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LABOR AGREEMENT

between the

STATE OF MINNESOTA

and the

**STATE RESIDENTIAL SCHOOLS
EDUCATION ASSOCIATION**

Dates: July 1, 1997 to June 30, 1999

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ARTICLE 1 - PREAMBLE

This Agreement is made and entered into this 19th day of Dec., 1997, by and between the State Residential Schools Education Association, hereinafter referred to as the ASSOCIATION, and the State of Minnesota, hereinafter referred to as the EMPLOYER.

ARTICLE 2 - ASSOCIATION RECOGNITION

The Employer recognizes the Association as exclusive representative for all employees in the classifications included in the Professional State Residential Instructional Unit No. 15 by the Legislative Commission on Employee Relations or by Bureau determination who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, including the Arts Education Teacher classification, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179.A.01, et.seq.

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

ARTICLE 3 - ASSOCIATION RIGHTS

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

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

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

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

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

Section 6. Negotiations of Successor Agreements. The Association may select up to four (4) employee representatives, one each from the Minnesota Center for Arts Education, Corrections, Minnesota Academy for the Blind and Minnesota Academy for the Deaf, and Human Services, when possible, who shall be released from duty without loss of pay for such time as is necessary during regular working hours to participate in negotiation sessions with the Employer in the negotiation of a successor contract. The Association may select a reasonable number of employees who shall be released without pay to assist in negotiating a successor contract.

ARTICLE 4 - DUES DEDUCTIONS

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 the employees for whom deductions have been made and a statement itemizing the amount of remittance within fifteen (15) days following the end of each payroll period.

Section 4. Indemnity. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer, including individual Appointing Authorities, or 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 5 - NON-DISCRIMINATION

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

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

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

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

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

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

The provisions of this Section are not subject to the provisions of Article 16, Grievance Procedure, of this Agreement. Unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within the timeframe specified by law.

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

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

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

ARTICLE 6 - ACADEMIC FREEDOM

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

ARTICLE 7 - MEET AND CONFER

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

Section 2. State. At the request of either party, the Association and the affected 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 (4) representatives. Each party may submit items to be included on the agenda, which the Employer shall distribute to the affected parties at least one week prior to the meeting.

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

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

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

ARTICLE 8 - HOURS OF WORK

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

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

Section 3. Balancing. It is recognized that teachers are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal work day and/or payroll period. In these instances and with supervisory approval, teachers may balance hours of work in subsequent work days and/or up to eight (8) payroll periods, provided such time management system does not result in overtime payment or guarantee hour-for-hour time off for extra hours worked.

Section 4. Work Schedule and Calendar. The Appointing Authority shall post a written work schedule reflecting the normal hours of work and days of work in each institution after consultation with Association representatives and consideration of their desires. Proposed changes in the established schedule of work hours or days shall first be discussed with Association representatives. Any changes in work schedules or calendar shall be preceded by a fourteen (14) calendar day written notice to the affected employees. In emergency situations, as determined by the Appointing Authority, the Appointing Authority shall comply with the provisions of this Section insofar as reasonably possible.

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

Section 5. Overtime. Teachers who are assigned to a special project that is in addition to their normal duties or workloads and upon having received advanced written approval shall be compensated at the rate of straight time for the hours worked on the special project, and shall not be compensated at a time and one-half (1 1/2) rate under any provision of this Agreement. Upon mutual agreement of the parties, this section shall be eliminated at the conclusion of the 1997-99 contract term.

Section 6. Compensatory Bank. Each Appointing Authority may establish a compensatory bank for the payment of overtime. The rules governing the use and liquidation of such bank, if established, shall be developed by the Appointing Authority. The Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at any given time provided that the amount is not less than forty (40) hours. The employee shall be allowed to choose cash or compensatory time each payroll period. Should an employee fail to indicate cash or compensatory time, the decision shall be at the option of the Appointing Authority. Accrued compensatory time need not be used in the payroll period during which it is earned. Upon mutual agreement of the parties, this section shall be eliminated at the conclusion of the 1997-99 contract term.

Section 7. Pilot Program. During the 1997-99 term of this Collective Bargaining Agreement, each Appointing Authority shall establish a pilot program to examine planning days. Upon mutual agreement, each teacher shall be provided with not less than three (3) planning days during each fiscal year as part of the Planning Day Pilot Program. This pilot program expires on June 30, 1999.

ARTICLE 9 - 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 Children, Families and Learning.

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 10 - PROFESSIONAL DEVELOPMENT

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

Section 2. Required In-Service Education. It is recognized that in-service education may be necessary to meet the ever-changing goals and clientele of the institutions. Consequently, employees who may be required by the Appointing Authority to participate in in-service programs and who are released from their work assignments to attend special training courses shall lose no basic straight-time pay for such normal work hours and shall be allowed compensatory time-off for such time accrued beyond the eight (8) hour day spent in actual participation in such programs. Actual participation includes reasonable and necessary travel time, if any, between the location of the employee's work assignment and the location of the in-service program. Expenses incurred by the employee shall be reimbursed in accordance with Article 24, Expense Allowance.

Section 3. 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 and are pre-approved. Application for such release time shall be made at least thirty (30) calendar days in advance and the Appointing Authority shall respond in writing to the application within ten (10) days of its receipt; however, these timelines may be waived by mutual agreement between the teacher and the Appointing Authority. The denial of the application by the Appointing Authority may be appealed by the teacher to a committee comprised of management and teacher representatives. The final decision by such committee shall be advisory only.

Expense reimbursement shall be at the discretion of the Appointing Authority, in accordance with Article 24, Expense Allowance.

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

ARTICLE 11 - PERFORMANCE REVIEW

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

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

Section 3. Format.

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

ARTICLE 12 - PROBATIONARY PERIOD

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

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

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 15.

Accordingly, probationary employees who are terminated shall not have access to the arbitration step of the Grievance Procedure set forth in Article 16.

ARTICLE 13 - 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 14, Section 5, Recall, the Appointing Authority shall give consideration to all timely applications for voluntary transfer before permanently filling any new or vacant positions.

Each Appointing Authority which determines to fill a teacher vacancy shall mail a copy of its vacancy to all other Appointing Authorities' Personnel Offices where teachers are employed, and it shall be posted on the Local Association Bulletin Board. For purposes of this section, the Association shall provide each appropriate Appointing Authority with a list of the locations where vacancy notices will be mailed. The Association may update the list as necessary.

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

- B. The Appointing Authority shall have the right to fill vacant or new positions on a temporary basis pending completion of the application process.
- C. When the Appointing Authority determines to fill a part-time position, any current part-time employee in that seniority unit who is determined to be qualified by the Appointing Authority, shall, at his/her request, be granted an interview. At its sole designation, the Appointing Authority may grant the additional hours to the part-time employee so long as the employee's total hours do not exceed a full-time position.

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 or qualified where no licensure exists and has greater seniority than the employee to be reassigned. Whenever possible, the Appointing Authority will give reasonable notice prior to the reassignment.

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

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

ARTICLE 14 - 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. An employee who serves an emergency appointment and receives a probationary appointment to that position shall have seniority credited to the beginning of the emergency appointment provided there was no break in service between the appointments. Continuous service shall include that service on provisional, temporary or unclassified appointments.
- B. Seniority shall apply to all subject areas in which the employee is licensed as required by the State of Minnesota, and to all subject areas for which the employee is qualified 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, DRS Education Services, DHS Educational Consultant Services and School District homebound programs.

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 or area of assignment 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. Each seniority list shall include the criteria for seniority in that subject area, and a list of all areas of licensure held by each employee on the list. Each list shall also indicate whether or not the employee meets the criteria for seniority and is currently assigned to teach in the subject area. An employee assigned to a subject who does not meet the criteria for seniority shall appear on the list following the names of all qualified employees assigned to that subject area. The seniority list shall be completed in a format as found in Appendix O. 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, permanent employee, a layoff occurs when his/her hours of work are reduced for a period longer than ten (10) consecutive working days. In addition any reduction in hours of a part-time, permanent employee, except for intermittents, which would place the employee outside the bargaining unit shall constitute a layoff.
- B. If the Appointing Authority determines that a layoff is to occur, the Appointing Authority will make every effort to execute the layoff date in a timely manner that would allow the employee to seek employment in another educational system.
- C. The Appointing Authority shall provide the Association with an opportunity to meet and confer prior to issuing notices of layoff.
- D. 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.
- E. The employee with the least seniority in and assigned to 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, less senior 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 who is assigned to a subject area in which the bumping employee has seniority.

2. If the employee has seniority in the same or other subject area(s), he/she may bump (displace) the least senior employee with a different employment condition who is assigned to a subject area in which the bumping employee has seniority.
- F. A more senior employee may be laid off out of seniority order upon their request and with the approval of the Appointing Authority.
 - G. The Appointing Authority shall notify the employee and the officially designated Association representative at least thirty (30) working days whenever practicable, but at least twenty (21) days prior to the effective date of the layoff.
 - H. If two employees have the same amount of seniority, the tie shall be broken in order to the following criteria:
 1. Total number of years of teaching experience with the State of Minnesota.
 2. Total number of years of formal teaching experience as documented by the employee's retirement plan credit.
 3. Highest advanced education related degree.
 4. Number of college credits earned beyond the highest degree. Such credits must meet the requirements contained in Article 23, Section 6, subd. A1 of this agreement.
 5. Number of areas of licensure on current teaching license.
 6. Total number of years of state seniority.
 7. Lowest teaching license file folder number.

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, or qualified in areas where no licensure exists, 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, or qualified in areas where no licensure exists, in the subject matter(s) in which the vacancy occurred, the employee with the most seniority on the combined layoff list who is licensed, or qualified in areas where no licensure exists, 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, or qualified in areas where no licensure exists, 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.

Section 7. Labor Management Cooperation. When an Appointing Authority initiates a planning process or management study which is anticipated to result in layoff, the Appointing Authority will meet and confer with the Association during the decision planning phase and again during the implementation planning phase. The Appointing Authority and the Association shall enter into negotiations regarding a Memorandum of Understanding upon the request of either party to modify this Agreement regarding the implementation plans which shall include, but are not limited to, the following:

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

ARTICLE 15 - DISCIPLINE

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. The Appointing Authority may discipline an employee before such notification is given if the employee's continuation in the worksite would impede the ensuing investigation or otherwise threaten the health or safety of the employee or others. The Appointing Authority shall provide the employee with such notification within one work day thereafter, exclusive of Saturdays, Sundays and holidays.

