

Managerial Plan

July 1, 2009 through June 30, 2011

Prepared pursuant to Minn. Stat. 43A.18, subdivision 3, by the:

Minnesota Management & Budget

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Table of Contents

Chapter	Page
1 -- Coverage	1
2 -- Work Schedule	2
3 -- Holidays	3
4 -- Vacation Leave	5
5 -- Sick Leave	8
6 -- Other Leaves of Absence	10
7 -- Probationary Period	14
8 -- Management Development	16
9 -- Limited Interruptions of Work and Permanent Non-Disciplinary Separations	18
10 -- Seniority, Layoff, Recall, Termination of Unclassified Appointment, and Reemployment	19
11 -- Disciplinary Action	23
12 -- Resolution of Disputes	25
13 -- Insurance	27
14 -- Salary Administration	45
15 -- Expense Reimbursement	50
16 -- Relocation Expenses	53
17 -- Housing	56
18 -- Manager Safety	57
19 -- Workers' Compensation; Injured on Duty Pay	58
20 -- Americans with Disabilities Act	60
21 -- Early Retirement Incentive	61

Appendices

	Page
Appendix A. Glossary	63
Appendix B. Vacation Leave Proration Schedule	67
Appendix C. Sick Leave Proration Schedule	68
Appendix D. Holiday Proration Schedule.....	69
Appendix E. Salary Range Assignments	70
Appendix F. Compensation Grids - July 1, 2009 to June 30, 2011	79
Appendix G. Statutory Appeal Procedure (M.S. 43A.33 – Grievances).....	82
Appendix H. High Cost Centers for Meal Reimbursement.....	84
Appendix I. Rights to Access and Contest Data.....	85
Appendix J. Other Policies; Statewide Policy on FMLA	86
Appendix K. Managers in the Minnesota State Colleges and Universities.....	104

The Managerial Plan, authorized by M.S. 43A.18, subdivision 3, establishes the compensation, terms, and conditions of employment for all classified and unclassified employees in positions identified by the Commissioner of Minnesota Management & Budget as managerial. The benefit provisions of this Plan are extended to department heads whose salaries are established in M.S. 15A.0815; to constitutional officers and their deputies for whom no plan has been approved under M.S. 43A.18, subdivision 4; to judges of the Workers' Compensation Court of Appeals; to Tax Court judges; and to the Chief and Assistant Chief Administrative Law Judges.

This Plan provides coverage for the biennium beginning on July 1, 2009, and ending on June 30, 2011. Provisions are effective on the date this Plan is approved by the Legislative Coordinating Commission. Provisions (except for those that are date specific) shall remain in effect after June 30, 2011, until a new Plan is approved by the Legislative Coordinating Commission.

Certain provisions of this Plan also apply to managerial employees covered by agency compensation plans approved by the Commissioner of Minnesota Management & Budget under the provisions of M.S. 43A.18, subdivision 4. The provisions of Chapters 3, 4, 5, 13, and 14, shall not apply to such managers unless incorporated, in whole or in part, by specific reference in the agency plan. All other provisions shall apply to managers covered by agency plans unless superseded by law or rule.

Managers covered by this Plan are invited to submit comments, questions and suggestions regarding the Plan at any time. Written comments should refer to specific Plan provisions and be addressed to:

Office of the Commissioner
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Work Day. The work day for managers shall normally follow the schedule of the work units for which they are responsible. The managerial role, however, necessitates a degree of adaptability as to hours and days worked which is not required on the part of other State employees. Accordingly, specific work schedules for managers shall be recognized as guidelines only, subject to change as dictated by the needs of the agency.

Pay Period. Managerial compensation is based upon the expectation that managers normally work at least 80 hours in the pay period. Managers shall be allowed flexibility in arranging their time in a manner which enables them to perform the responsibilities of their assignments.

Overtime. Because managers have authority to plan the work of their organizations and allocate the time needed for its completion, they are exempt from the provisions of the Federal Fair Labor Standards Act and are normally not eligible for overtime pay or compensatory time off with pay. If a work-related emergency situation is declared by the Commissioner of Minnesota Management & Budget, the Commissioner of Minnesota Management & Budget shall determine if managers shall be paid for overtime. Emergencies are defined as nonrecurring situations that could not be anticipated or planned for. Emergencies do not include seasonal fluctuation in workload (e.g., Legislature in session, budget development, forest fire season, park season, or road construction season) which occur on a regular and reasonably predictable basis. If compensation is authorized, payment shall be at straight time in either cash or compensatory time at the Appointing Authority's option.

Eligibility. All managers in payroll status, except those on emergency appointments, are eligible for paid holidays. However, managers on temporary classified and unclassified appointments of six months or less shall not be eligible for the floating holiday.

Observed Holidays. The following days shall be observed as paid holidays for eligible managers:

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

For all eligible managers assigned to a Monday through Friday, five (5) day operation, holidays that fall on a Saturday shall be observed as a paid holiday on the Friday before. Holidays that fall on a Sunday shall be observed as a paid holiday on the Monday after the holiday.

Holiday on a Day Off. When any of the above holidays falls on a manager's regularly scheduled day off, the manager shall be paid for the holiday in cash or vacation leave, at the discretion of the Appointing Authority. To receive payment as vacation, the manager must be eligible to accrue and use vacation leave under this Plan.

Floating Holidays. An eligible manager shall receive one floating holiday each fiscal year. The scheduling of such a day shall be by mutual agreement between the Appointing Authority and the manager. The floating holiday shall be taken in the fiscal year in which it is earned, or it is lost.

Managers who move into the Plan from another Minnesota State position that has received a floating holiday during that fiscal year shall not receive an additional floating holiday.

Substitute Holidays. An Appointing Authority may designate substitute or floating holidays for the observance of Veterans Day, Presidents Day and the day after Thanksgiving.

Religious Holidays. When a religious holiday, not observed as a holiday listed above, falls on a manager's regularly scheduled work day, the manager shall be entitled to that day off to observe the religious holiday.

Time to observe a religious holiday shall be taken without pay unless the manager uses accumulated vacation leave or, by mutual consent with the Appointing Authority, is able to work an equivalent number of hours at some other time during the fiscal year to compensate for the hours lost. A manager shall notify his/her supervisor of his/her intention to observe a religious holiday in advance of the holiday.

Holiday Pay Entitlement. Eligible managers who take a holiday on the date indicated in “Observed Holidays” or use a floating holiday shall be paid in cash at their regular hourly rate for the appropriate number of Holiday Pay hours. In order to receive a paid holiday, an eligible manager must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s). In the event a manager dies or is mandatorily retired on a holiday or holiday weekend, the manager shall be entitled to be paid for the holiday(s). An eligible part-time manager shall be paid according to the holiday proration schedule provided by Appendix D.

Determining Hours of Holiday Pay. An eligible manager who normally works at least 72 hours per pay period shall receive the holiday pay for the number of hours in the manager’s normal work day. Full-time managers working flex schedules with variable hours per day shall receive the number of hours per day to achieve their normal payroll period schedule.

Managers with flextime schedules shall not receive additional paid holiday hours over those normally scheduled in the work week.

Work on a Holiday. A manager who works on a regularly scheduled holiday shall in addition to their regular rate of pay be paid for the holiday hours in cash or vacation leave, at the Appointing Authority’s discretion. The manager must be eligible to accrue and use vacation under this Plan to receive payment as vacation leave.

Eligibility. All managers who are appointed for a period in excess or anticipated to be in excess of 6 months and are in payroll status, are eligible for paid vacation leave as provided in this Chapter.

Vacation on Initial Entry to State Service. Upon initial entry to the State service in a managerial position, an eligible manager shall be credited with 80 hours (10 days) of vacation leave. Such credit shall be reduced proportionately as vacation leave is accumulated.

Vacation Accrual. A full-time manager shall accrue vacation leave each pay period according to the rates provided below. A manager being paid for less than a full 80 hour pay period shall have his/her vacation accrual prorated according to the schedule provided by Appendix B. Managers on an unpaid military leave under Chapter 6 shall earn and accrue vacation leave as though actually at work, pursuant to M.S. 192.261, Subd. 1.

Vacation Accrual Schedule for Full-time Managers

<u>Length of Service</u>	<u>Hours Per Pay Period</u>
0 through 5 years	6 hours
After 5 through 8 years	7 hours
After 8 through 10 years	7.5 hours
After 10 through 19 years	8 hours
After 19 through 24 years	8.5 hours
After 24 years	9 hours

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

As used above, "Length of Service" includes all time served in vacation eligible status including layoff status, but does not include time on disciplinary suspension or unpaid non-medical leaves, which exceed one full pay period in duration. However, a manager on military leave or salary savings leave shall earn credit for "Length of Service."

"Length of Service" may also include time spent with other employers as stated below:

1. An eligible manager who moves without a break in service to a Managerial Plan position from any other position in any branch of Minnesota State government, shall have his/her length of service and accumulated vacation leave transferred, provided that the total amount of accumulated vacation does not exceed two hundred and seventy-five (275) hours.
2. An eligible manager who is appointed to a Managerial Plan position within four years from the date of separation in good standing from any position in any branch of Minnesota State government shall accrue vacation leave according to the length of service the manager had attained at the time of separation.
3. A former Legislator who is appointed to a Managerial Plan position within four years of the end of his/her term in the Legislature shall receive full credit for his/her length of service in the Legislature.

4. An Appointing Authority may, at its discretion, adjust "Length of Service" to reflect credit for all, none or a portion of: a) any prior service with a public jurisdiction, including prior Minnesota State government and legislative service beyond the four year limit specified in 2 and 3 above; b) any prior private sector experience directly related to the manager's position or on initial entry to State service, to match vacation accruals provided by the manager's most recent employer; and/or c) service in the United States Armed Forces provided the service was full-time for at least 181 consecutive days.

A manager who has previous service under 1-4 above which has not been credited to his or her length of service may be granted credit for such service. The manager must submit documentation of the qualifying service to the Appointing Authority for approval. Any change in length of service credit shall only affect future leave accrual. The adjusted credit is not retroactive and shall be effective the pay period in which the Appointing Authority approves the request.

Vacation Accumulation. Vacation leave may be accumulated to any amount provided that once during each fiscal year, the manager's balance must be reduced to 275 hours or less. If this is not accomplished on or before the last day of the fiscal year, the manager's balance shall automatically be reduced to 275 hours at the end of the fiscal year.

Managers on a military leave under Chapter 6 may accumulate vacation leave to any amount provided that the balance is reduced to 275 hours within two years of the manager's return from the leave.

The Commissioner of Minnesota Management & Budget may temporarily suspend the maximum number of hours which may be accumulated in emergency situations. Emergencies are defined as nonrecurring situations that could not be anticipated or planned for. Emergencies do not include seasonal fluctuation in workload (e.g., Legislature in session, budget development, forest fire season, park season, or road construction season) which occur on a regular and reasonably predictable basis.

Vacation Leave Liquidation. An eligible manager who separates from State service or moves to a vacation-ineligible position shall be compensated, at the manager's current rate of pay, for all accumulated and unused vacation leave up to a maximum of 275 hours. The maximum cap shall not apply in situations where the payout is due to the employee's death. Vacation leave may not be used alone or in combination with unpaid leave on separation from State service to extend insurance coverage. An Appointing Authority and a manager facing temporary layoff may mutually agree to liquidate all, none or a portion of the manager's accumulated vacation balance at the time of the temporary layoff. If there is no agreement, the balance will be liquidated.

The Appointing Authority shall pay the vacation payout and the severance described in Chapter 14 to an individual MSRS Health Care Savings Plan for any manager who separates from State service with 10 or more years continuous State service and who is eligible to receive severance pay for reasons other than layoff or death.

Managers who do not meet the criteria for the Health Care Savings Plan and whose vacation and severance payouts total less than \$200 combined, will receive such payments in cash.

In all other cases in which a manager is eligible for vacation payout (including death or layoff of a manager), vacation payment shall be made in cash.

Conversion of Accumulated Vacation to Deferred Compensation. Once in each fiscal year, at the discretion of the Appointing Authority, a manager with at least six months of continuous service in this Plan or any combination of service in the Managerial Plan, Commissioner's Plan, or qualifying service in the Middle Management Association equaling at least six (6) months combined continuous service, may convert a portion of his/her accumulated vacation to a contribution to a deferred compensation plan for which the state provides payroll deduction or they may elect to receive the State-paid matching contribution as provided in Chapter 14 (but they may not do both). No minimum service is required if the State-paid matching contribution is selected. Each manager may convert up to 50 vacation hours per fiscal year.

Managers must submit the appropriate forms to their Appointing Authority payroll office by June 5th of each fiscal year.

Contributions to deferred compensation plans made through the conversion of vacation hours are subject to all of the rules and regulations of the respective plans.

Appointing Authorities may deny requests or limit the amount of vacation hours converted on an agency-wide basis for the entire agency for the vacation conversion or the State paid contribution provided in Chapter 14 due to budget restrictions.

This provision does not apply to employees covered by a compensation plan established under the provisions of M.S. 43A.18, subdivision 4 unless that compensation plan is amended to include a specific reference to this provision.

Once each fiscal year, managers may convert vacation to deferred compensation or receive the State-paid matching contribution provided in Chapter 14.

Eligibility. All managers who are appointed for a period in excess or anticipated to be in excess of 6 months and are in payroll status, are eligible for paid sick leave as provided in this Chapter.

Sick Leave Credit. Upon initial entry to the State service in a managerial position, an eligible manager shall be credited with 80 hours (10 days) of sick leave. Such credit shall be reduced proportionately as sick leave is accumulated.

Sick Leave Accrual and Accumulation. A full-time manager shall accrue sick leave at the rate of four hours per pay period. A manager being paid for less than a full 80 hour pay period shall have his/her sick leave accrual prorated according to the schedule in Appendix C. Eligible managers on an unpaid military leave under Chapter 6 shall earn and accrue sick leave as though actually at work, pursuant to M.S. 192.261, Subd. 1.

Transfer/Restoration of Sick Leave Hours. An eligible manager who moves without a break in service to a Managerial Plan position from any other position in Minnesota State government, shall have his/her accumulated sick leave balance transferred. If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance shall be transferred in an amount equal to what the manager would have accumulated under this Plan.

An eligible manager who is appointed to a Managerial Plan position within four years from the date of separation in good standing from any other position in any branch of Minnesota State government shall have his/her sick leave balance restored provided that any manager being appointed after receiving severance pay shall have his/her leave restored proportionately by deducting the hours which were paid as severance. (Also, provided the appointment is in a class that is sick leave eligible.) If the previous accrual rate and maximum accumulation were greater than those provided in this Plan, the leave balance shall be restored in an amount equal to what the manager would have accumulated under this Plan.

A manager who receives severance pay prior to January 1, 2008, and returns to State service on or after January 1, 2008 shall have his/her sick leave balance restored at 60% of the manager's first 900 hours of accumulated but unused sick leave plus 87.5% of the manager's accumulated but unused sick leave in excess of 900 hours.

A manager who receives severance pay on or after January 1, 2008, and returns to State service shall have his/her sick leave balance restored at 65% of the manager's accumulated but unused sick leave.

A manager may use the restored sick leave immediately upon return to State service.

Usage. Whenever practicable, a manager shall submit a written request for sick leave in advance of the period of absence. When advance notice is not possible, the manager shall notify his/her supervisor at the earliest opportunity. A manager shall be granted paid sick leave to the extent of his/her accumulation for the following:

- manager's illness, disability or medical, chiropractic or dental care;
- exposure to contagious disease which endangers the health of other persons;
- inability to work during the period of time that the doctor certifies that the manager is unable to work because of pregnancy or child birth.

A manager shall be granted sick leave for such reasonable periods as the manager's attendance may be necessary for the following:

- illness or disability of the manager's family members or other dependents living in the same household as the manager or the manager's minor child whether or not the child lives in the same household;
- medical, chiropractic or dental care for the manager's spouse or dependent child living in the same household as the manager or minor child whether or not the child lives in the same household;
- with advance notice, the time necessary (including reasonable travel to and from the work site) to accompany the manager's parents to medical, chiropractic and dental appointments;
- birth or adoption of the manager's child, not to exceed five days;
- to arrange for necessary nursing care for members of the family, not to exceed five days;
- to attend the funeral of a spouse, parent, grandparent, step-parent, guardian, children, grandchildren, sibling, or other close relative, stepchild, ward, or parent or grandparent of the spouse for a reasonable period of time, including necessary travel time, but not for absences to aid bereaved relatives or to attend to the estate of the deceased.

A manager using sick leave or unpaid medical leave may be required to furnish a statement from his/her medical practitioner or a medical practitioner designated by the Appointing Authority indicating the nature and expected duration of the illness or disability. The Appointing Authority may also require a similar statement from a medical practitioner if the Appointing Authority has reason to believe the manager is not able to work or has been exposed to a contagious disease which endangers the health of other persons.

6

Other Leaves of Absence

Application for Leave. A manager shall submit a request for a leave of absence in writing to the immediate supervisor as far in advance of the requested absence as is practicable. The request shall state the reason for, and the anticipated duration of, the leave of absence.

Developmental Leave. See Chapter 8, Management Development.

Family and Medical Leave Act. See Appendix J.

Paid Leaves of Absence. Paid leaves of absence shall not exceed the manager's normal work schedule and shall be granted as follows:

- **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 manager's State job. The manager shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the State. Any manager who must appear and testify in private litigation, not as an officer of the State but as an individual, shall be required to use vacation leave, or leave of absence without pay unless, by mutual consent with the Appointing Authority, the manager is able to work an equivalent number of hours during the fiscal year to compensate for the hours lost.
- **Jury duty leave** for time to serve on a jury provided that when not impaneled for actual service or required by the Court to be present for potential selection for service, the manager shall report to work.
- **Election Judge leave** for purposes of serving as an Election Judge in any election. The manager must request the leave at least 20 calendar days in advance.
- **Military leave** in accord with M.S. 192.261 for members of the National Guard or military or naval reserves of this State or of the United States who are ordered or authorized by the appropriate authority to engage in active service or training. This leave shall be limited to 15 working days per calendar year. The manager must inform his/her Appointing Authority within seven calendar days of receiving notification of duty.
- **Voting time leave** in accord with M.S. 204C.04 for managers eligible to vote in a state primary election, a presidential primary election, a state general election, or an election to fill a vacancy in the United States Congress provided that the leave is for a period of time long enough to vote during the morning of the election day.
- **Emergency leave** in the event of a natural or man-made emergency if determined by the Commissioner of Minnesota Management & Budget, after consultation with the Commissioner of Public Safety, that continued operation would involve a threat to the health or safety of individuals. The length of such leave shall be determined by the Commissioner of Minnesota Management & Budget.
- **Athletic leave** in accord with M.S. 15.62, as amended in 1985 to prepare for and engage in world, Olympic, or Pan American games competition.
- **Blood donation leave** to donate blood at an onsite and Appointing Authority endorsed program.

- **Transition leave**, at the Appointing Authority's discretion, for a manager on notice of permanent layoff. This leave is limited to 160 hours, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and are not subject to the Application and Return provisions of this Chapter.
- **Administrative leave**, at the Appointing Authority's discretion, for a manager who has been involved in a critical incident or where their continued presence in the workplace poses a risk to the manager or the agency. Leave is limited to 30 calendar days unless the Commissioner of Minnesota Management & Budget authorizes an extension of not more than 30 additional calendar days. It is the Appointing Authority's policy to return a manager to active service as soon as practical and prudent.
- **Investigatory leave** as provided in Chapter 11.
- **Decision-making leave** of one day, as provided in Chapter 11. The leave must be part of the discipline process and is for the purpose of making a decision about continued employment.

Unpaid Leaves of Absence - Mandatory. Unpaid leaves of absence shall be granted upon a manager's request as follows:

- **Medical leave** for a cumulative period of one year per illness or injury, unless extended by the Appointing Authority, when a manager has exhausted his/her accumulation of sick leave due to an extended illness or injury.
- **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. The leave shall begin on the date requested by the manager but no later than six weeks after the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six weeks after the child leaves the hospital. Sick leave used with a medical practitioner's statement prior to the birth of the child will not reduce the duration of the leave of absence. Sick leave or vacation used following the birth of the child will not have the effect of extending the six-month leave of absence. Upon request, the Appointing Authority may extend the leave up to a maximum of one year.
- **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 manager being permitted to return to the manager's position with such seniority, status, pay, vacation, and sick leave as such manager would have had if the manager had not been absent due to service under 2024(d). The manager must inform his/her Appointing Authority within seven calendar days of receiving notification of duty. See Chapters 4 and 5 regarding accrual of vacation and sick leave during an unpaid military leave. At the manager's request, he/she shall be allowed to supplement unpaid military leave with vacation leave, in accord with law. Any vacation leave used must have been accumulated prior to the start of the military leave.
- **Military leave in accord with M.S. 192.261**, subdivision 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 manager may be required to serve pursuant to law. See Chapters 4 and 5 regarding accrual of vacation and sick leave during an unpaid military leave. At the manager's request, he/she shall be allowed to supplement unpaid military leave with vacation leave, in accord with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

- **Political process leave** in accord with M.S. 202A.135 and 202A.19, subdivision 2, for the purpose of attending a precinct caucus, a meeting of the State central or executive committees of a major political party if the manager is a member of the committee, or any convention of major political party delegates including meetings of official convention committees if the manager is a convention delegate or alternate, provided that the leave is requested ten days prior to the leave start date.
- **Public office leave** in accord with M.S. 43A.32, subdivision 2, for a manager in the classified service:
 - upon assuming an elected Federal or an elected State public office other than State legislative office; or
 - if elected to State legislative office, during times the Legislature is in session; or
 - upon assuming any other elected public office if, in the opinion of the Commissioner of Minnesota Management & Budget, the holding of the office conflicts with the manager's regular State employment; or
 - at the manager's request upon filing as a candidate for any elected public office or any time during the course of the manager's candidacy.

Unpaid Leaves of Absence - Discretionary. Unpaid leaves of absence may be granted upon a manager's request at the discretion of the Appointing Authority as follows:

- **Salary savings leave** provided that an Appointing Authority shall not hire a replacement for a manager on temporary leave. A manager taking salary savings leave shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the manager had been actually employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence.
- **Personal leave** for any reason for a period of up to one year subject to annual renewal at the Appointing Authority's discretion.
- **Unclassified service leave** in accord with M.S. 43A.07, subdivision 5, to allow a manager in the classified service to accept a position in the unclassified service.
- **Elder care leave** to care for or to arrange care for parents of the manager or the manager's spouse.
- **Voluntary Service leave** such as VISTA, Peace Corps, UNICEF, or International Red Cross for a period not to exceed four years.

Termination of Leave. A manager may terminate his/her leave of absence prior to the previously agreed upon date of expiration 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 cancelled by an Appointing Authority upon reasonable notice to the manager. Such notice shall ordinarily be in writing except in case of emergency.

