

**LABOR AGREEMENT  
BETWEEN THE  
STATE OF MINNESOTA  
AND THE  
STATE RESIDENTIAL SCHOOL'S EDUCATION ASSOCIATION**

**1985-1987**

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## ARTICLE I

### PREAMBLE

This Agreement is made and entered into this 30th day of January, 1986, by and between the State Residential School's Education Association, hereinafter referred to as the ASSOCIATION, and the State of Minnesota, hereinafter referred to as the EMPLOYER.

## ARTICLE II

### ASSOCIATION RECOGNITION

Pursuant to Minnesota Laws 1980, Chapter 617, Section 41, the Employer recognizes the Association as the exclusive representative for the employees assigned to Unit No. 15, Professional State Residential Instructional Unit, subject to the limitations and exclusions of the Bureau of Mediation Services, Case Number 80-PR-1303-A.

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 III

### ASSOCIATION RIGHTS

Section 1. 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 communication which generally affect the terms and conditions of employment for this bargaining unit. The Association shall designate its addresses for this purpose.

Section 2. Use of Facilities. The Association shall be the only labor organization representing employees in the bargaining unit to have the right to use institution facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times and with prior notification when such equipment is not otherwise in use. The Association agrees to reimburse the Appointing Authority for reasonable expenses the Appointing Authority may incur in this regard.

Section 3. 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 teacher's lounge or similar suitable facility. At least one (1) bulletin board shall be provided in each facility. The Association may use the facilities' internal distribution service and employee mailboxes for communication to employees.

Section 4. 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 5. Negotiations of Successor Agreements. The Association may select up to three (3) employee representatives, one each from Corrections, Faribault Academies, and Human Services, when possible, who shall be released from duty without loss of pay for such time as is necessary during regular working hours to participate in negotiation sessions with the Employer in the negotiation of a successor contract. The Association may select a reasonable number of employees who shall be released without pay to assist in negotiating a successor contract.

## ARTICLE IV

### DUES DEDUCTIONS

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

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

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

Section 4. Indemnity. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer or the Department of Finance 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 advise the designated Association representative on the form provided in Appendix I of the names, social security numbers, classification, and work locations of all employees added to the bargaining unit and the names of employees removed from the bargaining unit whenever such personnel transactions occur. The Association shall file the name of the designated representative for this purpose with the local personnel office.

## ARTICLE V

### 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 employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, disability, status with regard to public assistance, sex, marital status, political affiliation, sexual orientation or any other class or group distinction, as set forth by federal and state anti-discrimination laws.

Section 3. Jurisdiction. Jurisdiction for the enforcement of anti-discrimination laws referred to in Section 1 and 2 hereof, that do not involve the application of the terms of this agreement, 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 grievance procedure.

Section 4. Informal Resolution. In order to provide a forum for the informal resolution of discrimination complaints, employees may utilize their respective Department's Affirmative Action Grievance procedure. The Appointing Authority will make a reasonable effort to provide each employee with a copy of the applicable Department Affirmative Action Grievance Procedure.

Section 5. Association Membership. The Employer will not interfere with the rights of employees to become or not become members of the Association and there shall be no discrimination and interference, restraint, or coercion by the Employer or any Employer representative or by the Association or any of its officials against any employee because of Association membership or non-membership, or because of any employee activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Agreement.

Section 6. Sexual Harassment. It is agreed by the Employer and the Association that all employees have a right to a workplace free of verbal and/or physical sexual harassment. "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;
2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or
3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment.

Sexual harassment complaints shall be processed pursuant to the Appointing Authority's affirmative action complaint procedure. The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to Association participation at the request of the complaining employee and that each Appointing Authority/designee shall inform a complaining party of this right.

Further, the Employer and the Association agree that agency complaint procedures covering sexual harassment are modified to include these additional requirements:

1. When a complaint of sexual harassment is initiated, a notice of a complaint in progress shall be sent by the Appointing Authority/designee to the Association unless the complaining employee requests that the Association not be notified. If in filing a complaint an employee states that he/she is unable to function in the worksite from which the complaint arose, the Appointing Authority/designee shall conduct a preliminary investigation within two (2) working days or a reasonable extension thereof. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority/designee shall take intervening action to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.
2. Within the time limits set forth in the affirmative action complaint procedures, but not to exceed thirty (30) calendar days, the Appointing Authority shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has requested the Association's involvement in the complaint, the Association's representative as well as the complainant shall be provided a written summary of the findings and resolution. The Association and Employer agree that reprisal against a complaining employee or a witness is prohibited.

The provisions of this Section are not subject to the provisions of Article XVI, Grievance Procedure, of this Agreement. Unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within six (6) months of the occurrence of the alleged harassment.

## ARTICLE VI

### ACADEMIC FREEDOM

Employees shall have the freedom within their teaching area to report the truth as they see it in the classroom and to report the truth as they see it in reports of research activities. There shall be no unreasonable restraints which would impair employees' abilities to present their subject matter in this context.

## ARTICLE VII

### MEET AND CONFER

Section 1. Local. At each institution employing five or more members of the bargaining unit, the Local Association may establish a committee of up to four (4) 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 issues of mutual concern or interest. 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 Commissioner, or their designee(s) collectively or individually shall meet to discuss issues of mutual concern or interest. Each Commissioner shall



notify the Association of his/her designee at the beginning of each fiscal year. The Association committee may not exceed four 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. Attendance. Meetings shall be held during normal working hours. Employees shall neither lose pay nor accrue additional pay for attending such meetings, however, employees shall not be eligible for expense reimbursement.

Section 4. Record of Meeting. The Employer shall provide the necessary assistance to formulate, type, and distribute a summary of the discussions to the appropriate parties.

## ARTICLE VIII

### HOURS OF WORK

Section 1. Work Day. 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. The maximum assignment of pupil contact for any teacher shall be six (6) hours in an eight (8) hour day. The remainder of the work day shall be spent in performance of assigned responsibilities, including but not limited to, such activities as conferences, class preparations, and curriculum development. Each teacher shall be provided daily with a minimum of a sixty (60) minute preparation period, except that an emergency within an institution may temporarily necessitate other assignments.

Section 2. Work Week. The normal work week shall consist of five (5) normal work days, Monday through Friday. The Appointing Authority shall consult with Association representatives and affected employees prior to establishing Tuesday through Saturday work schedules. Employees shall be scheduled for a minimum of two (2) consecutive days off between established work weeks.

Section 3. Work Schedule and Calendar. The Appointing Authority shall post a written work schedule reflecting the normal hours of work and days of work in each institution after consultation with Association representatives and consideration of their desires. Proposed changes in the established schedule of work hours or days shall first be discussed with Association representatives. Any changes in work schedules or calendar shall be preceded by a seven (7) calendar day written notice to the affected employees. In emergency situations, the Appointing Authority shall comply with the provisions of this Section insofar as reasonably possible.

Section 4. Overtime. Employees will be compensated at the rate of straight time when assigned to a project, approved in writing by the Appointing Authority, that is in addition to their normal duties and shall not be compensated at a time and one-half (1 1/2) rate under any provision of this Agreement.

## ARTICLE IX

### TEACHER ASSIGNMENTS

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

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

## ARTICLE X

### PROFESSIONAL DEVELOPMENT

Section 1. Required In-Service Education. It is recognized that in-service education may be necessary to meet the goals of the institutions. Consequently, employees who may be required by the Appointing Authority to participate in in-service programs and who are released from their work assignments to attend special training courses shall lose no basic straight-time pay for such normal work hours and shall be allowed compensatory time-off for such time accrued beyond the eight (8) hour day spent in actual participation in such programs. Actual participation includes reasonable and necessary travel time, if any, between the location of the employee's work assignment and the location of the in-service program. Expenses incurred by the employee shall be reimbursed in accordance with Article XXV, Expense Allowance.

Section 2. Employee Initiated Training. At the discretion of the Appointing Authority, each employee may be allowed up to 100 hours each fiscal year without loss of pay for such activities as, but not limited to, workshops, professional conferences, college courses, in-service programs and visitations, all of which are related to the employee's current or projected responsibilities. Application for such release time shall be made at least two (2) weeks in advance when possible. Expense reimbursement which shall be at the discretion of the Appointing Authority, shall be in accordance with Article XXV, Expense Allowance.

## ARTICLE XI

### PERFORMANCE REVIEW

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

Section 2. Evaluator. Employees shall be evaluated by the Appointing Authority or designee, so long as such designee is not a member of the bargaining unit.

Section 3. Format.