Section 3. Procedure for Discharge of Permanent Employees. The Appointing Authority shall not discharge a permanent, classified employee without just cause. If the Appointing Authority believes there is just cause for discharge, the employee and the Association shall be notified in writing that the employee is to be discharged and shall be furnished with the reason(s) therefore, and the effective date of the discharge. The employee shall be given an opportunity to hear an explanation of the evidence, if requested, against him/her, to present his/her side of the story and is entitled to Association representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee, unless the employee and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in pay status shall apply.

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 four (4) years from the employee's permanent personnel file provided that no further disciplinary action has been taken.

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

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

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

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. Upon request of an employee who is the subject of an investigation, the Appointing Authority shall inform the employee whether the status of the investigation is active or is no longer active.

Section 6. Investigatory Leave. The Appointing Authority/designee may place an employee who is the subject of a disciplinary investigation on an investigatory leave with pay, provided a reasonable basis exists to warrant such leave.

ARTICLE 16 - 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.

Mediation. The Appointing Authority and the Association may mutually agree to mediate the grievance at any of the steps listed below. The costs of the mediation shall be shared equally between the parties.

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 shall arrange a meeting with the grievant(s) and/or Association representative and endeavor to mutually resolve the grievance. Within ten (10) days of the meeting of the parties, the Chief Executive Officer or designee shall serve a written answer to the grievance upon the grievant(s) and Association.

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 appeal 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 arrange a meeting with the grievant(s) and/or the Association representative and endeavor to mutually resolve the grievance. Within ten (10) days of the meeting of the parties, the 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 3 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 at least five (5) potential arbitrators. The parties shall alternately strike names

from the list of 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. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record, and the other party may then obtain a copy at the cost prescribed by the transcriber or his/her service agreement, whichever is less.

Section 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. The arbitrator shall submit his/her decision in writing within thirty 30 calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

Section 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, however, paid time to process first and second step grievances shall not include travel time.

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 17 - 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. Statutory Leave. Leaves provided by MN Statute are contained in Appendix N.

Section 4. 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 an action involving the Federal Government, the State of Minnesota, or a political subdivision thereof, in response to a subpoena or other direction of proper authority when such leave request is for job-related purposes. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. However, an employee shall not be granted leave with pay for an employee or Association initiated lawsuit against the State.
- C. **Jury Duty Leave.** Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular base rate of pay. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. 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.

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

- E. **Sabbatical Leave.** The purpose of sabbatical leaves is to give employees the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their teaching assignments within the bargaining unit. Such leaves may be granted if the following criteria are met:
1. The employee has served on a full-time basis for six (6) or more consecutive academic years.
 2. The employee has submitted a plan for the sabbatical leave which is designed to serve the purpose described above.
 3. The Appointing Authority has determined that funds are available for this purpose and that staffing needs of the facility/institution can be met.
 4. The number of sabbaticals approved for an institution does not exceed five percent (5%) of the number of full-time equivalent employee positions allocated to the institution for that year, or one (1), whichever is greater.

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

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

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

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

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

- F. **Bereavement Leave.** The 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.
- G. **Natural Disaster or Catastrophe Leave.** In the event of a local disaster, leave shall be granted to bonafide members of emergency operations organizations, such as Red Cross Disaster Teams, Volunteer Fire Departments, Police Reserves, and Civil Defense agencies during the critical phases of the disaster. However, an Appointing Authority may deny such leave if an emergency situation exists at the facility and the employee's services are needed. Additionally, it is agreed that the Employer is not liable for workers' compensation claims arising out of the activities of employees using leave under this provision. Employees shall receive their regular rate of pay but shall remit to their Appointing Authority fees/amounts received for services rendered for any particular emergency call out.
- H. **Teachers' Convention Leave.** NOTE: Reference to this leave has been moved to Article 10.
- I. **Blood Donation Leave.** Leave shall be granted to employees to donate blood at any Appointing Authority locally endorsed program.
- J. **Personal Leave.** During the first six (6) months of employment with the State of Minnesota, a teacher shall have sixteen (16) hours of personal leave. The use of such leave must have prior approval of the Appointing Authority before it can be used.
- K. **Transition Leave.** At the Appointing Authority's discretion, an employee under notice of permanent layoff may continue in payroll status for up to two (2) calendar weeks of paid leave, ending at the date of layoff.

Section 5. 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 five (5) years plus such additional time as the employee may be required to serve pursuant to law. Leave time for service in the military shall be considered as paid leave for purposes of vacation leave and sick leave accrual.
- 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.**
1. **Employee Requested.** Leave of absence for the duration of the disability for a period up to six (6) consecutive months shall be granted to any permanent employee who, as a result of an extended illness or injury including pregnancy or childbirth related disabilities, has exhausted his/her accumulation of sick leave. Upon the request of such employees, such leave may be extended up to a total maximum of one (1) year. In all cases a physician's statement indicating diagnosis, prognosis and estimated length of disability is required before such leave is granted.
 2. **Appointing Authority Initiated.** If the Appointing Authority has reasonable cause to believe that a permanent employee is unfit or unable to perform the duties of his/her position as a result of disability, injury or illness, after consultation with the Association, the employee may be placed on a leave of absence for a period not to exceed six (6) months in duration. An employee on this leave may use his/her accumulated sick or vacation leave and may continue participation in the group insurance program in accordance with the terms in Article 21, Section 8.

Such leave may not be initiated unless the Appointing Authority has offered the employee the opportunity to participate in the Employee Assistance Program or another rehabilitation program and only after an evaluation by a private medical practitioner.

The selection of a private medical practitioner shall be mutually agreed upon between the Appointing Authority and the Association. If the parties are unable to mutually agree, the Appointing Authority shall be free to send the employee to a private medical practitioner of the Appointing Authority's choosing. This evaluation shall be at no cost to the employee.

The Appointing Authority agrees that it will limit documentation related to this examination in an employee's personnel file to the practitioner's medical conclusion as to whether that employee is fit for duty. The Appointing Authority agrees to maintain the information noted above in strict confidentiality unless it becomes the subject of a grievance.

In the event of a grievance arising from an Appointing Authority's determination of an employee's fitness to perform his/her job, where a medical examination has been conducted, the Association agrees that the employee shall waive patient/doctor confidentiality to allow access to his/her relevant medical records by the Appointing Authority or the grievance shall be deemed waived.

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

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. **Parenting Leave.** Requests for parenting leaves of absence shall be submitted not later than the end of the sixth month of pregnancy of the employee or spouse and shall be accompanied by a physician's statement indicating the estimated date of delivery of the child. Parenting leave shall be granted to all employees who request it. Parenting leave shall not be considered the same as 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. Parenting leaves may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority.

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

- E. **Adoption Leave.** Requests for adoption leaves of absence shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave and shall be granted to all employees who request same. The leave shall commence on the date requested by the employee and shall continue up to six (6) weeks provided, however, that adoption leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority. Employees returning from an adoption leave shall be reinstated to their original job or to a position of like status, pay, and seniority. Returning employees shall accrue sick and vacation leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.

- F. **Association Leave.** Upon the written request of the Association, leave shall be granted to employees who are officially appointed full time representatives of the Association. The Appointing Authority may request the Association to confirm the employee's continuation on Association Leave.

- G. **Long Term Personal Leave.** Upon request, leave may be granted for a specific period of time, up to two (2) years in duration, to any employee, for the purpose of 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.

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

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

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

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

For insurance purposes, an employee on an extended leave pursuant to this section, may continue participation in the group insurance plan found in Article 21, provided that the employee bears the full premium costs during the leave.

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

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

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

Subject to paragraph 1 above, the return of an employee to employment prior to the expiration date of an extended leave shall be governed by the conditions set forth in Section 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 18 - VACATION LEAVE

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

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

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

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

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

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

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

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

An employee shall not 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 A.

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

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

ARTICLE 19 - SICK LEAVE

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

Effective January 7, 1998, after nine hundred (900) hours have been accrued, employees shall continue to accrue sick leave at the rate of four (4) hours per pay period. Effective at the end of the pay period ending January 6, 1998, the number of hours credited to the employee's sick leave bank shall be multiplied by two (2).

Employees entering positions covered by this Agreement on or after January 7, 1998, and who have not had their sick leave bank doubled under the terms of their previous plan or agreement, shall have their hours doubled effective with the date of their appointment to an SRSEA-represented position.

Employees using leave under this Article shall have such sick leave first deducted from the nine hundred (900) hours accumulation. Until January 7, 1998, 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. On or after January 7, 1998, employees shall continue to accrue sick leave at four (4) hours per payroll period and such hours will be credited toward the sick leave bank. 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 B and B1.

Section 2. Utilization. Any employee, except intermittents, shall be granted sick leave with pay, not to exceed the employee's current sick leave accumulation, for absences necessitated by the following reasons:

A. **Employee.**

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

B. **Others.** Sick leave granted under paragraphs 1-3 below shall be for such reasonable periods as the employee's presence may be necessary.

1. illness of a spouse, wards, parent or spouse's parent living in the household of the employee;
2. illness of a minor child whether or not the child lives in the household of the employee;
3. illness of a spouse, wards, parent or spouse's parent not living in the same household, up to a cumulative maximum of five (5) working days per fiscal year.

C. **Child Securement.** Up to three (3) days of sick leave shall be granted for birth, adoption or securement of a child. At the sole discretion of the Appointing Authority, additional sick leave may be granted to secure the child, but in no case may the total leave granted exceed five (5) days.

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 a reasonable basis to believe that an employee has abused or is abusing sick leave.

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

Section 4. Sick Leave Meet and Confer. The Employer and the Association shall meet and confer to examine current sick leave provisions, policies and practices to identify improvements, on an experimental or permanent basis, which would be mutually beneficial. The subjects to be examined may include but are not limited to the following:

1. current sick leave use rates;
2. the effects of the work environment on sick leave use and explore the resources and methods of intervention that are available;
3. the effectiveness of sick leave systems used by other organizations;
4. incentive programs or other methods of reducing sick leave use;
5. the current sick leave accrual system and its relationship to severance pay.

ARTICLE 20 - 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
*Veteran's Day
Thanksgiving Day

*Day After Thanksgiving
Christmas Day
One Floating Holiday
*Martin Luther King's Birthday

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

Section 3. Religious Holidays. Any employee who observes a religious holiday 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.

ARTICLE 21 - INSURANCE

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

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

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

A. **Employees - Basic Eligibility.** Employees may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, and temporary, and intermittent employees; (2) student workers hired after July 1, 1979; and (3) interns.

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

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

1. **Job-sharing Employees.** Consistent with M.S. 43A.44, Subdivision 2, an employee in the State job-sharing program may participate in the Group Insurance Program.

