

LABOR AGREEMENT

BETWEEN

THE MINNESOTA GUARDIAN AD LITEM PROGRAM

AND

MINNESOTA COUNCIL NUMBER 5,

**THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

(GUARDIAN AD LITEM PROGRAM EMPLOYEES OF THE STATE OF MINNESOTA)

FY22 – FY23

JULY 1, 2021 – JUNE 30, 2023

TABLE OF CONTENTS

ARTICLE 1 PREAMBLE	7
ARTICLE 2 RECOGNITION.....	7
Section 1 Official Definition of Unit.....	7
Section 2 Union Exclusivity	7
Section 3 Union Representation	7
Section 4 Amendment to Certified Unit	7
ARTICLE 3 UNION SECURITY	8
Section 1 Check Off.....	8
Section 2 Exclusivity	8
Section 3 Indemnity	8
Section 4 Fair Share.....	8
Section 5 Employee Lists.....	8
Section 6 Bargaining Unit Security	8
ARTICLE 4 MANAGEMENT RIGHTS	8
Section 1 General.....	8
Section 2 Reservation	8
ARTICLE 5 UNION RIGHTS	9
Section 1 New Employee Union Orientation.....	9
Section 2 Union Activities	9
Section 3 Employee E-Mail Use and Bulletin Boards.....	9
ARTICLE 6 NO STRIKE OR LOCK OUT.....	10
Section 1 No Strike.....	10
Section 2 No Lock Out.....	10
ARTICLE 7 NON-DISCRIMINATION.....	10
Section 1 Protected Class Status.....	10
Section 2 No Union Discrimination	10
ARTICLE 8 LABOR MANAGEMENT COMMITTEE.....	10
ARTICLE 9 HOLIDAYS.....	11-12

Section 1	Eligibility	11
Section 2	Observed Holidays	11
Section 3	Holidays on Day Off.....	11
Section 4	Holiday Pay Entitlement.....	11
Section 5	Work on a Holiday	12
ARTICLE 10	VACATION	12-13
Section 1	Eligibility	12
Section 2	Accrual and Accumulation.....	12
Section 3	Usage.....	13
Section 4	Length of Service.....	13
Section 5	Vacation Conversion to deferred Compensation	14
Section 6	Vacation Donation.....	14
ARTICLE 11	SICK LEAVE.....	14
Section 1	Eligibility	14
Section 2	Accrual and Accumulation.....	14
Section 3	Usage.....	14-17
ARTICLE 12	LEAVES OF ABSENCE.....	17
Section 1	Application for Leave.....	17
Section 2	Authorization for Leave.....	17
Section 3	Overtime.....	17
Section 4	Mandatory Paid Leaves of Absence	17-20
Section 5	Mandatory Unpaid Leaves of Absence.....	20-22
Section 6	Discretionary Unpaid Leaves of Absence.....	23
Section 7	Other Leaves of Absence	23-24
ARTICLE 13	PROBATION.....	24
Section 1	Required Probationary Period.....	24
Section 2	Termination During the Probationary Period.....	24
ARTICLE 14	VACANCIES	24
Section 1	Vacancy Defined	24

Section 2	Job Posting	24-25
Section 3	Filling Positions	25
Section 4	Reclassification Requests	25
ARTICLE 15 REASSIGNMENT		25
Section 1	Case-Specific Temporary Reassignment	25
Section 2	Non Case-Specific Temporary Reassignment	25
ARTICLE 16 SENIORITY		26
Section 1	Definition	26
Section 2	Termination of Seniority Rights	26
ARTICLE 17 LAYOFF AND RECALL		26
Section 1	Layoff	26-27
Section 2	Layoff Lists	28
Section 3	Recall	28
Section 4	Removal from Layoff List	28
ARTICLE 18 EXPENSE ALLOWANCES		28-31
Section 1	Cellular Phone	29
Section 2	Mileage and Parking Reimbursement	29
Section 3	Education Expenses	30
Section 4	Home Office Expenses	30
Section 5	Submitting the GAL Reimbursement Form	30-31
ARTICLE 19 DISCIPLINE		31
Section 1	Purpose	31
Section 2	Union Representation	31
Section 3	Disciplinary Procedure	31
Section 4	Loudermill	31
Section 5	Investigatory Leave	32
Section 6	Notice Hearing	32
Section 7	Appeal Procedures	32
Section 8	Official Personnel Records	32-33

Section 9	Resignation.....	33
Section 10	Abandonment of Position	33
ARTICLE 20 GRIEVANCE PROCEDURE		33-35
Section 1	Definition of a Grievance.....	33
Section 2	Union Representatives	33
Section 3	Processing of a Grievance.....	34
Section 4	Procedure	34
Section 5	Expedited Arbitration.....	35
Section 6	Arbitrator's Authority	35
Section 7	Timelines	35
Section 8	Election of Remedies	35
ARTICLE 21 INSURANCE		36
ARTICLE 22 WORKERS' COMPENSATION.....		36
Section 1	Job Related Injuries	36
Section 2	Vacation and Sick Leave Accrual.....	36
Section 3	Insurance.....	37
Section 4	Injury on Duty Pay.....	37
ARTICLE 23 SAFETY		37
ARTICLE 24 HOURS OF WORK		37
Section 1	Non-Exempt Employees.....	37
Section 2	Pay Week Defined	37
Section 3	Overtime Hours and Flexibility	37
Section 4	Voluntary Reduction in FTE.....	38
ARTICLE 25 COMPENSATION.....		38
Section 1	Wages.....	38
Section 2	Wage Re-Opener	38
Section 3	Salary Placement for New Hires	38
Section 4	Recognition	38
Section 5	Severance Pay	38-39

Section 6	Health and Dental Premium Accounts.....	39
Section 7	Medical/Dental Expense Account	39
Section 8	Dependent Care Expense Account.....	40
Section 9	Health Care Savings Plan	40
ARTICLE 26 SAVINGS	40
Section 1	Validity	40
Section 2	Re-Negotiation	40
ARTICLE 27 DURATION	41
Section 1	Duration	41
Section 2	Renewal	41
Section 3	Agreement In Effect	41
Signature Page	42
APPENDIX A: Vacation Accrual Table.....		43
APPENDIX B: Sick Leave Proration Schedule.....		44
APPENDIX C: Classification List.....		45

ARTICLE 1 PREAMBLE

The agreement is between the Guardian ad Litem Board, (here after referred to as Employer) and AFSCME Council 5, Local 3688, AFL-CIO (here after referred to as Union). The agreement is to establish wages, hours and other conditions of employment.

The Employees and Employer acknowledge their responsibility to:

- Promote harmonious relations in the workplace;
- Promote dignity and respect in the workplace; and
- Establish and promote equitable and peaceful resolutions of differences.

ARTICLE 2 RECOGNITION

Section 1 Official Definition of Unit

The Employer recognizes the Union as the exclusive bargaining representative, under Minnesota Statutes, for a certified bargaining unit defined as:

All employees employed by the Minnesota Guardian ad Litem Board, who are public employees within the meaning of Minnesota Statutes, 179A.03, subd. 14, excluding confidential and supervisory employees.

Section 2 Union Exclusivity

The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employees' organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

Section 3 Union Representation

If a majority of employees in any job class and/or series not already represented choose union representation, such job class shall be accreted to the appropriate bargaining unit. Such accretion shall be accomplished by the exclusive representative filing an appropriate petition with the BMS and a finding by BMS through a card count, that there is majority interest in Union representation among employees in the job class and/or series proposed for accretion. In accordance with Article 2 sec. 1 & 2 and Article 8 Sec. 2 the Employer will remain neutral with any accretion by the Union.

Section 4 Amendment to Certified Unit

In the event a job class and/or series is added to the appropriate bargaining unit by accretion, the parties agree to negotiate with one another concerning wages and such other terms and conditions of employment as may be applicable to the position and which are not covered by this Agreement. However, it is agreed that all other terms and provisions of the Agreement shall apply to the new job classification and/or series. Appendix C shall be modified to reflect any and all additional job class and/or series added due to successful accretion.

ARTICLE 3 UNION SECURITY

Section 1 Check Off

The Employer shall permit the Union to access the Employer's payroll system in order to deduct the membership dues from the earnings of those employees who authorize such deductions in writing. The deduction shall continue in effect until cancelled by the employee through the Union.

Section 2 Exclusivity

No other employee organization shall be granted payroll deduction of dues for employees covered by this Agreement.

Section 3 Indemnity

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article including fair share deductions and remittances.

Section 4 Employee Lists

The Employer shall provide the Union with a listing of all employees in the bargaining unit represented by the Union by seniority monthly. The Employer or its designee shall report to the Union the information on all employees added to or removed from the bargaining unit. The Employer shall send a report detailing temporary employees in the GAL program. These reports shall be made on a monthly basis and shall be transmitted no later than one calendar week following the end of each month.

Section 5 Bargaining Unit Security

The Employer shall provide the applicable Local Union President with information on new volunteers, interns and students working in the GAL Program via e-mail from the HR Manager or designee quarterly.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1 General

It is recognized that, except as expressly modified by this Agreement, the Employer retains all inherent managerial rights necessary to operate and direct the affairs of the Employer in all its various aspects.

These rights include but are not limited to the right to determine policy, functions and programs, determine and establish budgets, utilize technology, relieve employees due to lack of work or other legitimate reasons, determine the methods, means, organization and number of persons by which such operations and services are to be conducted, and select and direct personnel.

Section 2 Reservation

Any terms of employment not specifically established or modified by this Agreement shall remain exclusively within the discretion of the Employer to modify, establish or eliminate.

ARTICLE 5 UNION RIGHTS

Section 1 New Employee Union Orientation

Guardian ad Litem Human Resources shall notify the designated Union Representative within the first two weeks from a new hire's start date to allow the scheduling of a 60 minute union orientation within the new employee's first 30 days of employment. If a work location orientation is not feasible, the Union shall be offered 60 minutes as a part of the district's orientation agenda.