Return From Leave. A manager 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. A manager on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. A manager shall be entitled to return from an approved leave of absence to a vacant position in the same class and agency. If a vacant position in the manager's class is not available, the Appointing Authority may offer the manager a vacant position in a different class of comparable duties and pay for which s/he is qualified. If no vacant position is available and/or offered, the layoff provisions (including displacement rights) of Chapter 10 shall apply.

Failure to Return from Leave. Failure to contact the Appointing Authority about an extension prior to the end of the approved leave or to return on expiration of the approved leave shall be deemed to be a voluntary resignation. The manager shall be severed from State service.

Application of Probation. The probationary period is an extension of the selection process. It provides an opportunity for the Appointing Authority to observe and the manager to demonstrate whether the manager can perform the duties and fulfill the responsibilities of the position.

Required Probationary Period. A manager shall be required to complete a probationary period in order to attain permanent status in a class following unlimited appointment to a classified position except upon recall from a Managerial Plan Agency layoff list within two years of the date of layoff or if the probationary period is optional as provided below.

Optional Probationary Period. With written notice prior to the appointment date, a manager may be required by the Appointing Authority to serve a probationary period in order to attain permanent status in a class or agency after receiving any of the following types of appointments: reinstatement, transfer to a new class within an agency or between agencies or jurisdictions, transfer within the same class between agencies or jurisdictions, voluntary demotion to a new class within an agency or between agencies or jurisdictions, or recall from a Managerial Plan Agency layoff list more than two years after the date of layoff.

Length of Probationary Period. Probationary periods shall normally be for a period of one year. An Appointing Authority may reduce the length of a manager's required probationary period to not less than six months, or a manager's optional probationary period to any lesser length, provided the manager has met the training requirements established in the Administrative Procedures and has demonstrated the ability to effectively perform the duties and responsibilities of the position. In such cases, the Appointing Authority shall provide written notice to the manager and the Commissioner of Minnesota Management & Budget of the determination to grant permanent status prior to completion of the one year period.

If a manager has not met the training requirements established in the Administrative Procedures, the Appointing Authority may extend the probationary period for up to one additional year. The extension of a probationary period is not subject to the dispute resolution procedure of Chapter 12. A manager whose probationary period is extended in accord with this paragraph shall be provided with written notice of the length of the extension by the Appointing Authority prior to the end of the probationary period.

An Appointing Authority may extend a manager's probationary period for up to six additional months if the extension is desirable for reasons such as unanticipated change in the program or duty assignment or substantial change in performance. In such cases, the Appointing Authority shall provide the manager with written notice of the length of the extension prior to the end of the probationary period.

Computation of Time on Probation. The probationary period begins on the day of unlimited appointment and includes all time in the agency in the class and in any subsequent appointments in the agency to comparable or higher related classes or related unclassified positions but not time on layoff or absences exceeding 10 consecutive work days. Managers who promote or transfer to a different agency prior to completion of their probationary period shall complete probation in the former class, if different, on the same date they successfully complete probation in the new agency (and class, if different). This applies only to moves within class series or to a related class. Managers who demote during or at the end of a probationary period shall have time in the higher class count toward completion of probation in the lower class, except as provided below in "Failure to Attain Permanent Status."

Attainment of Permanent Status. Unless the manager is notified by the Appointing Authority that s/he will not be certified to permanent status in the class prior to the end of a probationary period specified or extended in accord with the above provisions, the manager shall attain permanent status immediately upon completion of the last assigned work day of the probationary period.

Failure to Attain Permanent Status. A manager serving an initial probationary period may be terminated by the Appointing Authority at any time during the probationary period and shall have no further rights to State employment. A manager, who has attained permanent status in another class and/or agency and who is notified by the Appointing Authority that s/he will not be certified to permanent status in the new class and/or agency, shall be returned to a vacant position in the class and agency in which the manager served immediately prior to appointment to the new class and/or agency. Managers who promote or transfer to a different agency prior to completion of their probationary period and are notified by the new Appointing Authority that they will not be certified to permanent status, shall be returned to a vacant position in the former agency (and class, if different) and resume the probationary period at the point it was interrupted. For managers who previously had either permanent or probationary status in another class and/or agency, return to a vacancy is subject to applicable provisions of collective bargaining agreements and plans. If there is no vacancy, the layoff provisions (including displacement rights) of the collective bargaining agreement or plan applicable to the former class and/or agency shall be applied.

Position Descriptions and Performance Objectives. Every manager shall develop, with assistance from his/her supervisor, a position description and performance goals or objectives that reflect his/her duties and incorporate the expectations of the Appointing Authority. A permanent manager's position description and performance objectives shall be reviewed with the manager at least once a year and, if necessary, rewritten after the manager's annual appraisal or whenever there is a substantial change in duties, and at least every three years.

Performance Appraisal. A probationary manager shall participate in a performance counseling review at the midpoint and end of the probationary period. Performance appraisals for permanent managers shall be conducted at least once per year and are encouraged on a more frequent basis. Upon request, a manager shall receive a copy of a written appraisal and shall have the opportunity to review and comment in writing on the performance rating and to sign the appraisal as indication of having read the appraisal, participated in the appraisal process, and had the opportunity to make comment. In addition to performance goals and objectives, the performance appraisal of the manager shall consider contributions to overall management goals in the areas of employee development, health and safety, and affirmative action. Performance ratings may be appealed to the Appointing Authority as provided by Administrative Procedure 20.

Individual Development Planning. As a part of the performance review, the manager and supervisor shall identify any gaps between current levels of performance and those required for satisfactory performance in the job. The manager and supervisor may also explore developmental needs or interests to improve performance in the current position and/or attain higher levels of managerial responsibility within the agency and State service. The manager and supervisor shall complete an Individual Development Plan which identifies agreed upon needs, and establishes priorities for, and methods of, responding to those needs. The plan shall be reviewed and updated at the time of the annual performance review and shall be monitored during the appraisal period.

Required Education. Newly appointed managers in the classified service must participate in developmental activities in accord with Administrative Procedure 21 in order to attain permanent status in managerial classes.

All Other Education. All managers are expected to participate in training and development activities on an on-going basis. Within the limits of available time and resources, training and development opportunities shall be made available to the manager. As a first priority, the manager's supervisor and the Appointing Authority shall make a reasonable effort to help the manager address the developmental needs established in the Individual Development Plan by providing release time and/or payment for enrollment in State-sponsored or approved courses and enrollment in seminars and courses at educational institutions, in accord with Administrative Procedures and this Chapter.

A manager may also request to attend a specific development activity. If, in the judgment of the Appointing Authority, the requested college course or professional workshop, seminar, conference, or other development activities, i.e., task force, special assignments, mobility, etc. will better prepare a manager to perform his/her current or projected responsibilities and if staffing needs and budgetary resources permit, the Appointing Authority may provide release time and/or reimbursement in accord with Administrative Procedure 21 and Chapter 15. Managers must successfully complete the development activity to be eligible for reimbursement.

Membership in Professional Organizations. In each fiscal year, the Appointing Authority may authorize payment for a manager of full or partial costs of membership dues paid to professional organizations related to the manager's job provided that the organization offering the membership does not directly influence agency policies, exist primarily for social reasons, have as its primary purpose the advancement of individual manager interests, or restrict membership on the basis of sex, race, or religion. The manager may attend meetings and seminars of professional organizations during work hours if the amount of time required is reasonable, the Appointing Authority approves such attendance as related to the work assignment, and staffing requirements permit. The manager may hold office in professional organizations if s/he receives no stipend or direct payment other than expense reimbursement from the organization.

Subscriptions. An Appointing Authority may authorize payment for the cost of a manager's individual subscriptions to magazines or other professional publications provided that the publications meet organizational needs.

Mobility Assignments. A manager is eligible to participate in a temporary job change designed to broaden his/her work experience and expand his/her perspectives. A mobility assignment may involve moves between State agencies, between the State and other governmental jurisdictions, or between the State and private organizations. These temporary assignments give the manager an opportunity to use, develop, and expand his/her knowledge, skills, and abilities in a different work environment. Assignments are usually full-time for a specified duration. Mobility assignments may be initiated by the manager or by either employer and require the approval of all three parties. Mobility assignments between the State and other employers are governed by M.S. 15.51 to 15.59.

Developmental Leave. A manager is eligible for a developmental leave to secure additional education, training, or experience which will better prepare him/her to carry out his/her management responsibilities. A developmental leave may be granted for any period up to two years at no pay, partial pay, or full pay. Granting of a developmental leave is at the discretion of the Appointing Authority. A partially or fully paid leave must be approved in advance by the Commissioner of Minnesota Management & Budget. The manager shall be eligible to retain State-paid insurance benefits for which s/he is otherwise eligible while on developmental leave. A developmental leave may be granted if the following criteria are met:

- The manager has at least three years of State service;
- The manager has submitted to the Appointing Authority a plan for the developmental leave showing how it will serve the purpose described above;
- The organizational function and goals can be carried out during the manager's absence;
- Funds are available for this purpose; and
- The manager agrees to return to State employment following completion of a paid developmental leave for the amount of time specified by the Appointing Authority at the time the leave was approved.

9

Limited Interruptions of Work and Permanent Non-disciplinary Separations

Limited Interruptions of Work. A manager may have his/her employment interrupted, or normal work hours reduced, for a period, not in excess of two consecutive calendar weeks because of adverse weather conditions, shortage of material or equipment, or other unexpected or unusual reasons. This interruption of employment shall not be considered a layoff.

Upon request during limited interruptions of employment, managers shall be allowed to use accumulated vacation leave or compensatory time in order to provide them with up to their regularly scheduled number of hours of earnings for a pay period.

The Appointing Authority may approve requests from managers to receive an advance of hours to provide them with up to their regularly scheduled number of hours of earnings for a pay period. If approved, the advance may not exceed the manager's accumulated and unused vacation leave. Managers who elect to draw such advances may not reduce their vacation accumulation below the total hours advanced. With supervisory approval, the manager may make up the hours advanced. In the payroll period ending closest to November 1 of each year, all managers who received advances and have not made up the total hours advanced, shall have the remaining hours subtracted from their vacation accumulation.

Resignations. A manager may resign in good standing by providing the Appointing Authority with at least two weeks advance written notice.

Termination of Unclassified Appointment. A manager appointed to an unclassified position (other than a supervisory position with the State Patrol) may be terminated at any time by the Appointing Authority and shall have no further rights to State employment. However, a manager on an approved unclassified service leave of absence may return to a position in the classified service as provided in Chapter 6.

Termination of Temporary, Emergency or Provisional Appointment. A manager working in a temporary, emergency or provisional appointment may be terminated at any time by the Appointing Authority and shall have no further rights to State employment unless, in the case of a provisional appointment, s/he has the right to return to the previously held class.

Seniority, Layoff, Recall, Termination of Unclassified Appointment, and Reemployment

Application of Seniority. All managers working in unlimited appointments in classified positions covered by this Plan shall accrue seniority as outlined below to be applied by the Appointing Authority in determining their relative positions for retention when a layoff occurs. Upon a manager's request, an Appointing Authority shall provide the manager with full information regarding his/her seniority.

Computation of Seniority. Seniority shall be calculated by class and shall include:

- all time since the last date of appointment to unlimited status in the class through appointment from the selection process or appointment in accord with M.S. 43A.15, subdivisions 4, 5, 6, 7, 12, 14, or 15;
- all time served in unlimited appointments in higher or comparably paid classified positions determined by the Commissioner of Minnesota Management & Budget to be related to the current class provided that the manager has not had a break in employment; and except that for managers whose positions are reallocated to a lower or equal class after January 1, 1980, seniority shall include service in the class from which they were reallocated regardless of whether or not the higher or equal class is related to the class to which reallocated;
- all time during which a manager is in layoff status or is on an approved leave of absence provided that the manager returns to State service upon recall or expiration of an approved leave. Effective July 1, 1996, if the manager is on an approved leave of absence to an unclassified position, the manager may only accrue seniority in the classification of the position from which the manager is on leave if the manager has achieved permanent status in that class. For the purposes of accruing seniority while on an unclassified leave, a manager's probationary period in that class where applicable, must be at least six months long.

For employees returning to the Managerial Plan through outside layoff, time in higher or comparably paid related positions under another plan or collective bargaining agreement will not be included in seniority until the employee returns to a Managerial Plan position. The manager may use only seniority previously accrued under this Plan to bump into a Managerial Plan position from a position under another plan or collective bargaining agreement.

Ties in Seniority. When two or more managers have equal seniority based on the above computation, ties shall be broken in favor of the manager with the highest most recent annual performance rating and, if a tie still exists, in favor of the manager with the longest length of continuous employment with the State since the last date of hire.

Layoff. A permanent or probationary classified manager may be laid off because of abolition of the manager's position, shortage of work or funding, a management-imposed reduction in a full-time manager's normal work hours which continues longer than two consecutive weeks, ineligibility for appointment to a reclassified position, or other reasons outside the manager's control. Any manager who has voluntarily requested and received Appointing Authority approval to reduce his/her work hours shall not be considered to have been laid off.

If faced with the need to lay off managers, an Appointing Authority shall:

- Step 1: Determine which position is to be eliminated.
- Step 2: To avert a layoff, reassign the manager occupying the position to be eliminated to any vacancy the Appointing Authority determines to fill in the same class, agency, and employment condition and within 35 miles of the position which is to be eliminated unless the manager is determined to be not qualified for the position by the Commissioner of Minnesota Management & Budget. The Appointing Authority shall terminate any provisional manager working in an unlimited position covered by this Plan in the class, agency, and employment condition within 35 miles of the position which is being eliminated and shall reassign the manager whose position is being eliminated to the resultant vacancy before effecting a layoff.
- Step 3: If a layoff cannot be averted through the reassignment procedures of Step 2, notify the incumbent of the position to be eliminated in writing at least three weeks prior to the effective date of a layoff. The notice shall state the reasons for the layoff action, the effective date of the layoff, and the estimated length of the layoff period. It shall also offer the opportunity to discuss options available to the manager in lieu of layoff. At the Appointing Authority's discretion, a manager on notice of permanent layoff may be granted a Transition Leave as provided in Chapter 6. An Appointing Authority is encouraged to notify all other managers who potentially may be displaced as a result of the elimination of this position.

Options to Managers Notified of Layoff. A manager notified of layoff shall have the options described below. Managers may only bump within the same employment condition, but may be offered vacancies in a different employment condition. However, a manager's refusal to accept a vacancy in a different employment condition shall not result in the forfeiture of other layoff options. Before displacing another manager, the manager must accept a vacancy in the same class, and employment condition if the vacancy is within 35 miles of the manager's current work location. Any manager choosing to displace another manager must have greater seniority than the manager who is to be displaced. The manager may:

- Option 1: Accept the layoff.
- Option 2: Unless determined by the Commissioner of Minnesota Management & Budget to be not qualified for the affected position, choose to displace the least senior manager within 35 miles who is in the same agency and who is in:
 - (a) the same class and employment condition; or if the same class is not available,
 - (b) any comparable or lower class in which the manager previously served in order of previous service.
- Option 3: If offered by the Appointing Authority, accept a vacancy in the same agency and same class or any comparable or lower class for which the manager is determined qualified by the Commissioner of Minnesota Management & Budget.
- Option 4: Displace the least senior manager in the same agency and employment condition and in the same class or any comparable or lower class in which the manager previously served in order of previous service (i.e., with no 35 mile restriction) unless determined not qualified for the position by the Commissioner of Minnesota Management & Budget.

In determining whether the manager is qualified for a position, the Commissioner of Minnesota Management & Budget shall consider any recommendation made by the Appointing Authority.

Return Through Outside Layoff. If the following conditions are met, the Appointing Authority shall allow an agency employee to return to a position covered by this Plan:

The employee previously had permanent or probationary classified status in a position (other than an insufficient work time position) covered by this Plan; and

The employee currently has permanent or probationary classified status in a higher or equal class; and

The employee has received notice of permanent layoff and has exhausted all vacancy and bumping options available under the layoff provisions of the plan or collective bargaining agreement covering him/her for purposes of layoff; and

That plan or collective bargaining agreement includes a provision allowing the return of managers laid off under the Managerial Plan.

If all of these are met, the Appointing Authority shall allow the employee to exercise any of the options listed above, under the conditions specified there. In addition, before displacing another manager, the employee must accept a vacancy in an equal class for which the Employer has determined him/her qualified, within the same employment condition and within 35 miles of the manager's current work location. Also see "Computation of Seniority" for information on calculating the employee's seniority for bumping.

Managerial Plan Layoff List. Managers who have been laid off, accepted demotions in lieu of layoff, or been demoted to positions reallocated downward shall have their names placed in order of seniority on the Managerial Plan Agency layoff list for the class, agency, and location from which they were laid off or demoted. Such managers may indicate in writing other locations for which they are available and may change their availabilities by notifying Minnesota Management & Budget in writing. Names shall remain on the Managerial Plan Agency layoff list for one year or for a period of time equal to the manager's length of continuous State employment to a maximum of five years unless removed under the provisions of this Chapter.

Recall. Managers shall be recalled to positions in the class and agency from which they were laid off or demoted in the order in which their names appear on the Managerial Plan Agency layoff list unless the manager is determined by the Commissioner of Minnesota Management & Budget to be not qualified for the position. In determining whether the manager is qualified for the position, the Commissioner of Minnesota Management & Budget shall consider any recommendation made by the Appointing Authority. In the absence of a Managerial Plan Agency layoff list, the Appointing Authority shall give first appointment consideration to managers on layoff whose names appear on the reinstatement list for the class. The Managerial Plan Agency layoff list for a class shall be used prior to the use of other selection methods.

Removal from Layoff List. The names of managers shall be removed from the Managerial Plan Agency layoff list for any of the following reasons:

- Failure to accept recall from the layoff list to a position which matches the availabilities specified by the manager.
- Unlimited appointment to a classified position in a class comparable to or higher than the one from which the manager was laid off or demoted. A manager who is non-certified in such a position may request that this/her name be restored to the layoff list for the time remaining. Requests may be made in writing to Minnesota Management & Budget.

- Expiration of the term of eligibility specified above.
- Separation from State service.

Termination of Unclassified, Temporary, Emergency or Provisional Appointment. An unclassified, temporary, emergency or provisional appointment may be terminated at any time by the Appointing Authority and the incumbent shall have no further rights to State employment. However, a manager on an approved unclassified service leave of absence may return from leave to a position in the classified service as provided in Chapter 6 and a manager on a provisional appointment may have the right to return to the previously held class.

Reinstatement List. The Commissioner of Minnesota Management & Budget shall establish reinstatement lists by class, affording equal standing to all persons on each list available for the location and employment condition of the vacancy.

A manager who has been laid off, accepted a demotion in lieu of layoff, or been demoted to a position reallocated downward may have his/her name placed on reinstatement lists for all classes in which s/he previously held probationary or permanent classified status by making a written request to the Commissioner of Minnesota Management & Budget. The manager shall indicate the locations and employment conditions for which s/he will accept employment and may change availabilities by written notice to the Commissioner of Minnesota Management & Budget.

Administration of Discipline. An Appointing Authority shall make reasonable effort to discuss with the manager any performance problem which may lead to disciplinary action and to assist the manager in eliminating problem areas before disciplinary action becomes necessary. In the case of a permanent manager, disciplinary action may be taken only for just cause as provided in M.S. 43A.33, subdivision 2, which shall include failure to maintain any license required in the position.

For managers with permanent status, discipline may include, in any order, only the following: oral reprimand, written reprimand, decision-making leave, suspension (paid and unpaid), demotion, and/or discharge. For managers without permanent status, discipline may include any of the preceding, except discharge.

For information regarding termination of managers serving an initial probationary period, see Chapter 7 (Probationary Period). For information regarding the termination of managers in unclassified, temporary or emergency appointments, see Chapter 10 (Seniority, Layoff, Recall, Termination of Unclassified Appointment, and Reemployment).

Forms of Discipline:

- A) **Oral Reprimand.** An oral reprimand should be so identified and should be administered in private.
- B) **Written Reprimand.** A written reprimand should be clearly identified as such, and should specify reasons for the action. Changes expected and necessary to correct the deficiency should be clearly outlined.
- C) **Decision-making Leave.** Decision-making leave is time away from work with pay for one day when other forms of counseling and/or discipline have failed to correct performance or other issues with the manager. Prior to placing the manager on decision-making leave, the supervisor shall meet with the manager to discuss the performance and other issues, as well as previous attempts to bring the manager into compliance. The assignment for the manager while on decision-making leave is to decide if s/he wants to continue working for the agency and adhere to the performance or other standard. The manager shall return from leave with a decision to solve the immediate problem and make a commitment to adhere to the performance or other standard. Failure of the manager to adhere to the standard following return from leave may result in additional discipline, up to and including discharge.
- D) **Paid or Unpaid Suspension, Vacation Deduction or Demotion.** In lieu of suspension, the Appointing Authority may, at its discretion, deduct hours from the manager's accumulated vacation balances in an amount equal to the suspension. Such disciplinary actions require written notice, no later than the effective date of the action. The notice should include the following:
 - (1) nature of the disciplinary action;
 - (2) specific reasons for the action;
 - (3) effective date of the action;
 - (4) statement of the manager's right to reply in writing to the Appointing Authority or designee their response to the disciplinary action; and

- (5) a) in the case of a manager with permanent status (i.e., not serving an initial probationary period or an unclassified manager on leave from the classified service), a statement of the manager's right to appeal as provided in M.S. 43A.33, subdivision 3 (see Appendix G) and the Dispute Resolution Procedure provided in Chapter 12;
- b) in the case of all other managers, a statement of the manager's right to appeal through Step 3 of the Dispute Resolution Procedure described in Chapter 12.

A copy of the notice and the manager's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Minnesota Management & Budget within 10 calendar days of the effective date of discipline.

E) **Discharge of a Permanent Classified Manager.** Discharge requires a written notice, no later than one day prior to effective date of discharge. The notice of discharge shall include the following:

- (1) nature of the disciplinary action;
- (2) specific reasons for the action;
- (3) effective date of the action;
- (4) statement of the manager's right to request an opportunity to hear an explanation of the evidence against him/her, and to present his/her side of the story while still in pay status, and notice that this right expires at the end of the next scheduled day of work after the notice of discharge is delivered unless the manager and the Appointing Authority agree otherwise; if the manager was not in pay status at the time of the notice, the requirement to be in pay status does not apply;
- (5) statement of the manager's right to reply in writing to the Appointing Authority or designee their response to the disciplinary action regardless of whether the manager chooses to exercise his/her rights in (4) above; and
- (6) statement of the manager's right to appeal as provided in M.S. 43A.33, subdivision 3 and the Dispute Resolution Procedure provided in Chapter 12.

A copy of the notice and the manager's written reply, if any, shall be filed by the Appointing Authority with the Commissioner of Minnesota Management & Budget within 10 calendar days of effective date of discipline.

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

Personnel Records. A manager disciplined under the provisions of this Chapter may submit a written statement regarding the disciplinary action which will be placed in the manager's personnel record. At the request of the manager, a written reprimand or written record of a suspension of ten days or less (or equivalent deduction from vacation) shall be removed from the manager's personnel record provided that no further disciplinary action has been taken against the manager for a period of two years following the date of the written reprimand or three years following the date of the suspension or deduction from vacation.