A. The Appointing Authority or designee shall notify the employee at least ten (10) days in advance of the annual Performance Review.

- B. The Performance Review shall be based on the employee's Position Description. This however, does not preclude the Employer from conducting other types of job-related evaluations.
- C. The Performance Review shall be recorded on the form provided in Appendix A-1 of the Agreement for employees in the Department of Human Services and Department of Corrections and on the form provided in Appendix A-2 for employees in the Department of Education. Should the Department of Employee Relations modify the form found in Appendix A-1 and/or should the Department of Education modify the form found in Appendix A-2, the revised form(s) shall supercede the form(s) contained in Appendices A-1 and/or A-2.
- D. The Performance Review shall be signed by the evaluator and the employee. The employee's signature only indicates that the employee has seen and received a copy of the report and does not indicate acceptance or rejection of the report.

## ARTICLE XII

### PROBATIONARY PERIOD

Section 1. Duration. The length of the probationary period shall be nine (9) months of continuous 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 nine (9) 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.

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

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

## ARTICLE XIII

### VACANCIES

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

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

Section 3. Filling Positions.

- A. After satisfying provisions of Article XIV, Section 5, Recall, the Appointing Authority shall give consideration to all timely applications for voluntary transfer before permanently filling any new or vacant positions.
- B. The Appointing Authority shall have the right to fill vacant or new positions on a temporary basis pending completion of the application process.

Section 4. Transfer. Employees shall not be involuntarily transferred from one facility to another.

Section 5. Reassignment. Notwithstanding the above, the Appointing Authority reserves the right to assign and reassign employees to positions within the same facility and bargaining unit, provided however that the Appointing Authority may not assign an employee to a vacancy for which a facility layoff list exists containing the name(s) of an employee(s) who is properly licensed and has greater seniority than the employee to be reassigned.

ARTICLE XIV

LAYOFF

Section 1. Seniority.

- A. Seniority shall be defined as continuous service in classified positions within the bargaining unit and in the facility, except that an employee who transfers to another facility due to the elimination of a position shall retain his/her seniority. Continuous service begins on the date an employee begins to serve a probationary period or begins with the last date of appointment with permanent status, to a position in the bargaining unit and in a particular facility. Continuous service shall be interrupted by resignation, dismissal, termination during the probationary period, and retirement. Continuous service shall not include service on emergency appointments, but shall include that service on provisional, temporary or unclassified appointments which have been credited toward completion of the probationary period.
- B. Seniority shall apply to subject areas in which the employee is currently assigned, to all subject areas in which the employee is licensed as required by the State of Minnesota, and to all subject areas for which the employee is qualified where no specific licensure exists. Criteria for qualification in areas where no specific licensure exists shall be determined by the Appointing Authority following a state meet and confer meeting, and shall not be subject to the grievance procedure. A copy of the established criteria shall be given to the Association. The same date for seniority shall apply to all areas in which the employee is or becomes licensed, or qualified where no specific licensure exists.

- C. Employees working less than full-time shall accrue seniority on a pro rata basis. This shall be determined by dividing the number of working hours employed by the total number of hours in a school year, and shall be retroactive to the last date of appointment as a member in the bargaining unit in the facility. Working hours shall include hours actually worked, excluding overtime. Working hours shall include paid holidays. Employees on vacation, sick or other leaves of absence shall continue to accrue seniority at the same rate that existed upon commencement of that leave.

For the purposes of computing seniority for less than full-time employees at the Minnesota Security Hospital, working hours shall be determined by adding the number of hours worked for the State of Minnesota to the number of hours worked under other qualified programs administered by or funded by agencies other than the Appointing Authority, provided that these hours are worked at the employee's usual work station. Other qualified programs shall include, but not be limited to: Title I, Title III, DVR Education Services, DHS Educational Consultant Services and School District homebound programs.

- D. Notwithstanding the fact that the Minnesota Department of Education and the State Board of Teaching recognize a hearing impaired and visually handicapped 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 current assignment or subject matter licensure held at the time of layoff.

## Section 2. Seniority List.

- A. By October 1 of each year, an employee may submit to the Appointing Authority evidence of any licensure(s) obtained by that employee.
- B. Within sixty (60) days from the date of execution of this Agreement, the Appointing Authority shall post on the employee bulletin board(s) at each facility, and furnish a copy to the Association, a seniority list for each subject area for that facility. The employees' names shall appear in inverse order of seniority under each subject area for which he/she is assigned or licensed or qualified where there is no licensure. The roster shall be updated and reposted no later than October 1 of the ensuing year, with a copy to the Local Association.
- C. An employee disagreeing with his/her placement on the seniority list shall have thirty (30) calendar days from the posting date to supply evidence in support of a seniority change. If there is not satisfactory resolution within twenty (20) calendar days of the requested seniority change, an employee may seek resolution through the grievance procedure. The Appointing Authority shall within thirty (30) calendar days of the resolution post any revisions to the seniority list which resulted from a resolution of a dispute over placement on the list.

## Section 3. Layoff.

- A. For a full-time employee, a layoff occurs when his/her hours of work are reduced for a period longer than ten (10) consecutive working days. In addition any reduction in hours of a less than full-time employee, except for intermittents, which would place the employee outside the bargaining unit shall constitute a layoff.

- B. The Appointing Authority shall provide the local Association with an opportunity to meet and confer prior to issuing notices of layoff.
- C. In the event of layoff, the Appointing Authority at the facility shall determine the subject area(s) and employment condition(s) (e.g., full-time unlimited, part-time unlimited, intermittent, seasonal full-time, seasonal part-time) in which reduction is to be made.
- D. The employee with the least seniority in the affected subject matter area, facility and employment condition shall be given notice of layoff. An employee about to be laid off may bump another employee in the same facility as follows:
  - 1. If the employee has seniority in other subject area(s), he/she may bump (displace) the least senior employee with the same employment condition.
  - 2. If the employee has seniority in the same or other subject area(s), he/she may bump (displace) the least senior employee with a different employment condition.
- E. The Appointing Authority shall notify the employee and the officially designated Association representative at least fifteen (15) days prior to the effective date of the layoff.

#### Section 4. Layoff List.

- A. Facility Layoff List. The name(s) of employee(s) who have been laid off shall be placed on a layoff list for the facility from which the employee was laid off. The employee's name shall remain on the layoff list for a minimum of one (1) year, or for a period equal to the employee's length of service as an employee in the facility, if such length of service is one (1) year or more, up to a maximum of five (5) years.
- B. Combined Layoff List. The name(s) of employee(s) on layoff shall be placed on a combined layoff list for the same period of time specified in 4A above.
- C. Copies to Association. Upon request to the Department of Employee Relations a copy of these layoff lists shall be furnished to the Association and/or Local Association.

#### Section 5. Recall.

- A. If a facility has a vacancy and there are employees on the layoff list for that facility, the employee with the most seniority who is licensed in the subject matter(s) in which the vacancy occurred shall be recalled.
- B. If no employee on the layoff list set forth in Section 5A is licensed in the subject matter(s) in which the vacancy occurred, the employee with the most seniority on the combined layoff list who is licensed in the subject matter(s) in which the vacancy occurred shall be recalled.
- C. No appointment of a new employee shall be made while there is available on layoff an employee who is properly licensed to fill such a vacancy.
- D. A recalled employee may be required to serve a new probationary period if he/she was on layoff from one facility 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. When an employee is recalled to the facility where he/she held previous seniority the employee's previous seniority shall not be broken by the layoff.
- F. If an employee is recalled by another facility, his/her name shall be removed from both layoff lists. The name shall be returned to the layoff list for the facility from which he/she was laid off if the employee does not complete the probationary period at the new facility to which he/she was recalled unless the time limits for that employee have expired for that list.
- G. When an employee's name is placed on the combined layoff list, the employee shall indicate the facilities at which he/she would accept recall. The employee shall not be recalled to any facilities other than those so indicated. Failure to accept employment at the indicated locations will result in removal from the combined layoff list.
- H. It shall be the employee's responsibility to keep the Department of Employee Relations informed of his/her current address, any changes in licensure, and any changes in acceptable facilities and employment conditions.

Section 6. Unclassified Employees. Provisions of this Article do not apply to unclassified employees.

## ARTICLE XV

### DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action shall be imposed on employees only for just cause.

Section 2. Disciplinary Action.

- A. Discipline shall include only the following, but not necessarily in this order:
  - 1. Oral reprimand, (not arbitrable) or
  - 2. Written reprimand, or
  - 3. Suspension, or
  - 4. Discharge.
- B. Association Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to discipline without first offering the employee an opportunity for Association representation. Any employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be furnished to the local Association president or designated representative upon request. The employee shall be advised of the nature of the allegation(s) prior to questioning.
- C. Reprimand. If an administrator has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.