Section 2 Union Activities

The Union may designate employees from the bargaining unit to act as stewards and shall inform the Employer's Labor Relations Representative, in writing, of such choice and subsequent changes in the position of stewards and/or alternates.

The Employer agrees that during working hours, on the work premises, without loss of pay, the Union president or one designated Union Representative shall be allowed reasonable time which does not unduly interfere with his or her normal duties or the duties of other employees to: post Union notices and announcements; to distribute the contract and steward list to new employees; transmit communications authorized by the Local Union or its officers to the Employer or his/her representative; or consult with the Employer or his/her representatives; or to consult with Local Union officers, or other Union representatives, regarding enforcement of any provisions of this Agreement. This provision does not include paid time off to attend union or officer meetings. Any unresolved concerns regarding the use of this provision shall be discussed through a meet and confer.

Section 3 Employee E-Mail Use and Bulletin Boards

Notwithstanding other appropriate employment uses, the Employer shall allow bargaining unit employees to use its e-mail system to advertise Union meetings and Union initiatives to other bargaining unit members so long as usage complies with the Employer's policy about e-mail usage, the communication does not advocate any course of action contrary to the provision of this Agreement, nor does the communication contain any material of a partisan political, derogatory, or inflammatory nature. This provision would prohibit any materials that promote or disparage any candidate or political party in any race for elected office.

In Districts where GAL Program Employees report to a program office, the Employer shall furnish adequate bulletin board space in one or more convenient places in the work areas to be used exclusively by the Union for posting pertinent Union information; this will normally be on the AFSCME CAT bulletin board. The employer will make available a bulletin board in an electronic format for those employees who do not report to a program office. The electronic bulletin board will be housed on SharePoint. It is specifically understood that posted materials shall not advocate any course of action contrary to the provision of this Agreement nor shall they contain material of a partisan political, derogatory or inflammatory nature. This provision would prohibit any materials that promote or disparage any candidate or political party in any race for elected office.

ARTICLE 6 NO STRIKE OR LOCK OUT

Section 1 No Strike

The Union agrees that it will not promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of M.S. 179A.18. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slow down or the absence in whole or in part from the full, faithful, and proper performance of the duties of employment for purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment."

Any employee who knowingly violates the provisions of this section may be discharged or otherwise disciplined.

Section 2 No Lock Out

No lock out shall be instituted by the Employer and/or its designees during the life of this Agreement.

ARTICLE 7 NON-DISCRIMINATION

Section 1 Protected Class Status

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, gender identity, marital status, familial status, sexual preference, race, color, creed, religion disability, national origin, or political affiliation or as defined by statute or Court Rule. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement. When a reasonable accommodation under the Americans with Disabilities Act is necessary and the accommodation conflicts with any provision of the Agreement, the Employer and the Union shall meet and confer prior to the implementation of the accommodation.

Section 2 No Union Discrimination

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or non-union membership or because of any employee activity in an official capacity on behalf of the Union, which in accord with the provisions of this agreement.

ARTICLE 8 LABOR MANAGEMENT COMMITTEE

The parties agree to maintain the state wide Labor Management Committee during the term of this agreement.

The parties shall mutually utilize the LMC to establish and maintain an outreach and advocacy sub-committee in order to advocate and educate regarding GAL programming and legislative funding on an ongoing basis. There shall be an equal number of labor and management participants.

ARTICLE 9 HOLIDAYS

Section 1 Eligibility

All employees in payroll status except temporary appointments appointed for less than six months, student workers, intermittent employees, and interns are eligible for paid holidays.

Section 2 Observed Holidays

The following shall be observed as paid holidays:

New Year's Day
Martin Luther King Day
Presidents Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Day

An eligible full-time or part-time employee, shall receive two (2) floating holidays each year in accordance with their FTE allocation each fiscal year in addition to the observed holidays. The holiday shall be taken on an employee's regularly scheduled work day subject to mutual agreement between the appointing authority and the employee. The floating holidays may not be split and must be used in its entirety. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost.

Section 3 Holidays on Day Off

When a holiday falls on a scheduled day off, the scheduled work day before or after the holiday shall be the holiday unless other arrangements are agreed to between the supervisor and the employee. When the Program office location is closed as a result of a county paid holiday not observed by the Guardian ad Litem Program, employees shall be required to work unless they take accumulated vacation or floating holiday pay, after securing the approval of the supervisor.

Section 4 Holiday Pay Entitlement

In order to receive a paid holiday, (including both observed holidays and floating holidays), an otherwise eligible employee must have returned to work from his/her unpaid leave and be in payroll status for a duration equivalent to the employee's normal work schedule on the normal work day immediately preceding the holiday, and the normal work day immediately following the holiday. Employees may not receive a paid holiday while on an unpaid leave, excluding an authorized Military leave, or an approved Voluntary Unpaid Salary Savings Leave.

Employees who normally work less than 80 hours per pay period shall have their holiday pay pro-rated in accordance with their FTE allocation, not to exceed 8 hours.

Employees who do not work a regular recurring schedule shall have their holiday pay pro-rated consistent with their FTE allocation, not to exceed 8 hours.

Employees who work flex schedules (e.g., four 10 hour days) receive holiday pay based on the number of hours the employee would have been scheduled to work had there been no holiday, to a maximum of eight hours. With supervisory approval, the employee may work additional hours within the work week or utilize accrued compensatory or vacation leave to make up for any loss of pay.

The estate of an eligible employee who has died on a holiday or holiday weekend shall be entitled to be paid for the holiday.

Section 5 Work on a Holiday

Hours worked on an observed holiday must be pre-approved. If pre-approval is given, a non-exempt employee shall be compensated at the appropriate overtime rate plus pay for the holiday.

When a religious holiday not observed as one of those holidays listed above falls on an employee's regularly scheduled work day, the employee shall be entitled to time off to observe the religious holiday. Time to observe a religious holiday shall be taken without pay unless the employee uses their floating holiday, accumulated vacation leave or accumulated compensatory time. An employee shall notify his/her supervisor, in writing, of his/her intention to observe a religious holiday at least 21 days prior to the religious holiday.

ARTICLE 10 VACATION

Section 1 Eligibility

All employees in payroll status except temporary appointments appointed for less than six months, student workers, intermittent employees, and interns are eligible to accrue and use vacation leave.

Section 2 Accrual and Accumulation

An eligible employee shall accrue vacation leave each pay period in accordance with the schedule applicable for their position as set forth below. An eligible employee being paid for less than a full 80-hour pay period shall have his/her vacation accrual prorated.

Vacation leave may be accumulated to a maximum of 275 hours.

In emergency situations, the Program Administrator, at their discretion, may temporarily suspend the maximum number of hours that may be accumulated for all employees or on a case by case basis. In the event such a suspension is authorized, the Program Administrator shall determine and communicate a date by which any exceeding balances must be reduced. Any exceeding balances beyond the communicated date shall be deemed lost.

The rates of vacation accrual described within this agreement are applicable to eligible state benefited employees only.

All eligible employees shall accrue vacation leave according to the following rates:

- 0 through 5 Years= 4 Working Hours per pay period
- After 5 through 8 Years=5 Working Hours per pay period
- After 8 through 12 Years=7 Working Hours per pay period
- After 12 through 18 Years=7.5 Working Hours per pay period
- After 18 through 25 Years=8 Working Hour per pay period

- After 25 through 30 Years=8.5 Working Hours per pay period
- After 30 Years=9 Working Hours per pay period

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

Eligible employees being paid for less than a full eighty (80) hours pay period shall have their vacation accruals pro-rated in accordance with the employee's FTE as set forth in Appendix A.

Section 3 Usage

All vacation eligible employees who have not completed six (6) months of continuous service may use vacation under special circumstances as approved by their appointing authority.

An employee shall submit a written request to their appointing authority to use vacation leave prior to the absence. The supervisor shall respond within three days and shall deny the request only when she or he determines that the denial is necessary to meet job related organizational needs. Employees shall not be required to work during the employee's vacation once the vacation request has been approved. Should an emergency arise, the GAL shall inform their supervisor of unknown or unplanned emergency work completed during vacation as soon as practicable. Work completed during vacation of a non-emergent nature shall require pre-approval.

An employee who uses vacation leave shall be charged only for the number of hours he or she would have been scheduled to work during the period of absence.

Vacation leave shall not be granted in increments of less than one quarter (1/4) hour except to permit use of lesser fractions that have been accrued.

Holidays that occur during vacation periods shall be paid as holidays and not charged as vacation leave.

All vacation eligible employees upon separation of employment shall be compensated at the employee's current rate of pay, for all vacation leave accrued and unused at the time of separation, up to a maximum of 275 hours. Vacation leave may not be used in combination with unpaid leave on separation to extend insurance coverage or be used in lieu of notice. The employee must be present at work on the effective date of their separation, except as otherwise authorized by the employee's appointing authority.

Section 4 Length of Service

The length of service provisions herein relate only to the determination of vacation accrual rates.

Length of service does not include time on suspension or unpaid non-FMLA or Military leaves of absence which exceed one full pay period in duration.

Length of Service may include time spent in other State of Minnesota government positions or other public jurisdictions, including county court administration offices. Employees who transferred to employment with the Minnesota Judicial Branch under the provisions of M.S. 480.181 and who elected to receive benefits from the State under the Judicial Branch Human Resource Rules, shall have his/her length of service transferred.

Section 5 Vacation Conversion to Deferred Compensation

Should the employer choose to offer the option to convert vacation to deferred compensation, contingent upon adequate funding, the option of converting vacation to deferred compensation shall be made to employees covered under this agreement.

