

## MAPE Supplemental Bargaining Initial Proposals

26 April 2021

MAPE reserves the right to add to, delete, or modify these proposals.

### Proposal Summary

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## N. MINNESOTA STATE COLLEGES AND UNIVERSITIES (MINNESOTA STATE)

- I. **UNCLASSIFIED EMPLOYEES AS PER MS 43A.08, Subd. 1 (g) (excluding Customized Training Representatives)**. Article 8, Discipline and Discharge; Article 9, Grievance Procedure; Article 16, Vacancies, Filling of Positions; ~~and~~ Article 17, Layoff and Recall and Article 24, Wages; shall be supplemented and/or modified as follows:
- A. Employees who have more than ~~one year~~ six months of continuous employment (without a break in service) in a single MnSCU Academic Professional position in the series (a position in the same class/option and same seniority unit) that is a minimum of fifty percent (50%) of a full-time equivalent position in state service shall:
1. be eligible for all rights under Article 8, Discipline and Discharge, including “just cause” and access to the arbitration level of the grievance procedure;
  2. be eligible for severance as per the Master Agreement if involuntarily separated due to a reduction in force, a termination of an appointment for reason(s) other than discharge or if he/she meets any of the other eligibility provisions of Article 13, Severance, of the Master Agreement;
  3. be eligible for six (6) months of Employer contribution toward their health and dental insurance following their date of involuntary separation due to a reduction in force or termination of an appointment for reason(s) other than discharge;
  4. be given, at minimum, thirty-five (35) calendar days notice prior to their last day of work due to an involuntary separation due to a reduction in force;
  5. be given a minimum of thirty-five (35) calendar days notice prior to their last day of work due to a termination of an appointment for reason(s) other than discharge. The termination of an appointment may not be used by the Appointing Authority to resolve issues with employee performance or alleged misconduct;
  6. upon involuntary separation due to reduction in force or termination of an appointment for reason(s) other than discharge, have the right to express interest for any MAPE unclassified vacancies posted within Minnesota State for a minimum of ~~six (6) months~~ two (2) years following the date of their involuntary separation. Employees shall notify the Appointing Authority that they are interested in a posted position by written notice to the Appointing Authority’s Chief Human Resources Officer prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be ~~granted an interview~~ appointed to the position. If multiple qualified employees have expressed interest in the position pursuant to this section, the Appointing Authority shall appoint the employee with the greatest MinnState seniority. ~~Non-selection shall not be grievable.~~
  7. upon involuntary separation due to a reduction in force or termination of an appointment for reason(s) other than discharge, have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash; and

8. have copies of notices provided to employee under 1.A.4 or 1.A.5 above, provided to the Association by electronic mail or other mutually agreeable means.
9. An unclassified employee who changes position, shall have a twenty-one (21) calendar day period during which time they may elect to return to their previous position.

**B.** Unclassified employees who change class or class option, or who move to another Minnesota State Appointing Authority, shall be subject to a mandatory six (6) month period of service without the provisions of I.A. above. However, by prior written notice from the Appointing Authority, the mandatory period of service may be eliminated or set at any length of time from zero (0) to twelve (12) months. An employee who does not successfully complete the mandatory period of service shall have the following options: right to return their former position, or a position in their former class/class option and seniority unit, or at the employee's discretion, a vacancy deemed qualified by the Appointing Authority.

- ~~1. Return to the former position if vacant or occupied by a temporary unclassified employee (hired under Minn §43A.08, Subd. 2a and if agreed to by the Appointing Authority.~~
- ~~1. Be considered for other vacancies (if deemed qualified by the Appointing Authority) for thirty (30) days from the date of notice.~~

~~If the employee is not reappointed under options 1 or 2, the employee's employment may be terminated. Such termination is without recourse to the provisions outlined in Section M.I.A. of this supplemental agreement.~~

**C.** Non-temporary MAPE unclassified positions shall be posted for ten (10) calendar days for informational purposes. No interest bidding is permitted on these unclassified positions. Employees shall notify the appointing authority that they are interested in the positions by written notice to the Appointing Authority's Chief Human Resources Officer prior to the application deadline. If the employee meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable. Any employee covered by this agreement who meets all the service criteria listed in Section M.I.A. shall be eligible for this provision.

