

MEMORANDUM OF UNDERSTANDING
BETWEEN
MINNESOTA AFSCME COUNCIL 5, AFL-CIO – UNIT 208
AND THE
STATE OF MINNESOTA, MINNESOTA MANAGEMENT & BUDGET

This Memorandum of Understanding (“MOU”) is made and entered into this ____ day of _____, 2016, by and between the State of Minnesota, Minnesota Management & Budget (hereinafter “Employer”) and the Minnesota State Employees Union AFSCME, Council No. 5, AFL-CIO, Unit 208 (hereinafter “the Union” or “AFSCME”).

WHEREAS, the Employer is committed to being a model employer and ensuring that it is able to attract and retain a highly skilled and qualified workforce;

WHEREAS, as part of its commitment, the Employer intends to provide eligible state employees who are new parents with paid parental leave time to bond with their child;

NOW THEREFORE, the parties hereto, acting through their respective agents, do hereby agree to modify the 2015-2017 Labor Agreement between the Employer and the Union (“Agreement”), by adding a new provision to Article 10 – Leaves of Absence, Section 3. Paid Leaves of Absence, as follows:

N. Paid Parental Leave.

1. **Length of Leave.** Paid parental leaves of absence of up to six (6) 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:
 - an employee or their spouse/partner gives birth to the employee’s child;
 - a child is placed in the employee’s home for adoption; or
 - 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, which must be completed within twelve (12) months of the qualifying event. PPL not used within the required timeframe shall not be carried over or cashed out.
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.

PPL benefits will become effective following the second full pay period after approval by the Legislative Coordinating Commission's Subcommittee on Employee Relations ("SER"), but no earlier than October 1, 2016.

Eligible employees who experience a qualifying leave event on or after July 1, 2016, will be eligible to take PPL. Completion of PPL in these circumstances must occur within six (6) months of the qualifying event, or within twelve (12) months at the Appointing Authority's discretion.

This MOU constitutes the complete agreement between the parties and supersedes any and all prior agreements or understandings pertaining to the subject matter herein. No other agreement shall be binding unless signed by the parties.

FOR THE UNION:

FOR THE EMPLOYER:

Tim Henderson
State Director
AFSCME

Myron Frans
Commissioner
Minnesota Management & Budget

John C. Hillyard
SEPC President
AFSCME

Carolyn Trevis
Assistant State Negotiator
Minnesota Management & Budget