Application. This Chapter covers resolution of disputes concerning interpretation and application of the Managerial Plan, disciplinary action as defined in Chapter 11, and non-certification of probationary managers. If a manager/former manager pursues an appeal under M.S. 197.46 (or other applicable Veterans Preference law), the manager/former manager is precluded from making an appeal under this dispute resolution process.

Representation. A manager may elect to be represented at their own expense at any step of the Dispute Resolution Procedure.

Non-Disciplinary Issues. The Appointing Authority shall adopt procedures for resolution of disputes concerning interpretations and applications for which the Appointing Authority has discretion under this Plan. Decisions reached through such procedures are not appealable to the Commissioner of Minnesota Management & Budget. Disputes concerning other interpretations and applications of the Managerial Plan, including the computation of seniority, but excluding disciplinary action, are appealable only through Step 3a of the Dispute Resolution Procedure below.

Non-Certification. Failure to attain permanent status is not appealable through the Dispute Resolution Procedure below. However, when an Appointing Authority does not certify a manager on an initial or subsequent probationary period, the manager shall have the right to a meeting with the Appointing Authority or designee to discuss the non-certification decision. Managers serving a subsequent probationary period may have return rights as described in Chapter 7.

Disciplinary Appeals, Other Than Discharge.

Managers are encouraged to use the Dispute Resolution Procedure through Step 3a below while appealing under the provisions of M.S. 43A.33, subdivisions 3.

Oral Reprimands. Oral reprimands are not appealable.

Written Reprimands. Written reprimands may be appealed only through Step 2 of the Dispute Resolution Procedure below.

Suspension (paid or unpaid), Vacation Donation in Lieu of Suspension, Demotion.

Managers may appeal paid and unpaid suspensions, vacation donations in lieu of suspension and demotions through Step 4b of the Dispute Resolution Procedure.

Discharge. Managers with permanent status may appeal a discharge under the provisions of M.S. 43A.33, subdivision 3, described in Step 3b below. Managers are encouraged to use the Dispute Resolution Procedure through Step 3a below while appealing under the provisions of M.S. 43A.33, subdivision 3.

Dispute Resolution Procedure. Disputes shall be resolved in accord with the following steps; however, at any step the parties may mutually agree to attempt to resolve the dispute through mediation.

Step 1: Within 14 calendar days after the manager should have had knowledge of the event, the manager shall present to his/her supervisor in writing the nature of the dispute, the facts upon which it is based, and the remedy requested. Within seven days, the supervisor shall give a written answer to the manager. If the dispute has not been resolved satisfactorily, the manager may appeal in writing, within 10 calendar days after the date of the supervisor's response, to the Appointing Authority or his/her designee.

Step 2: The Appointing Authority or his/her designee shall meet with the manager within seven calendar days following an appeal from Step 1 and shall give the manager a written answer within 14 calendar days following their meeting.

Step 3a: The manager may appeal the decision of the Appointing Authority or his/her designee in writing to the Commissioner of Minnesota Management & Budget within seven calendar days after the Appointing Authority or designee has given an answer. The Commissioner of Minnesota Management & Budget shall consider the information presented by the manager and the Appointing Authority and shall make a decision within 14 calendar days. The Commissioner of Minnesota Management & Budget may decide to hold a hearing to discuss the dispute. The Commissioner of Minnesota Management & Budget shall have final authority to decide whether the Appointing Authority shall settle the dispute prior to the hearing provided under Step 3b below.

Step 3b: A permanent status manager may appeal an unpaid suspension, demotion (other than one resulting from non-certification) or discharge at any step of the Dispute Resolution Procedure to the Bureau of Mediation Services as provided under M.S. 43A.33, subdivision 3 (see Appendix G).

Time Limits. If a dispute is not presented within the time limit set forth in any of the steps above, it shall be considered waived. If a dispute is not appealed to the next step within the time limit specified, it shall be considered to be resolved on the basis of the last answer. If no response is made within a specified time limit, the manager may elect to treat the dispute as denied at that step and may appeal to the next step. Time limits on each step may be extended only by mutual written agreement of the parties involved.

Authorization of Payment. Any resolution of a dispute that results in a payment to a manager must be approved by the Commissioner of Minnesota Management & Budget as provided in M.S. 43A.04, subdivision 6.

Section 1. Manager Group Insurance Program (SEGIP). During the life of this Plan, the Employer shall provide a Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this Chapter.

All insurance eligible managers will be provided with a Summary Plan Description (SPD) called "Your Employee Benefits". Such SPD shall be provided no less than biennially and prior to the beginning of the insurance year. New insurance eligible managers shall receive a SPD within thirty (30) days of their date of eligibility.

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

- A. **Managers - Basic Eligibility.** Managers may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: emergency, or temporary, or intermittent managers.
- B. **Managers - Special Eligibility.** The following managers are also eligible to participate in the Group Insurance Program:
1. **Managers with a Work-related Injury/Disability.** A manager who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such a manager receives workers' compensation payments or while the workers' compensation claim is pending.
 2. **Totally Disabled Managers.** Consistent with M.S. 62A.148, certain totally disabled managers may continue to participate in the Group Insurance Program.
 3. **Retired Managers.** A manager who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

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

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

2. **Children and Grandchildren.** An eligible manager's unmarried dependent children and unmarried dependent grandchildren: (1) through age eighteen (18); or (2) through age twenty-four (24) if the child or grandchild is a full-time student at an accredited educational institution; or (3) a handicapped child or grandchild, regardless of age or marital status, who is incapable of self-sustaining employment by reason of developmental cognitive disability, mental illness or physical disability and is chiefly dependent on the manager for support. The handicapped dependent shall be eligible for coverage as long as s/he continues to be handicapped and dependent, unless coverage terminates under the contract. Children or grandchildren who become handicapped after they are no longer eligible dependents under (1) and (2) above may not be considered eligible dependents unless they are continuing coverage as a dependent through the manager's prior Employer.

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

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

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

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

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

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

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

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

B. **Partial Employer Contribution - Basic Eligibility.** The following managers covered by this Plan receive the full Employer Contribution for basic life coverage, and at the manager's option, a partial Employer Contribution for health and dental coverages. The partial Employer Contribution for health and dental coverages is seventy-five (75) percent of the full Employer Contribution for both employee only and dependent coverage.

1. **Part-time Managers.** Managers who hold part-time, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.
2. **Seasonal Managers.** Seasonal managers who are scheduled to work at least 1044 hours over a period of any twelve (12) consecutive months.

C. **Special Eligibility.** The following managers also receive an Employer Contribution:

1. **Managers on Layoff.** A classified manager who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been permanently laid off, remains eligible for an Employer Contribution and all other benefits provided under this Chapter for an extended benefit eligibility period of six (6) months from the date of layoff. In no event shall the Employer Contribution continue beyond the date at which the manager reaches the age of 65.

The calculation in determining the six (6) month duration of eligibility for an employer contribution begins on the date the manager is permanently laid off and is no longer actively employed by the Employer. In the event the manager, while on permanent layoff, is rehired to any state job classification, the manager shall continue to receive the employer contribution toward the six (6) months of employer-paid insurance.

However, notwithstanding the paragraph above, in the event the manager successfully claims another state job in any agency and classification which is insurance eligible without a break in service, and is subsequently non-certified or involuntarily separated, the six (6) month duration for the employer contribution toward insurance benefits will begin at the time the manager is non-certified or otherwise involuntarily separated and is no longer actively employed by the Employer.

2. **Work-related Injury/Disability.** A manager 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 a manager receives workers' compensation payments. If such manager ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Chapter 6, s/he shall be eligible for an Employer Contribution during that leave.

D. **Maintaining Eligibility for Employer Contribution.**

1. **General.** A manager who receives a full or partial Employer Contribution maintains that eligibility as long as the manager meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one full working day during each payroll period. This requirement does not apply to managers who receive an Employer Contribution while on layoff as described in Section 3C1, or while eligible for workers' compensation payments as described in Section 3C2.
2. **Unpaid Leave of Absence.** If a manager is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the manager on a State payroll for one (1) working day per pay period.
3. **School Year Employment.** If a manager is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the manager shall nonetheless remain eligible for an Employer Contribution, provided that the manager appears on the regular payroll for at least one working day in the payroll period immediately preceding such absences.
4. A manager who is on an approved FMLA leave or on a salary savings leave as provided elsewhere in this plan maintains eligibility for an Employer contribution.

Section 4. Amount of Employer Contribution. For managers eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2010. The Employer Contribution amounts and rules in effect on June 30, 2009 will continue through December 31, 2009.

A. **Contribution Formula - Health Coverage.**

1. **Manager Coverage.** For manager health coverage, the Employer contributes an amount equal to one hundred (100) percent of the manager-only premium of the Minnesota Advantage Health Plan (Advantage).
2. **Dependent Coverage.** For dependent health coverage for the 2010 and 2011 plan years, the Employer contributes an amount equal to the lesser of eighty five (85) percent of the dependent premium of Advantage.

B. **Contribution Formula - Dental Coverage.**

1. **Manager Coverage.** For manager dental coverage, the Employer contributes an amount equal to the lesser of ninety (90) percent of the manager premium of the State Dental Plan, or the actual manager premium of the dental plan chosen by the manager. However, for calendar years beginning January 1, 2010, and January 1, 2011, the minimum manager contribution shall be five dollars (\$5.00) per month.
2. **Dependent Coverage.** For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the manager.

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

- D. **Contribution Formula – Employer Costs.** The Employer contribution for the State Employee Group Insurance Program provided by the Employer for the 2008-2009 insurance years must not exceed in either year the amount the Employer paid for insurance in calendar year 2007 in the event the terms and conditions for the 2008-2009 SEGIP are not established in time for the 2008 insurance year open enrollment. The 2007 State plan design would remain in force until a new plan design is approved.

Section 5. Coverage Changes and Effective Dates.

A. When Coverage May Be Chosen.

1. **Newly Hired Managers.** A manager hired into an insurance eligible position must make his/her benefit elections by their initial effective date of coverage as defined in this Chapter, Section 5C. Insurance eligible managers will automatically be enrolled in basic life coverage. If managers eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the manager's residence at the beginning of the insurance year.
2. **Eligibility Changes.** Managers who become eligible for a full employer contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If managers do not choose a health plan administrator and a primary care clinic within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the manager's residence at the beginning of the insurance year.

If managers who become eligible for a partial Employer Contribution choose to enroll in insurance, they must do so within thirty (30) days of becoming eligible or during open enrollment.

A manager may change his/her health or dental plan if the manager changes to a new permanent work or residence location, and the manager's current plan is no longer available. If the manager has family coverage and if the new residence location is outside of the current plan's service area, the manager shall be permitted to switch to a new plan administrator and new Benefit Level within thirty (30) days of the residence location change. The election change must be due to and correspond with the change in status.

A manager who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year may change his/her health or dental plan within thirty (30) calendar days of the date of the relocation under the same provisions accorded during the last open enrollment period. A manager or retired manager may also change health or dental plans in any other situation in which the Employer is required by the applicable federal or state law to allow a plan change.

B. When Coverage May be Changed or Cancelled.

1. **Changes Due to a Life Event.** After the initial enrollment period and outside of any open enrollment period, a manager may elect to change health or dental coverage (including adding or canceling coverage) and any applicable manager contributions in the following situations (as long as allowed under the applicable provisions, regulations, and rules of the federal and state law in effect at the beginning of the plan year).

The request to change coverage must be consistent with a change in status that qualifies as a life event, and does not include changing health or dental plans, which may only be done under the terms of Section 5A above. Any election to add coverage must be made within thirty (30) days following the event, and any election to cancel coverage must be made within sixty (60) days following the event. (A manager and a retired manager may add dependent health or dental coverage following the birth of a child or dependent grandchild, or following the adoption of a child, without regard to the thirty (30) day limit.) These life events (for both managers and retired managers) are:

- a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.
- b. A change in number of dependents, including birth, death, adoption, and placement for adoption.
- c. A change in employment status of the manager, or the manager's or retired manager's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salaried) of the manager, the manager's or retired manager's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.
- d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, marital status, or other similar circumstances.
- e. A change in the place of residence of the manager, retired manager or their spouse or dependent.
- f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).
- g. Family Medical Leave Act (FMLA) leave.
- h. Judgments, decrees or orders.
- i. A change in coverage of a spouse or dependent under another Employer's plan.
- j. Open enrollment under the plan another Employer.
- k. Health Insurance and Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.
- l. A COBRA-qualifying event.
- m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).
- n. Entitlement to Medicare or Medicaid.
- o. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.

2. **Canceling Dependent Coverage During Open Enrollment.** In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).
3. **Canceling Manager Coverage.** A part-time manager may also cancel manager coverage within sixty (60) days of when one of the life events set forth above occurs.
4. **Effective Date of Benefit Termination.** Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible manager or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible manager status.

C. **Effective Date of Coverage.**

1. **Initial Effective Date.** The initial effective date of coverage under the Group Insurance Program is the thirty-fifth (35th) day following the manager's first day of employment, re-hire, or reinstatement with the State. The initial effective date of coverage for a manager whose eligibility has changed is the date of the change. A manager must be actively at work on the initial effective date of coverage, except that a manager who is on paid leave on the date State-paid life insurance benefits increase is also entitled to the increased life insurance coverage. In no event shall a manager's dependent's coverage become effective before the manager's coverage.

If a manager is not actively at work due to manager or dependent health status or medical disability, medical and dental coverage will still take effect. (Life and disability coverage will be delayed until the manager returns to work.)

2. **Delay in Coverage Effective Date.**

- a. **Basic Life.** If a manager is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the manager's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, a manager is on an unpaid leave of absence or layoff.
- b. **Medical and Dental.** If a manager is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the manager or dependent, medical and dental coverage will be effective on the first day of the manager's return to work.

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

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

D. **Open Enrollment.**

1. **Frequency and Duration.** There shall be an open enrollment period for health coverage in each year of this Plan, and for dental coverage in the first year of this Plan. Each year of the Agreement, all managers shall have the option to complete a Health Assessment. Open enrollment periods shall last a minimum of fourteen (14) calendar days in each year of this Plan. Open enrollment changes become effective on January 1 of each year of this Plan. Subject to a timely plan settlement, the Employer shall make open enrollment materials available to managers at least fourteen (14) days prior to the start of the open enrollment period.

Open enrollment may be suspended at the discretion of the Commissioner if, by October 15 of any insurance year, this Chapter or a negotiated insurance article has not been approved in accordance with M.S. 43A.18, Subd. 2.

2. **Eligibility to Participate.** A manager eligible to participate in the State Employee Group Insurance Program, as described in Section 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in Section 5E1 above, make certain changes: (1) a former manager or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active managers; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active managers, but may not add dependent coverage.
3. **Materials for Manager Choice.** Each year prior to open enrollment, the Appointing Authority will give eligible managers the information necessary to make open enrollment selections. Managers will be provided a statement of their current coverage each year of the plan.

- E. **Coverage Selection Prior to Retirement.** A manager who retires and is eligible to continue insurance coverage as a retired manager may change his/her health or dental plan during the sixty (60) calendar day period immediately preceding the date of retirement. The manager may not add dependent coverage during this period. The change takes effect on the first day of the month following the date of retirement.

Section 6. Basic Coverages.

A. **Manager and Dependent Health Coverage.**

1. **Minnesota Advantage Health Plan (Advantage).** The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.
2. **Coverage Under the Minnesota Advantage Health Plan.** From July 1, 2009 through December 31, 2009, health coverage under the SEGIP will continue at the level in effect on June 30, 2009. Effective January 1, 2010, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

- a. **Benefit Options.** Managers must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the manager.
- 1) **Plan Administrator.** Managers must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the manager.
 - 2) **Benefit Level.** The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Managers and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Managers and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
 - 3) **Primary Care Clinic.** Managers and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the manager. Managers and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.
 - 4) **Advantage Benefit Chart for Services Incurred During Plan Years 2010 and 2011.**

<u>2010 and 2011 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Deductible for all services except drugs and preventive care (S/F)	\$50/\$100	\$140/\$280	\$350/\$700	\$600/\$1,200
Office visit/urgent care copay (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) \$17 2) \$22	1) \$22 2) \$27	1) \$27 2) \$32	1) \$37 2) \$42
Convenience Clinic (deductible waived)	\$10	\$10	\$10	\$10

<u>2010 and 2011 Benefit Provision</u>	<u>Benefit Level 1 The member pays:</u>	<u>Benefit Level 2 The member pays:</u>	<u>Benefit Level 3 The member pays:</u>	<u>Benefit Level 4 The member pays:</u>
Emergency room copay	\$75	\$75	\$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays <ul style="list-style-type: none"> Per inpatient admission (waived for admission to Center of Excellence) Per outpatient surgery 	\$85 \$55	\$180 \$110	\$450 \$220	N/A – subject to Deductible and 25% Coinsurance to OOP maximum N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	5%	10%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for services <u>NOT</u> subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36	Tier 1: \$10 Tier 2: \$16 Tier 3: \$36
Maximum drug out-of-pocket limit (S/F)	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600	\$800/\$1,600
Maximum non-drug out-of-pocket limit (S/F)	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200	\$1,100/\$2,200

- b. **Office Visit Copayments.** Each year of the Agreement, the level of the office visit copayment applicable to a manager and dependents is based upon whether the manager has completed the on-line Health Assessment during open enrollment and has agreed to opt-in for health coaching.

- c. **Services received from, or authorized by, a primary care physician within the primary care clinic.** Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.
- d. **Services not requiring authorization by a primary care physician within the primary care clinic.**
- 1) **Eye Exams.** Limited to one (1) routine examination per year for which no copay applies.
 - 2) **Outpatient emergency and urgent center services within the service area.** The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgent center copay is the same as the primary care clinic office visit copay.
 - 3) **Emergency and urgently needed care outside the service area.** Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars (\$2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars (\$400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.
 - 4) **Ambulance.** The deductible and coinsurance for services not subject to copays applies.
- e. **Prescription drugs.**
- 1) **Copayments and annual out-of-pocket maximums.**
For each year of the contract:

Tier 1 copayment: Ten dollar (\$10) copayment per prescription or refill for a Tier 1 drug dispensed in a thirty (30) day supply.

Tier 2 copayment: Sixteen dollar (\$16) copayment per prescription or refill for a Tier 2 drug dispensed in a thirty (30) day supply.

Tier 3 copayment: Thirty-six dollar (\$36) copayment per prescription or refill for a Tier 3 drug dispensed in a thirty (30) day supply.

Out-of-pocket maximum: There is an annual maximum eligible out-of-pocket expense limit for prescription drugs of eight hundred dollars (\$800) per person or one thousand six hundred dollars (\$1,600) per family.

- 2) **Insulin**. Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.
 - 3) **Brand Name Drugs**. If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.
 - 4) **Special Coverage for “Grandfathered Diabetic Group”**. For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the “Grandfathered Diabetic Group”), diabetic supplies are covered as follows:
 - Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty (30) day supply or one hundred (100) units when purchased with insulin.
 - 5) **Special Coverage for Nicotine Replacement Therapies**. There will be no copayment for formulary nicotine replacement therapies for managers and dependents who take the Health Assessment, opt-in for coaching, and are engaged in a plan-sponsored smoking cessation program, or other program as documented by the health coach.
- f. **Special Service networks**. The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.
- 1) Mental health services – inpatient or outpatient.
 - 2) Chemical dependency services – inpatient and outpatient.
 - 3) Chiropractic services.
 - 4) Transplant coverage.
 - 5) Cardiac services.
 - 6) Home infusion therapy.
 - 7) Hospice.
- g. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage**. If these individuals use the plan administrator’s national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph “i” below. All terms and conditions outlined in the Summary of Benefits will apply.

- h. **Children living with an ex-spouse outside the service area of the manager's plan administrator.** Covered children living with former spouses outside the service area of the manager's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below.
 - i. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage.** (This category includes managers temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.
 - 1) **Deductible.** There is a three hundred fifty dollar (\$350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars (\$700).
 - 2) **Coinsurance.** After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.
 - j. **Lifetime maximums and non-prescription out-of-pocket maximums.** Coverage under Advantage is not subject to a per person lifetime maximum. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars (\$1,100) per person or two thousand two hundred dollars (\$2,200) per family.
 - k. **Convenience Clinics.** Services received at convenience clinics are subject to a ten dollar (\$10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e.)
3. During the 2010 plan year, the Employer shall offer a high deductible health plan as a voluntary alternative to the Minnesota Advantage Health Plan.
4. **Benefit Level Two Health Care Network Determination.** Issues regarding the health care networks for the 2011 insurance year shall be negotiated in accordance with the following procedures:
- a. At least twelve (12) weeks prior to the open enrollment period for the 2011 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

- b. If no agreement is reached within five (5) working days, the Employer and the Joint Labor/Management Committee on behalf of all of the exclusive representatives shall submit a list of providers/provider groups in dispute to a mutually agreed upon neutral expert in health care delivery systems for final and binding resolution. The only providers/provider groups that may be submitted for resolution by this process are those for which, since the list for the 2010 insurance year was established, Benefit Level Two access has changed, or those that are intended to address specific problems caused by a reduction in Benefit Level Two access.

Absent agreement on a neutral expert, the parties shall select an arbitrator from a list of five (5) arbitrators supplied by the Bureau of Mediation Services. The parties shall flip a coin to determine who strikes first. One-half (1/2) of the fees and expenses of the neutral shall be paid by the Employer and one-half (1/2) by the Exclusive Representatives. The parties shall select a neutral within five (5) working days after no agreement is reached, and a hearing shall be held within fourteen (14) working days of the selection of the neutral.

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

5. **Coordination with Workers' Compensation.** When a manager has incurred an on-the-job injury or an on-the-job disability and has filed a claim for workers' compensation, medical costs connected with the injury or disability shall be paid by the manager's health plan, pursuant to M.S. 176.191, Subdivision 3.

6. **Health Promotion and Health Education.** Both parties to this Agreement recognize the value and importance of health promotion and health education programs. Such programs can assist managers and their dependents to maintain and enhance their health, and to make appropriate use of the health care system. To work toward these goals:

a. **Develop programs.**

- 1) The Employer will develop and implement health promotion and health education programs, subject to the availability of resources. Each Appointing Authority will develop a health promotion and health education program consistent with the Minnesota Management & Budget policy. Upon request of any exclusive representative in an agency, the Appointing Authority shall jointly meet and confer with the exclusive representative(s) and may include other interested exclusive representatives. Agenda items shall include but are not limited to smoking cessation, weight loss, stress management, health education/self-care, and education on related benefits provided through the health plan administrators serving state managers.
- 2) The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Chapter.

b. **Health plan specification.** The Employer will require health plans participating in the Group Insurance Program to develop and implement health promotion and health education programs for State managers and their dependents.