Section 6 Vacation Donation

State Benefitted Employees shall be able to donate accrued vacation leave for the use of other state benefitted employees who have exhausted their sick leave as permitted by Minnesota Statutes Chapter 43A.1815. An employee may donate up to forty (40) hours of accrued vacation leave each fiscal year to the sick leave account of one or more State employees. If the statutorily defined limit changes during the term of the contract, the statutorily defined limit shall prevail.

ARTICLE 11 SICK LEAVE

Section 1 Eligibility

All employees in payroll status except temporary appointments appointed for less than six months, student workers, intermittent employees, and interns are eligible to accrue and use sick leave.

Section 2 Accrual and Accumulation

The rates of sick leave accrual described within this agreement are applicable to eligible state benefitted employees only. An eligible, full-time employee shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of eligibility. An employee being paid for less than eighty (80) hours in a pay period shall have his/her sick leave accrual pro-rated.

Eligible employees on an unpaid military leave shall earn and accrue sick leave as though actually at work.

An eligible employee who is appointed, reappointed or rehired to service with the Program within four years from the date of separation, provided they separated in good standing within Minnesota State government, or transfer without a break in service shall have his/her previous sick leave balance, if any, restored.

However, any employee being reappointed or rehired after receiving severance pay shall not have his/her leave balance restored.

The rates of sick leave accrual described within this agreement are applicable to eligible state benefitted employees only.

Section 3 Usage

Whenever practicable, an employee shall submit a written request for sick leave to the coordinator in advance of the period of absence. When advance notice is not possible, an employee shall notify his/her coordinator at the earliest possible opportunity.

Sick Leave Use Reason	Familial Relationships Defined
Level 1: Illness, Medical, Chiropractor, Dental Care, or Crisis Leave	<u>Employee and Employee's:</u> <ul style="list-style-type: none"> • Spouse or Cohabiter • Any dependent of the employee or spouse as defined by the SEGIP definition found in APPENDIX A and including any person for whom the employee has legal guardianship or power of attorney. • Parents • Step parents
Level 2: Disability and Hospitalization (including employee's inability to work, as certified by a doctor, due to being pregnant or giving birth)	All Familial relationships noted in Level 1 above, plus the following: <u>Employee's:</u> <ul style="list-style-type: none"> • Adult Children <u>Spouse or Cohabiter's:</u> <ul style="list-style-type: none"> • Parents • Step Parents • Adult Children
Level 3: Illness and Injury	All Familial relationships noted in Levels 1 and 2 above, plus the following: <u>Employee's:</u> <ul style="list-style-type: none"> • <u>Siblings (usage may be limited per MN Statute 181.9413)</u> • <u>Grandparents (usage may be limited per MN Statute 181.9413)</u> • <u>Grandchildren (non-dependent)</u>
Level 4: Terminal or Catastrophic Illness	All Familial relationships noted in Levels 1, 2, and 3 above, plus the following: <u>Employee's:</u> <ul style="list-style-type: none"> • Adult Children's Spouse or Cohabiter • Step siblings • Step grandparents <u>Spouse or Cohabiter's:</u> <ul style="list-style-type: none"> • Adult Children's Spouse or Cohabiter
Level 5: In case of Death (to attend the funeral for a reasonable period, including necessary travel time)	All Familial relationships noted in Levels 1, 2, 3, and 4 above, plus the following: <u>Employee's:</u> <ul style="list-style-type: none"> • Great grandparents • Great-grandchildren <u>Spouse or Cohabiter's:</u> <ul style="list-style-type: none"> • Siblings • Step siblings • Grandparents • Step grandparents • Great grandparents <p>Each biennium, an employee, upon request, shall be granted one (1) day from his/her sick leave accrual to attend the funeral of any person not listed above.</p> <p>Upon notice to the supervisor, an employee may take up to three (3) days of sick leave during a two-week period to attend the funeral, burial, or similar grieving ceremony, travel to and from the funeral, make funeral arrangements, grieve, or comfort others in a time of personal loss. Following</p>

	the three (3) days , a reasonable amount of applicable leave (i.e. sick, vacation, unpaid leave, personal leave, medical leave) maybe be taken with supervisory approval and shall not be unreasonably denied.
Birth or Adoption of a child by the employee	Birth or adoption of an employee’s child, not to exceed five (5) days , unless otherwise covered under the disability provisions of this section. The sick leave usage must begin effective the date of birth, hospital release date of infant, or placement date.
Arrange for Nursing Care	To arrange for necessary nursing care for family members listed levels 1, 2, and 3 above, not to exceed five (5) days .
OTHER:	Exposure to contagious disease which endangers the health of oneself and other persons;
Notes:	Dependents, regardless of relationship, are outlined in the SEGIP definitions. In addition, dependents include any person for whom the employee has legal guardianship or power of attorney.

For the purposes of this section, cohabiter means:

An adult of either the same or opposite sex as the employee, under circumstances in which the employee and other adult:

1. Have entered into a committed interdependent relationship with each other;
2. Are jointly responsible for each other’s basic common welfare;
3. Share a common residence and intend to do so indefinitely;
4. Are not related by blood or adoption such that would prohibit marriage in Minnesota; are neither married nor registered in another domestic partnership; and
5. Are legally competent and qualified to enter into a contract.

“Joint responsibility” means that each person agrees to provide for the other person’s basic living expenses if the person is unable to provide for himself or herself.

“Basic common welfare” includes food, shelter, and health care.

“Share a common residence” means that two (2) people share the same place. It is not necessary that the legal right to possess the common residence be in both of their names. Two (2) people may have a common residence even if one (1) or both persons have an additional place to live. A cohabiter does not cease to live together with the employee if one (1) of them leaves the common residence but intends to return, including, but not limited to, periods of time left for long-term or short-term medical care, education, sabbaticals, or employment.

An employee using sick leave may be required to furnish a statement from the treating medical practitioner or a medical practitioner designated by the appointing authority confirming the employee’s

attendance at an appointment and/or indicating the nature and expected duration of the illness or disability.

The employer may also require a statement from a medical practitioner if the appointing authority has reason to believe the employee is not able to work or has been exposed to a contagious disease that endangers the health of other persons.

Sick leave hours shall not be used during the pay period in which the hours are accrued. Sick leave accruals earned while on sick leave may be used by the employee with prior supervisory approval.

An employee using sick leave shall be charged for only the number of hours that the employee would have been scheduled to work during the period of sick leave. Sick leave shall not be granted for periods of less than one quarter (1/4) hour except to permit usage of lesser fractions that have been accrued. Holidays that occur during sick leave increments will be paid as holidays and not charged as a sick leave day.

ARTICLE 12 LEAVES OF ABSENCE

Section 1 Application for Leave

All requests for leave of absence or extension thereof shall be submitted in writing by the employee to the employee's immediate supervisor as soon as the need for such leave or extension is known. Leave of absence or extension may be requested orally when the need for the submission is not known in time for a written request. In this case, the employee will follow up with a written request as soon as practicable. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2 Authorization for Leave

Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for a leave of absence shall be answered by the supervisor promptly, including, upon request by the employee, a statement of the employer's intent regarding whether or not the employee's position will be filled permanently. No leave of absence request shall be unreasonably denied and no employee shall be required to exhaust vacation leave accruals prior to a leave of absence except as required under Section 68, Personal Leave.

Section 3 Overtime

Paid leaves under this Article shall not result in an Employee receiving overtime.

Section 4 Mandatory Paid Leaves of Absence

Paid leaves of absence shall not exceed the employee's normal work schedule and shall be granted as follows:

- A. Court appearance leave for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority for purposes related to the employee's employment with the Program. The employee shall receive regular pay for such appearances or attendance, including necessary travel time, provided that any fee received for the appearance or attendance, exclusive of paid expenses, is remitted to the Program. Any employee who must appear and testify in private litigation, not as an officer of the Program but as a private individual, shall be required to use vacation leave, leave of

absence without pay, or compensatory time unless, by mutual consent with the appointing authority, the employee is able to work an equivalent number of hours during the work week to compensate for the hours lost.

- B. Jury duty leave for time to serve on a jury provided that when not impaneled for actual service, but only on call for service, the employee shall report to work. The employee shall receive regular pay for such time as required for service, provided that any jury duty fee received, exclusive of paid expenses, is remitted to the Program. If the employee chooses to use vacation leave, he or she may retain the jury duty payment.
- C. Election Judge Leave pursuant to M.S. 204B.195 for purposes of serving as an Election Judge in any election. The employee must request the leave in writing at least 20 calendar days in advance.
- D. Military leave in accordance with M.S. 192.26 for members of a reserve component of the armed forces of this state or of the United States who are ordered by the appropriate authorities to active service or to attend a training program. This leave shall be limited to 15 working days per calendar year. The employee must inform the Appointing Authority within seven (7) calendar days of receiving notification of duty. A copy of the military orders must accompany the employee's time sheet.
- E. Employees eligible to vote may take voting leave time during an election day, to a maximum of two hours, for the purpose of voting in any regularly scheduled state primary or general election, or any election to fill a vacancy in the United States Congress or state legislature, provided the employee has made prior arrangements for such absence with his/her immediate supervisor.
- F. Emergency Leave:
 - 1) State-wide Closures: If a state-wide natural (including weather emergencies) or man-made emergency is declared or the Governor or the Commissioner of Minnesota Management and Budget (MMB) declares state offices to be closed, all Program offices will be closed. Employees will be notified of the closing, pursuant to the applicable policy. Employees shall be paid their regular rate of pay during the emergency closure, without loss of leave.
 - 2) County Specific Closures: Should Minnesota Management & Budget (MMB) announce the closure of state offices within a specific county due to an emergency situation, Program offices within that county will also be closed. Should a County determine that its facilities housing the court are closed due to an emergency situation, Program offices within that county will be closed. The Program Administrator or his/her designee may close specific Program offices. Affected employees will be notified of the closure, pursuant to the applicable policy. Employees shall be paid their regular rate of pay during the emergency closure, without loss of leave.
 - 3) Absence without Closure: Unless offices are closed, each employee is expected to report to work. However, if, in the employee's reasonable opinion, it is not possible to report to or remain at the work site safely, leave time must be used to account for the time not worked. The employee may use accrued sick, vacation or, if non-exempt, compensatory time to compensate for time not worked. If a new employee has not been able to earn leave sufficient to cover the time absent from work due to

a weather emergency, the employee may make arrangements with their supervisor to make up the time by working additional hours within the same work week.

