AGREEMENT

between

UNIT 25

and the

STATE OF MINNESOTA

July 1, 2009 through June 30, 2011

TABLE OF CONTENTS

ARTICLE 1 - PREAMBLE

This Agreement is made and entered into this 1st day of July, 2009, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota AFSCME Council 5, AFL-CIO, and its affiliated Local Unions, and unless otherwise noted in this Agreement, "UNION" hereinafter refers to the Minnesota AFSCME Council 5, AFL-CIO. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

If the parties mutually agree during the term of this Agreement, this Agreement may be supplemented by such additional provisions relating to departmental issues as the parties to this Agreement deem appropriate. Failure of the parties to reach such supplemental agreement shall not be subject to the impasse procedures as set out in the Minnesota Public Employment Labor Relations Act.

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 2 - RECOGNITION

Section 1. Existing Units. The Employer recognizes the Union as the exclusive bargaining representative of all the employees included in the bargaining unit certified by the Bureau of Mediation Services, Case Number 06-PCE-72. The composition of this unit is as follows:

> All employees in the Department of Public Safety in the classification of Radio Communications Operator whose employment service exceeds the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and more than sixty-seven (67) work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179A.

To be covered by this Agreement, employees must work fourteen (14) or more hours per week (or thirty-five (35) percent of the normal work week in the employee's bargaining unit) and be employed more than sixty-seven (67) working days in any calendar year. Employees shall be placed in the bargaining unit as soon as the Appointing Authority anticipates that they will work sufficient hours and days to be eligible for bargaining unit inclusion.

Section 2. Disputes. The assignment of newly created classes to a bargaining unit or the reassignment of existing classes to a different bargaining unit shall be subject to the determination of the Director of the Bureau of Mediation Services in accord with the provisions of the Minnesota Public Employment Labor Relations Act.

Disputes which may occur over the inclusion or exclusion of new or changed job positions shall be referred to the Bureau of Mediation Services for expedient resolution. The decision of the Bureau of Mediation Services shall prevail during or pending any appeal(s) from such decision.

Section 3. Union Exclusivity. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

ARTICLE 3 - UNION SECURITY

Section 1. Checkoff. The Employer shall deduct the bi-weekly membership dues from the earnings of those employees who authorize such deductions in writing. The Union shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the payroll period for which the deductions are to be effective and the deductions shall continue in effect until canceled by the employee through the Union. The aggregate deductions of all employees, together with a detailed record, shall be remitted to the Union office within ten (10) days after such deductions are made.

Section 2. Exclusivity. No other employee organization shall be granted payroll deduction of dues for employees covered by this Agreement.

Section 3. Employee Lists. The Employer shall report to the Union the information on all employees added to or removed from the bargaining unit in the seniority unit. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period.

Upon the request of the Union, the Employer shall provide the Union with a listing of all employees in the bargaining unit represented by the Union.

Section 4. Indemnity. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of any action taken or not taken as a result of a request of the Union under the provisions of this Article including fair share deductions and remittances.

Section 5. Bargaining Unit Security. Upon the request of the Local Union, the Appointing Authority shall provide the Local Union general information on the use of non-employee labor.

ARTICLE 4 - SENIORITY

Section 1. Definitions.

A. **State Seniority**. "State Seniority" is defined as the length of employment with the State of Minnesota since the last date of hire.

B. **Bargaining Unit Seniority**. "Bargaining Unit Seniority" shall mean an employee's length of service in Bargaining Unit 25, as defined in Minnesota Statutes §179A. An employee may not have a bargaining-unit seniority date that predates the establishment of Bargaining Unit 25 on August 10, 2005.

C. **Classification Seniority**. "Classification Seniority" is defined as the length of service in a job classification with the State of Minnesota, beginning with the date an employee begins to serve a probationary appointment.

1. **Bumping, Demotions, Transfers**. Classification Seniority in a class to which an employee bumps, demotes or transfers shall include Classification Seniority in all higher or equal related classes in positions represented by the Union or in confidential positions. The employee may use such related class Classification Seniority to exercise a bump, transfer or demotion in lieu of layoff.

2. **Reallocations**. Classification Seniority for employees whose positions are reallocated to a lower or equal class after January 1, 1980, shall include service in the class from which they were reallocated, regardless of whether or not the higher or equal class is a "related" class in accord with "E" below.

3. **Trainee and Provisional Appointments**. Employees on a trainee or a provisional appointment, shall have Classification Seniority credited to the date of hire at the time an employee begins to serve a probationary period in a related classification.

4. **Temporary Appointments**. Effective July 23, 1985, an employee who serves a temporary appointment in a class and receives a probationary appointment to that class shall have Classification Seniority credited to the beginning of the temporary appointment provided there was no break in service between the appointments. For employees hired after November 18, 2005, seniority shall include those situations where the employee serves a temporary appointment followed by an emergency appointment in the same classification with no break in service between appointments.

5. **Trial Period and Non-certification**. An employee who returns to a former class under the conditions of Article 12, Section 10 E or F shall accrue seniority as if continually employed in the former class.

D. **Forfeiture and Interruptions**. Seniority shall be forfeited when an employee separates from State employment. Time on the layoff list or an approved leave of absence is not a separation. Classification Seniority shall include all service in confidential position(s) but shall exclude service in positions not represented by the Union.

E. **Seniority Units**. "Seniority Unit" is defined as all employees in bargaining unit 25 represented by the Union in the Department of Public Safety.

Section 2. Seniority Earned Under Previous Collective Bargaining Agreements. Employees shall continue to have their seniority calculated as provided for under the 2005-2007 Collective Bargaining Agreement.

Section 3. Seniority Rosters. No later than November 30 and May 31 of each year Appointing Authorities shall prepare and post on all employee bulletin boards seniority rosters and two (2) copies shall be furnished to the Local Union. Alternatively, seniority rosters may be posted and distributed electronically. The rosters shall list each employee in the order of Classification Seniority and reflect each employee's date of Classification Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the employee previously served.

In addition, the Appointing Authority shall list the class options (if any) for which an employee is qualified. If an employee disagrees with the class options listed, the employee shall have thirty (30) calendar days from the date of the posting of the seniority roster to notify Minnesota Management & Budget (MMB). MMB shall determine whether the employee meets the minimum qualifications for the class option.

The rosters shall also identify the type of appointment if other than full-time unlimited.

When two (2) or more employees have the same Classification Seniority dates, seniority position shall be determined by State Seniority. Should a tie still exist, seniority shall be determined by length of prior State service. Should a tie still exist, seniority shall be determined by lot.

The rosters shall also include a listing of all employees in Student Worker classifications.

Section 4. Appeals. Employees shall have thirty (30) calendar days from the date of the posting or from return to work from a leave of absence of more than fourteen (14) calendar days to notify the Appointing Authority of any disagreements over the Seniority Roster. Appeals are limited to changes since the previous posting. The Appointing Authority may make corrections to the Seniority Roster during the thirty (30) calendar day appeal period. After the close of the thirty (30) calendar day appeal period, the Appointing Authority shall post an addendum of any changes to the Seniority Roster.