- c. **Manager participation.** The Employer will assist managers' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the manager's absence and the availability of funds. Managers are eligible for release time, tuition reimbursement, or a pro rata combination of both. Managers may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Managers may be granted release time, including the travel time, in lieu of reimbursement.
 - d. **Health Promotion Incentives.** The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for managers who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.
7. **Post Retirement Health Care Benefit.** Managers who retire on or after January 1, 2008, shall be entitled to a contribution of two hundred fifty dollars (\$250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan, if at the time of retirement the manager is entitled to an annuity under a State retirement program. A manager who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar (\$250) contribution to the MSRS Health Care Savings Plan. Managers are eligible for this benefit only once.

B. Manager and Family Dental Coverage.

- 1. **Coverage Options.** Eligible managers may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans.
- 2. **Coverage Under the State Dental Plan.** The State Dental Plan will provide the following coverage:
 - a. **Copayments.** Effective January 1, 2010, the State Dental Plan will cover allowable charges for the following services subject to the copayments and coverage limits stated. Higher out-of-pocket costs apply to services obtained from dental care providers not in the State Dental Plan network. Services provided through the State Dental Plan are subject to the State Dental Plan's managed care procedures and principles, including standards of dental necessity and appropriate practice. The plan shall cover general cleaning two (2) times per plan year and special cleanings (root or deep cleaning) as prescribed by the dentist.

<u>Service</u>	<u>In-Network</u>	<u>Out-of-Network</u>
Diagnostic/Preventive	100%	50% after deductible
Fillings	60% after deductible	50% after deductible
Endodontics	60% after deductible	50% after deductible
Periodontics	60% after deductible	50% after deductible
Oral Surgery	60% after deductible	50% after deductible
Crowns	60% after deductible	50% after deductible
Prosthetics	50% after deductible	50% after deductible
Prosthetic Repairs	50% after deductible	50% after deductible
Orthodontics*	50% after deductible	50% after deductible

*Please refer to your Certificate of Coverage for information regarding age limitation for dependent orthodontic care.

- b. **Deductible.** An annual deductible of fifty dollars (\$50) per person and one hundred fifty dollars (\$150) per family applies to State Dental Plan non-preventative services received from in-network providers. An annual deductible of one hundred twenty-five dollars (\$125) per person applies to State Dental Plan basic and special services received from out of network providers. The deductible must be satisfied before coverage begins.
- c. **Annual Maximums.** State Dental Plan coverage is subject to a one thousand dollar (\$1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.
- d. **Orthodontia Lifetime Maximum.** Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar (\$2,400) lifetime maximum benefit.

C. **Income Protection Plan.**

- 1. **Basic Managerial Life, Accidental Death and Dismemberment (AD&D) Coverage, and Disability Insurance.** The Employer agrees to provide and pay for the following coverage in either Plan A or Plan B for all managers eligible for a full or partial Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars (\$50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. A manager may decline coverage in excess of fifty thousand dollars (\$50,000) by filing a waiver in accord with Minnesota Management & Budget procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

Managers select coverage under either Plan A or Plan B below. Both plans provide employer paid life and AD&D coverage. Plan A also includes employer paid disability coverage.

Plan A: Employer paid life and AD&D coverage equal to one and one-half times annual salary and disability insurance with a one hundred and fifty (150) calendar day elimination period.

Managers may elect to purchase shorter elimination periods for disability insurance of thirty (30), sixty (60), ninety (90) or one hundred and twenty (120) days.

The disability benefit, after the elimination period, is sixty (60) percent of a manager's salary to a maximum of \$7,000/month.

Plan B: Employer paid life and AD&D coverage equal to two times annual salary.

Managers may elect to purchase disability insurance at the manager's own expense. Managers may elect to purchase shorter elimination periods of thirty (30), sixty (60), ninety (90), one hundred and twenty (120) or one hundred and fifty (150) days.

The disability benefit, after the elimination period, is sixty (60) percent of a manager's salary to a maximum of \$7,000/month.

Disability insurance elimination periods. Elimination periods can be changed once a year. The Group Benefits Plan brochure for the Managers Income Protection Plan contains information on when changes require evidence of insurability.

2. **Extended Benefits.** A manager who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Employees who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section 7. Optional Coverages.

A. Life Coverage.

1. **Manager.** A manager may purchase up to five hundred thousand dollars (\$500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new manager may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Chapter, Section 5C without evidence of insurability. A manager who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Chapter.
2. **Spouse.** A manager may purchase up to five hundred thousand dollars (\$500,000) life insurance coverage for his/her spouse, in increments established by the Employer, subject to satisfactory evidence of insurability. Upon initial appointment to state service, a new manager may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Chapter, Section 5C without evidence of insurability. A manager who becomes eligible for insurance may purchase either five thousand dollars (\$5,000) or ten thousand dollars (\$10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Chapter.
3. **Children/Grandchildren.** A manager may purchase life insurance in the amount of ten thousand dollars (\$10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Chapter). For a new manager, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Chapter, Section 5C. A manager who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Chapter. Child/grandchild coverage commences fourteen (14) calendar days after birth.
4. **Accelerated Life.** The additional manager, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.
5. **Waiver of Premium.** In the event a manager becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the manager had at the time of disability.

6. **Paid Up Life Policy.** At age sixty-five (65) or the date of retirement, a manager who has carried optional life insurance for the five (5) consecutive years immediately preceding the date of the manager's retirement or age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional manager life insurance in force during that five (5) year period. The manager's post-retirement death benefit shall be effective as of the date of the manager's retirement or the manager age sixty-five (65), whichever is later. Managers who retire prior to age sixty-five (65) must be immediately eligible to receive a state retirement annuity and must continue their optional manager life insurance to age sixty-five (65) in order to remain eligible for the manager post-retirement death benefit.

A manager who has carried optional spouse life insurance for the five (5) consecutive years immediately preceding the date of the manager's retirement or spouse age sixty-five (65), whichever is later, shall receive a post-retirement paid-up life insurance policy in an amount equal to fifteen (15) percent of the smallest amount of optional spouse life insurance in force during that five (5) year period. The spouse post-retirement death benefit shall be effective as of the date of the manager's retirement or spouse age sixty-five (65), whichever is later. The manager must continue the full amount of optional spouse life insurance to the date of the manager's retirement or spouse age sixty-five (65), whichever is later, in order to remain eligible for the spouse post-retirement death benefit.

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

B. Disability Coverage.

1. **Short-term Disability Coverage.** An employee who carries short-term disability and is promoted to a managerial position may continue the coverage in force at that time. The manager may decrease or cancel the coverage, but may not increase the coverage.
2. **Long-term Disability Coverage.** An employee who is promoted to a managerial position is eligible for long-term disability coverage only through the Income Protection Plan.

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

- D. Continuation of Optional Coverages During Unpaid Leave or Layoff.** A manager who takes an unpaid leave of absence or who is laid off may discontinue premium payments on short-term disability and optional employee, spouse and child life policies during the period of leave or layoff. If the manager returns within one (1) year, the manager shall be permitted to pick up all optionals held prior to the leave or layoff.

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

Salary Ranges. Each classified position is assigned, and each unclassified position is compared, to a specific job class at the time a position is established. Each class, except those for which a salary rate or range is established by law, shall be assigned to a salary range as indicated in Appendices E and F. The Commissioner of Minnesota Management & Budget may reassign or recompare positions to different classes and may reassign classes to different salary ranges.

The salary ranges in Appendix F are effective July 1, 2009 through June 30, 2011.

Salary Rates and Limits. The salary rate for each manager shall be set by the Appointing Authority within the limits of the salary range to which the manager's class is assigned, subject to the limitations of Personnel Rule 3900.2100 and this Chapter. . A manager's salary rate may not exceed the range maximum except as provided in this Chapter or by law. The actual salary established by the Governor for an agency head listed in M.S. 15A.0815 shall serve as the upper limit of compensation for all managers in that agency. A manager's total annual salary, as defined in M.S. 43A.17, subdivision 1, may not exceed the upper limit of compensation. The Commissioner of Minnesota Management & Budget may grant an exemption not to exceed the manager's salary range maximum or 120% of the agency head's salary whichever is less as provided by M.S. 43A.17, subdivision 3, or an exemption in accord with M.S. 43A.17, subdivision 4.

Performance-Based Salary Increases. No performance-based salary increases shall be granted to managers during fiscal year 2010. Effective January 5, 2011, a manager who is in the plan on January 4, 2011, and whose current rate of pay does not equal or exceed the maximum of the salary range or does not equal or exceed the salary of their agency head, applicable to agencies listed in M.S. 15A.0815, is eligible for a performance-based salary increase. The increase shall be tied to performance standards or objectives. Such increase shall be in the form of an adjustment to the manager's base salary rate, not to exceed the salary range maximum. A manager may be granted one performance-based salary increase during fiscal year 2011 under this provision.

The aggregate increases granted to managers in the agency during fiscal year 2011 shall not exceed three and one-half percent (3.5%) of the aggregate salaries of eligible managers.

The Appointing Authority may withhold part or all of the salary increase because of performance, budget constraints, or to realign internal salary relationships. At the discretion of the Appointing Authority, salary increases may be delayed and, if granted, shall be effective no later than the beginning of the first full pay period in the following June.

Hiring Incentive. At the written request of the Appointing Authority and with the approval of the Commissioner of Minnesota Management & Budget, an agency may offer a hiring incentive of up to \$5,000 to encourage a candidate to accept an appointment in a difficult to fill position where an incentive is necessary to attract a qualified individual. Current state managers are not eligible to receive a hiring incentive. The Appointing Authority shall determine the amount of the incentive, not to exceed \$5,000, and the timing of incentive payments and communicate them to the candidate in writing prior to the appointment. However, no incentive payment may be granted before six months or later than 24 months of continuous satisfactory employment in the hiring agency.

Achievement Awards and Other Incentive Plans. Each Appointing Authority may adopt a formal plan for the administration of lump sum payment programs for managers covered by this Plan. The plan may include, but is not limited to:

- achievement award programs;
- gain-sharing plans;
- productivity incentive plans;
- recognition awards; and
- project bonuses.

Expenditures for such programs are at the discretion of the Appointing Authority and subject to the availability of funds. All expenditures shall be in the form of lump sum payments of no more than \$2000 per individual per fiscal year and shall not be incurred as a continuing obligation. The total expenditure for these programs in each fiscal year is limited to no more than \$500 times the number of eligible managers actively employed or on leave and vacancies the Appointing Authority is actively trying to fill on July 1 of the fiscal year. In agencies with three or fewer eligible managers, the total expenditure is limited to no more than \$2,000 in each fiscal year. Payments made under this section shall be effective no later than the last full payroll period in June.

Salary on Class Change. Movement between classes is defined as a promotion, transfer, or demotion in accord with Administrative Procedure 15.6.

Salary on Promotion. Upon promotion, a manager shall receive a rate of pay within the salary range for the new class. An Appointing Authority may grant a salary increase of up to 10% or to the first quartile of the new salary range, whichever is greater unless there is specific approval with written findings for a higher rate approved by the Commissioner of Minnesota Management & Budget. No promotional increase shall be granted which would place a manager's rate of pay above the salary range maximum.

Salary on Transfer. A manager's salary rate shall not be changed upon transfer, except for any increase required to pay the manager at the minimum of the new range or unless the manager voluntarily chooses to accept a lower rate of pay.

Salary on Voluntary Demotion or Demotion in Lieu of Layoff. Upon demotion, a manager's current rate of pay shall remain the same if the rate falls within the new salary range unless the manager voluntarily chooses to accept a lower rate of pay. If the current rate of pay exceeds the maximum of the new range, it shall be reduced to the maximum of the new range unless the Commissioner of Minnesota Management & Budget approves a request from the Appointing Authority to pay a rate which exceeds the maximum under the provisions of M.S. 43A.17, subdivision 5. Eligibility for future salary increases shall be in accordance with the General Salary Increase and Performance-Based Salary Increase provisions of this Chapter.

Salary on Demotion for Cause. Upon demotion, a manager shall receive a salary rate within the range for the class to which the manager is demoted.

Salary on Reallocation.

- **Reallocation Promotion** - If a manager's position is reallocated in accord with M.S. 43A.15, subdivision 5, to a class which is considered a promotion as defined in Administrative Procedure 15.6, the salary shall be set in accordance with "Salary on Promotion" above. Any increase shall be effective 15 calendar days after receipt in Minnesota Management & Budget (or an agency human resource office with classification delegation of authority) of a request determined by Minnesota Management & Budget (or the delegated authority) to be properly documented and shall continue from that date until the effective date of the appointment. This paragraph does not apply to reallocations resulting from a classification study which includes some or all positions in a class or class series. The Commissioner of Minnesota Management & Budget shall determine when such payment is appropriate. The provisions of this paragraph shall also apply to the incumbents of unclassified positions which are reclassified to higher classes.

- **Reallocation Transfer** - If a manager's position is reallocated to a class which is considered a transfer as defined in Administrative Procedure 15.6, the salary shall be set in accordance with "Salary on Transfer" above. Managers whose rates of pay exceed the maximum of the salary range may be eligible for General Salary Increases in both fiscal years of the biennium. Managers whose rate of pay does not equal or exceed the maximum of the salary range may be eligible for Performance-Based Salary Increases as provided in this Chapter.
- **Reallocation Demotion** - If a manager's position is reallocated to a class which is considered a demotion as defined in Administrative Procedure 15.6, the manager's current rate of pay shall remain the same even if the salary rate exceeds the maximum of the range. A manager whose salary is over the maximum of the salary range as a result of reallocation shall not retain the amount over maximum if the manager subsequently moves to a new classification. Managers whose rates of pay exceed the maximum of the salary range may be eligible for General Salary Increases in both fiscal years of the biennium. Managers whose rate of pay does not equal or exceed the maximum of the salary range may be eligible for Performance-Based Salary Increases as provided in this Chapter. Demotions as a result of a recomparison of an unclassified position to a lower class as a result of a gradual change in duties shall be treated the same as classified managers.

Return During Probationary Period - A manager who does not achieve permanent status and returns to his/her former classification, shall have his/her salary restored to the same rate of pay the manager was receiving prior to moving into the new position.

Salary on Salary Range Reassignment. Managers in classifications reassigned upward by one or more salary ranges shall be eligible for salary increases effective with the date of the reassignment. The amount of the salary increase shall be determined by the Appointing Authority but shall not exceed ten percent (10%) or the percentage difference between the maximum of the previous salary range and the maximum of the new salary range, whichever is less, or an amount to place the manager's salary at the new salary range minimum rate. The new rate of pay shall not exceed the new salary range maximum.

Managers in classifications reassigned downward by one or more salary ranges will retain their current rate of pay.

Salary on Return From Leave of Absence. A manager returning from an unpaid leave of absence shall return to the same rate of pay he/she had been receiving at the time the leave commenced or at a higher rate with the approval of the Commissioner of Minnesota Management & Budget.

Salary on Failure to Attain Permanent Status. If a probationary manager fails to attain permanent status in a new class and is returned to his/her former class or a comparable class, the manager's rate of pay shall be adjusted to the rate s/he would be earning had s/he remained in the former class.

Work Out of Class Pay. If a manager is assigned in accord with the Administrative Procedure to perform substantially all of the duties of a temporarily unoccupied position assigned to a class which is a promotion and the assignment exceeds 10 consecutive work days, the manager shall receive a salary increase for the assignment in accord with the provisions of "Salary on Promotion" above. A manager working out of class in a class which is a transfer or demotion shall receive no salary adjustment.

Severance Pay. A manager shall be entitled to severance pay immediately following separation from the State service by reason of:

- retirement following 10 or more years of continuous State employment with immediate entitlement at the time of retirement to an annuity under a State retirement program;
- death;
- layoff other than seasonal;
- separation other than discharge following 20 or more years of continuous State employment;
- separation other than discharge following 10 or more years of continuous State employment in managerial positions; or
- separation other than discharge following 5 or more years of continuous State employment as a manager in the unclassified service.

Severance pay shall be a sum equal to the manager's regular rate of pay at the time of separation multiplied by 35% of the manager's accumulated but unused sick leave.

The Appointing Authority shall pay the severance described above to an individual Minnesota State Retirement System Health Care Savings Plan, for any manager who separates from State employment with 10 or more years of continuous State service and who is eligible to receive severance pay for reasons other than layoff and death. In the case of layoff or death, severance shall be paid in cash. Managers receiving severance pay who do not qualify for payment to a Health Care Savings Plan or whose severance and vacation payout combined totals less than \$200 may choose to:

- be paid in a lump sum at the time of eligible separation;
- arrange for a one-time deferred compensation or tax-sheltered annuity deduction, provided the manager satisfies all requirements of the administrator of the deferred compensation plan or tax-sheltered annuity; or
- a combination of both.

For budget reasons, an Appointing Authority may elect to distribute the severance payment, whether paid to the manager or to a Health Care Savings Plan, over a period of up to two years from the date of separation. If the manager dies before all of the severance pay has been disbursed, the balance due shall be paid to a named beneficiary, if any, or to the manager's estate.

Should any manager who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be based on only the hours accrued since reappointment.

Managers who have been laid off and received severance pay and are reappointed to State service are eligible for additional severance only if they meet the continuous State service requirement.

Managers who have received severance as a result of continuous State service and are reappointed to State service are eligible for additional severance upon separation.

Health and Dental Premium Account. The Employer provides insurance eligible managers with the option to pay for the manager's portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Medical/Dental Expense Account. The Employer agrees to allow insurance eligible managers 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, up to a maximum expenditure of \$5,000 per calendar year.

Deferred Compensation. Each fiscal year, the Employer may provide a State-paid contribution to the State deferred compensation program as permitted by M.S. 356.24, subd. 1, paragraph 4 for each manager. The State-paid contribution shall be in an amount matching the manager's contributions on a dollar for dollar basis, not to exceed \$300 per manager.

Once each fiscal year, managers may receive either this contribution or the conversion of vacation to deferred compensation as provided in Chapter 4. Managers are eligible to receive vacation conversion to deferred compensation only if they have completed six months of continuous service in this Plan or any combination of service in the Managerial Plan, Commissioner's Plan or qualifying service in the Middle Management Association equaling at least six (6) months of combined continuous service and meet the other requirements as stated in Chapter 4.

Managers must submit the appropriate forms to their Appointing Authority payroll office by June 5th of each fiscal year.

Appointing Authorities may deny requests or limit the amount of vacation hours converted on an agency-wide basis for the entire agency for the State paid contribution or the vacation conversion provided in Chapter 4 due to budget restrictions.

Pilot Compensation Programs. The Commissioner of Minnesota Management & Budget may implement a pilot program for managerial compensation. The pilot program may modify or replace portions of the Salary Administration Chapter as long as salary increases granted under the pilot do not exceed the cost of increases that would have been granted under the existing Salary Administration provisions.

Dependent Care Expense Account. The Employer provides insurance eligible managers with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

Transit Expense Account. The Employer provides managers with the option to participate in a program to pay work-related parking and transit expenses on a pre-tax basis.

Health Care Savings Plan. All managers shall contribute 1% of their gross earnings subject to retirement into a personal Health Care Savings Plan account with the Minnesota State Retirement System each pay period.

General. The Appointing Authority may authorize payment of travel and other expenses and reimbursement of special expenses for managers in accord with the provisions of this Chapter, Chapter 8, and Administrative Procedure 4.4 for the effective conduct of the State's business. Such authorization must be granted prior to incurring the actual expenses.

Privately-Owned Vehicles and Aircraft. A manager shall be reimbursed for the use of privately-owned vehicles and aircraft under the situations and at the rates specified below. In all cases, mileage must be on the most direct route according to Department of Transportation records.

<u>Situation</u>	<u>Rate Per Mile</u>
<ul style="list-style-type: none"> • Use of personal automobile when a State-owned vehicle is not available. 	Federal IRS mileage reimbursement rate
<ul style="list-style-type: none"> • Use of personal automobile when a State-owned vehicle is available and declined by the manager. 	Federal IRS mileage reimbursement rate less \$0.07
<ul style="list-style-type: none"> • Use of personal van or van-type vehicle specially equipped with a ramp, lift, or other level-changing device designed to provide wheelchair access. 	Federal IRS mileage reimbursement rate plus \$0.09
<ul style="list-style-type: none"> • Use of personal aircraft provided that the manager can demonstrate adequate liability coverage under the requirements of M.S. 360.59, subdivision 10, and the Appointing Authority has granted approval for the use of the aircraft. 	Federal IRS mileage reimbursement rate

In addition to mileage, actual parking fees and toll charges shall be reimbursed. At the sole discretion of the Appointing Authority, managers who normally are not required to travel on state business may be reimbursed for parking at their work location on an incidental basis when they are required to use their personal or a state vehicle for state business and no free parking is provided.

Managers shall not receive mileage reimbursement for commuting between a permanent work location and their home. For each position, the Appointing Authority may designate no more than two permanent work locations, which must be within 35 miles of each other. For purposes of expense reimbursement for trips to temporary work locations, the Appointing Authority shall designate one of the two permanent work locations as the primary location. The Appointing Authority must provide advance written notice of the two locations and the primary location to anyone being appointed to such a position.

When a manager does not report to the permanent work location during the day or makes business calls before or after reporting to the permanent work location, the allowable mileage is: (1) the lesser of the mileage from the manager's residence to the first stop or from his/her permanent work location to the first stop, (2) all mileage between points visited on State business during the day, and (3) the lesser of the mileage from the last stop to the manager's residence or from the last stop to his/her permanent work location.

Managers accepting mobility assignments, as defined in Administrative Procedure 1.1, are not eligible for mileage reimbursement for the trip between their home and the mobility assignment.

Other Travel Expenses. Upon approval of the Appointing Authority, managers in travel status may be reimbursed for expenses described below in the amounts actually incurred not to exceed any maximum amounts specified below.

Where anticipated expenses total at least \$50.00, the Appointing Authority shall advance the manager the amount of the anticipated expenses upon the manager's request made a reasonable period of time prior to the travel date. If the amount advanced exceeds the actual expenses, the manager shall return the excess within two weeks of return from travel. The Appointing Authority may issue the manager a state-owned credit card in lieu of a travel advance.

Reimbursable expenses may include, but are not limited to, the following:

- Commercial transportation (air, taxi, rental car, etc.) provided that no air transportation shall be by first class unless authorized by an Appointing Authority; and that reimbursement for travel which includes more than one destination visited for State purposes and non-State purposes be in an amount equal to the cost of the air fare only to those destinations visited for State purposes.
- Meals including tax and a reasonable gratuity. Managers shall be reimbursed for meals under the following conditions:
 1. **Breakfast.** Breakfast reimbursements may be claimed if the manager leaves home before 6:00 a.m. or is away from home overnight.
 2. **Lunch.** Lunch reimbursements may be claimed if the manager is in travel status more than 35 miles away from his/her normal office or is away from home overnight.
 3. **Dinner.** Dinner reimbursements may be claimed if the manager cannot return home until after 7:00 p.m. or is away from home overnight.
 4. **Reimbursement Amount.** Except for the metropolitan areas listed below, the maximum reimbursement for meals including tax and gratuity shall be:

Breakfast	\$7.00
Lunch	\$9.00
Dinner	\$15.00

For the following metropolitan areas the maximum reimbursement shall be:

Breakfast	\$10.00
Lunch	\$12.00
Dinner	\$20.00

The metropolitan areas are:

Atlanta	Detroit	New York City
Baltimore	Hartford	Philadelphia
Boston	Houston	Portland, Oregon
Chicago	Kansas City	St. Louis
Cleveland	Los Angeles	San Diego
Dallas	Miami	San Francisco
Denver	New Orleans	Seattle
		Washington D.C.