2. **DNR Employees.** An employee of the Department of Natural Resources may meet the basic eligibility requirement for participation in the Group Insurance Program based on a combination of seasonal and temporary project employment. Eligibility commences after completion of three (3) years of continuous service in which the basic eligibility requirements are met; continues until the employee completes a year in which the basic eligibility requirements are not met; and commences again after the employee meets or is anticipated to meet the basic eligibility requirements in one (1) year.
3. **Seasonal Employees, Pre-7/1/77.** A seasonal employee who was receiving an Employer Contribution prior to July 1, 1977, may continue to participate in the Group Insurance Program, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
4. **Part-time and Seasonal Employees, Pre-4/1/67.** A part-time or seasonal employee in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, may continue to participate in the Group Insurance Program.
5. **Employees with a Work-related Injury/Disability.** An employee who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives workers' compensation payments or while the workers' compensation claim is pending.
6. **Totally Disabled Employees.** Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.
7. **Retired Employees.** An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

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

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

1. **Spouse.** The spouse of an eligible employee (if not legally separated). For the purposes of health insurance coverage, if that spouse works full-time for an organization employing more than one hundred (100) people and elects to receive either credits or cash (1) in place of health insurance or health coverage or (2) in addition to a health plan with a seven hundred and fifty dollar (\$750) or greater deductible through his/her employing organization, he/she is not eligible to be a covered dependent for the purposes of this Article. If both spouses work for the State or another organization participating in the State's Group Insurance Program, neither spouse may be covered as a dependent by the other, unless one spouse is not eligible for a full Employer Contribution as defined in Section 3A.

2. **Children and Grandchildren.** An eligible employee's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a child or grandchild, regardless of age or marital status who is incapable of self-sustaining employment by reason of mental retardation, mental illness or physical disability and is chiefly dependent on the employee for support. The handicapped dependent shall be eligible for coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract.

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

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

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

- D. **Continuation Coverage.** Consistent with state and federal laws, certain employees, former employees, dependents, and former dependents may continue group health, dental, and/or life coverage at their own expense for a fixed length of time. As of the date of this Agreement, state and federal laws allow certain group coverages to be continued if they would otherwise terminate due to:

- a. termination of employment (except for gross misconduct);
- b. layoff;
- c. reduction of hours to an ineligible status;
- d. dependent child becoming ineligible due to change in age, student status, marital status, or financial support (in the case of a foster child or stepchild);
- e. death of employee; or
- f. divorce.

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

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

1. Employees who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.
2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

3. Employees of the Minnesota Center for Arts Education, Minnesota State Academy for the Deaf and the Minnesota State Academy for the Blind who work at least three-quarter (3/4) time for the nine month academic year.
- B. **Partial Employer Contribution - Basic Eligibility.** The partial Employer Contribution for health and dental coverages is fifty percent (50%) of the full Employer Contribution.
1. **Part-time Employees.** Effective July 13, 1994, employees who hold part-time, unlimited appointments and who work at least fifty percent (50%) of the time but less than seventy-five percent (75%) of the time are eligible for partial Employer Contribution.
 2. **Part-time Employees - Academic Year.** Effective July 13, 1994, employees who hold part-time unlimited appointments during an academic year schedule and who work at least fifty percent (50%) of the time but less than seventy-five percent (75%) of the time are eligible for the Employer Contribution.
- C. **Participation Eligibility - No Employer Contribution.** Part-time employees who work less than fifty percent (50%) in an academic or calendar year schedule may participate in the plan at their own expense.
- D. **Special Eligibility.** The following employees also receive an Employer Contribution:
1. **Job-sharing Employees.** Consistent with M.S. 43A.44, Subdivision 2, an employee in the State job-sharing program receives a pro rata Employer Contribution according to the share of the job worked. The pro rata Employer Contribution applies only to health and dental coverages; job-sharing employees receive the full Employer Contribution for basic life coverage.
 2. **DNR Employees.** An employee of the Department of Natural Resources may meet the basic requirements for a full or partial Employer Contribution based on a combination of seasonal and temporary project employment, as described in Section 2B2.
 3. **Seasonal Employees, Pre-7/1/77.** A seasonal employee who was receiving an Employer Contribution prior to July 1, 1977 remains eligible for that contribution, provided he/she remains employed on the same basis as he/she was prior to July 1, 1977.
 4. **Part-time and Seasonal Employees, Pre-4/1/67.** A part-time or seasonal employee in the classified service who was receiving an Employer Contribution for health coverage and basic life coverage prior to April 1, 1967, remains eligible for that contribution. This exception does not affect eligibility for an Employer Contribution for dental coverage.
 5. **Employees on Layoff.** A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for six (6) months from the date of layoff.
 6. **Work-related Injury/Disability.** An employee who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a disability leave under Article 10, he/she shall be eligible for an Employer contribution during that leave.

7. **Corrections Early Retirement Incentive.**

- a. Any employee who attains the age of fifty-five (55) after the effective date and before the expiration date of the contract and who is covered by the Correctional 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 for themselves and their dependents until the employee attains 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 health 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.

- b. Any employee who attains the age of fifty (50) after the effective date and before the expiration date of the contract and who is covered by the Correctional Pre Fifty-five (55) Early Retirement Plan may opt during any pay period between that in which his/her fiftieth (50th) birthday occurs through the pay period in which his/her fifty-fifth (55th) birthday occurs, to take advantage of the pre fifty-five (55) early retirement incentive.

These employees shall receive an Employer Contribution as set forth below for themselves and their dependents until the employee attains 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 health and dental insurance coverage which the employee was entitled to at the time of retirement. Receipt of pre fifty-five (55) 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.

Notwithstanding any changes in coverage in accordance with this or any subsequent Agreement, the Employer Contribution shall be equal to one hundred twenty (120) times the amount of the monthly Employer Contribution applicable to that employee at the time of his/her retirement, divided by the number of months until the employee attains the age of sixty-five (65).

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

1. **General.** An employee who receives a full or partial Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while on layoff as described in Section 3C5, or while eligible for workers' compensation payments as described in Section 3C6.
2. **Unpaid Leave of Absence.** If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one (1) working day per pay period.

3. **School Year Employment.** If an employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.
4. An Employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains their eligibility.

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on December 24, 1997. The Employer Contribution amounts and rules in effect on June 30, 1997 will continue through December 23, 1997.

A. Contribution Formula - Health Coverage.

1. **Employee Coverage.** For employee health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee-only premium of the Low-Cost Health Plan or the actual employee-only premium of the health plan chosen by the employee.
2. **Dependent Coverage.** For dependent health coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the dependent premium of the Low-Cost Health Plan, or the actual dependent premium of the health plan chosen by the employee.
3. **Low-Cost Health Plan.** For the purposes of Section 4A, "Low-Cost Health Plan" means the health plan with: (1) the lowest family premium rate; and (2) operating in the county of the employee's permanent work location. "Family premium" is the total of the employee premium and the dependent premium.

The Low-Cost Health Plan for each county for the 1998 insurance year is listed in Appendix H. During the 1998 insurance year, the list may be changed only if the Low-Cost Health Plan no longer operates in a county.

Low Cost Health Plan Determination 1999. The list for the 1999 insurance year shall be established in accordance with the following procedures:

- a. At least twelve (12) weeks prior to the open enrollment period for the 1999 insurance year, the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the low-cost carrier for each county.
- b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit counties in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only counties that may be submitted for resolution by this process are those in which, since the list for the 1998 insurance year was negotiated, one or more of the following has occurred:
 - (1) changes in the network of one or more of the plans offered;
 - (2) changes in premium amounts affecting which plan is low cost;
 - (3) the addition or deletion of carriers affecting which plan is low cost.

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

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

4. **Employee Work Location.** The Employer Contribution for each employee is based on the employee's permanent work location on the effective date of each new insurance year. If the health plan an employee is enrolled in is not available at the new permanent work location, then the Employer Contribution changes to the amount in effect at the new permanent work location.

B. Contribution Formula - Dental Coverage.

1. **Employee Coverage.** For employee dental coverage, the Employer contributes an amount equal to the lesser of one hundred (100) percent of the employee premium of the State Dental Plan, or the actual employee premium of the dental plan chosen by the employee.

2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

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

Section 5. Coverage Changes and Effective Dates.

A. **When Coverage May Be Chosen.** All employees must make their choice of employee health and dental plans and choice of dependent coverage (if applicable) within sixty (60) calendar days of the date of initial appointment to an insurance eligible position. When health and dental coverage are elected, the employee will automatically be enrolled in basic life coverage. Employees eligible for a partial employer contribution may elect health and dental coverage within sixty (60) calendar days of initial employment or during an open enrollment period. Employees who become eligible for a full employer contribution must make their choice of employee and dental plans and dependent coverage within sixty (60) calendar days of becoming eligible or be enrolled in the low cost plan in the county of the employee's work location.

An employee may change his/her health or dental plan if the employee changes to a new permanent work location, and the employee's current plan is not available at the new work location. An employee who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period.

An employee may also add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child.

In addition, an employee may add dependent health or dental coverage within thirty (30) days of the following events:

1. If an employee becomes married, the employee may add his/her spouse and any dependent children/grandchildren.
2. If the employee's spouse loses group health or dental coverage, the employee may add his/her spouse and any dependent children/grandchildren.
3. When an employee acquires their first dependent child, grandchild, or step child, the employee may add dependent coverage to cover both the child and the employee's spouse.

B. When Coverage May Be Canceled.

1. **Dependent Coverage.** An employee may cancel dependent health or dependent dental coverage outside of open enrollment only in the case of certain life events that are consistent with the request to cancel coverage. The request to cancel coverage must be made within sixty (60) days of the event. Life events include, but are not limited to:

- loss of dependent status of a sole dependent;
- death of a sole dependent;
- divorce;
- change in employment condition of an employee or spouse; and
- a significant change of spousal insurance coverage (cost of coverage is not a significant change).

Dependent health or dependent dental coverage may also be canceled during the open enrollment period that applies to each type of plan for any reason.

2. **Employee Coverage.** A part-time employee may also cancel employee coverage within sixty (60) days of when one of these same life events occurred.

Cancellation will take effect on the first day of the pay period coinciding with or next following the date of the application to cancel coverage, or the loss of eligible dependent status.

- C. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the first day of the first payroll period beginning on or after the 28th calendar day following the employee's first day of employment, re-employment, re-hire, or reinstatement with the State. An employee must be actively at work on the initial effective date of coverage, except that an employee who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall an employee's dependent's coverage become effective before the employee's coverage.

