

AGREEMENT

between the

STATE OF MINNESOTA  
(Departments of Public Safety and Natural Resources)

and the

BUREAU OF CRIMINAL APPREHENSION  
AGENTS' ASSOCIATION,

MINNESOTA CONSERVATION OFFICERS' ASSOCIATION

and

MINNESOTA STATE PATROL TROOPERS' ASSOCIATION

July 1, 1987 through June 30, 1989

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## PREAMBLE

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1988, by and between the State of Minnesota and its Department of Public Safety and Department of Natural Resources, hereinafter referred to as the EMPLOYER, and the Bureau of Criminal Apprehension Agents' Association, Minnesota Conservation Officers' Association, and Minnesota State Patrol Officers' Association, hereinafter referred to as the ASSOCIATION.

Any agreement which is to be included as a part of this Agreement must so indicate, must be reduced to writing, and must be signed by the parties to this Agreement.

## ARTICLE I

### ASSOCIATION RECOGNITION

Section 1. Recognition. The Employer recognizes the Association as the exclusive representative of the employees included in the unit certified by the Bureau of Mediation Services, Case No. 80-PR-1276-A (June 26, 1980) as follows:

#### Unit No. 1, Law Enforcement:

All employees in the classifications included in Law Enforcement Unit No. 1 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 67 work days per year, excluding managerial, supervisory, confidential employees, and other employees 179A.01-179A.25.

Section 2. Job Classifications. Job classifications within the bargaining unit covered by this Agreement are as follows:

Special Agent

Special Agent Team Leader

Natural Resources Specialist 1 (Conservation Officer)

Natural Resources Specialist 2 (Conservation Officer)

Natural Resources Specialist 3 (Conservation Officer)

Natural Resources Specialist 4 (Conservation Officer Pilot)

Natural Resources Specialist 4 (Conservation Officer, Enforcement Training Coordinator)

Natural Resources Specialist 4 (Conservation Officer, Wild Rice Coordinator)

State Patrol Trooper

State Patrol Trooper 1

State Patrol Corporal

excluding all other job classifications.

State Patrol Troopers who are temporarily scheduled to special duty assignments which carry an exempt rank above that of State Patrol Trooper while on such assignment shall be considered as remaining in the bargaining unit, but shall not be entitled to the provisions of this Agreement while so scheduled in an assignment that carries the temporary rank of Captain or above.

Section 3. New Classes. Assignment of newly created classes to a bargaining unit or reassignment of existing classes to a different bargaining unit shall be accomplished in accordance with M.S. 179A.04, Subd. 2 and 179A.09.

The Employer agrees to notify the Association 14 days prior to petitioning for assignment or reassignment of classifications. Upon the Association's request the Employer and the Association shall meet and confer on such proposed assignment or reassignment of classifications.

## ARTICLE II

### NO STRIKE/NO LOCKOUT

Section 1. No Strike. Neither the Association, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, or support any strikes, slow-downs, mass resignations, mass absenteeism, the willful absence from their positions, the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions of compensation or the rights, privileges, or obligations of employment for the duration of this Agreement. In the event that any employee in the unit violates this Article, the Association shall immediately notify any such employee, in writing, with a copy to the Employer, to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate this Article may be discharged or otherwise disciplined.

Section 2. No Lockout. The Employer agrees not to lockout employees for any reason during the term of this Agreement.

## ARTICLE III

### DUES CHECK-OFF

Section 1. Payroll Deduction. The Employer agrees to cooperate with the Department of Finance and the Association in facilitating the deduction of the regular monthly Association dues for those employees in the unit who are members of the Association and who request, in writing, to have their regular monthly Association dues checked-off by payroll deduction.

Section 2. Hold Harmless. The Association agrees to indemnify and hold the Employer and/or the Department of Finance harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer and/or Department of Finance as a result of any action taken or not taken by the Employer and/or Department of Finance under the provisions of this Article, including the deduction and remittance of any fair share fees.

## ARTICLE IV

### NON-DISCRIMINATION

Section 1. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, political affiliation, or any other class or group distinction, as set forth by State or Federal Anti-Discrimination Laws.

Section 2. Association Responsibility. The Association accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, political affiliation, or any other class or group distinction, as set forth by Federal and State Anti-Discrimination Laws.

Section 3. Consistent Application. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed, sex, national origin, religion, political affiliation, age, physical disability, reliance on public assistance, or marital status.

Section 4. Association Membership. The Employer shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association, or participate in an official capacity on behalf of the Association, which is in accordance with the provisions of this Agreement. The Association shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association, and will not discriminate against any employee in the administration of this Agreement because of non-membership in the Association.

Section 5. Jurisdiction. The parties recognize that jurisdiction for the enforcement of such Anti-Discrimination Laws referred to in Sections 1, 2, and 3 hereof, is vested solely in various state and federal agencies and the courts, and, therefore, complaints regarding such matters, except political affiliation, shall not be subject to Arbitration.

## ARTICLE V

### MANAGEMENT RIGHTS

Section 1. Right to Operate and Direct. It is recognized that except as expressly stated herein, the Employer shall retain all rights and authority necessary for it to operate and direct the affairs of the Employer in all of its various aspects, including but not limited to: the right to direct the working forces; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to evaluate employees' performance; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline,

discharge, or relieve employees for legitimate reasons; to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

Section 2. Terms and Conditions of the Agreement. Any term and condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

## ARTICLE VI

### ASSOCIATION RIGHTS

Section 1. Grievance Representatives. Each Association may designate one employee or his/her alternate in each region or patrol district to function as its grievance representative for the region in which he/she is employed. Each grievance representative shall have the authority to determine the validity of grievances and to process them through the appropriate steps of the grievance procedure.

Section 2. Notification. The Association shall notify each Appointing Authority or its designee in writing of the names of the employees designated as Grievance Representatives (as well as alternates) and of any subsequent changes. The Employer shall not be required to recognize or hear grievances presented by employees who are not on the list of designated grievance representatives. The grieving employee and/or the grievance representative may be accompanied by an attorney who has been designated as the Association representative beginning at the 2nd step.

Section 3. Association Access. Upon receiving the Employer's approval, officials of the Association shall be allowed to enter building facilities of the Employer to meet with the employees in the bargaining unit during their lunch and/or break period only, provided such visits shall not interfere with the job duties or responsibilities of any employee.

Section 4. Exclusive Representation. The Employer will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for employees covered by this Agreement.

Section 5. Bulletin Boards. The Employer shall make space available on an official bulletin board for the Association's use in posting notices of meetings, elections, minutes, and newsletters. The Association agrees that notices other than those specified in this Article must be submitted to the Employer for approval prior to being posted.

Section 6. Association/Employer Meetings. The Employer agrees that representatives of the Association and the Employer will meet periodically at mutually convenient times for the purpose of reviewing and discussing their common interests in establishing a constructive Association/Employer relationship.

## ARTICLE VII

### SAFETY

Section 1. Safety Policy. It shall be the policy of the Employer that the safety of the employees, the protection of work areas, the adequate training and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on departmental safety committees as assigned, and to comply with rules promulgated to ensure safety. This employee responsibility shall include the proper use of all safety devices in accordance with recognized safety procedures.

Section 2. Accident Report. All employees who are injured during the course of their employment shall file an accident report no matter how slight the injury, with the designated supervisor, prior to the conclusion of the employee's work day. While the initial report may be given orally, it must be followed up promptly with a written report on the First Report of Injury form.

Section 3. Equipment and Facilities. The Employer will make reasonable effort to provide each employee with safe and adequate equipment, facilities, and support services as necessary for the employee to perform his/her assignment.

Section 4. Dawn Patrol. When employees are assigned to the Dawn Patrol, they will normally work in close proximity to another officer, except in case(s) of emergency. In the event of a layoff, this section shall not be interpreted to require minimum staffing.

## ARTICLE VIII

### ETHICAL STANDARDS AND OFF-DUTY EMPLOYMENT

Section 1. Code of Ethics. Employees in this bargaining unit agree to be bound by the ethical standards contained in the Code of Ethics contained in Appendix C.

Section 2. Off-Duty Employment. An employee may accept outside employment during his/her off-duty hours provided such employment is not illegal and/or would not bring discredit to the position, the division or the department and provided the Employer is notified in writing prior to commencing such employment.

This employment may not be in positions, including but not limited to: bartending, dance hall and/or tavern security (during operating hours), driving wreckers, selling automobile insurance, investigating, adjusting or settling automobile accident claims (except that this does not apply to approved accident reconstructionist work if it complies with limitations set by the State Patrol), and photography in connection with vehicle accidents. Employees shall notify their supervisor of their place of employment so that they may be reached in an emergency. Employees shall be required to cease their outside activities if it is later deemed to be in conflict with this Article.

Disputes concerning such determinations by the Employer prohibiting off duty employment are subject to resolution under Article XVI, Grievance Procedure, Section 4.

Section 3. Equipment Usage. Employees engaged in off-duty employment shall not wear state uniforms or use any other state-provided equipment.

Section 4. Non-Solicitation. When endorsing a candidate for public office or when taking a public position on an issue, an employee shall clearly state that such endorsement or position is personal and does not imply support for such candidate or position by the department.

## ARTICLE IX

### UNIFORMS

Section 1. State Patrol. The Employer shall furnish such articles of clothing specified by the Employer as part of the uniform. Proper maintenance of uniforms shall be the employee's responsibility. The regulation placing limitations on color and style of such items of clothing as shoes, socks, and under garments to be worn while on duty shall not be construed as their being considered as part of the uniform for purposes of this Article.

Section 2. Conservation Officers. The Employer shall furnish each employee such articles of clothing as are specified as part of the uniform valued at \$250 annually. Proper maintenance of uniforms shall be the employee's responsibility. The Employer has the right to set standards for the color, style, cleanliness and condition of such uniforms. The uniform shall include leather boots, dress shoes, and down-like jackets. The Employer shall provide each employee with a soft-body armored vest. Uniforms shall be issued, worn, and maintained in accordance with standards set by the Employer.

The Employer will pay for the initial issue of felt hats, straw hats and any other uniform item that replaces an existing uniform item. The Employer will provide for a direct exchange of hats as needed.

Section 3. Special Agents. Effective July 1, 1981, the Employer agrees to provide each Special Agent covered by this Agreement, a two-hundred dollar (\$200.00) per year uniform allowance.

## ARTICLE X

### HOLIDAYS

Section 1. Observed Holidays. The following days shall be observed as paid holidays for all eligible (non-temporary) employees assigned to a Monday through Friday five (5) day operation including all Conservation Officers assigned to the Department of Natural Resources Central Office, all Troopers assigned to office duties or to the civil weights, mobile scales, safety education and warrants special job assignments, all Special Agents and Special Agent Team Leaders:



Friday, July 3, 1987 - Independence Day  
 Monday, September 7, 1987 - Labor Day  
 Wednesday, November 11, 1987 - Veterans Day  
 Thursday, November 26, 1987 - Thanksgiving Day  
 Friday, November 27, 1987 - Day after Thanksgiving  
 Friday, December 25, 1987 - Christmas  
 Friday, January 1, 1988 - New Year's  
 Monday, January 18, 1988 - Martin Luther King's Birthday  
 Monday, February 15, 1988 - Presidents Day  
 Monday, May 30, 1988 - Memorial Day  
 Monday, July 4, 1988 - Independence Day  
 Monday, September 5, 1988 - Labor Day  
 Friday, November 11, 1988 - Veterans Day  
 Thursday, November 24, 1988 - Thanksgiving Day  
 Friday, November 25, 1988 - Day after Thanksgiving  
 Monday, December 26, 1988 - Christmas  
 Monday, January 2, 1989 - New Year's  
 Monday, January 16, 1989 - Martin Luther King's Birthday  
 Monday, February 20, 1989 - Presidents Day  
 Monday, May 29, 1989 - Memorial Day

The following days shall be observed as paid holidays for all eligible employees assigned to a six (6) or seven (7) day operation including all Conservation Officers, Conservation Officer Trainees and Field Investigators and Troopers not assigned to Monday through Friday five (5) day operations, as specified above.

Saturday, July 4, 1987 - Independence Day  
 Monday, September 7, 1987 - Labor Day  
 Wednesday, November 11, 1987 - Veterans Day  
 Thursday, November 26, 1987 - Thanksgiving Day  
 Friday, November 27, 1987 - Day after Thanksgiving  
 Friday, December 25, 1987 - Christmas  
 Friday, January 1, 1988 - New Year's  
 Monday, January 18, 1988 - Martin Luther King's Birthday  
 Monday, February 15, 1988 - Presidents Day  
 Monday, May 30, 1988 - Memorial Day  
 Monday, July 4, 1988 - Independence Day  
 Monday, September 5, 1988 - Labor Day  
 Friday, November 11, 1988 - Veterans Day  
 Thursday, November 24, 1988 - Thanksgiving Day  
 Friday, November 25, 1988 - Day after Thanksgiving  
 Sunday, December 25, 1988 - Christmas  
 Sunday, January 1, 1989 - New Year's  
 Monday, January 16, 1989 - Martin Luther King's Birthday  
 Monday, February 20, 1989 - Presidents Day  
 Monday, May 29, 1989 - Memorial Day

Employees shall also receive one (1) floating holiday each fiscal year of the Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The Appointing Authority may limit the number of employees that may be absent on any given day, subject to the operating needs of the Appointing Authority. Floating holidays may not be accumulated.

## Section 2. Alternate Days.

- A. General. For all employees who are normally scheduled Monday through Friday, when any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday. When any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.
- B. State Patrol. For State Patrol Troopers who are not normally scheduled Monday through Friday, and who are to be off duty on any of the holidays, such Troopers shall be compensated in cash for a normal day's pay at their regular straight time rate for each of the foregoing holidays, in addition to compensation for the hours actually worked during the week.
- C. Conservation Officers. Employees will be credited with eight (8) hours of compensation for each of the holidays, provided the employee is in a payroll status the scheduled work day preceding the observed holiday and the scheduled work day following the observed holiday.

Section 3. Entitlement. To be entitled to receive a paid holiday, an eligible employee must be in payroll status on the scheduled work day preceding the observed holiday, and the scheduled work day following the observed holiday.

Section 4. Holidays Worked. Employees who work on any of the above stated holidays shall be compensated at the rate of time and one-half (1 1/2) for all hours worked in addition to straight-time compensation for the holiday.

Section 5. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 1 above, falls on any employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify his/her supervisor in writing at least forty-five (45) calendar days prior to the religious holiday. Such days off shall be taken without pay, or upon the election of the employee, shall be charged against accumulated vacation leave.

Section 6. Administrative Time. Employees of the Department of Public Safety shall have the option, upon written notice to their Supervisor, to receive overtime pay for holiday work as administrative time in lieu of cash.

Section 7. Pro Rata Pay for Part-Time Employees. Eligible employees who normally work less than full-time and eligible intermittent employees shall have their holiday pay pro-rated on the following basis:

Hours that would have been worked during the pay period had there been no holiday.	Holiday hours earned for each holiday in the pay period.
Less than 9%	0
At least 9%, but less than 19%	1
At least 19%, but less than 29%	2
At least 29%, but less than 39%	3
At least 39%, but less than 49%	4
At least 49%, but less than 59%	5
At least 59%, but less than 69%	6
At least 69%, but less than 79%	7
At least 79%	8

## ARTICLE XI

### VACATIONS

Section 1. Vacation Accumulation. Permanent or probationary full-time employees shall accrue vacation pay according to the following rates:

<u>Continuous Service Requirement</u>	<u>Rates Per Full Payroll Period</u>
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours.
After 8 through 12 years	7 working hours.
After 12 through 20 years	7½ working hours.
After 20 through 25 years	8 working hours.
After 25 through 30 years	8½ working hours.
After 30 years	9 working hours.

Effective July 9, 1975, for purposes of determining changes in employee's accrual rate, Continuous Service Requirement shall not include periods of suspension, unpaid non-medical leaves of absence, if they are at least one (1) full-payroll period in duration. This method will be effective only after this date and shall not be used to change any Continuous Service Requirements determined prior to that date.

Changes in accrual rates shall be made effective at the beginning of the next payroll period following completion of the specific Continuous Service Requirement.

An employee shall not accrue vacation during his/her first six (6) months of continuous service. Upon completion of six (6) months continuous service, the employee shall then accrue his/her vacation beginning from his/her date of hire.

Employees being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with Appendix A. Leave may be accumulated to any amount provided that once per year on a date (or dates) specified by the Appointing Authority, each employee's accumulation must be reduced to two hundred sixty (260) hours or less.

Any employee separated from state service shall be compensated in cash, at his/her then current rate of pay, for all vacation leave to his/her credit at the time of separation, but in no case shall payment exceed two hundred sixty (260) hours.

Employees on a military leave shall earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the employee returns from military leave.

The Employer shall keep a current record of employee vacation earnings and accruals which shall be made available to such employees, upon request.

Vacation days for State Patrol Troopers shall be deemed to be those days that the employee would have normally been scheduled to work had he/she not been on vacation. Other days during the vacation period will be available for a work assignment upon the mutual consent of the employee and the Appointing Authority.

The approval of vacation shall in all cases be made subject to the operating needs of the Employer.

Section 2. Vacation Selection. Reasonable effort shall be made by the Employer to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. Vacation periods will not normally be scheduled for periods in excess of ten (10) consecutive working days. If it is necessary to limit the number of employees on vacation at the same time in a work unit, the vacation schedules shall be established on the basis of seniority in the event of any conflict over the scheduling.

Whenever practicable, employees shall submit written request for vacation at least four (4) weeks in advance of their vacation to their supervisor. When advance written requests are impracticable, employees shall secure the approval of their supervisor at the earliest opportunity. Nothing in this Section shall be construed to preclude employees from requesting and being granted vacation periods of one (1) day. Except for those Conservation Officers at the maximum of their vacation accrual who are about to lose vacation leave, four (4) regular days off shall be scheduled in the payroll period prior to vacation leave being granted. Notwithstanding the above, the Appointing Authority may grant vacation up to 8 hours to Conservation Officers (who are eligible for vacation leave) who have not worked eighty (80) hours as of the last day of the payroll period and who have not taken four (4) regular days off in the payroll period.

Section 3. Vacation Charges. Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half (1/2) hour except to permit utilization of lesser fractions that have been accrued. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day. Vacation charges shall be computed on the basis that each work day is equal to eight (8) hours.

Section 4. Cancellation of Vacation Leave. In the event the Appointing Authority finds it necessary to cancel a scheduled vacation, the affected employee shall be given priority consideration in rescheduling his/her vacation. When the Appointing Authority cancels vacation leave for State Patrol Troopers, it shall be subject to the compensation provisions of Article XXV, Overtime.

Section 5. Vacation Accrual Restoration. An employee who is reinstated or reappointed to the State service after June 30, 1983 and within four (4) years from the date of resignation in good standing or retirement shall accrue vacation leave at the same rate and with the same credit for length of service that existed at the time of such separation. This method shall not be used to change any length of service requirements determined prior to July 1, 1983.

## ARTICLE XII

### TELEPHONE EXPENSES

The Employer agrees to pay the cost of the telephone bill of each Conservation Officer. Charges for all personal long-distance calls and other non-standard charges are the responsibility of each employee. Upon request, Conservation Officers shall provide the Employer with the telephone company's monthly listing of long-distance calls and other charges which the Employer has been requested to pay. In no event shall the Employer be liable for any telephone charges incurred by State Patrol Officers, Special Agents and Team Leaders, and Police Training Instructors and Coordinators.

## ARTICLE XIII

### SICK LEAVE

Section 1. Sick Leave Accumulation. Employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of hire until nine hundred (900) hours have been accrued. After nine hundred (900) hours have been accrued and maintained, employees shall then accrue sick leave at the rate of two (2) hours per pay period.

Each agency shall keep a current record of sick leave earnings and accrual which shall be made available to such employees upon request. Employees being paid for less than a full eighty (80) hour pay period will have sick leave accruals pro-rated in accordance with Appendix B.

Section 2. Sick Leave Utilization. An employee shall be granted sick leave with pay to the extent his/her accumulation for absences necessitated by the following conditions:

#### A. Employee.

1. illness or disability, including the period of time that a doctor certifies a female employee unable to work because of pregnancy.
2. medical, chiropractic, or dental care.
3. exposure to contagious disease which endangers the health of other employees, clients, or the public.

#### B. Others.

1. illness of a spouse, minor or dependent children/step-children, or parent/step-parent who is living in the same household of the employee.
2. birth or adoption of a child.
3. to arrange for necessary nursing care for members of the family, as specified in B.1. above.

Sick leave granted under Subsection B above shall be for such reasonable periods as the employee's attendance may be necessary; however, such leave shall be limited to not more than three (3) days to arrange for necessary nursing care for members of the family or birth or adoption of a child. The use of such leave may be extended to cover extenuating circumstances provided prior approval has been received from the Appointing Authority.

The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents, parents of the spouse, grandparents, guardian, children, grandchildren, brothers, sisters, or wards of the employee. In no event shall sick leave with pay be granted beyond the extent of the employee's accumulation.

Employees utilizing sick leave under this Article will have such sick leave first deducted from the nine hundred (900) hour accumulation. Employees having utilized sick leave and who fall below the nine hundred (900) hours accumulation shall again accumulate sick leave at four (4) hours per payroll period until their accumulation again reaches nine hundred (900) hours.

An employee who is reinstated or reappointed to State service after June 30, 1983 and within four (4) years from the date of resignation in good standing or retirement shall have his/her accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department, provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement. This method shall not be used to change sick leave balance restorations determined prior to July 1, 1983.

However, an employee who has received severance pay shall have his/her sick leave balance restored at sixty (60) percent of the employee's accumulated but unused sick leave balance plus seventy-five (75) percent of the employee's accumulated but unused sick leave bank.

Employees utilizing leave under this Article may be required to furnish a statement from a medical practitioner upon the request of the Appointing Authority when the Appointing Authority has reasonable cause to believe that an employee has abused or is abusing sick leave. The abuse of sick leave shall constitute just cause for disciplinary action.

Section 3. Requests. To be eligible for sick leave payment, an employee must notify his/her designated supervisor or his/her designee as soon as possible prior to the starting time of his/her scheduled shift. This notice may be subsequently waived by the supervisor if it is determined that the employee could not reasonably have been expected to comply with this requirement.

Section 4. Sick Leave Charges. An employee utilizing sick leave shall be charged for only the number of hours he or she was scheduled to work during the period of his or her sick leave. In no instance shall sick leave be granted for periods of less than one-half (1/2) hour except to permit utilization of lesser fractions that have been accrued. Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day. Employees who because of the nature of their job schedule their own time shall be limited to a maximum of eight (8) hours of sick leave for each work day.

Section 5. Psychological or Physical Examinations. No employee shall be referred to any counseling, psychiatric, or physical testing or examination unless the Appointing Authority has reasonable cause to believe that the employee is unfit for duty, and, in the event of a referral to a psychological or psychiatric examination, is a threat to the health and safety of either himself/herself or others. Upon request, such referral shall be made in writing to the employee stating in full the reasons for said referral.

If an employee is unable to perform the duties of his/her position as a result of an injury, illness, or disability, the employee may be placed on an unpaid leave of absence for a period not to exceed one (1) year in duration.

A referral for a psychological or psychiatric examination shall be made to a psychologist or psychiatrist associated with a medical institution to be mutually agreed upon by the Appointing Authority and the Association within thirty (30) calendar days of the date of the employer's decision to make the referral. If the parties are unable to mutually agree as stated above, the Appointing Authority shall be free to send an employee to the psychologist or psychiatrist of the Appointing Authority's choosing.