This section applies to home-officed Employees: When, in the Employee's reasonable opinion, an unanticipated event makes it impossible to perform work and the Employee demonstrates an inability to work from his/her home office, the Absence without Closure provision shall apply.

- G. Athletic leave in accord with M.S.15.62 to prepare for and engage in World, Olympic, or Pan American games competition.
- H. Educational leave for work related training conducted during normal working hours and approved at the discretion of the appointing authority shall be credited as active work time. This provision does not include paid time to attend CLE's unless attendance at the CLE is directed by and approved by the immediate supervisor.
- I. Blood Donation Leave to donate blood to both onsite and offsite endorsed programs for up to three hours in a fiscal year. (Minn Stat s 43.A.187)
- J. Leave for Bone Marrow Donation M.S. §181.945. An employer must grant paid leaves of absence to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.
- K. Leave for Organ Donation M.S. §181.9456. An employer must grant paid leaves of absence to an employee who seeks to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours for each donation, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee for organ donation. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited
- L. Disaster Volunteer Leave M.S. §43A.185.
A state employee who is a certified disaster service volunteer of the American Red Cross may be granted leave from work with 100 percent of pay, not to exceed 15 working days in each year, to participate in specialized disaster relief services for the American Red Cross. The employee must be released from work for this function upon the request of the American Red Cross for the services of that employee, and upon the approval of that employee's appointing authority. The appointing authority shall compensate the employee granted leave under this section at 100 percent of the employee's regular rate of pay for those regular hours during which the employee is absent from work. This leave, if granted by the appointing authority, may not affect the employee's vacation leave, pension, compensatory time, personal vacation days, sick leave, earned overtime accumulation, or cause a loss of seniority.

M. Flu Shot Leave.

Reasonable paid leave shall be granted to employees to obtain a flu shot one-time per year on or off site, not to exceed 2 hours for an off-site flu shot.

N. Paid Parental Leave

1. Length of Leave. Paid parental leaves of absence of up to three (3) consecutive weeks shall be granted to eligible state employees who request such leave following the birth or adoption of a child.

2. Eligibility. Employees are eligible if they meet eligibility criteria for Family and Medical Leave Act ("FMLA") leave, which generally means the employee has been employed by the Employer for twelve (12) months and has worked at least 1,250 hours during the year immediately preceding the leave. Paid parental leave ("PPL") is available to employees who experience the following qualifying events:

- a) An employee or their spouse/partner gives birth to the employee's child;
- b) A child is placed in the employee's home for adoption; or
- c) A child is placed in the employee's home to adjudicate parentage in cases of surrogacy when the employee is the intended parent.

3. Use. Eligible employees must complete PPL within six (6) months of the qualifying event. At the Appointing Authority's discretion, employees may be allowed intermittent or reduced schedule use of leave. PPL not used within the required timeframe shall not be carried over or cashed out.

Employees must first exhaust accrued sick leave for reasons which qualify for sick leave use. PPL is to be used following the use of sick leave. PPL will be granted once per qualifying event, and for no more than one qualifying event per fiscal year.

4. Interaction with Other Leaves. Paid parental leave will run concurrently with any unpaid leave(s) that parents may be entitled to under other provisions of this Agreement or provided by law. Employees shall not receive other types of paid leave provided by this Agreement (e.g., sick, vacation, compensatory time) for hours for which they are receiving PPL.

Section 5 Mandatory Unpaid Leaves of Absence

Unpaid leaves of absence shall be granted upon an employee's request as follows:

- A. Medical leave for a period of one year per illness or injury, unless extended by the appointing authority, when an employee has exhausted his/her accumulation of sick leave due to an extended illness or injury. The employee may be required to provide medical documentation substantiating the illness/injury.
- B. Family leave to a natural or adoptive parent for a period of six months when requested in conjunction with the birth or adoption of a child. In the case of adoption, the leave will begin on the date requested by the employee. In the case of a natural childbirth, the leave will begin either on the date requested by the employee or the date of the birth of the child, whichever comes first. Sick leave used prior to the birth of the child, with a medical practitioner's statement, will not reduce the duration of this leave. Sick leave or vacation leave used following the birth of the child will not extend the six month family leave. Upon request the appointing authority may, at its discretion, extend the leave up to a maximum of one year.

- C. Military leave in accord with 38 U.S.C. 2024(d) for the period required to perform active duty for training or inactive duty training in the armed forces of the United States shall be granted with the employee being permitted to return to the employee's position with such seniority, status, pay, vacation, and sick leave as such employee would have had if the employee had not been absent due to service under this provision. Vacation leave may be accumulated, if otherwise eligible, to any amount provided that the amount is reduced to 275 hours within two (2) years of the employee's return to service within the Program. The employee must inform his/her appointing authority within seven calendar days of receiving notification of duty. At the employee's request, he/she shall be allowed to supplement unpaid military leave with accrued vacation leave. Any vacation leave used for this purpose must have been accumulated prior to the start of the military leave.
- D. Military leave in accord with §M.S.192.261, subd.1 for entry into active military service in the armed forces of this state or of the United States for the period of military service up to five years plus any additional time, in each case, as the employee may be required to serve pursuant to law. At the employee's request, he/she shall be allowed to supplement unpaid military leave with accrued vacation leave. Any vacation leave used for this purpose must have been accumulated prior to the start of the military leave. If military leave under this section results from an order to active service by the appropriate authority, the employee shall continue to accrue vacation and sick leave if otherwise eligible during the period of active service. Vacation leave may be accumulated to any amount provided that the amount is reduced to the appropriate rate as specified within this agreement hours within two (2) years of the employee's return to service within the Program.
- E. Leave for Civil Air Patrol Service M.S. §181.946 Unless the leave would unduly disrupt the operations of the employer, an employer shall grant a leave of absence without pay to an employee for time spent rendering service as a member of the civil air patrol on the request and under the authority of the state or any of its political subdivisions
- F. Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service. M.S. §181.947 An employer must grant up to ten working days of a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces has been injured or killed while engaged in active service.
- G. Leave to Attend Military Ceremonies M.S. §181.948 Unless the leave would unduly disrupt the operations of the employer, an employer shall grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency. The employer may limit the amount of leave provided under this subdivision to the actual time necessary for the employee to attend a send-off or homecoming ceremony for the mobilized service member, not to exceed one day's duration in any calendar year.
- H. The Family and Medical Leave Act provides eligible employees with unpaid leave for up to twelve (12) weeks in a twelve (12) month period for the birth or adoption of a child, for the care of a child, spouse, or parent who has a serious health condition, and for serious illness of an employee. It also entitles employees to job protection and the continuation of employer health insurance during the period of a qualifying leave. The Program has established that the twelve (12) month period coincides with its fiscal year. The usage of accrued paid leave while on FMLA counts toward the total 12 weeks and sick leave must be taken for an FMLA qualifying event. Medical documentation may be requested for all FMLA medical leaves.

Employees who do not return to work for a minimum of 30 calendar days after leave will be liable for repayment of employer paid insurance premiums.

- I. The National Defense Authorization Act for FY 2008 amended the FMLA to provide the option for leave to care for an injured or ill service member.
 - 1) New Qualifying Reason for Leave: Eligible employees are entitled to up to 12 weeks of unpaid leave during the fiscal year for “any qualifying exigency” when the employee’s spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces (including the Reserves and National Guard) in support of a “contingency operation”.
 - 2) New Leave Entitlement: An eligible employee who is the spouse, son, daughter, parent or next of kin of a service member who is recovering from a serious illness or injury sustained in the line of duty on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member. “Next of kin” means the nearest blood relative of the service member.
- J. School Conference and Activities Leave M.S. §181.9412 An employer must grant an employee leave of up to a total of 16 hours (Per Child) during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours.
- K. Precinct Caucuses M.S. §202A.19 Every employee who is entitled to attend a major political party precinct caucus is entitled, after giving the employer at least ten days' written notice, to be absent from work for the purpose of attending the caucus during the time for which the caucus is scheduled without penalty or deduction from salary or wages on account of the absence other than a deduction in salary for the time of absence from employment.
- L. Party Officers and Delegates to Party Conventions M.S. §202A.135 If an employee gives at least ten days' written notice to the employer, the employee may be absent from work to attend any meeting of the state central committee or executive committee of a major political party if the employee is a member of the committee, or may attend any convention of major political party delegates, including meetings of official convention committees, if the employee is a delegate or alternate delegate to that convention. An employee who gives proper notice as provided in this section shall suffer no penalty or deduction from salary or wages on account of absence other than a deduction in salary or wages for the actual time of absence from employment. A violation of this section by an employer is a misdemeanor
- M. Victims or Witnesses M.S. §611A.036 An employer must allow a victim or witness, who is subpoenaed or requested by the prosecutor to attend court for the purpose of giving testimony reasonable time off from work to attend criminal proceedings related to the victim's case. An employer must allow a victim of a heinous crime, as well as the victim's spouse or next of kin, reasonable time off from work to attend criminal proceedings related to the victim's case.
- N. Volunteer Firefighters/Emergency Medical Technician/Natural Disaster Leave. Employees who notify their supervisor in advance that they are Emergency Medical Technicians or members of volunteer fire departments may be granted leave to respond to calls. Leave may also be granted to Red Cross, Civil Defense or First Responder volunteers in the event of a natural disaster or other catastrophe.