Between postings, the Local Union and the Appointing Authority may agree in writing to changes after the appeal period. Such changes shall be incorporated in the next Seniority Roster and be so identified.

ARTICLE 5 - HOURS OF WORK

Section 1. General.

A. **Consecutive Hours**. The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.

B. **Work Shift**. A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work. The Appointing Authority may change the starting or ending times of an existing shift up to and including two (2) hours after providing the notice period required in Section 1(C). The provisions of Section 1B shall not apply to rotating shifts.

C. **Schedule Posting**. Work schedules showing the shifts, days, and hours of all employees shall be posted at least fourteen (14) calendar days in advance of their effective day. Work schedules for employees shall have no fewer than two (2) consecutive days off between consecutive work days. All schedule changes shall require such a fourteen (14) day notice except for the three situations referenced in Section 1G which require a twenty-eight (28) day notice. In addition, employees being returned to work as part of a workers' compensation placement are not entitled to a fourteen (14) day notice.

   Employees who are qualified and capable may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor which shall not be unreasonably denied and provided such change does not result in the payment of overtime.

   If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime. A voluntary change of shifts under this section results in the payment of overtime only when it places the employee's hours of work in excess of those permitted by the Fair Labor Standards Act.

D. **Meal Periods**. Employees shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each work shift. Employees who are required to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the appropriate rate, straight time or overtime, whichever is applicable.

E. **Rest Periods**. All employees shall be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. Employees who are scheduled for a shift of four (4) hours and who are scheduled to receive an unpaid meal period shall not be entitled to a rest period. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute paid rest period before they start work on the next shift whenever it is anticipated that such work shall require approximately two (2) hours. The Appointing Authority retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated nor be taken at the beginning or end of the employee's shift. With the supervisor's approval, rest periods may be used to extend the meal period. Because of the work requirements, employees may not be able to take a fifteen (15) minute paid rest break during each four (4) hours of regularly scheduled work. Consequently, an eligible employee who requests a rest break from their immediate supervisor and was not able to take or was not released by their supervisor, at the option of the Appointing Authority, the employee will receive cash or compensatory time off for each eligible allowable rest break(s) not taken.

F. **Reporting Time and Pay**. Unless notified otherwise at least two (2) hours in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If work is not available, the employee may be excused from duty and paid for three (3) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing three (3) hours of work the employee shall be paid for three (3) hours at the employee's appropriate rate. (See Article 15, Layoff and Recall, Section 6, Limited Interruption of Employment.)

G. **Work Day**. The normal work day shall consist of eight (8) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period.

To depart from the normal work day or to establish a shift that is not currently being used by that Appointing Authority in the interest of efficient operations, to meet needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than twenty-eight (28) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording it an opportunity to express its views, prior to the posting period required in Section 1C. When schedules are changed the new schedule shall be posted pursuant to Section 1C. Existing schedules may remain in effect.

H. **Turnaround Time**. The number of hours between scheduled shifts shall not be less than seven and one-half (7-1/2) hours. Violations shall be compensated at the rate of time and one-half for all hours worked on the shift following the hours of rest.

I. **Daylight Savings Time**. Employees required to work more than eight (8) hours on an eight (8) hour shift or more than ten (10) hours on a ten (10) hour shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one-half (1-1/2). Employees required to work less than eight (8) hours on an eight (8) hour shift or less than ten (10) hours on a ten (10) hour shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost. Employees in the first six (6) months of employment who would be eligible to accrue vacation, may be advanced one (1) hour of vacation time which shall either be deducted from their vacation leave balance, or deducted from their last paycheck if the employee is separated prior to accruing vacation.

Section 2. Part-time Hours.

A. **Reduction of Hours**. If it is necessary to reduce the hours of a part-time position such that the incumbent of the position is no longer eligible to receive the full Employer's insurance contribution or is no longer eligible to participate in the Employer's insurance program, the Appointing Authority shall request volunteers for the position from among part-time employees in the same class, employment condition, and work area/principal place of employment. If one or more employees volunteer for the position, the most senior qualified volunteer shall be offered the position. If there are no volunteers, the least senior qualified employee in the same class, employment condition, and work area/principal place of employment shall be assigned to the position.

B. **Additional Hours**. When the Appointing Authority assigns additional hours within the fourteen (14) day posting period to part-time employees whose established work day is less than eight (8) hours to work additional hours on a scheduled day of work, the hours shall be distributed to employees then on duty as provided in the applicable overtime distribution language.

ARTICLE 6 - OVERTIME

Section 1. Overtime Hours. Except as otherwise provided in this section, all hours worked in excess of the established work day, before or after an employee's regular scheduled shift, or on any regularly scheduled day off, shall be considered overtime.

All paid vacation time, paid holidays, paid sick leave, compensatory time off, and paid leaves of absence shall be considered as "time worked" for purposes of this Article.

Part-time employees whose established work day is less than eight (8) hours shall not be considered to be working overtime until having completed eight (8) hours of work.

Section 2. Overtime Rates. All overtime hours shall be compensated at the rate of time and one-half (1-1/2).

Section 3. Scheduled Overtime. Scheduled overtime is overtime which is assigned by the end of the employee's last worked shift prior to the overtime assignment and which does not immediately precede or immediately follow a scheduled work shift.

Unless notified otherwise in advance of the scheduled starting time of the scheduled overtime assignment, any employee who is scheduled to report for work and who reports as scheduled shall be assigned at least two (2) hours work. If work is not available, the employee may be excused from duty and paid for two (2) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing two (2) hours of work, the employee shall be paid for two (2) hours at the employee's appropriate rate.

Section 4. Distribution. If the overtime work is four (4) hours or less, it shall first be offered to the employee(s) then on duty, on the same shift and work area who has the least number of overtime hours to his/her credit. Should this employee choose not to accept the overtime hours assignment, the next employee with the fewest overtime hours to his/her credit shall be offered the assignment. Offered overtime hours not worked shall be considered as "worked" in calculating the equitable distribution of overtime.

New employees entering the bargaining unit shall be credited with the number of overtime hours equal to the highest number of hours to the credit of any current employee in the same class and same work area.

If the overtime work is more than four (4) hours, it shall first be offered to the employee(s) who are off duty from the same work area who have the least number of overtime hours to his/her credit. If all of these off-duty employee(s) decline the overtime work, it shall then be offered to the employees on duty who have the least number of overtime hours to his/her credit.

In the event all capable employees in the same work area decline the overtime work, the Appointing Authority shall assign the overtime work to the employees working the shifts immediately preceding and following the overtime shift based upon inverse order of Classification Seniority.

Employees shall not be scheduled to work more than a twelve (12) consecutive hour shift or more than sixteen (16) hours in any twenty-four (24) hour period. However, in cases where the Appointing Authority determines conditions exist, such as severe weather, time constraints or where it would be unfeasible to offer the overtime to off duty employees, overtime would be worked by the employee then on duty.

Employees in Metrocom who work ten (10) hour shifts may be offered overtime first. If more than one (1) employee is working a ten (10) hour shift, the overtime will be offered first to the employee who has the least amount of overtime hours to his/her credit.

Upon the request of either party, the parties agree to meet and confer regarding issues of overtime distribution for Metrocom employees.