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

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

#### ARTICLE XIV

##### LEAVES OF ABSENCE

Section 1. General Conditions. Except as otherwise provided in this Agreement, request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any absence shall be made until the leave is properly approved. All leaves of absence without pay shall be discretionary with the Employer and must be approved by the Employer in advance.

Deductions from leave accumulations for an employee on leave with pay shall be made on a working day basis and no charge shall be made from leave accumulations for holidays or non-work days occurring at the beginning or during a period of leave with pay. No charge will be made for holidays or non-work days occurring at the end of a period of leave with pay if the employee returns on the first day thereafter or is granted additional leave without pay. If the employee is granted additional leave without pay, such employee will not be credited for a holiday occurring at the end of the period of leave with pay unless and until that employee returns to work at the expiration of the leave without pay. Vacation and sick leave hours shall not be used in the payroll period in which they are earned, but shall be credited to the employee's records at the end of that payroll period. An employee on layoff does not earn vacation and sick leave.

Accrual of vacation and sick leave benefits during the period of leave of absence with pay shall continue. If an employee is granted leave without pay, he/she will not be credited with vacation or sick leave accruals for the period of leave without pay with the exception of approved military leave.

Upon return from an approved leave of absence without pay, the employee shall have his/her previously earned seniority, vacation and sick leave accruals restored. Time spent on an unpaid leave of absence shall not count towards an employee's seniority, with the exception of approved military leaves, maternity/paternity leaves and approved political leaves.

The Employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee is using the leave for purposes other than those specified at the time of approval or under circumstances where the Employer finds that it is necessary that the employee return to work.

## Section 2. Leaves With Pay.

- A. Military Reserve Training. Employees shall be entitled to leave of absence with pay for service in the armed forces of the United States or the State of Minnesota as now or hereafter authorized by law. (M.S. 192.26).
- B. Jury Duty. Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular base rate of pay less the fee received for jury duty, exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work. If an employee is excused from jury duty prior to the end of his/her work shift, he/she shall return to work as directed by the Employer or make arrangements for a leave of absence.
- C. Court Appearance. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena on behalf of the Appointing Authority or other direction of proper authority on behalf of the Appointing Authority other than those instituted by an employee or the exclusive representative.
- D. Voting Time. Any employee who is entitled to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself from his work for the purpose of voting during the forenoon of such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the Employer. Employees who are not eligible to vote or who have not intention to vote shall not be entitled to benefits under this Article. Any Employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.
- E. Leave shall be granted for preparation for and participation in world, Olympic or Pan-American games pursuant to M.S. 15.62, Subd. 3 as amended by Laws of 1979, Chapter 208, Section 1.
- F. Leave shall be granted for the period of time required to report and be processed through pre-induction examination(s) conducted by the armed forces preliminary to military service.



### Section 3. Unpaid Leaves of Absence.

- A. Unclassified Service. Upon approval of the Employer, an Appointing Authority may grant a leave of absence without pay to a permanent or probationary employee to permit the employee to accept a position in the unclassified service. Such leave may be continued during the period of service in the unclassified service position and the employee, upon request to the Employer within sixty (60) calendar days of the termination of the appointment, shall be restored to a position in the same class and with the same status held at the time of the granting of the leave of absence. (M.S. 43.22, Subd. 3).
- B. Military Leave. Employees shall be entitled to military leave of absence without pay as authorized by M.S. 192.261.
- C. Association Business. Upon the request of the Association, the Employer shall approve written requests for leave without pay for employees elected to any Association office or selected by the Association to do work which takes them from their employment with the Employer.
- D. Maternity/Paternity or Adoption. A Maternity/Paternity or Adoption leave of absence shall be granted to a permanent, probationary or unclassified natural parent or adoptive parent for a period not to exceed six (6) months, when requested in conjunction with the birth or adoption of a child. Maternity/Paternity or adoption leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority.
- E. Medical. Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay shall be granted by the Employer for up to one (1) year because of sickness or injury. This leave may be extended at the sole discretion of the Employer.

An Employee requesting a medical leave of absence shall be required to furnish evidence of disability to the Employer, which shall include a statement of the nature of the illness, duration of the leave and the extent of the employee's incapacity to perform his/her duties. When the Employer has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish such reports as are requested by the Employer, the Employer shall have the right to require the employee to return to work on a specified date. Should the employee not return to work on such specified date, it will be considered that the employee has resigned his/her employment with the Appointing Authority.

- F. Personal Leave. Leave may be granted to an employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- G. Precinct Caucus or Convention. Upon forty-five (45) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.
- H. Related Work. Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of state service which is funded by a government or private foundation grant and which is related to the employee's current work.

## I. Political Leaves.

1. The political election and campaign activities of employees shall be governed by M.S. 43A.32.
2. General Conditions for Political Leaves. This unpaid leave of absence shall not affect the employee's accrued seniority rights.

## ARTICLE XV

### DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action by the Appointing Authority shall be imposed for just cause only. Except in cases of discharge, the intent of discipline is to be corrective in nature. Disciplinary actions may include any of the following, but not necessarily in this order.

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

The Appointing Authority may, at its discretion, suspend an employee with pay pending an investigation commenced by the Appointing Authority of alleged misconduct by that employee. However, such suspension with pay shall terminate within twenty (20) working days unless the Appointing Authority or his/her designee requests in writing and the Commissioner of Employee Relations or his/her designee agrees in writing to an extension thereof.

If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. Employees disciplined by written reprimand shall receive a copy of the written reprimand.

When the Appointing Authority suspends, demotes or discharges a permanent employee, he/she shall notify the employee in writing of the reasons for such action, with a copy to the Association.

Section 2. Demotion or Discharge of a Permanent Employee. Except for employees referenced in Section 2, subsection A, the Appointing Authority shall not demote or discharge any permanent employee without just cause. If the Appointing Authority feels there is just cause for demotion or discharge, the employee and the Association shall be notified, in writing, that the employee is to be demoted or discharged with the reasons therefor, and the effective date of the demotion or discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her and to present his/her side of the story. The right to such meeting shall expire at the end of the 5th calendar day after the notice of demotion or discharge is delivered, unless the Appointing Authority and the employee mutually agree otherwise. The demotion or discharge shall not become effective during the period when the meeting may occur. The employee shall remain in paid status during the time between the notice of demotion or discharge and the expiration of the meeting. However, if the employee was not in paid status at the time of the notice of discharge, for reasons other than an investigatory suspension, the requirement to be in paid status does not apply.

A. State Patrol Trooper Procedure.

1. Oral and written reprimands shall be imposed for just cause only. The Appointing Authority shall give the employee a copy of the written reprimand at the time it is imposed. Oral and written reprimands shall not be arbitrable under any provision of this Agreement.
2. A Trooper who has completed six months of continuous employment shall not be suspended, demoted or discharged except for just cause, including those reasons contained in M.S. 299D.03, Subd. 8.

When the State Patrol Chief ("Chief") or his/her designee intends to bring charges against a trooper, he/she shall give the employee and the Association written notice of his/her intent to take disciplinary action and the reasons therefore, except in cases involving immediate suspension or discharge. The Chief shall then set a date for an informal meeting between the Chief or his/her designee, within 5 working days, the Association and the Trooper against whom disciplinary action may be taken. The meeting will be held for the purposes of discussing the proposed charges against the Trooper; to provide an opportunity to hear an explanation of the evidence against him/her; and any disciplinary action under consideration. The employee may present his/her side of the story. Any agreement reached in the informal meeting shall be reduced to writing and signed by both parties.

Notwithstanding the above, the parties may mutually agree that an informal meeting is not necessary or that such meeting would serve no purpose. If either party desires to go forward, the Chief shall hold an informal meeting.

If no agreement is reached and if charges are made against a Trooper they shall be made in writing and be signed and sworn to by the Appointing Authority which may suspend such employee before any hearing on the matter. Such charges shall be served upon the employee personally or by leaving a copy of his/her usual place of abode with some person of suitable age and discretion residing therein.

Section 3. Dismissal of a Probationary Employee. During any period of job probation in this unit, an employee shall not have access to the grievance procedure for the purpose of grieving non-certification or discharge. Probationary employees shall not be subject to any arbitration provision of this Agreement nor shall the employee be subject to the provisions of M.S.A. 299D.03.

Section 4. Personnel Records. The employee shall receive copies of and be permitted to respond to all letters of commendation or complaints that are entered and retained in the employee's official personnel file. Upon written request of an employee, the contents of his/her official personnel file shall be disclosed to the employee, his/her Association Representative, and/or his/her legal counsel. If no disciplinary action is taken against an employee for a period of one (1) calendar year following a written reprimand, upon written request of the employee, the Employer shall remove all records of the written reprimand from the employee's official personnel file. If no disciplinary action is taken against an employee for a period of three (3) calendar years following a suspension or demotion, upon written request of the employee, the Employer shall remove all records of the suspension or demotion from the employee's official personnel file. Notwithstanding any provisions

of this Article, the Association agrees that the Employer may continue to maintain records of prior incidents of disciplinary action after removal from the official personnel file for administrative purposes.

The Employer agrees that when an employee has not formally requested a written reprimand to be removed in accordance with Section 4 above, the written reprimand shall not be offered as evidence in an arbitration.

Section 5. Association Representation. An employee who is to be disciplined by suspension or discharge shall have an Association Representative present when so advised.

Section 6. Disclosure. Prior to any arbitration hearing or a hearing before an arbitrator pursuant to M.S.A. 299D, the Employer and the Association, upon written demand, shall make full disclosure of the names and addresses of all witnesses that either side may call to testify, and shall permit the inspection and copying (with expenses paid by the requesting party) of all documents and physical evidence which may be used at such hearing.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

Section 1. Definition. For the purposes of this Agreement, a grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of the Agreement. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place, and the specific article(s) and section(s) of the Agreement involved. It shall be signed and dated by the employee(s) and/or Association Representative. Employees are encouraged to first attempt to resolve the matter on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction by informal discussion, it shall then be settled in accordance with the procedure listed below.

Section 2. Choice of Remedy. A Trooper who has been charged and is subject to suspension, demotion and discharge shall have five (5) calendar days after being served with said charges to elect in writing either the contract grievance procedure or the 299D.03 statutory appeals procedure, but in no event may he/she use both procedures.

Section 3. Processing Grievances. It is recognized and accepted by the Employer and the Association that the processing of grievances as hereinafter provided is limited by the security requirements and the operational needs of the department and shall, therefore, be accomplished during working hours only when consistent with such needs. The grievance representatives (no more than two) involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours provided the grievance representative and the employee have notified and received the approval of their supervisor(s) to be absent to process the grievance.

If a class action grievance exists, only one of the grievants shall be permitted to appear without loss of pay as spokesperson for the class. The Association will designate the grievant in pay status. Class action grievances are defined as and limited to those grievances which cover more than one employee and which involve like circumstances and facts for the grievants involved.

#### Section 4. Contract Grievance Steps.

STEP 1: If the grievance is not satisfactorily resolved informally and the employee wishes to appeal the grievance to Step 1 of the grievance procedure, it shall be reduced to writing setting forth the nature of the grievance, the facts upon which it is based, the section or sections of the Agreement alleged to have been violated, and the relief requested. No grievance shall be heard which has been filed later than fourteen (14) calendar days after the first occurrence of the event giving rise to the grievance. The Association Officer, and/or his designee, with or without the employee, shall present such first step grievance to the Appointing Authority's designee. The Appointing Authority's designee shall attempt to resolve the matter in an equitable manner and shall respond to the Association Representative within seven (7) calendar days after such presentation.

STEP 2: If the grievance is not satisfactorily resolved in Step 1 and the employee wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred, in writing, to the head of the administrative unit or division director or his/her designee within ten (10) calendar days of receipt of the Appointing Authority's Step 1 answer. The Association Officer and/or his designee shall present the grievance to the Appointing Authority's designee. The Appointing Authority's designee shall respond to the Association Representative within seven (7) calendar days.

STEP 3: If the grievance is not satisfactorily resolved in Step 2 and the employee wishes to appeal the grievance to Step 3, it shall be referred in writing to the Appointing Authority or his/her designee within ten (10) calendar days of receipt of the Step 2 answer. The Association Representative and the Association Officer shall present the grievance to the Appointing Authority. The Appointing Authority shall respond to the Association Representative within seven (7) calendar days.

ARBITRATION: If the grievance remains unresolved and does not involve the dismissal or non-certification of a probationary employee, the Association may refer the grievance to arbitration in writing to the State Negotiator within fourteen (14) calendar days of receipt of the Appointing Authority's answer. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) calendar days after the Association requests such action. If the parties fail to mutually agree upon the arbitrator within the said seven (7) day period, either party may request a list of five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Association shall have the right to strike two (2) names from the panel. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one name and the process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and proceedings shall be borne by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. The decision of the arbitrator shall be final and binding upon the parties and the employee(s). The arbitrator shall hear the grievance at a scheduled meeting

subject to the availability of the Employer and the Association Representative. The arbitrator shall notify the employee, the Association Representative and the Employer of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and on the facts of the grievance presented.

Section 6. Time Limits. If the grievance is not presented within the time limits set forth above, it shall be considered waived. If the grievance is not appealed to the next step or steps within a specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association in each step, and such extension will not be unduly withheld. By the mutual agreement of the Employer and the Association, the parties may waive Steps 1, 2 and 3.

## ARTICLE XVII

### INJURY ON DUTY

The parties recognize that employees working in law enforcement and covered by this Agreement face a high potential for injury due to the nature of their employment. Such employee who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury while in performance of assigned duties, shall be compensated in an amount equal to the difference between the employee's regular rate of pay and benefits paid under worker's compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two hundred and forty (240) times the employee's regular hourly rate of pay per disabling injury.

To be eligible for compensation pursuant to this section, the disabling injury must have been incurred while performing hazardous duty.

## ARTICLE XVIII

### SEVERANCE PAY

All employees who have accrued twenty (20) years or more state seniority shall receive severance pay upon any separation from state service. Employees with less than twenty (20) years state seniority shall receive severance pay upon mandatory retirement, death, or lay off, except for seasonal layoffs. Employees who retire from state service after ten (10) years of state seniority and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and may be paid at the employee's option, over a period not to exceed five years from termination of employment. In the event that a terminated employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate. If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave balance to attain the nine-hundred (900) hour maximum.

Should any employee who has received severance pay be subsequently reappointed to State service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave restored to the employee's credit at the time the employee was reappointed and the amount of accumulated but unused sick leave at the time of the employee's subsequent eligibility for severance pay.

## ARTICLE XIX

### EXPENSE ALLOWANCES

Section 1. General. The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. The employees affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority in accordance with the terms of this Article.

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty-seven (27) cents per mile on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, the Appointing Authority or designee shall authorize that mileage be paid at a rate of twenty-one (21) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence,

shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

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

Section 4. Overnight Travel. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual costs of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$16.00 per week for laundry for each week after the first week.

Section 5. Meal Allowances.

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

1. Breakfast. Breakfast reimbursement may be claimed only if the employee is on assignment away from home station in a travel status overnight, or departs from home in an assigned travel status before 6:00 a.m.
2. Noon Meal. For employees stationed outside the seven (7) county metropolitan area, the following shall apply: lunch reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period. For employees stationed in the seven (7) county metropolitan area, the following shall apply: employees shall not be reimbursed for noon meals obtained in the seven (7) county metropolitan area except when authorized by the Appointing Authority as a special expense prior to incurring such expense.
3. Dinner. Dinner reimbursement may be claimed only if the employee is away from home station in a travel status overnight, or is required to remain in travel status until after 7:00 p.m.

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

Breakfast	---	\$6.00
Lunch	---	\$7.00
Dinner	---	\$12.00

Employees who meet the eligibility requirements for two (2) or more consecutive meals shall be reimbursed for the actual costs of the meals up to the combined maximum reimbursement amount for the eligible meals.

Section 6. Special Expenses. When prior approval has been granted by an Appointing Authority, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of state business, shall also be reimbursed.



Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Employees may request a State issued credit card. If the employee receives such a card, the Appointing Authority and the employee may mutually agree to use a card in place of an advance. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

## ARTICLE XX

### RELOCATION EXPENSES

Section 1. Authorization. When it has been determined by the Appointing Authority that an employee is required to be transferred or reassigned to a different work station, the cost of moving the employee shall be paid by the Employer.

When an employee must change residence as a condition of employment or in order to accept an appointment at a higher salary range offered by a Department, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accordance with the provisions of this Article. Employees who are reassigned, transferred, or demoted to vacant positions in their state agency due to the abolishment (including transfer to another governmental jurisdiction or a private enterprise), removal to a new location, or removal to another state agency of all or a major portion of the operations of their Appointing Authority, shall receive relocation expenses in accordance with the provisions of this Article. Employees who are demoted during their probationary period, after their fifteen (15) calendar day trial period, shall receive those relocation expenses provided in Section 2, Paragraph C and D, of this Article.

An employee who is transferred, reassigned, or demoted at such employee's request when the transfer, reassignment, or demotion is for the employee's sole benefit shall not be entitled to reimbursement for relocation expenses.

Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least thirty-five (35) miles or more from the employee's current work location or changes in residence required an Appointing Authority as a condition of employment. The provisions of this Article shall not apply to employees who currently commute thirty-five (35) miles or more to their work location unless the employee is transferred or reassigned to a new work location which is thirty-five (35) miles or more from the employee's current work station.

No reimbursement for relocation expense shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

Section 2. Covered Expenses. Employees must have received prior authorization from their Appointing Authority before incurring any expenses authorized by this Article.

- A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses, by mutual agreement of the Appointing Authority and the employee, either to: 1) be lodged at their new work station and to return to their original work station once a week; or 2) travel between their original work station and their new work station on a daily basis. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.
- B. Realtor's Fees. Realator's fees for the sale of the employee's domicile, not to exceed \$5,000 shall be paid by the Appointing Authority.
- C. Moving Expenses. The Employer shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Employer shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting supporting blocks, skirts, and/or other attached fixtures.
- D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of \$500.00 for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting appliances and/or utilities, cost of insurance for property damage during the move, the reasonable transportation costs of the employee's family to the new work location at the time the move is made, including meals and lodging (such expenses shall be consistent with the provisions of Article XX Expense Allowances), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

Neither the State of Minnesota nor any of its agencies shall be responsible for any loss or damage to any of the employee's household goods or personal effects as a result of such a transfer.

## ARTICLE XXI

### BIDDING ON LATERAL POSITIONS

Section 1. Conservation Officers. When a permanent vacancy occurs in an assigned patrol area, the Employer will notify the employees by mail of the vacancy and the date specified by which the vacancy will be filled. It shall be the policy of the Employer to select the most senior qualified employees from those indicating a desire to bid to that vacancy. The vacancy will be filled on the basis of the applicant's qualifications and ability to perform satisfactorily in that assigned patrol area.

In the event that the most senior employee requesting the vacancy is not offered the vacancy, that employee shall be notified of the reasons in writing and the reasons shall be discussed with the employee if he/she so requests.

At the time it is determined that a vacant position is to be filled, unless otherwise approved by the Appointing Authority, employees employed prior to July 1, 1977 shall not be eligible to bid until the employee has served at least six (6) months in the station to which the employee is assigned. Employees employed on or after July 1, 1977, shall not be eligible for such bidding until having served at least one (1) year in the station to which the employee is assigned. The time limits provided in this paragraph shall not apply if the vacancy is created by death.

The Employer shall not permanently assign an employee to a vacant station until twenty-one (21) days after all applicants bidding for the opening at the station have been notified in writing. If a grievance is filed in accordance with the provisions of Article XVI, Grievance Procedure, relative to the bidding, no permanent assignment shall be made to the vacant station until the grievance is resolved.

Nothing in this Article shall be construed to limit the right of the Employer to temporarily fill the vacancy, pending the notification procedures.

Notwithstanding any provision of this Article, there shall be no lateral bidding between the positions of Natural Resources Specialist 3 Conservation Officer, (Safety Training Specialist); Natural Resources Specialist 3 Conservation Officer (Area Supervisor); Natural Resources Specialist 3 (Information Officer); and Natural Resources Specialist 4 (Conservation Officer Pilot) and Natural Resources Specialist 4 (Enforcement Training Coordinator), unless he/she had previous experience as an area supervisor within Natural Resources Specialist 3.

Section 2. Troopers. Upon the effective date of this Agreement, any permanent employee desiring to bid to another work location, either in his/her present district or another district, shall file a written request with his/her Captain and if it is a work location in another district, a copy to the Captain of that district. Such requests must be received on an annual basis if the transfer is still desired. The renewal period will start on July 1st for the following year, and expire 30 days thereafter. When a permanent vacancy occurs, the most senior employee of those requesting the work location during the most recent annual renewal period will be first considered for such vacancy. If no employee has applied for that work location during the most recent renewal period, the most senior employee applying prior to the day the vacancy occurs will be given first consideration. In the event that the most senior employee is not selected in the above instances, he/she, upon request, shall be given a written statement listing the reasons why he/she was not selected. Upon written request of the employee, the Association shall be furnished a copy of such reasons. It shall be the policy of the Employer to select the most senior qualified employees from those indicating a desire to bid to the vacancy. The vacancy will be filled on the basis of the applicant's qualifications and ability to perform satisfactorily in that assigned patrol area.

The above-stated policies and procedures shall also apply when employees are applying for special job assignments in the employee's district such as warrants and safety education. The Association agrees that the Appointing Authority's decision to abolish a special job assignment is not grievable. The Association also agrees that the Appointing Authority's decision to terminate an employee from that assignment during the first six (6) months of such assignment shall not be grievable. The Appointing Authority agrees that after six (6) continuous months service, it shall terminate an employee from a

special assignment only with just cause. Any employee who does not complete six (6) months of continuous service in a special job assignment will be returned to his/her previous assignment. An employee desiring to return from a special job assignment which he/she has occupied for six (6) months or more, shall return to his/her previous assignment and job assignment.

New work assignments and previously established work assignments that become vacant and that are otherwise not governed by the Agreement shall be advertised by Troopers memo mailed to each member affected, so as to allow employees to express an interest in the assignment.

Section 3. Special Agents, Special Agent Team Leaders. It shall be the policy of the Employer to select the most senior qualified employee from those indicating a desire to bid to any vacancy. The vacancy will be filled on the basis of the applicant's qualifications and ability to perform satisfactorily.

## ARTICLE XXII

### WORK RULES

The Association recognizes the right of the Employer to establish and enforce reasonable work rules that are not in conflict with the terms of this Agreement. The Employer agrees to advise the Association of proposed changes in work rules as far in advance as practicable. Upon request, the Appointing Authority shall discuss the changes in new or amended work rules with the Association, explaining the need therefor, and shall allow the Association reasonable opportunity to express its views prior to placing them in effect. All work rules shall be applied equally to all employees.

## ARTICLE XXIII

### COURT TIME, CALL-IN, CALL-BACK, STANDBY

Section 1. Court Time. Any employee of the State Patrol who is required to appear in court in regard to a criminal proceeding during his/her scheduled off-duty time shall receive a minimum of three (3) hours compensation at the employee's base rate of pay. An early report to a scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum unless such early report is more than two (2) hours prior to the start of his/her regular shift. An extension of a scheduled shift for a court appearance does not qualify the employee for the three (3) hour minimum.

Section 2. Call-In. Employees who are members of the State Patrol shall be eligible for call-in in the following circumstances:

- A. An employee who is called-in to work two (2) hours or more before his/her regularly scheduled shift or on a scheduled day off shall receive a minimum of three (3) hours compensation at the employee's base rate of pay. An early report of less than two (2) hours before the start of a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

Section 3. Call Back. An employee in the State Patrol who is called back to work on the same day after having gone home shall receive a minimum of three (3) hours or the actual hours worked.