- D. Identifying Reprimands. Oral reprimands shall be clearly identified as such at the time disciplinary action is administered.
- E. Notification. A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file. When either a suspension or a discharge is intended, the Appointing Authority shall, before or at the time the action is taken, notify the employee in writing of the specific reason(s) for such action.

Section 3. Procedure for Discharge of Permanent Employees. The Appointing Authority shall not discharge a permanent employee without just cause. If the Appointing Authority believes there is just cause for discharge, the employee and the Association shall be notified in writing that the employee has been suspended for five (5) days and is subject to discharge and shall be furnished the reasons therefore. The Association, with the consent of the affected employee shall have the right to take up the discharge at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with this procedure if requested by the Association. An employee found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties or the decision of the Arbitrator.

Section 4. Personnel File. An employee's personnel file shall contain only materials that are related to his/her employment.

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

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

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

Upon the written request of an employee, a written reprimand shall be removed after two (2) years and a written record of a suspension of ten (10) or fewer days after three (3) years from the employee's permanent personnel file provided that no further disciplinary action has been taken.

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

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

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



Section 5. Investigative Meetings. In order that no unwarranted disciplinary action will be taken against an employee, the Appointing Authority will make a full and comprehensive investigation of any alleged violation of the Agreement, rules and regulations, laws or other restrictive edicts affecting an employee(s) that could be sufficient cause for disciplinary action. If preliminary investigation indicates that there may be sufficient cause for possible disciplinary action, the involved employee(s) will be so informed that the investigation will continue and that the employee(s) may possibly be involved.

## ARTICLE XVI

### 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.

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.

Step 1. Informal. Whenever any employee, group of employees, or the Association, has a grievance, the grievant(s) and/or the Association representative shall meet on an informal basis with the immediate supervisor or designee in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.

Step 2. Appointing Authority. If the grievance is not resolved within ten (10) days of the meeting at the informal step, the grievance may be reduced to writing by the employee and/or Association within ten (10) days of the immediate supervisor's or designee's response and served upon the Chief Executive Officer, or designee, of the facility. Within ten (10) days of receipt of the written grievance, the Chief Executive Officer or designee may meet 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.

Step 3. Commissioner. If the grievance remains unresolved, the Association, within ten (10) days after the response of the Chief Executive Officer, or designee, may advance the grievance to the Commissioner of the affected Department, or designee. Within ten (10) days of receipt of the written grievance, the Commissioner, or designee, shall meet 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 Commissioner, or designee, shall respond to the grievance in writing.

Step 4. Arbitration. If the grievance remains unresolved after the response of the Commissioner, or designee, at Step 2 is served, the Association shall have ten (10) days to appeal the grievance in writing to arbitration, by serving notice upon the Deputy Commissioner of Employee Relations, 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 Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) potential arbitrators. The parties shall alternately strike names from the list of five (5) arbitrators until one 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 a flip of a coin.

Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Section 3. 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.

Section 4. Processing of Grievances. Processing of all grievances shall be during the normal work day whenever possible, and the grievant shall not lose wages due to his/her necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are the grievant and another employee if selected by the grievant.

Section 5. Time Limits. The parties, by mutual written agreement, may waive any step and extend any time limit in this Grievance Procedure. However, failure by the Association or the employee to adhere to the time limits specified herein will result in a forfeit of the grievance. If the Employer does not answer a grievance or an appeal thereof within the specified time limit, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

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

Section 6. 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.

## ARTICLE XVII

### LEAVES OF ABSENCE

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

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

### Section 3. Leaves of Absence With Pay.

- A. Military Leave. Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota and who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.
- 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 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. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. However, an employee shall not be granted leave with pay for an employee or Association initiated lawsuit against the State.
- C. Jury Duty Leave. Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular base rate of pay. Employees shall reimburse to the Appointing Authority any jury duty fee exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.
- D. Voting Time Leave. Any employee who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the employee has made prior arrangements for such absence with his/her immediate supervisor.
- E. Pre-Induction Physicals. An employee called for pre-induction selective service physical examinations shall be excused without loss of pay for time required to report and be processed through such examinations.
- F. Sabbatical Leave. The purpose of sabbatical leaves is to give employees the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their teaching assignments. Such leaves may be granted if the following criteria are met:

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

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

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

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

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

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

- G. Bereavement Leave. The use of a reasonable period of sick leave shall be granted in the event of death of the spouse, parents, grandparents, guardian, children, grandchildren, brothers, sisters, wards of the employee or of the spouse.
- H. 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 Volunteer Fire Departments, Police Reserves, and Civil Defense agencies during the critical phases of the disaster. However, an Appointing Authority may deny such leave if an emergency situation exists at the facility and the employee's services are needed. Additionally, it is agreed that the Employer is not liable for worker's compensation claims arising out of the activities of employees using leave

under this provision. Employees shall receive their regular rate of pay but shall remit to their Appointing Authority fees/amounts received for services rendered for any particular emergency call out.

- I. World, Olympic or Pan American Game Leave. Athletic leaves shall be granted pursuant to M.S. 15.62 as amended.
- J. Teachers' Convention Leave. Upon request, an employee shall be granted at least two (2) days of leave to attend an annual teachers' convention.

#### Section 4. Leaves of Absence Without Pay.

- A. Military Leave. Leave shall be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.
- B. Unclassified Service Leave. Leave may be granted to any employee to accept a position in the unclassified service of the State of Minnesota.
- C. Disability Leave. Leave of absence for the duration of the disability for a period up to six (6) consecutive months shall be granted to any permanent employee who, as a result of an extended illness or injury including pregnancy or childbirth related disabilities, has exhausted his/her accumulation of sick leave. Upon the request of such employees, such leave may be extended up to a total maximum of one (1) year. In all cases a physician's statement indicating diagnosis, prognosis and estimated length of disability is required before such leave is granted.

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

- D. Maternity/Paternity Leave. Requests for maternity/paternity leaves of absence shall be submitted not later than the end of the sixth month of pregnancy of the employee or spouse and shall be accompanied by a physician's statement indicating the estimated date of delivery of the child. Maternity/Paternity leave shall be granted to all employees who request same except that if both the pregnant employee and spouse are employed by the State of Minnesota, only one or the other shall be granted the leave. Maternity/Paternity leave shall not be considered the same as disability 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. Maternity/Paternity leaves may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority. Employees returning from maternity/paternity leave shall be reinstated to their original job or to a position of like status, pay and leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.

- E. Adoption Leave. Requests for adoption leaves of absence shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave and shall be granted to all employees who request same. The leave shall commence on the date requested by the employee and shall continue up to six (6) weeks provided, however, that adoption leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority. Employees returning from an adoption leave shall be reinstated to their original job or to a position of like status, pay, and seniority. Returning employees shall accrue sick and vacation leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.
- F. Association Leave. Upon the written request of the Association, leave shall be granted to employees who are officially appointed full time representatives of the Association. The Appointing Authority may request the Association to confirm the employee's continuation on Association Leave.
- G. Personal Leave. Upon request, leave may be granted, up to one (1) year in duration, to any employee, for the purpose of study, 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.
- H. Extended Leave. At the discretion of the Appointing Authority, an extended leave of absence of at least two (2) but no more than five (5) years may be granted to an employee with at least ten (10) years of State service in the bargaining unit since his/her last date of appointment. Such leave may be extended to no more than five (5) years with agreement of the Appointing Authority.

An employee may return to employment before the expiration date of an extended leave provided that the employee notifies the Appointing Authority, in writing, of such intent six (6) months prior to the date of return.

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

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

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

Section 5. Cancellation of Leaves of Absence. All discretionary leaves of absence designated in Section 4 shall be subject to the condition that the Appointing Authority may cancel the leave at any time and shall give written notice to the employee and the Commissioner, specifying a reasonable date of termination of the leave.

Section 6. Reinstatement from Leave of Absence. An employee granted a leave of absence shall be returned to employment at the expiration of the leave unless the position occupied prior to such leave has been abolished and no person of less seniority is employed at the facility in the same classification at the date of expiration of the leave.

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

Subject to paragraph 1 above, the return of an employee to employment prior to the expiration date of an extended leave shall be governed by the conditions set forth in Section 4H of this Article.