Section 6 Discretionary Unpaid Leaves of Absence

Discretionary unpaid leaves of absence may be granted, denied or limited in number at the discretion of the

Employer or its designees as follows:

- A. Temporary leave for salary savings purposes provided that this leave shall not exceed 60 consecutive calendar days at any one time and that an appointing authority shall not hire a replacement for an employee on salary savings leave. This leave is to be used only when fiscal concerns of management warrant the granting of such leave. An employee on salary savings leave shall, if otherwise eligible, continue to accrue vacation leave, sick leave, and seniority and shall continue to be eligible for paid holidays and insurance benefits provided that any holidays pay shall be included in the first paycheck received following the employee's return from leave.
- B. Personal leave for a period of up to one year, subject to extension at the appointing authority's discretion. The appointing authority may require that the employee exhaust vacation leave prior to use of leave without pay for personal leaves of less than 10 working days.

An employee may terminate his/her leave of absence prior to the previously agreed upon date of the leave with the approval of the appointing authority. Leaves of absence or extensions of leaves which are subject to the discretionary authority of the appointing authority may be canceled by an appointing authority upon reasonable notice to the employee. Such notice shall ordinarily be in writing except in case of emergency.

An employee returning from a leave of absence of two months or more shall notify his/her appointing authority at least two weeks prior to the intended date of return. An employee may return from an approved leave of absence to a vacant position in the same class and district. An employee returning from an unpaid leave of absence shall return to the same rate of pay s/he had been receiving at the time the leave commenced plus any non-discretionary adjustments that would have been granted had the employee been continuously employed during the period of absence, or at a higher rate with the approval of the appointing authority. Upon return from an unpaid non-medical or non-military leave of absence of more than one full pay period in length, the leave accrual date, performance review date, and District Seniority date shall be adjusted to reflect the length of the leave.

Failure to return at the expiration of the leave or to contact the Appointing Authority about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation.

Section 7 Other Leaves of Absence

Other leaves recognized are as follows:

- A. Union Leave. Upon written request of the Union, reasonable leave time shall be granted to employees who are elected or appointed by the Union to serve on a union negotiating team, Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform the duties of the exclusive representative.

Upon advance request to the employer, if staffing/workload permits, Employees shall be permitted to use unpaid union leave to attend Day on the Hill.

Upon the written request of the Union, a leave of absence shall be granted to employees who are appointed full-time representatives of the Union. Annually, the Employer may require the Union to confirm the employee's continuation on Union leave.

If the leave is for less than two consecutive pay periods, the employee on approved union leave shall continue to accrue seniority, sick and vacation. If the leave is for more than two consecutive pay periods, beginning with the third pay period, accruals for sick and vacation shall cease; the employee shall continue to accrue seniority. Accruals for County Benefitted Employees will be governed by the county rules for an unpaid leave.

B. Statutory leaves are subject to change or repeal and are not grievable or arbitrable.

ARTICLE 13 PROBATION

Section 1 Required Probationary Period

The probationary period for all new employees who work .50 FTE or more, shall be six (6) months. All probationary periods for new employees working less than .50, shall be one (1) calendar year.

Any unpaid leaves of absence in excess of a total of ten (10) consecutive working days shall be added to the duration of the probationary period. The Employer or its designee may extend the probationary period of an employee, for up to six (6) months, by mutual agreement.

Section 2 Termination During the Probationary Period

A probationary employee may be terminated from the Program any time during the probationary period, and the employee and/or the Union shall not be entitled to grieve or arbitrate such decision.

ARTICLE 14 VACANCIES and RECLASSIFICATIONS

Section 1 Vacancy Defined

A vacancy is defined as a position which the Employer elects to fill on a permanent basis.

Section 2 Job Posting

Whenever a vacancy occurs within the bargaining unit, the Employer shall post the description of the vacancy for a minimum of seven (7) calendar days, or through such procedures as are otherwise agreed upon between the Employer and the Union. When the seven (7) calendar date posting requirement would be met on a Saturday, Sunday, or Holiday, the expiration date of the posting shall be the day following the weekend or holiday. The posting description shall be dated and shall contain the name of the class, a general description of the duties, the qualifications for the position, up to two geographic "primary office location(s)", the FTE, and the salary range.

Section 3 Filling Positions

Vacancies shall be filled by the most senior qualified bidder within the bargaining unit provided the bidders' qualifications, knowledge, skills and ability to perform the job are relatively equal. Employees currently on a Performance Improvement Plan (PIP) or serving less than six (6) months in their current

position may be eligible to bid at the discretion of the appointing authority. Employees on the recall list may bid on vacancies and shall be considered within the pool of internal bidders, and shall have preference in filling vacancies over external candidates. Should no internal bidders meet the requirements and qualifications of the vacancy, external candidates may be considered.

Section 4 Reclassifications Requests

Employees may submit Classification Review Requests in accordance with the process outlined in the Guardian ad Litem Program Human Resources Procedures for Position Classification. An Employee who has had a Classification Review Request submitted on their position shall be notified in writing of its receipt by the appropriate office of the employer or its designee.

Except for reclassifications initiated by the employer, if the incumbent of a position which is reclassified upward receives a probationary appointment to a reclassified position, pay for the reclassified position shall commence immediately following sixty (60) days from the date completed information was received by district Human Resources, or the date the Human Resources Director approved the reclassification, whichever is sooner.

The decision of the Employer or its designee on the reclassification of any position shall not be subject to the grievance and arbitration provisions of this Agreement.

An employee who is demoted as a result of a reclassification shall have their name placed on the in-office seniority and total court seniority layoff list, for the class from which they were reclassified. The employer shall provide the Union with information about reclassification of bargaining unit employees.

ARTICLE 15 REASSIGNMENT

Section 1 Case-Specific Temporary Reassignment

Case-Specific temporary reassignment shall be for the purpose of continuity of a specific case or to avoid a conflict of interest, shall have no limit in duration or geographic constraints and shall end when the case is resolved, or the employer determines, with the input of the Guardian ad Litem assigned to the case, that the case can be transferred to a local Guardian ad Litem.

Section 2 Non Case-Specific Temporary Reassignment

Non Case-Specific temporary reassignment shall be for the purpose of addressing a temporary inability to meet demand with current staff, and shall be no longer than six (6) months in duration. The temporary reassignment may be extended beyond the six (6) months by mutual agreement, or the assignment may be extended to allow the Guardian ad Litem to stay with the current case(s) until resolved.

Non Case-Specific temporary reassignment opportunities shall first be offered to the most senior qualified employee volunteer. In the instance that there are no employee volunteers, the least senior qualified Guardian shall be reassigned. Unless mutually agreed, Reassignment shall not exceed fifty (50) miles from the Guardian's primary work location or home, whichever is closest.

ARTICLE 16 SENIORITY

Section 1 Definition

Seniority shall be defined as follows:

- A. Individuals Within the Bargaining Unit as of the Date of Certification (6/22/2011)
For Guardians ad Litem within the bargaining unit as of the date the unit was certified (6/22/2011), seniority shall be the date the employee was first employed by the county or state as a GAL, or the first contract date, or the date the employee first received compensation for work as a GAL, whichever is earliest.

For all other employees within the bargaining unit as of the date the unit was certified (6/22/2011), seniority shall be the date the employee was first employed by the courts. For employees who transitioned from county employment, that date shall be the employment date certified by the county at the time of transition.

The Employer and the Union will certify the seniority dates for these employees within sixty (60) days of ratification.

- B. Individuals Within the Bargaining Unit After Unit Certification (6/22/2011)

For all employees joining the bargaining unit after the date the unit was certified (6/22/2011), the seniority date shall be the hire date by the GAL Program or the date that the Employee reached the threshold for inclusion in the unit. For employees with the same seniority date, the last four digits of the employees' social security numbers shall be used to break the tie; the highest number shall be the most senior.

The Employer shall provide the Union with a listing of all employees in the bargaining unit represented by the Union by seniority monthly. The Union may post a seniority list twice each fiscal year; the employees may request correction or review of their seniority date within 30 days of the posting.

Section 2 Termination of Seniority Rights

Seniority rights under this Agreement shall terminate under the following conditions:

- A. Resignation or termination of employment.
- B. Layoff in excess of a period equal to an Employee's seniority but not more than three (3) years.
- C. Failure to return from recall.
- D. Death.

ARTICLE 17 LAYOFF AND RECALL

Section 1 Layoff

- A. Defined. The Program may layoff an employee by reason of abolition of the position, shortage of work or funds, because of a material change in the duties or organization of a work unit, or other reasons as determined by the Program.

- B. Labor-Management Meet and Confer. When the Program anticipates layoff(s), the Employer will meet and confer with the Union. The Meet and Confer will include discussion of methods of mitigating layoff. (E.g. salary savings, reduction in hours, reassignment, early retirement options, etc.) When the Program is certain that layoff(s) will occur, the Employer will again meet and confer with the Union. This Meet and Confer will include discussion of length of layoff notice, bumping, vacancies, timing of layoff notices and other impacts of implementation.
- C. Determination of position(s). The Program shall determine the position(s) to be eliminated. A permanent position shall not be eliminated until all probationary, temporary or intermittent employees performing work in bargaining unit classifications within that district are released, with the exception of the need for specific language or cultural competencies. No new volunteers shall be added within a district while there are laid-off employees within that district, nor shall volunteers perform the work of the laid-off employees. No employee outside the bargaining unit will have bumping or bidding rights for positions within the bargaining unit while any bargaining unit employee is on the layoff list.
- D. Notice to Union. If permanent layoffs are deemed necessary, the Employer shall notify the Union and the Local Union Presidents of the classifications, and number of positions to be eliminated at least twenty-one (21) calendar days prior to the effective date of the anticipated layoff.
- E. Notice to Employee. At least twenty-one (21) calendar days prior to the effective date of the layoff, the Employer shall give written notice of the layoff via certified mail, including the reason(s) therefore, and the estimated length of the layoff, to all affected employee(s) and to the Local Union President. The Employer or its designee may establish a date, no more than seven (7) calendar days prior to the effective date of the layoff, by which employees must choose the layoff option they will exercise. This date shall be indicated in the written notice of layoff.
- F. Layoff Options. The employee in the position to be eliminated shall either:
 - 1. Accept layoff; or
 - 2. Accept a reduction in hours or a salary savings leave if offered by the Program; or
 - 3. Accept a vacancy in the judicial district in the same, equal, or lower classification; or
 - 4. Bump a less senior employee of the same classification and employment condition in the following order, provided that the bumping employee possesses the necessary qualifications:
 - a. The least senior within the District;
 - b. The least senior within a fifty (50) mile radius;
 - c. The least senior within the State.