Section 4. Standby. An employee of the State Patrol who is required to make himself/herself available for work in an "on-call" status shall be compensated at the rate of fifteen (15) minutes straight time pay for each one (1) hour of "on-call" status. Such compensations shall be limited to four (4) hours straight time pay per calendar day. An employee shall be in an "on-call" status if his/her supervisor has instructed the employee to remain available to work during an assigned off-duty period. An employee who is instructed to be in an "on-call" status is not required to remain at a fixed location but is required to leave word where he/she may be reached. An employee shall not receive "on-call" pay for hours actually worked, but shall be compensated for such hours as provided for in Section 2 of this Article.

Section 5. On Call. Conservation Officers shall be in on-call status if the employee's regional supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

An employee who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time for each one (1) hour of on-call status. Such compensation shall be limited to four (4) hours of straight time pay per calendar day.

An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than four (4) consecutive hours.

## ARTICLE XXIV

### HOURS OF WORK

Section 1. Conservation Officers. The following conditions shall apply to hours of work for Conservation Officers:

- A. Normal Work Period. The normal work period shall consist of not less than eighty (80) hours of work nor more than 86 hours of work and ten (10) work days within a 14 consecutive calendar day work period.
- B. Daily Scheduling. It is recognized that employees are required to work varied hours and during several separated periods within the same day and the same payroll period, making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day or one (1) week sometimes impossible. The Employer agrees to make reasonable effort to allow employees to schedule at least two (2) consecutive days off in a payroll period where such scheduling meets both the needs of the Employer and the desires of the employees.

Employees may not schedule more than four (4) consecutive regular days off without prior written approval from their immediate supervisor. Scheduling of four (4) or fewer days off shall require oral approval.

Employees who are on a regular schedule or on a pre-approved vacation day who are called out shall receive a minimum of three (3) hours compensation. Employees who are called out on their regular day off shall not receive the three (3) hours call-out minimum, but shall receive credit for the actual hours worked, up to the overtime maximum contained in Article XXV, Section 1(C).

At the discretion of the Regional Enforcement Supervisor or his/her designee, a work schedule may be developed by the Employer for any employee which shall include two (2) consecutive days off in each week of a payroll period.

Section 2. Special Agents and Special Agent Team Leaders. Special Agents and Special Agent Team Leaders shall be subject to the following conditions regarding hours of work:

- A. Normal Workday. The normal workday shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period.
- B. Normal Work Period. The normal work period shall consist of twenty-eight (28) consecutive calendar day period. The Appointing Authority agrees to notify the Association thirty (30) calendar days in advance of the effective date of a change in the work period.
- C. Daily Scheduling. It is recognized that because of the nature of their work, Special Agents covered by this Agreement may be scheduled and required to work varied hours, work on holidays and weekends, and during several separated periods within a single day making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day sometimes impossible. However, insofar as practicable and without reducing efficiency of work performance, employees are expected to complete normal routine work within a normal eight (8) consecutive hour day in a 24 hour period.

Section 3. Troopers. Members of the State Patrol shall be subject to the following conditions regarding hours of work:

- A. Workday. The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, including paid lunch periods.
- B. Work Period. The normal work period shall consist of a twenty-eight (28) consecutive calendar day period. Employees shall be scheduled for a minimum of two (2) consecutive days off in each payroll period. The Employer may change the duration of the work period upon thirty (30) days written notice to the Association.
- C. Work Schedules. The written work schedule reflecting each employee's days and hours of work shall be posted in each district headquarters at least twenty-one (21) days in advance of its effective date, except in the case of holidays where said posting shall be at least thirty (30) days in advance of its effective date. Emergencies declared by the Commissioner of Public Safety requiring changes in schedules effecting ten (10) or more employees for the duration of one (1) week or more may be changed without regard to the twenty-one (21) day provision. All schedules shall provide for no less than sixty-four (64) and no more than ninety-six (96) hours within a payroll period. To provide a uniform amount of earnings in an employee's bi-weekly pay check, employees shall carry forward all hours

worked in excess of eighty (80) in a payroll period into the next regular bi-weekly payroll period within the twenty-eight (28) day work period for which they are scheduled for less than eighty (80) hours. Hours carried forward are added to that payroll period to bring it up to eighty (80) hours, and this computation of time shall be made before the provisions of Article XXV apply. Nothing herein shall be construed as a guarantee of hours of work per day or per work period. With the approval of the employee's immediate supervisor, employees may mutually agree to exchange work shift assignments but such changes shall not result in overtime payment.

- D. Drop Shift. All work shifts in a work station with six (6) or less Troopers will contain one (1) "drop shift" and all work shifts in a work station with seven (7) or more Troopers will contain two (2) drop shifts, solely at the Employer's option. Troopers assigned to work the "drop shift" will fill in previously established work shifts of other Troopers. Troopers assigned to the "drop shift" shall not be subject to the twenty-one (21) day notice requirement of Section 3, "C".
- E. Lunch Period. All Troopers, shall be granted a paid lunch period of not more than thirty (30) minutes during each work day. Such lunch period cannot be taken during the first hour or the last hour of the employees work day unless specifically authorized by the Employer. If an employee does not receive a lunch period because of operational requirements, such lunch period may not be taken during a subsequent work day.
- F. Rest Periods. All Troopers shall be granted one (1) fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods during a single work day may be combined should the employee so desire. No rest period may be taken off during the first hour or the last hour of the employee's work shift unless specifically authorized by the Employer. If an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work day.

The parties agree that the 1987-89 contract language for the issue of Trooper's lunch and rest periods shall be interpreted in conjunction with Appendix L.

## ARTICLE XXV

### OVERTIME

Section 1. Definition. Overtime is defined as authorized or assigned work performed in excess of the established work period, as subject to the time and one-half (1 1/2) compensation requirements of the Fair Labor Standards Act. The overtime rate shall be time and one-half (1 1/2) the regular hourly rate.

- A. Troopers. Troopers shall be compensated for all hours worked according to the following provisions:
  - 1. Hours worked on a scheduled day off or vacation day shall be compensated at the overtime rate in cash.
  - 2. Scheduled shift extensions of hours worked on Fridays shall be compensated at the overtime rate in cash.

3. Hours worked in excess of the scheduled work day which are not subject to the overtime provisions of the Fair Labor Standards Act shall be compensated at straight time.
  4. Troopers Administrative - Time Banks. Hours that are not required to be paid for in cash by the Federal Fair Labor Standards Act or other provisions in this Agreement shall be placed in an Administrative Time Bank. Such hours shall be liquidated in cash or in equivalent time off at the Appointing Authority's option. Should such hours be liquidated in cash, it shall be at the employee's straight time hourly rate.
    - a. Administrative time may be accrued to a maximum of one hundred twenty (120) hours. All hours in excess of one hundred twenty (120) will be liquidated at a straight time rate in cash.
    - b. Administrative time will be liquidated at a time mutually agreeable to the employee and his/her Captain; the employee may, upon seven (7) days notice, be required to reduce the accrual where regularly scheduled work time would cause the employee to exceed the one hundred twenty (120) hour maximum.
  5. Overtime Assignment. If an insufficient number of employees volunteer for overtime work, the Employer will endeavor to assign the necessary overtime in inverse seniority order within a work station or district. Employees shall be required to work overtime unless excused by the Employer.
  6. Employees shall have the option, upon written notice to their supervisor, unless otherwise prohibited by law, to accrue hours credited and/or worked as Administrative time in lieu of cash.
- B. Special Agents and Special Agent Team Leaders. Overtime worked shall be subject to the following provisions:
1. General.
    - a. Overtime worked from one hundred sixty (160) through one hundred seventy one (171) hours during the work period shall be paid on a straight time basis and be placed in a compensatory bank or paid in cash at the discretion of the Appointing Authority.
    - b. Overtime worked in excess of one hundred seventy one (171) hours shall be paid on a time and one half (1 1/2) basis and placed in a compensatory bank or paid in cash at the discretion of the Appointing Authority.
  2. Compensatory Bank.
    - a. Size of Bank. The maximum amount of hours that may be in the compensatory bank at any one time is one hundred twenty (120) hours.
    - b. Hours Worked in Excess of Bank. All hours worked over the maximum amount of hours in 2(a) shall be compensated in cash.



3. Cash Liquidation. Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it is earned.
  4. Compensatory Time Liquidation in Cash. At the discretion of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash.
  5. Use of Compensatory Time. Upon agreement with the supervisor, the employee may use compensatory time within thirty (30) days of the date earned. If not used within the thirty (30) day period, the supervisor shall schedule such compensatory time off for the employee.
- C. Conservation Officers. Conservation Officers shall be paid at the overtime rate in cash for hours worked in excess of 86 hours in the normal 14 day calendar work period.

Overtime shall be subject to the following conditions:

1. Conservation Officers shall be permitted to work up to 86 hours in the 14-calendar day work period for necessary enforcement activities.
2. Conservation Officers with prior approval from the Regional Enforcement Supervisor or designee, shall be permitted to work over 86 hours but not greater than 92 hours in the 14-calendar day work period for emergencies and ongoing enforcement activities.
3. Conservation Officers may only exceed 92 hours in the 14 calendar day work period when specifically authorized by the Director of Enforcement or designee.
4. As operational requirements permit, all reasonable efforts will be made to distribute overtime equitably among employees.
5. Where concentrated hours are necessary to staff season openers, stake-outs and other high activity time periods, hours not worked in previous work periods up to ninety-two (92) may be worked in a subsequent work period under the conditions of parts (1), (2) and (3) above but the accumulative total of hours paid shall not exceed ninety-two (92) hours paid, averaged over the full fiscal year.

Section 2. No Duplication of Hours. Overtime hours shall not be credited or paid more than once for the same hours worked under any provision of this Agreement.

Section 3. General Policy. Nothing in this Article shall be construed to provide for the pyramiding of overtime nor to guarantee a minimum or maximum number of overtime hours to any employee.

The parties agree the 1985-87 contract language for the issue of Conservation Officers' Overtime shall be interpreted in conjunction with Appendix K, a letter from DNR Deputy Commissioner Steven Thorne.

## ARTICLE XXVI

### SENIORITY

Section 1. Definition. Seniority shall mean an employee's length of service in a classification within this bargaining unit except that classification seniority shall include all combined time worked in one period the classifications Trooper, Trooper 1, and Corporal, and Natural Resources Specialists 1, 2, 3 and 4. As of the effective date of this Agreement, time spent on a disciplinary suspension shall count toward seniority accrual, but unpaid leave of absences shall not count in accordance with Article XIV, Section 1. An employee's seniority shall be broken only by separation from state service by reasons of resignation, discharge for just cause, retirement, or death. When two (2) or more employees have the same seniority date their final score on the examination eligible list, excluding veterans preference, shall determine their position on the seniority list. State Patrol Troopers with the same seniority date shall be placed on the seniority list in order of score attained from the Trooper Candidate School. If a tie still exists, their positions on the seniority list shall be determined by lot.

Employees returning to the bargaining unit from excluded positions shall have all time spent in all related higher or equally paid classifications in which the employee has served within the division credited for purposes of seniority.

Employees returning to a previously served in classification shall have all time spent in all related higher or equally paid classifications in which the employee has served within the bargaining unit credited for purposes of seniority.

Section 2. Layoff Rights. When a layoff becomes necessary, the employee with the least seniority in the job classification in which the layoff is to take place will be laid off first.

Employees shall be given thirty (30) days notice prior to layoff. The last employee laid off will be the first to be recalled for work. No new employees will be hired until the layoff list has been exhausted. Names shall be retained on the layoff list for a minimum of two (2) years or for a period of time equal to the employee's total seniority, up to a maximum of five (5) years.

Upon the request of a more senior employee and approval of the Appointing Authority, a more senior employee may be laid off out of seniority order.

Upon the request of an employee and with the written approval of the Appointing Authority, an employee may reduce his/her hours from full-time or otherwise change his/her employment condition to less than full-time, and may subsequently change his/her hours back to full-time with the written approval of his/her Appointing Authority. Such transactions shall not constitute a layoff pursuant to this Article.

Section 3. Bumping. An employee being laid off shall have the right to any vacant position in the same classification which he/she holds at the time of layoff, if he/she meets the qualifications for the vacancy. If no such vacancy exists, or if the employee elects not to fill said vacancy, any permanent or probationary employee about to be laid off shall have the right to bump the employee with the least classification seniority in the same class statewide. In the event that the employee about to be laid off elects not to bump, he/she shall be demoted to displace the least senior employee who has less seniority in the next lower classification in which he/she previously worked, unless he/she elects to be laid off.

Section 4. Seniority Lists. Within three (3) months after the effective date of this Agreement, the Appointing Authority will post a seniority list in each district office, containing the names, classification, and relative seniority position of the employees. The Appointing Authority will provide a copy of the seniority list to the Association President and to each member annually.

Any disagreements or disputes over the calculation of seniority must be filed within 21 calendar days of the date of posting, or shall be deemed waived. Challenges shall be limited to changes since the previous posting.

Section 5. Employee Status. The Employer shall furnish the Association with the names, addresses, and classifications of new hires, separations, or changes in classification or status of employees within thirty (30) calendar days of such action.

## ARTICLE XXVII

### INSURANCE

Section 1. Group Insurance. The Employer agrees to offer during the life of this Agreement Group Life, Health, Surgical, Medical and Hospital benefits, and Dental benefits equivalent to those in the existing contracts of insurance and the certificates issued thereunder subject to the modifications contained in this Article. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organization's Board of Directors and approval of the Employer.

### Section 2. Eligibility.

#### A. Employee.

1. Full Contribution. All employees covered by this Agreement who: 1) 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; or 2) are scheduled to work at least thirty (30) hours weekly for a twelve (12) consecutive month period shall be eligible to receive the benefits provided under this Article, except for emergency, temporary, or intermittent employees; student workers hired after July 1, 1979, and interns; part-time or seasonal employees serving on less than a seventy-five (75) percent time basis. This exclusion shall not apply to a part-time or seasonal employee in the classified service who prior to April 1, 1967, was eligible for State paid basic life insurance and health benefits. However, seasonal employees who were

receiving State group insurance benefits prior to July 1, 1977, shall continue to be eligible to receive State group insurance benefits for so long as they are employed on the same basis on which they were employed prior to July 1, 1977.

If both spouses work for the State and both are eligible for single coverage, neither spouse may be covered as a dependent by the other. Either, but not both, may cover their eligible dependent children and receive the State contribution toward the cost of this coverage.

2. Partial Contribution. The Employer will pay, at the employee's option, one-half (1/2) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following employees and their dependents: 1) employees holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time, and 2) seasonal employees who are scheduled to work at least 1044 hours for a period of nine (9) months or more in any twelve (12) consecutive months.

- B. Dependent. Eligible dependents for the purposes of this section include the employee's spouse (if not legally separated and subject to the provisions noted in Section 2.A of this Article), unmarried dependent children from birth to age 19 or to age 23 if the child is a full time student at an accredited educational institution, or to any age if such dependent child qualifies under the terms of the health insurance contract as being incapable of self-sustaining employment by reason of mental retardation or physical disability and is totally dependent upon the employee for support. The term dependent children includes the employee's own children, legally adopted children or children placed for adoption, foster children and step-children. Foster and step-children must be dependent upon the employee for their principal support and maintenance.

A grandchild is an eligible dependent if: (1) the grandchild is placed in the custody of the employee, (2) the grandchild is legally adopted by the employee, or (3) the grandchild is the child of an employee's unmarried dependent.

- C. Other. Part-time or seasonal employees who do not meet the requirements set forth above for full or one-half Employer contribution may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.
- D. Department of Natural Resources. For employees in the Department of Natural Resources, eligibility requirements may be met based on a combination of seasonal and temporary project employment. Eligibility shall commence after completion of three (3) years of continuous service in which the eligibility requirements are met; shall continue until the employee completes a year in which the eligibility requirements are not met; and shall commence again after the employee meets or is anticipated to meet the eligibility requirement in one (1) year.
- E. Effective Date of Coverage. Enrollment must be at the time of initial employment or during a period of open enrollment.

Benefits shall become effective on the first day of the first payroll period beginning on or after the 28th calendar day following the first day of employment, re-employment, re-hire, or reinstatement with the State.

An employee must be actively at work on the effective date of coverage except that an employee who is on paid leave on the date State paid life insurance benefits increase shall also be entitled to the increased life insurance coverage.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. This also applies to any optional coverages. In no event shall the dependents' coverage become effective before the employee's coverage.

- F. Continuation. Benefits provided under this Article shall continue as long as an employee meets these eligibility requirements and appears on a State payroll for at least one (1) working day during each payroll period or is off the State payroll due to a work related injury or disability and is either receiving Workers' Compensation payments or is using disability leave as provided in Article XIV. Vacation leave, compensatory time or sick leave cannot be used for the purpose of continuing State paid insurance by keeping an employee on a State payroll for one working day per pay period during the time the employee is on an unpaid leave of absence.

If an eligible employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless continue to be eligible for benefits provided the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.

### Section 3. Health Insurance.

#### A. Employer Contribution.

1. For the period July 1, 1987, through September 29, 1987 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1987.
2. Employee Coverage. Effective September 30, 1987, the Employer shall contribute toward the cost of employee health coverage an amount equal to the total monthly employee-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.
3. Dependent Coverage. Effective September 30, 1987, the Employer shall contribute toward the cost of dependent health coverage an amount equal to 90% of the total monthly dependent-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.
4. Employee Change in Work Location. The Employer contribution for each employee is based on the employee's permanent work location on the effective date of each new insurance year unless the employee must change his/her health insurance carrier as a result of moving to a new permanent work location.

- B. Coverage Options. Eligible employees may select coverage under any one of the Health Maintenance Organizations, fee-for-service health plan, Preferred Provider Organization, or any other plan offered by the Employer. A brief description of the currently offered health plans is contained in Appendix I. Benefits are coordinated with the benefits of other group plans.

Effective September 30, 1987, the fee-for-service plan shall pay as follows:

In-Patient Hospital Services: After an annual deductible of \$100 per employee or \$200 per family, 80% of the first \$3,000 of allowable charges, or \$600 out-of-pocket cost per individual, with a maximum of \$1,200 out-of-pocket cost per family, and 100% of the remainder occurring in the calendar year. Diagnostic lab and x-ray services are reimbursed at 100% with no deductible when provided as an in-patient hospital case.

Out-Patient Hospital, Surgery Center and Home Health Agency Services

Hospital Out-Patient

100% of all allowable charges except for:

- Non-emergency visits. 80% of costs will be reimbursed.
- Lab tests and x-rays for reasons other than medical emergency, injury or preadmission tests. 80% of costs will be reimbursed.
- Chemical dependency. Chemical dependency care will be reimbursed 100% up to 130 hours of treatment per calendar year.
- Mental illness care. 80% of the first ten (10) hours per calendar year of mental illness care will be reimbursed. 80% of hours eleven (11) through forty (40) per calendar year for serious and persistent mental disorders care will be reimbursed.
- Covered providers and facilities for mental health and chemical dependency care are limited to those licensed by the State of Minnesota or those pre-authorized.

Ambulatory Surgery Centers

100% of all allowable charges.

Home Health Agencies

With prior authorization, 100% of home health care to a maximum of \$5,000 per calendar year will be reimbursed.

Health Services of Health Care

Professionals

- AWARE Gold physician, chiropractor, podiatrist or optometrist: 100% of all allowable charges. "Allowable charges" include but are not limited to:

physical examinations  
well-child care  
doctor visits  
professional surgery fees  
eye examinations (limited to one (1) routine examination  
per year)  
pregnancy-related care

Diagnostic lab and x-ray services are reimbursed 100% with no deductible when provided by an AWARE Gold professional.

- AWARE professionals: 80% of the first \$3,000 and 100% thereafter of usual and customary charges after a deductible of \$100. Diagnostic lab and x-ray services are reimbursed 80% after a \$100 deductible when provided by an AWARE professional.
- Non-AWARE professionals: Same as for AWARE providers, except employee is responsible for any charges in excess of usual and customary. Diagnostic lab and x-ray services are reimbursed 80% after a \$100 deductible when provided by a non-AWARE professional. Spinal manipulations are limited to fifteen (15) services when provided by a non-AWARE professional.

Mental illness care is reimbursed at 75% of hours eleven (11) through forty (40) per calendar year for serious and persistent mental disorders when provided by a non-AWARE professional.

#### Other Covered Health Services

Drugs - Covered 100% after a co-payment of \$4.50 per prescription for formulary drugs and \$10.00 per prescription for non-formulary drugs.

Supplies - Reimbursed 80% with no deductible.

Ambulance - Reimbursed 80% with no deductible. (Air Ambulance may be covered if it is the only medically acceptable means or on a first response basis.)

Maximum lifetime benefits to \$1,000,000.

Section 4. Workers' Compensation. When an employee has incurred an on the job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the Health Maintenance Organization or the Health Insurance Carrier pursuant to the provisions of M.S. 176.191, Subdivision 3.

#### Section 5. Dental Insurance.

##### A. Employer Contribution.

1. Employee Coverage. Effective September 30, 1987, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost for employee dental coverage.

2. Dependent Coverage. Effective September 30, 1987, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

- B. Coverage Options. Eligible employees may select coverage under the fee-for-service dental plan offered by the Employer or any other dental plan offered by the Employer. A brief description of the currently offered dental plans is contained in Appendix I.

Section 6. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal Sum</u>
\$10,001 - \$15,000	\$15,000	\$15,000
\$15,001 - \$20,000	\$20,000	\$20,000
\$20,001 - \$25,000	\$25,000	\$25,000
\$25,001 - \$30,000	\$30,000	\$30,000
Over \$30,001	\$35,000	\$35,000

An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Life insurance for employees and dependents shall be available on the same terms as for comparable full-time employees.

Section 7. Optional Insurance. The following optional insurance protection may be purchased by eligible employees:

- A. Additional Life Insurance. Up to \$105,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to the principal sum carried by the employee for the spouse shall also be available for purchase by the employee. Spousal coverage requires evidence of insurability. Dependent coverage requires evidence of insurability if it is applied for after the first sixty (60) days of employment. In the event the employee becomes totally disabled before age 70, there shall be a waiver of premium for all additional insurance coverage that the employee had at the time of disability.
- B. Short Term Salary Continuance. Provides benefits of \$140-\$1,500 per month, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.
- C. Long Term Salary Continuance. Provides benefits of \$200-\$1,000 per month, based on the employee's salary, commencing on the 181st day of total disability, subject to evidence of insurability. In the event the employee becomes totally disabled before age 70, the premiums on this benefit shall be waived.



- D. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000, subject to evidence of insurability for coverage purchased in excess of \$15,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the employee, but not in excess of the amount carried by the employee.

Section 8. Group Premium for Early Retirement. Employees who retire from State service prior to age sixty-five (65) with ten (10) or more years of allowable pension service and who are entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate, at the employee's expense, in the group hospital, medical and dental benefits as set forth in M.S. 43A.27, Subdivision 3 at the State group premium rates.

Section 9. Continuation of Coverage.

- A. Employer Contribution. All eligible classified employees with three (3) years or more of continuous service who have been laid off shall continue to be eligible to receive the benefits provided under this Article for a period of six (6) months from the date of layoff.
- B. Employee Paid. Employees and their eligible dependents shall have the opportunity to pay for a temporary extension of group health and group dental benefits if coverage would otherwise terminate due to:
- 1) termination of employment,
  - 2) layoff,
  - 3) reduction of hours to an ineligible status,
  - 4) dependent child becoming ineligible due to age or student status,
  - 5) death of employee, or
  - 6) divorce.

The length of continuation coverage shall be determined by state and federal law.

Section 10. Open Enrollment.