The Appointing Authority shall not be required to cut in on work in progress in order to maintain an equitable balance of overtime.

An accumulative record of overtime hours worked or offered each employee shall be made available to the Local Union Representative upon request. The record of each employee's accumulated overtime hours worked and overtime offered but not worked shall be adjusted to zero (0) hours once per year on a date determined by the Appointing Authority. The Appointing Authority shall notify the Local Union of the date within thirty (30) calendar days of the execution of this Agreement, for the term of the Agreement.

In the event all capable employees in the same shift and work area decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees. In all instances, the overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift.

Employees may request not to be offered voluntary overtime by means of a written waiver submitted to the local personnel officer, provided, however, that the Appointing Authority retains the right to assign overtime, in inverse order of Classification Seniority among capable employees in the event that all capable employees decline overtime work. Employees may rescind such waivers upon fourteen (14) calendar days written notice to the local personnel officer.

In emergencies, notwithstanding the terms of this Article, the Appointing Authority may assign someone to temporarily meet the emergency requirements regardless of the overtime distribution.

Section 5. Liquidation.

A. **General**. At the employee's option, overtime hours shall be paid in cash or assigned to a compensatory bank. Employees shall elect whether all overtime hours earned in a day shall be paid in cash or assigned to a compensatory bank. This decision shall be recorded on the timesheet each pay period. Should an employee fail to indicate on the time report, liquidation shall be in cash.

B. **Compensatory Bank**.

1. **Size of Bank**. The maximum amount of hours that may be in the compensatory bank at any given time is one hundred fifty (150) hours.

2. **Hours Worked in Excess of Bank**. All overtime hours worked over the maximum amount of hours in B (1) shall be compensated in cash.

C. **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. Employees who choose cash liquidation may still use compensatory time within the same work week/applicable work period. In this case, all overtime hours shall be liquidated in cash except that those overtime hours worked within a work week/applicable work period may be placed in a compensatory time bank at the discretion of the Appointing Authority. If no agreement between the employee and the supervisor can be reached to take the time off, the overtime must be paid in cash.

D. **Compensatory Time Liquidation in Cash**.

At the option of the Appointing Authority, all or a portion of the compensatory bank may be liquidated in cash on June 30 in the first year of the contract and/or on June 30 of the second year of the contract. However, employees shall have the option of carrying over a maximum of fifty (50) hours of their compensatory bank to the next fiscal year.

An employee transferring to the service of another Appointing Authority, accepting a position not represented by the Union, separated from State service, or placed on permanent layoff, shall have unused compensatory time paid in cash. An employee placed on seasonal layoff may have unused compensatory time paid in cash, at the option of the employee.

Any cash payment of unused compensatory time shall be at the average regular rate of pay received by the employee during the last three (3) years of the employee's employment or his/her regular rate of pay as of the date of payment, whichever is greater.

E. **Use of Compensatory Time**. Employees requesting compensatory time off with fourteen (14) or more calendar days notice to the Appointing Authority shall be permitted to use such time if it does not unduly disrupt the operations of the Appointing Authority, or require payment of additional salary costs. Requests for use of compensatory time off with less than fourteen (14) calendar days notice to the Appointing Authority or for weekend shifts may be granted at the discretion of the Appointing Authority.

Employees shall not be permitted to use compensatory time or be scheduled to use compensatory time if use will result in the denial of a request to have a holiday off (Article 7, Section 8A), a denial of a vacation request (Article 8, Section 3), or a denial of a discretionary leave request in Article 10.

The Appointing Authority may schedule compensatory time off for an employee with more than fifty (50) hours in the compensatory bank by providing him/her no less than fourteen (14) calendar days notice prior to the specified scheduled time off. The employee may not be scheduled below fifty (50) hours.

Compensatory time scheduled off by the Appointing Authority shall be in increments of at least the employee's normal work day.

Overtime earned for work on a holiday shall be paid in cash.

If it is necessary to limit the number of employees in a work unit using compensatory time at the same time, conflicts shall be resolved on the basis of State Seniority within or among class(es) as determined by the Appointing Authority.

Section 6. Call In and Call Back.

Call In. Employees called to work prior to their regularly scheduled shift shall be paid at the appropriate overtime rate until their regular shift begins provided that the employee shall receive a minimum payment equal to one (1) hour at straight time or the time worked at the appropriate overtime rate, whichever is greater. Employees shall work the balance of their regular shift at their regular rate of pay.

Call Back. Employees called back to work after their regularly scheduled shift and who were not assigned such work by the end of their last worked shift prior to the assigned work shall be paid a minimum of two (2) hours at the rate of one and one-half (1½). Employees who are called back to work shall be reimbursed mileage for driving to and from their work station and their home if they use their own vehicle.

Section 7. On Call. An employee shall be in an on-call status if the employee's 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 called to work while in on-call status shall be compensated as provided in Section 6 of this Article. 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 eight (8) consecutive hours. An employee shall have the choice of receiving on-call pay in cash or compensatory overtime.

An effort shall be made to distribute on-call work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who request the on-call work. If practicable, employees shall be notified of the on-call assignment at least one (1) month in advance.

Section 8. Release From Work. Employees who work an overtime or call in assignment which precedes or overlaps a regular shift may be excused from duty, with the approval of the supervisor, after the completion of eight (8) hours work, without loss of premium pay for the call in or overtime assignment.

An employee who works twenty-four (24) consecutive hours has the right to use vacation, compensatory time, alternate holiday, or leave without pay for his/her next scheduled shift, if that shift is contiguous to the hours worked.

Section 9. Duplication of Payment. Overtime hours worked shall not be paid more than once for the same hours worked under any provision of this Agreement.

ARTICLE 7 - HOLIDAYS

Section 1. Eligibility. All employees covered by this Agreement shall be eligible employees for purposes of this Article.

Section 2. Observed Holidays. The following days shall be observed as paid holidays:

Friday, July 3, 2009 - Independence Day
Monday, September 7, 2009 - Labor Day
Wednesday, November 11, 2009 - Veterans Day
Thursday, November 26, 2009 - Thanksgiving Day
Friday, November 27, 2009 - Day after Thanksgiving
Friday, December 25, 2009 - Christmas
Friday, January 1, 2010 - New Year's
Monday, January 18, 2010 - Martin Luther King Day
Monday, February 15, 2010 - Presidents Day
Monday, May 31, 2010 - Memorial Day
Monday, July 5, 2010 - Independence Day
Monday, September 6, 2010 - Labor Day
Thursday, November 11, 2010 - Veterans Day
Thursday, November 25, 2010 - Thanksgiving Day
Friday, November 26, 2010 - Day after Thanksgiving
Friday, December 24, 2010 - Christmas
Friday, December 31, 2010 - New Year's
Monday, January 17, 2011 - Martin Luther King Day
Monday, February 21, 2011 - Presidents Day
Monday, May 30, 2011 - Memorial Day

Floating Holiday. All employees except intermittent, emergency, and temporary employees shall also receive one (1) floating holiday each fiscal year of this Agreement. However, seasonal employees shall be eligible for only one (1) floating holiday per season and intermittent employees shall receive one (1) floating holiday each fiscal year of this Agreement if they complete ninety-one (91) working days in that fiscal year. Unless waived by the supervisor, 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 operational needs of the Appointing Authority.