D. **Delay in Coverage Effective Date.**

1. **Health, Dental, and Basic Life.** Except for dependent coverage for newborn children, handicapped dependents as defined in Minnesota Statutes 62A.14 and 62A.141, and children placed for the purposes of adoption, the effective date of initial coverage or a change in coverage is delayed in the event that, on the date coverage would otherwise be effective, an employee or his/her dependent is hospitalized. Initial coverage for a newborn child is not affected by the child's hospitalization. In all other cases, coverage does not begin or change until the beginning of the first payroll period following the employee's or dependent's hospital discharge. However, initial employee-only coverage may begin if the employee's dependent is hospitalized.

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

2. **Optional Life and Disability Coverages.** In order for coverage to become effective, the employee must be in active payroll status and not using sick leave on the first day of the pay period coinciding with or next following approval by the insurance company. If it is an open enrollment period, coverage may be applied for but will not become effective until the first day of the pay period coinciding with or next following the employee's return to work.

E. **Open Enrollment.**

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Agreement, and for dental coverage in the first year of this Agreement. Open enrollment periods shall last a minimum of thirty (30) calendar days. Open enrollment changes become effective on December 24, 1997 in the first year of this Agreement, and on January 6, 1999 in the second year of this Agreement.
2. **Eligibility to Participate.** An employee eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5E1 above, make certain changes: (1) a former employee or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.
3. **Materials for Employee Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.

- F. **Coverage Selection Prior to Retirement.** An employee who retires and is entitled to receive an annuity under a State retirement program may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The employee may not add dependent coverage during this period. The change takes effect on the first day of the first pay period beginning after the date of retirement.

Section 6. Basic Coverages.

A. Employee and Family Health Coverage.

1. **Coverage Options.** Eligible employees may select coverage under one of the health plans offered by the Employer, including health maintenance organization plans, the State Health Plan, or other health plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Health Plan is determined by Section 6A2.
2. **Coverage Under the State Health Plan.** From July 1, 1997 through December 23, 1997, coverage under the State Health Plan Point of Service and State Health Plan Select (hereinafter referred to as SHPPOS and SHPS, respectively) will continue at the level in effect on June 30, 1997. Effective December 24, 1997, SHPPOS and SHPS will cover allowable charges for the following eligible services subject to the copayments and coverage limits stated. Services provided through both plans are subject to their managed care procedures and principles, including standards of medical necessity and appropriate practice.

- a. **Services received from, or authorized by, a primary care physician within the primary care clinic.** State Health Plan Point of Service (SHPPOS) and State Health Plan Select (SHPS).

The following health care services under SHPPOS and SHPS shall be received from, or authorized by a primary care physician within the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with SHPPOS and SHPS administrative procedures. Higher out-of-pocket costs as described in 6A2b apply to the following services if not received from, or authorized by, a primary care physician within the primary care clinic.

1. **Inpatient hospital services.** One hundred (100) percent coverage.
 2. **Outpatient surgery center services.** One hundred (100) percent coverage.
 3. **Home health services.** One hundred (100) percent coverage up to a maximum of five thousand dollars (\$5,000) eligible expenses per person per year.
 4. **X-rays and laboratory tests.** One hundred (100) percent coverage.
 5. **Preventive Care.** One hundred (100) percent coverage.
 6. **Physicians services.** One hundred (100) percent coverage.
 7. **Durable medical equipment.** Eighty (80) percent coverage.
- b. **Services not authorized by a primary care physician within the primary care clinic.** Coverage under this section 6A2b is only available to individuals who elect SHPPOS coverage, and then only under the terms and conditions outlined in the Certificate of Coverage.

For services under 6A2a which are not authorized by a primary care physician within the primary care clinic in the 1998 and 1999 insurance years:

- there is a three hundred fifty dollar (\$350) deductible per person with a maximum deductible per family per year of seven hundred dollars (\$700).

After deductible is satisfied, seventy (70) percent coverage up to a maximum annual copayment of:

- three thousand dollars (\$3,000) per person and six thousand dollars (\$6,000) per family.

These deductibles and copayments are separate from the deductibles and copayments for authorized services under Section 6A2a.

c. **Special Service networks (applies to SHPPOS and SHPS).**

The following services must be received from Special Service network providers in order to be covered.

1. **Mental health services - inpatient and outpatient.** One hundred (100) percent coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary care physician within the primary care clinic.
2. **Chemical dependency services - inpatient and outpatient.** One hundred (100) percent coverage (up to 365 days for inpatient services.) No coverage for services obtained from out-of-network providers under SHPS. Out-of-network services are available under SHPPOS according to the terms of the Certificate of Coverage. Services need not be authorized by a primary care physician within the primary care clinic.
3. **Chiropractic services.** 100% coverage. No coverage for services obtained from out-of-network providers. Services need not be authorized by a primary care physician within the primary care clinic. Coverage shall be provided for a minimum of twenty (20) services or twenty-one (21) calendar days, whichever is greater, per incident.
4. **Transplant coverage.** The SHPPOS and SHPS shall provide transplant coverage, as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers.

Referrals for eligible transplant services must be authorized by a primary care physician within the primary care clinic.

5. **Cardiac services.** No coverage for non-emergency cardiac services obtained from out-of-network providers. Referrals for services must be authorized by a primary care physician within the primary care clinic.
6. **Home Infusion Therapy.** The SHPPOS and SHPS shall provide Home Infusion Therapy coverage as specified in their respective Certificates of Coverage. No coverage for services obtained from out-of-network providers. Referrals for eligible home infusion therapy services must be authorized by a primary care physician within the primary care clinic.

7. **Hospice Benefit.** One hundred (100) percent coverage for services obtained from in-network providers. Seventy (70) percent coverage for services obtained from out-of-network providers under SHPPOS.

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

The following services do not require authorization by a primary care physician within the primary care clinic in order to be covered.

1. **Prescription drugs.**

- Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
 - If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic.
- a. **SHPS. Prescription drugs.** For the 1998 and 1999 insurance years:
- eight dollar (\$8) copayment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply.
 - all diabetic supplies, including test tapes and syringes, are covered under the durable medical equipment benefit at 80% and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.
- b. **SHPPOS.** For the 1998 and 1999 insurance years:
- eight dollar (\$8) copayment per prescription or refill for a formulary drug dispensed in a thirty four (34) day supply, or a one hundred (100) day supply for approved maintenance drugs;
 - fourteen dollar (\$14) for non-formulary drugs; one hundred (100) percent coverage after copayment.
 - A prescription for a non-formulary drug will be treated as formulary if the physician has written Dispense as Written (DAW) on the prescription.

Diabetic supplies.

1. Beginning with the 1992 plan year, any diabetics not included in the "Grandfathered Diabetic Group" described in paragraph "2." below will have diabetic supplies covered as follows:
- All diabetic supplies, other than test tapes and syringes, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.
 - Test tapes and syringes: an eight dollar (\$8) copayment for a thirty-four (34) day supply of each.

2. For insulin dependent diabetics who have been continuously enrolled in the State Health Plan since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the "Grandfathered Diabetic Group"), diabetic supplies are covered as follows:
 - Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty four (34) day supply or one hundred (100) units when purchased with insulin.
 - All other diabetic supplies, including test tapes and syringes not dispensed with the purchase of insulin, are covered under the durable medical equipment benefit at eighty percent (80%) and are not subject to the thirty four (34) day or one hundred (100) unit dispensing limitation.
2. **Eye exams.** *SHPPOS and SHPS.* One hundred (100) percent coverage. (Limited to one routine examination per year.)
3. **Outpatient emergency and urgicenter services.** *SHPPOS and SHPS.* Thirty dollar (\$30) copayment per visit for outpatient emergency visits and fifteen dollar (\$15) copayment per visit for urgicenter visits that do not result in hospital admission within twenty-four (24) hours; one hundred (100) percent coverage thereafter.
4. **Ambulance.** *SHPPOS and SHPS.* Eighty (80) percent coverage for eligible expenses. (Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport as certified by the attending physician.)
- e. **Lifetime maximum.** *SHPPOS and SHPS.* Coverage under the State Health Plan is subject to a per-person lifetime maximum. The lifetime maximum is two million dollars (\$2,000,000) for services under 6A2a, 6A2c and 6A2d combined. The lifetime maximum for services under 6A2b is limited to five hundred thousand dollars (\$500,000). The five hundred thousand dollar (\$500,000) maximum which applies under 6A2b is part of, and not in addition to, the two million dollar (\$2,000,000) lifetime plan maximum.
3. **Coordination with Workers' Compensation.** When an employee has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the employee's health plan, pursuant to M.S. 176.191, Subdivision 3.
4. **Health Promotion and Health Education.** Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist employees and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:
 - a. **Develop programs.** The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Department of Employee Relations policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation,

weight loss, stress management, health education/self-care, and education on related benefits provided through the State Health Plan and HMO plans.

- b. **Health plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State employees and their dependents.
 - c. **Employee participation.** The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Department of Employee Relations) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21B. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.
 - d. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for employees who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.
5. **Healthcare Delivery Strategy.** The Joint Labor Management Committee on Health Plans shall review the performance of the managed competition strategy in promoting the goals of health care cost containment, access to care, and quality of care. The Committee shall consider other strategies for financing and delivering health care to state employees and their dependents, including the care system competition strategy implemented by the Buyers' Health Care Action Group. The Committee shall complete its work by December, 1998, so that any changes to the insurance offerings may be bargained by Plan Year 2000-2001.
 6. **Employer Medical Contribution Formula Study.** The Joint Labor Management Committee on Health Plans shall meet and confer regarding the administrative and economic feasibility of using the primary care clinic chosen by the employee as the basis for the Employer Contribution. If the Joint Labor Management Committee is able to agree on a methodology, this may be implemented for Plan Year 1999.

B. Employee and Family Dental Coverage.

1. **Coverage Options.** Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 6B2.

2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:

- a. **Copayments.** Effective December 24, 1997, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50%
Fillings	80%	50%
Endodontics	80%	50%
Periodontics	80%	50%
Oral Surgery	80%	50%
Crowns	80%	50%
Prosthetics	50%	None
Prosthetic Repairs	50%	None
Orthodontics*	80%	50%

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

- b. **Deductible.** An annual deductible of one hundred dollars (\$100) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum in eligible expenses per person. "Annual" means per insurance year.

C. **Employee Life Coverage.**

1. **Basic Life and Accidental Death and Dismemberment Coverage.** The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Department of Finance procedures.

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

2. **Extended Benefits.** An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. 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.

Section 7. Optional Coverages. An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the employee returns within one (1) year, the employee shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

1. For the first 24 months of short-term and/or long-term disability coverage after such a period of leave or layoff, any such disability coverage shall exclude coverage for certain pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.
2. For the first 24 months of optional life coverage after such a period of leave or layoff, any such optional life coverage shall exclude coverage for certain pre-existing conditions. For optional life purposes, any death which is caused by, or results from any injury or sickness which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff shall be excluded from coverage for such 24-month period.