**D. Unpaid Leaves of Absence** – Unclassified Employees. Leave may be granted to any unclassified employee, at the discretion of the Appointing Authority, to accept another unclassified or administrative position within the Minnesota State Colleges and Universities. All terms and conditions of the leave, including the start and end dates, shall be put in writing prior to the commencement of the leave and a copy of the written agreement shall be placed in the employee's official personnel file and also provided to the Association.

## **II. CUSTOMIZED TRAINING REPRESENTATIVES**

- A. WAGES.** Article 24, Wages of the Master Agreement shall be modified as follows:
1. Placement at a rate within the range for new hires is at the discretion of the Appointing Authority.

2. Across-the-board increases shall be granted as per the Master Agreement.
3. Upon certification of satisfactory performance by their supervisor, a Customized Training Representative shall be eligible for annual progression increases and incentive bonuses in accordance with the current Minnesota State Human Resources Guideline & Interpretation procedure #CMP005 Customized Training Representative Compensation, or any subsequent iteration of procedure #CMP005, however denominated. No progression increase shall be less than three and one-half percent (3 1/2%). Bonus or incentive programs may be instituted at the discretion of the Appointing Authority. The Association shall be notified of changes to these programs, if possible thirty (30) days prior to the effective date of the changes. Bonuses, when added to the base pay, may cause the total compensation to exceed the salary range.

**B. PERFORMANCE GOALS.** Article 6, Employee Rights; and Article 24, Wages shall be modified as follows:

1. The Appointing Authority or designee shall consult with the Customized Training Representative prior to the start of the new fiscal year and set two levels of fiscal year goals and objectives or at the discretion of the Appointing Authority the goals and objectives for the Customized Training Representative may be based on a different twelve (12) month period. If the goals and objectives are based on a twelve (12) month period other than a fiscal year, it shall be communicated to the Customized Training Representative. Progress toward meeting the goals and objectives should be reviewed with the Customized Training Representative periodically throughout the fiscal year or established twelve (12) month period as applicable.
2. Level one goal(s) and objective(s) shall establish the minimum performance standard necessary to maintain the Customized Training Representative's continued employment and to qualify for progression increases for the next fiscal year. Failure to satisfactorily achieve level one goals may result in discharge from employment.
3. Level two goal(s) and objective(s) shall establish the minimum performance standards necessary for receipt of an incentive bonus for the next fiscal year. Level one goals must be satisfactorily completed by the Customized Training Representative to be eligible for any incentive bonus.

**C. DISCIPLINE AND DISCHARGE OF EMPLOYMENT.** Article 8, Discipline and Discharge; and Article 9, Grievance Procedure shall be modified as follows:

1. The basis for discipline, including discharge, shall not be arbitrary or capricious.
2. The employee may appeal the discipline or discharge up to and including the college president. The appeal meeting may include the employee and his or her Association representative(s). The college president shall have the right to sustain or dismiss actions of discipline and/or discharge. Such decision(s) of the college president shall be final and not grievable. If the college president sustains the discipline or discharge, the employee may request that the decision be reviewed by the system office Labor Relations division. Upon review, the system office Labor Relations division will determine if the president's decision was arbitrary or capricious. The decision of the system office Labor Relations division will be final and not grievable.