Any conflicts for requested holidays shall be resolved on the basis of State Seniority within the employee's work unit. The Appointing Authority shall make a reasonable effort to approve the requested holiday. Floating holidays may not be accumulated. An employee who has not requested the floating holiday by March 1 of each fiscal year or by thirty (30) calendar days prior to the end of an employee's season shall be scheduled to take a floating holiday on a day chosen by the Appointing Authority or be paid for the floating holiday in cash at the option of the Appointing Authority.

Section 3. Substitute Holidays. The Appointing Authority may, with the agreement of the Local Union, designate substitute days for the observance of Veterans Day and Presidents Day.

Section 4. Shift Work. For purposes of this Article, when a work shift includes consecutive hours which fall in two (2) calendar days, that work shift shall be considered as falling on the calendar day in which the majority of hours in the shift fall. When a work shift includes an equal number of consecutive hours in each of two (2) calendar days, that work shift shall be considered as falling on the first of the two (2) calendar days.

Section 5. Holidays on Day Off. When any of the above holidays fall on an employee's regularly scheduled day off, the employee shall be paid for the holiday in cash at the discretion of the Appointing Authority. If the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time. (The employee must be eligible to accrue and use vacation under the provisions of Article 8 in order to choose to receive payment as vacation.)

Section 6. Holiday Pay Entitlement. To be entitled to receive a paid holiday, an employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

Any employee who dies or is mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s).

Eligible intermittent employees shall receive a holiday if they work the last scheduled work day before and the first scheduled work day after the holiday. If the intermittent employee works on the holiday, holiday pay shall be paid for all hours actually worked, not to exceed eight (8) hours for a single holiday. If the intermittent employee does not work on the holiday, holiday pay shall be in accord with the schedules set forth in Appendix A1.

Section 7. Holiday Pay. Holiday pay shall be computed at the employee's normal day's pay (i.e., the employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash.

An employee who normally works less than seventy-two (72) hours per pay period and who does not work the holiday shall have his/her holiday pay prorated in accord with the schedule set forth in Appendix A1.

An employee who normally works less than seventy-two (72) hours per pay period and who does work on the holiday, shall be paid holiday pay for all hours worked, not to exceed ten (10) hours for a single holiday.

New and recalled employees who normally work less than seventy-two (72) hours per pay period and return to work during a pay period which includes a holiday shall have their holiday pay prorated in accord with the schedule set forth in Appendix A. Employees who normally work less than seventy-two (72) hours per pay period leaving during a pay period which includes a holiday shall also have their holiday pay prorated in accord with Appendix A.

With the approval of the supervisor, part-time employees may be allowed to arrange their work schedules, in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of hours because of the proration of holiday hours, provided such rescheduling does not result in the payment of overtime.

Section 8. Work on a Holiday.

A. **Scheduling**. If more employees in a work unit would normally be scheduled or are scheduled to work on a holiday than necessary, and there are conflicts in requests for the holiday off, the Appointing Authority shall grant the holiday off on the basis of State Seniority, provided that the Appointing Authority retains the right to schedule employees with the ability and capacity to perform the job.

   Of the employees who do not request the holiday off at least twenty-one (21) calendar days prior to the holiday, the most senior employees based on State Seniority, shall be assigned to work the holiday.

B. **Payment**. Any employee who works on any holiday provided by this agreement shall be paid in cash at the employee's appropriate overtime rate for all hours worked, provided that if an employee has chosen compensatory time under Article 6, the payment for work on a holiday may be placed in the compensatory bank at the employee's option.

   In addition, the Appointing Authority shall determine whether holiday pay as provided in Section 7 shall be paid in cash or not. If the Appointing Authority does not choose to pay the holiday in cash, the employee may choose to receive the holiday as vacation or compensatory time. (The employee must be eligible to accrue and use vacation under the provisions of Article 8 in order to choose to receive payment as vacation.)

Section 9. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Sections 2 and 3 above, falls on an 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 the employee's supervisor in writing at least twenty-one (21) calendar days prior to the religious holiday. This notice requirement does not apply when the employee chooses to use the floating holiday to observe the religious holiday.

Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave or accumulated compensatory time, has used a floating holiday, or, by mutual consent, is able to make up the time.

ARTICLE 8 - VACATION LEAVE

Section 1. General Conditions.

A. **Eligibility**. All employees, except intermittent employees, emergency employees, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall accrue vacation leave after completion of sixty-seven (67) working days in any twelve (12) month period. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue vacation leave.

B. **Use**. An employee may not use vacation until completing six (6) months of continuous service in a vacation eligible status. However, intermittent employees may use vacation after six (6) months from the date of hire. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to use vacation leave.

   An employee who is reinstated or reappointed within four (4) years to state service may use accrued vacation in the first six (6) months of continuous service in a vacation eligible status, if the employee previously completed six (6) months of continuous service in a vacation eligible status.

Vacation leave hours shall not be used during the payroll period in which the hours are accrued.

Section 2. Length of Service Requirements/Accruals.

A. **Accrual Rates**. All eligible employees shall accrue vacation pay according to the following rates:

Length of Service Requirement	Rate Per Full Payroll Period
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 18 years	7-1/2 working hours
After 18 through 25 years	8 working hours
After 25 through 30 years	8-1/2 working hours
After 30 years	9 working hours

B. **Length of Service Requirements**. For purposes of determining changes in an employee's accrual rate, Length of Service Requirement shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one full payroll period in duration. However, accrual dates shall not be adjusted for employees on military leave or on FMLA-qualified leave. Length of service requirement shall only include an employee's service in a vacation eligible status. This method shall not be used to change any Length of Service Requirements determined prior to July 30, 1991.

An employee with prior 911 dispatch employment in another unit of government who is hired into the State within one year from that prior employment shall be credited with the equivalent number of years of service in that employment, not to exceed five (5) years. Such length-of-service credit shall be used solely for the purpose of determining the appropriate vacation accrual rate. In order to receive such length-of-service credit, an employee must submit documentation of the qualifying service, including evidence of vacation-eligible status in the previously-held position. Any adjustment shall be prospective and becomes effective in the pay period following submission of the proper documentation.

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

C. **Proration**. Eligible employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated in accord with the schedule set forth in Appendix B.

D. **Reinstatement of Accrual Rate**. An eligible employee who is reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement shall accrue vacation leave with the same credit for Length of Service that existed at the time of such separation.

Upon request, employees of the Legislative Branch who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement, shall receive credit for their length of service in the Legislative Branch that existed at the time of such transfer or separation for vacation accrual purposes provided that the employee was in an eligible status as defined in Section 1A of this Article when employed by the Legislative Branch. Such employees shall begin accruing vacation leave based on this method effective at the beginning of the first payroll period following the effective date of this Agreement.

Employees of the University of Minnesota, the Minnesota Historical Society and the Metropolitan Council who transfer or who are appointed to State service within four (4) years of the date of resignation in good standing or retirement, shall accrue vacation leave with the same credit for length of service that existed at the time of such transfer or separation.