The limitations set forth in 1. and 2. above do not apply to Family Medical Leave Act (FMLA) leaves.

A. Life Coverage.

1. **Employee.** An employee may purchase up to three hundred thousand dollars (\$300,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary or \$200,000, whichever is less, in optional employee life coverage within sixty (60) calendar days of hire without evidence of insurability.

2. **Spouse.** An employee may purchase up to three hundred thousand dollars (\$300,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage within sixty (60) calendar days of hire without evidence of insurability.
3. **Children/Grandchildren.** An employee may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). Child/grandchild coverage requires evidence of insurability if application is made after the first sixty (60) calendar days of employment. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Waiver of Premium.** In the event an employee becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.
5. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, an employee who has carried optional employee life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional employee life insurance in force during that five (5) year period. The employee's post-retirement death benefit shall be effective as of the date of the employee's retirement or the employee age sixty-five (65), whichever is later. Employees who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional employee life insurance to age sixty-five (65) in order to remain eligible for the employee post-retirement death benefit.

An employee who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the employee's retirement or spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to ten (10) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the employee's retirement or spouse age sixty-five (65), whichever is later. The employee must continue the full amount of optional spouse life insurance to the date of the employee's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

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

B. **Disability Coverage.**

1. **Short-term Disability Coverage.** An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars (\$300) to three thousand dollars (\$3,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. Coverage applied for within sixty (60) days of hire or becoming insurance eligible does not require evidence of insurability.
2. **Long-term Disability Coverage.** New employees may enroll in long-term disability insurance within sixty (60) days of employment or insurance eligibility. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from two hundred dollars (\$200) to two thousand dollars (\$2,000) per

month, based on the employee's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

ARTICLE 22 - 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 direct consequences of such act of a person in the custodial control of the institution or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the workers' compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two-hundred and forty (240) times the employee's regular hourly rate of pay per disabling injury.

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

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

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

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

ARTICLE 23 - SALARIES

Section 1. Salary Schedules. The salary schedules are set forth in Appendix C and Appendix D:

Appendix C - Salary Schedule effective 7-1-97
Appendix D - Salary Schedule effective 7-1-98

Employees who have separated from State service between July 1 and 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 30 days from the date this agreement is ratified by the Legislature. The parties agree that the Employer is under no obligation to contact separated former employees under this provision.

Section 2. Conversion. Effective July 1, 1997 and July 1, 1998, 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, 1997, 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 fifty-five cents (\$.55) 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 11. An employee who serves an emergency appointment and receives a probationary appointment to that position shall have his/her anniversary date credited to the beginning of the emergency appointment provided there was no break in service between the appointments.

Section 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.

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 F.

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 a 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." Twelve (12) clock hours of courses/workshops shall equal one (1) "local credit."

- Subd. B. **Credit Approval.** Credit approval, when required, must be obtained by using the form provided in Appendix 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 H of this Agreement.

Section 7. Placement on Salary Schedule. The requirements for placement on each salary lane of the salary schedules are as follows:

- A. Lane 1A: Less than a Bachelor's degree, or without a valid Minnesota Teacher's License.
- B. Lane 1V: Without a valid Minnesota Vocational Instructor's License.
- C. Lane 2A: A BA or BS degree and a valid Minnesota Teacher's License.
- D. Lane 2V: A valid Minnesota Vocational Instructor's License.
- E. Lane 3A: A BA or BS and a valid Minnesota Teacher's License plus 15 additional credits.
- F. Lane 3V: A Five Year Vocational Instructor's License.
- G. Lane 4A: A BA or BS degree and a valid Minnesota Teacher's License plus 30 additional credits.
- H. Lane 4V: A Five Year Vocational Instructor's License plus 15 additional credits.
- I. Lane 5A: A BA or BS degree and a valid Minnesota Teacher's License plus 45 additional credits.
- J. Lane 5V: A Five Year Vocational Instructor's License plus 30 additional credits.
- K. Lane 6A: A MA or MS degree or completion of a Fifth Year Program and a valid Minnesota Teacher's License, or a BA or BS degree and a valid Minnesota Teacher's License plus 60 additional credits.
- L. Lane 6V: A Five Year Vocational Instructor's License plus 45 additional credits.
- M. Lane 7: A MA or MS degree and a valid Minnesota Teacher's License plus 15 additional graduate credits.
- N. Lane 8: A MA or MS degree and a valid Minnesota Teacher's License plus 30 additional graduate credits.

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

Section 8. Valid License. Employees are responsible for maintaining a valid Minnesota License on file with the Appointing Authority. If this provision is not met, the employee's salary will be

reduced to the comparable step in salary lane 1A or 1V, whichever is applicable, where such salary will be paid until such time as verification of licensure is received.

Section 9. 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.

Notwithstanding the above, the Appointing Authority may initially hire teachers into the classification Arts Education Teacher on any step within any lane in the salary grid. Thereafter, step movement shall be governed by the provisions of Article 23. Initial hiring rates assigned are not arbitrable.

Section 10. Health and Dental Premium Accounts. The Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pre-tax basis as permitted by law or regulation.

Section 11. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible employees to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance as permitted by law or regulation, up to a maximum of one five thousand dollars (\$5,000) per insurance year.

Section 12. Dependent Care Expense Account. The employer agrees to provide insurance eligible employees with the option to participate in a dependent care reimbursement program for work related dependent care expenses on a pre-tax basis as permitted by law or regulation.

ARTICLE 24 - 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.

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

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

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

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

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

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

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

A. **Breakfast.**

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

B. **Noon Meal.**

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

C. **Dinner.**

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

D. **Reimbursement Amount.**

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

Breakfast	\$ 7.00
Lunch	\$ 8.00
Dinner	\$13.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$ 8.00
Lunch	\$ 9.50
Dinner	\$16.50

The metropolitan areas are:

Atlanta	Los Angeles
Boston	Miami
Chicago	New Orleans
Cleveland	New York City
Dallas	Philadelphia
Denver	San Diego
Detroit	San Francisco
Hartford	Seattle
Houston	Washington D.C.

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

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

Section 6. Special Expenses. When prior approval has been granted by an Appointing Authority, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of State business, shall 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 (50) dollars, provided the employee makes such a request a reasonable period of time in advance of the travel date. Employees may request a State issued credit card. If the employees receive the card, the Appointing Authority and the employee may mutually agree to use the card in place of the advance. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

Section 8. Membership in Professional Organizations. In each fiscal year, the Appointing Authority will reimburse each employee in the bargaining unit for membership dues paid to one (1) professional organization related to the employee's job, up to a maximum of fifty (50) dollars each fiscal year, provided the Appointing Authority determines that such funds are available. However, the Appointing Authority will not reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of employees with the Employer.

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

ARTICLE 25 - 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 seven hundred (700) dollars 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 24 (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 26 - 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 except for discharge for cause based on culpable acts. 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. 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;
- B. plus (for employees who separate prior to January 7, 1998) 25% of the balance of any accumulated and unused sick leave bank hours. Employees who separate on or after January 7, 1998, shall receive twelve and one-half (12 1/2) percent of the employee's 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 27 - 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 28 - 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 29 - 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, with identifying private data deleted. All such injuries shall be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged immediately. The Appointing Authority shall provide assistance to employees in filling out any necessary Workers' Compensation forms, when requested.

ARTICLE 30 - 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 31 - EMPLOYEE MOBILITY

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

ARTICLE 32 - VOLUNTARY REDUCTION IN HOURS

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

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

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

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

ARTICLE 33 - 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 34 - COMPLETE AGREEMENT AND WAIVER

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

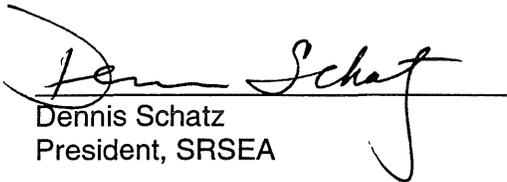
ARTICLE 35 - DURATION

This Agreement shall become effective upon legislative ratification unless otherwise explicitly noted in the Agreement, and shall remain in full force and effect through the thirtieth (30th) day of June, 1999. This Agreement shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other, in writing, no later than September 15, 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.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives this 19 day of Dec., 1997.

FOR THE ASSOCIATION


Dennis Schatz
President, SRSEA

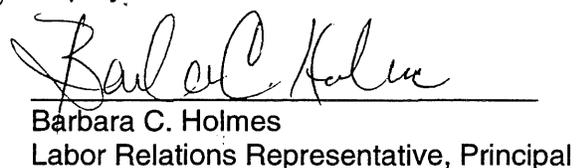

Jeanette June
SRSEA

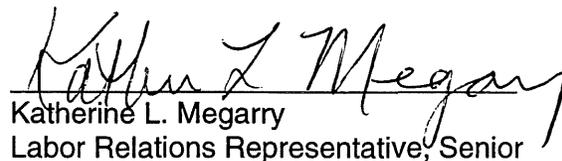

Rehee Scholen
Association Negotiator

FOR THE EMPLOYER


Karen Carpenter
Commissioner
Department of Employee Relations


John Shabatura
Deputy Commissioner


Barbara C. Holmes
Labor Relations Representative, Principal


Katherine L. Megarry
Labor Relations Representative, Senior

APPENDIX A - VACATION

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

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

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

APPENDIX B - SICK LEAVE (through January 6, 1998)

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
(Effective through January 6, 1998)

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 B1 - SICK LEAVE (effective January 7, 1998)

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 (Effective January 7, 1998)

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

APPENDIX C
SPECIAL TEACHER SALARY SCHEDULE
Effective 07/01/97 - 06/30/98

Lane	Comp Code		Step									
			A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10
1A	1J	Less than BA/BS or without a valid Minnesota Teacher's license.	23,406	24,096	24,805	25,494	26,184	26,977	27,666	28,355	28,940	29,691
			1,951	2,008	2,067	2,125	2,182	2,248	2,306	2,363	2,412	2,474
			11.21	11.54	11.88	12.21	12.54	12.92	13.25	13.58	13.86	14.22
1V	1J	Without a valid Minnesota Vocational Instructor's license.										
2A	2J	BA/BS plus a valid Minnesota Teacher's license.	31,884	33,450	34,974	36,456	37,960	39,442	41,008	42,533	44,015	45,477
			2,657	2,787	2,915	3,038	3,163	3,287	3,417	3,544	3,668	3,790
			15.27	16.02	16.75	17.46	18.18	18.89	19.64	20.37	21.08	21.78
2V	2J	Valid Minnesota Vocational Instructor's license.										
3A	3J	BA/BS and 15 additional credits plus a valid Minnesota Teacher's license.	34,222	35,726	37,187	38,712	40,236	41,718	43,201	44,767	46,249	47,773
			2,852	2,977	3,099	3,226	3,353	3,477	3,600	3,731	3,854	3,981
			16.39	17.11	17.81	18.54	19.27	19.98	20.69	21.44	22.15	22.88
3V	3J	Five Year Vocational Instructor's license.										
4A	4J	BA/BS and 30 additional credits plus a valid Minnesota Teacher's license.	36,477	37,960	39,463	40,967	42,512	44,015	45,477	47,001	48,483	49,987
			3,040	3,163	3,289	3,414	3,543	3,668	3,790	3,917	4,040	4,166
			17.47	18.18	18.90	19.62	20.36	21.08	21.78	22.51	23.22	23.94
4V	4J	Five Year Vocational Instructor's license plus 15 additional credits.										
5A	5J	BA/BS and 45 additional credits plus a valid Minnesota Teacher's license.	38,712	40,236	41,718	43,201	44,767	46,249	47,773	49,235	50,780	52,263
			3,226	3,353	3,477	3,600	3,731	3,854	3,981	4,103	4,232	4,355
			18.54	19.27	19.98	20.69	21.44	22.15	22.88	23.58	24.32	25.03
5V	5J	Five Year Vocational Instructor's license plus 30 additional credits.										