"Employment condition" is defined as benefit eligibility status of original appointment in the position held at time of layoff. If an employee voluntarily reduced their FTE at the request of the employer as a budget-savings measure, they shall not be prohibited from bumping in to a position up to the original FTE of the position held at layoff. No employee shall be adversely impacted as a result of voluntarily changing their employment conditions as a budget-savings measure.

The Employee may choose to bump into a lesser employment condition. (Benefit eligibility thresholds may differ for county benefitted employees.)

Any employee bumped pursuant to this Section shall be laid off in accordance with this Article.

Section 2 Layoff Lists

The names of laid off employees shall be placed on a Statewide Layoff List in order of their seniority. The name shall be retained on the Statewide Layoff List for a minimum of one year or for a period of time equal to the employee's seniority to a maximum of three (3) years.

Section 3 Recall

Employees shall be recalled to their district from layoff in the order in which their names appear on the Statewide Layoff List, starting with the most senior.

The laid-off employee shall provide the employer with their preferred method for notification of recall and necessary contact information. The employer shall notify the employee of recall in accordance with this preference, at least fourteen (14) days prior to the return to work date. The employee shall promptly notify the Employer within seven (7) calendar days of receipt of recall notice of their intention to return to work, and shall report to work on the reporting date unless other arrangements are made. It shall be the employee's responsibility to keep the Program informed of the employee's current address/contact information.

An employee recalled from layoff shall be reinstated and seniority shall remain intact.

Section 4 Removal from Layoff List

Employees shall be removed from all layoff lists for any of the following reasons:

- A. Recall to a permanent position from the layoff list in the same classification and employment condition from which they were laid off;
- B. Failure to accept recall to a position within their district and a 50 mile radius of prior position;
- C. Resignation, retirement or termination from state employment;
- D. Failure to be recalled during the term of the employee's right of recall; or
- E. Death.

ARTICLE 18 EXPENSE ALLOWANCES

Minnesota Judicial Branch policies apply except where this contract identifies exceptions as follows:

[205\(a\) Travel Reimbursement Procedures](#)

Expense Reimbursement Procedures in CosMoS

Section 1 Cellular Phone

- A. For safety reasons, all Guardians ad Litem shall have a cellular phone available for use.
- B. The Program will authorize a monthly allowance for Guardians ad Litem using a personally owned cellular phone. The maximum monthly allowance shall be \$68.00 per month pro-rated by FTE. In order to be eligible for the monthly allowance, Guardians must present an initial monthly bill for cellular service to the Guardian manager demonstrating that costs of the cellular phone are in excess of the maximum monthly allowance (\$68.00 prorated by FTE). If costs are less than the maximum monthly allowance, the amount of the reimbursement will be

the actual monthly cost. Should the actual monthly cost change, it is the responsibility of the Guardian to promptly present a monthly bill to the Guardian manager in order to effect a change to the monthly allowance. Assignment of an allowance will be approved by the Guardian manager.

- C. All Guardians receiving an allowance will publish their cellular phone number in the courts automated directory system.
- D. The Guardian manager shall be responsible for reviewing periodically the business need for an allowance.
- E. The allowance will be paid through the Judicial Branch payroll system and is taxable compensation to the Guardian.
- F. Guardians shall be responsible for appropriate payment of personal income taxes and reporting of income and business expenses to the Internal Revenue Service related to the allowance.
- G. Any Guardian receiving a monthly allowance for business use of a personal cellular phone is solely responsible to the service provider for the cost of the service, activation fees, and equipment, including repair and replacement of lost, stolen, damaged or otherwise malfunctioning units.

Cell Phone, Smart Phone, and Home Internet Connectivity Allowance

The Guardian ad Litem Program has authorized a monthly allowance in accordance with MJB's State Court Administrator Policy and Procedure 205.3; Payment and Cyber Security Requirements for Telephones, all Mobile Devices, and Home Internet Connectivity and State Court Administrator Policy and Procedure 205.3(a); Phone, Mobile Device, and Home Internet Connectivity Allowance Rate Schedule. -The allowance will be paid through State payroll and is taxable compensation to the employee. The allowance will be processed the 1st pay period following the month the charges were incurred.

Cell Phone Monthly Allowance Amount (not-to-exceed \$30)

Smart Phone with Data and MDM Monthly Allowance Amount (not-to-exceed \$68)

Home Internet Connectivity Monthly Allowance Amount (not-to-exceed \$56)

Section 2 Mileage and Parking Reimbursement

1. Effective September 1, 2015, home office employees: Employees working from home with no office to report to or work from shall calculate all miles from home to home.
2. When a Guardian does not report to their primary work location prior to traveling, mileage to the first destination shall be reimbursed from the Guardian's home or from the Guardian's primary work location, whichever is closest. All other travel shall be reimbursed as actual miles.

"In travel status" is defined as a situation in which an employee must travel to a destination other than their defined primary work location on Program business.

3. The Employer shall reimburse up to a maximum of \$150.00 per month for monthly parking expenses for Guardian's Ad Litem in Hennepin and Ramsey County who are provided program office space.

Section 3 Education Expenses

Employees shall not incur costs for courses, seminars, conferences and workshops they are required to attend. Reimbursement for discretionary courses, seminars, conferences and workshops is at the discretion of the Guardian manager and is subject to the availability of funds.

Tuition reimbursement for degree-seeking employees is at the discretion of the Program Administrator, subject to the availability of funds.

Section 4 Home Office Expenses

All Guardian ad Litem employees who work out of a home office (Teleworkers) will be provided program/state approved peripherals and the following equipment: docking station, laptop or applicable device, up to two monitors, keyboard mouse, and headset. Equipment provided by the employer will remain the property of the employer. All equipment will be refreshed based on the Program's refresh schedule.

A. Reimbursement for maintenance of a P.O. Box and postage.

GAL employees who are not provided office space within a court facility or Program office are eligible for reimbursement of maintaining a P.O. Box. The reimbursement will be processed through COSMOS. (Mileage will be reimbursed from the nearest P.O. Box.)

B. The program will centralize the purchasing and distribution of supplies to employees as deemed appropriate by the manager or coordinator. They will include those listed below.

- Legal/Letter sized tablets
- Copy Paper
- File Folders
- Pens
- Pencils
- Highlighters
- Stapler
- Staples
- Paper clips
- Binder Clips
- Calendars
- CD readers
- Business cards
- Stamps

The LMC will add to the agenda for discussion of "extraordinary" supplies not identified on the list.

Section 5 Submitting the GAL Reimbursement Form

GAL employees must use the GAL COSMOS system for reimbursement of mileage and expenses.

An original receipt must be attached to the reimbursement form with the following exception: If the reimbursement form is submitted electronically, a scanned copy of the receipt is permitted. The GAL

employee must retain the original receipt for a period of three years, so it can be provided in the event of an audit.

Some of these reimbursements may be taxed per IRS guidelines. Further, reimbursement requests that are not submitted within 60 days after the expenses are incurred or paid will be considered taxable wages per IRS guidelines.

ARTICLE 19 DISCIPLINE

Section 1 Purpose

Disciplinary action may be imposed upon an employee who has attained permanent status only for just cause.

Section 2 Union Representation

The Employer shall not question or meet with an employee in an investigation that may lead to discipline without first offering the employee an opportunity for union representation, and such meeting shall not take place until a Union Representative is available or is released by his/her supervisor. Any employee waiving the right to such representation must do so in writing prior to the questioning. A copy of such waiver shall be promptly furnished to the Local Union President or Steward. The employee shall be advised of the general nature of the allegation(s) prior to questioning. The Employee shall be offered a Union representative before the administration of discipline.

Section 3 Disciplinary Procedure

Discipline is intended to be corrective; not punitive. This process is intended to ensure employees understand the Employer's expectations, standards, and rules, and are aware of the consequences of unimproved conduct or performance.

Disciplinary action shall include only the following forms and depending upon the seriousness of the offense shall normally be administered progressively in the following order:

- A. Oral reprimand
- B. Written reprimand
- C. Suspension
- D. Discharge

Nothing in the above listing of types of discipline shall preclude the Employer from exacting more stringent forms of discipline where the egregiousness of the offense so warrants. If the Employer or its designee has reason to discipline an employee, it shall not be done in the presence of other employees or the public. Oral reprimands shall be identified as such.

Suspensions shall not be served the day before or after a holiday.

Section 4 Loudermill

When any disciplinary action is intended, the employer or its designee shall before such action is taken notify the employee in writing of the intended disciplinary action and the specific reasons for such action. A meeting will be scheduled at which time the employee will have the opportunity to admit, refute or mitigate the allegations.

When the intended disciplinary action is greater than an oral reprimand, the employee may secure union representation for said disciplinary meeting/action. The employee, however, is responsible for securing that representation.

Section 5 Investigatory Leave

The Employer or its designee may place an employee who is the subject of an internal disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such leave. Employees may be placed on an unpaid investigatory leave when the investigation is being conducted by an external agency.