- A. General Provisions. There shall be an open enrollment period for the coverages available under Section 3 above during each year of this Agreement lasting a minimum of thirty (30) calendar days.

For employees retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest to the beginning of the applicable insurance year or the first day of the first full payroll period following the employee's retirement.

- B. Health Insurance.

1. 1987-1988 Policy Year. The open enrollment period shall commence on or before August 30, 1987. Changes in coverages shall become effective September 30, 1987.

2. 1988-1989 Policy Year. The open enrollment period shall commence on or before December 1, 1988. Changes in coverages shall become effective January 18, 1989.

C. Dental Insurance. There shall be an open enrollment period for the coverages available under Section 5 during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before August 30, 1987. Changes in coverages shall become effective on September 30, 1987.

Section 11. Death Benefit. Employees who retire on or after July 1, 1985, shall be entitled to a \$500 cash death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled for an annuity under a State retirement program. A \$500 cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1985, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

Section 12. Reopener. The parties agree that upon the unanimous recommendation of the Joint Labor-Management Committee on Health Insurance Plans, this Article may be reopened for the limited purposes of making changes in Section 3 and/or changing the carriers currently offering health insurance plans. Any such modifications may only be done with agreement of all parties serving on the Joint Labor-Management Committee.

## ARTICLE XXVIII

### WAGES

Section 1. Conservation Officers', Special Agents and Special Agents Team Leaders', Salaries.

A. 1987-1988 Salary Ranges.

The 1987-1988 Salary Ranges for Natural Resources Specialists I, II, III and IV shall be those contained in Appendix "D", effective July 1, 1987.

The 1987-1988 Salary Ranges for Special Agents, and Special Agent Team Leaders shall be those contained in Appendix "F", effective July 1, 1987.

Appendix "D" and Appendix "F" include a 3.0% increase, effective July 1, 1987.

B. Conversion.

1. Conservation Officers.

Effective July 1, 1987, employees shall convert to the same relative salary step within the salary range for their respective classification.

2. Special Agents, Special Agent Team Leaders.

Effective July 1, 1987, employees shall convert to the same relative salary step within the salary range for their respective classification.

C. 1988-1989 Salary Ranges.

The 1988-1989 Salary Ranges for Natural Resources Specialists I, II, III and IV shall be those contained in Appendix "E", effective July 1, 1988.

The 1988-1989 Salary Ranges for Special Agents and Special Agent Team Leaders shall be those contained in Appendix "G", effective July 1, 1988.

Appendix "E" and Appendix "G" include a 5.0% increase, effective July 1, 1988.

D. Conversion. Effective July 1, 1988, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.

E. Progression.

1. Conservation Officers.

Employees in the classifications Natural Resources Specialist I, II, III and IV shall progress through their assigned salary ranges as described below, until reaching the maximum rate for their range.

<u>Step Movement</u>		<u>Required Years of Service</u>	
		<u>1987-1988</u>	<u>1988-1989</u>
From Step:	A to B	1	1
	B to C	1	1
	C to D	1	1
	D to E	1	1
	E to F	3	1
	F to G	1	1

2. Special Agents and Special Agent Team Leaders.

Employees in the classifications Special Agent and Special Agent Team Leader shall progress through their assigned salary ranges as described below until reaching the maximum rate for their range.

<u>Step Movement</u>		<u>Required Years of Service</u>	
		<u>1987-1988</u>	<u>1988-1989</u>
From Step:	A to B	1	1
	B to C	1	1
	C to D	1	1
	D to E	1	1
	E to F	3	3
	F to G	3	1

All increases authorized by this Section shall become effective at the start of the pay period nearest to the anniversary date.

Time spent on suspension, leaves of absence or layoff of more than one full payroll period in duration shall extend the employee's anniversary date.

- F. Salary in New Positions. Employees who are appointed to new classifications having a higher rate of pay during the life of this Agreement shall be advanced at least to the next higher rate of pay within the range or to the minimum salary of the new class, whichever is greater. At the discretion of the Employer, an employee may be appointed at a higher rate than the step specified above.
- G. Work Out of Class. When an employee is expressly assigned to perform all the duties of a position allocated to a different classification that is temporarily unoccupied for reasons other than vacation or short periods of sick leave, and the work out of class assignment exceeds 15 consecutive work days, the employee when assigned to work in a lower or equal class shall be paid for all such hours at the employee's current rate of pay; or when assigned to work in a higher class shall be paid for all such hours at a rate within a higher range which is equal to the minimum rate for the higher class or one step higher than the employee's current salary, whichever is greater.
- H. Probationary Period. Employees hired into the classes of Natural Resources Specialist I, III or IV, Special Agent and Special Agent Team Leader shall serve a probationary period of 2,088 straight-time compensated hours. Probationary employees serving an initial probationary period who are not certified or who are terminated shall not have access to the grievance procedure regarding such non-certification or termination. Permanent employees serving a subsequent probationary period shall not have access to the grievance procedure regarding non-certification.
- I. An employee who demotes in lieu of layoff shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. An employee who takes a voluntary demotion shall receive a salary within the range for the class to which he/she is demoted.

However, an employee may receive a rate of pay in excess of the salary range maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

## Section 2. State Patrol Salaries.

- A. 1987-1988 Salary Ranges. The 1987-1988 Salary Ranges for Trooper, Trooper 1 and Corporal shall be those contained in Appendix "H", effective July 1, 1987.

Appendix "H" includes a 3.0% increase, effective July 1, 1987.

- B. Conversion. Effective July 1, 1987, all employees shall convert to the same relative salary step within the salary range for their respective classification.

- C. 1988-1989 Salary Ranges. The 1988-1989 Salary Ranges for Trooper, Trooper I and Corporal shall be those contained in Appendix "I", effective July 1, 1988.

Appendix "I" includes a 5.0% increase, effective July 1, 1988.

- D. Conversion. Effective July 1, 1988, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.
- E. Station Sergeant Pay. Employees designated as "Station Sergeant" shall receive an additional three percent (3%) above the current rate rounded to the nearest dollar for the duration of the appointment.
- F. Freeway Trooper Pay. Employees who are permanently assigned exclusively to Twin City Metropolitan freeway duty shall be designated as Freeway Trooper and shall be compensated \$65.00 dollars per month above their current salary when so assigned. The discretion of such assignments shall be vested solely in the Employer and such assignments shall be limited to stations determined by the State Patrol Officer Chief.
- G. Shift Differential. Because of the frequency of changes in shift assignments, starting and stopping times, and rotation of shifts, thereby making shift premiums difficult to determine, effective the first payroll period after July 1, 1975, the Employer will increase the wages of all employees fifteen (\$15.00) dollars per month in lieu of any shift differential.
- H. Pilot Pay. Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Fixed Wing) and licensed by the F.A.A. as Fixed Wing pilots shall receive a differential equal to 11% of his/her base pay, in addition to that base pay. Personnel designated by the Chief State Patrol Officer as as State Patrol Pilots (Helicopter) licensed by the F.A.A. as Helicopter Pilots shall receive a differential equal to 13% of his/her base pay, in addition to that base pay. The Chief Pilot as designated by the Chief State Patrol Officer shall be compensated at the same rate of pay as Captain during his/her assignment as Chief Pilot. If any State Patrol Pilot holds both the Fixed Wings and Helicopter pilot ratings, he/she shall receive compensation for the Helicopter Pilot rating only.
- I. Probationary Period. Employees hired into the class of Trooper shall serve a probationary period of 2,088 straight-time compensated hours. Probationary employees serving an initial probationary period who are not certified or who are terminated shall not have access to the grievance procedure regarding such non-certification or termination. Permanent employees serving a subsequent probationary period shall not have access to the grievance procedure regarding non-certification.
- J. Troopers who move between classes shall be assigned to the rate of pay corresponding to their total length of service in the State Patrol since their last date of hire.
- K. Special Assignment Differential. Troopers assigned to mobile scales, warrants, motor vehicle inspection, safety education and civil weights shall receive an additional 2% above their current rate, rounded to the nearest dollar, for the duration of the Agreement.

- L. Technical Sergeant Pay. Employees designated as "Technical Sergeant" shall be paid per the Memo of Understanding dated September 27, 1983. Technical Sergeant designees shall receive a three percent (3%) increase in pay in July 1, 1987 and a five percent (5%) increase in pay on July 1, 1988.

Section 3. Health and Dental Premium Expense Account. Effective on or after January 1, 1988, the Employer agrees to provide insurance eligible employees with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 4. Dependent Care Expense Account. Effective on or after January 1, 1989, the Employer agrees to provide insurance eligible employees with the option to participate in a dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by law or regulation.

## ARTICLE XXIX

### EARLY RETIREMENT INCENTIVES

Section 1. Eligibility. Employees who are covered by the State Patrol Retirement Fund who have attained the age of 55 years and who have not yet attained the age of 65 years on January 31, 1988 and who are eligible for an annuity may opt for an early retirement incentive. In order to be eligible for this incentive the employee must retire on or before January 31, 1988. This provision shall expire January 31, 1988.

Such employees who attain the age of 55 after January 31, 1988 and before the expiration day of this contract may choose during the pay period in which his/her 55th birthday occurs to exercise the early retirement incentive option.

Section 2. Incentive. Employees who are eligible and who elect to exercise the option to retire early shall receive the State paid portion of health and dental insurance benefits for themselves and their dependents until the employee reaches age 65 provided the employee was eligible for such benefits at the time of retirement. The employee shall receive the health and dental insurance coverage to which the employee was entitled at the time of retirement, subject to any changes in coverages in accord with this or any subsequent contract.

## ARTICLE XXX

### SAVINGS CLAUSE

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

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

#### ARTICLE XXXI

##### COMPLETE AGREEMENT AND WAIVER CLAUSE

Both parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule, or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

#### ARTICLE XXXII

##### DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the \_\_\_\_ day of \_\_\_\_\_, 1988, subject to ratification by the Seventy-Fifth (75th) or subsequent session of the Legislature and shall remain in full force and effect through the thirtieth day of June, 1989.


It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than August 15 of even-numbered years that it desires to modify the Agreement.

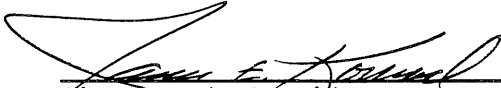
This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

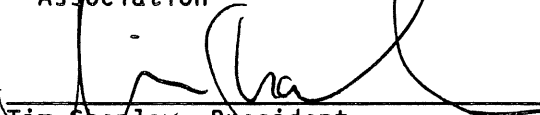
In the event that a Successor Agreement has not been agreed upon by an expiration date of this Agreement as provided for in paragraphs 1 or 2 above, either party may terminate this Agreement by the serving of written notice upon the other party not less than ten (10) calendar days prior to the desired termination date which shall not be before the expiration date provided above.

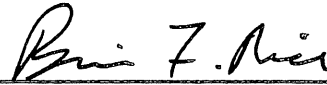
In witness whereof, the parties hereto have set their hands this 24<sup>TH</sup> day  
of Feb, 1988.

FOR THE ASSOCIATION

  
Fred Peterson, President  
MN State Patrol Troopers  
Association

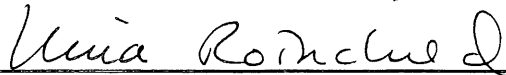
  
Jim Konrad, President  
MN Conservation Officers'  
Association

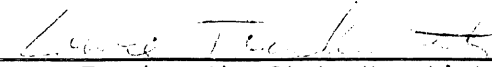
  
Tim Shanley, President  
MN Bureau of Criminal Apprehension  
Agents' Association

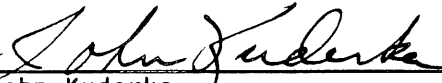
  
Brian Rice, Esq.  
MN Law Enforcement Association

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER

  
Nina Rothchild, Commissioner  
MN Department of Employee Relations

  
Lance Teachworth, State Negotiator  
MN Department of Employee Relations

  
John Kuderka  
Labor Relations Representative  
MN Department of Employee Relations

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# APPENDIX A - VACATION

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

## HOURS OF VACATION ACCRUED DURING EACH PAYROLL PERIOD OF CONTINUOUS SERVICE

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9%	0	0	0	0	0	0	0
At least 9%, but less than 19%	½	1	1½	1½	1½	1½	1½
At least 19%, but less than 29%	1	1½	1½	2	2	2½	2½
At least 29%, but less than 39%	1½	2	2½	3	3	3½	3½
At least 39%, but less than 49%	2	2½	3½	3½	4	4½	4½
At least 49%, but less than 59%	2½	3½	4½	4½	5	5½	5½
At least 59%, but less than 69%	3	3½	5½	5½	6	6½	6½
At least 69%, but less than 79%	3½	4½	6½	6½	7	7½	8
At least 79%	4	5	7	7½	8	8½	9

APPENDIX B - SICK LEAVE

Eligible employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals prorated according to the rate schedule indicated below:

HOURS OF SICK LEAVE ACCRUED DURING EACH  
PAYROLL PERIOD OF CONTINUOUS SERVICE

Number of Hours Worked During Pay Period	Less than 900 Hours	900 Hours and Maintained
Less than 9 1/2	0	0
At least 9 1/2, but less than 19 1/2	3/4	1/4
At least 19 1/2, but less than 29 1/2	1	1/2
At least 29 1/2, but less than 39 1/2	1 1/2	3/4
At least 39 1/2, but less than 49 1/2	2	1
At least 49 1/2, but less than 59 1/2	2 1/2	1 1/4
At least 59 1/2, but less than 69 1/2	3	1 1/2
At least 69 1/2, but less than 79 1/2	3 1/2	1 3/4
At least 79 1/2	4	2

## APPENDIX C - CODE OF ETHICS

### Statement of purpose.

- A. The observance of high ethical standards by state employees is essential to the conduct of free government. The employee holds his or her position as a public trust and any effort to realize personal gain through official conduct is a violation of that trust.
- B. It is recognized that employees should have equal opportunity with all citizens to develop private, economic and social interests and that it is therefore necessary to distinguish between those minor and inconsequential conflicts which are unavoidable in a free society and those conflicts which are substantial and material and conflict with the employee's responsibility to the public.
- C. It is further recognized that employees are granted certain rights to organize and participate in labor or employee organizations under M.S. 179.61-179.77. These rules shall not be interpreted to apply to any activity which is protected by M.S. 179.61-179.77 or agreements and practices thereunder nor to prevent a current or former employee from accepting employment with a labor or employee organization representing employees.
- D. The standards of conduct for employees in the performance of their official duties set forth in this chapter are intended to identify potential conflicts of interest, eliminate actual conflicts of interest, improve standards of public service and promote and strengthen the faith and confidence of the people of the State in their government. It is further intended that these standards shall serve both as a guide for official conduct and as a basis for disciplinary action.

### Definitions.

- A. "Agency" means a department, commission, board, institution or other entity in the executive branch in which all positions are under the same appointing authority.
- B. "Appointing Authority" means a person or group of persons empowered by the constitution, by statute or by lawfully delegated authority to make appointments to positions in state service.
- C. "Business" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in non-profit or profit-making activities.
- D. "Confidential information" means any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in non-summary form, would provide unfair economic advantage or adversely affect the competitive position of an individual or a business.
- E. "Employee" means any classified or unclassified employee of the executive branch. Where specific provisions of M.S. ch. 10A apply to employees and would conflict with any of these rules, the provisions of M.S. ch. 10A will apply to that specific instance.

- F. "Private interest" means any interest, including but not limited to a financial interest, which pertains to a person or business whereby such person or business would gain a benefit, privilege, exemption or advantage from the action of a state agency or employee that is not available to the general public.

Acceptance of gifts or favors. An employee shall not directly or indirectly receive or agree to receive any payment of expense, compensation, gift, reward, gratuity, favor, service or promise of future employment or other future benefit from any source except the State for any activity related to the duties of the employee unless otherwise provided by law. However, the acceptance of any of the following shall not be a violation of this rule;

- A. Advertising gifts of nominal value having wide distribution.
- B. Plaques or similar mementoes recognizing individual service in a field of specialty or to a charitable cause.
- C. Payment or reimbursement of expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the State and which have been approved in advance by the appointing authority as part of a work assignment.
- D. Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the State.

Use of confidential information. An employee shall not disclose confidential information, shall not use confidential information to further the employee's private interest, and shall not accept outside employment or involvement in a business or activity that will require him or her to disclose or use confidential information.

Use of State property. An employee shall not use or allow the use of State time and supplies and state owned or leased property and equipment for his or her private interests or any other use not in the interest of the State, except as provided by law.

#### Conflicts of interest.

- A. An employee shall not use or attempt to use his or her position to secure benefits, privileges, exemptions or advantages for the employee or others different from those available to the general public.
- B. An employee shall not accept other employment which will affect his or her independence of judgment in the exercise of the employee's official duties.
- C. An employee shall not act as agent or attorney in any action or matter pending before the agency by which he or she is employed except in the proper discharge of official duties or on the employee's own behalf.
- D. When an employee believes the potential for a conflict of interest exists, it is his or her duty to take action to avoid the situation. The employee shall:

1. Cease the performance of duties that could create a conflict of interest and notify the appointing authority within one working day of such cessation.

and

2. Prepare a written statement describing the matter requiring action or decision and the nature of the possible conflict of interest.

and

3. Take either of the following courses of action:

- a. Deliver the statement to his or her appointing authority and request a clarification of the possibility of a conflict of interest. The appointing authority may request an advisory opinion from the Commissioner of Employee Relations or legal counsel. A copy of any advisory opinion issued by an appointing authority shall be sent to the Commissioner of Employee Relations.
- b. Request an advisory opinion directly from the Commissioner of Employee Relations by delivering the statement to the Commissioner. The Commissioner shall issue an advisory opinion within seven days and provide a copy to the employee and appointing authority.

4. If the employee, appointing authority or Commissioner determine that a conflict of interest exists, the employee shall, if possible, be relieved of the assignment, and the appointing authority shall assign the matter to another qualified employee who does not have a conflict of interest. If it is not possible to assign the matter to an employee who does not have a conflict of interest, interested persons shall be notified of the conflict and the employee may proceed with the assignment.

5. A conflict of interest shall be deemed to exist when a review of the situation by the employee, the appointing authority or the commissioner determines any one of the following conditions to be present:

- a. The use for private gain or advantage of State time, facilities, equipment or supplies or the badge, uniform, prestige or influence of the State office or employment;
- b. Receipt or acceptance by the employee of any money or other thing of value from anyone other than the State for the performance of an act which the employee would be required or expected to perform in the regular course or hours of State employment or as part of his or her duties as an employee;
- c. Employment by a business which is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee;
- d. The performance of an act in other than his or her capacity as an employee which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee.

Disciplinary action. The rules of conduct set forth in this chapter shall be deemed conditions of employment in the State service. Violation of these rules of conduct shall constitute just cause for disciplinary action.

Copy to employees. Each appointing authority shall provide a copy of this chapter and any subsequent amendments to all current employees, and to new employees at the time of appointment.

# APPENDIX D

Effective July 1, 1987 - June 30, 1988  
Series P, Ranges 10-13

Step:		A	B After 1 year	C After 1 Add. Yr.	D After 1 Add. Yr.	E After 1 Add. Yr.	F After 3 Add. Yrs.	G After 1 Add. Yr.
Natural Resources	YR	20,838	21,569	22,321	23,135	23,970	24,868	25,829
Specialist I	MO	1737	1797	1860	1928	1998	2072	2152
(Cons. Officer)	HR	9.98	10.33	10.69	11.08	11.48	11.91	12.37
Natural Resources	YR	21,569	22,321	23,135	23,970	24,868	26,789	28,835
Specialist II	MO	1797	1860	1928	1998	2072	2232	2403
(Cons. Officer)	HR	10.33	10.69	11.08	11.48	11.91	12.83	13.81
Natural Resources	YR	23,970	24,868	25,829	26,789	27,770	29,858	32,197
Specialist III	MO	1998	2072	2152	2232	2314	2488	2683
(Cons. Officer)	HR	11.48	11.91	12.37	12.83	13.30	14.30	15.42
Natural Resources	YR	26,789	27,770	28,835	29,858	31,007	33,408	35,976
Specialist IV	MO	2232	2314	2403	2488	2584	2784	2998
	HR	12.83	13.30	13.81	14.30	14.85	16.00	17.23

# APPENDIX E

Effective July 1, 1988 - June 30, 1989  
Series P, Ranges 10-13

Step:		A	B After 1 year	C After 1 Add. Yr.	D After 1 Add. Yr.	E After 1 Add. Yr.	F After 1 Add. Yr.	G After 1 Add. Yr.
Natural Resources	YR	21,882	22,655	23,427	24,283	25,160	26,121	27,123
Specialist I	MO	1824	1888	1952	2024	2097	2177	2260
(Cons. Officer)	HR	10.48	10.85	11.22	11.63	12.05	12.51	12.99
Natural Resources	YR	22,655	23,427	24,283	25,160	26,121	28,125	30,276
Specialist II	MO	1888	1952	2024	2097	2177	2344	2523
(Cons. Officer)	HR	10.85	11.22	11.63	12.05	12.51	13.47	14.50
Natural Resources	YR	25,160	26,121	27,123	28,125	29,169	31,362	33,805
Specialist III	MO	2097	2177	2260	2344	2431	2613	2817
(Cons. Officer)	HR	12.05	12.51	12.99	13.47	13.97	15.02	16.19
Natural Resources	YR	28,125	29,169	30,276	31,362	32,552	35,078	37,772
Specialist IV	MO	2344	2431	2523	2613	2713	2923	3148
	HR	13.47	13.97	14.50	15.02	15.59	16.80	18.09

# APPENDIX F

Effective July 1, 1987 - June 30, 1988  
Series P, Range 20-23

Step:		A	B After 1 Year	C After 1 Add. Year	D After 1 Add. Year	E After 1 Add. Year	F After 3 Add. Years	G After 3 Add. Years
Special Agent	YR	29,441	30,380	31,487	32,698	33,846	35,726	37,647
	MO	2453	2532	2624	2725	2821	2977	3137
	HR	14.10	14.55	15.08	15.66	16.21	17.11	18.03
Special Agent Team Leader	YR	30,380	31,487	32,698	33,846	35,016	37,647	40,382
	MO	2532	2624	2725	2821	2918	3137	3365
	HR	14.55	15.08	15.66	16.21	16.77	18.03	19.34

# APPENDIX G

Effective July 1, 1988 - June 30, 1989  
Series P, Range 20-23

Step:		A	B After 1 Year	C After 1 Add. Year	D After 1 Add. Year	E After 1 Add. Year	F After 3 Add. Years	G After 1 Add. Year
Special Agent	YR	30,923	31,905	33,053	34,327	35,538	37,521	39,526
	MO	2577	2659	2754	2861	2961	3127	3294
	HR	14.81	15.28	15.83	16.44	17.02	17.97	18.93
Special Agent Team Leader	YR	31,905	33,053	34,327	35,538	36,770	39,526	42,407
	MO	2659	2754	2861	2961	3064	3294	3534
	HR	15.28	15.83	16.44	17.02	17.61	18.93	20.31



# APPENDIX H

Effective July 1, 1987 - June 30, 1988  
Series P, Range 1-3

		Base	After 6 Mos.	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 7 Years	After 10 Years
Trooper	YR	21,694	22,550	24,367	25,223	26,351	27,729	28,668	30,902
	MO	1808	1879	2031	2102	2196	2311	2389	2575
	HR	10.39	10.80	11.67	12.08	12.62	13.28	13.73	14.80
		After 5 Years	After 10 Years						
Trooper 1	YR	28,668	30,902						
	MO	2389	2575						
	HR	13.73	14.80						
		After 10 Years	After 13 Years	After 17 Years					
Corporal	YR	30,902	31,195	31,404					
	MO	2575	2600	2617					
	HR	14.80	14.94	15.04					

# APPENDIX I

Effective July 1, 1988 - June 30, 1989  
Series P, Range 1-3

		Base	After 6 Mos.	After 1 Year	After 2 Years	After 3 Years	After 4 Years	After 7 Years	After 10 Years
Trooper	YR	22,780	23,678	25,578	26,476	27,666	29,107	30,109	32,448
	MO	1898	1973	2132	2206	2306	2426	2509	2704
	HR	10.91	11.34	12.25	12.68	13.25	13.94	14.42	15.54
		After 5 Years	After 8 Years						
Trooper 1	YR	30,109	32,448						
	MO	2509	2704						
	HR	14.42	15.54						
		After 10 Years	After 13 Years	After 15 Years					
Corporal	YR	32,448	32,761	32,970					
	MO	2704	2730	2747					
	HR	15.54	15.69	15.79					

## APPENDIX J - INSURANCE

The Employee Benefit Comparison Program is a well-balanced and comprehensive combination of group term life insurance, hospital/medical and dental benefits for eligible employees. Included are optional coverages which the employee may purchase and pay for through payroll deduction. Eligible employees are those who work:

1. At least 40 hours per week for a period of nine months or more in any twelve consecutive months, or
2. At least 30 hours per week for a twelve consecutive month period.