See Appendix H for details related to the boundaries of the above-mentioned metropolitan areas. The higher meal reimbursement rates also include any location outside the 48 contiguous United States.

Managers who are in travel status for two or more consecutive meals shall be reimbursed for the actual costs of the meals including tax and a reasonable gratuity, up to the combined maximum amount for the reimbursable meals.

- Hotel and motel accommodations provided that managers exercise good judgment in incurring lodging costs and that charges are reasonable and consistent with the facilities available.
- All work-related long distance telephone calls provided that the manager does not have a State telephone credit card or is unable to bill the call to the office telephone number.
- Actual, personal telephone call charges. The maximum reimbursement for each trip shall be the result of multiplying the number of nights away from home up to \$3.00.
- Reasonable costs of dry cleaning and laundry services, not to exceed \$16.00 each week after the first week a manager is in continued travel status.
- Reasonable costs and gratuities for baggage handling.
- Parking fees and toll charges.

Receipts. The Appointing Authority may require receipts for any reimbursement requested by a manager under the provisions of this or any other chapter in this Plan.

General Eligibility. A manager may be reimbursed for relocation expenses only if the manager obtains prior authorization from the Appointing Authority before incurring any reimbursable expenses and only if the manager completes the change of residence within twelve months of the date of appointment or reassignment. The Appointing Authority may approve time extensions in individual situations.

The Appointing Authority and the manager are expected to reach a clear understanding of the relocation expense reimbursement available to the manager before the manager incurs any expenses. The Appointing Authority and the manager shall meet once every 30 calendar days in order to review the manager's progress toward completion of the relocation process as well as actual and anticipated expense claims.

Mandatory Reimbursement. An Appointing Authority shall reimburse a manager for up to \$12,500 in relocation expenses as provided in this Chapter if one of the following applies:

- the Appointing Authority requires a change of residence as a condition of employment; or
- a move is incurred as the result of reassignment (not promotion) more than 35 miles from the manager's present work location; or
- a move to a new position more than 35 miles from the manager's present work location is incurred as the result of the application of the layoff provisions of Chapter 10.

An Appointing Authority may authorize payment of more than \$12,500 in individual situations.

Discretionary Reimbursement. An Appointing Authority may reimburse a manager for relocation expenses incurred as the result of a work-related move of more than 35 miles from the manager's present work location in situations other than those listed above including promotions under Mandatory Reimbursement. The Appointing Authority shall determine the types and total amount of expenses to be reimbursed, within the provisions of this Chapter.

Covered Expenses. Reimbursable expenses may include, but are not limited to, the following:

- Realtor's fees on the domicile being sold by the manager or fees required to break a lease on the manager's rented domicile.
- The cost of packing, moving and short-term storage of household goods, subject to the receipt of bids as required by the Procurement Division of the Department of Administration and to the approval of the Appointing Authority prior to any commitment to a mover to either pack or ship the manager's household goods. Neither the State of Minnesota nor any of its agencies shall be responsible for the loss nor damage to any manager's household goods nor personal effects.

- Documented miscellaneous expenses directly related to the move. Such expenses include, but are not limited to, the cost of disconnecting and reconnecting appliances and/or utilities (including the modification of existing gas or electrical service to accommodate the manager's existing appliances); fees related to the purchase or sale of a residence (including, but not limited to, attorney's fees loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees, and government recording and transfer fees); fees for inspections or other services required by state law or local ordinance; the cost of insurance for property damage during the move; the cost of moving up to two automobiles; or other direct costs associated with the rental or purchase of a new residence.

Reimbursable miscellaneous expenses do not include, among others, rental of the manager's permanent residence, costs of improvements to either the old or the new home, real estate taxes, mortgage interest differential, points, assessments, homeowner association fees, homeowner's or renter's insurance, mortgage insurance, hazard insurance, automobile or driver's license reissue fees, utility or other refundable deposits, long-term boarding of pets and the purchase of new furnishings or personal effects.

- The cost of moving a mobile home if the mobile home is the manager's primary residence.
- Temporary living expenses for the manager under the provisions of Chapter 15, Expense Reimbursement, using one of the following options, which shall be chosen by the Appointing Authority after consultation with the manager.

Option 1 - reimbursement for travel expenses, including meals and mileage, for travel between the old residence and new work location on a daily basis for up to 90 days or until the date of the move to the new permanent residence occurs, whichever comes first, or

Option 2 - reimbursement for actual lodging, meal and other standard travel expenses at the temporary residence and the cost of return trips to the old residence once a week, for a period ending when the manager moves into his/her new permanent residence, or 90 calendar days after the effective date of the appointment making the manager eligible for relocation, or on a date specified by the Appointing Authority, whichever comes first, or

Option 3 - reimbursement for actual lodging, meal and other standard travel expenses at the temporary residence and the cost of return trips to the old residence once a week until the manager moves into his/her new residence, not to exceed an amount established by the Appointing Authority. The Appointing Authority shall not establish an amount that exceeds the cost of 90 days of reimbursement for meals and reasonable lodging. Reimbursement shall be on the basis of receipts for actual expenses.

Managers may receive reimbursement for expenses under more than one of these options during one relocation with the prior approval of the Appointing Authority, as long as only one option applies to any one week of relocation status. The Appointing Authority may extend the period of reimbursement up to an additional 90 days.

Managers receiving reimbursement for temporary living expenses under either Option 2 or Option 3 may be reimbursed for the short-term rental of an apartment, house or other residence instead of reimbursement for hotel or motel room rental, with the approval of the Appointing Authority, provided that the rental rate for the alternative housing is less than or comparable to hotel or motel rates and provided that the rental residence is available to all potential renters. When reviewing requests for rental of alternative short-term housing, Appointing Authorities may take into account the lower cost of groceries for the manager compared to reimbursement for restaurant meals.

Managers receiving reimbursement under Options 2 and 3 shall not receive reimbursement for daily commuting to work from the temporary residence, however, they may be reimbursed for "local miles" driven while searching for a new residence.

- Travel expenses for the manager's spouse to travel twice between the old and new work locations prior to the time of the move, including meals, mileage and lodging, not to exceed a total of seven calendar days.
- Travel expenses for the manager's family from the old work location to the new work location at the time of the move, consistent with the provisions of Chapter 15 on Expense Reimbursement.
- At the option of the Appointing Authority, up to \$750.00 for employment assistance provided to the manager's spouse by an outside job placement agency or resume preparation service, if the spouse was employed in the origin city at the time of the relocation. Services include:
 - skills assessment
 - resume preparation
 - coaching in interview techniques
 - job placement assistance.

Rental Rates. An Appointing Authority shall not require a manager to pay rent when occupying a State-owned residence as a condition of employment. A manager who is not required by the Appointing Authority to live in a State-owned residence as a condition of employment shall pay the rental rate established by the Commissioner of Administration.

In the event the Appointing Authority requires a manager to vacate a State-owned residence, the manager shall be given not less than 6 calendar months in which to find alternate housing, except in instances where the manager leaves employment with the Appointing Authority, or accepts another position in State service not requiring housing in a State-owned residence.

Utilities and Repairs. The manager shall pay for utilities unless the Appointing Authority requires a manager to maintain an office in the State-owned residence, in which case, the Appointing Authority shall determine and pay a prorated share of the utilities costs related to the operation of the office.

The manager occupying the residence shall be responsible for routine maintenance. Necessary decorating, painting, and repairs shall be done by the State at no cost to the manager. The manager shall not alter any plumbing, wiring, or any roof, wall, or partition without express written approval from the Appointing Authority working within guidelines of the Department of Administration's Real Estate Management Division. The manager may be held responsible for alteration or damage beyond ordinary wear.

Safety Promotion. The Employer is accountable for ensuring that all departments and agencies in the executive branch establish and maintain effective health and safety programs for State workers. It ensures that these programs meet minimum Employer standards and maintain compliance with federal, state, and local regulations. In coordinating a consistent approach to occupational health, safety, and the management of workers' compensation throughout State service, the Employer provides guidance to State agencies by setting achievable statewide goals and policies, assists in the development and delivery of departmental programs, administers workers' compensation claims, identifies health and safety resources, and designs effective training programs.

The Employer will strive to meet this responsibility and will continue to improve our Health and Safety Program wherever possible to reduce and eliminate hazards at every opportunity.

It shall be the policy of the Appointing Authority to provide for the health and safety of its managers by providing safe working conditions, safe work areas, and safe work methods. Managers shall have the responsibility to use all provided safety equipment and procedures in their daily work and failure to use this equipment and procedures may result in disciplinary action. Managers shall cooperate in all safety and accident prevention programs.

The manager's personal health and safety depend primarily on the manager. Safety is acquired through constant attention to good work practices and the application of good, common sense. Managers shall immediately notify their supervisor of all incidents of workplace violence, unsafe equipment or hazardous job conditions.

Protective Equipment. The Appointing Authority shall provide and maintain protective equipment or clothing, including safety glasses, safety helmets, and safety vests whenever such equipment is required as a condition of employment by State or Federal regulation.

Medical Examinations. If required by the Appointing Authority as part of general health and safety programs or to comply with State and Federal health and safety requirements, medical examinations shall be provided at no cost to the manager. The Appointing Authority shall receive a copy of the medical report.

Work-Related Injuries. A manager who is injured or who is involved in an accident during the course of his/her employment shall report the accident to his/her immediate supervisor as soon as possible after the injury or accident occurs.

VDT/CRT Operations. Managers operating VDT or CRT equipment for a continuous period of four hours shall be given a five minute rest period or an alternative work assignment for at least five minutes, in addition to normal meal and rest periods.

Any pregnant manager assigned to operate a VDT/CRT may request reassignment to alternate work within her department. The Appointing Authority will attempt to accommodate such a request. In the event that such reassignment is not practicable, the manager shall have the right to request an unpaid leave of absence.

Injured on Duty Pay. A manager who incurs a disabling injury in the ordinary course of employment may be eligible for injured on duty pay. Such injury must be the direct result of aggressive, criminal, and/or intentional and overt acts of a person or be incurred while attempting to apprehend or take into custody such person. To be eligible for such pay, a manager shall have been acting in a reasonable and prudent manner in compliance with established policies and procedures of the Appointing Authority when the injury was incurred.

This language is not intended to cover situations of employee-on-employee violence. However, there may be exceptions when the injury is incurred as part of performing one's job duties; for example, a licensed peace officer injured while apprehending an employee would receive Injured-on-Duty Pay if injured by the intentional act of that employee.

An eligible manager shall receive compensation in an amount equal to the difference between the manager's regular rate of pay and benefits paid under Workers' Compensation. Such injured on duty pay shall not exceed an amount equal to 240 times the manager's regular hourly rate of pay per disabling injury, and shall not affect the manager's regular accrued vacation or sick leave.

The provisions of this Chapter shall also apply to the managers in the State Patrol, and managers in the Enforcement Division of the Department of Natural Resources if the disabling injury is the direct result of performing duties involving enforcement, investigation or assistance.

Other Job-Related Injuries. A manager 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 for vacation or sick leave accruals. A manager who incurs a compensable illness or injury and receives workers' compensation benefits may elect to use accumulated vacation or sick leave, or both, 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 manager retains the workers' compensation benefit check and receives payments from sick leave and vacation leave accruals 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 manager (M.S. 176.021, subdivision 5). The manager shall notify the Appointing Authority in writing of whether and how he/she wishes to supplement his/her workers' compensation check through use of sick or vacation leave. Sick leave must be exhausted before vacation leave is used.

If a manager uses leave while awaiting a determination on a workers' compensation claim, and the claim is subsequently approved, the Appointing Authority shall collect the payroll overpayment through prior pay period adjustments, and restore to the manager's balance the number of hours equal to the workers' compensation check divided by the manager's hourly rate.

- Alternatively, the manager may retain the workers' compensation benefit check and take an unpaid medical leave as provided in Chapter 6 during the time s/he is unable to work.
- A manager shall return from medical leave as provided in Chapter 6 as long as the manager's medical release (with or without restrictions) enables the manager to perform the essential functions of the position as determined by the Appointing Authority.

Vacation and Sick Leave Accrual. An eligible manager receiving workers' compensation benefits supplemented by vacation and/or sick leave accruals shall accrue vacation and sick leave for the total number of hours compensated by workers' compensation, sick leave, and vacation leave. A manager on unpaid medical leave does not accrue vacation or sick leave.

Insurance. For managers who are off the State payroll due to a work-related injury or work-related disability, benefits provided under Chapter 13 of this Plan shall continue as long as the manager is receiving worker's compensation payments or is on an approved medical leave.

Purpose. The Employer has an obligation to provide reasonable accommodation to individuals qualified under the Americans with Disabilities Act (ADA) and to place employees returning from workers' compensation injuries. The Appointing Authority shall provide these reasonable accommodations in a fair and equitable manner.

Process. While considering manager requests for accommodation, the Appointing Authority shall review other options, including, but not limited to, equipment purchase or modification, accessibility improvement, and scheduling modifications and/or restructuring of current positions and duties.

Early Retirement Incentives Approved by the Commissioner of Minnesota Management & Budget. At the request of an agency head, the Commissioner of Minnesota Management & Budget may provide an early retirement incentive plan for certain managers. To be eligible for the early retirement incentive, managers must be eligible to retire prior to age 65 and (1) employed in programs that are being permanently eliminated or reduced due to changes in federal or state policies and practices, or (2) employed by the same department in which such programs are being eliminated or reduced and occupying positions that will be refilled by employees who would otherwise be involuntarily terminated. For purposes of this paragraph, a person retires when the person terminates active employment in State service and applies for a retirement annuity.

Early retirement incentives may be offered for a period of time specified in the commissioner's response to the agency request. The retirement incentive shall consist of one of the following:

- 1) the Employer contribution to health and dental benefits to which the managers were entitled at the time of retirement, subject to any changes in benefits or coverages for managers in positions equivalent to those from which they retired. Eligibility for the Employer contribution to the insurance premiums must cease at the end of the month in which the manager turns 65, chooses not to receive an annuity, or is eligible for employer-paid health or dental insurance from a new employer, whichever occurs first. Receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State portion of the insurance premium.
- 2) One or more lump sum payments to an individual Minnesota State Retirement System Health Care Savings Plan. The total amount paid to such an account for any individual shall not exceed the value of the monthly Employer contribution for health and dental benefits which the manager was receiving at the time of retirement times the number of months until the manager turns 65, chooses not to receive an annuity, or is eligible for employer-paid health or dental insurance from a new employer, whichever will occur first.

An incentive plan may specify additional conditions and/or lower limits on the amount of the early retirement incentive.

Law Enforcement and Corrections Managers.

- A. **Early Retirement Incentive.** This incentive is available to managers who are at least 55 years of age and are covered by the State Patrol Retirement Fund (M.S. 352B) or the Correctional Employees Retirement Fund (M.S. 352.90) and are eligible for an annuity. Managers who meet these criteria and retire at or after age 55 and on or after the date this Plan is approved by the Joint Subcommittee on Employee Relations, shall be entitled to receive an Employer contribution toward health and dental insurance coverage in accordance with the following:
- Subject to the provisions set forth in paragraph C, managers with 10 years in a position covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Fund and in which the manager and the Employer made the statutorily required retirement contributions.
 - If the manager meets the criteria above, the Employer shall pay the full Employer contribution for health and dental insurance, as specified in Chapter 13, until the manager reaches age 65. The manager shall be responsible for payment of the employee contribution.

- B. **Pre-Fifty-Five Early Retirement Incentive.** This incentive is available to managers who are covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Fund and retire at or after age 50 and before age 55 on or after the date this Plan is approved by the Joint Subcommittee on Employee Relations. Notwithstanding any changes in coverage in accordance with this Plan, the Employer contribution for the pre-fifty-five retirement incentive shall be equal to 120 times the amount of the monthly Employer contribution for health and dental insurance applicable to the manager at the time of retirement times the percentage calculated as follows:

The result of the above calculation divided by the number of months until the manager reaches age 65 is the amount of the monthly Employer contribution until the manager reaches age 65. The manager shall pay the remaining monthly portion.

- C. **Conditions for the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive.** The manager must be in payroll status, in a position covered by the State Patrol Retirement Plan or the Correctional Employees Retirement Plan for a minimum of 5 consecutive years prior to the time of retirement and during the 5 years the manager and the Employer were paying the statutorily required contributions to the State Patrol or Corrections Retirement Plans. However, managers remain eligible for the Early Retirement Incentive and the Pre-Fifty-Five Early Retirement Incentive if, as the result of a workers' compensation injury, they must move from a position covered by the State Patrol Retirement Fund or the Correctional Employees Retirement Plan to a state position covered by any other state retirement plan. Such managers must retire from a position in state service and are subject to all other requirements and conditions of the Early Retirement Incentive or Pre-Fifty-Five Retirement Incentive. The agency in which the workers' compensation injury occurred shall be responsible for paying any Employer Contribution under this provision.

Under all conditions, the manager must be receiving an Employer contribution for health and dental coverage at the time of retirement.

Law Enforcement Supervisors and Corrections managers are not eligible for the Early Retirement Incentive and/or the Pre-Fifty-Five Early Retirement Incentive if they were previously eligible for the Early Retirement Incentive or Pre-Fifty-Five Early Retirement Incentive while covered by a Collective Bargaining Agreement and at that time elected not to receive the Early Retirement Incentive and/or the Pre-Fifty-Five Early Retirement Incentive.

A manager who retires with no Employer contribution for dependent coverage or who terminates dependent coverage following retirement shall not subsequently be eligible for a contribution for dependent coverage.

Receipt of retirement insurance benefits is dependent on the manager completing all required forms and continuing to pay any required premium.

Managers eligible to receive an Employer contribution for health and dental insurance coverage shall continue to receive the coverage to which the manager was entitled at the time of retirement until he/she reaches age 65, subject to any changes in coverage in accordance with this or any subsequent Plan.

Modification of Early Retirement Incentives. The Commissioner of Minnesota Management & Budget is authorized to modify any provision of this Chapter determined by the Office of the Attorney General to be in violation of state or federal law.

"Actively at Work" means that an employee is in active payroll status and not using paid or unpaid leave.

"A.D.A." means the Americans with Disabilities Act, a Federal law intended to prohibit the specific forms of discrimination that people with disabilities face.

"Administrative Procedures" means the Administrative Procedures of Minnesota Management & Budget developed in accord with M.S. 43A.04, subdivision 4.

"Advisory Testing" means a process used to determine a manager's qualifications in some transfer, demotion and/or layoff situations.

"Agency" means a department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

"Applicant Pool" means a group of applicants who have been determined to meet the minimum qualifications for a vacant position.

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

"Appointment" means the act of filling a civil service position.

"Change in Allocation" means reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a position.

"Class" or "Classification" means one or more positions sufficiently similar with respect to duties and responsibilities that the same descriptive title may be used with clarity to designate each position allocated to the class, that the same general qualifications are needed for performance of the duties of the class, and that the same schedule of pay can be applied with equity to all positions in the class under the same or substantially the same employment conditions.

"Classified Service" means all positions now existing or hereafter created in the civil service and not specifically designated unclassified pursuant to M.S. 43A.08 or other enabling legislation. See also "Unclassified Service."

"Commissioner" means the Commissioner of Minnesota Management & Budget unless otherwise specified.

"Comparable Class" means a class which is a transfer from the manager's current class. See "Transfer".

"Delegated Authority" means the responsibility and accountability given to an agency by Minnesota Management & Budget to perform certain classification, compensation, selection or appointment functions. This authority varies from agency to agency.

"Demotion" means the downward movement of a manager to a different class which has a maximum salary that is two or more salary steps below the maximum of the current class.

"Department" means Minnesota Management & Budget unless otherwise specified.

"E.A.P." means the Employee Assistance Program, a service available to all state employees, which provides assistance and referral for a variety of situations including emotional, financial, family, and chemical dependency problems.

"Employer" means, for managers in the Executive Branch and the three retirement systems, Minnesota Management & Budget.

"Employment Condition" means any limitation on full-time, unlimited employment caused by the number of hours of work and the appointment status assigned to an employee. Hours of work may be full-time, part-time, or intermittent. Appointment status may be unlimited, limited temporary, limited emergency, or seasonal.

"Finalist Pool" means a group of applicants from the applicant pool who have been determined to best meet all the qualifications for a vacant position.

"F.M.L.A." means the Family and Medical Leave Act, a Federal law mandating up to 12 weeks of job protected leave to eligible employees for certain family and/or medical reasons consistent with the Act, relevant State law and this plan. For more information, see the Statewide Policy on FMLA.

"Full-time Employee" means an employee who is normally scheduled to work an average of 80 hours per pay period.

"Garrity Warning" means a warning given to an employee by an employer during an employment investigation that requires a permanent status employee to either provide information or be disciplined or discharged for refusing to provide information. If such a warning is given, the employee may object to the use of such information in a subsequent criminal proceeding on the basis that a self-incriminating statement was made under duress.

"Initial Entry" means an individual's first appointment to State service.

"Initial Probationary Period" means the first probationary period served by an employee upon entry to the classified service (see Probationary Period).

"Lower Class" means a class which is a demotion from the manager's current class. See "Demotion."

"MMB" means Minnesota Management & Budget.

"Mobility Assignment" means a voluntary, limited assignment of a classified manager to alternative duties within another state agency, governmental jurisdiction, or private employer, under Administrative Procedure 1.1. See Chapter 8.

"M.S." means the Minnesota Statutes.

"OSHA (Occupational Safety and Health Act)" is a federal law which governs safety and health issues in the workplace.

"Pay Period" means the two week period of time beginning on a specified Wednesday and ending on the second Tuesday following, which is used for calculating each employee's wages for that two week period.

"Payroll Status" means that an employee is receiving payment for hours worked or for hours on an approved paid leave.

"Part-time Employee" means an employee who is normally scheduled to work on a regular and recurring schedule of less than 80 hours in a pay period.

"Permanent Status" means the state or condition achieved by an employee in the classified service who has successfully completed an initial probationary period or a probationary period required following reinstatement, or whose probationary period is waived through specific statutory direction.

"Probationary Period" means a working period following unlimited appointment to a position in the classified service, during which the employee is required to demonstrate ability to perform the duties and fulfill the responsibilities of the position. See Chapter 7.

"Promotion" means the upward movement of a manager to a different class which has a salary range maximum which is two or more salary steps higher than the maximum of the current class or which requires an increase of two or more steps to pay the manager at the minimum of the new range.

"Provisional" means an appointment in accord with M.S. 43A.15, subdivision 4, when there is no fully qualified person suitable or available for appointment. Provisional appointments may not last longer than a maximum of 12 months except for persons provisionally appointed to physician positions or other positions requiring licensure or certification.