D. **INVOLUNTARY SEPARATION DUE TO A REDUCTION IN FORCE.** Article 17, Layoff and Recall shall be modified as follows:

1. Customized Training Representatives who have served for three (3) or more years without a break in service in a single Customized Training Representative position within the same seniority unit, that is a minimum fifty percent (50%) of a full-time equivalent position, and who are involuntarily separated from their position due to a reduction in force or termination of an appointment for reason(s) other than discharge shall be eligible for the following benefits.
  - a. Customized Training Representatives shall be eligible for severance as per the Master Agreement if involuntarily separated for either of the reasons listed in D.1. above or if he or she meets any of the other eligibility provisions of Master Agreement, Article 13, Severance.
  - b. Customized Training Representatives shall be eligible for six (6) months of Employer Contribution toward their health and dental insurance following their date of involuntary separation for either of the reasons listed in D.1. above.
  - c. Customized Training Representatives shall be given a minimum of thirty-five (35) calendar days notice prior to their last day of work due to an involuntary reduction in force.
  - d. Customized Training Representatives who are involuntarily separated for either of the reasons listed in D.1. above shall be allowed to express interest for any permanent unclassified vacancies posted within Minnesota State for a minimum of six (6) months following the date of their separation. Customized Training Representatives shall notify the Chief Human Resources Officer prior to the application deadline. If the Customized Training Representative meets the posted minimum qualifications of the position, as determined by the Appointing Authority, he/she shall be granted an interview. Non-selection shall not be grievable.
  - e. Upon involuntary separation from their position for either of the reasons listed in D.1. above, Customized Training Representatives shall have their severance payment under Article 13, and their vacation payout under Article 10, liquidated in cash.

III. **SUPPLEMENTAL RETIREMENT ACCOUNT CONTRIBUTIONS**

- A. As allowed by Minnesota Statutes §§ 354C.11, 354C.12 and 356.24, the Employer will make a matching contribution up to a maximum of one thousand seven hundred dollars (\$1,700.00) per fiscal year to each eligible employee's supplemental retirement account.

IV. **SIGN LANGUAGE INTERPRETERS**

The Appointing Authority shall, at the request of employee(s), discuss the need for "preparation time," taking into consideration the range of duties, the needs of the student, and the interpreter's experience with the subject matter, on a case-by-case basis.

Sign language interpreters employed as academic year seasonal employees who perform up to four (4) hours of work for the Appointing Authority in a pay period falling outside of the employee's normal academic year schedule shall be paid the equivalent of four (4)

hours of work provided that the employee has accepted all offers of interpreting work from the Appointing Authority during that pay period.

**V. SENIORITY**

Article 15, Seniority, of the Master Agreement shall be supplemented and/or modified as follows:

A. Academic year breaks shall not constitute a break in continuous service.

**VI. INSURANCE**

Article 20, Insurance, of the Master Agreement shall be modified as follows:

A. Employees who were eligible for and received a full or partial employer insurance contribution from a Technical College or member school district prior to July 1, 1995, shall be eligible for the full or partial State contribution based on the following hours of work: Full contribution - at least 1,155 hours per year; Partial contribution - at least 770 hours per year.

B. An employee who was eligible for and participating in a health, dental or life insurance program provided through their Technical College employment as of June 30, 1995, shall remain eligible to participate in the State group (at the employee's expense) even if the employee does not work sufficient hours to qualify under this Supplemental Agreement.

C. All other employees receive insurance as per the Master Agreement.

**VII. TUITION WAIVER**

Full-time unlimited, full-time seasonal, part-time unlimited and part-time seasonal employees, classified and unclassified, shall upon completion of ~~three (3) years~~ **one (1) year** of continuous employment **with less than one year break in service** (~~without a break in service~~) in the Minnesota State system be entitled to enroll on a space-available basis in credit courses without paying tuition. The employee will pay all applicable fees. Such enrollment shall not exceed ~~twenty (20)~~ **twenty-four (24)** semester credits per year. For purposes of tuition waiver, the year is considered to run from the start of the fall session through the end of the summer session. ~~Employees of a State University may have tuition waived at any State University. Employees of a Community College or Technical College or co-located College may have tuition waived at any Community College or Technical College or Co-located College. Employees of the Minnesota State System Office may have tuition waived at any State University, Community College, Technical College, or Co-located College by making a choice once each contract period to use the tuition waiver for one of the various systems.~~ The employee's spouse or dependent children may share this right up to ~~sixteen (16)~~ **twenty-four (24)** credits.