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

## ARTICLE XVIII

### VACATION LEAVE

Section 1. Allowances. Employees on an unlimited appointment, 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 20 years	7 1/2 working hours
After 20 through 25 years	8 working hours
After 25 through 30 years	8 1/2 working hours
After 30 years	9 working hours

Effective July 9, 1975, for purposes of determining changes in an employee's accrual rate, Length of Service shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one (1) full payroll period in duration. This method will be effective only after this date and shall not be used to change any Length of Service determined prior to that date.

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

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

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

An employee shall not utilize vacation during his/her first six (6) months of continuous service. Upon completion of six (6) months continuous service, the employee shall then accrue his/her vacation beginning from his/her date of hire.

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

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

Employees may accumulate unused vacation leave to a maximum of two hundred forty (240) hours.

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

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

Section 3. Vacation Usage.

- A. In the case of employees who work a scheduled academic year that is less than a full calendar year, vacation accruals shall be used by the employee during the following break periods: Christmas, Easter, and Thanksgiving. With the approval of the Appointing Authority, vacation days may be scheduled for the aforementioned employees during the normal academic year where teacher/pupil contact time is required. Unused vacation accrual shall normally be paid in cash at the end of the academic school year unless a carry-over is mutually agreed to by the Appointing Authority and the employee.
- B. If an employee becomes ill or disabled while on vacation leave, such leave shall be changed to sick leave effective the date of the illness or disability, upon notice to the employee's Appointing Authority and provided the vacation leave is applicable to scheduled hours of work.



- C. An employee who is separated from the state service by layoff, resignation, death, or otherwise, shall be paid for the number of hours of unused vacation leave accumulated to the employee's credit.
- D. An employee who is transferred or accepts employment under the jurisdiction of a new Appointing Authority, or in the unclassified service of the state, or an unclassified employee who transfers to the classified service, without interruption of service to the state shall be permitted to transfer accumulated unused vacation leave upon approval of the new Appointing Authority. Absent such approval, the employee shall receive payment for such unused vacation leave period.

## ARTICLE XIX

### SICK LEAVE

Section 1. Sick Leave Accrual. Employees on an unlimited basis shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire until nine-hundred (900) hours have been accrued. After nine-hundred (900) hours have been accrued and maintained, employees shall then accrue sick leave at the rate of two (2) hours per pay period.

Employees using leave under this Article shall have such sick leave first deducted from the nine hundred (900) hours accumulation. Employees having used sick leave and who fall below the nine hundred (900) hours accumulation shall again accrue sick leave at four (4) hours per payroll period until their accumulation again reaches nine hundred (900) hours. Use of the more than nine hundred (900) hour bank shall be subject to the provisions of this Article.

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

### Section 2. Utilization.

- A. Illness. Any employee shall be granted sick leave with pay, not to exceed the employee's current sick leave accumulation, for absences, necessitated by reason of illness or medical disabilities, by necessity for medical or dental care; by exposure to a contagious disease so that his/her attendance on duty may endanger the health of other employees or the public; by illness of his/her spouse, minor children, wards, or parent and spouse's parent living in the household of the employee; by illness of his/her spouse, minor children, wards, or parent and spouse's parent not living in the same household, up to a cumulative maximum of five (5) working days per fiscal year, for such periods as his/her attendance shall be necessary. A pregnant employee may also use sick leave during the period of time that her doctor certifies that she is unable to work because of the pregnancy.
- B. Child Securement. Up to three (3) days of sick leave may be granted for birth or adoption of a child.

Section 3. Sick Leave Request. Whenever possible, employees must submit their request for sick leave to their immediate supervisor in advance of the absence. When an employee cannot obtain advance approval of his/her absence, it shall be his/her responsibility to notify his/her supervisor by telephone

or other means as soon as possible, after his/her normal reporting time. Supervisors shall be required to answer all requests for sick leave promptly.

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

## ARTICLE XX

### HOLIDAYS

Section 1. Eligibility. Employees on an unlimited appointment shall receive the following paid holidays. To be eligible, an employee must be in payroll status on the normal workday immediately preceding and the normal workday immediately following the holiday(s). However, unlimited intermittent employees must work the normal workday immediately before and immediately after the holiday.

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

New Year's Day  
\*President's Birthday  
Memorial Day  
Independence Day  
Labor Day  
\*Christopher Columbus Day  
\*Veteran's Day  
Thanksgiving Day  
Christmas Day  
One Floating Holiday  
Martin Luther King's Birthday (1986)

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

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

Section 4. Minnesota Academy for the Deaf and Minnesota Academy for the Blind. Employees will not normally be scheduled to work on the listed holidays 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 change.

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

## ARTICLE XXI

### INSURANCE

Section 1. Paid Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment - Principal Sum</u>
0 - \$10,000	\$10,000	\$10,000
\$10,001 - \$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
over \$35,000	\$40,000	\$40,000

An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Up to \$105,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. The Employer shall also make available dependent coverage of \$3,000 for each dependent and optional life insurance for the spouse of the employee to a maximum coverage equal to the total state group life insurance coverage maintained by the employee. Such additional optional insurance for the spouse must be purchased in increments established by the Employer.

### Section 2. Health Insurance.

#### A. Employer Contribution:

1. The Employer agrees to offer during the life of this Agreement, Group Life, Health, Surgical, Medical and Hospital benefits, and Dental benefits equivalent to those in existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this Article. However, benefits under any particular

Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

2. For the period July 1, 1985 through October 1, 1985 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1985.
3. Employee Coverage. Effective October 2, 1985, the Employer shall contribute toward the cost of employee health coverage an amount equal to the total monthly employee-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.
4. Dependent Coverage. Effective October 2, 1985, the Employer shall contribute toward the cost of dependent health coverage an amount equal to the total monthly dependent-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.

B. Coverage Options. Eligible employees may select coverage under any one of the Health Maintenance Organizations, a fee-for-service health plan, a Preferred Provider Organization or any other plan offered by the Employer.

Effective October 2, 1985 the fee-for-service plan shall pay as follows:

In-Patient Hospital Services: After an annual deductible of \$100 per employee or \$200 per family, 80% of the first \$3,000 of allowable charges or \$600 out-of-pocket cost per individual, with a maximum of \$1,200 out-of-pocket cost per family, and 100% of the remainder occurring in the calendar year. Diagnostic lab and x-ray services are reimbursed at 100% with no deductible when provided as an in-patient hospital case.

Out-Patient Hospital, Surgery Center and Home Health Agency Services:

Hospital Out-Patient:

100% of all allowable charges except for:

- Non-emergency visits. 80% of costs will be reimbursed.
- Lab tests and x-rays for reasons other than medical emergency, injury or preadmission tests. 80% of costs will be reimbursed.
- Chemical dependency. Chemical dependency care will be reimbursed 100% up to 130 hours of treatment per calendar year.
- Mental illness care. 80% of \$750 per calendar year of mental illness care will be reimbursed.

Ambulatory Surgery Centers:

100% of all allowable charges.

### Home Health Agencies:

With prior authorization, 100% of home health care to a maximum of \$5,000 per calendar year will be reimbursed.

### Health Services of Health Care:

#### Professionals:

- AWARE Gold physician, chiropractor, podiatrist or optometrist: 100% of all allowable charges. "Allowable Charges" include but are not limited to:

physical examinations  
well-child care  
doctor visits  
professional surgery fees  
eye examinations  
pregnancy-related care

Diagnostic lab and x-ray services are reimbursed 100% with no deductible when provided by an AWARE Gold professional.

- AWARE professionals: 80% of the first \$3,000 and 100% thereafter of usual and customary charges after a deductible of \$100. Diagnostic lab and x-ray services are reimbursed 80% after a \$100 deductible when provided by an AWARE professional.
- Non-AWARE professionals: Same as for AWARE providers, except employee is responsible for any charges in excess of usual and customary. Diagnostic lab and x-ray services are reimbursed 80% after a \$100 deductible when provided by a non-AWARE professional.

### Other Covered Health Services:

Drugs - Covered 100% after a co-payment of \$4.50 per prescription.  
Supplies - Reimbursed 80% with no deductible.  
Ambulance - Reimbursed 80% with no deductible.

Maximum lifetime benefits to \$1,000,000.

### Section 3. Employer Contribution for Dental Insurance.

- Employee Coverage. Effective October 2, 1985, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the monthly premium of the dental carrier covering the employee toward the cost for employee dental coverage.
- Dependent Coverage. Effective October 2, 1985, the Employer shall contribute the lesser of one-half (1/2) the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost for dependent dental coverage.

Eligible employees may select coverage under a fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer.

Section 4. Optional Insurance. The Employer shall continue to make available all existing optional insurance coverages.