"Reallocation" means a reclassification resulting from significant changes over a period of time in the duties and responsibilities of a position.

"Reassignment" means the management-directed movement of an employee between two positions in the same class and agency.

"Recall" means the reappointment of a manager from a layoff list. See Chapter 10.

"Reclassification" means changing the assignment of a position to a higher, lower, or comparable class.

"Recomparison" means a change in the classification to which a vacant or occupied position in the unclassified service is compared (allocated). The new job class may be higher, lower, or equal, but the position and incumbent, if any, remain unclassified.

"Reinstatement" means the appointment of a current or former permanent or probationary employee to a class within four years of the employee's separation from the class.

"Related Classes" means those classes which are similar in nature and character of work performed and which require similar qualifications.

"Seasonal Employee" means an employee appointed for no more than 10 months during any 12 consecutive months but who is expected to return to work year after year.

"Temporary Employee" means an employee who is appointed in accord with M.S. 43A.15, subdivision 3, with a definite ending date. A temporary appointment may not exceed a total of 12 months in any 24 month period in any one agency.

"Tennessee Warning" means an explanation required under M.S. 13.04 of the Data Practices Act when someone is asked to supply private or confidential data to a state agency. The warning must identify: (a) the purpose and intended use of the data; (b) whether the individual may refuse or is legally required to supply the requested data; (c) any consequence arising from supplying/refusing to supply the data; and (d) the identity of persons authorized by law to receive the data.

"Transfer" means the lateral movement of a manager to a position in: 1) the same class in a different agency or organizational unit, or 2) a different class assigned to the same salary range, or 3) a different class with a salary range maximum less than 2 steps higher than the maximum of the current class and where the manager's current salary is less than 2 steps below the minimum of the new class. A transfer to a different class may occur within an agency or organizational unit or between two different agencies or organizational units. Reassignment of an employee does not constitute a transfer.

"Unclassified Service" means all positions specifically designated as not being classified pursuant to M.S. 43A.08 and other enabling legislation. Unclassified employees do not accrue seniority; do not serve a probationary period; are not subject to the layoff provisions of this Plan; and may be terminated at will.

"Unlimited" means an appointment or position is ongoing and has no specified duration.

"U.S.C." means the United States Code.

(Refer also to the definitions contained in M.S. 43A.02 or in Personnel Rules 3900.0400.)

B

Vacation Leave Proration Schedule

No. Hours Worked/Paid During Pay Period**	<u>Length of Service Requirement</u>					
	<u>0 through 5 years</u>	<u>After 5 through 8 years</u>	<u>After 8 through 10 years</u>	<u>After 10 through 19 years</u>	<u>After 19 through 24 years</u>	<u>After 24 years</u>
Less than 9.5	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1.50	1.75	2	2	2.25	2.25
At least 29.5, but less than 39.5	2.25	2.75	3	3	3.25	3.50
At least 39.5, but less than 49.5	3	3.50	3.75	4	4.25	4.50
At least 49.5, but less than 59.5	3.75	4.50	4.75	5	5.50	5.75
At least 59.5, but less than 69.5	4.50	5.25	5.75	6	6.50	6.75
At least 69.5, but less than 79.5	5.25	6.25	6.75	7	7.50	8
At least 79.5	6	7	7.50	8	8.50	9

**For purposes of this Appendix, "hours worked/paid" means all hours worked, and all paid leaves of absence, paid vacation and sick leave, and paid holidays.

C

Sick Leave Proration Schedule

Number of Hours Worked/Paid During Pay Period**

Number of Hours Accrued

Less than 9.5	0
At least 9.5, but less than 19.5	.75
At least 19.5, but less than 29.5	1
At least 29.5, but less than 39.5	1.50
At least 39.5, but less than 49.5	2
At least 49.5, but less than 59.5	2.50
At least 59.5, but less than 69.5	3
At least 69.5, but less than 79.5	3.50
At least 79.5	4

**For purposes of this Appendix, “hours worked/paid” means all hours worked, and all paid leaves of absence, paid vacation and sick leave, and paid holidays.

D

Holiday Proration Schedule

Eligible managers who normally work less than full-time shall have their holiday pay prorated on the following basis:

<u>Hours That Would Have Been Worked During The Pay Period Had There Been No Holiday</u>	<u>Holiday Hours Earned For Each Holiday in the Pay Period</u>
Less than 9½	0
At least 9½ but less than 19½	1
At least 19½ but less than 29½	2
At least 29½ but less than 39½	3
At least 39½ but less than 49½	4
At least 49½ but less than 59½	5
At least 59½ but less than 69½	6
At least 69½ but less than 72	7
At least 72	8

E

Salary Range Assignments

Classes as of July 1, 2009

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
001923	Accounting Manager	20A	14M
002705	Admin Agency Div Director	20A	19M
002659	Admin Agency Div Director Sr	20A	23M
003375	Admin Mgmt Services Dir	20A	17M
000010	Admin Mgt Director 1	20A	13M
001346	Admin Mgt Director 2	20A	15M
001841	Admin Officer	20A	11M
003221	Admin Svcs Bureau Mgr	20A	19M
002918	Admin Svcs Dir	20A	21M
003050	Agency Affirmative Action Mgr	20A	14M
002695	Agency Chief Financial Officer	20A	21M
002823	Agency Materials Mgmt Director	20A	15M
002725	Agric Dev & Fin Asstnc Dir	20A	19M
001569	Agric Marketing & Devlop Dir	20A	17M
003003	Agronomy Asst Dir Environ Reg	20A	17M
001828	Appeals Examiner Chief	20A	17M
008658	Arts School Prog Admin	20A	19M
008313	Asst Commr Administration	20A	25M
008303	Asst Commr Agriculture	20A	23M
008371	Asst Commr Commerce	20A	19M
008316	Asst Commr Corr	20A	25M
008394	Asst Commr Education	20A	24M
008322	Asst Commr Employee Relations	20A	21M
008360	Asst Commr Health	20A	25M
008323	Asst Commr Hum Serv	20A	25M
008386	Asst Commr Labor & Ind	20A	24M
008333	Asst Commr MMB	20A	23M
008387	Asst Commr NR Operations	20A	25M
008310	Asst Commr Pollution Control	20A	21M
008331	Asst Commr Public Saf	20A	25M
008834	Asst Commr Revenue	20A	24M
008391	Asst Commr Transportation	20A	25M
003775	Asst Dir Animal Health Bd	20A	19M
002943	Asst Dir Bd of Med Practice	20A	14M
002924	Asst Dir Bd of Water & Soil Re	20A	18M
003645	Asst Dir Child & Family Serv	20A	17M
002008	Asst Dir CJIS	20A	16M
001092	Asst Dir Constr Codes & Lic	20A	17M
003616	Asst Dir Lab Services Division	20A	15M
002427	Asst Dir Mgt Analysis	20A	19M
008683	Asst Dir Mn State Lottery	20A	23M
008309	Asst Dir MSRS Finance Officer	20A	17M
001652	Asst Dir State Arts Board	20A	13M
008696	Asst Exec Dir Campaign Fin Bd	20A	15M
008910	Asst Exec Dir MSRS	20A	19M
003801	Asst Exec Dir PERA/MSRS Classf	20A	19M
001916	Asst Exec Dir Retire Sysys Cl	20A	17M
008364	Asst Exec Dir Retire Sysys Unc	20A	17M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
002939	Asst Resident Facility Adm	20A	15M
002940	Asst Resident Facility Adm Sr	20A	19M
001406	Asst State Negotiator	20A	20M
000060	Asst Superintendent BCA	20A	21M
008830	Asst to Commr	20A	15M
008823	Asst to Commr Agriculture	20A	09M
000098	Attorney 4	20A	18M
003451	Behavioral Med Practitioner Sr	20A	33M
003334	Business Community Dev Dir	20A	15M
000139	Business Manager 2	20A	13M
002034	Career Information Director	20A	11M
008593	Chief Exec Officer 3-Human Svc	20A	24M
008732	Chief Exec Officer-Corr Facilt	20A	25M
008731	Chief Exec Officer-Juv/Min Cor	20A	21M
002696	Commerce Enforcement Director	20A	21M
002965	Commerce Regis/Analy Mgr	20A	16M
001969	Community College Busi Officer	20A	13M
000084	Construction Proj Oprtions Mgr	20A	20M
002892	Continuing Care Program Mgr	20A	19M
003450	Corr Adult Fac Exec Asst Dir	20A	19M
003147	Corr Alternative Prog Mgr	20A	16M
003839	Corr Behav Health Svcs Dir	20A	22M
000492	Corr Community Svcs Reg Di	20A	20M
003812	Corr Dir Admin Programs	20A	20M
003870	Corr Dir of Admin Svcs	20A	24M
003653	Corr Dir Policy & Legal Servic	20A	21M
001310	Corr Education Director	20A	19M
003598	Corr Exec of Hrngs & Re	20A	18M
003145	Corr Facility Admin Dir	20A	17M
003146	Corr Facility Oper Dir	20A	20M
002873	Corr Field Serv Dir	20A	24M
003239	Corr Health Care Program Admin	20A	15M
003659	Corr Health Program Dir	20A	22M
003666	Corr Health Svcs Dir	20A	24M
003873	Corr Interstate Dep Cmpct Admn	20A	17M
003795	Corr Investigations Manager	20A	22M
002259	Corr Juvenile Program Director	20A	16M
008759	Corr Minncor CEO	20A	24M
002581	Dairy Inspection Asst Director	20A	15M
003797	Defined Contribution Plan Mgr	20A	16M
001503	Demographer State	20A	17M
008225	Deputy Commissioner Education	20A	26M
008212	Deputy Commr Administration	20A	26M
008205	Deputy Commr Agriculture	20A	24M
008229	Deputy Commr Commerce	20A	24M
008206	Deputy Commr Corrections	20A	26M
008857	Deputy Commr Empl & Econ Devel	20A	26M
008215	Deputy Commr Employee Relation	20A	24M
008227	Deputy Commr Health	20A	26M
008864	Deputy Commr Housing Finance	20A	26M
008210	Deputy Commr Human Rights	20A	22M
008216	Deputy Commr Human Services	20A	26M
008211	Deputy Commr IRR & RB	20A	21M
008214	Deputy Commr Labor & Industry	20A	26M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
008232	Deputy Commr Mediation Service	20A	20M
008213	Deputy Commr MMB	20A	26M
008208	Deputy Commr Natural Resource	20A	26M
008217	Deputy Commr Pollution Control	20A	24M
008209	Deputy Commr Public Safety	20A	26M
008221	Deputy Commr Revenue	20A	26M
008224	Deputy Commr Transportation	20A	26M
008222	Deputy Commr Veterans Affairs	20A	24M
008724	Deputy Commr Veterans Aff-VHC	20A	26M
008235	Deputy Dir Mn Ctr For Arts Edu	20A	19M
008236	Deputy Dir, Pari-Mutuel Racing	20A	21M
002950	Dir Actuarial & Reg Plcy Anly	20A	33M
002919	Dir Aeronautics Program	20A	22M
003761	Dir Agric Marketing Services	20A	19M
000017	Dir Agronomy Services	20A	19M
008674	Dir Alcohol & Gambling Enforce	20A	18M
002966	Dir Appeals and Contracts	20A	21M
003361	Dir Child Develop Services	20A	17M
002878	Dir Child Services Divisions	20A	19M
003249	Dir Children & Family Services	20A	21M
008893	Dir Comm & Media Relations	20A	20M
002970	Dir Comm Media	20A	20M
003869	Dir Community Admin Svcs	20A	23M
003148	Dir Corrections Industries	20A	17M
002718	Dir Deaf & Hard Hearing Sv Div	20A	19M
008346	Dir Driver & Vehicle Services	20A	23M
008794	Dir Drug Policy & Violence Pre	20A	19M
008421	Dir Emergency Services	20A	21M
003483	Dir Employment Programs	20A	19M
008487	Dir Explore Minnesota Tourism	20A	24M
002722	Dir Financial Planning	20A	17M
002321	Dir Geographic & Demogra Anal	20A	20M
003398	Dir Governmental Relations CI	20A	22M
008434	Dir Governmental Relations Unc	20A	22M
002677	Dir Human Svcs Licensing Div	20A	21M
002410	Dir Management Analysis	20A	20M
000237	Dir Of Nursing	20A	20M
003273	Dir Pub Info Policy Anlysi	20A	18M
008818	Dir Regulatory & Leg Services	20A	15M
008612	Dir School Of Arts & Res Cente	20A	23M
002723	Dir Services for the Blind	20A	19M
003705	Dir Social Svcs Info Systm Div	20A	19M
003652	Dir Special Investigations	20A	19M
002945	Dir St Oper Svs Suppt Div	20A	19M
003731	Dir Statewide Assessment	20A	25M
003802	Dir Strategic & Long Rnge Plng	20A	26M
002662	Dir Veterans Programs	20A	13M
003106	Dir Warehouse Audit Division	20A	12M
003476	Dir Workers Comp Prog	20A	17M
003800	Dir Workplace Safety Consult	20A	18M
003847	Director, Education Finance	20A	24M
000601	Disability Determ Svc Asst Dir	20A	15M
000869	Disability Determ Svc Dir	20A	19M
002177	Disability Determ Svc Opns Dir	20A	17M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
002648	Disease Prev & Cont Div Dir	20A	21M
002631	Dispute Resolution Manager	20A	19M
003717	DVS Program Director	20A	17M
002320	Economic Development Mgr	20A	17M
003362	Educ Dir Finance Reform & Acct	20A	21M
003820	Educ Dir- Personnel Licensing	20A	19M
003357	Educ Dir State & Fed Prog	20A	19M
008885	EEO Contract Compliance Mgr	20A	19M
003527	EID Program Manager	20A	17M
002701	Electronic Commun Asst Directo	20A	20M
000855	Electronic Commun Director	20A	22M
002720	Emp & Econ Devel Admin Fin Dir	20A	19M
003335	Emp & Econ Devel Spec Prog Mgr	20A	15M
001998	Emp & Econ Devel Staff Dir	20A	17M
003215	Emp & Econ Devel Youth Pro Dir	20A	17M
003212	Empl & Trng Director	20A	17M
003617	Employee Management Div Dir	20A	21M
003211	Energy Program Director	20A	17M
001582	Engineer Administrative Mgt	20A	18M
002896	Engineer Princ Admin Transp	20A	22M
000635	Engineer Senior Administrative	20A	20M
003841	Environmen Health Asst Div Dir	20A	20M
000568	Environmental Health Div Dir	20A	22M
002056	Epidemiologist Program Manager	20A	26M
008139	Exec Dir Animal Health Bd	20A	22M
008762	Exec Dir Bd Diet & Nutr Pract	20A	10M
008903	Exec Dir Bd of Beh Hlth & Ther	20A	13M
008126	Exec Dir Bd of Medic Practice	20A	17M
008797	Exec Dir Bd of Physical Therap	20A	13M
008198	Exec Dir Bd Water & Soil Res	20A	24M
008692	Exec Dir Board of Social Work	20A	13M
008165	Exec Dir Boxing Comm	20A	09M
008426	Exec Dir Campaign Fin & Pbl Bd	20A	19M
008115	Exec Dir Chicano Latino Aff Co	20A	15M
008629	Exec Dir Chiropractic Exam Bd	20A	14M
008194	Exec Dir Counc of Asian Pcf Mn	20A	15M
008175	Exec Dir Counc on Black Minn's	20A	15M
008135	Exec Dir Council on Disability	20A	15M
008611	Exec Dir Ctr Crime Victim Svcs	20A	21M
008768	Exec Dir Emer Med Services	20A	19M
002038	Exec Dir Environmental Qual Bd	20A	17M
008477	Exec Dir Gov Job Training Offc	20A	19M
003198	Exec Dir Health Fac Complaints	20A	16M
008701	Exec Dir Higher Educ Fac Auth	20A	19M
008136	Exec Dir Indian Affairs Bd	20A	15M
008197	Exec Dir Mn Amateur Sports Com	20A	21M
008766	Exec Dir Mn Forest Res Council	20A	19M
008146	Exec Dir Nursing Bd	20A	20M
008147	Exec Dir Nursing Home Admin Bd	20A	15M
008131	Exec Dir St Arts Bd	20A	18M
008889	Exec Dir Veterinary Med Brd	20A	13M
008123	Exec Sec Arch Engr L/S Bd	20A	16M
008160	Exec Sec Barb & Cosmet Ex Bd	20A	11M
008148	Exec Sec Cap Area Arch & Plng	20A	16M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
008163	Exec Sec Dentistry Bd	20A	14M
008145	Exec Sec Municipal Bd	20A	14M
008735	Exec Sec Optometry Bd	20A	09M
008418	Exec Sec Peace Off Tng Bd	20A	18M
008149	Exec Sec Pharmacy Bd	20A	25M
008775	Exec Sec Podiatry Board	20A	09M
008169	Exec Sec Psychology Bd	20A	13M
008177	Exec Sec Pub Utilities Comm	20A	19M
008167	Exec Sec Teaching Bd	20A	18M
008879	Executive Aide	20A	09M
008880	Executive Asst	20A	11M
008881	Executive Asst Principal	20A	13M
001807	Executive Budget Coordinator	20A	22M
002670	Executive Budget Officer	20A	17M
001451	Executive Budget Officer Sr	20A	19M
000670	Extended Employment Prog Dir	20A	17M
002622	Finance Services Director	20A	22M
003127	Financial Info Syst Dev Dir	20A	19M
002691	Financial Mgt Director	20A	19M
003681	Financial Services Director	20A	17M
002879	Fiscal & Admin Serv Manager	20A	18M
003804	Food & Nutrition Services Dir	20A	18M
000069	Food Inspection Asst Director	20A	15M
001982	Forensic Laboratory Asst Dir	20A	19M
001981	Forensic Laboratory Dir	20A	22M
008609	Gambling Security Director	20A	17M
001827	Health Asst Div Director	20A	19M
003320	Health Care Compliance Mgr	20A	17M
003872	Health Care Operations Mgr	20A	19M
003471	Health Care P&D Syst Div Dir	20A	21M
003252	Health Care Program Mgr	20A	17M
002594	Health Care Program Mgr Sr	20A	21M
002643	Health Community Svcs Div Dir	20A	21M
002515	Health Economist	20A	17M
001474	Health Program Manager	20A	15M
003380	Health Program Manager Senior	20A	17M
002644	Health Promotion & Educ Manage	20A	19M
003376	Health Quality Assurance Rev M	20A	17M
001550	Health Resource Div Dir	20A	21M
003377	Health Survey & Compliance Mgr	20A	18M
008761	Housing Finance Agency Dir	20A	19M
008792	Housing Finance Agency Exec	20A	23M
001692	Housing Finance Agency Mgr	20A	16M
008511	Housing Finance Agency Mgr Unc	20A	16M
008666	Human Rights Division Director	20A	17M
003461	Human Svcs Chief Financial Off	20A	22M
002042	Human Svcs Internal Audit Mgr	20A	19M
003678	Human Svcs Research Director	20A	21M
000960	Hydrologist 5	20A	18M
001316	Information Director	20A	15M
002916	Institutional Supp Svcs Dir	20A	19M
003100	IRRRB Administrative Manager	20A	16M
002934	Labor Mediation Mgr	20A	19M
001724	Labor Relations Agency Manager	20A	15M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
001373	Labor Standards Director	20A	17M
003642	Land Survey Admin - Mgmt	20A	18M
003330	Land Surveyor Sr Administ	20A	20M
003863	Leg Audit IT Auditor Manager	20A	22M
001584	Leg Audit Manager	20A	19M
001779	Leg Audit Prog Eval Coor	20A	17M
002911	Library Dev And Svcs Team Mgr	20A	19M
003244	Lottery Marketing Proj Mgr	20A	17M
008741	Lottery Research & Plan Dir	20A	17M
003243	Lottery Sales Manager	20A	19M
003245	Lottery Sales Support Mgr	20A	15M
003512	Management Services Director	20A	19M
003478	Materials Mgmt Division Mgr	20A	16M
003695	Materials Mgt Assist Dir	20A	19M
000456	Merit System Personnel Manager	20A	17M
002671	Mineland Reclamation Manager	20A	17M
003707	Minncor Indust Chief Fin Offic	20A	21M
003785	Minncor Vice-Pres Business Dev	20A	21M
003787	Minncor Vice-Pres Operations	20A	21M
008510	MN Academies Administrator	20A	25M
008904	MN Academies Director	20A	19M
008914	MSOP Clinical Director	20A	26M
008913	MSOP Deputy Director	20A	25M
008912	MSOP Executive Director	20A	26M
002467	NR Asst Dir - Enforcement	20A	21M
003732	NR Asst Division Director	20A	21M
003729	NR Bureau Administrator	20A	22M
008888	NR Dir - Trails & Waterways	20A	24M
008901	NR Dir - Ecological Serv	20A	24M
008410	NR Dir - Enforcement	20A	24M
008894	NR Dir - Fish & Wildlife	20A	24M
008412	NR Dir - Forestry	20A	24M
008500	NR Dir - Lands & Minerals	20A	24M
008413	NR Dir - Parks & Rec	20A	24M
008414	NR Dir - Waters	20A	24M
003133	NR Ecological Svcs Section Mgr	20A	18M
002658	NR Forestry Asst Dir	20A	21M
002075	NR Forestry Regional Mgr	20A	15M
002983	NR Forestry Section Mgr	20A	18M
003010	NR Information & Marketing Dir	20A	19M
000196	NR Manager	20A	13M
003035	NR Minerals Asst Dir	20A	19M
002674	NR Minerals Development Mgr	20A	18M
003412	NR Parks Regional Mgr	20A	15M
001811	NR Planning Manager	20A	17M
003836	NR Prog Manager	20A	19M
003782	NR Prog Mgr 1 - Enforcement	20A	15M
003783	NR Prog Mgr 2 - Enforcement	20A	17M
003784	NR Prog Mgr 3 - Enforcement	20A	19M
003798	NR Regional Director	20A	21M
003736	NR Regional Manager - Fisheries	20A	15M
003823	NR Regional Manager - Waters	20A	16M
003779	NR Regional Manager - Wildlife	20A	15M
003737	NR Regional Manager Trails & W	20A	15M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
003829	NR Section Chief Fisheries	20A	22M
003813	NR Section Manager	20A	18M
002811	NR Waters Operation Manager	20A	19M
001837	NR Youth Prog Manager	20A	13M
003832	Nurse Executive	20A	23M
003298	Occup Safety & Hlth Team Dir	20A	16M
003444	PERA Division Manager	20A	17M
008738	Perpich Ctr Arts Educ Prog Dir	20A	19M
001424	Personnel Director 3	20A	20M
000501	Personnel Director 4	20A	22M
002147	Personnel Program Manager	20A	15M
003045	Personnel Services Manager	20A	17M
002523	Physical Plant Mgr	20A	14M
003159	Physical Plant Operations Mgr	20A	15M
003160	Physical Plant Project Mgr	20A	13M
001647	Planning Dir Develop Disabilit	20A	17M
003433	Plant Mgmt Complex Sv Mgr	20A	11M
000827	Plant Mgmt Dir	20A	19M
000896	Plant Mgmt Tech Svcs Mgr	20A	15M
001513	Pollution Cont Asst Div Dir	20A	19M
001301	Pollution Cont Division Dir	20A	21M
001658	Pollution Cont Program Admi	20A	17M
008474	Pollution Cont Strat Mgr	20A	21M
008748	Proj Functional Manager	20A	16M
008746	Proj Manager	20A	18M
002155	Pub Util Regulation Unit Mgr	20A	19M
002997	Public Health Lab Div Dir	20A	21M
002709	Public Health Lab Mgr	20A	18M
001592	Real Estate Mgmt Dir	20A	20M
000872	Rehabilitation Area Director	20A	16M
000602	Rehabilitation Operations Dir	20A	20M
001501	Rehabilitation Program Manager	20A	13M
000605	Research Director	20A	17M
008906	Research Director, Sent Guid C	20A	20M
002033	Research Plan & Evaluation Dir	20A	15M
002897	Residential Prog Manager	20A	13M
002900	Residential Prog Svcs Dir 1	20A	19M
003644	Residential Prog Svcs Dir 2	20A	21M
002898	Residential Prog Svcs Mgr	20A	15M
002899	Residential Prog Svcs MgrSr	20A	17M
002434	Revenue Assistant Director 1	20A	17M
003857	Revenue Assistant Director 2	20A	19M
002734	Revenue Crim Investigation Dir	20A	17M
002737	Revenue Legal Leg Aff Dir	20A	22M
003809	Revenue Operations Asst Dir	20A	16M
002923	Revenue Research Director	20A	26M
002738	Revenue Tax System Dir 1	20A	17M
003333	Revenue Tax System Dir 2	20A	19M
003697	Revenue Tax System Dir 3	20A	21M
003858	Revenue Tax System Dir 4	20A	23M
002331	Risk Management Dir	20A	19M
003213	Self-Sufficiency Program Dir	20A	17M
008606	Senior Admin Officer	20A	24M
008516	Senior Executive Officer	20A	19M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
002999	Small Business Dev Ctr Ntwk Dir	20A	15M
008355	Special Asst to Commr Nat Res	20A	21M
003694	State Archaeologist	20A	17M
001914	State Architect	20A	20M
008416	State Fire Marshal	20A	21M
003846	State Oper Svs Chief Qual Ofcr	20A	23M
007995	State Patrol Assistant Chief	20A	21M
007996	State Patrol Chief	20A	24M
003639	State Prog Admin Manager	20A	15M
003719	State Prog Admin Manager Prin	20A	20M
003679	State Prog Admin Manager Sr	20A	17M
000957	State University Mgmt Officer	20A	17M
008420	Superintendent BCA	20A	24M
002324	Tourism Marketing Manager	20A	13M
008911	Trainee - MSRS Manager	20A	13M
008566	Trainee-Exec Budget Officer	20A	12M
000797	Training & Development Manager	20A	17M
003129	Training Manager	20A	13M
002306	Training Manager Senior	20A	15M
002338	Transp Asst Div Dir	20A	24M
001694	Transp Audit Director	20A	19M
000349	Transp Budget Dir	20A	17M
003311	Transp Chief Admin Officer	20A	25M
008681	Transp Dir Comm & Media Rel	20A	20M
003073	Transp Division Engineer	20A	25M
000937	Transp Environmental Svcs Dir	20A	22M
001583	Transp Finance Manager	20A	18M
001957	Transp Finance Mgmt Director	20A	21M
008342	Transp Gov & Comm Rel Dir	20A	22M
003728	Transp Metro Right of Way Mgr	20A	18M
003435	Transp Off Of Invest Mgmt Dir	20A	22M
003708	Transp Operations Manager	20A	22M
001679	Transp Planning Dir	20A	20M
001732	Transp Planning Mgr	20A	17M
003033	Transp Prog Director	20A	18M
003315	Transp Prog Financial/Plng Dir	20A	18M
002996	Transp Support Svcs Dir	20A	18M
003074	Transp Transit Manager	20A	21M
003844	Treasury Operations Director	20A	17M
002166	Unemployment Ins Aud Dir	20A	15M
002405	Unemployment Ins Cmr Appeal Di	20A	19M
003016	Unemployment Ins Director	20A	21M
003484	Unemployment Ins Prog Dir	20A	19M
002169	Unemployment Ins Tax Dir	20A	19M
008179	Veterans Home Admin	20A	21M
008739	Veterans Home Admin - Mpls	20A	24M
000757	Weights & Measures Div Direct	20A	20M
002448	Welfare Strat Plcy Analyst CI	20A	11M
008304	Zoo Animal Programs Director	20A	21M
008749	Zoo Conservation Director	20A	20M
003577	Zoo Conservation Manager	20A	15M
008776	Zoo Deputy Director	20A	25M
003592	Zoo Education Director	20A	17M
003590	Zoo Sales & Marketing Manager	20A	17M