~~The tuition waiver benefit shall not apply to any courses that are part of an applied doctorate program.~~

**VIII. VACATION**

Article 10, Vacation Leave, shall be modified as follows:

Seasonal employees may use vacation on non-scheduled work days within their season and, at the discretion of the Appointing Authority, employees may use accumulated vacation prior to and/or after their first and last scheduled work days each fiscal year. Additionally, year-round employees who are full-time part of the year and part-time for part of the year may, at the discretion of the Appointing Authority, may use vacation time to bring their hours of work up to 40 in weeks where they are not so scheduled. The amount of vacation used under this provision shall not exceed the maximum number of hours specified in Article 10 Vacation, Section 6 Vacation Transfer and Liquidation.

**IX. HOLIDAYS**

Article 11, Holidays, shall be modified as follows:

- A. **HOLIDAY ACCRUAL.** Holiday pay shall be computed based on the average number of hours the employee was in payroll status (including hours worked, paid vacation, paid sick leave, compensatory time off, or paid leave of absence) in their previous three (3) pay periods (excluding pay periods containing a holiday or an academic break/seasonal time off). Eligible employees who normally work less than full-time shall have their holiday pay prorated using the above criteria and schedule set forth in Appendix B.
- B. **SUBSTITUTE HOLIDAYS.** After consultation with the Association, College or University administrators may designate a substitute holidays for those listed in Article 11 of the Master Agreement in order to conform with their academic calendars. The college or university shall notify the executive director of the Association of change via regular or electronic mail.

**X. SEASONAL MEMORANDUM OF UNDERSTANDING**

- I. Definition of an Academic Year Seasonal Employee. An academic year seasonal employee is an employee whose season is equal to the length of the academic year as established by the college/university administration. At the administration's discretion, an academic year seasonal employee's season may be extended to include up to four (4) additional weeks. These additional weeks of an extended season must be worked immediately before the established academic year begins, immediately after the established academic year ends, or divided between the start and end of the established academic year. In no case shall the season be extended beyond the cumulative total of four (4) additional weeks. Such employees shall be considered to have an employment condition of seasonal part-time or seasonal full-time. Academic year seasonal employees are expected to return to work each year.
- II. Summer Employment. When there is a need for summer work, a separate intermittent unlimited position shall be established. Intermittent unlimited positions established for this purpose will be ongoing and will be posted/filled in accordance with the Master Agreement. Intermittent employees shall be scheduled as needed and acceptance of an intermittent position will not guarantee summer employment in subsequent years. An academic year seasonal employee appointed concurrently to an intermittent unlimited position shall be covered by the MAPE agreement and shall be eligible to receive paid holidays and accrue vacation and sick leave notwithstanding any language in the Master Agreement that would exclude intermittent employees from eligibility. Holiday pay entitlement and pro-ration, vacation use and accruals and sick leave use and accruals shall be in accordance with

the Master Agreement. The “Holiday Accrual” language in Section IX.A of this supplemental agreement shall not apply during such intermittent employment.

- III. Employee Notice. During spring session of each academic year, each seasonal employee shall be provided, in writing, with notice of their schedule for the next academic year, including the start and end dates, seasonal breaks, scheduled holidays and the number of days before or after the academic year that may be used for vacation, compensatory time or alternate holidays. The written notice referenced above shall be provided at least fourteen (14) days prior to the end of the employee’s season and shall be in lieu of the seasonal layoff and recall provisions of Article 17, Section 4.
- IV. The parties agree that employees shall continue to be eligible for insurance benefits during seasonal breaks as provided in Article 20, Section 3D of the Master Agreement.

**XI. STAFF DEVELOPMENT JOINT TASK FORCE**

A joint taskforce shall be established and composed of eight (8) representatives of the Appointing Authority and eight (8) employee representatives selected by MAPE. The joint taskforce shall be convened by Minnesota State Labor Relations and shall be charged with discussing MAPE’s participation in planning for individual staff development and campus-wide training. This may include joint participation with other union’s activities. The time spent working on this taskforce by MAPE employees shall be paid release time.

**XII. GRIEVANCE PROCEDURE**

Article 9 of the Master Agreement shall be supplemented and/or modified as follows:

- 1. After Step 2 and prior to an appeal to arbitration, a Step 3 will be held. Within fourteen (14) calendar days following the receipt of a grievance appealed in writing from Step 2, the system office’s Labor Relations Division shall arrange a meeting with the Association in an attempt to resolve the grievance.