E. **Reinstatement of Vacation Balance**. Employees of the Legislative Branch who are appointed to the Executive Branch without a break in service may be allowed to bring any accumulated but unused vacation leave with them provided that it does not exceed two hundred and seventy-five (275) hours.

Employees in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused vacation leave balance posted to their credit in the records of the Appointing Authority.

F. **Maximum Accruals**. Employees may accumulate unused vacation to any amount provided that once during each fiscal year each employee's accumulation must be reduced to two hundred and seventy-five (275) hours or less. This must be accomplished on or before the last day of the fiscal year. If not, the amount of vacation shall be automatically reduced to two hundred and seventy-five (275) hours at the end of the fiscal year.

Employees on a military leave under Article 10 shall earn and accrue vacation leave as though actually employed, without regard to the maximum accumulation set forth above. Vacation earned in excess of two hundred and seventy-five (275) hours shall be taken within two (2) years of the date the employee returns from military leave.

Section 3. Vacation Period. Every reasonable effort shall be made by the Appointing Authority to schedule employee vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of employees in a work unit on vacation at the same time, the Appointing Authority shall determine whether conflicts over vacation periods shall be resolved among classes or within a particular class based upon staffing needs. In either event, vacation schedules shall be established on the basis of employees' bargaining-unit seniority. Where two (2) employees have the same bargaining-unit seniority date, the tie breaker shall be State seniority. Should there be a tie in State seniority, the employees shall draw lots.

Whenever practicable, employees shall submit written requests for vacation periods at least four (4) weeks in advance of their vacation to their supervisor, on forms furnished by the Appointing Authority. When advance written requests are impractical, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to vacation requests promptly and shall answer all written requests in writing no later than ten (10) calendar days after such request is made.

Any request for a vacation of five (5) working days or more, including holidays, which is submitted five (5) calendar weeks or more in advance of the requested date of the start of the vacation shall be posted within five (5) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees who may desire to request vacation for the same period to do so. All such requests must be submitted to the supervisor within the posting period. Conflicts involving vacation scheduling shall be resolved as provided above. Supervisors shall respond to the request(s) within one (1) calendar week of the end of the posting. No request may be submitted for a vacation period more than six (6) months in advance of the request. However, an employee may request vacation which commences more than six (6) months in advance if a posted request contains days which are within six (6) months. With the agreement of the Local Union, the Appointing Authority may establish deadlines for vacation requests within the six (6) months period.

When an employee decides, more than fourteen (14) calendar days in advance, not to use vacation time which was approved under the posting system, the Appointing Authority shall post a notice of this fact in the work unit and consider new requests for vacation.

After being approved for vacation leave, an employee may be allowed to change it to compensatory time leave with the approval of the supervisor.

No vacation requests shall be denied solely because of the season of the year but shall be dependent upon meeting the staffing needs of the Agency.

Section 4. Vacation Charges. Employees who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.

Employee vacation accruals earned while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to the use of such accrued leave.

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor. In the event of the disability or hospitalization of the employee's spouse, minor or dependent children/step-children/foster-children, or parent/step-parent living in the same household of the employee, or illness of a minor child whether or not the child lives in the same household of the employee, and the employee's attendance is necessary while the employee is on vacation, vacation leave shall be changed to sick leave, effective the date of the disability or hospitalization, upon notice to the employee's supervisor. Upon such notice, employees may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statements shall be provided as soon as possible after the illness, disability or hospitalization occurs.

Section 5. Work During Vacation Period. No employee shall be required to work during the employee's vacation once the vacation request has been approved.

Section 6. Vacation Transfer and Liquidation. An employee transferring to the service of another Appointing Authority shall have accumulated vacation leave transferred and such leave shall not be liquidated by cash payment. However, if an employee moves to a vacation-ineligible position not covered by this Agreement, their vacation shall be liquidated. Except for employees who separate from State service prior to completion of six (6) months of continuous service, any employee separated from State service shall be compensated in cash, at the employee's then current rate of pay, for all vacation leave to the employee's credit at the time of separation. However, in no case shall payment exceed two hundred sixty (260) hours, except in the event of the death of the employee. Seasonal employees shall be allowed to liquidate all, none or a portion of their accumulated vacation balances at the time of or immediately prior to their seasonal layoff. After notice to the Local Union, and upon mutual agreement of the employee and Appointing Authority, employees facing temporary layoff shall be allowed to liquidate all, none or a portion of their accumulated vacation balances at the time of or immediately prior to their temporary layoff. If there is no mutual agreement, the employee's vacation balance shall be liquidated.

Section 7. Vacation Donation Program. Employees shall be able to donate accrued vacation leave for the use of employees who have exhausted their sick leave as permitted by Minnesota Statutes Chapter 43A.1815. An employee may donate up to twelve (12) hours of accrued vacation leave each fiscal year to the sick leave account of one or more state employees.

ARTICLE 9 - SICK LEAVE

Section 1. Eligibility. All employees, except intermittent employees, emergency employees, and temporary employees shall be eligible employees for purposes of this Article. However, intermittent employees shall become eligible employees for purposes of this Article after completion of sixty-seven (67) working days in any twelve (12) month period. Eligible employees appointed to emergency or temporary status from a layoff status shall continue to be eligible to accrue and use sick leave.

Section 2. Sick Leave Accrual. All eligible employees shall accrue sick leave at the rate of four (4) hours per pay period of continuous employment beginning with their date of eligibility.

Eligible employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accord with the schedule set forth in Appendix C.

Employees on a military leave under Article 10 shall earn and accrue sick leave as though actually employed, pursuant to M.S. 192.26.

An eligible employee who is reinstated or reappointed to State service within four (4) years of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the Appointing Authority.

An employee who receives severance pay shall have his/her sick leave balance restored at sixty percent (60%) of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus eighty seven and one half percent (87½%) of the employee's accumulated but unused sick leave bank.

Upon request, employees of the Legislative Branch who are appointed to the Executive Branch within four (4) years of the date of resignation in good standing or retirement shall have accumulated but unused sick leave posted to the employee's credit.

Employees in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused sick leave balance posted to their credit in the records of the Appointing Authority provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

A Local Union and an Appointing Authority may develop sick leave incentive programs with the approval of the Union and the Employer.

Section 3. Sick Leave Use. An employee shall be granted sick leave with pay to the extent of the employee's 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**. Sick leave granted under paragraphs 1 and 4 below shall be for such reasonable periods as the employee's attendance may be necessary. Leaves granted under 2 and 3 below shall be limited to not more than five (5) days to arrange for necessary nursing care for members of the family or birth or adoption of a child.

1. illness of a spouse, dependent children/step-children/foster-children (including wards, and children for whom the employee is legal guardian), or parent/step-parent who is living in the same household of the employee; illness of a minor child whether or not the child lives 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 Section 3B 1 above.

4. to accompany spouse, minor or dependent children/step-children/ foster children (including wards or children for whom the employee is legal guardian) to dental or medical appointments.

5. with fourteen (14) calendar days' notice, to accompany parents to dental or medical appointments not to exceed twenty-four (24) hours per calendar year.