**APPENDIX C (cont.)
SPECIAL TEACHER SALARY SCHEDULE
Effective 07/01/97 - 06/30/98**

Lane	Comp Code		Step										
			A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10	K 11
6A	6K	MA/MS plus a valid Minnesota Teacher's license, or completion (degree or certificate) of a Fifth Year Program plus a valid Minnesota Teacher's license, or BA/BS and 60 additional credits plus a valid Minnesota Teacher's license.	40,236 3,353 19.27	41,718 3,477 19.98	43,201 3,600 20.69	44,767 3,731 21.44	46,249 3,854 22.15	47,773 3,981 22.88	49,235 4,103 23.58	50,780 4,232 24.32	52,263 4,355 25.03	53,745 4,479 25.74	56,397 4,700 27.01
6V	6K	Five Year Vocational Instructor's license plus 45 additional credits.											
7	7K	MA/MS and 15 additional graduate credits plus a valid Minnesota Teacher's license.	41,718 3,477 19.98	43,201 3,600 20.69	44,767 3,731 21.44	46,249 3,854 22.15	47,773 3,981 22.88	49,235 4,103 23.58	50,780 4,232 24.32	52,263 4,355 25.03	53,745 4,479 25.74	55,290 4,608 26.48	57,211 4,768 27.40
8	8K	MA/MS and 30 additional graduate credits plus a valid Minnesota Teacher's license.	43,201 3,600 20.69	44,767 3,731 21.44	46,249 3,854 22.15	47,773 3,981 22.88	49,235 4,103 23.58	50,780 4,232 24.32	52,263 4,355 25.03	53,745 4,479 25.74	55,290 4,608 26.48	56,773 4,731 27.19	58,673 4,889 28.10

APPENDIX D
SPECIAL TEACHER SALARY SCHEDULE
Effective 07/01/98 - 06/30/99

Lane	Comp Code		Step									
			A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10
1A	1J	Less than BA/BS or without a valid Minnesota Teacher's license.	24,116	24,826	25,557	26,267	26,977	27,791	28,501	29,211	29,817	30,589
			2,010	2,069	2,130	2,189	2,248	2,316	2,375	2,434	2,485	2,549
			11.55	11.89	12.24	12.58	12.92	13.31	13.65	13.99	14.28	14.65
1V	1J	Without a valid Minnesota Vocational Instructor's license.										
2A	2J	BA/BS plus a valid Minnesota Teacher's license.	32,844	34,452	36,018	37,542	39,108	40,632	42,240	43,806	45,330	46,834
			2,737	2,871	3,002	3,129	3,259	3,386	3,520	3,651	3,778	3,903
			15.73	16.50	17.25	17.98	18.73	19.46	20.23	20.98	21.71	22.43
3A	3J	BA/BS and 15 additional credits plus a valid Minnesota Teacher's license.	35,245	36,791	38,294	39,881	41,447	42,971	44,495	46,103	47,627	49,214
			2,937	3,066	3,191	3,323	3,454	3,581	3,708	3,842	3,969	4,101
			16.88	17.62	18.34	19.10	19.85	20.58	21.31	22.08	22.81	23.57
3V	3J	Five Year Vocational Instructor's license.										
4A	4J	BA/BS and 30 additional credits plus a valid Minnesota Teacher's license.	37,563	39,108	40,653	42,198	43,785	45,330	46,834	48,421	49,945	51,490
			3,130	3,259	3,388	3,517	3,649	3,778	3,903	4,035	4,162	4,291
			17.99	18.73	19.47	20.21	20.97	21.71	22.43	23.19	23.92	24.66
4V	4J	Five Year Vocational Instructor's license plus 15 additional credits.										
5A	5J	BA/BS and 45 additional credits plus a valid Minnesota Teacher's license.	39,881	41,447	42,971	44,495	46,103	47,627	49,214	50,718	52,304	53,829
			3,323	3,454	3,581	3,708	3,842	3,969	4,101	4,226	4,359	4,486
			19.10	19.85	20.58	21.31	22.08	22.81	23.57	24.29	25.05	25.78
5V	5J	Five Year Vocational Instructor's license plus 30 additional credits.										

**APPENDIX D (cont.)
SPECIAL TEACHER SALARY SCHEDULE
Effective 07/01/98 - 06/30/99**

Lane	Comp Code		Step										
			A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10	K 11
6A	6K	MA/MS plus a valid Minnesota Teacher's license, or completion (degree or certificate) of a Fifth Year Program plus a valid Minnesota Teacher's license, or BA/BS and 60 additional credits plus a valid Minnesota Teacher's license.	41,447	42,971	44,495	46,103	47,627	49,214	50,718	52,304	53,829	55,353	58,088
			3,454	3,581	3,708	3,842	3,969	4,101	4,226	4,359	4,486	4,613	4,841
			19.85	20.58	21.31	22.08	22.81	23.57	24.29	25.05	25.78	26.51	27.82
6V	6K	Five Year Vocational Instructor's license plus 45 additional credits.											
7	7K	MA/MS and 15 additional graduate credits plus a valid Minnesota Teacher's license.	42,971	44,495	46,103	47,627	49,214	50,718	52,304	53,829	55,353	56,940	58,923
			3,581	3,708	3,842	3,969	4,101	4,226	4,359	4,486	4,613	4,745	4,910
			20.58	21.31	22.08	22.81	23.57	24.29	25.05	25.78	26.51	27.27	28.22
8	8K	MA/MS and 30 additional graduate credits plus a valid Minnesota Teacher's license.	44,495	46,103	47,627	49,214	50,718	52,304	53,829	55,353	56,940	58,485	60,427
			3,708	3,842	3,969	4,101	4,226	4,359	4,486	4,613	4,745	4,874	5,036
			21.31	22.08	22.81	23.57	24.29	25.05	25.78	26.51	27.27	28.01	28.94

**APPENDIX E
UNIT 215 TEACHERS
CLASSES AND SALARIES AS OF JULY 1, 1997**

CLASS CODE	CLASS TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003039	Air Traffic Cntrl Teach No Lic	15-A	215	01J	11.21	14.22	1,951	2,474	23,406	29,691
003040	Air Traffic Cntrl Teach Voc Li	15-A	215	02J	15.27	21.78	2,657	3,790	31,884	45,477
003041	Air Traffic Cntrl Teach 5 Year	15-A	215	03J	16.39	22.88	2,852	3,981	34,222	47,773
003042	Air Traffic Cntrl Teach 5yr+15	15-A	215	04J	17.47	23.94	3,040	4,166	36,477	49,987
003043	Air Traffic Cntrl Teach 5yr+30	15-A	215	05J	18.54	25.03	3,226	4,355	38,712	52,263
003044	Air Traffic Cntrl Teach 5yr+45	15-A	215	06K	19.27	27.01	3,353	4,700	40,236	56,397
008670	Arts Education Teacher 1	15-A	215	01J	11.21	14.22	1,951	2,474	23,406	29,691
008671	Arts Education Teacher 2	15-A	215	02J	15.27	21.78	2,657	3,790	31,884	45,477
008675	Arts Education Teacher 3	15-A	215	03J	16.39	22.88	2,852	3,981	34,222	47,773
008676	Arts Education Teacher 4	15-A	215	04J	17.47	23.94	3,040	4,166	36,477	49,987
008677	Arts Education Teacher 5	15-A	215	05J	18.54	25.03	3,226	4,355	38,712	52,263
008678	Arts Education Teacher 6	15-A	215	06K	19.27	27.01	3,353	4,700	40,236	56,397
008679	Arts Education Teacher 7	15-A	215	07K	19.98	27.40	3,477	4,768	41,718	57,211
008680	Arts Education Teacher 8	15-A	215	08K	20.69	28.10	3,600	4,889	43,201	58,673
000687	Special Teacher:No Degree/Lic	15-A	215	01J	11.21	14.22	1,951	2,474	23,406	29,691
000683	Special Teacher:BA/BS+Lic	15-A	215	02J	15.27	21.78	2,657	3,790	31,884	45,477
002382	Special Teacher:BA/BS+Lic+15	15-A	215	03J	16.39	22.88	2,852	3,981	34,222	47,773
000684	Special Teacher:BA/BS+Lic+30	15-A	215	04J	17.47	23.94	3,040	4,166	36,477	49,987
002383	Special Teacher:BA/BS+Lic+45	15-A	215	05J	18.54	25.03	3,226	4,355	38,712	52,263
002707	Special Teacher:BA/BS+Lic+60	15-A	215	06K	19.27	27.01	3,353	4,700	40,236	56,397
000685	Special Teacher:MA/MS/5yr+Lic	15-A	215	06K	19.27	27.01	3,353	4,700	40,236	56,397
002384	Special Teacher:MA/MS+Lic+15gr	15-A	215	07K	19.98	27.40	3,477	4,768	41,718	57,211
000686	Special Teacher:MA/MS+Lic+30gr	15-A	215	08K	20.69	28.10	3,600	4,889	43,201	58,673
000689	Special Teacher:Voc Lic	15-A	215	02J	15.27	21.78	2,657	3,790	31,884	45,477
002385	Special Teacher:5yr Voc Lic	15-A	215	03J	16.39	22.88	2,852	3,981	34,222	47,773
000690	Special Teacher:5yr Voc Lic+15	15-A	215	04J	17.47	23.94	3,040	4,166	36,477	49,987
002708	Special Teacher:5yr Voc Lic+45	15-A	215	06K	19.27	27.01	3,353	4,700	40,236	56,397