Within fourteen (14) calendar days following this meeting, the Minnesota State system office shall respond in writing to the Association stating the system office’s answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may, within thirty (30) calendar days after the written answer is given or due, appeal the grievance to arbitration by written notice to the Assistant Commissioner of Minnesota Management & Budget (State Labor Negotiator). Any grievance not referred in writing by the Association to arbitration within thirty (30) calendar days after the system office’s written answer is given or due shall be waived.

**XIII. VACANCIES, FILLING OF POSITIONS**

Article 16, Sections 3 and 4 are modified as follows:

Permanent non-probationary classified employees from any Minnesota State Appointing Authority in the same classification/class option may interest bid on the filling of such vacancy by submitting a written application to the Appointing Authority on or before the expiration date of the posting.



#### **XIV. LAYOFF AND RECALL**

Article 17, Sections 3.A.4a – Layoff Options and 5 – Claiming shall be modified as follows:

Employees whose only option is to bump may request to transfer to a non-temporary classified vacancy within another Minnesota State Appointing Authority in the same, transferable or lower class (or class option) for which they are determined to be qualified by the Employer. Aligned institutions shall be considered to be within thirty-five (35) miles of the employee's current work location for all layoff procedures.

#### **XV. PROFESSIONAL DEVELOPMENT**

Upon completion of ~~one (1) year~~ six (6) months of continuous employment (without a break in service) in the Minnesota State system, full-time unlimited, full-time seasonal, part-time unlimited, and part-time seasonal employees, classified and unclassified, may for the purpose of professional development, be permitted to enroll on a space-available basis in credit courses at any Minnesota State college and/or university without payment of tuition. Such enrollment ~~is at the discretion of the Appointing Authority and~~ shall not exceed ~~eight (8)~~ sixteen (16) credits per academic year (the academic year runs from the beginning of the fall semester through the end of the summer session). The employee will pay all applicable fees.

When the employee has of ~~three (3) years~~ one (1) year of continuous employment with less than one year break in service (~~without a break in service~~) in the Minnesota State system, and becomes eligible for tuition waiver under Part VII of this supplement, credits taken under this section shall be deducted from the credits allowed per year under Part VII of this supplement.

Spouses and dependents are not eligible for credits under this section.

#### **XVI. PROFESSIONAL DEVELOPMENT FUNDS**

Minnesota State will allocate to Appointing Authorities Professional Development Funds at the rate of five hundred hundred dollars (\$500) for each full-time equivalent employee. The funds shall be limited to paying the cost of fee for professional licensure costs, professional association dues, required CEU costs, as well as professional conferences, workshops, similar meetings, courses, and other related professional development activities associated with participating in development activities which promote the goals and mission of an employee's division, department, program or university. Travel, housing, meals, registration, and related expenses, consistent with the foregoing, the funds may be used to pay for professional memberships, fees for professional licensure required for the employee's current position, books, journals, subscriptions and software. Books, journals, subscriptions, or software that are purchased in electronic form must be stored on a state-owned device. Purchases of technology, including hardware, that satisfy the standards of this subdivision are permissible. Professional development funds may not be used to purchase equipment that is necessary to meet the employee's position requirements. All assets purchased with professional development funds are the property of the employee's Appointing Authority. The Appointing Authority may carry over any portion of its allocation from the first to the second year of the biennium, and from one biennium to the next.

#### **XVII. RECRUITMENT, RETENTION, LONGEVITY, AND REFERRAL INCENTIVES**

**A. Recruitment Incentive for Newly Hired Employees.** This recruitment incentive for newly hired employee's provision shall be in effect from the effective date of this Agreement through June 30, 2023. Newly hired employees may be granted a recruitment incentive of up to two thousand five hundred dollars (\$2,500). The incentive shall be paid in two (2) increments: half after six (6) months and half after twelve (12) months of continuous satisfactory service. Current employees of the State of Minnesota are not eligible for this payment.

**B. Referral Incentive.** This referral incentive provision shall be in effect from the effective date of this Agreement through June 30, 2023.