<u>JOB CODE</u>	<u>JOB TITLE</u>	<u>GRID</u>	<u>COMP CODE</u>
008722	Zoo Strategic Services Dir	20A	21M
008790	Asst Commr OET	20B	55M
003394	Chief Information Officer	20B	54M
002445	Dir Administrative Info System	20B	51M
002453	Information Mgmt Srvcs Div Dir	20B	51M
003025	Information Policy Res Dir	20B	51M
002144	Information Syst Applic Mgr	20B	52M
002552	Information Syst Director	20B	53M
002091	MnScu Information Systems Mgr	20B	52M
003161	OET Div Mgr 1	20B	52M
003162	OET Div Mgr 2	20B	53M
003465	OET Network Op Mgr	20B	51M
003163	OET Technical Mgr	20B	52M
003272	OET Telecomm Div Mgr	20B	54M
002926	Planning Dir Statewide Info Po	20B	52M
008238	State Chief Information Offcr	20B	56M
003555	Transp Info Res Mgr	20B	54M

APPENDIX F
Compensation Grid 20A
Unit 220 Managerial Plan
Ranges 09 - 37
Effective 7/1/2009 - 6/30/2011

RANGE		MINIMUM	FIRST QUARTILE	MIDPOINT	MAXIMUM	RANGE
09	YR	46,688	52,033	57,378	68,048	09
	MO	3,891	4,336	4,782	5,671	
	HR	22.36	24.92	27.48	32.59	
10	YR	48,504	54,037	59,550	70,574	10
	MO	4,042	4,503	4,962	5,881	
	HR	23.23	25.88	28.52	33.80	
11	YR	50,258	56,021	61,763	73,268	11
	MO	4,188	4,668	5,147	6,106	
	HR	24.07	26.83	29.58	35.09	
12	YR	52,158	58,067	63,976	75,774	12
	MO	4,347	4,839	5,331	6,314	
	HR	24.98	27.81	30.64	36.29	
13	YR	54,267	60,343	66,419	78,571	13
	MO	4,522	5,029	5,535	6,548	
	HR	25.99	28.90	31.81	37.63	
14	YR	56,251	62,536	68,820	81,369	14
	MO	4,688	5,211	5,735	6,781	
	HR	26.94	29.95	32.96	38.97	
15	YR	58,360	64,874	71,389	84,418	15
	MO	4,863	5,406	5,949	7,035	
	HR	27.95	31.07	34.19	40.43	
16	YR	60,531	67,254	73,957	87,383	16
	MO	5,044	5,605	6,163	7,282	
	HR	28.99	32.21	35.42	41.85	
17	YR	62,911	69,823	76,713	90,515	17
	MO	5,243	5,819	6,393	7,543	
	HR	30.13	33.44	36.74	43.35	
18	YR	65,271	72,412	79,553	93,814	18
	MO	5,439	6,034	6,629	7,818	
	HR	31.26	34.68	38.10	44.93	
19	YR	67,693	75,084	82,455	97,217	19
	MO	5,641	6,257	6,871	8,101	
	HR	32.42	35.96	39.49	46.56	
20	YR	70,261	77,882	85,504	100,746	20
	MO	5,855	6,490	7,125	8,396	
	HR	33.65	37.30	40.95	48.25	
21	YR	72,913	80,785	88,636	104,358	21
	MO	6,076	6,732	7,386	8,697	
	HR	34.92	38.69	42.45	49.98	
22	YR	75,398	83,583	91,768	108,117	22
	MO	6,283	6,965	7,647	9,010	
	HR	36.11	40.03	43.95	51.78	
23	YR	78,196	86,673	95,150	112,084	23
	MO	6,516	7,223	7,929	9,340	
	HR	37.45	41.51	45.57	53.68	
24	YR	80,973	89,763	98,533	116,072	24
	MO	6,748	7,480	8,211	9,673	
	HR	38.78	42.99	47.19	55.59	
25	YR	84,063	93,125	102,166	120,269	25
	MO	7,005	7,760	8,514	10,022	
	HR	40.26	44.60	48.93	57.60	

APPENDIX F
Compensation Grid 20A (cont.)
Unit 220 Managerial Plan
Ranges 09 - 37
Effective 7/1/2009 - 6/30/2011

RANGE		MINIMUM	FIRST QUARTILE	MIDPOINT	MAXIMUM	RANGE
26	YR	86,944	96,340	105,715	124,466	26
	MO	7,245	8,028	8,810	10,372	
	HR	41.64	46.14	50.63	59.61	
27	YR	90,014	99,723	109,411	128,809	27
	MO	7,501	8,310	9,118	10,734	
	HR	43.11	47.76	52.40	61.69	
28	YR	93,167	103,210	113,253	133,340	28
	MO	7,764	8,601	9,438	11,112	
	HR	44.62	49.43	54.24	63.86	
29	YR	96,445	106,843	117,241	138,017	29
	MO	8,037	8,904	9,770	11,501	
	HR	46.19	51.17	56.15	66.10	
30	YR	99,806	110,580	121,334	142,840	30
	MO	8,317	9,215	10,111	11,903	
	HR	47.80	52.96	58.11	68.41	
31	YR	103,335	114,464	125,593	147,851	31
	MO	8,611	9,539	10,466	12,321	
	HR	49.49	54.82	60.15	70.81	
32	YR	106,926	118,452	129,978	153,009	32
	MO	8,911	9,871	10,832	12,751	
	HR	51.21	56.73	62.25	73.28	
33	YR	110,685	122,607	134,530	158,375	33
	MO	9,224	10,217	11,211	13,198	
	HR	53.01	58.72	64.43	75.85	
34	YR	114,548	126,888	139,228	163,908	34
	MO	9,546	10,574	11,602	13,659	
	HR	54.86	60.77	66.68	78.50	
35	YR	118,557	131,335	144,114	169,671	35
	MO	9,880	10,945	12,009	14,139	
	HR	56.78	62.90	69.02	81.26	
36	YR	122,712	135,950	149,167	175,601	36
	MO	10,226	11,329	12,431	14,633	
	HR	58.77	65.11	71.44	84.10	
37	YR	126,992	140,689	154,366	181,740	37
	MO	10,583	11,724	12,864	15,145	
	HR	60.82	67.38	73.93	87.04	

APPENDIX F
Compensation Grid 20B
Unit 220 Managerial Plan Information Technology Classes
Ranges 51 - 56
Effective 7/1/2009 - 6/30/2011

RANGE		MINIMUM	FIRST QUARTILE	MIDPOINT	MAXIMUM	RANGE
51	YR	75,105	83,207	91,308	107,511	51
	MO	6,259	6,934	7,609	8,959	
	HR	35.97	39.85	43.73	51.49	
52	YR	80,534	89,283	98,011	115,466	52
	MO	6,711	7,440	8,168	9,622	
	HR	38.57	42.76	46.94	55.30	
53	YR	86,527	95,860	105,193	123,860	53
	MO	7,211	7,988	8,766	10,322	
	HR	41.44	45.91	50.38	59.32	
54	YR	89,554	99,222	108,868	128,182	54
	MO	7,463	8,268	9,072	10,682	
	HR	42.89	47.52	52.14	61.39	
55	YR	92,686	102,688	112,668	132,672	55
	MO	7,724	8,557	9,389	11,056	
	HR	44.39	49.18	53.96	63.54	
56	YR	98,867	109,516	120,144	141,399	56
	MO	8,239	9,126	10,012	11,783	
	HR	47.35	52.45	57.54	67.72	

43A.33 GRIEVANCES.

Subdivision 1. Discharge, suspension, demotion for cause, salary decrease. Managers and employees shall attempt to resolve disputes through informal means prior to the initiation of disciplinary action. No permanent employee in the classified service shall be reprimanded, discharged, suspended without pay, or demoted, except for just cause.

Subd. 2. Just cause. For purposes of this section, just cause includes, but is not limited to, consistent failure to perform assigned duties, substandard performance, insubordination, and serious violation of written policies and procedures, provided the policies and procedures are applied in a uniform, nondiscriminatory manner.

Subd. 2a. Abuse. In an arbitration or hearing proceeding involving discipline of an employee for allegedly abusing a resident of a state hospital or a state nursing home, "abuse" includes but is not limited to:

(1) Conduct which constitutes abuse under policies or procedures adopted by state hospitals or state nursing homes; or

(2) Any act which constitutes a violation under sections [609.221](#) to [609.342](#), [609.343](#), [609.344](#), or [609.345](#); or

(3) The intentional and nontherapeutic infliction of physical pain or injury, or any persistent course of conduct intended to produce mental or emotional distress.

Subd. 3. Procedures. Procedures for discipline and discharge of employees covered by collective bargaining agreements shall be governed by the agreements. Procedures for employees not covered by a collective bargaining agreement shall be governed by this subdivision and by the commissioner's and managerial plans.

(a) For discharge, suspension without pay or demotion, no later than the effective date of such action, a permanent classified employee not covered by a collective bargaining agreement shall be given written notice by the appointing authority. The content of that notice as well as the employee's right to reply to the appointing authority shall be as prescribed in the grievance procedure contained in the applicable plan established pursuant to section [43A.18](#). The notice shall also include a statement that the employee may elect to appeal the action to the Bureau of Mediation Services within 30 calendar days following the effective date of the disciplinary action. A copy of the notice and the employee's reply, if any, shall be filed by the appointing authority with the commissioner no later than ten calendar days following the effective date of the disciplinary action. The commissioner shall have final authority to decide whether the appointing authority shall settle the dispute prior to the hearing provided under subdivision 4.

(b) For discharge, suspension, or demotion of an employee serving an initial probationary period, and for noncertification in any subsequent probationary period, grievance procedures shall be as provided in the plan established pursuant to section [43A.18](#).

(c) Within ten days of receipt of the employee's written notice of appeal, the commissioner of the Bureau of Mediation Services shall provide both parties with a list of potential arbitrators according to the rules of the Bureau of Mediation Services to hear the appeal. The process of selecting the arbitrator from the list shall be determined by the plan. The hearing shall be conducted pursuant to the rules of the Bureau of Mediation Services. If the arbitrator finds, based on the hearing record, that the action appealed was not taken by the appointing authority for just cause, the employee shall be reinstated to the position, or an equal position in another division within the same agency, without loss of pay. If the arbitrator finds that there exists sufficient grounds for institution of the appointing authority's action but the hearing record establishes extenuating circumstances, the arbitrator may reinstate the employee, with full, partial, or no pay, or may modify the appointing authority's action. The appointing authority shall bear the costs of the arbitrator for hearings provided for in this section.

History: 1981 c 210 s 33; 1982 c 424 s 130; 1982 c 560 s 31-33; 1984 c 425 s 1; 1984 c 462 s 27; 1984 c 544 s 82,83; 1986 c 444; 1987 c 186 s 10; 2005 c 114 s 1

H

High Cost Centers for Meal Reimbursement

Metropolitan Area

Atlanta, GA
Baltimore, MD
Boston, MA

Chicago, IL
Cleveland, OH
Dallas/Fort Worth, TX
Denver, CO
Detroit, MI
Hartford, CT
Houston, TX
Kansas City, KS

Kansas City, MO

Los Angeles, CA

Miami, FL
New Orleans, LA
New York City, NY

Philadelphia, PA

Portland, OR
Saint Louis, MO
San Diego, CA
San Francisco, CA

Seattle, WA
Washington, D.C.

Cities and Counties Included in High Cost Center

Clayton, De Kalb, Fulton, Cobb and Gwinett Counties
Baltimore and Hartford Counties
Norfolk, Suffolk, Middlesex and Essex Counties in Massachusetts
Du Page, Cook and Lake Counties
Cuyahoga County
Dallas and Tarrant Counties
Denver, Adams, Arapahoe and Jefferson Counties
Wayne, Macomb and Oakland Counties
Hartford and Middlesex Counties
Harris County, LBJ Space Center and Ellington AFB
Johnson and Wyandotte Counties in Kansas (see also Kansas City, MO)
Clay, Jackson and Platte Counties in Missouri (see also Kansas City, KS)
Los Angeles, Kern, Orange and Ventura Counties; Edwards AFB; Naval Weapons Center and Ordinance Test Station
Dade County
Parishes of Jefferson, Orleans, Plaquemines and St. Bernard
The Boroughs of the Bronx, Brooklyn, Manhattan, Queens, and Staten Island and the Counties of Nassau, New York, Richmond, Suffolk and Westchester in New York State; Fairfield County in Connecticut; and the Counties of Bergen, Essex, Hudson, Middlesex, Passaic and Union in New Jersey
The Counties of Bucks, Chester, Delaware, Montgomery and Philadelphia in Pennsylvania and the Counties of Burlington and Gloucester in New Jersey
Multnomah County
St. Charles and St. Louis Counties
San Diego County
Counties of San Francisco, Sonoma, Marin, San Mateo, Santa Clara, Santa Cruz, Contra Costa, Alameda, Santa Barbara
King County
Cities of Alexandria, Falls Church, Fairfax; the Counties of Arlington, Loudoun and Fairfax in Virginia; and the Counties of Montgomery and Prince Georges in Maryland

I Rights to Access and Contest Data

This Appendix explains our understanding of employees' rights, under statute, to access and contest information in personnel and supervisory files. The explanation is for informational purposes only and is not subject to the dispute resolution procedures of this Plan. The information provided may be affected by future changes in law and rule.

Under the provisions of the Minnesota Data Practices Act, an employee has the right to access personnel data and to authorize release of such data to representatives, provided that the information is specific to the individual making the request and has not been designated as confidential or protected non-public. In State agencies, personnel data on employees are maintained by Human Resource Offices and management/supervisory staff. The contents of these personnel files, other than any data designated as confidential or protected non-public, shall be disclosed to the employee on request and in accord with agency procedures. Questions about the contents of these files should be directed to the person responsible for maintaining the data.

Additionally, an employee has the right to formally contest the accuracy or completeness of these data. To exercise this right, the employee must notify the responsible authority in writing describing the nature of the disagreement. Within 30 days, the responsible authority must either 1) correct the data found to be inaccurate or incomplete or 2) notify the individual that they believe the data to be correct. This determination may then be appealed under the Administrative Procedures Act relating to contested cases. Further details are provided in Minnesota Statutes 13.04, subdivision 4, and Minnesota Rules, Chapter 1205. The process is subject to future changes in law and rule. Employees do not have a unilateral right to decide what material should be placed in their personnel files, only to contest whether information placed there by the responsible authority is complete and accurate.

Other Policies; Statewide Policy on FMLA

Following is a list of other documents which may be of interest to managers covered by this Plan. To review a copy, contact your agency human resource office. In addition, the asterisked items are available on the Minnesota Management & Budget's web page at www.mmb.state.mn.us.

*Frequently Asked Question on FMLA (Family and Medical Leave Act) -- revised May, 2006

State of Minnesota Travel Policy (Department of Administration)

*State of Minnesota Zero Tolerance of Sexual Harassment Policy -- updated 6/17/96

*Statewide Policy on Drug and Alcohol Abuse – revised 9/19/95

Statewide Policy on Electronic Communication and Technology Ethics -- dated 11/15/97

*Statewide Policy on Reasonable Accommodations

*Statewide Policy on Sick Leave -- revised 7/31/97

The following "Statewide Policy on FMLA" is subject to change by the Employer and is not appealable under this Plan.

1/09

STATEWIDE POLICY ON FMLA

Purpose

To provide guidelines to agencies on implementation of the Federal Family Medical Leave Act of 1993 (FMLA) and the regulations thereunder.

Policy

Every fiscal year, the State of Minnesota will provide up to 12 weeks of job-protected leave to "eligible" employees for certain family and medical reasons consistent with the FMLA, relevant State law, and collective bargaining agreements and plans.

In addition, an eligible employee is entitled to 26 workweeks of leave to care for a covered servicemember with a serious injury or illness during a "single 12-month period."

Definitions

Listed below are the definitions of specific words and phrases as used in the Family Medical Leave Act. These definitions are intended to be used solely in relation to the provisions of the Family Medical Leave Act, and should not be expanded to any other situation. Following each heading is a citation number from the regulations published in 2009.

“ACTIVE DUTY” 825.126

“Active duty” is defined as duty under a call or order to active duty (or notification of an impending call or order) in support of a contingency operation and includes,

- 1) Retired members of the Regular Armed Forces and members of retired Reserve who retired after completing 20 years of active service;
- 2) All reserve unit component members in case of war or national emergency;
- 3) Unassigned members of the Ready Reserve; and
- 4) The National Guard and state military during war or cases of national emergency as declared by the President or Congress.

“COVERED SERVICEMEMBER” 825.126

This includes the employee’s spouse, son, daughter (including employee’s biological, adopted, or foster child, step child, legal ward or a child for whom the employee stood in loco parentis), or parent (including employee’s biological adoptive, step or foster father or mother or any other individual who stood in loco parentis) on active duty or called to active duty service.

"EMPLOYEE IS NEEDED TO CARE FOR A FAMILY MEMBER OR A COVERED SERVICEMEMBER" 825.124 and 825.127

This encompasses both physical and psychological care which include situations where:

- 1) Because of a serious health condition, the family member or covered servicemember is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.
- 2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.
- 3) The employee may be needed to fill in for others who are caring for the family members or covered servicemembers, or to make arrangements for changes in care, such as transfer to a nursing home.
- 4) The employee may be needed to care for a covered servicemember with a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy or in outpatient status, or otherwise on the temporary disability retirement list.

"HEALTH CARE PROVIDER" 825.125

- a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.
- b) Others capable of providing health care services including only:
 - Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.

- Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law.
- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.
- Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.122

Incapable of self-care means that the individual requires active assistance or supervision to provide daily self-care in three or more of the "activities of daily living" (ADLs) or "instrumental activities of daily living" (IADLs).

"IN LOCO PARENTIS" 825.122

Persons who are "in loco parentis" include those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.

"NEXT OF KIN" 825.127

The next of kin of a covered service member is the nearest blood relative, other than the covered servicemember's spouse, parent, son or daughter, in the following order of priority:

- 1) Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
- 2) Brothers and sisters;
- 3) Grandparents;
- 4) Aunts and uncles;
- 5) First cousins;

unless the covered servicemember has specifically designated in writing another blood relative for the purposes of military caregiver leave under the FMLA.