The State pays one-half the employer contribution to part-time employees who do not meet the 75% time requirement described above but who are employed on a 50% time basis; and to seasonal employees who are scheduled to work at least 1044 hours over a 9 month period in any 12 consecutive months.

Basic benefits are effective on the first day of the payroll period beginning on or after the 28 calendar days of employment with the State/University of Minnesota. An employee must be actively at work on the effective date of coverage. This actively at work requirement applies to any optional coverages. Dependents hospitalized on the effective date of coverage are not insured until dependents are released from the hospital. Dependents' coverage is not effective before the employee's coverage.

If both spouses work for the State/University of Minnesota and are eligible for single coverage, neither spouse may be covered as a dependent by the other. Either spouse may cover their eligible, dependent children and receive the State/University of Minnesota contribution toward the cost of this coverage.

Group life insurance is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). The amount of State/University of Minnesota paid insurance provided is according to the schedule in the employee's bargaining unit, the Commissioner's Plan or the Manager's Plan. Employees becoming totally and permanently disabled before age 70 may apply for continuation of their life insurance without further premium payment. If approved, the life insurance remains in force until age 70.

Accidental death and dismemberment benefits are included under the life insurance plan. If an employee dies by accident (on or off the job) the life insurance benefit automatically doubles.

Where plans are available, the State of Minnesota provides two comprehensive approaches to health care: the health maintenance organization (HMO) concept or the fee for service concept. The employee must choose one of these approaches. Dental coverage may be selected through either Delta Dental Plan or Minnesota or Group Health, Inc.

The HMO's provide coverage for diagnosis and treatment of an illness or injury and for preventive medicine at no cost (with some exceptions) to the member. Under HMO plans, members must reside within a geographic service area and must use the services of HMO affiliated physicians, clinics and hospitals to receive full coverage. Special provision is made for emergency service while traveling outside the service area.

The fee for service organizations provide coverage at no cost to the member for preventive medicine, physician, and outpatient service within the physician network. The covered employee or dependent is not restricted to physicians and hospitals in the network. Members receive full coverage for emergency, physician, and outpatient service; partial coverage for nonemergency service outside the network. The employee may choose inpatient hospital coverage.

Eligible dependents for health coverage are as follows:

- the subscriber's spouse if not legally separated,
- the subscriber's unmarried, dependent children from birth to age 19,
- the subscriber's unmarried, dependent children to age 23, if children 19 years or older are full-time students at an accredited, educational institution,
- the subscriber's dependent children to any age if the children qualify under the terms of the contract, as incapable of self-sustaining employment because of mental retardation or physical disability, and if the children are completely dependent upon the employee for support,
- the term dependent children includes the employee's naturally, legally adopted, step, and foster children for whom the employee is providing the principal support and maintenance.

This booklet is provided to offer a member means to compare the benefits of many policies. For specific exclusions, see your policy certificate.

COORDINATED HEALTH CARE

GENERAL HOSPITAL	
ADMISSIONS	100% coverage in semi-private room for unlimited days.
SURGERY	100% coverage
ANESTHESIOLOGY	100% coverage
X-RAY AND LABORATORY (Inpatient and clinical)	100% coverage
OFFICE CALLS	100% coverage
EYE EXAMS	100% coverage
MATERNITY	100% coverage while policy is in force.
PREVENTIVE MEDICINE	100% coverage for health evaluations, immunizations, hearing exams, eye exams, well child care when provided or referred by CHC physician. 100% coverage for allergy testing and treatment. A \$10 copayment is charged every 6 months for allergy serum.
OUTPATIENT EMERGENCY	Member follows the direction of their CHC clinic in the event of an emergency or for after hour care. \$10 co-payment for authorized use of hospital emergency room. Copayment is waived if member admitted to the hospital.
PRESCRIPTIONS; DRUGS	Member pays \$3 a prescription up to a 34 day supply at any CHC participating pharmacy. Selected maintenance drugs available in 100 unit dose for \$3.
EYE GLASSES	Discount at participating CHC eye care providers.
MENTAL HEALTH	Inpatient: \$15 a day copayment, maximum confinement 30 days. Outpatient: 80% coverage for 40 visits a contract year. Preauthorization from your CHC physician is required.
CHEMICAL DEPENDENCY	Inpatient: Member pays \$15 a day 1st through 30th day, \$25 a day 31st through 73rd day, maximum of 73 days. Outpatient: 100% coverage 1st through 5th visit. Member pays \$10 6th through 25th visit, maximum 25 visits a year.
SUPPLEMENTAL BENEFITS	80% coverage (to a lifetime maximum of \$10,000) for services including oxygen and medical equipment. Member pays 20% balance. 80% coverage for home skilled nursing care if medically necessary. No coverage for custodial care.
OUT OF AREA BENEFITS	Inpatient: 100% coverage for hospital room and board. 80% coverage for physician, nursing and ancillary costs. Outpatient: 80% coverage. (Member pays maximum of \$500 for covered benefits a member an incident. No prescription benefit.)
DENTAL CARE	Dental care and dental surgery is excluded except for accidental injury to sound, natural teeth, excision of tumors, and exostoses.
PRE-EXISTING CONDITIONS	No restrictions.
CONVERSION PLAN	Member may convert to an individual plan. A special package is available to member who leaves metropolitan area. (See certificate)

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

# FIRST PLAN HMO

GENERAL HOSPITAL	
ADMISSIONS	100% coverage in semi-private room for unlimited days.
SURGERY	100% coverage
ANESTHESIOLOGY	100% coverage
X-RAY AND LABORATORY (Inpatient and clinical)	100% coverage
OFFICE CALLS	100% coverage
EYE EXAMS	100% coverage
MATERNITY	100% coverage
PREVENTIVE MEDICINE	100% coverage for routine physical exams; well child and well baby care; immunizations; pap smears; family planning services and health education.
OUTPATIENT EMERGENCY	100% coverage if plan physician contacted first, otherwise member pays \$10 deductible and 10% co-payment (waived if admitted to hospital).
PRESCRIPTIONS, DRUGS	Member pays \$2 a prescription up to a 34 day supply at a participating pharmacy.
EYE GLASSES	20% discount through First Plan HMO participating optical providers. No limit to frequency of purchase or number of pair.
MENTAL HEALTH	Inpatient: 100% coverage for 30 days a year. Outpatient: Member pays \$10 a visit to 40 visits a year.
CHEMICAL DEPENDENCY	Inpatient: 80% coverage for inpatient to 73 days when referred by a plan physician. Outpatient: 100% coverage for outpatient when referred by a plan physician.
SUPPLEMENTAL BENEFITS	90% coverage for rental or purchase of medical equipment when prescribed by a plan physician.
OUT OF AREA BENEFITS	100% coverage for hospitalization; \$10 deductible, member pays 10% for outpatient emergencies.
DENTAL CARE	Limited dental care restricted to accidental injury to sound teeth. 20% member co-paid.
PRE-EXISTING CONDITIONS	No restrictions.
CONVERSION PLAN	Conversion to nongroup HMO membership in First Plan.

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

GROUP HEALTH INC.

GENERAL HOSPITAL	
ADMISSIONS	100% coverage in semi-private room for unlimited days.
SURGERY	100% coverage
ANESTHESIOLOGY	100% coverage
X-RAY AND LABORATORY (Inpatient and clinical)	100% coverage
OFFICE CALLS	100% coverage
EYE EXAMS	100% coverage
MATERNITY	100% coverage while policy is in force.
PREVENTIVE MEDICINE	100% coverage for health evaluations (except to obtain employment or insurance or licensure), well baby care, immunizations, and allergy testing, treatment and shots. Health education programs available through GHI.
OUTPATIENT EMERGENCY	Member pays \$10 an authorized visit for emergency care when no hospital admission results in 24 hours. 100% coverage in GHI Urgent Care Centers.
PRESCRIPTIONS, DRUGS	Member pays \$4.00 a prescription up to a 34 day supply of drugs in GHI formulary. Pharmacies located in or near all GHI Medical Centers.
EYE GLASSES	Discount prices when purchased at GHI centers in Metro area. Contact lenses available at GHI.
MENTAL HEALTH	Inpatient: 100% coverage by GHI Mental Health Department to 30 days a contract year.  Outpatient: Psychiatric care when provided or referred by GHI staff. Member pays \$15 individual/\$5 group therapy for coverage limited to 40 visits a calendar year.
CHEMICAL DEPENDENCY	Inpatient: 80% coverage for 73 days when authorized by GHI medical director.  Outpatient: Member pays \$10 individual/\$5 group therapy a visit when provided by GHI. 80% coverage when referred by GHI to outside provider.
SUPPLEMENTAL BENEFITS	80% coverage for skilled nursing care, oxygen, prosthetic devices, rental or purchase of durable medical equipment when prescribed by GHI physician. No maximum.
OUT OF AREA BENEFITS	80% coverage of first \$2,000, 100% thereafter for emergency care. Applies to both inpatient and physician service. Reciprocity with over 50 HMOs is available.
DENTAL CARE	GHI medical provides accidental, injury care to sound, natural teeth. Member pays lab charges. GHI member may select separate, comprehensive GHI dental coverage during dental open enrollment period or as a new employee.
PRE-EXISTING CONDITIONS	No restrictions.
CONVERSION PLAN	GHI provides conversion to a nongroup HMO membership in GHI.

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

MAYO HEALTH PLAN

GENERAL HOSPITAL

ADMISSIONS	100% coverage in semi-private room. Member pays 10% to \$100 a confinement at Rochester Methodist Hospital or Saint Marys Hospital in Rochester, Minnesota.
SURGERY	100% coverage or member pays 25% to \$100 for Mayo Clinic specialist.
ANESTHESIOLOGY	100% coverage or member pays 25% to \$100 for Mayo Clinic specialist.
X-RAY AND LABORATORY (Inpatient and clinical)	100% coverage
PHYSICIAN SERVICES	100% coverage or member pays 25% to \$100 for Mayo Clinic specialist.
MATERNITY	100% coverage or member pays 25% to \$100 for Mayo Clinic specialist at Rochester Methodist Hospital.
PREVENTIVE MEDICINE	100% coverage for preventive health examinations, hearing and eye examinations, adult and child immunizations, pre-natal care visits, well baby care and family planning services.
EMERGENCY ROOM	Member pays 25% to maximum of \$25 a visit (waived if admitted to the hospital).
PRESCRIPTIONS, DRUGS	Inpatient: 100% coverage. Outpatient: Member pays \$4 a prescription or refill up to a 34 day supply or 100 units; available at participating Mayo Health Plan pharmacies.
EYE GLASSES AND EXAMS	100% coverage for eye exams or member pays 25% to \$100 for Mayo Clinic specialist (waived if preventive eye exam). No coverage on glasses, lenses, or contacts (except medically necessary contact lenses).
OUTPATIENT HOSPITAL SERVICES	100% coverage or member pays 25% to \$50 at Rochester Methodist Hospital or Saint Marys Hospital.
MENTAL HEALTH	Inpatient: 30 days a calendar year. 100% coverage or member pays 10% to \$100 a confinement at Rochester Methodist Hospital or Saint Marys Hospital. Outpatient: Coverage to 40, 55 minute visits a calendar year. Member pays \$10 a visit. Visits 11-40 require preauthorization. No payment without preauthorization.
CHEMICAL DEPENDENCY	Inpatient: 73 days a year. 100% coverage or member pays 10% to \$100 a confinement at Rochester Methodist Hospital or Saint Marys Hospital. Outpatient: 20 55-minute visits a year are covered. Member pays \$10 a visit.
SUPPLEMENTAL BENEFITS	Unlimited lifetime maximum. 100% coverage for ambulance. 100% coverage for home health services for physical, occupational or speech therapy, if approved by a plan physician. 100% coverage for prosthetics and rental or purchase of certain durable medical equipment, when prescribed by a plan physician.
OUT OF AREA BENEFITS	Emergency physician, inpatient, and outpatient hospital services covered as in area. No coverage for routine care.
DENTAL CARE	No coverage for routine dental services. Limited coverage for oral surgery due to traumatic injury, tumors or cysts.
PRE-EXISTING CONDITIONS	No restrictions during open enrollment periods.
CONVERSION PLAN	Individual major medical conversion contract available.
This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.	

MEDCENTERS HEALTH PLAN

GENERAL HOSPITAL	
ADMISSIONS	100% coverage in semi-private room for unlimited days.
SURGERY	100% coverage
ANESTHESIOLOGY	100% coverage
X-RAY AND LABORATORY (Inpatient and clinical)	100% coverage
OFFICE CALLS	100% coverage
EYE EXAMS	100% coverage
MATERNITY	100% coverage while policy is in force.
PREVENTIVE MEDICINE	100% coverage for physical examinations (except for employment or insurance), well baby care, immunizations, and allergy testing and treatment.
OUTPATIENT EMERGENCY	Member pays \$25 a visit, waived if admitted for same condition within 24 hours. Member pays \$7 an urgent care center visit.
PRESCRIPTIONS, DRUGS	Member pays \$4.50 a prescription up to a 30 day supply (90 days for birth control pills, 1 vial of insulin).
EYE GLASSES	\$50 credit on eye glasses or contacts obtained at Benson's, Daytons, St. Paul Eye Clinic or Park Nicollet.
MENTAL HEALTH	Inpatient: 80% coverage to 60 days a calendar year. Outpatient: Individual Therapy - Member pays \$15 a session. Family Therapy - Family pays \$15 a session. Group Therapy - Member pays \$5 a session. Maximum: 40 visits a calendar year.
CHEMICAL DEPENDENCY	Inpatient: 80% coverage to 75 inpatient days a calendar year when approved by a plan, chemical dependency counselor. Outpatient: Outpatient treatment for alcoholism and chemical dependency covered as any mental condition.
SUPPLEMENTAL BENEFITS	80% coverage for ambulance, prosthetic devices and durable medical equipment.
OUT OF AREA BENEFITS	80% coverage of first \$2000, 100% coverage thereafter for emergency expenses in a calendar year.
DENTAL CARE	80% coverage for accident to sound, natural teeth.
PRE-EXISTING CONDITIONS	No restrictions.
CONVERSION PLAN	If remaining in service area MCHP provides conversion to non-group HMO membership in MCHP.

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

# SHARE HEALTH PLAN

GENERAL HOSPITAL	
ADMISSIONS	100% coverage in semi-private room for unlimited days.
SURGERY	100% coverage
ANESTHESIOLOGY	100% coverage
X-RAY AND LABORATORY (Inpatient and clinical)	100% coverage
OFFICE CALLS	100% coverage
EYE EXAMS	100% coverage
MATERNITY	100% coverage while policy is in force.
PREVENTIVE MEDICINE	100% coverage for physical exams, eye exams, well child care, immunizations, voluntary family planning, infertility consultations and evaluations, diagnostic x-ray and lab, and allergy testing and treatment.
OUTPATIENT EMERGENCY	100% coverage for emergency care at any SHARE medical office or hospital.
PRESCRIPTIONS, DRUGS	Member pays up to \$2.50 a prescription up to a 34 day supply or 100 pills, whichever is less (3 month supply of birth control pills), when purchased from participating pharmacies.
EYE GLASSES	20% discount through SHARE optical providers. No limit to frequency of purchase or number of pair.
MENTAL HEALTH	Inpatient: Member pays \$15 a day to 30 day confinement. Member pays \$15 a day, maximum 30 day residential care facility confinement for emotionally handicapped children.  Outpatient: Member pays 20% a visit, 40 visits a calendar year for outpatient evaluation and crisis intervention care.
CHEMICAL DEPENDENCY	Inpatient: Member pays \$15 a day to 73 days a year for detoxification and/or treatment.  Outpatient: Member pays \$5 a day to 20 visits a calendar year for drug addiction or alcohol treatment.
SUPPLEMENTAL BENEFITS	100% coverage for ambulance, blood, and home health care if approved by plan physician. 80% coverage for prosthetic devices and durable medical equipment.
OUT OF AREA BENEFITS	80% coverage of first \$500 in emergency expenses, 100% thereafter.
DENTAL CARE	80% coverage for injury to sound, natural teeth.
PRE-EXISTING CONDITIONS	No restrictions.
CONVERSION PLAN	Individual plan available through SHARE at same level of benefits for persons residing in the service area. If member moves outside SHARE'S service area, conversion plan available John Alden Life.

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.



CENTRAL MINNESOTA GROUP HEALTH PLAN

	GROUP HEALTH PROVIDERS	NON-PROVIDERS
GENERAL HOSPITAL		
ADMISSIONS	100% coverage in semi-private room; unlimited days.	Member pays a deductible of \$150 a year (3 deductibles a family). Group Health pays 80% of the first \$5,000 (\$1,000 out-of-pocket a member maximum). Coverage is 100% thereafter.
SURGERY	100% coverage	\$150 deductible/80% coverage.
ANESTHESIOLOGY	100% coverage	\$150 deductible/80% coverage.
X-RAY AND LABORATORY	100% coverage	\$150 deductible/80% coverage.
INPATIENT AND CLINICAL	100% coverage	\$150 deductible/80% coverage.
OFFICE CALLS	100% coverage	\$150 deductible/80% coverage.
EYE EXAMS	100% coverage	No coverage.
MATERNITY	100% coverage while policy is in force.	\$150 deductible/80% coverage.
PREVENTIVE MEDICINE	100% coverage for health evaluations that include routine physical, well baby and child care, immunizations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CMGHP medical center. Non-Provider: No coverage.	
OUTPATIENT EMERGENCY	100% coverage. Non-Provider: \$150 deductible/80% coverage.	
PRESCRIPTIONS, DRUGS	Member pays \$4 a prescription up to a 31 day supply. Drugs available at Group Health Pharmacy or participating pharmacies after office hours. Non-Provider: \$150 deductible/80% coverage.	
EYE GLASSES	Discounts on usual eyewear through participating optical stores. Non-Provider: No coverage.	
MENTAL HEALTH	Inpatient: 100% coverage to 30 days a calendar year. Non-Provider: \$150 deductible/80% coverage.  Outpatient: Member pays 20% of the first 10 hours, 25% for additional hours. Member covered to a minimum 20 hours a calendar year. Mental health director may approve up to 20 additional hours. Non-Providers: Member pays 20% of the first 10 hours, 25% for additional hours. Member covered to a minimum of 10 hours a calendar year. Mental health director may approve to 30 additional hours.	
CHEMICAL DEPENDENCY	Inpatient: 80% coverage for 73 days a calendar year when authorized by a Group Health physician. Non-Provider: \$150 deductible/80% coverage to 73 days a calendar year. Outpatient: 100% coverage, unlimited visits. Non-Provider: \$150 deductible/80% coverage, 130 hours a calendar year.	
SUPPLEMENTAL BENEFITS	80% of fair, reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by a Group Health physician. Non-Provider: \$150 deductible/80% coverage.	
OUT OF AREA BENEFITS	Inpatient, outpatient, and ambulance for emergency care. Group Health provides 80% coverage of first \$2000. Member pays \$400 maximum. 50% coverage for drugs. Non-Provider: \$150 deductible/80% coverage.	
DENTAL CARE	80% coverage of first \$375 a calendar year for accidental injury to sound, natural teeth. Non-Provider: \$150 deductible/80% coverage.	
PRE-EXISTING CONDITIONS	No restrictions. Non-Provider: No restrictions.	
CONVERSION PLAN	CMGHP provides conversion to a self pay plan membership. Conversion available through MidAmerican Mutual Life Insurance Company for members who move outside Group Health's service area. Call Group Health for further information on transfer agreements for providers and non-providers; 253-5348.	

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

## HMO GOLD

	HMO Gold Network	AWARE Gold Network	Nonnetwork
COVERAGE INFORMATION	Coverage described in this column applies to covered services provided by your primary care clinic or with a referral from your primary care clinic. Your most complete coverage is under this column. You are only responsible for coinsurance, copayments, and noncovered services.	Coverage described in this column applies to usual and customary (U & C) charges for covered services provided by AWARE facilities or AWARE Gold health professionals. You are only responsible for coinsurance and non-covered services.	Coverage described in this column applies to U & C charges for covered services provided by nonnetwork providers of health care. A non-network provider is one other than your primary care clinic, an authorized hospital or referral provider, or an AWARE Gold network provider. When you use nonnetwork providers, you may have to file your own claim and pay a balance in addition to your deductible, copayments, and coinsurance. We will send payment to you, not to the provider, and you are responsible for full payment to the provider.
DEDUCTIBLE	No deductible	No deductible	Annual deductible \$100 a person, \$200 a family. Deductible applies to all covered services except as noted in this column.
PREVENTIVE CARE AND OFFICE VISITS	100% coverage for routine physical exams, immunizations, well-baby care, hearing and vision exams, and office visits for illness. No coverage for hearing aids, glasses, and contact lenses; however, discounts on glasses and contact lenses are offered by HMO Gold optical centers.	80% coverage of first \$5,000 (100% thereafter) for same services listed under first column.	After deductible, 80% coverage of first \$5,000 of U & C charges (100% of U & C charges thereafter) for same services listed in first column.
OTHER PHYSICIAN SERVICES	100% coverage for surgery, maternity care, in-hospital medical care, anesthesia, and allergy testing and treatment.	80% coverage of first \$5,000 (100% thereafter) for same services listed in the first column. Some oral surgery covered.	After deductible, 80% coverage of first \$5,000 of U & C charges (100% of U & C charges thereafter) for same services listed in the first column. Some oral surgery covered.
CHIROPRACTIC SERVICES	100% coverage for authorized chiropractic services.	80% coverage of first \$5,000 (100% thereafter).	After deductible, 80% coverage of first \$5,000 of U & C charges (100% of U & C charges thereafter). 15 services a calendar year limit.
DIAGNOSTIC X-RAY AND LABORATORY SERVICES	100% coverage for authorized X-ray and laboratory services.	80% coverage of first \$5,000 (100% thereafter).	After deductible, 80% coverage of first \$5,000 of U & C charges (100% of U & C charges thereafter).
PRESCRIPTION DRUGS	Member pays \$4.50 a prescription for 34 day or 100 unit supply or for 3 cycles of oral contraceptives dispensed by HMO Gold pharmacy for HMOM or BCBSM listed drugs. Member pays \$10 a prescription for non-listed drugs.	Member pays \$4.50 a prescription for 34 day or 100 unit supply or for 3 cycles of oral contraceptives dispensed by AWARE Gold pharmacy for HMOM or BCBSM listed drugs. Member pays \$10 a prescription for non-listed drugs.	No deductible. Member pays \$4.50 a prescription for 34 day or 100 unit supply or 3 cycles of oral contraceptives dispensed by a nonnetwork pharmacy for BCBSM or HMOM listed drugs. Member pays \$10 a prescription for non-listed drugs. You may have to pay the bill in full and file your own claim.