Section 5. Group Premium for Early Retirement. Employees who retire from State service prior to age 65 and who are entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate, at the employee's expense, in the group hospital, medical, and dental benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 6. Open Enrollment. There shall be an open enrollment period for the coverages available under Section 2 above during each year of this Agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on or before September 1 of each year. For employees retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement.

Changes in coverages made during the retirement open enrollment period shall become effective at the beginning of the payroll period nearest to October 1 in each year or on the first day of the first full payroll period following the employee's retirement.

There shall be an open enrollment period for the coverages provided under Section 3 above during the first year of the Agreement, lasting a minimum of thirty (30) calendar days, commencing on or before September 1, 1985.

Section 7. Insurance Coverage for Employees on Layoff. All eligible employees with three (3) years or more of continuous service who have been laid off shall continue to be eligible to receive the benefits provided under this Article for a period of six (6) months from the date of layoff. Such employees shall have the option to continue to participate in the group insurance programs for an additional twelve (12) months at their own expense at the group premium rates.

Section 8. Eligibility. To be eligible for the benefits provided for in this Article, an employee must: 1) be scheduled to work at least 40 hours weekly for a period of 9 months or more in any 12 consecutive months, or 2) be scheduled to work at least 30 hours per week for a 12 consecutive month period.

It is understood that employees of the Minnesota Academy for the Deaf and the Minnesota Academy for the Blind who work at least three-quarter time for the nine month academic year shall be eligible for state paid insurance benefits.

Part-time or seasonal employees who do not meet the requirement set forth above may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a fifty percent (50%) time basis.

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

Benefits shall become effective on the first day of the first payroll period beginning on or after the 28th calendar day following the first day of employment, re-employment or rehire with the State.

An employee must be actively at work on the effective date of coverage except that an employee who is on paid leave on the date State paid life insurance benefits increase shall also be entitled to the increased life insurance coverage.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. This also applies to any optional coverages. In no event shall the dependents' coverage become effective before the employee's coverage.

Benefits provided under this Article shall continue as long as an employee meets these eligibility requirements and appears on a State payroll for at least one (1) working day during each payroll period or is off the State payroll due to work related injury or disability and is either receiving Workers' Compensation payments or is using disability leave as provided in Article XVII. Vacation leave, compensatory time, and sick leave cannot be used for the purpose of continuing State paid insurance by keeping an employee on a State payroll for one working day per pay period during the time the employee is on an unpaid leave of absence.

Section 9. Corrections Early Retirement Incentive. Any employee who attains the age of fifty-five (55) years after the effective date and before the expiration date of the contract and who is covered by the Corrections Early Retirement Plan may opt during the pay period in which his/her fifty-fifth (55th) birthday occurs to take advantage of the Early Retirement Incentive.

These employees shall receive the State-paid portion of medical and dental insurance benefits for themselves and their dependents until the employees attain the age of sixty-five (65). Employees exercising this option must be eligible for insurance coverage under the provisions of this Article, but shall be provided with medical and dental insurance coverage which the employee was entitled to at the time of retirement, subject to any changes in coverage in accordance with this or any subsequent agreement.

Receipt of Early Retirement Insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State paid portion of the insurance premium.

## ARTICLE XXII

### INJURED ON DUTY

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

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

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

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

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

## ARTICLE XXIII

### SALARIES

Section 1. Salary Schedules. The salary schedules are set forth in the following Appendices:

- Appendix D - Salary Schedule effective 7-1-85
- Appendix E - Salary Schedule effective 1-8-86
- Appendix F - Salary Schedule effective 7-1-87

Employees who have separated from State service from July 1, 1985, through the effective date of ratification of this Agreement by the Legislature shall be eligible for retroactive wages upon written request to the Department of Employee Relations submitted no later than March 7, 1986. The parties agree that the Employer is under no obligation to contact separated former employees under this provision.

Section 2. Conversion. Effective July 1, 1985, all employees shall be assigned to the same relative salary step within the salary range for their respective lane.

Section 3. Shift Differential. Effective July 1, 1985, the shift differential for employees working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be thirty-five cents (\$.35) per hour for such hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Section 4. Step Progression. Annual step increases shall be awarded beginning with the payroll period nearest the employee's anniversary date contingent upon satisfactory service as determined by the Performance Review, Article XI.



Section 5. Lane Changes. Lane changes shall be effective the beginning of the first payroll period following the submission of documentary evidence of advanced training by the employee. However, for employees who apply for a lane change to 6A or 6V on the basis of a BA or BS degree and a valid Minnesota Teacher's License plus 60 additional credits or a Five Year Vocational Instructor's License plus 45 additional credits respectively, and who submit documentary evidence of advanced training prior to March 7, 1986, the lane change shall be effective July 1, 1985. These adjustments do not affect the anniversary date for determining annual salary adjustments.

When requesting a lane change, the employee agrees to note, on the lane change request form, under which criterion or criteria listed in Section 6, Subdivision A (1) and/or (2) of this Article such request is being made. The Appointing Authority agrees to respond in a timely manner to an employee's request for a lane change and, when such request is denied, to inform the employee, on the lane change request form, the reason(s) for such denial. The form for lane change requests is found in Appendix G.

Section 6. 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 an MA or MS degree or Fifth Year Program, satisfy relicensure 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.
- 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."
- 3) Vocational Teachers applying for lanes 4V, 5V, and 6V must have earned their credits subsequent to 7-1-73.

Subd. B. Credit Approval. Credit approval, when required, must be obtained by using the form provided in Appendix G of this Agreement. When requesting credit approval, the employee must note on the above mentioned form under which criterion or criteria listed in Section 6, Subdivision A (1) and/or (2) above such request is being made. The Appointing Authority agrees to respond in a timely manner to an employee's request for credit approval and, when such request is denied, to inform the employee, on the credit approval form, the reason(s) for such denial.

Subd. C. Fifth Year Program. A Fifth Year Program is construed to mean completion (degree or certificate) of a recognized program from an accredited college or university.

Subd. D. Credit Documentation. Satisfactory completion of a college class must be documented with a college grade report, college transcript or the form provided in Appendix I of this Agreement.

Subd. E. Placement on Salary Schedule. The requirements for placement on each salary lane of the salary schedules are as follows:

1. Lane 1A: Less than a Bachelor's degree, or without a valid Minnesota Teacher's License.
2. Lane 1V: Without a valid Minnesota Vocational Instructor's License.
3. Lane 2A: A BA or BS degree and a valid Minnesota Teacher's License.
4. Lane 2V: A valid Minnesota Vocational Instructor's License.
5. Lane 3A: A BA or BS and a valid Minnesota Teacher's License plus 15 additional credits.
6. Lane 3V: A Five Year Vocational Instructor's License.
7. Lane 4A: A BA or BS degree and a valid Minnesota Teacher's License plus 30 additional credits.
8. Lane 4V: A Five Year Vocational Instructor's License plus 15 additional credits.
9. Lane 5A: A BA or BS degree and a valid Minnesota Teacher's License plus 45 additional credits.
10. Lane 5V: A Five Year Vocational Instructor's License plus 30 additional credits.
11. Lane 6A: An 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 60 additional credits.
12. Lane 6V: A Five Year Vocational Instructor's License plus 45 additional credits.
13. Lane 7: An MA or MS degree and a valid Minnesota Teacher's License plus 15 additional graduate credits.
14. Lane 8: An MA or MS degree and a valid Minnesota Teacher's License plus 30 additional graduate credits.

Section 7. Valid License. Employees are responsible for maintaining a valid Minnesota License on file with the Department of Employee Relations. If this provision is not met, the employee's salary will be reduced to the comparable step in salary lane 1A or 1V, whichever is applicable, where such salary will be paid until such time as verification of licensure is received.

Section 8. Step Placement. An employee shall be granted a step placement credit for each year of prior teaching or related experience up to the sixth step. Additionally, a vocational teacher shall be granted a step placement credit for every two years of related work experience up to the sixth step. Additional step placement credit may be granted at the discretion of the Appointing Authority.

## ARTICLE XXIV

### EXTRA-CURRICULAR ASSIGNMENTS

Section 1. Application. This Article shall apply only to the Minnesota Academy for the Deaf and the Minnesota Academy for the Blind.

Section 2. Assignments. Assignments to extra-curricular activities that are in addition to the normal teaching schedule shall first be made from volunteers within the institution who are associated with the activity. In case the required number of such teachers has not been met with volunteers, the Appointing Authority shall have the right to assign such activity based on inverse seniority among those in the institution who are qualified and associated with the activity. The Appointing Authority retains the right to discontinue any of the above programs and to fill or not fill any vacancies.

