effective July 1, 2016 through June 30, 2017.

Section 2. Conversion. Effective July 1, 2015, all teachers shall be assigned to the same relative step within the salary range for their respective lanes as specified in Appendix C-1, except as set forth below.

Teachers who are paid at a rate which exceeds the maximum rate established for their lane prior to implementation of this Agreement, but whose rate falls within the new range for their lane, shall be assigned to the maximum of the new range.

In the event the July 1, 2015 maximum rate set forth in Appendix C-1 is equal to or less than the teacher's salary as of June 30, 2015, no adjustment shall be made, but teachers assigned to these lanes shall suffer no reduction in pay.

Section 3. First Year Wage Adjustment. Effective July 1, 2015, all salary ranges and rates shall be increased by two and one-half percent (2.5%) rounded to the nearest cent. Teachers shall convert to the new salary schedule as provided in Section 2.

Section 4. Second Year Wage Adjustment. Effective July 1, 2016, all salary ranges and rates shall be increased by two and one-half percent (2.5%), rounded to the nearest cent.

Effective July 1, 2016, all teachers shall receive this increase including those teachers whose rates of pay exceed the maximum rate for their lane.

Section 5. Shift Differential. The shift differential for teachers 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 teacher's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Section 6. Step Progression. Annual step increases shall be awarded beginning with the payroll period nearest the teacher's anniversary date contingent upon satisfactory service as determined by the Performance Review, Article 11. A teacher 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 7. 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 teacher.

When requesting a lane change, the teacher 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 a teacher's request for a lane change and, when such request is denied, to inform the teacher, on the lane change request form, the reason(s) for such denial. The form for lane change requests is found in Appendix E.

Section 8. 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 teacher 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 a teacher's request for credit approval and, when such request is denied, to inform the teacher, 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 9. 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 Career Technical Instructor's credential.
- C. Lane 2A: A BA or BS degree and a valid Minnesota Teacher's License.
- D. Lane 2V: A valid Minnesota Career Technical 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 Career Technical 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 Career Technical 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 Career Technical 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 Career Technical 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 teacher is hired to teach. Advanced degree credits outside the teacher'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 10. Valid License. Teachers are responsible for maintaining a valid Minnesota Teacher's License, or, in the case of Career Technical Instructors, a valid career technical instructor's credential, on file with the Appointing Authority. If this provision is not met, the teacher'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 11. Step Placement. A teacher shall be granted a step placement credit for each year of prior teaching or related experience up to the sixth step. Additionally, a career technical 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 12. Health and Dental Premium Accounts. The Employer agrees to provide insurance eligible teachers with the option to pay for the teacher portion of health and dental premiums on a pre-tax basis as permitted by law or regulation.

Section 13. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible teachers 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 the maximum amount of salary reduction contributions allowed per calendar year under Section 125 of the Internal Revenue code or other applicable federal law.

Section 14. Dependent Care Expense Account. The Employer agrees to provide insurance eligible teachers 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 15. Health Care Savings Plan. The Employer agrees to provide all teachers 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 teacher covered by this Agreement in January of each fiscal year of the Agreement.

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

Section 16. 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 17. Deferred Compensation. The Employer agrees to provide teachers 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 teacher's contribution on a dollar-for-dollar basis not to exceed one hundred dollars (\$100.00) per teacher in each fiscal year of the Agreement.

ARTICLE 26 - EXPENSE ALLOWANCES

Section 1. General. The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. Teachers 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 a teacher is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the teacher 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 teacher, 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 a teacher to use the State car to conduct authorized State business. Deviations from the most direct route, such as vicinity driving or departure from the teacher's residence, shall be shown separately on the teacher's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A teacher shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

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

Teachers 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).

Teachers 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 a teacher is required to use commercial transportation (air, taxi, rental car, etc.) in connection with authorized business of an Appointing Authority, the teacher 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. Teachers 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 temporary or permanent work station, up to the maximums stated in Section 5 of this Article. Teachers 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. Teachers assigned to be in travel status between the teacher'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 teacher is on assignment away from his/her temporary or permanent work station in a travel status overnight.

B. **Noon Meal.**

Lunch reimbursement may be claimed only if the teacher 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 teacher is away from his/her temporary or permanent work 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	\$ 9.00
Lunch	\$11.00
Dinner	\$16.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$11.00
Lunch	\$13.00
Dinner	\$20.00

The metropolitan areas are:

Atlanta	Baltimore
Boston	Chicago
Cleveland	Dallas/Fort Worth
Denver	Detroit
Hartford	Houston
Kansas City, KS	Kansas City, MO
Los Angeles	Miami
New Orleans	New York City
Philadelphia	Portland
San Diego	St. Louis
San Francisco	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 teacher is attending. However, if the teacher has special dietary needs that cannot be met by the conference, workshop or function, the teacher 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 teacher 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 teacher makes such a request a reasonable period of time in advance of the travel date. Teachers may request a State issued credit card. If the teachers receive the card, the Appointing Authority and the teacher 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 teacher in the bargaining unit for the membership dues paid to one (1) professional organization related to the teacher'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 a teacher for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of teachers with the Employer.