	HMO Gold Network	AWARE Gold Network	Nonnetwork
INPATIENT HOSPITAL	100% coverage for semi-private room as medically necessary, includes nonacute care facilities and admissions to HMO Gold participating hospitals by your primary care clinic or authorized referral provider or by an AWARE Gold or nonnetwork provider.	80% coverage of first \$5,000 (100% thereafter) in a semiprivate room as medically necessary, includes facilities for nonacute care and emotionally handicapped children.	No deductible. 80% coverage of first \$5,000 of allowed amounts (100% of allowed amounts thereafter) in a semiprivate room as medically necessary. Member pays additional \$250 if not preauthorized. Includes facilities for nonacute care and emotionally handicapped children.
OUTPATIENT HOSPITAL	100% coverage for surgery, preoperative testing, chemotherapy, hemodialysis, diagnostic X-ray and laboratory services, and accident care. Member pays \$25 an in-area emergency room visit, unless inpatient admission occurs for the same condition within 24 hours. Includes care at HMO Gold participating hospitals without authorization or referral from your primary care clinic.	80% coverage of first \$5,000 (100% thereafter) for surgery, preoperative testing, chemotherapy, hemodialysis, diagnostic X-ray and laboratory services, and accident care.	No deductible. 80% coverage of first \$5,000 of allowed amounts (100% of allowed amounts thereafter) for the same services listed under second column.
MEDICAL EMERGENCY	<p>100% coverage for medical emergencies, except member pays \$25 an in-area emergency room visit. No payment if inpatient admission occurs for the same condition within 24 hours. No copayment for out-of-area emergency room visit.</p> <p>You must notify your primary care clinic within 48 hours of emergency care.</p> <p>Regardless of the network used, coverage is provided by HMO Minnesota and is subject to the terms of the HMO Minnesota Certificate of Coverage.</p>		
AMBULANCE	100% coverage for emergencies or when authorized by primary care clinic, authorized referral provider or HMO Minnesota. Air ambulance covered up to the cost of ground ambulance, unless ordered "first response" or if air ambulance is only medically acceptable means of transport.	80% coverage of first \$5,000 (100% thereafter). Air ambulance not covered.	No deductible. 80% coverage of first \$5,000 of allowed amounts (100% of allowed amounts thereafter). Air ambulance not covered.
PHYSICAL THERAPY, OCCUPATIONAL THERAPY, AND SPEECH THERAPY	100% coverage for authorized physical therapy, occupational therapy, and speech therapy.	80% coverage of first \$5,000 (100% thereafter).	After deductible, 80% coverage of first \$5,000 of U & C charges (100% of U & C charges thereafter).
HOME HEALTH CARE	100% coverage for authorized home health care. No coverage for custodial care.	80% coverage of \$5,000 annual maximum (no coverage thereafter). No coverage for custodial care.	After deductible, 80% coverage of \$5,000 annual maximum of allowed amounts (no coverage thereafter). No coverage for custodial care.

	HMO Gold Network	AWARE Gold Network	Nonnetwork
INPATIENT MENTAL HEALTH AND CHEMICAL DEPENDENCY TREATMENT	90% coverage for 73 days a year for combination of mental health and chemical dependency treatment; no day maximum for detoxification. Includes coverage for emotionally handicapped children. Physician services covered at 90%.	80% coverage for 73 days a year for mental health care; additional 73 days for chemical dependency treatment. 80% coverage of U & C charges for physician services.	No deductible. 80% coverage of allowed amounts for 73 days a year for mental health care; additional 73 days for chemical dependency treatment. Member pays \$250 for facility charges if not preauthorized. 80% coverage of U & C charges after deductible for physician services.
OUTPATIENT MENTAL HEALTH CARE	90% coverage for 10 hours a year for outpatient mental health treatment. 80% coverage for hours 11-40 with pre-authorization.	80% coverage for first 40 hours a year. Hours 11-40 requires pre-authorization. No payment without pre-authorization.	80% coverage of U & C charges for first 10 hours a year. After deductible, 75% coverage of U & C for hours 11-40. Hours 11-40 requires preauthorization. No payment if not preauthorized.
OUTPATIENT CHEMICAL DEPENDENCY TREATMENT	90% coverage for 30 hours a year for outpatient chemical dependency treatment. Unlimited for detoxification.	80% coverage for up to 130 hours a year.	No deductible. 80% coverage of allowed amounts for up to 130 hours a year.
SUPPLIES	100% coverage for authorized supplies.	100% coverage of U & C charges for covered supplies.	No deductible. 100% coverage of U & C charges for covered supplies.
OUT-OF-POCKET MAXIMUM	\$500 a person a year, includes all copayments and coinsurance except coinsurance for chemical dependency and mental health care.	\$2,500 a person a year combined for AWARE Gold network and nonnetwork (second and third columns). Includes all copayments, coinsurance, and deductibles except coinsurance for chemical dependency and mental health care. Noncovered charges do not count toward the \$2,500.	
LIFETIME MAXIMUM	Unlimited.	\$1,000,000 a person for total benefits paid under AWARE Gold network and nonnetwork (second and third columns).	

Coverage in the first column is provided by HMO Minnesota. Coverage in the second and third column is provided by Blue Cross and Blue Shield of Minnesota.

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

PHP/COMBINATION PLAN

	PHP PROVIDERS	NON-PROVIDERS
GENERAL HOSPITAL		
ADMISSIONS	100% coverage in semi-private room.	80% coverage after deductible
SURGERY	100% coverage. A second opinion may be requested by PHP for elective surgery. 25% reduced benefits if second opinion not obtained.	80% coverage after deductible
ANESTHESIOLOGY	100% coverage	80% coverage after deductible
X-RAY AND LABORATORY (Inpatient and clinical)	100% coverage	80% coverage after deductible
OFFICE CALLS	100% coverage	80% coverage after deductible
EYE EXAMS	100% coverage	No coverage
MATERNITY	100% coverage while policy is in force.	80% coverage after deductible
PREVENTIVE MEDICINE	100% coverage for routine health exams well child care, and immunizations. No coverage for employment examinations, licensure, judicial orders, insurance or medical research.	
OUTPATIENT EMERGENCY	Member pays \$30 a visit for emergency room and outpatient services through any participating hospital; 100% coverage for scheduled outpatient surgery; diagnostic tests and therapy if no facility fee is charged or when admission for same emergency condition occurs within 24 hours. Non-PHP Providers: \$300 deductible/80% coverage.	
PRESCRIPTIONS, DRUGS	Inpatient: 100% coverage.  Outpatient: Member pays \$5.50 a prescription up to a 34 day supply; (3 cycles for birth control pills). Non-PHP Providers: \$300 deductible/80% coverage.	
EYE GLASSES	Discounts for eye glasses are available through various optical centers. Non-PHP Providers: no coverage.	
MENTAL HEALTH	Members must be evaluated by PHP mental health designee, Metropolitan Clinic of Counseling (MCC) before beginning or continuing treatment.  Inpatient: 80% coverage of eligible expenses to 73 days a calendar year, advance approval by MCC. Non-PHP: \$300 deductible/80% coverage to 30 days a calendar year, advance approval by plan. 60% coverage without prior authorization.  Outpatient: Member pays \$10 individual/\$5 group therapy a visit to 10 visits a member, a calendar year. Prior authorization for extended treatment required to maximum of 30 visits a member, a calendar year. 75% coverage of eligible expenses for extended treatment. Non-PHP Providers: 80% coverage to 10 visits a member, a calendar year. 75% coverage of extended treatment to 30 visits with prior authorization a member, a calendar year.	
CHEMICAL DEPENDENCY	Inpatient: 80% coverage to 73 days a calendar year for eligible expenses, evaluated and approved in advance by MCC. Non-PHP Providers: \$300 deductible/80% coverage of eligible expenses to 28 days a calendar year, approved in advance by plan.  Outpatient: Member pays \$10 individual/\$5 group therapy a visit to 20 visits a member, a calendar year. Non-PHP Providers: \$300 deductible/80% coverage.	
SUPPLEMENTAL BENEFITS	No lifetime dollar maximum. Coverage as described for services provided by a PHP plan physician and at a PHP facility; 80% coverage for ambulance; 80% coverage for home, health care services and specified prosthetic and durable equipment if authorized in advance by PHP. 100% coverage for blood, physical therapy. No coverage for custodial care. Non-PHP: \$300 deductible/80% coverage. Maximum lifetime coverage \$1,000,000.	

PHP/COMBINATION PLAN (cont.)

OUT OF AREA BENEFITS

80% coverage of the first \$2,500, thereafter 100% coverage for emergency when medically possible for member to reach a PHP Provider.

100% coverage for nonemergency if referred by PHP in advance of service.  
Non-PHP Providers: \$300 deductible/80% coverage for eligible benefits.

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DENTAL CARE

80% coverage for accident related dental treatment occurring while covered, treated within 6 months of injury, and approved in advance by PHP. Non-PHP Providers: No coverage.

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PRE-EXISTING CONDITIONS

100% coverage for all conditions. Non-PHP Providers: No coverage.

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CONVERSION PLAN

Qualified conversion plan available. Please contact our member service department at 612-936-1821.

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

BLUE CROSS AND BLUE SHIELD OF MINNESOTA  
AWARE Gold Limited

Coverage described below applies to charges for covered services provided by AWARE facilities or AWARE Gold health professionals.

GENERAL HOSPITAL

ADMISSIONS	Member pays \$100 deductible a year (maximum \$200 per family), Plan pays 80% of first \$3,000 of eligible expenses (\$680 out-of-pocket a member maximum; \$1,360 a family maximum). 100% coverage thereafter. Coverage includes semi-private room for unlimited days. There is one deductible a year which includes maternity, mental health, chemical dependency, or any other inpatient hospital confinement.
SURGERY	100% coverage
ANESTHESIOLOGY	100% coverage
X-RAY & LAB	100% coverage
OFFICE CALLS	100% coverage
EYE EXAMS	100% coverage for one routine exam a year.
MATERNITY HOSPITAL SERVICES	Deductible and coinsurance apply. See hospital admissions above.
PHYSICIAN SERVICES	100% covered while policy is in force.
PREVENTIVE MEDICINE	100% coverage for routine, annual physicals (except for employment or insurance), eye and ear exams, well-child care, PAP smears, mammograms, immunizations, and injections.
OUTPATIENT HOSPITAL SERVICES	100% coverage for scheduled surgery, diagnostic tests, preadmission tests and exams, radiation therapy and chemotherapy, kidney dialysis.  80% coverage for other non-emergency services.
EMERGENCY CARE	Inpatient: 100% coverage for physician services if admitted within 48 hours. Physician need not be an AWARE Gold physician. Deductible and coinsurance apply for hospital facility charges. See hospital admissions above.  Outpatient: 100% coverage for hospital emergency facility and physician if treated within 48 hours. Physician need not be an AWARE Gold physician.
PRESCRIPTIONS, DRUGS	Member pays \$4.50 a prescription or refill for a 34 day supply, (100-day supply for approved maintenance drugs such as insulin, hypertension medication, birth control pills) for BCBSM listed drugs. Member pays \$10 a prescription or refill for non-BCBSM listed drugs.
EYE GLASSES	No coverage on lens, frames or contacts.
MENTAL HEALTH	Inpatient: Member is covered for 73 days a calendar year. Deductible and coinsurance apply. See hospital admissions above.  Outpatient: 80% coverage for 40 hours a calendar year. Hours 11-40 require preauthorization. No payment if not preauthorized. 75% of U&C charges after deductible for hours 11-40 for non-network provider.  Member can use any facility or provider who follows Minnesota licensure standards.  All out of state mental health services must be preauthorized.
CHEMICAL DEPENDENCY	Inpatient: Member is covered for 73 days a calendar year. Deductible and co-insurance apply. See hospital admissions above.  Outpatient: 100% coverage for 130 hours.  Member can use any facility or provider who follows Minnesota licensure standards.  All out of state chemical dependency services must be preauthorized.

AWARE Gold Limited

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SUPPLEMENTAL BENEFITS

100% coverage for network chiropractic care. Limit of 15 services a calendar year for non-network.

100% coverage for preauthorized home health care services up to \$5,000 each year.

100% coverage for preauthorized physical therapy, 50% coverage if not preauthorized.

80% coverage for ground ambulance to the nearest qualified facility. Air ambulance paid to ground ambulance coverage limit only, unless ordered "first response" or if air ambulance is the only medically acceptable means of transport.

80% durable medical supplies.

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REFERRALS

None required.

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OUT-OF-NETWORK COVERAGE:

PHYSICIAN SERVICES

Members are covered when they use the services of doctors outside the network according to the following:

- 100% coverage for emergency physician services.
  - Member pays \$100 medical deductible (this is separate from hospital deductible) for nonemergency physician service. Blue Cross and Blue Shield of Minnesota pays 80% of first \$3000 of eligible expenses, 100% thereafter.
- 

HOSPITAL SERVICES

All Minnesota hospitals are network providers. When outside the state, the following coverage applies:

- Hospital benefits apply for emergency admissions (see above for emergency care).
  - Hospital benefits apply for preauthorized nonemergency admissions.
  - There is a \$250 copayment for each unauthorized hospital stay outside Minnesota in nonemergency situations.
- 

DENTAL CARE

100% coverage for treatment of accidental injury to sound, natural teeth, oral surgery for removal of impacted teeth, removal of a tooth root without removal of the whole tooth, and root canal therapy. Routine dental care is covered under the dental programs provided by the state.

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PRE-EXISTING CONDITIONS

No restrictions.

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CONVERSION PLAN

Individual comprehensive, major medical conversion contract through Blue Cross and Blue Shield of Minnesota.

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This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.



MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

1. Additional Employee Life Insurance is available. The maximum amount is \$105,000. This coverage may be applied for in increments of \$1,000 up to \$15,000 and in increments of \$5,000 from \$15,000 to \$105,000.

Accidental Death and Dismemberment -- The amount of life insurance with 24 hour coverage, doubles if an employee dies by accident.

Employees becoming totally and permanently disabled prior to age 70 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until age 70.

Satisfactory evidence of insurability must be furnished for all amounts of additional employee life insurance. The table of rates a \$1,000 is shown below.

2. Spouse life insurance may be applied for in an amount equal to the total additional life insurance carried by the employee. (Rates a \$1,000 shown below.) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependent life insurance of \$3,000 may be applied for by the employee covering his or her spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). To age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates a family based upon the age of the employee is shown below.
4. Beneficiary -- You may name your specific beneficiary. If you don't, the priority list below will determine your beneficiary.
1. Your surviving lawful spouse.
  2. Your surviving children in equal shares.
  3. Your surviving parents in equal shares.
  4. The duly appointed legal representative of your estate.

"Children" means only first generation marital issue and legally adopted persons.

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD

<u>Attained Age Of Employee Or Spouse</u>	<u>Optional Employee Or Spouse Life Per \$1,000</u>	<u>\$3,000 Dependent Life</u>	<u>Attained Age Of Employee Or Spouse</u>	<u>Optional Employee Or Spouse Life Per \$1,000</u>	<u>\$3,000 Dependent Life</u>
Under 30	\$.03	\$.24	45 - 49	\$.14	\$ .60
30 - 34	.05	.30	50 - 54	.24	.93
35 - 39	.06	.39	55 - 59	.37	1.29
40 - 44	.08	.51	60 - 64	.57	2.16
			65 - 69	.92	3.84

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

WESTERN LIFE INSURANCE COMPANY

ACCIDENT AND SICKNESS INDEMNITY -- Short Term Disability, 1st day accident or 8th day sickness pays to 26 weeks. Requires evidence of insurability if application is made after first 60 days of employment.

Accident and Sickness Indemnity may be applied for by the employee in the amounts below if the monthly benefit does not exceed 66 2/3 of the monthly salary. NOTE: No benefit is payable when eligible for Worker's Compensation benefits.

<u>Monthly Benefit</u>	<u>Cost Per 2-Week Pay Period</u>	<u>Monthly Benefit</u>	<u>Cost Per 2-Week Pay Period</u>
\$300	\$2.49	\$1000	\$ 8.28
400	3.31	1100	9.11
500	4.14	1200	9.94
600	4.97	1300	10.77
700	5.80	1400	11.60
800	6.62	1500	12.43
900	7.45		

LONG TERM SALARY CONTINUANCE DISABILITY -- Coverage is available to employees based upon annual salary and requires evidence of insurability. Benefits begin on the 181st day of continuous, total disability and are payable to age 65. (Exception: If you are disabled after age 60, benefits are paid according to the schedule below.)

## Age at Disability

Less than 60  
60  
61  
62  
63  
64  
65  
66  
67  
68  
69 and over

## Benefit Duration

To age 65  
60 months  
48 months  
42 months  
36 months  
30 months  
24 months  
21 months  
18 months  
15 months  
12 months

<u>Applicant's Annual Salary</u>	<u>Benefit Amount for Integration</u>	<u>Maximum Benefit Payable</u>	<u>Bi-Weekly Premium</u>
\$ 4,000 - \$ 5,000	\$ 200	\$ 200	\$1.18
5,001 - 5,666	250	\$ 250	1.48
5,667 - 6,333	300	300	1.77
6,334 - 7,000	350	350	2.07
7,001 - 8,000	400	400	2.36
8,001 - 9,000	450	450	2.66
9,001 - 10,000	500	500	2.95
10,001 - 11,000	550	550	3.25
11,001 - 11,666	600	600	3.54
11,667 - 12,333	650	650	3.84
12,334 - 13,000	700	700	4.14
13,001 - 14,000	750	750	4.43
14,001 - 15,000	800	800	4.72
15,001 - 16,000	850	850	5.02
16,001 - 18,000	900	900	5.32
18,001 - 19,000	950	950	5.61
19,001 - 20,000	1,000	1,000	5.90
20,001 - 22,000	1,100	1,000	5.90
22,001 - 24,000	1,200	1,000	5.90
24,001 - 26,000	1,300	1,000	5.90
26,001 - 28,000	1,400	1,000	5.90
28,001 - 30,000	1,500	1,000	5.90
30,001 - 32,000	1,600	1,000	5.90
32,001 - 34,000	1,700	1,000	5.90
34,001 - 36,000	1,800	1,000	5.90
36,001 - 38,000	1,900	1,000	5.90
38,001 - 40,000	2,000	1,000	5.90

ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE -- \$15,000 coverage available without evidence of insurability.

This coverage is available in units of \$5,000. An employee may apply for amounts from \$5,000 to \$100,000 (ages 61-70, \$50,000). This coverage is available to a spouse in units of \$5,000 to a maximum of \$25,000 (but not more than amount purchased by employee). The rate for a \$5,000 unit is \$ .12 per 2-week pay period.

NOTE: If husband and wife are employed by the State, each is eligible to apply for the Optional Life (Minnesota Mutual and Northwestern National) and the Accidental Death and Dismemberment Insurance (St. Paul Life Insurance Company) benefits as employees. They may not insure each other for the dependent benefits.

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.

# DENTAL PLANS

## DELTA DENTAL PLAN OF MINNESOTA

## GROUP HEALTH, INC.

## MORE HMO DENTAL PLAN

### Coverage A

#### Regular Diagnostic & Preventive Services

Dentists who participate with Delta Dental are paid directly by Delta at 80% of the usual, customary and reasonable charge. Covered persons have a free choice of dentists. The amount of a covered persons obligation to the dentist may be greater if the dentist does not participate with Delta Dental.

### Coverage B

#### Regular & Restorative Services

Dentists who participate with Delta Dental are paid directly by Delta at 80% of the usual, customary and reasonable charge. Covered persons have a free choice of dentists. The amount of a covered persons obligation to the dentist may be greater if the dentist does not participate with Delta Dental.

### Coverage C

#### Prosthetics

Dentists who participate with Delta Dental are paid directly by Delta at 50% of the usual, customary and reasonable charge. Covered persons have a free choice of dentists. The amount of a covered persons obligation to the dentist may be greater if the dentist does not participate with Delta Dental.

### Coverage D

#### Orthodontics

Dentists who participate with Delta Dental are paid directly by Delta at 80% of the usual, customary and reasonable charge. Covered persons have a free choice of dentists. The amount of a covered persons obligation to the dentist may be greater if the dentist does not participate with Delta Dental.

Coverage limited to eligible, dependent children ages 8 through 18.

### Miscellaneous

Benefits payable on Coverage B and Coverage C are subject to a combined \$25 deductible a coverage year. (July to July)

\$1000 maximum benefit a coverage year payable on each covered person.

96% of dentists in Minnesota are participating with Delta. Inquire at the dentist's office to determine if your dentist participates with Delta Dental.

### Coverage A

#### Regular Diagnostic & Preventive Services

100% coverage through GHI dental facilities.

### Coverage B

#### Regular & Restorative Services

100% for routine fillings. 80% for regular care through GHI dental facilities.

### Coverage C

#### Prosthetics

50% coverage through GHI dental facilities.

### Coverage D

#### Orthodontics

Provided at 80% of charges, through GHI dental staff, to dependent children while under age 19.

\$1,000 annual maximum benefit on orthodontics.

### Miscellaneous

GHI offers dental membership to state employees, even those not enrolled in GHI's medical program.

No deductible. No maximum on Coverages A, B, or C.

### Coverage A

#### Regular Diagnostic & Preventive Services

100% coverage through More HMO participating Dental Clinic.

### Coverage B

100% coverage through More HMO participating Dental Clinic.

### Coverage C

a. Prosthetics (inlays, onlays, gold fillings or crowns, restorations to diseased or accidentally broken teeth, relining or rebasing of dentures).

85% coverage through More HMO participating Dental Clinic.

b. Prosthetics (fixed or removable bridgework, dentures, replacement for fixed or removable prosthetics).

50% coverage through More HMO participating Dental Clinic.

### Coverage D

#### Orthodontics

Provided at 80% of charges through More HMO participating Dental Clinic for dependent children under age 19.

\$1000 annual maximum benefit a covered person.

This is a summary of benefits. All benefits and exclusions are subject to the terms of the actual contract.



STATE OF  
**MINNESOTA**  
DEPARTMENT OF NATURAL RESOURCES

BOX , 500 LAFAYETTE ROAD • ST. PAUL, MINNESOTA • 55155-40\_\_\_\_\_

NR INFORMATION  
(612) 296-6157

APPENDIX K

February 11, 1988

Brian Rice  
Attorney at Law  
Bert and Flanagan  
30 S. 8th Street  
Minneapolis, MN 55402

Dear Mr. Rice:

This memo is intended to set forth the DNR's practice of overtime distribution for Conservation Officers pursuant to Article XIV, Section 1C.

It is expected that the typical CO's schedule would range from 80-86 hours per 14 day work period. Authorized hours in excess of 86 up to a maximum of 92 hours each work period would be included in the annualized average figure. Hours in excess of 86 must be authorized. In the event a CO does not utilize all of the 92 maximum hours allowed in one work period, the unworked hours may be transferred to a subsequent work period. Such a transfer of hours is intended and would only be for use during high activity periods such as season openings, fish runs, stake outs, etc.

Each CO is expected to manage his/her hours so that the 92 hour maximum is not exceeded, on average, over the year. If it becomes obvious that an officer will exceed that average, his/her hours will be adjusted accordingly by the Director of Enforcement or his designee.

The following is an example of how the system would work:

156 straight time hours and 156 overtime hours are the outside maximum hours that could be worked each year, based on 26 work periods.