### Section 3. Extra-Curricular Salary Schedule.

	<u>Pay Per Academic Season (Effective July 1, 1985)</u>	<u>Pay Per Academic Season (Effective July 1, 1986)</u>
Athletic Director	1,575.00	1,638.00
Assistant Athletic Director	525.00	546.00
Varsity Head Coaches*	1,260.00	1,310.00
Varsity Assistant Coaches*	892.50	928.20
"C" Team Head Coaches*	630.00	655.20
"C" Team Assistant Coaches*	525.00	546.00
Sponsor Varsity Cheerleaders	682.50	709.80
Sponsor "C" Team Cheerleaders	472.50	491.40
Sponsor Senior Class	367.50	382.20
Sponsor Junior Class	315.00	327.60
Sponsor Sophomore Class	210.00	218.40
Director Yearbook Printing	315.00	327.60
"Companion" Editor	315.00	327.60
Drama Head	735.00	764.40
Drama Assistant	420.00	436.80
Junior National Association for Deaf	315.00	327.60
Activity Sponsors (for other than listed, school sponsored, competitive events. Broomball, beepball, etc.)		
Home Events	10.50/hr.**	10.90/hr.
Away Events	105.00/day***	109.20/day
Other Workers (scorers, times, etc.)	5.25/hr.	5.50/hr.

\* For football, basketball, volleyball, track, wrestling and swimming.

\*\* For hours beyond the normal work day.

\*\*\* Saturdays and Sundays.

### ARTICLE XXV

#### EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty-seven (27) cents per mile for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of twenty-one (21) cents per mile on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may

require an employee to use the State car to conduct authorized State business. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of thirty-eight (38) 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 twelve (12) 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 thirty-eight (38) cents and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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

Section 4. Overnight Travel. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$10.00 per week for laundry and dry cleaning for each week after the first week.

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

A. Breakfast.

Breakfast reimbursements may be claimed only if the employee is on assignment away from his/her home station in a travel status overnight or departs from home in an assigned travel status before 6:00 A.M.

B. Noon Meal.

For employees stationed outside the seven (7) county metropolitan area the following shall apply: Lunch reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period.

For employees stationed in the seven (7) county metropolitan area the following shall apply: Employees shall not be reimbursed for noon meals obtained in the seven (7) county metropolitan area except when authorized by the Appointing Authority as a special expense prior to incurring such expense.

C. Dinner.

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

D. Reimbursement Amount.

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

Breakfast	\$ 6.00
Lunch	\$ 7.00
Dinner	\$12.00

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. 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 reimburse each employee in the bargaining unit for membership dues paid to one professional organization related to the employee's job, up to a maximum of fifty dollars (\$50.00) each fiscal year, provided the Appointing Authority determines that such funds are available. However, the Appointing Authority will not reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of employees with the Employer.

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

## ARTICLE XXVI

### RELOCATION ALLOWANCES

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

When an employee must change residence as a condition of employment, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accordance with the provisions of the Article. Employees who are reassigned or transferred to vacant positions in the bargaining unit due to the abolishment of a position, removal to a new location, or removal to another State agency of all or a major portion of the operations of their Appointing Authority, shall receive relocation expenses in accord with the provisions of this Article.

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

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

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

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

- A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.
- B. Realtor's Fees. Realtor's fees for the sale of the employee's domicile, not to exceed 5,000, shall be paid by the Appointing Authority.
- C. Moving Expenses. The Appointing Authority shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of 550.00 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 reasonable transportation costs of the employee's family to the new work location at the time the move is made

including meals and lodging (such expenses shall be consistent with the provisions of Article XXV (Expense Allowances)), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

## ARTICLE XXVII

### SEVERANCE PAY

Section 1. Severance Pay. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service. Employees with less than twenty (20) years continuous State service shall receive severance pay upon mandatory retirement or retirement at or after age sixty-five (65); death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State service and who are immediately entitled, at the time of retirement, to receive an annuity under a State Retirement Program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Effective July 1, 1981, severance pay shall be based on the employee's regular rate of pay at the time of separation as follows:

- A. 40% of the employee's accumulated but unused sick leave to a maximum of 900 hours. If necessary, accumulated but unused sick leave bank hours will be added to the sick leave balance to attain the 900 hour maximum; plus
- B. 25% of the balance of any accumulated and unused sick leave bank hours.

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

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

## ARTICLE XXVIII

### 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 XXIX

### 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 employees; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign employees; to transfer employees; to schedule working hours; to evaluate employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations that are uniformly applied and uniformly enforced; and to change or eliminate existing methods, equipment, or facilities. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## ARTICLE XXX

### JOB SAFETY

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

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

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

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



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

#### ARTICLE XXXI

##### STRIKES AND LOCK-OUTS

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

Section 2. No Strikes. The Association agrees that it will not promote or support any strike as defined in Minnesota Statutes 179A.01, Subdivision 6, except as provided in Minnesota Statutes 179A.18. Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

#### ARTICLE XXXII

##### 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 XXXIII

##### 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.

#### ARTICLE XXXIV

##### 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 day of June, 1987. This Agreement shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other, in writing, no later than August 15, that it desires to modify this Agreement. Negotiations concerning modifications of this Agreement shall commence after such notice has been given, but not later than November 1.

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.

Twenty-five (25) copies of this Agreement will be provided to the Association at the expense of the Employer within 30 days after the Agreement is signed. Upon request, additional copies of the Agreement will be provided at unit cost.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives this 30th day of January, 1985.

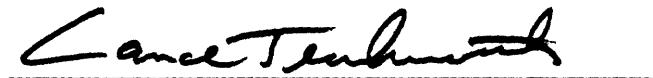
##### FOR THE ASSOCIATION

  
Fran O'Connell  
Negotiator

\_\_\_\_\_  
Judy Schaubach  
President

##### FOR THE EMPLOYER

  
Nina Rothchild, Commissioner  
Department of Employee Relations

  
Lance Teachworth  
State Labor Negotiator

  
Lynelle Wood  
Labor Relations Representative, Principal

# APPENDIX A-1

State of  
Minnesota

## PERFORMANCE REVIEW

PE 00072 03  
(12-84)

In compliance with Minnesota Statutes, Chapter 13.04, Subd. 2, we are informing you that the information collected through the use of this form will be used to document your performance on an annual basis. The information may be used in decisions concerning advancement, reassignment, future training needs, performance-related salary adjustments, and as evidence in contested disciplinary actions. It is legally required. Without it, there is no objective data on which to evaluate performance; therefore, no performance-based salary increases will be granted. This information is available to you, your supervisor, personnel director, and other employees in your agency whose job assignment requires access.

EMPLOYEE'S NAME		AGENCY/DIVISION	
CLASSIFICATION TITLE		WORKING TITLE (if different)	POSITION CONTROL NUMBER
APPRAISAL PERIOD	to	DATE PERFORMANCE INDICATORS ESTABLISHED	DATE REVIEWED WITH EMPLOYEE

**A. EVALUATION OF RESPONSIBILITIES** identified in the employee's position description. Rate each principal responsibility using the appropriate evaluation factors of quantity, quality and time. If a factor is not included in the employee's performance indicators or is inappropriate for measuring the employee's performance of a given responsibility, cross out that factor. Use the COMMENTS section to support and/or qualify your evaluation. Comment (justification) must be given when either "Below Standards" or "Greatly Exceeds Standards" is used.

RESP. or OBJ. No.	PRIORITY	% OF TIME	EVALUATION FACTORS (Use only those that are appropriate.)	LEVELS OF PERFORMANCE					COMMENTS
				Below Standards	Minimally Meets Standards	Fully Meets Standards	Exceeds Standards	Greatly Exceeds Standards	
			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	

**B. ADDITIONAL COMMENTS AND CONCERNS** to be considered in the performance review. Add anything that is relevant to the employee's performance not included in Section A.

**C. OVERALL PERFORMANCE LEVEL OF EMPLOYEE.** Check appropriate statement below. Consider all data in Sections A and B.

Performance is outstanding. The employee's achievements and contributions consistently exceed standards, expectations and requirements.

Performance is above expectations. The employee typically performs at a higher level than the job requires.

Performance is satisfactory. The employee meets job requirements and expectations.

Performance is marginal. The employee meets some, but not all job requirements and expectations. Improvement is necessary.

Performance is unsatisfactory. The employee does not meet job requirements and expectations. Substantial improvement is needed to justify retention in the position.