Section 9. Teacher Initiated Training Reimbursement. At the discretion of the Appointing Authority, a teacher who participates in teacher 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

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

When a teacher 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.

Teachers 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.

A teacher who is transferred or reassigned at such teacher's request when the transfer or reassignment is for the teacher'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 teacher'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 teachers who currently commute thirty-five (35) miles or more to their work location unless the teacher is transferred or reassigned to a new work location which is thirty-five (35) miles or more from the teacher'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. Teachers must have received prior authorization from their Appointing Authority before incurring any expenses authorized by this Article.

- A. **Travel Status.** A teacher 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 teacher 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 teacher'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. Teachers shall not receive mileage reimbursement for daily commuting to work from the temporary residence.
- B. **Temporary Living Expenses.** A teacher 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 teacher compared to reimbursement for restaurant meals.
- C. **Realtor's Fees.** Realtor's fees for the sale of the teacher'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 teacher's household goods. The teacher 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 teacher's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the teacher's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- E. **Documented Miscellaneous Expenses.** The teacher 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 teacher'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 teacher'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 teacher's household goods or personal effects as a result of such a transfer.

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

ARTICLE 28 - SEVERANCE PAY

Section 1. Severance Pay.

A. **Eligibility.** All teachers 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. Teachers 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. Teachers who separate from State service for reasons other than discharge after ten (10) years of continuous State service and who are immediately entitled, at the time of separation, 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 teachers 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 teacher's regular rate of pay at the time of separation and shall be forty percent (40%) of the teacher's accumulated but unused sick leave.

Effective the date this contract is approved by the Legislature, teachers who are eligible to receive severance pay will have one hundred percent (100%) of their severance pay placed into the teacher's Post-Retirement Health Care Savings Plan account established by Article 25, Section 14.

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

Section 3. Reappointment. Teachers 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.

Teachers 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 teachers returning to state service shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the teacher's credit at the time the teacher was reappointed and the amount of accumulated but unused sick leave at the time of the teacher'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 teacher 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 teacher's estate.

ARTICLE 29 - WORK RULES

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

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 teachers; 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 teachers; to transfer teachers; to schedule working hours; to evaluate teachers; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve teachers 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

Section 1. General. It shall be the policy of the Appointing Authority to provide for the safety of its teachers by providing safe working conditions, safe work areas and safe work methods. In the application of this policy, the Appointing Authority shall provide the teacher 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 teacher 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. Teachers 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 teacher, 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 teachers 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 teacher's immediate supervisor and any necessary medical attention shall be arranged immediately. The Appointing Authority shall provide assistance to teachers in filling out any necessary Workers' Compensation forms, when requested.

ARTICLE 32 - STRIKES AND LOCK-OUTS

Section 1. Lock-Outs. No lock-out of a teacher or group of teachers 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 teacher who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

ARTICLE 33 - EMPLOYEE MOBILITY

Teachers 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

Section 1. Voluntary Reduction in Hours. The Appointing Authority may allow a teacher 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 teachers in a work unit on unpaid leave at the same time, leave shall be granted on the basis of state seniority.

Section 2. Benefits. Teachers 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 teacher 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

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

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

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, 2017. This Agreement shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other, in writing, no later than January 1st of odd 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 14th day of January, 2016.

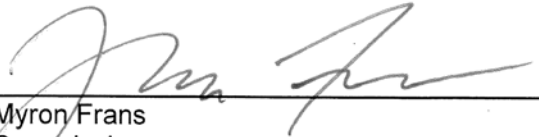
FOR THE ASSOCIATION



Chad Schmidt
President, SRSEA

Beth Anderson
Education Minnesota Representative

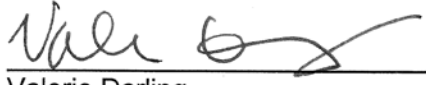
FOR THE EMPLOYER



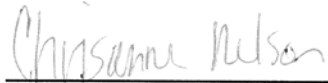
Myron Frans
Commissioner
Minnesota Management & Budget