Sick leave hours shall not be used during the payroll period in which the hours are accrued.

Employees using 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 Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the employee is not physically fit to return to work or has been exposed to a contagious disease which endangers the health of other employees, clients or the public.

Requests to furnish a statement from a medical practitioner may be oral or written. Oral requests shall be reduced to writing as soon as practicable. The written requests shall state the reason(s) for the request as well as the period of time that the employee will be required to furnish the statement. All such requests shall be prospective.

Any sick leave documentation which shows the specific reasons for use shall be restricted to persons on a need to know basis.

Employee sick leave accruals earned while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to the use of accrued sick leave.

An employee on extended sick leave who has used all of his/her sick leave accumulation and who still meets the criteria for sick leave use, shall have the right to use the vacation leave to the extent of the employee's vacation accumulation. Such employee shall not be required to exhaust vacation leave accruals prior to an unpaid disability leave under Article 10.

The abuse of sick leave shall constitute just cause for disciplinary action.

Any medical examination required by the Appointing Authority under Article 11, Section 3D shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report. Upon request, the employee shall receive a copy of the medical report.

Section 4. Requests. Whenever practicable, employees shall submit written requests for sick leave, on forms furnished by the Appointing Authority, in advance of the period of absence. When advance notice is not possible, employees shall notify their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond promptly and shall answer all written requests in writing. Written requests for sick leave shall only state which category of leave specified in Section 3A and B is to be used. However, the supervisor may orally inquire into the specific reason for the request.

Section 5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours he/she was scheduled to work during the period of sick leave. Holidays that occur during sick leave periods shall be paid as a holiday and not charged as a sick leave day.

Any employee incurring an on the job injury shall be paid the employee's regular rate of pay for the remainder of the work shift. Any necessary sick leave charges for employees so injured shall not commence until the first scheduled work day following the injury.

Section 6. Transfer to Another Appointing Authority. An employee who transfers or is transferred to another Appointing Authority without an interruption in service shall carry forward accrued and unused sick leave.

ARTICLE 10 - LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for leaves of absence or extensions thereof shall be submitted in writing by the employee to the employee's immediate supervisor as soon as the need for such leave or extension is known. Extension may be requested orally with prompt written confirmation when the need for the submission is not known in time for a written request. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Authorization for Leave. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for a leave of absence shall be answered by the supervisor promptly, including, upon request by the employee, a statement of the Appointing Authority's intent regarding whether or not the employee's position will be filled permanently. No leave of absence request shall be unreasonably denied and no employee shall be required to exhaust vacation leave accruals prior to a leave of absence except as required under Section 4F, Personal Leave.

When the Appointing Authority approves an unpaid leave of absence for an employee, the Appointing Authority shall advise the employee in writing of the steps the employee must take to continue insurance coverages.

When more than one (1) employee requests a discretionary leave and the Appointing Authority determines that a discretionary leave or leaves may be granted, such leave or leaves shall be granted on the basis of State Seniority to the most senior employee making such request, provided the Appointing Authority may deny such request of a senior employee(s) if the Appointing Authority determines that the senior employee(s) has special skills or knowledge that are needed to function properly and efficiently. No employee shall be permitted to exercise seniority more than once in any five (5) year period to receive priority consideration for a discretionary leave of absence. However, this restriction on the use of seniority would not preclude the employee from being granted additional leaves of absence where seniority for such leave is not an issue. The Appointing Authority reserves the right at any time to deny or limit the number of discretionary leaves as provided above.

Section 3. Paid Leaves of Absence. Paid leaves of absences granted under this Article shall not exceed the employee's normal work schedule.

A. **Bereavement Leave**. The use of a reasonable period of sick leave shall be granted in cases of death of the spouse, the domestic partner (same and opposite sex), or parents and grandparents of the spouse, or the parents/step-parents, grandparents, guardian, children, grandchildren, brothers, sisters, wards, or stepchildren of the employee. In addition, bereavement leave limited to one (1) regularly scheduled shift shall be granted in the case of the death of the parent of the employee's minor child.

   Time off to attend the funeral of individuals not listed above shall be charged against vacation leave if the employee's supervisor has approved the time off and such approval shall not result in any additional costs.

   The supervisor shall make a reasonable effort to adjust the hours of an employee in order to permit his/her attendance at the funeral of a co-worker.

B. **Court Appearance Leave**. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority for job related purposes other than those instituted by the employee or the exclusive representative. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employee shall be paid for the employee's regular rate of pay but shall remit to his/her Appointing Authority the amount received, exclusive of expenses, for serving as a witness, as required by the court.

   Unpaid leave shall be granted for other appearances before a court, judicial or quasi-judicial body in response to a subpoena.

C. **Educational Leave**. Leave shall be granted for educational purposes if such education is required by the Appointing Authority.

D. **Jury Duty Leave**. Leave shall be granted for service upon a jury. "Service upon a jury" includes time when the employee is impaneled for actual service or is required by the Court to be present for potential selection for service. During any other time, the employee shall report to work. 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.

E. **Military Leave**. In accordance with Minnesota Statutes 192.26, up to fifteen (15) working days leave per calendar year shall be granted to members of the National Guard or military or naval reserves of the United States or of the State of Minnesota who are ordered or authorized by the appropriate authorities to engage in training or active service.

   The employee, upon receiving written notification of duty, must notify his/her immediate supervisor within three (3) calendar days of receiving that written notification.

F. **Voting Time Leave**. Any employee who is eligible to vote in any statewide primary or general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/herself from work for the purpose of voting during the forenoon of such election day provided the employee has made prior arrangements for such absence with his/her immediate supervisor.

G. **Emergency Leave**. The Commissioner of Minnesota Management & Budget, after consultation with the Commissioner of Public Safety, may excuse State employees from duty with full pay in the event of a natural or man made emergency, if continued operation would involve a threat to the health or safety of individuals. Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Minnesota Management & Budget authorizes a longer duration.

H. **Blood Donation Leave**. Leave shall be granted to employees to donate blood at an onsite and Appointing Authority endorsed program.

I. **Election Judge Leave**. Upon twenty (20) calendar days advance request, leave shall be granted for purposes of serving as an election judge in any election.

J. **Transition Leave**. At the Appointing Authority's discretion an employee under notice of permanent layoff may be granted up to one hundred and sixty (160) hours of paid leave, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and shall not be subject to the Application and Reinstatement provision of this Article.

K. **Investigatory Leave**. See Article 16, Discipline and Discharge.

L. **Paid Administrative Leave**. At the Appointing Authority's discretion, an employee may be placed on paid administrative leave for up to thirty (30) calendar days when the employee has been involved in a critical incident, when the employee is being stalked or is a victim of domestic violence, and with written notice to the Local Union when the employee's continued presence in the workplace poses a risk to the employee or the organization. The Commissioner of Minnesota Management & Budget may authorize the leave to be extended for a period not greater than another thirty (30) calendar days, unless the Local Union has agreed to an extension(s) of longer duration. It is the Appointing Authority's policy to return an employee to active duty status as soon as is practical and prudent.

Section 4. Unpaid Leaves of Absence.