APPENDIX E-1
UNIT 215 SPECIAL TEACHERS
CLASSES AND SALARIES AS OF JULY 1, 1998

CLASS CODE	CLASS TITLE	GRID ID #	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY	MINIMUM MONTHLY	MAXIMUM MONTHLY	MINIMUM ANNUAL	MAXIMUM ANNUAL
003039	Air Traffic Cntrl Teach No Lic	15-A	215	01J	11.55	14.65	2,010	2,549	24,116	30,589
003040	Air Traffic Cntrl Teach Voc Lic	15-A	215	02J	15.73	22.43	2,737	3,903	32,844	46,834
003041	Air Traffic Cntrl Teach 5 Year	15-A	215	03J	16.88	23.57	2,937	4,101	35,245	49,214
003042	Air Traffic Cntrl Teach 5yr+15	15-A	215	04J	17.99	24.66	3,130	4,291	37,563	51,490
003043	Air Traffic Cntrl Teach 5yr+30	15-A	215	05J	19.10	25.78	3,323	4,486	39,881	53,829
003044	Air Traffic Cntrl Teach 5yr+45	15-A	215	06K	19.85	27.82	3,454	4,841	41,447	58,088
008670	Arts Education Teacher 1	15-A	215	01J	11.55	14.65	2,010	2,549	24,116	30,589
008671	Arts Education Teacher 2	15-A	215	02J	15.73	22.43	2,737	3,903	32,844	46,834
008675	Arts Education Teacher 3	15-A	215	03J	16.88	23.57	2,937	4,101	35,245	49,214
008676	Arts Education Teacher 4	15-A	215	04J	17.99	24.66	3,130	4,291	37,563	51,490
008677	Arts Education Teacher 5	15-A	215	05J	19.10	25.78	3,323	4,486	39,881	53,829
008678	Arts Education Teacher 6	15-A	215	06K	19.85	27.82	3,454	4,841	41,447	58,088
008679	Arts Education Teacher 7	15-A	215	07K	20.58	28.22	3,581	4,910	42,971	58,923
008680	Arts Education Teacher 8	15-A	215	08K	21.31	28.94	3,708	5,036	44,495	60,427
000687	Special Teacher:No Degree/Lic	15-A	215	01J	11.55	14.65	2,010	2,549	24,116	30,589
000683	Special Teacher:BA/BS+Lic	15-A	215	02J	15.73	22.43	2,737	3,903	32,844	46,834
002382	Special Teacher:BA/BS+Lic+15	15-A	215	03J	16.88	23.57	2,937	4,101	35,245	49,214
000684	Special Teacher:BA/BS+Lic+30	15-A	215	04J	17.99	24.66	3,130	4,291	37,563	51,490
002383	Special Teacher:BA/BS+Lic+45	15-A	215	05J	19.10	25.78	3,323	4,486	39,881	53,829
002707	Special Teacher:BA/BS+Lic+60	15-A	215	06K	19.85	27.82	3,454	4,841	41,447	58,088
000685	Special Teacher:MA/MS/5yr+Lic	15-A	215	06K	19.85	27.82	3,454	4,841	41,447	58,088
002384	Special Teacher:MA/MS+Lic+15gr	15-A	215	07K	20.58	28.22	3,581	4,910	42,971	58,923
000686	Special Teacher:MA/MS+Lic+30gr	15-A	215	08K	21.31	28.94	3,708	5,036	44,495	60,427
000689	Special Teacher:Voc Lic	15-A	215	02J	15.73	22.43	2,737	3,903	32,844	46,834
002385	Special Teacher:5yr Voc Lic	15-A	215	03J	16.88	23.57	2,937	4,101	35,245	49,214
000690	Special Teacher:5yr Voc Lic+15	15-A	215	04J	17.99	24.66	3,130	4,291	37,563	51,490
002708	Special Teacher:5yr Voc Lic+45	15-A	215	06K	19.85	27.82	3,454	4,841	41,447	58,088

APPENDIX F - 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 23, 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 _____

Reason If Not Approved: _____

Appointing Authority or Designee

Date Approved

APPENDIX G - 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 23, 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 H - 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 I - 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

SOCIAL SECURITY #	NAME: LAST,	FIRST,	M.I.	HOME ADDRESS	WORK LOCATION
-------------------	----------------	--------	------	--------------	---------------

_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

DELETIONS FROM BARGAINING UNIT

NAME: LAST,	FIRST,	M.I.
----------------	--------	------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature

Title

Date

APPENDIX J - LOW-COST HEALTH PLAN BY COUNTY – 1998 INSURANCE YEAR

<u>County</u>	<u>Low-Cost Health Plan</u>	<u>County</u>	<u>Low-Cost Health Plan</u>
Aitkin	Medica Primary	Marshall	State Health Plan
Anoka	State Health Plan Select	Martin	State Health Plan
Becker	State Health Plan Select	Meeker	State Health Plan Select
Beltrami	Medica Primary	Mille Lacs	Medica Primary
Benton	State Health Plan Select	Morrison	Medica Primary
Big Stone	HealthPartners	Mower	State Health Plan
Blue Earth	State Health Plan Select	Murray	Medica Primary
Brown	Medica Primary	Nicollet	State Health Plan Select
Carlton	First Plan Select	Nobles	HealthPartners
Carver	State Health Plan Select	Norman	Medica Primary
Cass	State Health Plan Select	Olmsted	State Health Plan Select
Chippewa	State Health Plan Select	Otter Tail	Medica Primary
Chisago	State Health Plan Select	Pennington	State Health Plan Select
Clay	State Health Plan Select	Pine	Medica Primary
Clearwater	Medica Primary	Pipestone	State Health Plan
Cook	State Health Plan	Polk	State Health Plan Select
Cottonwood	Medica Primary	Pope	State Health Plan Select
Crow Wing	State Health Plan Select	Ramsey	State Health Plan Select
Dakota	State Health Plan Select	Red Lake	State Health Plan Select
Dodge	State Health Plan Select	Redwood	State Health Plan Select
Douglas	Medica Primary	Renville	State Health Plan Select
Faribault	State Health Plan Select	Rice	Medica Primary
Fillmore	State Health Plan Select	Rock	Medica Primary
Freeborn	State Health Plan	Roseau	State Health Plan Select
Goodhue	Medica Primary	St. Louis	State Health Plan Select
Grant	Medica Primary	Scott	State Health Plan Select
Hennepin	State Health Plan Select	Sherburne	State Health Plan Select
Houston	State Health Plan Select	Sibley	Medica Primary
Hubbard	State Health Plan Select	Stearns	State Health Plan Select
Isanti	Medica Primary	Steele	State Health Plan Select
Itasca	First Plan Select	Stevens	Medica Primary
Jackson	Medica Primary	Swift	State Health Plan Select
Kanabec	Medica Primary	Todd	Medica Primary
Kandiyohi	State Health Plan Select	Traverse	Medica Primary
Kittson	State Health Plan	Wabasha	HealthPartners
Koochiching	Medica Primary	Wadena	Medica Primary
Lac Qui Parle	State Health Plan Select	Waseca	State Health Plan Select
Lake	First Plan Select	Washington	State Health Plan Select
Lake of the Woods	State Health Plan Select	Watsonwan	HealthPartners
Le Sueur	State Health Plan Select	Wilkin	State Health Plan Select
Lincoln	Medica Primary	Winona	State Health Plan Select
Lyon	State Health Plan Select	Wright	State Health Plan Select
McLeod	Medica Primary	Yellow Medicine	State Health Plan Select
Mahnomen	State Health Plan Select	Out of State	State Health Plan

APPENDIX K - DEPARTMENT OF HUMAN SERVICES/DEPARTMENT WIDE

ARTICLE I

No Layoff Agreement

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

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

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

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

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

EMPLOYEE MITIGATION TO LAYOFF SECTION:

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

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

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

JOB AND RE-TRAINING OPPORTUNITIES:

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

- 1.7 A position at any State agency pursuant to the activation of M.S. 246.60 by the Commissioner of Employee Relations and Administration. Relocation expenses will be paid by the employer.

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

ENHANCED SEPARATION PACKAGE

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

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

NORMAL SEPARATION PACKAGE

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

APPENDIX L - SUPPLEMENTAL AGREEMENT

THE MINNESOTA CENTER FOR ARTS EDUCATION

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

ARTICLE 1: Meet and Confer

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

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

ARTICLE 2: Hours of Work

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

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

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

ARTICLE 3: Teacher Assignments

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

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

ARTICLE 4: Layoff

The provisions of Article 14, Layoff, are supplemented by the following provisions.

1. All teachers shall be laid off only for reasons of fiscal necessity and not for disciplinary reasons. Further, they shall be laid off consistent with the principles of seniority.
2. All teachers shall have all discharge rights provided in Article 15 of the Labor Agreement between the parties.
3. The above rights will be granted to any and all teachers, including incumbents, who are members of the Professional State Residential Instructional Unit 15 at MCAE who have been employed at the Center, either full-time or part-time, and who have completed a probationary period of one (1) academic year if already tenured in a K-12 public school, or two (2) academic years for all others.

4. Arts Education Teachers who are on mobility leave from an independent school district under Minnesota Statutes 15.52 shall be given an indication of their continued employment status by January 10th preceding the start of the next regular school year.
5. Article 14, Section 3(E) 1 and 2 shall be modified as follows:

Bump the least senior teacher occupying a position in the same class, class option or another option within the class for which the teacher is determined by the Employer to be qualified.

ARTICLE 5: Vacation Leave

The provisions of Article 18, Vacation Leave, are supplemented by the following provisions.

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

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

ARTICLE 6: Holidays

The provisions of Article 20, Holidays, are supplemented by the following provisions.

Section 1. Employees will not normally be scheduled to work on the listed holidays in Article 20 except that the Appointing Authority may designate alternate days for the observance of these asterisked holidays. Prior to the implementation of a change in the listed holiday schedule, the Local Association may request to meet and confer regarding such a change.

ARTICLE 7: Salaries

The provisions of Article 23, Salaries, are supplemented by the following provisions.

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

ARTICLE 8: Extra Curricular Assignments

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

Event Chaperones	\$23/Event
Student Government	\$1,400
Gala	\$450
Yearbook	\$3,500

APPENDIX M - SUPPLEMENTAL AGREEMENT

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

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

ARTICLE 1: Hours of Work

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

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

ARTICLE 2: Layoff

The provisions of Article 14, Layoff, are supplemented by the following provision:

Section 1. Seniority. Notwithstanding the fact that the Minnesota Department of Children, Families and Learning 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 subject matter licensure held at the time of layoff.