Marcy Cordes
Assistant Commissioner
Minnesota Management & Budget



Valerie Darling
Labor Relations Consultant 4
Minnesota Management & Budget



Chrisanne Nelson
Labor Relations Consultant 2
Minnesota Management & Budget

APPENDIX A - VACATION

Eligible teachers 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 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	¾	1	1¼	1½	1½	1¾	1¾
At least 19½, but less than 29½	1	1¼	1¾	2	2	2¼	2¼
At least 29½, but less than 39½	1½	2	2¾	3	3	3¼	3½
At least 39½, but less than 49½	2	2½	3½	3¾	4	4¼	4½
At least 49½, but less than 59½	2½	3¼	4½	4¾	5	5½	5¾
At least 59½, but less than 69½	3	3¾	5¼	5¾	6	6½	6¾
At least 69½, but less than 79½	3½	4½	6¼	6¾	7	7½	8
At least 79½	4	5	7	7½	8	8½	9

APPENDIX B - SICK LEAVE

Eligible teachers 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 9½	0
At least 9½, but less than 19½	¾
At least 19½, but less than 29½	1
At least 29½, but less than 39½	1½
At least 39½, but less than 49½	2
At least 49½, but less than 59½	2½
At least 59½, but less than 69½	3
At least 69½, but less than 79½	3½
At least 79½	4

APPENDIX B-1 - HOLIDAYS

Eligible teachers who normally work less than seventy-two (72) hours per pay period and eligible intermittent teachers 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-1
SRSEA SALARY SCHEDULE
Effective 7/1/2015 – 6/30/2016**

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
1A	1J	Less than BA/BS or without a valid Minnesota Teacher's license.	15.93	16.41	16.87	17.33	17.81	18.33	18.81	19.28	19.69	20.17	
1V	1J	Without a valid Minnesota Career Technical Instructor's credential.											
2A	2J	BA/BS plus a valid Minnesota Teacher's license.	21.67	22.74	23.77	24.76	25.81	26.83	27.87	28.89	29.93	30.90	
2V	2J	Valid Minnesota Career Technical Instructor's credential.											
3A	3J	BA/BS and 10 additional credits plus a valid Minnesota Teacher's license.	23.26	24.27	25.28	26.33	27.35	28.34	29.38	30.41	31.42	32.48	
3V	3J	Five-year Career Technical Instructor's credential.											
4A	4J	BA/BS and 20 additional credits plus a valid Minnesota Teacher's license.	24.77	25.81	26.84	27.85	28.87	29.93	30.90	31.96	32.98	33.97	
4V	4J	Five-year Career Technical Instructor's credential plus 10 additional credits.											
5A	5J	BA/BS and 30 additional credits plus a valid Minnesota Teacher's license.	26.33	27.35	28.34	29.38	30.41	31.42	32.48	33.47	34.51	35.53	
5V	5J	Five-year Career Technical Instructor's credential plus 20 additional credits.											

**APPENDIX C-1 (cont.)
SRSEA SALARY SCHEDULE
Effective 7/1/2015 – 6/30/2016**

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, or BA/BS and 40 additional credits plus a valid Minnesota Teacher's license.											
6V	6K	Five-year Career Technical Instructor's credential plus 30 additional credits.	27.35	28.34	29.38	30.41	31.42	32.48	33.47	34.51	35.53	36.53	38.52
7	7K	MA/MS and 10 additional graduate credits plus a valid Minnesota Teacher's license.	28.34	29.38	30.41	31.42	32.48	33.47	34.51	35.53	36.53	37.58	39.08
8	8K	MA/MS and 20 additional graduate credits plus a valid Minnesota Teacher's license.	29.38	30.41	31.42	32.48	33.47	34.51	35.53	36.53	37.58	38.61	40.07
9	9K	MA/MS and 30 additional graduate credits plus a valid Minnesota Teacher's license.	30.41	31.42	32.48	33.47	34.51	35.53	36.53	37.58	38.61	39.63	41.15

**APPENDIX C-2
SRSEA SALARY SCHEDULE
Effective 7/1/2016 - 6/30/2017**

			Step A	B	C	D	E	F	G	H	I	J	K
Lane	Comp Code		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.											
			16.33	16.82	17.29	17.76	18.26	18.79	19.28	19.76	20.18	20.67	
1V	1J	Without a valid Minnesota Career Technical Instructor's credential.											
2A	2J	BA/BS plus a valid Minnesota Teacher's license.											
			22.21	23.31	24.36	25.38	26.46	27.50	28.57	29.61	30.68	31.67	
2V	2J	Valid Minnesota Career Technical Instructor's credential.											
3A	3J	BA/BS and 10 additional credits plus a valid Minnesota Teacher's license.											
			23.84	24.88	25.91	26.99	28.03	29.05	30.11	31.17	32.21	33.29	
3V	3J	Five-year Career Technical Instructor's credential.											
4A	4J	BA/BS and 20 additional credits plus a valid Minnesota Teacher's license.											
			25.39	26.46	27.51	28.55	29.59	30.68	31.67	32.76	33.80	34.82	
4V	4J	Five-year Career Technical Instructor's credential plus 10 additional credits.											
5A	5J	BA/BS and 30 additional credits plus a valid Minnesota Teacher's license.											
			26.99	28.03	29.05	30.11	31.17	32.21	33.29	34.31	35.37	36.42	
5V	5J	Five-year Career Technical Instructor's credential plus 20 additional credits.											