A. **Unclassified Service Leave**. Leave may be granted to any classified employee to accept a position in the unclassified service of the State of Minnesota.

B. **Educational Leave**. Leave may be granted to any employee for educational purposes.

C. **Medical Leave**. Leaves of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended. An employee who becomes disabled while on layoff or other leave of absence shall have the right to apply for and receive medical leave status so the employee becomes eligible for disability pension.

D. **Parenthood Leave**. A Parenthood leave of absence shall be granted to a natural parent or an adoptive parent, who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to six (6) months provided, however, that such leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority. An employee may commence this leave at any time in the first three (3) months following the birth or adoption of a child.

E. **Military Leave**. In accordance with Minnesota Statutes 192.261 and federal law, leave shall be granted to an employee who voluntarily or involuntarily enters into active military service, active duty for training, initial active duty for training, inactive duty training or full-time National Guard duty in the armed forces of the United States for the period of military service, not to exceed five (5) years.

At an employee's request, an employee on unpaid military leave shall be allowed to supplement such leave with vacation leave in accordance with law. Any vacation leave used must have been accumulated prior to the start of the military leave.

F. **Personal Leave**. Leave may be granted to any 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. Employees may be required to exhaust vacation leave accruals prior to personal leaves of absence of less than ten (10) working days.

G. **Precinct Caucus or Convention**. Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.

H. **Union Leave**. Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union Negotiating Team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency.

Upon the written request of the Union, leave shall be granted to employees who are appointed full time representatives of the Union. Annually, the Appointing Authority may request the Union to confirm the employee's continuation on Union Leave.

Leave time for service on a Union Master Negotiating Team/Assembly, supplemental negotiations, Agency meet and confers, and attendance at meet and confers established by this Agreement shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Leave time for service on a Union Master Negotiating Team and attendance at meet and confers established by this Agreement shall also be considered as paid leave for purposes of eligibility for holiday pay.

I. **Leave for 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.

J. **Volunteer Firefighter/Emergency Medical Technician/Natural Disaster Leave**. Employees, who notify their supervisor in advance that they are emergency medical technicians or members of volunteer fire departments, may be granted leave to respond to calls. Leave may also be granted to Red Cross, Civil Defense or First Responder volunteers in the event of a natural disaster or other catastrophe.

K. **Elder Care Leave**. Leave may be granted to any employee, upon request, to care for or to arrange for care for parents of the employee or the employee's spouse.

L. **Leave to Vote in Tribal Elections**. An employee who is eligible to vote in a tribal election shall be entitled to the time needed to vote, not to exceed one (1) day, provided that mail ballots are not being used and the election is not being conducted on the employee's regularly scheduled day off.

The day off shall be taken without pay unless the employee elects to use accumulated vacation leave, a floating holiday or accumulated compensatory time, or by mutual consent, is able to make up the time. Alternately, the Appointing Authority and employee may mutually agree to have the employee make up the time.

The employee shall notify the Appointing Authority at least twenty-one (21) calendar days prior to the leave.

Section 5. Statutory Leaves. A list of statutory leaves is contained in Appendix H to this Agreement. Statutory leaves are subject to change or repeal and are not grievable or arbitrable under the provisions of Article 17 of this Agreement.

Section 6. Reinstatement after Leave. An employee on an approved leave of absence is required to contact the Appointing Authority if an extension is being requested. Failure to contact the Appointing Authority about an extension prior to the end of the approved leave shall be deemed to be a voluntary resignation, and the employee shall be severed from State service. The Local Union and the Appointing Authority may agree to waive the five (5) month reassignment restriction in order to temporarily fill the position of an employee on unpaid Military Leave until s/he returns from active duty. Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in his/her former position or another position in his/her former class/class option in his/her seniority unit, or a position of comparable duties and pay within his/her seniority unit. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the Appointing Authority. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. (See also Article 12, Section 7A, regarding return from a leave of absence to a vacancy.)

ARTICLE 11 - JOB SAFETY

Section 1. General. It shall be the policy of the Appointing Authority to provide for the health and safety of its employees by providing safe working conditions, safe work areas, and safe work methods. In the application of this policy, the prevention of accidents, the creation and maintenance of clean, sanitary, and healthful restrooms and eating facilities shall be the continuing commitment of the Appointing Authority. The employees shall have the responsibility to use all provided safety equipment and procedures in their daily work and failure to use this equipment and procedures may result in disciplinary action. Employees shall cooperate in all safety and accident prevention programs.

Section 2. Local Safety Committee. Unit 25 shall have a minimum of two (2) representatives appointed by the Union on the State Patrol Safety Committee. One representative shall be from Metrocom and the other from greater Minnesota. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The chair of the Committee shall be appointed by the Appointing Authority. The Appointing Authority may consider having co-chairs, one management and one labor. The Safety Committee shall meet at least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Local Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, to review building security issues, and to review and recommend safety policies to the Appointing Authority. Normally, the Committee shall acknowledge in writing receipt of reports of alleged hazardous working conditions within thirty (30) calendar days of their submission. A copy of the Committee's recommendations, if any, to the Appointing Authority regarding the disposition of such reports shall also be provided to the individual who filed the report with the Committee. In addition, the Safety Committee will provide the filing party with a copy of the Appointing Authority's response and/or proposed actions, if any. At the request of the Local Union or Safety Committee, hazard assessments will be made available for review.

A Local Union Officer or Safety Committee member shall be entitled to participate in any work site safety inspections conducted by the Safety Committee or by State or Federal OSHA Inspectors without loss of pay. Notice of such inspections or safety related inspections by other public officials shall be promptly given to the Local Union President and to the Chairperson of the Safety Committee along with the written reports of results, if any.

To the extent practicable, State owned or leased worksites shall be inspected at least once per year. Such inspections for worksites in locations where there is no Local Safety Committee may be accomplished by a representative of the Appointing Authority and a representative of the Local Union stationed at that worksite.

Section 3. Employee Safety.

A. All incidents of workplace violence, unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor, or in his/her absence, the next higher level of supervision. Should the unsafe condition not be corrected within a reasonable time, the equipment or job practice shall be brought to the attention of the Safety Committee. Additionally, employees shall report any exposure to known or suspected carcinogens in writing on a separate form. A copy of the form shall be sent to the Local Safety Committee. Employees have the right to file complaints with the State Department of Labor and Industry OSHA Division. Alleged violations of OSHA standards are not subject to the grievance procedure.

B. Any protective equipment or clothing, e.g., safety glasses or other types of eye protection (including prescription lenses and frames when required), safety helmets, safety vests, welding gloves and aprons, safety shoes, ear protection, protective gloves, etc., shall be provided and maintained by the Appointing Authority whenever such equipment is required as a condition of employment either by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration. The employee shall have the responsibility to use all such provided protective equipment.

C. All employees who are injured or who are involved in an accident during the course of their employment shall file a first report of injury and/or an accident report, on forms furnished by the Appointing Authority, no matter how slight the incident. A summary of the first report of injury and/or accident report shall be furnished to the Safety Committee. All such injuries shall be reported to the employee's immediate supervisor and any necessary medical attention, including transportation if required, shall be arranged. The Appointing Authority shall provide assistance to employees in filling out all necessary Workers' Compensation forms, when requested.