Hours

Straight O.T.

156	156
-2	-
154	156

1st work period - 82 hours are recorded. Since the hours from 80-86 are straight time hours those extra hours between 80 & 86 are deducted from the straight time bank. 156 minus 2 = 154 straight time hours left.

Straight O.T.

154	156
-6	-4
148	152

2nd work period - 90 hours are recorded. 6 hours are subtracted from the straight time bank (154 minus 6) which leaves 148 hours in the straight time bank. Hours in excess of 86 are deducted from the overtime bank. (156 minus the 4 hours in excess of 86) or 152 hours left in the overtime bank.


148	152
-6	-12
142	140

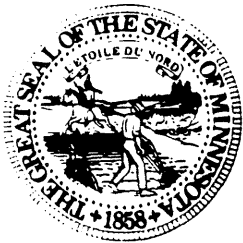
3rd work period - 98 hours are recorded. 148 minus 6 = 142 straight time balance. The remaining 12 hours (those in excess of 86) are deducted from the overtime bank, leaving 140 overtime hours.

This capitalizes the overtime availability and field operations situations that have been addressed through bargaining.

Thanks for your cooperation.

Sincerely,

  
Steven G. Thorne  
Deputy Commissioner



State of Minnesota

**DEPARTMENT OF EMPLOYEE RELATIONS**

3rd Floor, Space Center Building

444 Lafayette Road, St. Paul, MN 55101 • 612/296-2616

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Appendix L

June 12, 1987

Fred Petersen  
President  
MN State Patrol Troopers Assn.

Dear Fred:

During negotiations for the 1987-89 Agreement, a question arose regarding interpretation of Article XXIV, Hours of Work, Sections 3E and 3F concerning lunch and rest periods. Regarding this question, the Employer agrees that these Sections do not prohibit Troopers from taking lunch and break periods during the first and last hour of the work day. They may do so provided that they have received authorization from District supervisors and are not disrupting operational requirements such as periods of high traffic volume. I hope this letter clarifies this issue.

Sincerely,

A handwritten signature in cursive script, reading "John Kuderka".

John Kuderka  
Labor Relations Representative Principal

## A circular stamp with a dashed outer border. Inside the border, the numbers 1 through 29 are arranged in a circle, with 30 at the bottom. In the center of the stamp is a solid black arrow pointing upwards. Below the arrow, the text "FEB 1988" is printed. Further down, the text "MN. DEPT. OF" is printed, followed by "Employee Relations" in a larger, bold font.

### Appearances

For the Employer:  
John P. Kurderka, Labor Relations Representative  
Principal and Spokesman

Pursuant to the provisions of the Public Employment Labor Relations Act, as amended, (PELRA), the issues stated below were certified at an impasse by the Director of Mediation Services to the Public Employment Relations Board, (PERB). The PERB Board notified this arbitrator, William J. Berquist, that he had been selected from a panel as the arbitrator under Section 179A.16 of PELRA, and provided the arbitrator with the Commissioners

Certification of Impasse and the items in dispute and the statements of the parties final positions on the items in dispute. William J. Berquist, this arbitrator, accepted the appointment and pursuant thereto convened and conducted a hearing on the matter, which hearing was held at the Normandy Hotel, Minneapolis, Minnesota, on the 20th, 21st and 22nd days of January, 1988. The parties submitted post hearing briefs to the arbitrator, which were postmarked the 5th day of February, 1988 and received by the arbitrator on Tuesday, the 8th day of February, 1988.

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The arbitrator, being cognizant that under 179A.16 of PELRA, the award of the arbitrator is required to be rendered within ten days from the date that all arbitration proceedings are concluded under 179A.16, unless otherwise agreed, secured the parties consent to a rendition of the award by the arbitrator in this matter, to be post marked to the parties not later than February 26, 1988.

Extensive testimony and evidence was taken by the arbitrator at the three day hearing, and including voluminous exhibits and documentary evidence. The evidence adduced by the parties and the briefs of the parties have been, to the best of this arbitrator's ability, reviewed and analyzed by him in the making of his award in this matter. The exhibits are hereinafter listed and identified only for the purpose of illustrating the extensive scope of the evidence adduced by the parties and considered by the parties and considered by the arbitrator.

Exhibits are listed as follows:

## JOINT

1. 9/30/87 Letter to Mr. Goldberg from Mr. Rice
2. 9/30/87 Letter to Mr. Goldberg from Mr. Kuderka
3. 10/9/87 Letter to Mr. Kuderka from Mr. Rice
4. Agreement July 1, 1985 through 6/30/87

## ASSOCIATION

1. MN State Trooper Candidate School Handbook
2. Printout on State Activity YTD '85 and '84
3. Printout on State Activity YTD '86 and '85
4. Printout on State Activity YTD '87 and '86
5. Computations on Violations per Patrol Hour
6. Computer Printout - Statewide Activity '84-'85
- 6A. Computer Printout - Statewide Activity '85-'86
7. Computer Printout - Statewide Activity '86-'87
8. Position Description of Michael A. Hammer -  
Conservation Officer
9. 1985 DNR Report of Arrest Summary
10. 1984 DNR Report of Arrest Summary
11. 1985 DNR Report of Arrest Summary
12. Computations Comparing '84, '85, '86 Arrest Summaries
13. 1984 Big Game Confiscation Reports Summary
14. 1985 Big Game Confiscation Reports Summary
15. Report of Herbert Davis, Jr. (Brown Folder)
16. Report of Professor Richard Arvey (Green Folder)
17. Position Analysis Questionnaire
18. Testimony of Gerald Kittridge ~ 12/85 Arbitration  
Hearing
19. BCA Investigations '86 & '87
20. List of Special Agents in MN BCA Agents Association
21. Time Percent Comparisons of Special Agents in BCA  
Agents Association
22. Report on issue No. 8 by Officer Christey (Yellow  
Folder).
23. Salary Comparison of State of MN Employees by  
Professor Gery (Blue Folder)
24. Analysis of Relative Financial Position of MLEA  
Members by Professor Gery (Red Folder)
25. Computations on Maximum Salaries and Differences State  
versus Suburban Police
26. Graph - Salary per Month v. Number of Yrs. of  
Experience
27. Large Chart on Tagboard
28. Computations on Comparison of Experience/Earnings  
Profiles State versus Suburban Police (without  
longevity)
29. Report on Issues 1 & 2 by Attorney Rice (Navy Folder)
30. Personnel Payroll System, Regular, State Patrols  
12/22/87
31. Personnel Payroll System, Overtime, State Patrols  
12/22/87



32. Personnel Payroll System, Regular, Natural Resources 12/22/87
33. Personnel Payroll System, Overtime, Natural Resources 12/22/87
34. Health Treatment Professional - Proposed Settlement
35. State REsidential Schools Education Association '83-'85 Agreement
36. Computations Maximum Trooper Salaries vs. '85 Salaries of City Officers Outside of 7-County Metro Area
37. Decision and Award of Thomas Gallagher 3/5/85
- 38A. State of Minnesota Settlements '83-'85
- B. State of Minnesota Settlements '85-'87
- C. State of Minnesota Settlements '85-'87
39. MN Statute 179A.22 Subd. 3
40. 5/8/87 Letter from Nina Rothchild Re: Transportation/Semistates Bill
41. Salary Comparison Array
42. Info from Internal Game Warden Magazine/Winter '87-'88
43. Maximum Salary in Different States 7/1/87-6/30/88
44. '87 Twin Cities Metro Area Salary Survey
- 45A. Comparison of Benefits (State of MN to U of M to Stanton V to Stanton VI)
- 45B. Comparision of Vacation Days of Year
46. Personnel Payroll System, Regular 12/22/87
47. Personnel Payroll System, Overtime 12/22/87
48. Preliminary State Police Wage & Benefit Survey 1/15/88

#### STATE

1. MN Department of Public Safety Organizational Chart
2. BCA Organizational Chart
3. MN State Patrol Organizational Chart
4. Geographic Locations - State Patrol
5. Geographic Locations - Special Agents
6. Current Rates 7/1/86-6/30/87 Trooper, Trooper I, Corporal
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### ISSUES

The issues as certified by the State of Minnesota, Bureau of Mediation Services, are as follows:

1. WAGES - general salary increase 1987; Article XXVIII.
2. WAGES - general salary increase 1988; Article XXVIII.
3. WAGES - pay step compression and progression; Article XXVIII.
4. LONGEVITY PAY - longevity pay plan; Article XXVIII.
5. RETROACTIVITY - effective dates for wage increases; Article XXVIII.
6. WAGES - salary differential for corporals; Article XXVIII.
7. WAGES - salary differential for Freeway Troopers; Article XXVIII, Sec. 2, Subd. F.
8. EXPENSES - per diem plan; Article XXVIII, New Section.
9. PROBATIONARY PERIOD - length of probationary period; Article XVIII, New Section.
10. PAY FOR CONTRACT NEGOTIATIONS TIME - pay for time spent in negotiations; Article XXVIII, New Section.

The arbitrator notes that in the final position submitted by the parties, Differentials for pilots and conservation officers pay for working out of class were included. These two issues were not certified by the bureau, nor were they addressed by the parties, and thus are not covered in this opinion.

STANDARDS OF INTEREST ARBITRATION  
APPLIED BY THE ARBITRATOR

The Union has noted in its brief standards to be applied in interest arbitration, which are required to be applied and considered by state law by the arbitrator in making his decision. The Minnesota laws involved are 179A.16, subd. 7, (generally referred to as the ability to pay standard) and Minnesota Statutes 43A.18 and 471.992 and 471.993. Minnesota Statute 471.992 subd. 2 requires that all interest arbitrators in interest arbitration held pursuant to 179A.01 to 179A.25 (PELRA) must consider certain standards. Minnesota Statutes Sections 471.993 and 43A.18 establish these standards. It is the opinion of the arbitrator that the Union has adequately set forth the essence of the standards which are:

1. "Compensation inside state service compare reasonably to other similar state positions (internal horizontal equity).

2. Compensation in State positions bear reasonable relationship to similar positions outside state service (external horizontal equity);

3. Compensation for management and representative employees are reasonably related (internal vertical equity);

4. Compensation within state service bear reasonable relationship among related job classes and among levels within those job classes. (Internal job and department equity).

OTHER NON STATUTORY STANDARDS APPLIED  
BY ARBITRATOR IN INTEREST ARBITRATION

There are other non-statutory standards applied by arbitrators in interest arbitration, which were applied by this arbitrator in this case. There may be some overlapping in those

listed above as required by State law and those that I am subsequently listing, as applied by this arbitrator in this case and which are standards normally applied by interest arbitrators.

They are:

1. Ability to pay the demands.
2. Whether the demand or subject matter covered by the demand is novel and breaking new ground.
3. The prevailing practice - this looks at the practice that has been adopted by other parties through collective bargaining and related industries - fundamental to this standard is that there should be no basic inequalities among comparable individuals or groups (see How Arbitration Works, 4th Ed. page 807).
4. Cost of living.
5. Settlements with units within the State of Minnesota.
6. The interest of the public and other relevant considerations.
7. Bargaining History.

#### BACKGROUND

The Minnesota Law Enforcement Association (Union) represents a total of 685 law enforcement officers in the State of Minnesota: 455 are State Highway Patrol Officers, 175 Conservation Officers and 55 Bureau of Criminal Apprehension Agents.

The Bureau of Criminal Apprehension is a subdivision within the Department of Public Safety of the State of Minnesota and the State Patrol is also a subdivision of the Department of Public Safety. The conservation officers are part of a

subdivision which is within the Department of Natural Resources of the State of Minnesota.

The classifications included within the collective bargaining agreement between the parties dated July 1, 1985 through June 30, 1987, which are involved in these proceedings, are:

1. Conservation officers - natural resources specialists I, II, III and IV.
2. Special Agents and special agent team leaders
3. State Patrol - trooper, Trooper 1 and corporal

#### SYNOPSIS OF POSITION OF PARTIES

##### Union Position

1. General salary increases on existing wage rates of 5% for each year of the contract (1987 - 1989).
2. Compression and equalization of paysteps by placing all units on a seven step system, with one year between each step, i.e. steps after 0, 1, 2, 3, 4, 5, and 6 years.
3. Longevity pay for all members of the unit at 15 years and 25 years of 3% and 5% over top pay respectively.
4. Starting dates for all wage increases of July 1, 1987 and July 1, 1988.
5. Salary differential for corporals - eliminate the salary grid for trooper 1 and corporal and replace it with a permanent 2% pay differential for corporals.
6. Freeway troopers - replace a \$50.00 per month payment to freeway troopers with a 3% pay differential.

7. Per diem - a per diem of \$6.00 per each day of active service by a state patrol officer assigned to patrol duties.

8. Employer to compensate Union representatives for time spent in contract negotiations.

#### EMPLOYER'S POSITION

1. Wages -

- a. Wage rates 1987- 3% general adjustment affective July 22, 1987
- b. Probationary period - change from 1044 to 2,088 hours
- c. Pilot pay - changed patrol pilot fixed wing differential from 8% to 11% and helicopter differential from 10% to 13%. (As noted previously herein, this is not a part of the opinion of the arbitrator.)

2. Wages -

- a. Wage rates 1988 - 3% general adjustment affective July 1, 1988
- b. All other items and wages article:
- c. Maintain contract language.

3. Negotiating committee - new article - no new article, maintain current language.

#### COST COMPARISON AND STATE UNIT SETTLEMENT

The comparison of the cost between the State's offer and Union demand pertaining to the issues is Employer's Exhibit No. 48. The Union concurred in the cost figures with the exception that it objected to the inclusion of a conversion cost of \$760,000 in the association position. It is the association's (Union's) position that it does not exist. This cost comparison is for both years of the bienniel for July 1, 1987 through June 30, 1989.

# COMPARISON OF BIENNIAL COST OF ITEMS AT IMPASSE

January 20, 1988

Item	State Position	Association Position	Difference
General Adjustments	\$1,755,000	\$3,082,000	\$1,327,000
Conversion	\$0	760,000	760,000
Progression	350,000	768,000	418,000
Corporal Differential	\$0	30,000	30,000
Freeway Differential	\$0	30,000	30,000
Pilot Differential	16,000	16,000	\$0
Longevity Pay	\$0	596,000	596,000
Retirement on above items	401,000	1,000,000	599,000
Salary Subtotal	2,522,000 (5.41%)	6,282,000 (13.48%)	3,760,000
Per diem	\$0	1,200,000	1,200,000
Total	2,522,000 (5.41%)	7,482,000 (16.06%)	4,960,000

Biennial base for salary and retirement = 46,595,226

As to the State (Employer), please note that it's position in the case is a total increase and cost of 5.41% on this proposal (with insurance included the percentage increases to 5.79% new dollars - Employer Exhibit 43B) and on the association (Union) position, a total of 13.48% on its proposals without the inclusion of the per diem. With the inclusion of per diem in



the amount of \$1,200,000 the Union's proposal then increases to a percentage cost of 16.06% for the biennium.

Cost Comparison Contract Settlements of State  
Units for the Biennium July 1, 1987 to June 30, 1989.

This is taken from the Exhibit introduced by the Union from Exhibit 29, tab 21, of issues 1 and 2 pertaining to general salary increases. (See Cost Comparison Contract Settlements of State units attached and marked as Exhibit A).

One will note it includes not only State employees, but University employees Units 9, 10, and 11. The State in its Exhibit No 63. Exhibit A apparently correctly reflects the settlements because the arbitrator received no specific objection to the Exhibit as such by either party, except for Unit 14 MAPE for the first year which was changed from 3% to 2% and reflected on the exhibit. The only units remaining unsettled are special education teachers, consisting of approximately 200 employees and this Unit 1.

THE ISSUES

The arbitrator intends to discuss each certified issue in the order listed and in his discussion he will consider the merits of the proposals of the parties.

Certified Issues 1 and 2 - General Salary Increase -  
Position of the Parties.

The Union's position proposes a 5% across the board salary increase for the employees in Unit 1, effective July 1, 1987 and a 5% salary increase effective July 1, 1988. This proposed increase in general salary are reflected in the grids attached and included in its final position.

The Employer proposes a 3% across the board salary increase for all employees in Unit 1, effective July 22, 1987 and a 3% across the board salary increase for all said employees, effective July 1, 1988. Grids reflecting the same are attached and included in the Employer's final position.

DISCUSSION:

In discussing this aspect of the case, the arbitrator is cognizant that the other standards either by law, or as may be applied from time to time by arbitrators, such as the settlement amounts for other units of the State, the cost of a settlement, cost of living, and other comparisons advanced by the State and the Union will of necessity also be considered in its final determination and decision. The objective of this arbitrator is to arrive at a decision that probably should have been agreed to by the parties in collective bargaining voluntarily. As I explained previously, I examined and reviewed all of the voluminous documents and reports of the experts and my notes and the briefs of the parties in arriving at a determination in this matter. My decision was not easy. Conflicts of the evidence were rampant as is obvious to the parties and has been argued by both sides.

In reference specifically to these certified items 1 and 2, - the general wage increase - I have determined that there is to some extent both a lack of internal and external equity as applied to the compensation of the members represented by the Union. In reference to internal inequity, it is my opinion that the compensation status of the University police is a proper comparison to the compensation status of the employees

represented by the Union. It is my opinion, and my finding, that based upon the evidence adduced by the Union, the jobs of the University of Minnesota police are sufficiently similar for purposes of comparison with the classifications of employees represented by the Union. Although there are undoubtedly, as the evidence suggests, differences between the respective jobs, I believe that a comparison of the jobs are reasonable for purposes of determining whether an internal inequity exists between the compensation paid the police officers and the compensation of the employees represented by the Union. The fact that the University system is basically a separate employer does not in the opinion of this arbitrator require that he determine that this is not an internal comparison but external comparison. It is a State agency and paid by appropriations from the State of Minnesota. However, even if it were considered to be an external comparison, the result would be the same.

The evidence as adduced and submitted by the Union demonstrates to this arbitrator that there exists a wage inequity between the two groups substantively, both in amount and percentage unfavorable to the employees represented by the Union, and to a greater extent than the 5% and 5% across the board salary demands of the Union. (In other words, if the 5% were granted for both 87 and 88, it and in and of itself would not bring the salary compensation up to par or parity with the University of Minnesota police.)

The arbitrator recognizes that the State in all probability has not used in its prior negotiations this

comparison and argues as a consequence that it should not be used and it is not proper to use it. The arbitrator is of the opinion that it is proper to use it in his determination, particularly in view of the fact that undoubtedly the Union has used it in the past in its negotiations with the Employer. The fact that historically the State may not have used the University police as an example in its negotiations with the Union does not in and of itself preclude the use by this arbitrator of that group of employees for comparison purposes. In the opinion of the arbitrator it is appropriate. The University of Minnesota police are reasonably similar to the members represented by the Union in the following respects as noted by the Union. They are as follows:

1. Trained and licensed police officers,
2. Must have post-secondary education,
3. Have general arrest powers,
4. Perform similar jobs,
5. Are stationed in both metro and outstate areas,
6. They are compensated identically, whether stationed in the metro or outstate,
7. Paid essentially from funds appropriated by the State of Minnesota, and
8. They are grouped in Stanton Level II patrol officer.
9. Both are peace officers as defined by the statutes of the State of Minnesota with all of the powers granted thereby.

Although both of the parties argued for application for comparison purposes internally, other bargaining unit jobs, this

arbitrator does not consider them applicable for purposes of determining whether there exists an internal inequity in reference to the compensation of the employees represented by the Union. There are too many differences in the jobs and insufficient evidence otherwise which would cause the arbitrator to determine internal inequity in these situations. As far as the determination of whether there are any comparisons externally for the determination of whether there is an external disparity, it is very difficult.

Both parties concede that a reasonable comparison is with the State Patrol of other states. The arbitrator takes notice that the National pattern is to pay State Patrol officers substantially more than their large city police, while Minnesota pays the Highway Patrol officer only 94% of the compensation earned by its major city police. The arbitrator does not determine that an inequity exists as to other States in comparison to the State of Minnesota because of the conflict in evidence and testimony between the Employer and the Union as to both regionally and nationally. The only factor in reference to comparison of the other States, as this arbitrator takes notice, is that the national pattern is to pay State patrol officers substantially more than their large city police, while Minnesota pays less..

As applied to a local external comparison, the parties are not in agreement as to whether and what police groups are to be used for comparison purposes. First of all, the State asserts that no metro police or any police of the State of Minnesota should be used as comparison, but if they are to be used it

asserts that the proper comparison is the outstate police officer and not the suburban police officer or the metro police as contended by the Union. Their argument is that a substantial majority of the State's patrol and conservation officers are located and assigned outstate as compared to metro. The State strongly contends that the local police, from large or small communities, are not a valid comparison group because of the differences in jobs between the police and the patrol officer, conversation officer and BCA.

The arbitrator is of the opinion that the Union has supported by evidence, the testimony of its experts and report of its experts as well as lay witnesses that the job of the suburban police officer (Stanton V) is a reasonable comparison with the jobs of highway patrol officers, DNR conservation officers and BCA agents; and that there is comparability between the Union members and the suburban police officers so compared. The evidence adduced by the Union demonstrates that the suburban police officers' types of duties and responsibilities are sufficiently similar to that of the troopers, conservation officers, and the Bureau of Criminal Apprehension agents to warrant comparability.

By statute, there is no distinction made in the definition of a peace officer between the special agent of the BCA, the conservation officer, the trooper, or a suburban police officer, all of whom are charged with the prevention and detection of crime and the enforcement of the general criminal laws of this State, and have the full power of arrest.

Minnesota Statutes 626.84, subd. 1(c) defines a peace officer as:

"A peace officer" means an employee of a political subdivision or State law enforcement agency who is licensed by the Board, charged with the prevention and detection of crime and the enforcement of the general criminal laws of the State and who has the full power of arrest, and shall also include the Minnesota State Patrol and State Conservation Officers.

In addition, Minnesota Statute 626.05, subd. 2, defines a peace officer:

"Subd. 2. The term "peace officer" as used in Sections 626.04 to 626.17 means a sheriff, a deputy sheriff, policeman, constable, agent of the Bureau of Criminal Apprehension, or University of Minnesota peace officer."

The arbitrator determines that there is reasonable comparability between the positions of the employees represented by the Union and the suburban police (Stanton V). In their work and responsibility they are reasonably comparative to the suburban police on the basis of the requirement of the same education and training requirements for all police officer classifications. In addition, continuing education for peace officers is required as well as State training beyond minimum requirements. The evidence clearly notes that the State patrol compare favorably with the suburban police officers in additional training requirements and in some respects the Minnesota State patrol has training programs far above the other police departments and agencies in the State of Minnesota including suburban police, with a few exceptions.

In addition, as applied to types of duties, the Union through its witnesses and the testimony of and studies submitted by its experts noted there is a correlation between the most

frequent task of the Metropolitan police office (suburban officer) and the safety patrol, which is routine patrol - that is the percent of time devoted to routine patrol is not substantially different as between the suburban officers and the trooper.

The evidence further adduced by the Union noted that conservation officers have additional duties which almost place them on a supervisory level in the peace officer classification as compared to the Metropolitan area.

In addition, furthermore the evidence denotes that the troopers, conservation officers and BCA agents have additional areas of responsibility and that they are generally operating without close supervision as compared to the reasonably close supervision of the suburban law officer.

The arbitrator finds that the employees represented by the Union have similar, if not the same or in excess of educational requirements, background, training requirements, similarity in job descriptions and experience similar risks and hazards to that of the suburban police officer. Of importance to this arbitrator, the study of Herbert A. Davis, Jr. noted that the highway patrol faced critical, threatening and emergency situations substantially more than a suburban police officer, over a similar period of time. These areas were: reports of serious crime, traffic accidents, reports of intoxicated persons, service calls, emergency service calls, arresting individuals, providing backup to officers, extinguishing fires, finding missing persons, driving people to hospitals, and issuing traffic tickets.