**APPENDIX C-2 (cont.)
SRSEA SALARY SCHEDULE
Effective 7/1/2016 – 6/30/2017**

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, or BA/BS and 40 additional credits plus a valid Minnesota Teacher's license.	28.03	29.05	30.11	31.17	32.21	33.29	34.31	35.37	36.42	37.44	39.48
6V	6K	Five-year Career Technical Instructor's credential plus 30 additional credits.											
7	7K	MA/MS and 10 additional graduate credits plus a valid Minnesota Teacher's license.	29.05	30.11	31.17	32.21	33.29	34.31	35.37	36.42	37.44	38.52	40.06
8	8K	MA/MS and 20 additional graduate credits plus a valid Minnesota Teacher's license.	30.11	31.17	32.21	33.29	34.31	35.37	36.42	37.44	38.52	39.58	41.07
9	9K	MA/MS and 30 additional graduate credits plus a valid Minnesota Teacher's license.	31.17	32.21	33.29	34.31	35.37	36.42	37.44	38.52	39.58	40.62	42.18

**APPENDIX D-1
UNIT 215 SPECIAL TEACHERS
JOB TITLES AND SALARIES AS OF JULY 1, 2015**

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
008670	Arts Education Teacher 1	15A	215	01J	15.93	20.17
008671	Arts Education Teacher 2	15A	215	02J	21.67	30.90
008675	Arts Education Teacher 3	15A	215	03J	23.26	32.48
008676	Arts Education Teacher 4	15A	215	04J	24.77	33.97
008677	Arts Education Teacher 5	15A	215	05J	26.33	35.53
008678	Arts Education Teacher 6	15A	215	06K	27.35	38.52
008679	Arts Education Teacher 7	15A	215	07K	28.34	39.08
008680	Arts Education Teacher 8	15A	215	08K	29.38	40.07
008796	Arts Education Teacher 9	15A	215	09K	30.41	41.15
000685	Special Teacher: Ma/Ms/5yr+Lic	15A	215	06K	27.35	38.52
002385	Special Teacher:5yrCarTecCr	15A	215	03J	23.26	32.48
000690	Special Teacher:5yrCarTecCr+10	15A	215	04J	24.77	33.97
002386	Special Teacher:5yrCarTecCr+20	15A	215	05J	26.33	35.53
002708	Special Teacher:5yrCarTecCr+30	15A	215	06K	27.35	38.52
000683	Special Teacher:Ba/Bs+Lic	15A	215	02J	21.67	30.90
002382	Special Teacher:Ba/Bs+Lic+10	15A	215	03J	23.26	32.48
000684	Special Teacher:Ba/Bs+Lic+20	15A	215	04J	24.77	33.97
002383	Special Teacher:Ba/Bs+Lic+30	15A	215	05J	26.33	35.53
002707	Special Teacher:Ba/Bs+Lic+40	15A	215	06K	27.35	38.52
000689	Special Teacher:CarTecCr	15A	215	02J	21.67	30.90
002384	Special Teacher:Ma/Ms+Lic+10gr	15A	215	07K	28.34	39.08
000686	Special Teacher:Ma/Ms+Lic+20gr	15A	215	08K	29.38	40.07
003701	Special Teacher:MA/MS+Lic+30gr	15A	215	09K	30.41	41.15
000687	Special Teacher:No Degree/Lic	15A	215	01J	15.93	20.17