ARTICLE 3: Vacation Leave

The provisions of Article 18, Vacation Leave, are supplemented by the following provision:

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

ARTICLE 4: Holidays

The provisions of Article 20, Holidays, are supplemented by the following provision:

Section 1. Employees will not normally be scheduled to work on the listed holidays in Article 20 except that the Appointing Authority may designate alternate days for the observance of these asterisked holidays. Prior to the implementation of a change in the listed holiday schedule, the Local Association may request to meet and confer regarding such a change.

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

ARTICLE 5: Teacher Assignments

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

Section 2. All teachers that are assigned and participate in curriculum development during the summer break shall be compensated at a rate of fifteen dollars and thirty cents (\$15.30) an hour.

ARTICLE 6: Extracurricular Assignments

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

Section 2. Extracurricular Salary Schedule.

<u>Category 1 Base</u>	<u>Category 2 Base</u>	<u>Category 3 Base</u>	<u>Category 4 Base</u>
\$ 3,700	\$ 2,300	\$ 1,800	\$ 1,500
<u>Category 1 Programs</u>	<u>Category 2 Programs</u>	<u>Category 3 Programs</u>	<u>Category 4 Programs</u>
Football Volleyball	Basketball	Speech/Forensics (MSAB) Swimming Track Wrestling Team Leader	Baseball Cheerleading Drama Goalball Golf

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

Job Title**Stipend per Academic Season**

Athletic Director	\$ 2,114.00
Assistant Athletic Director	\$ 672.00
Senior Class Sponsor	\$ 828.00
Yearbook Director (MSAD)	\$ 700.00
Yearbook Director (MSAB)	\$ 550.00
Junior Class Sponsor	\$ 500.00
Sophomore Class Sponsor	\$ 350.00
"C" Team Head Coaches	\$ 806.00
"C" Team Assistant Coaches	\$ 672.00
Newsletter Editor	\$ 500.00
Student Council Advisor	\$ 500.00
Junior National Association for Deaf	\$ 500.00
Speech/Debate/Forensic Advisor (MSAD)	\$ 500.00
Drama Assistant	\$ 600.00
Sign Language Interpreter	\$ 9.73/hr.
SCPI Team Member	\$ 263.00/year
Closeup Advisor	\$ 750.00
Brain Bowl Advisor	\$ 400.00

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

Home Events	\$ 14.00/hr.**
Away Events	\$ 140.95/day***
Other workers (scores, times, etc.)	\$ 7.30/hr.

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

**Hours beyond the normal workday.

***Saturdays and Sundays.

APPENDIX N - STATUTORY LEAVES

Following are the citations for leaves designated by the Legislature. These leaves are subject to change or repeal. These leaves are not grievable or arbitrable under Article 16, of this contract.

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

APPENDIX O - SENIORITY ROSTER

(Date of Posting)

(Name of Facility)

Subject:				
Criteria:				
Name	License(s)	Date	Meets Criteria	Currently Assigned

Subject:				
Criteria:				
Name	License(s)	Date	Meets Criteria	Currently Assigned

Subject:				
Criteria:				
Name	License(s)	Date	Meets Criteria	Currently Assigned

APPENDIX P - GLOSSARY

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

Administrative Procedures - The procedures of the Department of Employee Relations developed in accord with M.S. 43A.04, Subd. 4.

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

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

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

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

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

Compensatory Time ("comp time") - A form of payment for overtime that the employee may, with supervisory approval, use as a form of paid leave.

Competitive Open List - List of candidates who passed the exam for a class where the exam was open for application to both state employees and the public. Usually maintained for one year.

Competitive Promotional List - List of candidates who passed the exam for a class where the exam was open for application to current state employees only. Promotional exams may be open to all state employees or only employees of a particular agency. All state employees, except emergency and intern appointees, are eligible for promotional exams. Lists are usually maintained for two years.

Delegated Authority - The responsibility and accountability given to an agency by the Department of Employee Relations to perform certain classification and examination functions. This authority may vary from agency to agency.

D.O.E.R. (Department of Employee Relations) - The Employer of all State employees.

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

Eligible List - A list of candidates who have passed a job-related exam (competitive open and competitive promotional lists) or are otherwise qualified (reemployment and layoff lists) for a specific job class pursuant to the provisions of M.S. 43A.

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

Employer - Department of Employee Relations, which is considered the Employer of all State employees.

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

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

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

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

Incumbent - Employee currently serving in a job.

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

Job Audit - Process by which a position is reviewed by the Department of Employee Relations or Appointing Authority to determine the correct classification.

Just Cause - A standard upon which discipline is based.

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

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

M.S. - Minnesota Statutes.

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

Overtime - Payment, in the form of cash or compensatory time, for work performed that has been determined to be a special project.

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

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

Provisional Appointment - An appointment authorized when there is an urgent reason for filling a vacancy and no person on an incomplete certification is suitable or available for appointment. Appointment may not normally exceed 12 months, but may be extended for persons provisionally appointed to positions requiring licensure or certification where there is a lack of eligibles. Person must pass the appropriate qualifying exam and /or be qualified in all respects except for completion of a licensure or certification requirement.

Re-employment List - An eligible list by class of current or former permanent and probationary classified employees laid off, demoted in lieu of layoff or separated in good standing from the class, and whose written applications for consideration for re-employment in the class have been approved by DOER.

Re-instatement - The rehire of a former permanent or probationary classified state employee, who worked in the same class as the vacancy, within four years of separation from the class.

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

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

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

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

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

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

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

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



Minnesota
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December 7, 1995

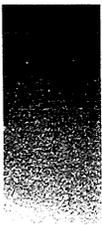
Nancy Kjeldahl
Sauk Centre Correctional Facility
Hwy 302
P.O. Box C
Sauk Centre, MN 56378

Dear Ms. Kjeldahl:

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

Sincerely,

Jeffrey O. Wade
Chief Negotiator
SRSEA 1995-97 Contract



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December 7, 1995

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

Dear Nancy:

During the negotiations of the SRSEA 1995-97 contract, the parties discussed ways to resolve some issues concerning the assignment of special teachers at the Thistledew Camp.

Specifically, the issues are:

- The assignment of dorm supervision to special teachers on Saturday.
- The assignment of special teachers to "solo" supervision during the 11:00 p.m. to 7:00 a.m. shift.
- The assignment of special teachers to the "Trek" program.

The parties have agreed that following the culmination of these negotiations there will be formed a committee, of equal numbers of management and union participants, whose task shall be to resolve the problems resulting from the assignment of special teachers as outlined above. It was further agreed that during the course of the committee's deliberations and resolution of these issues, no special teacher will be involuntarily assigned to perform the tasks outlined above until all attempts at procuring a volunteer has been exhausted. If it becomes necessary to involuntarily assign a special teacher to the above tasks, assignment will be made to the least senior qualified teacher.

The parties further agreed that during the committee's deliberations, the arbitration of the grievance over the Saturday supervision will be postponed and the legal action by SRSEA regarding the student contact time from 11:00 p.m. to 3:00 a.m. will be suspended.

Sincerely,

Jeffrey O. Wade, Chief Negotiator
1995-97 SRSEA Contract



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December 7, 1995

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

Dear Nancy:

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

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

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

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

Sincerely,

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



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December 7, 1995

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

Dear Nancy:

This letter is to confirm our understanding concerning licensure for vocational instructors. Due to an apparent change in practice and policy, vocational instructors have been unable to renew their vocational license. The parties agree that during the period of time it takes to resolve this problem, vocational instructors shall not have their salary reduced to lane IV if they cannot get their vocational licenses renewed because of the change in practice and policy. The parties further agree that this understanding does not allow vocational instructors to neglect their responsibility of keeping their licensing criteria current.

Sincerely,

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

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August 4, 1997

Mr. Dennis Schatz, President
State Residential Schools Education Association
Fergus Falls Regional Treatment Center
Box 157
Fergus Falls, MN 56537

Dear Mr. Schatz:

During the interest-based bargaining process conducted for the 1997-99 collective bargaining contract between the parties, it was agreed to establish a joint labor management committee to study the feasibility of using an annual salary approach for the compensation of SRSEA members.

Sincerely,



Barbara C. Holmes, Chief Negotiator
1997-99 SRSEA Contract

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August 4, 1997

Mr. Dennis Schatz, President
State Residential Schools Education Association
Fergus Falls Regional Treatment Center
Box 157
Fergus Falls, MN 56537

Dear Mr. Schatz:

During the interest-based bargaining process conducted for the 1997-99 collective bargaining contract between the parties, it was agreed to establish a joint labor management committee to study a peer review/performance management process.

During the first year the committee will research and develop a process that will be implemented in the second year at one or more pilot sites.

Sincerely,



Barbara C. Holmes, Chief Negotiator
1997-99 SRSEA Contract

August 11, 1997

Barb Holmes
Principal Labor Relations Representative
Department of Employee Relations
200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155

Dear Barb:

This letter is to confirm our understanding that was reached during the contract negotiations for the SRSEA 1997-1999 labor agreement. The parties agree that conflict does exist in the work environment and that it is the intent to resolve this conflict at the earliest appropriate time. Resolution could occur through the use of peer mediation, mediation by a neutral party, conflict resolution training, or by whatever means appropriately fits the situation. Furthermore, the parties agreed that funding of this process will be through mutual agreement.

Sincerely,

A handwritten signature in cursive script that reads "Dennis Schatz". The signature is written in black ink and is positioned above the printed name and title.

Dennis Schatz
SRSEA President

Minnesota
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September 15, 1997

Mr. Dennis Schatz, President
State Residential Schools Education Association
Fergus Falls Regional Treatment Center
Box 157
Fergus Falls, MN 56537

Dear Mr. Schatz:

During the interest-based bargaining process conducted for the 1997-99 collective bargaining contract between the parties, it was agreed that the parties would meet no later than February 1, 1998 to discuss potential issues arising from the restructuring of the Sauk Centre Correctional Facility.

Sincerely,



Barbara C. Holmes, Chief Negotiator
1997-99 SRSEA Contract

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September 15, 1997

Mr. Dennis Schatz, President
State Residential Schools Education Association
Fergus Falls Regional Treatment Center
Box 157
Fergus Falls, MN 56537

Dear Mr. Schatz:

During the interest-based bargaining process conducted for the 1997-99 collective bargaining contract between the parties, it was agreed that the parties would meet and confer regarding both subcontracting issues and issues related to the use of technical college employees at the Department of Corrections. These meet and confers will occur upon the request of the Association.

Sincerely,



Barbara C. Holmes, Chief Negotiator
1997-99 SRSEA Contract