**D. POSITION DESCRIPTION REVIEW** is to be completed each year. Description should be revised if the position changes (need not be rewritten each year). The position description must be entirely rewritten every three years. A copy of the employee's revised or rewritten position description should be submitted to the agency's personnel office with a copy of the review form.

The current position description is:

- ☐ an accurate reflection of the current responsibilities and performance standards.
- ☐ revised to reflect changes in the position.
- ☐ rewritten because it is three years old.

**E. EMPLOYEE COMMENTS AND CONCERNS** (Employee is encouraged but not required to comment on appraisal and performance.)

**SIGNATURE OF RATER** (I have completed the above evaluation)

Date

**SIGNATURE OF EMPLOYEE** (I have read the above evaluation)

Date

**SIGNATURE OF RATER'S SUPERVISOR** (I have reviewed and concur with the above evaluation)

Date



## APPENDIX A-2

## Performance Appraisal

In compliance with Minnesota Statutes, Chapter 10.04, Subd. 2, we are informing you that the information collected through the use of this form will be used to document your performance on an annual basis. The information may be used in decisions concerning advancement, reassignment, future training needs, performance-related salary adjustments, and as evidence in contested disciplinary actions. It is legally required. Without it, there is no objective data on which to evaluate performance; therefore, no performance-based salary increases will be granted. This information is available to you, your supervisor, personnel director, and other employees in your agency where job assignment requires access.

EMPLOYEE'S NAME		DIVISION/Program	
CLASSIFICATION TITLE	APPRAISAL PERIOD	to	DATE REVIEWED WITH EMPLOYEE

## A Description of Performance

For each Objective from the employee's Annual Work Plan or for each Responsibility listed in the employee's Position Description, describe the employee's performance in terms of quantity, quality, time or other performance indicators.

Annual Wk. Pn. Obj. No.	P.D. Resp. No.	Percent of Time	Description
-------------------------------	----------------------	--------------------	-------------

## **B** Additional Comments and Concerns

to be considered in the performance appraisal. Add anything that is relevant to the employee's performance not included in Section A.

---

## **C** Overall Performance Level of Employee

Check appropriate statement below. Consider all data in Sections A and B.

☐ Performance is clearly outstanding in all phases of the position. The employee's achievements and contributions greatly exceed standards, expectations and requirements.

☐ Performance is superior. The employee consistently performs at a higher level than the job requires.

☐ Performance is satisfactory in all phases of the position. The employee meets all job requirements and expectations.

☐ Performance is adequate. The employee meets most of the job requirements and expectations, but needs improvement.

☐ Performance is unsatisfactory. The employee does not meet job requirements and expectations. Improvement is essential to justify retention in the position.

---

## **D** Position Description Review

is to be completed each year. Description should be reviewed annually and revised if the position changes (need not be rewritten each year). The position description must be entirely rewritten every three years. A copy of the employee's revised or rewritten description should be submitted to the agency's employee relations office with a copy of the review form.

The current position description is:

☐ an accurate reflection of the current responsibilities and performance standards.

☐ revised to reflect changes in the position.

☐ rewritten because it is three years old.

---

## **E**

This performance appraisal is the employee's (check only one):

☐ Annual Performance Appraisal or ☐ Probationary Period Appraisal

---

## **F** Employee Comments (optional)

---

## **G**

I have performed the above evaluation.

\_\_\_\_\_  
signature of employee's supervisor

\_\_\_\_\_  
date

I have read the above evaluation.

\_\_\_\_\_  
signature of employee

\_\_\_\_\_  
date

I have reviewed and concur  
with the above evaluation.

\_\_\_\_\_  
signature of supervisor's supervisor

\_\_\_\_\_  
date

Distribution: Employee; supervisor; personnel file

# APPENDIX B - VACATION

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

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

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9 1/2	0	0	0	0	0	0	0
At least 9 1/2, but less than 19 1/2	3/4	1	1-1/4	1-1/2	1-1/2	1-3/4	1-3/4
At least 19 1/2, but less than 29 1/2	1	1-1/4	1-3/4	2	2	2-1/4	2-1/4
At least 29 1/2, but less than 39 1/2	1-1/2	2	2-3/4	3	3	3-1/4	3-1/2
At least 39 1/2, but less than 49 1/2	2	2-1/2	3-1/2	3-3/4	4	4-1/4	4-1/2
At least 49 1/2, but less than 59 1/2	2-1/2	3-1/4	4-1/2	4-3/4	5	5-1/2	5-3/4
At least 59 1/2, but less than 69 1/2	3	3-3/4	5-1/4	5-3/4	6	6-1/2	6-3/4
At least 69 1/2, but less than 79 1/2	3-1/2	4-1/2	6-1/4	6-3/4	7	7-1/2	8
At least 79 1/2	4	5	7	7-1/2	8	8-1/2	9

### APPENDIX C - SICK LEAVE

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

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

Number of Hours Worked During Pay Period	Less than 900 Hours	900 Hours and Maintained
Less than 9 1/2	0	0
At least 9 1/2, but less than 19 1/2	3/4	1/4
At least 19 1/2, but less than 29 1/2	1	1/2
At least 29 1/2, but less than 39 1/2	1 1/2	3/4
At least 39 1/2, but less than 49 1/2	2	1
At least 49 1/2, but less than 59 1/2	2 1/2	1 1/4
At least 59 1/2, but less than 69 1/2	3	1 1/2
At least 69 1/2, but less than 79 1/2	3 1/2	1 3/4
At least 79 1/2	4	2



APPENDIX D  
SPECIAL TEACHER SALARY SCHEDULE  
Effective Date: July 1, 1985

Range	ACADEMIC ACHIEVEMENT	1	2	3	Steps 4	5	6	7	8	9	10	11	12	13
1A	Without a valid Minnesota Teacher's license.	1305 (7.50)	1349 (7.75)	1387 (7.97)	1430 (8.22)	1472 (8.46)	1512 (8.69)	1554 (8.93)	1599 (9.19)	1639 (9.42)	1681 (9.66)	1719 (9.88)	1764 (10.14)	
1V	Without a valid Minnesota Vocational Instructor's license.	1592 (9.15)	1650 (9.48)	1710 (9.83)	1771 (10.18)	1830 (10.52)	1888 (10.85)							
2A	BA/BS plus a valid Minnesota Teacher's license.													
2V	Valid Minnesota Vocational Instructor's license.	1717 (9.87)	1804 (10.37)	1895 (10.89)	1985 (11.41)	2074 (11.92)	2163 (12.43)	2253 (12.95)	2340 (13.45)	2433 (13.98)	2521 (14.49)	2612 (15.01)	2699 (15.51)	
3A	BA and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	1804 (10.37)	1895 (10.89)	1985 (11.41)	2074 (11.92)	2163 (12.43)	2253 (12.95)	2340 (13.45)	2433 (13.98)	2521 (14.49)	2612 (15.01)	2699 (15.51)	2791 (16.04)	
3V	Five Year Vocational Instructor's license.													
4A	BA/BS and 30 quarter credits (approved) plus a valid Minnesota Teacher's license.	1895 (10.89)	1985 (11.41)	2074 (11.92)	2163 (12.43)	2253 (12.95)	2340 (13.45)	2433 (13.98)	2521 (14.49)	2612 (15.01)	2699 (15.51)	2791 (16.04)	2880 (16.55)	
4V	Five Year Vocational Instructor's license plus 15 additional credits.													
5A	BA/BS and 45 quarter credits (approved) plus a valid Minnesota Teacher's license.	1985 (11.41)	2074 (11.92)	2163 (12.43)	2253 (12.95)	2340 (13.45)	2433 (13.98)	2521 (14.49)	2612 (15.01)	2699 (15.51)	2791 (16.04)	2880 (16.55)	2970 (17.07)	
5V	Five Year Vocational Instructor's license plus 30 additional credits.													
6A	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 60 quarter credits (approved) plus a valid Minnesota Teacher's license.	2074 (11.92)	2163 (12.43)	2253 (12.95)	2340 (13.45)	2433 (13.98)	2521 (14.49)	2612 (15.01)	2699 (15.51)	2791 (16.04)	2880 (16.55)	2970 (17.07)	3057 (17.57)	3148 (18.09)
6V	Five Year Vocational Instructor's license plus 45 additional credits.													
7	MA/MS and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	2163 (12.43)	2253 (12.95)	2340 (13.45)	2433 (13.98)	2521 (14.49)	2612 (15.01)	2699 (15.51)	2791 (16.04)	2880 (16.55)	2970 (17.07)	3057 (17.57)	3148 (18.09)	3238 (18.61)
8	MA/MS and 30 graduate quarter credits (approved) plus a valid Minnesota Teacher's license.	2253 (12.95)	2340 (13.45)	2433 (13.98)	2521 (14.49)	2612 (15.01)	2699 (15.51)	2791 (16.04)	2880 (16.55)	2970 (17.07)	3057 (17.57)	3148 (18.09)	3238 (18.61)	3329 (19.13)