**APPENDIX D-2
UNIT 215 SPECIAL TEACHERS
JOB TITLES AND SALARIES AS OF JULY 1, 2016**

JOB CODE	JOB TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
008670	Arts Education Teacher 1	15A	215	01J	16.33	20.67
008671	Arts Education Teacher 2	15A	215	02J	22.21	31.67
008675	Arts Education Teacher 3	15A	215	03J	23.84	33.29
008676	Arts Education Teacher 4	15A	215	04J	25.39	34.82
008677	Arts Education Teacher 5	15A	215	05J	26.99	36.42
008678	Arts Education Teacher 6	15A	215	06K	28.03	39.48
008679	Arts Education Teacher 7	15A	215	07K	29.05	40.06
008680	Arts Education Teacher 8	15A	215	08K	30.11	41.07
008796	Arts Education Teacher 9	15A	215	09K	31.17	42.18
000685	Special Teacher: Ma/Ms/5yr+Lic	15A	215	06K	28.03	39.48
002385	Special Teacher:5yrCarTecCr	15A	215	03J	23.84	33.29
000690	Special Teacher:5yrCarTecCr+10	15A	215	04J	25.39	34.82
002386	Special Teacher:5yrCarTecCr+20	15A	215	05J	26.99	36.42
002708	Special Teacher:5yrCarTecCr+30	15A	215	06K	28.03	39.48
000683	Special Teacher:Ba/Bs+Lic	15A	215	02J	22.21	31.67
002382	Special Teacher:Ba/Bs+Lic+10	15A	215	03J	23.84	33.29
000684	Special Teacher:Ba/Bs+Lic+20	15A	215	04J	25.39	34.82
002383	Special Teacher:Ba/Bs+Lic+30	15A	215	05J	26.99	36.42
002707	Special Teacher:Ba/Bs+Lic+40	15A	215	06K	28.03	39.48
000689	Special Teacher:CarTecCr	15A	215	02J	22.21	31.67
002384	Special Teacher:Ma/Ms+Lic+10gr	15A	215	07K	29.05	40.06
000686	Special Teacher:Ma/Ms+Lic+20gr	15A	215	08K	30.11	41.07
003701	Special Teacher:MA/MS+Lic+30gr	15A	215	09K	31.17	42.18
000687	Special Teacher:No Degree/Lic	15A	215	01J	16.33	20.67

APPENDIX E - REQUEST FOR LANE CHANGE

Teacher 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)

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

Teacher 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

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: _____

Teacher 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.

APPENDIX I - DEPARTMENT OF HUMAN SERVICES/DEPARTMENT WIDE

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 teachers 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 teacher or emergency teacher shall suffer a reduction in pay or be involuntarily laid off. Hours of work of full-time unlimited teachers shall not be involuntarily reduced. The hours of work of part-time teachers 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 teachers. Following these negotiations, the employment condition of intermittent employees shall be changed, if appropriate. Intermittent teachers who are laid off shall retain rights under their normal separation procedures.
2. Reduction in teacher numbers will be made through normal attrition and through the provisions detailed in the teacher mitigation to layoff section of this agreement.
3. Nothing in the Agreement shall be interpreted as entitling a teacher to lifetime employment or as protecting a teacher against discharge for just cause.
4. Teachers 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 teachers 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.

TEACHER MITIGATION TO LAYOFF SECTION:

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

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 teacher within a class shall be offered the choice of one of the available options before less senior teachers. At the time an offer is made, the teacher may select from the options available. Selection of the enhanced separation or normal separation packages preclude exercising any other option. The teacher 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 teacher is precluded from exercising another option from items 1.1 - 1.7 at a later time, unless the teacher's position is subsequently eliminated as a result of re-structuring. A teacher 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.

A teacher who refuses a job and training opportunity not requiring relocation waives his/her right to enhanced separation. A teacher 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 teacher's base salary or wage, not to exceed \$1250.00 multiplied by the number of years of State service. For teachers 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 teacher would be entitled.

A teacher 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

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 and Crosswinds Arts and Science School, 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 a Perpich Center for Arts Education 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 Perpich Center for Arts Education Schools who have been employed at one of the Center's schools, 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 teacher's ability to bump other SRSEA staff members within their seniority unit 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:

A teacher 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 teachers are required to take during official school breaks shall not exceed five (5) days per academic year. The Appointing Authority shall notify the Local Association no later than March 1 of each fiscal year if it will be requiring the use of vacation during official school breaks.

Mandatory vacation leave may also be used on noncontact days during the academic year, excluding required staff or department meeting days.

ARTICLE 6: Balancing

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

Each year, Perpich Center for Arts Education 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 no later than December 31 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. Teachers 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.

Perpich Arts High School:

Event Chaperones	\$40/Event
Student Government	\$2,000
Gala	\$1,400
Yearbook	\$3,500

Crosswinds Arts and Science School:

Afterschool Activities Director	\$1,000
Intercession Coordinator	\$500
Afterschool Activity Teacher	
meet once/week/quarter	\$150
meet twice/week/quarter	\$350

Theater

Play	\$1,500
Musical	\$2,250

Soar and Other Academic Programs Hourly wage

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 Perpich Center for Arts Education Director. An application for such a leave may not be unreasonably denied. A teacher 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.

ARTICLE 11: Summer School Assignments

In the event that summer school programs and classes are offered during periods outside the designated calendar work year, Perpich teachers shall be given the first opportunity to propose and teach such classes, on a voluntary basis. If there are insufficient internal proposals, or the proposals do not adequately address the agency's mission and goals for these programs, the agency may then contract with outside artists and teachers. This provision is effective for the term of the 2015-2017 Agreement.