"PARENT" 825.122

A biological, adoptive, step or foster parent or an individual who stands or stood in loco parentis to an employee when the employee was a child. This term does not include parents "in law".

"PHYSICAL OR MENTAL DISABILITY" 825.122

A physical or mental impairment that substantially limits one or more of the major life activities of an individual.

“QUALIFYING EXIGENCY” 825.126

Eligible employees may take FMLA leave while the employee’s spouse, son, daughter or parent (the “covered military member”) is on active duty or called to active duty for one or more of the following qualifying exigencies:

- 1) **Short notice deployment** – leave to address issues that arise from the fact that a covered servicemember is notified of an impending call or order to active duty seven days or less prior to the date of deployment. Leave under this event can be used for a period of seven calendar days beginning on the date the covered military member is notified of the impending call or order to active duty.
- 2) **Military events and related activities** – leave to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status of the covered military member or to attend family support or assistance programs and information briefings sponsored or promoted by the military, military service organizations or the American Red Cross that relate to the active duty or call to active duty.
- 3) **Children and school activities** – events include:
 - (a) Leave to arrange for alternative childcare if the call to duty necessitates a change in existing childcare arrangements.
 - (b) Leave to provide childcare on an urgent immediate basis provided such care arises from the call to active duty.
 - (c) Leave to enroll in or transfer to a new school or day care facility when necessitated by the active duty status.
 - (d) Leave to attend meetings with staff at a school or daycare facility, such as meeting with school officials regarding disciplinary measures, parent-teacher conferences, or meeting with school counselors when such meetings are necessary due to circumstances arising from the call to active duty.
- 4) **Financial and legal arrangements** – events include:
 - (a) Leave to make or update financial or legal arrangements to address the covered military member’s absence while on active duty or call to active duty such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, obtaining military identification cards or updating a will or living trust.
 - (b) Leave to act as covered military member’s representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military services benefits while the covered servicemember is on active duty and for a period of 90 days following the termination of the covered servicemember’s active status.
- 5) **Counseling** – leave to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or for a child, provided that the need for counseling arises out of the active duty or call for active duty.
- 6) **Rest and recuperation** – leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during a period of deployment. Employees may take up to five days for each instance of rest and recuperation.

7) **Post deployment activities** – events include:

- (a) Leave to attend ceremonies, reintegration briefing and events or any other official programming or ceremony sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status.
- (b) Leave to address issues that arise from the death of a covered military member while on active duty status such as meeting and recovering of the body and making funeral arrangements.

8) **Additional activities** – Leave to address other events that arise out of the covered military member's active duty or call to active duty status provided that the employer and employee agree that such leave qualifies as an exigency and both agree to the timing and extent of the leave.

"SERIOUS HEALTH CONDITION" 825.114 and 825.115

For purposes of the FMLA, serious health condition means an illness, injury, impairment, or physical or mental condition that involves:

A. **Inpatient care**, i.e., an overnight stay, in a hospital, hospice, or residential care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care; or

B. **Continuing treatment** by a health care provider that involves:

- 1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three consecutive calendar days; and**
- 2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:
 - (a) **Treatment two or more times** within 30 days of the first day of incapacity, unless extenuating circumstances, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; **or**
 - (b) **Treatment** by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

The first (or only) treatment visit to a health care provider must be within seven (7) days of the first day of incapacity.

C. **Pregnancy.** Any period of incapacity due to pregnancy, or for prenatal care. This absence qualifies for FMLA leave even though the employee does not receive treatment from a health care provider during the absence, and even if the absence does not last more than three days; or

D. **Chronic serious health condition.** Any period of incapacity or treatment for such incapacity due to a chronic serious health care condition.

Chronic serious health condition is defined as one which:

- (a) Requires periodic visits (defined as at least twice per year) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and
 - (b) Continues over an extended period of time; and
 - (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or
- E. **Permanent or long term condition.** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease); or
- F. **Multiple treatments.** Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

Specific Exclusions. Routine physical, eye, or dental examinations, and cosmetic treatments, cold, flu, and earaches without complications are ordinarily excluded.

Specific Inclusions. The following conditions are included in the definition of serious health condition if all the conditions of the FMLA are met:

- A. Mental illness
- B. Allergies; and
- C. Substance abuse. Leave may only be taken for treatment of substance abuse by a health care provider or by a provider of health care services on referral by a health care provider. Absence due to an employee's use of the substance does not qualify for FMLA leave.
825.119

"SERIOUS INJURY OR ILLNESS OF A COVERED SERVICE MEMBER" 825.127

An injury or illness incurred by a covered service member in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank or rating.

"SON" OR "DAUGHTER" 825.122

A biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and "incapable of self-care" because of a mental or physical disability at the time that FMLA leave is to commence.

"SPOUSE" 825.122

A spouse means a husband or wife as defined or recognized under state law for purposes of marriage in the state where the employee resides, including common law marriage in states where it is recognized.

Where the health care provider finds that the employee is unable to work at all or is unable to perform any one of the essential functions of the employee's position within the meaning of the Americans with Disabilities Act. A person who must be absent to receive medical treatment for a serious health condition is considered to be unable to perform the essential functions during the absence for the treatment.

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least 12 months. The 12 months need not be consecutive, provided the employee's prior service occurred within the last seven years or, if the break in service was longer than seven years, was due to the employee's duty to fulfill his or her National Guard or Reserve military service obligation.
2. In addition, the employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff. An employee returning from fulfilling his or her National Guard or Military obligation shall be credited with the hours of service that would have been performed but for the period of military service.

B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child, and to care for such child.
2. For the placement with an employee of a child for adoption or foster care.
3. To care for the employee's spouse, son or daughter, or parent with a serious health condition.
4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.
5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.
 - a) In order to care for a covered service member, the eligible employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.
 - b) Under this provision, employees are entitled to 26 weeks of leave during a single 12-month period.
 - c) The single 12-month period begins on the first day the eligible employee takes FMLA to care for the covered servicemember and ends 12 months after that date.

- d) If the member does not take the full 26 weeks during the single 12-month period, any remaining part of the 26 weeks is forfeited.
- e) Leave entitlement is to be applied on a per covered servicemember, per injury basis, thus entitling an employee to more than one period of 26 weeks of leave if the leave is to care for same servicemember with a subsequent injury or illness or if it is to care for a different covered servicemember, except that no more than 26 workweeks of leave may be taken in a single 12-month period.
- f) An eligible employee is entitled to combine a total to 26 weeks of leave for any FMLA qualifying reason during the single 12-month period provided that the employee is entitled to no more than 12 weeks of leave for one or more of the following:
 - i. Birth of son or daughter
 - ii. Placement of son or daughter with the employee for adoption or foster care
 - iii. To care for a spouse, son, daughter or parent who has a serious health condition
 - iv. Because of the employee's own serious health condition.
 - v. Because of a qualifying exigency.

C. Employer's Response to the Employee's Request for FMLA Leave

When an employee requests FMLA qualifying leave, or when the employer acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the employer must notify the employee of the employee's eligibility to take FMLA leave. In addition, each time an eligibility notice is given, the employer must provide the employee with the following:

1. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.
2. The leave will be counted against the employee's twelve weeks of FMLA leave.
3. Any certification requirements (of a serious health condition, serious injury or illness or qualifying exigency) and the consequences of failing to furnish such certification.
4. Employee's right to use paid leave, whether the employer requires the substitution of paid leaves, and the employee's right to take unpaid leave if the employee does not meet the requirements for paid leave.
5. Requirements concerning payment of health insurance premiums.
6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work after taking the leave.
7. The employee's rights to maintenance of benefits and restoration to the same or an equivalent job upon return from FMLA leave.
8. The employee's status as a "key employee" and its potential consequences.

D. Certification Requirements

1. In most cases, the Appointing Authority will request that an employee furnish certification where the requested leave is to care for a covered family member with a serious health condition or due to the employee's own serious health condition.
2. The Appointing Authority may require that an employee's leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness be supported by a certification;
3. In most cases, the Appointing Authority will request the certification at the time the request for leave is made, or in the case of an unforeseen leave, within five (5) business days after the leave commences. However, the Appointing Authority may request a certification at some later date if it has reason to question whether the leave is appropriate or its duration.
4. If the Appointing Authority finds that any certification is incomplete or insufficient, it will advise the employee, and will state what additional information is needed.
5. If the required certification is not provided, the taking of the leave may be denied. In all cases it is the employee's responsibility to provide a complete and sufficient certification.
6. The Appointing Authority may request a fitness for duty certificate upon the employee's return to work.

E. Designating Leave and Required Notices

When the employer has enough information to determine whether the leave is being taken for an FMLA-qualifying reason (e.g. after receiving a completed certification), the employer must notify the employee of its determination within five (5) business days absent extenuating circumstances. If the employer is designating the leave as FMLA-qualifying, this notification should include the following:

1. The amount of the leave counted against the employee's leave entitlement, including, if known, the number of days, hours or weeks that will be counted.
 - a. If it is not possible to provide the amount because the need for the leave is unscheduled, the employee has the right to request this information but not more often than once in a 30-day period and only if leave was taken during that period.
2. Whether the employer will require paid leave to be substituted for unpaid leave, and that paid leave taken will be counted as FMLA leave.
3. Whether the employer will require the employee to provide a fitness-for-duty certification, and whether the fitness-for-duty certification must address the employee's ability to perform the essential functions of the job.

If the employer determines that the leave will not be designated as FMLA-qualifying (e.g. the leave is not for a reason covered by the FMLA or the FMLA leave has been exhausted), the employer must notify the employee of that determination.

Retroactive Designation: The employer may retroactively designate leave as FMLA with appropriate notice to the employee, provided that its failure to timely designate the leave does not cause harm or injury to the employee. In all cases, the employee and employer may mutually agree that leave be retroactively designated as FMLA leave.

II. Coordination With Collective Bargaining Agreements/Plans

- A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., medical leave or personal leave, dependent on which leave is appropriate.
- B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements (e.g., for the employee's own serious health condition). The employer shall only require an employee to use vacation in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. **All paid time counts toward the twelve (12) weeks of FMLA qualifying leave.**
- C. Complying with notice/call-in policies of the Appointing Authority. An Appointing Authority may require an employee to comply with its usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to comply may result in the delay or the denial of the leave.

III. Job Benefits and Protection

- A. During an FMLA qualifying leave, the employee and dependent health and dental insurance is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.
- B. An eligible employee returning from a FMLA qualifying leave is entitled to be returned to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.
- C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

IV. General Provisions

A. Recordkeeping

- 1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.
- 2. The records must disclose the following:
 - (a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.
 - (b) Dates FMLA qualifying leave is taken.
 - (c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.

- (d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.
- (e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.
- (f) Premium payments of employee benefits.
- (g) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.
- (h) Records and documents relating to medical certifications or medical histories of employees or employees' family members, which shall be maintained in separate confidential files.

B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees and applicants for employment would normally expect to find official notices, and may also be posted electronically, provided that it is in a conspicuous place on the Appointing Authority's website and is accessible to both applicants and current employees.
2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.
3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave and to each new employee upon hire.

C. Appeal Process

If an employee believes that their rights under the FMLA have been violated, he/she may:

1. Internal
 - a) Contact their Human Resources office, or;
 - b) Contact their Labor Union/Association.
2. External
 - a) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.
 - (1) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories or on the Department of Labor's website.
 - (2) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.

- (3) No particular form is required to make a complaint, however the complaint must be reduced to writing and include a statement detailing the facts of the alleged violation.

or;

- b) File a private lawsuit pursuant to section 107 of the FMLA.

- (1) If the employee files a private lawsuit, it must be filed within two (2) years of the alleged violation of the Act, or three (3) years if the violation was willful.

1/09

FREQUENTLY ASKED QUESTIONS

1. *Which employees are eligible for an FMLA qualifying leave?*

An "eligible employee" is a State employee who:

- a) Has been employed by the State for at least 12 months, and
- b) Has worked and been compensated for at least 1,250 hours during the 12-month period immediately preceding the leave (this does not include vacation, sick leave, other paid leave, or compensatory time - this does include overtime worked).

2. *Are only permanent employees eligible for FMLA qualifying leave?*

No, non-permanent employees are eligible if they meet the requirements stated under question number one above. If employees are not in insurance eligible status, they are only eligible for unpaid time off and not the insurance benefits.

3. *Under what circumstances are employees eligible to take a FMLA qualifying leave?*

- a) For birth of the employee's child, and to care for the newborn child;
- b) For placement with the employee of a child for adoption or foster care;
- c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
- d) Because of a serious health condition that makes the employee unable to perform the functions of the employee's job.
- e) Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.
- f) To care for a covered service member who became ill or was injured as a result of active duty service.

4. *How much time may an employee take as FMLA qualifying leave?*

Eligible employees may take up to twelve work weeks of leave during each fiscal year with the following exceptions:

Exceptions:

If the leave is to care for a covered service member who became ill or was injured as a result of active duty or call to active duty service, refer to question No. 5.

If a husband and wife both work for the State, refer to Question Nos. 6 and 7.

If the leave is taken for the birth of a child or the placement of a child for adoption or foster care, refer to Question No. 9.

5. *How much time may an employee take as FMLA qualifying leave to care for a covered service member who became ill or is injured as a result of active duty or call to active duty service?*

Eligible employees may take up to 26 weeks within a single 12-month period. The 12 month period begins on the date the employee first takes FMLA leave to care for the covered service member and ends 12 months after that date.

6. *If both husband and wife are State employees, are they both eligible for twelve weeks of FMLA qualifying leave during the fiscal year?*

Yes. However, a husband and wife may take only a combined total of twelve weeks of FMLA qualifying leave per fiscal year under the following situations:

- a) For the birth of a son or daughter and to care for the newborn child;
- b) For placement of a child with the employee for adoption or foster care;
- c) To care for the employee's parent (not parent-in-law) who has a serious health condition.
- d) Because of a qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

7. *If both husband and wife are State employees, are they both eligible for 26 weeks of FMLA qualifying leave to care for a covered service member who becomes ill or is injured as a result of active duty or active duty service?*

Yes. However, a husband and wife can take only a combined total of 26 weeks of FMLA qualifying leave during a single twelve month period.

8. *If an employee uses 12 weeks of FMLA qualifying leave in one fiscal year, are they allowed another 12 weeks the following fiscal year for the same condition?*

Yes, provided the employee still meets all the eligibility criteria (including 1250 hours worked in the year preceding the request).

9. *If FMLA qualifying leave is taken for the birth of a child, or for placement of a child for adoption or foster care, must the leave be completed within a specific period of time?*

Although it is possible that an employee could qualify for two separate FMLA qualifying leaves for the birth or placement of a child (under the condition explained in Question No. 8 above), all FMLA qualifying leaves must be completed within 12 months of the birth or placement of a child. The 12-month period begins on the date of birth or placement.

10. *Does FMLA leave have to be taken all at once, or can it be taken intermittently?*

FMLA qualifying leave taken for the employee's own serious health condition, for the serious health condition of the employee's spouse, son, daughter, or parent, or to care for a covered servicemember with a serious injury or illness may be taken intermittently or on a reduced schedule if "medically necessary" and if that medical need can best be accommodated by an intermittent schedule. If the need for intermittent leave or a reduced schedule is documented by the employee's or family member's health care provider as "medically necessary", such leave shall be granted. Intermittent leave for the birth/placement of a child may be granted at the discretion of the Appointing Authority. The Appointing Authority's agreement is not necessary if the mother has a serious health condition in connection with the birth or if the newborn child has a serious health condition.

Leave due to a qualifying exigency may be taken on an intermittent or reduced schedule basis.

11. *Is an employee required to use paid sick leave for certain FMLA qualifying leaves?*

Yes. FMLA allows an employer to require the use of paid leave for certain qualifying events as stated under the terms of the collective bargaining agreements and compensation plans. Employees must use sick leave for the reasons authorized by the bargaining agreement/plan provisions. The FMLA does not require an employer to expand the use of paid leave.

12. *Are there circumstances under which an employee may request to receive paid vacation or compensatory time in conjunction with FMLA?*

An employee may request and receive paid vacation or compensatory time. Granting of vacation or compensatory time is not subject to any other employer requirements such as seniority or staffing needs.

However, the employee must make a reasonable effort to schedule foreseeable qualifying leave so as not to unduly disrupt the employer's operation. If the employee is unable to provide sufficient documentation to determine FMLA eligibility, the employee shall be placed on unpaid leave until such documentation is made available to the employer.

13. *How do you determine the amount of FMLA qualifying leave used if an employee works a fixed part-time schedule or the employee's schedule varies from week to week?*

The amount of FMLA qualifying leave is determined on a prorata basis by comparing the requested schedule with the employee's normal schedule.

Where the schedule varies from week to week to such an extent that the employer is unable to determine with any certainty the number of hours the employee would have worked, a weekly average of the hours scheduled over the 12 months prior to the beginning of the leave period is used to calculate the employee's leave entitlement.

14. *How can an Appointing Authority determine if a request for leave is a FMLA qualifying leave?*

- a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?" An employee giving notice of the need for FMLA leave must explain the reasons for the needed leave so as to allow the Appointing Authority to determine whether it is qualifying.
- b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.
- c) If the employee fails to explain the reason, leave may be denied.

15. *How can an employee determine if his or her request for time off qualifies under FMLA?*

- a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.
- b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

16. *Can an FMLA qualifying leave extend an employee's period of employment?*

No.

17. *What are an employee's job protection rights upon return from an unpaid FMLA qualifying leave?*

An eligible employee shall be restored to the same position that the employee held when the FMLA qualifying leave began, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment such as same shift, equivalent hours, etc.

18. *How does an FMLA qualifying leave coordinate with the Statewide Sick Leave Policy?*

The Act prohibits an employer from discriminating against employees who use FMLA qualifying leave. Therefore, the FMLA qualifying leave cannot be referred to in any employment actions including but not limited to discipline and selection.

19. *Can employees choose whether or not they want to use FMLA qualifying leave?*

No. It is the employer's responsibility to designate leave as qualifying under FMLA. An employee may not choose whether leave shall be counted as FMLA qualifying leave.

20. *How can an employer verify an employee's need for leave because of a "serious health condition"?*

The Appointing Authority's FMLA designation decision must be based only on information received from the employee or the employee's spokesperson.

An employer may also require an employee to obtain certification of a "serious health condition" from the employee's health care provider. The employer can pay for a second opinion if it doubts the validity of the original certification. If the second opinion conflicts with the first, the employer may pay for a third opinion. The provider of the third opinion must be jointly approved by the employer and employee. The third opinion will be final.

If a leave request is for the serious health condition of a family member, the employer can require the employee to provide certification from the family member's health care provider.

21. *Is an employee eligible to continue health insurance benefits during a FMLA qualifying leave?*

During an FMLA qualifying leave, the employee and dependent health and dental insurance coverage is maintained on the same basis as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Employees who receive the partial employer contribution must continue to pay their portion of the premium in order to retain this coverage. If the employee fails to make their premium payments, they will lose the coverage and may not be covered for any claims which may have occurred while on FMLA qualifying leave.

22. *What other insurance coverage may an employee continue during a FMLA qualifying leave?*

An employee may continue all coverage which they had prior to going on the FMLA qualifying leave, by paying the full cost of the premium. This includes, but is not limited to, basic, optional, spouse, child life insurance and short term and long term disability insurance. If the employee takes leave due to a work-related disability, short term disability may not be continued. It may be reinstated upon the employee's return to work.

23. *May an employee choose not to retain health and dental coverages while on a FMLA qualifying leave?*

Yes, an employee may choose not to retain these coverages. The coverages will be reinstated upon the employee's return to work.

24. *May an employee choose not to retain optional coverages while on a FMLA qualifying leave?*

Yes, however, they may have the coverages reinstated upon return to work, if the return to work is within the allotted twelve weeks of FMLA qualifying leave. If the leave goes beyond twelve weeks, the employee must reapply with evidence of good health. If an employee chooses not to retain optional coverages, they will not be covered for any claims that may have occurred while they were on leave.

25. *If an employee terminates employment during the FMLA qualifying leave, may the employer recoup the costs of the premiums paid?*

Yes, an employer may recover its share of health/dental insurance premiums paid during a period of unpaid FMLA qualifying leave from an employee if the employee fails to return to work for at least thirty (30) calendar days after the leave unless the employee does not return due to the continuation, recurrence or onset of the serious health condition, or due to other circumstances beyond the employee's control.

26. *What are an employee's COBRA rights in relation to an FMLA qualifying leave?*

As it relates to FMLA qualifying leave, the COBRA qualifying event is termination of employment, or the end of the leave - whichever comes first. Once the COBRA qualifying event occurs, the employee may choose to "continue" health and dental by paying the entire cost of coverage - even though the employee did not pay their share of the premium during the FMLA qualifying leave.

27. *What can employees do if they believe that their rights under FMLA have been violated?*

The employee has the choice of:

- a) Filing, or having another person file on his or her behalf, a complaint with the Secretary of Labor, or
- b) Filing a private lawsuit pursuant to section 107 of FMLA.

28. *How are employees protected who request leave or otherwise assert FMLA rights?*

The FMLA prohibits an employer from interfering with, restraining, or denying the exercise of (or attempts to exercise) any rights provided by the Act.

29. *Do State laws providing family and medical leave still apply?*

Nothing in FMLA supersedes any provision of State law. However, if leave qualifies for FMLA and for leave under State law, the leave used counts against the employee's entitlement under both laws.

30. *If an employee is on a non-medical leave of absence that also qualifies as an FMLA-protected leave, should that employee's leave accrual date be adjusted?*

No. Accrual dates shall not be adjusted for employees on FMLA-qualifying leaves whether medical or not.

31. *Do employees earn sick and vacation accruals when they are on unpaid FMLA-qualifying leaves?*

No. Employees only earn sick and vacation accruals when they are in a paid status. In addition, an employee being paid less than eighty (80) hours in a pay period due to an FMLA-qualifying unpaid leave will have his/her sick/vacation accruals prorated.

32. *Are employees on FMLA-qualifying leaves allowed to earn holiday pay during their leave?*

Only if they are in a paid status on the normal work day before and after the holiday.

33. *Does workers' compensation leave count against an employee's FMLA leave entitlement?*

It can. FMLA qualifying leave and workers' compensation leave may run concurrently, provided the reason for the absence is due to a qualifying serious illness or injury, and the employer properly notifies the employee in writing that the leave will be counted as FMLA leave.

34. *Can an employer count missed overtime hours against the employee's FMLA entitlement?*

Yes, if an employee would normally be required to work overtime, but is unable to do so because of an FMLA-qualifying reason that limits his/her ability to work overtime, the hours which the employee would have been required to work may be counted against the employee's entitlement (e.g., employee normally would be required to work 48 hours, but due to a serious health condition, can only work 40 hours. The employee would use 8 hours of FMLA-protected leave). Voluntary overtime hours that an employee does not work due to the FMLA reason may not be so counted.

For more information, contact human resources or your union representative.

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Managers in the Minnesota State Colleges and Universities

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