Section 6 Notice Hearing

If the Employer believes there is just cause for suspension or discharge, the employee shall be notified, in writing that the employee may be disciplined and shall be furnished with the supporting reasons for the contemplated action. The Employer shall schedule a notice hearing wherein the employee, along with union representation if the employee requests it, may present his/her side of the story to refute the charge(s) or offer mitigating evidence. Nothing herein shall preclude the Employer from placing the employee on investigatory leave prior to the notice hearing.

Section 7 Appeal Procedures

Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in this Agreement except that oral reprimands are able to be appealed only through Step 2 of the grievance procedure.

The Union reserves the right to initiate a grievance at Step 2 of the grievance procedure for all disciplinary action other than a written or oral reprimand.

Employees serving a probation period are not eligible to grieve or arbitrate denial of permanent status.

Section 8 Official Personnel Records

- A. Materials in File. 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 or Employer's official personnel file.
- B. An oral reprimand shall not become part of any Employer record. Investigations which do not result in disciplinary actions shall not be entered into the Employer record. A written record of all disciplinary actions other than oral reprimands shall be entered into an employee's official personnel record. All disciplinary entries in the Employer record shall state the corrective action expected of the employee.
- C. Each employee shall be furnished with a copy of all evaluative and disciplinary entries into any Employer record and shall be entitled to have the employee's written response attached therein. Documentation regarding any wage garnishment action against any employee shall not be placed in the employee's official personnel record.
- D. Official File. The official personnel record for each employee shall be kept in the Guardian ad Litem Human Resources Office. Only the official personnel record may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the Employer or its designee from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Union.

- E. Employee/Union Access to File. The contents of any Employer personnel record shall be disclosed to the employee upon request and to the employee's Union Representative upon the written request of the employee. Requests shall be made to district human resources. In the event a grievance is initiated, the Employer or its designee shall provide a copy of any items from any Employer record upon the request of the employee. Copies of such material shall be available without cost to the employee, Local Union, or Union.
- F. Removing Materials from File. Written reprimands shall not be relied upon to form the basis for further disciplinary action after two (2) years following the date of the written reprimand. In addition, an employee may request that a written reprimand be expunged from their official personnel record after two (2) years if there are no same or similar offenses. The written request for an expungement shall not become part of the personnel record. The ability to have a matter expunged will not exist where the underlying infraction that caused the discipline was the violation of another individual's statutory rights: e.g. sexual harassment, race discrimination, gender discrimination. Such matters will remain as an active file in the employee's official personnel record.

Section 9 Resignation

Employees are expected to give at least ten (10) working days' notice of resignation to the GAL Manager in writing. Failure to do so may result in loss of the privilege to be rehired in the Program. The period of notice may be reduced or waived by the Employer upon request of the Employee where extenuating circumstances exist.

An employee giving proper written notice of resignation may withdraw a written resignation within three (3) calendar days of its submission.

Section 10 Abandonment of Position

An employee's unauthorized leave of absence (no call/no show/no work unless under extenuating circumstances) of three consecutive work days shall constitute an abandonment of position or resignation not in good standing. The appointing authority shall notify Human Resources or designee of the separation.

ARTICLE 20 GRIEVANCE PROCEDURE

Section 1 Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

All written disciplinary actions may be appealable through the grievance procedure set out herein. An oral reprimand is not subject to the grievance procedure beyond Step 2. This process shall be in lieu of any other applicable grievance procedure.

Section 2 Union Representatives

The Employer or designee will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors.

At any step of the grievance procedure, up to two (2) Union Representatives may participate with or without the grievant.

Section 3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employee and shall therefore be accomplished during normal working hours only when consistent with such Employee duties and responsibilities. An aggrieved Employee and a Union representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours, provided the Employee has notified and received the approval of the Employer or designee who has determined that such absence is reasonable and would not be detrimental to the work of the Employer or designee, other Employees or the public.

Section 4 Procedure

All grievances shall be resolved in conformance with the following procedure:

Step 1: The designated Union representative, with or without the employee, shall attempt to resolve the matter by requesting a meeting, in writing, with the GAL Manager or designee. The GAL Manager or designee shall schedule a meeting to discuss the grievance with the designated Union representative within seven (7) calendar days of the request and shall respond, in writing, to the Union within seven (7) calendar days of the meeting.

Step 2: If the grievance has not been resolved to the satisfaction of the Local Union within thirty-five (35) calendar days after the employee, through the use of reasonable diligence, should have knowledge of the first occurrence of the event giving rise to the grievance, it may be presented in writing by the designated Union Representative to the GAL Program Administrator or designee who has been authorized by the Employer to process grievances. The written grievance shall state the nature of the grievance, the facts upon which it is based, the condition(s) of employment allegedly violated, the Articles of the Agreement allegedly violated, and the relief requested. The Employer/designee shall arrange a meeting with the Union Representative to discuss the grievance within fourteen (14) calendar days. A written response shall be forwarded to the Union Representative within fourteen (14) calendar days of the Step 2 meeting.

Step 3: If the grievance has not been resolved by the operation of Step 2 and the Union intends to continue the grievance, the Union shall, within fourteen (14) calendar days after receipt of the Program Administrator's response, appeal the matter to the Employer's Labor Relations Representative. The appeal must be in writing.

The Labor Relations Representative and the Union's Business Agent shall meet within twenty-one (21) calendar days of the date the Union filed its Step 3 notice in an attempt to resolve the grievance. The meeting shall be held within the judicial district in which the grievance arose either in person or via electronic means, unless an alternate site is mutually agreed to. The Labor Relations Representative shall respond to the Union, in writing, within fourteen (14) calendar days of the Step 3 meeting.

If the parties have not resolved the grievance within forty-five (45) calendar days after the date of such meeting, the Union may initiate the permissive mediation process outlined in Step 4 or the mandatory arbitration process as provided for in Step 5. The Union shall notify, in writing, the Employer's Labor

Relations Representative of their intent to mediate or arbitrate the complaint. An election to participate in voluntary mediation does not foreclose the union's ability to arbitrate the dispute. Timelines for appeal to arbitration will be adjusted to allow for participation in the grievance mediation process.

STEP 4: Upon the request of either party, the grievance may be referred to mediation through the filing of a grievance mediation petition with the Minnesota Bureau of Mediation Services. The timeline for appeal to arbitration will be stayed in order for the parties to engage in the mediation process.

STEP 5: If timely appealed, the matter may be appealed to arbitration. The arbitrator shall be selected by resorting to a list of seven (7) labor arbitrators furnished to the parties by the Bureau of Mediation Service. Both the Union and the Employer shall alternately strike individual arbitrators on the list until only one arbitrator remains. The parties shall arrange for the arbitration to occur within a reasonable time after selection.

Section 5 Expedited Arbitration

The parties agree to utilize an expedited arbitration procedure for mutually identified grievances in the interest of achieving a swift and economical resolution of those grievances.

Section 6 Arbitrator's Authority

- A. The arbitrator shall not have the right to amend, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted nor shall the arbitrator decide contrary to law.

The arbitrator's decision shall be submitted in writing within ninety (90) calendar days following the close of the hearing unless waived by both parties. The decision shall be binding on both the Employer and the Union.

The fees and expenses for the arbitrators' services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own representatives and witnesses. If any party has the matter transcribed by a court reporter, the other party may purchase a transcript from the court reporter at the copy price.

Section 7 Timelines

If a grievance is not presented within the specified time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits set forth above, it shall be considered resolved on the basis of the last answer and there shall be no further appeal or review. Any failure to answer or to answer in a timely manner by the Employer may be progressed to the next step by the Union within the stated timelines. By mutual agreement, the authorized representatives at each step may waive a step or extend the stated timelines.

Section 8 Election of Remedies

It is specifically understood that any matters governed by statutory provisions, or personnel rules, except as expressly provided for in this AGREEMENT shall not be considered grievances under this AGREEMENT. If by law an appeal procedure, other than the grievance procedure contained herein, is

available for resolution of a dispute arising from any provision covered by this AGREEMENT and the aggrieved party pursues the dispute through such appeal procedure provided by law, the aggrieved employee (s) shall be precluded from making an appeal under this grievance procedure. Except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission or Minn. Stat. SS363.01-.20 an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE 21 INSURANCE

Insurance plan designs and contribution levels shall be the same as in the Labor Agreement entered into between the Minnesota Executive Branch and AFSCME Council No. 5 for the period from July 1, 2021- June 30, 2023 as approved by the Legislature. Insurance information is located on the [Minnesota Management and Budget Website](#).

ARTICLE 22 WORKERS' COMPENSATION

Section 1 Job Related Injuries

An employee incurring an on-the-job injury shall be paid his/her regular rate of pay for the remainder of the scheduled work day without deduction from vacation or sick leave accruals. An employee who incurs a compensable illness or injury and receives workers' compensation benefits shall use accumulated sick leave, vacation, and/or compensatory time during an absence resulting from an injury or illness for which a claim for workers' compensation is made or while an award of benefits is pending. Such leave may be used on the following basis:

The employee retains the workers' compensation benefit check and receives payments from sick leave, vacation leave and/or compensatory time in an amount which will total his/her regular gross pay for the period of time involved provided that the total rate of compensation shall not exceed the regular compensation of the employee (M.S. 176.021, Subd. 5). Employees shall notify the appointing authority in writing of whether and how they wish to supplement their workers' compensation check through use of sick leave, vacation leave and/or compensatory time. Sick leave must be exhausted before vacation leave or compensatory time is used.

Alternatively, the employee retains the workers' compensation benefit check and takes an unpaid medical leave during the time s/he is unable to work.

An employee shall return from disability leave upon appropriate release from workers' compensation status provided the employee is able to perform the work satisfactorily and safely as determined by competent medical authority.