APPENDIX E  
SPECIAL TEACHER SALARY SCHEDULE  
Effective Date: January 8, 1986

Range	ACADEMIC ACHIEVEMENT	1	2	3	Steps 4	5	6	7	8	9	10	11	12	13
1A	Without a valid Minnesota Teacher's license.	1324 (7.61)	1369 (7.87)	1408 (8.09)	1451 (8.34)	1495 (8.59)	1535 (8.82)	1576 (9.06)	1623 (9.33)	1663 (9.56)	1705 (9.80)	1745 (10.03)	1790 (10.29)	
1V	Without a valid Minnesota Vocational Instructor's license.	1616 (9.29)	1674 (9.62)	1737 (9.98)	1797 (10.33)	1858 (10.68)	1916 (11.01)							
2A	BA/BS plus a valid Minnesota Teacher's license.													
2V	Valid Minnesota Vocational Instructor's license.	1743 (10.02)	1832 (10.53)	1923 (11.05)	2015 (11.58)	2105 (12.10)	2196 (12.62)	2286 (13.14)	2375 (13.65)	2469 (14.19)	2560 (14.71)	2652 (15.24)	2739 (15.74)	
3A	BA and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	1832 (10.53)	1923 (11.05)	2015 (11.58)	2105 (12.10)	2196 (12.62)	2286 (13.14)	2375 (13.65)	2469 (14.19)	2560 (14.71)	2652 (15.24)	2739 (15.74)	2833 (16.28)	
3V	Five Year Vocational Instructor's license.													
4A	BA/BS and 30 quarter credits (approved) plus a valid Minnesota Teacher's license.	1923 (11.05)	2015 (11.58)	2105 (12.10)	2196 (12.62)	2286 (13.14)	2375 (13.65)	2469 (14.19)	2560 (14.71)	2652 (15.24)	2739 (15.74)	2833 (16.28)	2923 (16.80)	
4V	Five Year Vocational Instructor's license plus 15 additional credits.													
5A	BA/BS and 45 quarter credits (approved) plus a valid Minnesota Teacher's license.	2015 (11.58)	2105 (12.10)	2196 (12.62)	2286 (13.14)	2375 (13.65)	2469 (14.19)	2560 (14.71)	2652 (15.24)	2739 (15.74)	2833 (16.28)	2923 (16.80)	3015 (17.33)	
5V	Five Year Vocational Instructor's license plus 30 additional credits.													
6A	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 60 quarter credits (approved) plus a valid Minnesota Teacher's license.	2105 (12.10)	2196 (12.62)	2286 (13.14)	2375 (13.65)	2469 (14.19)	2560 (14.71)	2652 (15.24)	2739 (15.74)	2833 (16.28)	2923 (16.80)	3015 (17.33)	3102 (17.83)	3195 (18.36)
6V	Five Year Vocational Instructor's license plus 45 additional credits.													
7	MA/MS and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	2196 (12.62)	2286 (13.14)	2375 (13.65)	2469 (14.19)	2560 (14.71)	2652 (15.24)	2739 (15.74)	2833 (16.28)	2923 (16.80)	3015 (17.33)	3102 (17.83)	3195 (18.36)	3287 (18.89)
8	MA/MS and 30 graduate quarter credits (approved) plus a valid Minnesota Teacher's license.	2286 (13.14)	2375 (13.65)	2469 (14.19)	2560 (14.71)	2652 (15.24)	2739 (15.74)	2833 (16.28)	2923 (16.80)	3015 (17.33)	3102 (17.83)	3195 (18.36)	3287 (18.89)	3379 (19.42)

APPENDIX F  
SPECIAL TEACHER SALARY SCHEDULE  
Effective Date: July 1, 1986

Range	ACADEMIC ACHIEVEMENT	Steps										
		1	2	3	4	5	6	7	8	9	10	11
1A	Without a valid Minnesota Teacher's license.	1422 (8.17)	1465 (8.42)	1510 (8.68)	1550 (8.91)	1592 (9.15)	1639 (9.42)	1681 (9.66)	1723 (9.90)	1763 (10.13)	1808 (10.39)	
1V	Without a valid Minnesota Vocational Instructor's license.	1632 (9.38)	1691 (9.72)	1754 (10.08)	1815 (10.43)	1877 (10.79)	1935 (11.12)					
2A	BA/BS plus a valid Minnesota Teacher's license.	1942 (11.16)	2036 (11.70)	2126 (12.22)	2217 (12.74)	2309 (13.27)	2399 (13.79)	2493 (14.33)	2586 (14.86)	2676 (15.38)	2767 (15.90)	
2V	Valid Minnesota Vocational Instructor's license.											
3A	BA and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	2081 (11.96)	2172 (12.48)	2264 (13.01)	2354 (13.53)	2446 (14.06)	2539 (14.59)	2629 (15.11)	2721 (15.64)	2812 (16.16)	2904 (16.69)	
3V	Five Year Vocational Instructor's license.											
4A	BA/BS and 30 quarter credits (approved) plus a valid Minnesota Teacher's license.	2219 (12.75)	2309 (13.27)	2401 (13.80)	2492 (14.32)	2584 (14.85)	2676 (15.38)	2767 (15.90)	2859 (16.43)	2949 (16.95)	3042 (17.48)	
4V	Five Year Vocational Instructor's license plus 15 additional credits.											
5A	BA/BS and 45 quarter credits (approved) plus a valid Minnesota Teacher's license.	2354 (13.53)	2446 (14.06)	2539 (14.59)	2629 (15.11)	2721 (15.64)	2812 (16.16)	2904 (16.69)	2996 (17.22)	3087 (17.74)	3179 (18.27)	
5V	Five Year Vocational Instructor's license plus 30 additional credits.											
6A	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 60 quarter credits (approved) plus a valid Minnesota Teacher's license.	2446 (14.06)	2539 (14.59)	2629 (15.11)	2721 (15.64)	2812 (16.16)	2904 (16.69)	2996 (17.22)	3087 (17.74)	3179 (18.27)	3271 (18.80)	3362 (19.32)
6V	Five Year Vocational Instructor's license plus 45 additional credits.											
7	MA/MS and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	2539 (14.59)	2629 (15.11)	2721 (15.64)	2812 (16.16)	2904 (16.69)	2996 (17.22)	3087 (17.74)	3179 (18.27)	3271 (18.80)	3362 (19.32)	3454 (19.85)
8	MA/MS and 30 graduate quarter credits (approved) plus a valid Minnesota Teacher's license.	2629 (15.11)	2721 (15.64)	2812 (16.16)	2904 (16.69)	2996 (17.22)	3087 (17.74)	3179 (18.27)	3271 (18.80)	3362 (19.32)	3454 (19.85)	3544 (20.37)

APPENDIX F-1

Effective July 1, 1986, employees shall make the following step change.

6/30/85 Step

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13

7/1/86 Step

1  
1  
1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11

Such step changes shall not change an employee's anniversary date.

APPENDIX G  
REQUEST FOR LANE CHANGE

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

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

Courses to be applied for lane change and criterion or criteria under which request being made (refer to Article XXIII, Section 6, 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 \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Appointing Authority or Designee Date Approved

APPENDIX H  
REQUEST FOR APPROVAL OF CREDIT

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

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

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

Course or program and criterion or criteria under which request being made  
(refer to Article XXIII, Section 6, Subd. A(1) and/or (2)):

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

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

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

Number of Credits: \_\_\_\_\_

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 of  
Residential Schools Education Association.

\_\_\_\_\_  
Signature

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

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

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

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

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

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

APPENDIX I  
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 \_\_\_\_\_

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

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

APPENDIX J

BARGAINING UNIT PERSONNEL TRANSACTIONS

(Do not include employees working less than 14 hours/week or 100 days/year.)

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

For payroll period ending: \_\_\_\_\_

ADDITIONS TO BARGAINING UNIT

<u>SOCIAL</u> <u>SECURITY #</u>	<u>NAME:</u> <u>LAST,</u>	<u>FIRST,</u>	<u>M.I.</u>	<u>HOME ADDRESS</u>	<u>WORK LOCATION</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

DELETIONS FROM BARGAINING UNIT

<u>NAME:</u> <u>LAST,</u>	<u>FIRST,</u>	<u>M.I.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date