Based upon my analysis of the evidence presented by the Union and the Employer, it is my determination that there is a valid comparison between the job of suburban police officer and the jobs of the safety patrol conservation officers and BCA agents.

The arbitrator does not accept the Employer's argument that the positions differ to such a degree that they cannot be compared, nor does it accept the argument of the Employer that they should be compared to police officers outstate, because of the fact that a substantial majority of the employees represented by the Union reside outstate. This fact does not require a different determination by the arbitrator or a different comparison. The State does not, as applied to other classifications, differentiate in its compensation practices between those who work outstate and those who work metro. They are based on metro and are all paid the same.

The arbitrator notes that it is not required that the jobs represented by the Union be identical to those of the suburban police. Only that they be sufficiently similar for comparative purposes to comply with Minnesota Statutes 471.993, subd. 2, which provides in substance as required "a reasonable relationship to compensation for similar positions outside State Service."

The arbitrator, having made its determination that the comparison between the suburban police officers jobs and the jobs represented by the Union is appropriate and fair, the evidence supports a finding by the arbitrator that there exists an external inequity between the Union members and the suburban police officers in favor of the suburban police officer. That

the inequity compensation paid in favor of the suburban police officer is reasonably substantive as is supported by the evidence.

As applied as to whether there existed an inner-departmental inequity, that is a disparity or inequity in pay between the supervisors and the employees represented by the Union, the arbitrator is of the opinion that the evidence is insufficient to support a determination of "no inner-departmental equity". The degree of difference between the various levels of supervision and the employees being supervised is dependent on several factors. The arbitrator is of the opinion that the type of evidence necessary for making a determination of this nature was not presented by either of the parties and thus he is not in a position to make a determination of this nature because of the lack of any compelling evidence in this area.

As one will note, the arbitrator has accepted the proposition of the Union that the comparison should be made with the suburban police officers (Stanton V) and not with the outstate police. The primary reason is because the State's pattern is to pay metro wages for all other types of employees regardless of where they are located-metro or outstate, and because of most importance the jobs of suburban police are reasonably comparable to those represented by the Union.

The arbitrator, based upon the above, determines that both a substantial external and internal inequity exists as applied to the compensation of the state patrol, conservation officers and BCA agents, in relationship to the compensation of the

University of Minnesota police and the suburban police, and that this inequity should be addressed partially by this arbitrator in this determination and in addition by the parties in subsequent negotiations.

#### Cost of Living

The Union asserts that the members of the Union are entitled to their demand of 5% and 5% general wage increase, solely on the basis that Union members have not fared as well against inflation as other State employees. The arbitrator is not convinced that this is a matter that should be considered in support of the Union's demands. The Union's own exhibits indicate that the State patrol officers have fared better than the cost-of-living increase, as measured by CPI-U, U.S. Cities Index, since at least 1983; the BCA detectives since 1986, and the conservation officers since 1987. In addition, there is no indication the State's offer of 3% is included therein. The fact that the Union members may not have fared as well as other State employees in the past in reference to cost-of-living, is not, in the opinion of this arbitrator, a relevant factor at this point, requiring the arbitrator to render an adjustment. These differentials occurred in the past and are matters which were handled at that time. It is not for the arbitrator to rectify alleged inequities pertaining to prior settlements in relationship to cost-of-living. This is a matter for the parties to deal with in negotiations.

#### WAGE SETTLEMENTS

The arbitrator is of the opinion that the settlements of other law enforcement groups externally within the State of

Minnesota and outside the State of Minnesota, do not support either the State in its 3% offer nor the Union in its 5% demand of general wage increase. In 1987, the Union's exhibits indicate for 1987 police settlements - metropolitan areas, effective January 1, 1987, a pattern of 4% and in 1988 effective January 1, 1988, a pattern of approximately 4% (not as clear as 1987 because of the number of reporting jurisdictions) and for other States - Employer's Exhibit 53A indicates settlements from none to 7 1/2% with a substantial number of the reporting States in the two to five percent range of settlements. In other words, the arbitrator is of the opinion that the referred to patterns of settlement, neither support the State nor the Union in this regard.

#### INTERNAL SETTLEMENT PATTERN

Please refer to Cost Comparison Contract Settlements of State Units, (Attachment A).

The arbitrator generally concurs with the Employer's position that the settlement pattern for each year of the biennium (1987 - 1989) for the State bargaining units was 3% with a total percentage cost increase in new dollars of between 5.36% and 6.04% with the exception of post-secondary personnel of the State education system, consisting of Unit 9, State University inter-faculty, (10.09%), Unit 10, Community College Faculty (15.44%) and Unit 11, State University Administrative S.F. (10.09%).

The Union asserts that there is no pattern of settlement arguing that the post-secondary units referred to above should be included in the determination as to whether there was a

pattern of settlement. In other words, by including those particular units in the total settlement picture, there was no pattern and consequently the Union should not be restricted by an alleged pattern of settlement of other State units.

The Employer asserts that the three units, 9, 10, and 11 are properly excluded in the determination as to whether there is a pattern, because involved in these units is a distinct difference. The units are treated differently by the State legislature. They are higher education units which constitute a separate interest or internal market from other State units because their comparison is with other higher education of faculties of other States and areas. In addition, the funding process for salaries and other expenses in these three areas is distinct from the other State employees and groups and they are not part of the legislative designation salary supplement. In addition, the budget process by the legislature applicable to the higher education, including the salaries and wages of faculty and units in 9, 10 and 11 are separately handled. Furthermore, the evidence does indicate that these units were treated differently than the other State units referred to by the Employer in prior settlements.

The arbitrator is of the opinion that the three units of 9, 10 and 11 and their settlements are separate and distinct from the other State employed groups (units) and thus are not to be included by the arbitrator in his determination as to whether there was a settlement pattern for the biennium of 1987 - 1989.

In reviewing the evidence and in particular the cost comparison settlements of state units, it is the opinion of the

arbitrator that there is a pattern in the area of 3% of the other State units being considered by this arbitrator, (excluding units 9, 10 and 11). In other words, it is the opinion of the arbitrator that this special treatment applicable to post-secondary teaching and University consideration is not to be considered as breaking the pattern applicable to all of the other State employees so referred to. By accepting the State's position in this regard does not mean that this arbitrator deems himself bound by the pattern and thus unable to make an award constituting a different amount in percentage than the 3%. What it does mean is that this pattern is an important one factor in addition to other factors to be considered by the arbitrator in the determination of his award in determining the general wage increase to be granted board.

The fact that the Union did not desire, and the State agreed not to study and apply the pay equity concept for which funds were specifically set aside by the State Legislature in reference to bringing female dominated classes into line with male dominated classes is not a relevant consideration, one way or the other by this arbitrator in making his decision. This aspect is outside the scope of the arbitration and will not and is not considered by the arbitrator.

Certified Issue No. 3. - Wages - Paystep Compression and Progression: Article XXVIII.

The Union position proposes compression and equalization of the paysteps of all of the employees represented by placing all of the units on a seven-step system, with one year between each step i.e., steps after 0, 1, 2 ,3 ,4 ,5 and 6 years.

The Employer's position is that there be no change in steps and that they be left as they are for subsequent negotiation by the parties.

DISCUSSION:

In that this item also involves in effect wages, compensation, and additional costs, the contents of my discussion relating to issues 1 and 2, (general salary increases) also applies here.

I previously noted in the cost comparison on page 10 of this opinion that the only cost area in dispute is the item of conversion costs placed therein in the amount of \$760,000, which is applicable to this issue. This would represent as alleged by the employer, the cost of placing the Union employees on the shortened ranges proposed by the Union.

The arbitrator accepts the position of the Employer in this respect to the effect that it is a cost that will exist if the Union proposal of shortening the ranges is awarded to the Union in its entirety.

The Employer, through its Exhibit 35, noted that the shortening of salary ranges had been accomplished through negotiation and should be left to negotiation. Exhibit 35 indicates that years to the top of the range were shortened through negotiation in 1981-83, and 1983-85 contracts, as to all of the classes of employees represented by the Union.

The Employer also noted that the proposal of the Union to change the corporal to a differential in essence shortens that range from 17 years currently to the ten year qualifying period.

The Union's demand in this area would constitute a substantial lowering of the ranges which would not, in the opinion of this arbitrator, be the subject of agreement between the parties in negotiations at least to the degree proposed.

The arbitrator does acknowledge that on a comparative basis with the University of Minnesota police and the suburban police (Stanton V) that the time to top pay is substantially less for the University of Minnesota police and the suburban police than that of the employees represented by the Union. That in the opinion of the arbitrator a reasonably substantial internal and external inequity as to the Union employees does exist in this regard. It is reasonable to assume that if the negotiation process were utilized by the parties, the parties would agree to some kind of a compression of the salary scale within reason, considering all of the other factors as have been discussed and which are considered in negotiations between the Union and Employer. This will be addressed by the arbitrator in his award at the end of his opinion.

Certified Issue No. 4 - Longevity Pay Plan,  
Article XXVIII.

The position of the Union is to add a new provision in the contract providing for longevity pay for all members of the unit at 15 years and 25 years of 3% and 5% over top pay respectively. The Union, in its submission to the Bureau of Mediation, as to its final position in this issue, included a proposed provision designating J "Longevity Step" of Article XXVIII, wages of the contract.

The Employer's position is that there be no award of longevity as proposed by the Union.



### DISCUSSION:

The arbitrator, as to this issue, has carefully reviewed the evidence adduced by the parties and the briefs, and can only conclude that an award granting any form of longevity would in this situation or instance be inappropriate in view of the fact that the other bargaining units of the State do not have longevity at this point. The arbitrator is of the opinion that as applied to this area, it should be the subject of negotiation of the parties, with the opportunity of all state units being involved and is best handled in that manner.

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### CERTIFIED ISSUE NO. 5 - Retroactivity - Effective dates for wage increases; Article XXVIII.

The Employer proposes that for their proposed 3% general wage salary adjustment for 1987 be effective July 22, 1987. The Union proposes July 1, 1987.

### Discussion

The arbitrator is not convinced by the arguments of the employer in this regard that the start up of the general wage increase for the first year of the contract should be delayed until July 22, 1987. The Employer alleges that the purpose, of course, is to bring down the total cost of the State's proposal for the first year to the total percentage increased cost so as to fit within available dollars and within the settlement pattern of the other State units. (As was pointed out in the evidence and by the exhibits, the total increase in dollar cost are in any event, no matter what, substantially in excess of the available 2.50% dollar increase for the biennium established by the State legislature.) The Employer argues that the delayed

date is necessary to fit the contract within their alleged pattern of settlement, that is in relationship to units 2,3,4,6,7,8 ASME, Unit 5, Nurses, Unit 12, Minnesota Government Engineers and Unit 16, Middle Management (excluding Units 9, 10 and 11 relating to the community colleges and pay University System. The Employer's offer, with the delayed date is 5.79% (includes insurance) in new dollars for the biennium.

The fact that other employee units may have taken splits is not relevant in the opinion of this arbitrator because it is not known what and why these splits were provided, and reviewing Exhibit A to this opinion, indicates that no settlement of any of the State's units provided for a delay of the commencement of a general wage increase after July 1, 1987.

CERTIFIED ISSUE NO. 6 - Wages - Salary differential for corporals; Article XXVIII.

The Union is proposing to eliminate the trooper I and corporal positions from the wage scale. It would eliminate the salary grid for trooper I and corporal and would replace it with 2% differential for corporals. A specific provision would constitute a new provision M of Section 2 of Article XXVIII - Wages and would provide "M. Corporals. State patrol officers designated as corporals shall receive an additional 2% above their current rate, rounded to the nearest dollar, for the duration of the agreement."

DISCUSSION:

The position of the Employer is that trooper I and corporal should remain as it is and with no application of any pay differential of the corporals. In the Union's Brief, it

states that it is proposing to eliminate the positions of trooper 1 and corporal from the wage scale and convert them to percentage differentials in the contract. However, the issue certified as noted above, relates only to corporal. In addition, it is not clear to this arbitrator whether the certification and proposed contract language certified to the Bureau of Mediation Service by the Union results in an elimination of the ranks.

In any event, it is the opinion of this arbitrator and despite the fact of the limited cost of \$30,000, that the proposal constitutes a substantial change in the concept afforded to the trooper 1 and the corporal positions, and should not be changed by this arbitrator. As noted involved would be elimination of two separate ranks, with steps at 10, 13 and 17 years for corporal and 5 and 10 for trooper 1. The evidence indicates that the rank of corporal never has been a differential as proposed by the Union. The arbitrator does not think this is an appropriate place for the application of differential because differentials are generally conceived as being paid for in differences either in duties or conditions, which would not be the case in this instance. In the opinion of this arbitrator he would be awarding a new principal, which should be the subject of negotiation between the parties and determined on that basis.

CERTIFIED ISSUE NO. 7. - Wages - Salary differential for Freeway Troopers; Article XXVIII, Section 2, subd. F.

The Union proposes to change the freeway trooper differential \$50.00, provided for in Article XXVIII, Section 2,

subd. F, captioned "Freeway troopers Pay" to a 3% pay differential. The Employer proposes that the \$50.00 differential for the freeway troopers remain as it is.

Discussion:

The arbitrator is extremely hesitant in changing a differential pay concept, even though a differential has been recognized in the past by the parties as appropriate in the situation. The evidence does indicate that the differential has remained the same since the 1981-83 contract. The arbitrator is of the opinion that some adjustment in the differential should be made but not a change to the percentage method. That is a matter which the arbitrator believes is for the parties to explore more fully. Ongoing percentages in the contract have a tendency to creep up over a period of time beyond the expectations of the parties and once it is in the contract, both parties realize that it is extremely difficult and virtually impossible to reduce or eliminate it, even though the rationale for doing so is clear.

Consequently, this arbitrator will in his award consider a reasonable adjustment in the flat amount, but will not award a differential based upon percentage.

CERTIFIED ISSUE 8 - Expenses - Per diem Plan;  
Article XXVIII. new section.

The Union proposes a per diem of \$6.00 per each day for each patrol officer assigned to a squad car for patrol duty.

The Employer proposes no inclusion of per diem in the contract and that the proposal be rejected by the arbitrator.

### Discussion

Because of the potential cost of this item, the fact that no other State units have a per diem of this nature, and the lack of extensive acceptance of per diem by other States, the arbitrator will not award a per diem in this contract.

If the concept were granted by the arbitrator, it is a reasonable assumption that not only conservation officers and BCA agents would demand it, but also employees and all other units of the State so similarly situated, thereby opening up an area of potential extreme expense and cost to the State. This is clearly, in the opinion of the arbitrator, a matter that should be worked out between the parties and is not one for this arbitrator to determine.

### CERTIFIED ISSUE NO. 9. Probationary Period - Length of probationary period; Article XXVIII, Section 2, Subd. I, captioned Probationary Period.

The employer proposes to change the probationary period for troopers from 1,044 straight time compensated hours to 2,088 straight time compensated hours, or in essence from six months to one year.

The Union proposes that the probationary period remain the same.

### Discussion:

The arbitrator is convinced that the evidence supports an increase in the probationary period and that an increase to 2,088 hours (one year) is reasonable.

The parties generally concur that comparisons with other States are appropriate. Employer's Exhibit No. 17 demonstrates that only seven of the 49 States listed have a six month

probationary period (none less). That all of the other States listed have one year or more probationary period, with 36 of the 49 listed at one year.

CERTIFIED ISSUE 10 - Pay for contract negotiations time - pay for time spent in negotiations; Article XXVIII, new section.

The Union proposes a new provision to the contract which would provide that the Employer would agree to compensate 11 representatives of the Union for time spent in contract negotiations.

The Employer proposes no provision of this nature.

Discussion:

The arbitrator does not accept the position of the Union in this regard.

The arbitrator, as to this certified issue, adopts the same reasoning and rationale that he used under Issue No. 8, the Union's per diem proposal, in denying this proposal in its entirety.

CONCLUSION

The arbitrator in making his award as hereinafter specified, has considered, analyzed to the extent of his ability, the evidence adduced by the parties, their arguments and has drawn upon his own experience in contract negotiations in the past. He has endeavored to arrive at an award that should perhaps have been the settlement between the parties if it had been arrived at by negotiation, and in so doing utilized all of the standards required by State law and the other standards normally applied by arbitrators in interest

arbitration to the extent that they were addressed by the parties and evidence was adduced relating to them.

In his award, he is addressing to a limited extent the internal and external inequities he discussed under Issues 1 and 2 (general wage increases across the board) and to a certain extent the inequities he discussed in reference to Certified Issue No. 3, Compression. However, in his award he was very cognizant of the pattern of settlements with the other State units referred to by the Employer and accepted by the arbitrator as establishing a pattern.

#### AWARD

It is the award of the arbitrator that:

Certified Issue No. 1. General Salary Increase 1987 - There shall be a general salary increase effective July 1, 1987 of 3% across the board. (As understood by the arbitrator, this increase will be incorporated by the parties into the applicable grids).

Certified Issue No. 2. General salary increase 1988 - there shall be a general salary increase effective July 1, 1988 of 5% across the board. (As understood by the arbitrator, this increase will be incorporated by the parties into the applicable grids).

Certified Issue No. 3. Compression of salary ranges - effective July 1, 1988 - the top of the salary range for trooper 1 and the corporal of the State patrol shall be decreased two years, the top of the range for special agent and special agent team leader of the BCA shall be decreased two years and the top of the range for conservation officer specialists I, II, III, and IV, shall be decreased two years.

Certified Issue No. 4. Longevity pay - denied.

Certified Issue No. 5. Retroactivity - the effective dates for the general wage increases are noted in the award pertaining to certified issues 1 and 2.

Certified Issue No. 6. Salary differential for corporals - this is denied.


Certified Issue No. 7. Salary differential for Freeway Troopers - there shall be added, effective July 1, 1988, an additional \$15.00 per month to the present \$50.00 for a total/of \$65.00 per month.

Certified Issue No. 8. Per diem plan - \$6.00 per day - This is denied.

Certified Issue No. 9. Probationary period - the probationary period is hereby changed from 1,044 hours to 2,088 hours.

Certified Issue No. 10. Pay for contract negotiations time - This is denied.

Respectfully submitted, this 23rd day of February, 1988.

  
\_\_\_\_\_  
William J. Bergquist  
Arbitrator



ISSUES #1 and #2  
GENERAL SALARY INCREASES

COST COMPARISON CONTRACT  
SETTLEMENTS OF STATE UNITS

	No. of Employees	<u>Salaries Only</u>		<u>Salary Increases</u>	<u>Total Cost</u>		%	<u>Cost Per Member</u>
		<u>Base</u>	<u>New</u>		<u>Base</u>	<u>New</u>		
Units 2, 3, 4, 6, 7, 8 AFSCME	18,239	612,078,000	32,563,000	3% 7/1/87 3% 7/1/88 (14 Equity Adjustments)	773,906,000	42,521,000	5.79	
Unit 5 (NURSES)	580	28,283,000	1,561,000	2% 7/1/87 1.2% 1/6/88 (1.5% on certain steps) 3% 7/6/88	33,201,000	1,780,000	5.36	
Unit 9 State University Inter Faculty	2,130	139,286,000	13,464,000	1% 7/1/87 general salary + \$500 to \$100 on various steps 4% 7/1/88 + \$275 on each step	170,086,000	17,165,000	10.09	
Unit 10 Comm. College MEA	1,400	70,931,000	10,879,000	7.3% (4.8 General Salary) 7/1/87 8.6% (6.1% General Salary) 7/1/88	87,448,000	13,504,000	15.44	
Unit 11 State Unive. Administrative Service Facility 320	280	15,308,000	1,464,000	5.0% 7/1/87 Ranges A-D 3.9% 7/1/87 Range E 4.2% 7/1/88	18,466,000	1,864,000	10.09	
Unit 12 MN Gov. Engineers	700	53,632,000	2,864,000	3% 7/1/87 3% 7/6/88	64,466,000	3,531,000	5.65	
Unit 14 MAPE	5,300	303,402,000	17,304,000	1% 2% 7/1/87 1.5% 1/6/88 3% 7/6/88	357,547,000	21,610,000	6.04	
Unit 16 Middle Management	<u>2,600</u>	165,188,000	8,856,000	7/1/87 2% general salary 1/6/88 1.25% general salary 1/6/88 + 1% Grid adjustment 7/1/88 3%	193,995,000	11,065,000	5.70	
	31,329							

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From Booklet Exhibit 29 "Rice" Tab 21 of Issues 1 and 2, General Salary Increases.

EXHIBIT "A"

STATE OF MINNESOTA

FY 88-89 SALARY SETTLEMENTS

3/1/1988

General Salary Increases

(% Increase)

Bargaining Unit	7/1/87	1/6/88	7/1/88	BIENNIAL BASE*	BIENNIAL NEW MONEY*	% INCREASE***
AFSCME	3.00%		3.00%	\$733,906,000	\$42,521,000	5.79%
MIDDLE MGMT ASSOC	2.00%	1.25%	3.00%	\$193,995,000	\$11,065,000	5.70%
MN ASSOC PROF EMPL	2.00%	1.25%	3.00%	\$357,547,000	\$21,610,000	6.04%
MN GOVT ENGINEERS	3.00%		3.00%	\$62,466,000	\$3,531,000	5.65%
MN NURSES ASSOC	2.00%	1.25%	3.00%	\$33,201,000	\$1,780,000	5.36%
LAW ENFORCEMENT	3.00%		5.00%	\$49,357,000	\$3,661,600	7.42%
SPECIAL TEACHERS						
MANAGERS PLAN	3.00%**		3.00%**	\$81,539,646	\$567,935	0.70%
COMMISSIONERS PLAN	3.00****		3.00****	\$65,903,798	\$3,646,636	5.53%
AGENCY HEADS	5.00%			\$2,254,828	\$110,947	4.92%
MN COMM COLLEGE FACU	7.30%		8.60%	\$87,448,000	\$13,504,000	15.44%
ST IV FACULTY	6.00%		7.00%	\$170,086,000	\$17,165,000	10.09%
ST UNIV ADMINISTRAT	6.00%		7.00%	\$18,466,000	\$1,864,000	10.09%
				OLD SALARY	NEW SALARY	% INCREASE
COMM.COL.CHANCELLOR	9.20%			\$77,340	\$84,455	9.20%
HIGHER ED.DIRECTOR	2.30%			\$65,000	\$66,500	2.31%
AVTI DIRECTOR		8.50%		\$74,228	\$80,535	4.25%
STATE UNIV CHANCELO	9.20%			\$79,000	\$86,268	9.20%
TOTAL				\$1,580,170,272	\$88,494,118	5.60%

\$42,569,100

\$88,494,118

(\$45,925,018)

SALARY SUPPLEMENT  
COST TO SAL SUPPL.

BALANCE

\*Includes all funds, non-higher education agencies

\*Includes salaries, FICA, & insurance

\*\*3% average performance cap

\*\*\*Percent of new money needed over base

\*\*\*\*This % is an average. Groups within plan  
follow lead of other units.

lcer

3/1/88

LCER APPROVAL RESOLUTION

STATE BARGAINING UNIT 1

\_\_\_\_\_ moves that the Legislative Commission on Employee Relations (1) approve the terms of the negotiated and arbitrated agreement entered into between the exclusive representative of state bargaining unit 2 and the Commissioner of Employee Relations, which have been submitted to the Commission on February 29, 1988; and (2) instruct staff of the Commission, in consultation with the Commissioner, to prepare legislation necessary for final legislative approval of the agreement.

March 8, 1988