September 23, 2015

Chad Schmidt
State Residential Schools Education Association
7600 – 525th Street
Rush City, MN 55069

Dear Chad:

As recently discussed at the 2015-2017 round of supplemental negotiations between the Perpich Center for Arts Education and SRSEA, the parties agree to meet and confer to discuss issues related to equitable workload and teaching assignments at Perpich Center for Arts Education as well as Crosswinds Arts and Science School. The parties agree convene a working group made up of teachers, counseling staff, and administration during the 2015-2016 year to discuss and address the issues of equitable workload and teaching assignments. The group shall meet throughout the remainder of the 2015 - 2016 school year with the goal of improving communication and gaining clarification regarding workload and teaching assignments and to recommend solutions to specific problems that are identified to be addressed during the 2016-2017 school year.

Sincerely,

A handwritten signature in black ink, appearing to read "Valerie Darling", is enclosed within a thin black rectangular border.

Valerie Darling
Labor Relations Consultant 4
Minnesota Management & Budget

APPENDIX K - SUPPLEMENTAL AGREEMENT

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 teachers for holiday pay eligibility or conversion of vacation leave to sick leave.

ARTICLE 4: Holidays

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

Section 1. Teachers 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, teachers 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 teacher(s) must be employed for the summer school session, and Independence Day must fall during the summer session.

Section 2. It is expected that teachers shall normally use their floating holidays during one of the school breaks (summer, winter, spring).

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-five dollars (\$25.00) an hour.

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 programs below and to fill or not fill any vacancies.

Section 2. Extracurricular Salary Schedule.

<u>Job Title</u>	<u>Stipend per Position – 7/1/2015 – 6/30/2016</u>	<u>Stipend per Position – 7/1/2016 – 6/30/2017</u>
<u>ECA Athletic Activities</u>		
*Boys’ and Girls’ team coaches of the same sport will be paid the same stipend.		
**“C” Team coaching stipend amounts may be prorated based on the number of games in the season.		
Athletic Director (MSAB)	\$2,786	\$2,856
Assistant Athletic Director	\$1,400	\$1,435
Baseball Varsity Head Coach	\$1,977	\$2,026
Basketball Varsity Head Coach	\$3,531	\$3,619
Basketball Varsity Assistant Coach	\$2,648	\$2,714
Basketball JV Team Head Coach	\$2,472	\$2,534
Basketball JV Team Assistant Coach	\$2,119	\$2,172
Basketball “C” Team Coach	\$2,472	\$2,534
Basketball “C” Team Assistant Coach	\$2,119	\$2,172
Basketball K-5 Head Coach	\$660	\$677
Basketball K-5 Assistant Coach	\$495	\$507
Cheerleading Varsity Head Coach	\$2,460	\$2,522
Cheerleading Varsity Assistant Coach	\$1,845	\$1,891
Cheerleading JV Head Coach	\$1,722	\$1,765
Cheerleading JV Assistant Coach	\$1,476	\$1,513
Cheerleading “C” Team Head Coach	\$1,722	\$1,765
Cheerleading “C” Team Assistant Coach	\$1,476	\$1,513
Cheerleading K-5 Head Coach	\$660	\$677
Cheerleading K-5 Assistant Coach	\$495	\$507
Football Varsity Head Coach	\$4,869	\$4,991
Football Varsity Assistant Coach	\$3,652	\$3,743
Football JV Head Coach	\$3,408	\$3,493
Football JV Assistant Coach	\$2,921	\$2,994

<u>Job Title</u>	<u>Stipend per Position – 7/1/2015 – 6/30/2016</u>	<u>Stipend per Position – 7/1/2016 – 6/30/2017</u>
Football "C" Team Head Coach	\$3,408	\$3,493
Football "C" Team Assistant Coach	\$2,921	\$2,994
Football K-5 Head Coach	\$660	\$677
Football K-5 Assistant Coach	\$495	\$507
Goalball Varsity Head Coach	\$1,977	\$2,026
Goalball Varsity Assistant Coach	\$1,483	\$1,520
Golf Varsity Head Coach	\$1,977	\$2,026
Swimming Varsity Head Coach	\$2,460	\$2,522
Swimming Varsity Assistant Coach	\$1,845	\$1,891
Track Varsity Head Coach	\$2,960	\$3,034
Track Varsity Assistant Coach	\$2,220	\$2,276
Track JV Head Coach	\$2,072	\$2,124
Track JV Assistant Coach	\$1,776	\$1,820
Track "C" Team Head Coach	\$2,072	\$2,124
Track "C" Team Assistant Coach	\$1,776	\$1,820
Track K-5 Head Coach	\$660	\$677
Track K-5 Assistant Coach	\$495	\$507
Volleyball Varsity Head Coach	\$4,869	\$4,991
Volleyball Varsity Assistant Coach	\$3,652	\$3,743
Volleyball JV Head Coach	\$3,408	\$3,493
Volleyball JV Assistant Coach	\$2,921	\$2,994
Volleyball "C" Team Head Coach	\$3,408	\$3,493
Volleyball "C" Team Assistant Coach	\$2,921	\$2,994
Volleyball K-5 Head Coach	\$660	\$677
Volleyball K-5 Assistant Coach	\$495	\$507
Wrestling Varsity Head Coach	\$2,460	\$2,522
Wrestling Varsity Assistant Coach	\$1,845	\$1,891