Any current Minnesota State employee covered by the MAPE Master Agreement may receive a lump sum payment of five hundred dollars (\$500) for making the first referral of a candidate who accepts a pre-designated vacancy (in the affected job classes) and successfully remains employed for at least six months. The Appointing Authority may designate individual vacant positions (in the affected job classes) or entire classifications that are subject to the referral incentive. This provision only applies to the appointment of candidates who are not current state employees. No more than one lump-sum payment shall be paid for each designated vacancy. Prior to offering to make such lump-sum payments for referrals, the Appointing Authority shall establish procedures for recording referrals and determining which employee made the first referral of a candidate.

**C. Student Loan Payment Reimbursement.**

This student loan payment reimbursement provision shall be in effect from the effective date of this Agreement through June 30, 2023.

**1. Employee Request and Discretionary Approval.** An employee may request, and the Appointing Authority may approve reimbursement for the employee's student loan payments, made on their outstanding student loan balances.

**2. Eligible Payments.** In order to qualify for this reimbursement, the student loan payments must be made by the employee after the effective date of this agreement.

**3. Eligible Student Loan Debt.** The employee must have current student loan debt incurred within fifteen (15) years immediately prior to the payment being requested by the employee.

**4. Exclusion.** Student loan reimbursement payments cannot be applied to Continuing Education Units that are required to maintain an employee's license or credentials.

**5. Payment Amounts.** Student loan reimbursement payments shall not exceed five thousand dollars (\$5,000) per calendar year per employee, up to twenty-five thousand dollars (\$25,000) in total payments issued to any employee.

**6. Payment Dispersal.** Loan reimbursement payments may be disbursed once or twice yearly, in accordance with a disbursement schedule determined by the Appointing Authority.

**7. Employee Length of Service Requirements.** Employees must have been employed by the Employer at least one (1) year in a part-time or full-time position and be anticipated to work at least one thousand forty-four (1,044) hours per year to be eligible for student loan payment reimbursement under this section.

#### **D. Longevity Incentive Lump Sum Payment**

Effective beginning July 1, 2021 an employee who is at the top step of the salary schedule but who otherwise would be eligible for a salary step increase shall receive, in the first full pay period of the fiscal year that follows the employee completion of 17 continuous years of service at Minnesota State, a one-time lump sum payment equivalent to one thousand dollars (\$1,000). The lump sum payment for an employee working less than full time (1.0 FTE) in that fiscal year shall be prorated according to the employee's FTE in the preceding fiscal year.

#### **E. Early Notice Incentive**

Employees who elect to separate from employment after at least fifteen (15) years of service in Minnesota State shall receive an early notice incentive equivalent to a 2% increase in the employee's base salary. This incentive will be effective from the first pay period following the date the employee submits a written letter of separation through the effective date of separation. Such notice must be provided a minimum of six (6) months but not more months than three hundred sixty-five (365) calendar days in advance of the separation date and is irrevocable by the employee.

#### **XVIII. BEREAVEMENT LEAVE**

Article 12, Section 3D shall be modified as follows:

Five (5) days of paid bereavement leave, per occurrence, shall be granted in case of death in immediate family. Paid bereavement leave of longer than five (5) days may be granted by the Appointing Authority. Paid bereavement leave shall be independent of any other paid leave, and shall not be deducted from sick or vacation leave.

**XIX. Wage Upon Transfer** - Employees who transfer shall be granted a salary increase of at least one (1) step up to the top step for their salary range.

**XX. Vacation Cashout Options** - Employees may request up to 40 hours of their

accumulated vacation time each fiscal year to be transferred into their Deferred

Compensation account. The request must be made by March 31st of the current fiscal year. Denial of a request will not be grounds for a grievance.

**XXI. Use of Personal Devices for Security:** No employee shall be required to install an application on a personal electronic device for the purpose of supporting the security of the Minnesota State's computer/internet systems. If an employee chooses to install such an application, their personal device remains their private property, and Minnesota State may not search that device (either remotely or through seizing it) without the prior written consent of the employee, who shall be afforded the opportunity to consult with an Association steward before giving such consent.