Section 2 Vacation and Sick Leave Accrual

An eligible employee receiving workers' compensation benefits supplemented by vacation and/or sick leave accruals or compensatory time shall accrue vacation and sick leave for the total number of hours compensated by workers' compensation, sick leave, compensatory time and vacation leave. An employee on unpaid workers' compensation leave does not accrue vacation or sick leave.

Section 3 Insurance

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.

Section 4 Injury on Duty Pay

An employee who, in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer or its designees, incurs a disabling injury directly resulting from the aggressive and/or intentional and overt act of another person shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under Workers' Compensation without deduction from the employee's accrued sick leave up to two hundred forty (240) hours per disabling injury.

ARTICLE 23 SAFETY

On behalf of the Employer, the Minnesota Judicial Branch Safety Policy and Program provides for the safety of employees of the Program by addressing safe working conditions, safe work areas and safe work methods. Employees shall have the responsibility to use all provided safety equipment and procedures in their daily work, shall cooperate in all safety and accident prevention programs, and shall diligently observe all safety rules promulgated by the Employer.

The parties agree to maintain the Statewide Labor Management Committee (LMC) during the term of this agreement. The Statewide LMC shall serve as a Statewide Safety Committee for The Program and shall be the forum to address concerns about unsafe working conditions, unsafe work areas, and unsafe work methods.

ARTICLE 24 HOURS OF WORK

Section 1 Non-Exempt Employees

During each work week, full time employees shall normally work a minimum of forty (40) hours, inclusive of holidays and approved leave. Part-time employees shall normally work a prorated number of hours based on their FTE.

Section 2 Pay Week Defined

Pay week is defined as a fixed and regularly recurring period of seven (7) consecutive calendar days. For state benefitted employees this period is Wednesday through Tuesday.

Section 3 Overtime Hours and Flexibility

The Employer shall pay overtime when an employee works more than forty (40) hours within a seven (7) consecutive day pay week.

The Employee must notify the supervisor as soon as the need for overtime is apparent. Overtime is subject to supervisory approval. Employees are responsible for managing their time within the forty (40) hour per pay week parameter.

Employees may not work on a holiday unless directed by their employer. If an employee is directed to work on a holiday by their supervisor they shall receive holiday pay according to their FTE in addition to payment for hours worked.

Employees shall have the option of choosing whether overtime compensation shall be paid in monetary compensation or compensatory time off. Compensatory time may be accumulated to a maximum of eighty (80) hours. Compensatory time may be used at a time mutually agreeable to the employee and the immediate supervisor, except in the same work week it was accumulated.

Section 4 Voluntary Reduction in FTE

An employee may voluntarily reduce their FTE upon approval of the employer after receipt of a written request to reduce their FTE has been received.

The request may be denied by management if the decrease does not meet the needs of the program and reconsidered at a later date.

ARTICLE 25 COMPENSATION

Section 1 Wages

FY22 Effective July 1, 2021: All bargaining unit employees shall receive a 2.5% across the board wage increase to their FY 21 hourly wage.

Any employees who separate/retire prior to contract ratification within the first year of the biennium shall receive the general wage increase and subsequent retro-active pay.

FY23 Effective July 1, 2022
Reopener on wages during the second year.

Section 2 Wage Re-Opener

The parties agree to a wage reopener if additional money is allocated by the MN Legislature to address wage parity for bargaining unit employees during the term of this agreement.

Section 3 Salary Placement for new hires

New hires, whether permanent or temporary Guardians ad Litem, shall not be hired above the minimum of the salary range without mutual agreement between the program administrator and union. GAL minimum of the range FY22 \$20.91

Section 4 Recognition

All employees will be covered under any recognition program or policy that the employer chooses to implement.

Section 5 Severance Pay

All employees who have accrued twenty (20) years or more continuous employment, or who are credited with twenty (20) years or more continuous state employment as transferees under Minn. State § 480.181, shall receive severance pay upon any separation from state employment except for

discharge for cause. Employees with less than twenty (20) years continuous state employment shall receive severance pay upon mandatory retirement or retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from state employment after ten (10) years of continuous state employment 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 a sum equal to the employee's regular rate of pay at the time of separation multiplied by forty (40) percent of the employee's first nine hundred (900) hours of accumulated but unused sick leave and 12.5% of the employee's hours in excess of 900. If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine hundred hour maximum.

100% Severance pay shall be invested into the Health Care Savings Plan account created for the employee and administered by the Minnesota State Retirement System.

In the event that Employees within this bargaining unit receive severance pay upon death, disbursement may not be made to a Health Care Savings plan and the balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Should any employee who has received severance pay be subsequently reappointed to state employment, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee's subsequent eligibility for severance pay. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid over a period not to exceed five (5) years from termination of employment. In the event that a terminated employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Employees transferred to state employment by laws of Minnesota for 1989, Chp. 335, Article 3 (Minn. Stat. Sec. 480.181, TRANSFER OF EMPLOYEES TO JUDICIAL BRANCH), shall be entitled to severance pay as determined by the terms and conditions of their county personnel plan if the employee elected to retain county benefits pursuant to Minn. Stat. Sec. 480.181, Subd. 2(1).

Section 6 Health and Dental Premium Accounts

The Employer agrees to provide 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 7 Medical/Dental Expense Account

The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation.

Section 8 Dependent Care Expense Account

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

Section 9 Health Care Savings Plan

- A. Participation. All benefits eligible Employees will participate in the Minnesota Post Employment Health Care Savings Plan (HCSP) established pursuant to Minnesota Statute 352.98, which shall be administered as provided in the law.
- B. Employees agree to contribute a percentage of their gross pay to the HCSP each pay period, based on their years of service, as follows:
 - a. 0-10 years of service 1%
 - b. 11-20 years of service 2%
 - c. 21+ years of service 3%

In the event of layoff, death, or involuntary separation of employment, lump sum payments, severance payments, or vacation balance payout will not be contributed into the health care savings plan. In the event that the employer offers a Voluntary Separation Incentive Plan, the employer shall contribute 100% of the incentive payable under the terms and conditions of the Voluntary Separation Incentive Policy and Procedure to the individual's HCSP account.

This plan is subject to the fees, regulations and conditions established by the Minnesota State Retirement System (MSRS).

ARTICLE 26 SAVINGS

Section 1 Validity

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and those rules or regulations promulgated there under having the force and effect of law which are in effect on the effective date of this Agreement. Should any Article, Section or portion thereof of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law, only such specific provision or portion shall be affected and the remainder of this Agreement shall continue in full force and effect. Any portion or provisions of this Agreement thus delayed or withheld shall become effective and be implemented at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Agreement or any extension thereof.

Section 2 Re-Negotiation

The Employer and the Union agree they will meet within thirty (30) calendar days following the declaration of invalidity to begin negotiations upon a substitute provision to replace the provision found invalid if either party so requests in writing to the other party. This places no time limitation on the parties during which they may negotiate.

ARTICLE 27 DURATION

Section 1 Duration

This Agreement will be effective from July 1, 2022 through June 30, 2023

Section 2 Renewal

This agreement shall automatically renew from year to year thereafter for one (1) year at a time unless either party notifies the other in writing at least ninety (90) calendar days prior to the expiration of this agreement that it desires to modify this agreement. If said notice is received, negotiations shall commence no sooner than ninety (90) days before expiration, unless the parties agree otherwise in writing.

Section 3 Agreement in Effect

This Agreement remains in force in the event settlement for the ensuing Agreement has not been reached at the time this Agreement expires.

SIGNATURE PAGE

FOR THE EMPLOYER

By: BakerOlson, Tami Digitally signed by BakerOlson, Tami
Date: 2021.10.06 12:16:57 -05'00'

**Tami Baker-Olson
Program Administrator**

Date:
10/6/21

By: Linda Potter

**Linda Potter
Director, HR/EOD**

Date: 10/6/2021

FOR THE UNION

By: Matthew Schirber

**Matthew Schirber
Field Representative**

Date:
10/13/2021

By: Lisa Kemper

**Lisa Kemper
President AFSCME Local 3688**

Date:
10/20/21

By: Melinda Pearson

**Melinda Pearson
State Field Director**

Date:
10/20/21

APPENDIX A: VACATION ACCRUAL TABLE

<u>No. Hours Worked During Pay Period</u>	<u>0 through 5 years</u>	<u>After 5 years through 8 year</u>	<u>After 8 years through 12 years</u>	<u>After 12 years Through 18 years</u>	<u>Over 18 years Through 25 years</u>	<u>After 25 years through 30 years</u>	<u>After 30 years</u>
Less than 9.5	0	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1	1.25	1.75	2.	2.	2.25	2.25
At least 29.5, but less than 39.5	1.50	2	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	2	2.50	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	2.50	3.25	4.50	4.75	5	5.50	5.75
At least 59.5, but less than 69.5	3	3.75	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	3.5	4.50	6.25	6.75	7.0	7.5	8.0
At least	4	5	7	7.50	8	8.50	9

APPENDIX B**SICK LEAVE PRORATION SCHEDULE**

Number of Hours Worked during the Pay period	Sick Leave Account And Sick Leave bank
Less than 9.5	0
At least 9.5, but less than 19.5	0.75
At least 19.5, but less than 29.5	1.00
At least 29.5 but less than 39.5	1.50
At least 39.5, but less than 49.5	2.00
At least 49.5, but less than 59.5	2.50
At least 59.5, but less than 69.5	3.00
At least 69.5, but less than 79.5	3.50
At least 79.5	4.00

APPENDIX C: CLASSIFICATIONS

Pay Band 1

Office Assistant III

Screeener/Collector

Pay Band 2

Guardian ad Litem

Guardian ad Litem - Lead Worker

Guardian ad Litem - Cultural Specialist

Staff Generalist I

Pay Band 3

Guardian ad Litem - Volunteer Coordinator