ECA Non-Athletic Activities

Academic Bowl Advisor/Oratorical Advisor/ASL Club Advisor	\$660	\$677
Class Sponsor – Senior	\$1,255	\$1,286
Class Sponsor – Junior	\$660	\$677
Class Sponsor – Sophomore	\$462	\$474
Closeup Advisor	\$987	\$1,012
Communication Facilitator	\$17.39/hr.	\$17.83/hr.
Drama Assistant	\$790	\$810
Drama Director	\$1,977	\$2,026
Drama Director (Elementary)	\$644	\$660
Drama Assistant Director (Elementary)	\$483	\$495
Driver's Education Instructor	\$35.49/hr.	\$36.38
Elementary Bowl Sponsor	\$644	\$660
Junior National Association for Deaf	\$660	\$677
Lego Competition Coordinator (MSAD)	\$660	\$677
Literacy Night Coordinator	Hourly rate, 2 hrs/session, once/month	
National Honor Society Advisor	\$660	\$677
Parent ASL Daycare	\$18.44/hr.	\$18.90/hr.

<u>Job Title</u>	<u>Stipend per Position – 7/1/2015 – 6/30/2016</u>	<u>Stipend per Position – 7/1/2016 – 6/30/2017</u>
Parent ASL Instructor	Hourly rate, 2 hrs/session, once/month	
Photographer (MSAB)	\$1,106	\$1,134
SLPI (Sign Language Proficiency Interview) Team Member	\$30 per person per evaluation	\$30.75 per person per evaluation
Speech/Forensics Head Coach	\$2,460	\$2,522
Speech/Forensics Assistant Coach	\$1,845	\$1,891
Student Body Government Advisor	\$660	\$677
Team Leader	\$2,460	\$2,522
Yearbook Director	\$1,106	\$1,134
Chaperone Home Events	\$18.44 hr.**	\$18.90/hr.**
Chaperone Away Events:		
Saturdays and Sundays	\$183/day	\$188/day
Wednesday, Thursday, Friday	\$30/day	\$30/day
Other workers (scores, times, etc.)	\$9.61/hr.	\$9.86 hr.

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

**Hours beyond the normal workday.

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.

Article 8: Vacancies

The provisions of Article 13, Section 5, Reassignment are supplemented by the following provisions:

In the event of an unexpected vacancy or the need arises to make adjustments in a teacher's assignment after the start of the school year, the Appointing Authority reserves the right to reassign another teacher to positions within the same seniority unit and bargaining unit. Prior to reassigning a teacher, the Appointing Authority shall seek volunteers who have requisite subject matter experience and/or qualifications as determined by the Appointing Authority. In instances where the Appointing Authority has determined that more than one (1) volunteer has the requisite subject matter experience and/or qualifications, the most senior qualified volunteer shall be reassigned. In the event that no teacher volunteers with the requisite subject matter experience and/or qualifications, the Appointing Authority shall reassign the least senior teacher with the requisite subject matter experience and/or qualifications.

By mutual agreement, the Appointing Authority may reassign the most appropriate teacher given the assignment and circumstances so that student needs are best served.

APPENDIX L - STATUTORY LEAVES

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

3.088	Leave of Absence to Serve as a Legislator or For Election to a full-time City or County Office.
15.62	Athletic Leave of Absence.
43A.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 - 181.9413	Parenting Leave, School Conference and Activities Leave, and Sick Leave Benefits; Care of Relatives.
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

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 teacher 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.



Contributing to a Safer Minnesota

APPENDIX M-1 – CORRECTIONS SENIORITY ROSTER

**State Residential Schools Education Association
Seniority Roster**

Location:

Date:

Academic

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

Career Technical

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



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equal opportunity employer

APPENDIX N - GLOSSARY

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

Actively at Work - Teachers 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 teachers 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.

Career Technical 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.

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.

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

Compensatory Time (“comp time”) - A form of payment for overtime that the teacher 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 - A teacher 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 teachers during the course of performing their job duties.

Time Schedule - An alternative work schedule available to teachers upon request and with supervisory approval. A flextime schedule consists of recurring and predictable schedules, includes a specific period of time in which all teachers must be at work ("core time") and another larger period of time ("band width") in which teachers 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 teachers for certain family and/or medical reasons consistent with the Act, relevant State law and collective bargaining agreements/plan.

Incumbent - Teacher currently serving in a job.

Intermittent - An employment condition in which a teacher 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 teachers 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 teacher to a class within four years of the teacher'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 teacher will return to work year after year.

Special Project - Work performed that the supervisor has determined is in addition to an teacher'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 teacher'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.

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

APPENDIX O - STIPULATION ON RELEASE OF INFORMATION

**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 teachers 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 teachers 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.
3. The State Residential Schools Education Association shall keep all confidential and private data disclosed to them in accordance with the terms of this Stipulation. The State Residential Schools Education Association and the Employer understand and agree that each will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. The State's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736, et. seq., and other applicable law.

The provisions of this Stipulation shall remain in effect until _____.

APPENDIX P - STATEWIDE POLICY ON FMLA

The FMLA entitles eligible teachers of covered employers to take unpaid, job-protected leave for specified family and medical reasons with continuation of group health insurance coverage under the same terms and conditions as if the teacher had not taken leave. Eligible teachers are entitled to:

Twelve workweeks of leave in a 12-month period for:

- the birth of a child and to care for the newborn child within one year of birth;
- the placement with the teacher of a child for adoption or foster care and to care for the newly placed child within one year of placement;
- to care for the teacher's spouse, child, or parent who has a serious health condition;
- a serious health condition that makes the teacher unable to perform the essential functions of his or her job;
- any qualifying exigency arising out of the fact that the teacher's spouse, son, daughter, or parent is a covered military member on "covered activity duty;" **or**

Twenty-six workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness if the eligible teacher is the servicemember's spouse, son, daughter, parent, or next of kin (military caregiver leave).

The HR/LR Policy #1409, Family and Medical Leave Act," "HR/LR Procedure #1409P, Family and Medical Leave Act," and "General Memo #2014-6 FMLA Guidance" are available on the MMB website at:

- http://www.mn.gov/mmb/images/fmlapol-consolidated_1409.pdf
- http://www.mn.gov/mmb/images/1409P_FMLA.pdf
- http://www.mn.gov/mmb/images/fmla-guidance_2014_6.pdf

This policy, procedure and general memo are subject to change by the Employer and are neither grievable or arbitrable under this Collective Bargaining Agreement.

APPENDIX Q - SENIORITY UNITS

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 - Togo
- 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 Academies

- Academy for the Blind
- Academy for the Deaf

Perpich Center for Arts Education

- Cross Winds Arts and Science School
- Perpich Arts High School

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

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

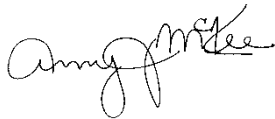
December 1, 2003

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

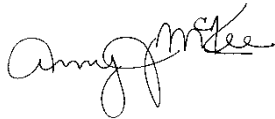
Donna Reuvers
State Residential Schools Education Association
Minnesota State Academy for the Deaf
615 Olof Hanson Drive, P.O. Box 308
Faribault, MN 55021

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,



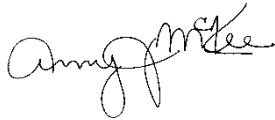
Amy J. McKee
Chief Negotiator
2003-2005 SRSEA Contract

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 DOC 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

DATE: August 15, 2014

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Marcy Cordes, Assistant Commissioner/State Negotiator
Labor Relations Division



RE: Further Expansion of Sick Leave Benefits

On August 1, 2013, the Minnesota legislature passed a law which expanded employees' entitlement to use accrued sick leave benefits, allowing them to use paid sick leave for reasonable periods of time as the employee's attendance may be necessary due to the illness or injury of the following family members:

- Adult children
- Spouse
- Brother or Sister
- Parent
- Stepparent
- Grandparent

The legislature has since passed further legislation effective August 1, 2014 which now allows employees to use sick leave as the employee's attendance may be necessary due to illness or injury of the following family members in addition to those named above:

- Grandchild
- Father-in-law
- Mother-in-law

In addition, the expanded law also allows employees to use sick leave for the purposes of obtaining assistance or providing assistance to a relative as named above because of sexual assault, domestic abuse or stalking.

As before, this expanded use of sick leave does not require that the persons being cared for live in the employee's household. The employer may limit the use of personal sick leave for the reasons listed above to a cap of 160 hours in any 12-month period.

You are to apply the expanded provisions of the law, as well as the sick leave provisions of the applicable contract/Plan.

If you have any questions, please contact your Labor Relations representative.