D. Any medical examination required by the Appointing Authority shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report. Upon request, the employee shall receive a copy of the medical report.

E. During every four (4) hour period in which an employee spends all his/her time on a VDT/CRT, the employee will be given a five (5) minute alternative work assignment or if this is not practicable, a five (5) minute rest period scheduled to interrupt continuous operation of the machine. This five (5) minute rest period is in addition to the formal rest period provided in Article 5, is not cumulative, and cannot be used at the beginning or end of a shift, formal rest breaks, or a lunch period.

F. Any pregnant employee assigned to operate a VDT/CRT may request reassignment to alternate work within her seniority unit. The Appointing Authority will attempt to accommodate such a request. Such reassignment shall not be subject to the provisions of Article 12, Section 4. In the event that such reassignment is not practicable, the employee shall have the right to request an unpaid leave of absence, pursuant to Article 10, Section 4F.

G. Right to Refuse Work. Consistent with M.S. 182.654, Subd. 11, employees have the right to refuse work in certain circumstances as specified in the statute.

H. Upon request of the Union or Local Union, the Appointing Authority shall conduct an annual health survey for the purpose of identifying the incidence of known occupational hazards for those employees who by nature of their jobs face serious health dangers through continued exposure to radiation, and toxic or hazardous chemicals.

Section 4. Right to Know Training. The Employer and Appointing Authorities agree to work with the Union and Local Unions to provide required Right to Know training to all employees. Training will be given to employees who are routinely exposed to hazardous substances, harmful physical agents, and infectious agents.

Section 5. Building Safety. Upon the occurrence of any condition threatening a building or the area around it, immediate action shall be taken by the Appointing Authority to safeguard personnel, documents, and funds. A building emergency plan shall be developed by the Appointing Authority. The plan for building emergencies shall specify areas to be used for safety from the elements. It shall also specify actions to be taken by all occupants in emergency situations including building evacuation, search for unidentified objects, and occupation of shelter areas. No employee shall be required to participate in any search for an explosive or incendiary device against his/her wish, nor suffer any loss of pay because of any building evacuation in an emergency situation. The plan will also address the Appointing Authority's responsibility for employee training requirements and the need and frequency of practice evacuations.

Section 6. Policy on VDT Ergonomics. The VDT Ergonomics Policy is contained in Appendix G. This policy is not subject to the grievance and arbitration provisions contained in Article 17 of this Agreement.

ARTICLE 12 - VACANCIES, FILLING OF POSITIONS

Section 1. Vacancies.

A. **Defined**. A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location thirty-five (35) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position and the Appointing Authority determines that such vacancy is to be filled.

B. **Exceptions**.

1. A vacancy is not created when State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act.

2. When an Appointing Authority becomes responsible for a function administered by another governmental agency, a quasi-public or private enterprise, employees being absorbed into the bargaining unit shall be placed in comparable positions without creating vacancies.

Section 2. Employment Condition. "Employment condition" means any limitation on continuous employment caused by the number of hours of work assigned to an employee, and his/her appointment status. Hours of work may be full time, part time, or intermittent. Appointment status may be unlimited, temporary, emergency, or seasonal.

A. **Hours of Work**.

1. **Full-time employee**. "Full-time employee" means an employee who is normally scheduled to work 80 hours in a biweekly payroll period.

2. **Part-time employee**. "Part-time employee" means an employee who is normally scheduled to work fewer than 80 hours in a biweekly payroll period.

3. **Intermittent employee**. "Intermittent employee" means an employee who works an irregular and uncertain schedule which alternately begins, ceases, and begins again as the needs of the agency require.

B. **Appointment Status**.

1. **Unlimited employee**. "Unlimited employee" means an employee who is appointed with no definite ending date.

2. **Temporary employee**. "Temporary employee" means an employee who is appointed with a definite ending date. A temporary employee's term of employment may not exceed a total of 12 months in any 24-month period in any one agency.

3. **Emergency employee**. "Emergency employee" means an employee who is appointed for no more than 45 aggregate working days in any 12-month period for any single Appointing Authority.

Section 3. Work Areas. The Appointing Authority may define and/or redefine work areas provided that such work areas are based upon reasonable staffing and/or operational needs of the Appointing Authority and do not unreasonably diminish the bidding rights of employees. Upon request, the Appointing Authority will provide to the Local Union a list of current work areas.

Section 4. Reassignment.

A. **Within a Work Area**. The Appointing Authority shall have the right to assign and reassign duties among employees in a class within a work area. This includes the right to reassign employees to an unfilled position in the same class and same employment condition and shift and work area provided such reassignment is within thirty-five (35) miles. Any reassignment under this subdivision is not a vacancy as defined in Section 1 of this Article.

B. **Between Work Areas or Shifts**. If no vacancy has been created (or if a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee) and it is necessary to reassign an employee within thirty-five (35) miles, the Appointing Authority shall request volunteers from among employees in the same class (or option) and same employment condition and work area/or shift from which the reassignment is to be made. If one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and same employment condition and work area/or shift from which the reassignment is to be made shall be reassigned. In addition, and upon request, the Appointing Authority shall provide to the Local Union President the name of any employee reassigned pursuant to Section 4B.

C. **Temporary Reassignment**. Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less. With mutual agreement between the Local and the Appointing Authority, such reassignment may extend up to twelve (12) months. At the end of the reassignment, the reassigned employee shall return to his/her former position, unless the position has been abolished, in which case the employee shall return to his/her former work area and shift.

Section 5. Job Posting. Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of seven (7) calendar days, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists are stationed, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union. Postings shall also be made electronically in all areas that employees have email access. When the seven (7) calendar day posting requirement would be met on a Saturday, Sunday or holiday, the expiration date of the posting shall be the day following the weekend or holiday. The posting description shall be dated and shall contain the name of the class, a general description of the duties, the qualifications for the position, the work area of the position, the shift, if applicable, the normal hours of work, and the initial days off. A copy of the posting shall be furnished to the Local Union President.

A posted vacancy may be canceled during the posting period but may only be canceled after the posting period for lack of funds. Upon request, the Appointing Authority shall furnish the Local Union with documentation of the lack of funds. Any vacancy for which eligible bids have been received and which has not been canceled shall be filled in accord with contract procedures within four (4) calendar weeks of the posting date.

Section 6. Eligibility for Bidding. Permanent non-probationary classified employees in a different employment condition or different shift from the posted vacancy or in a work area different from the posted vacancy shall be eligible to bid for any vacancy within their class (or class option or another class option within that class for which they are qualified as determined by the Appointing Authority) and seniority unit. However, for the purposes of bidding, an unlimited part-time employee who is not eligible for the full Employer insurance contribution (less than 75%) may bid to an unlimited part-time vacancy with full Employer insurance contribution (75% or above) and an unlimited part-time employee in a less than 50% position may bid on a 50% or greater unlimited part-time vacancy, including within a period of six (6) months following the date upon which an employee exercised a successful bid.

Any employee who has successfully filled a vacancy via a bid other than a seasonal work crew vacancy shall not be entitled to bid on another vacancy for a period of six (6) months following the date upon which the employee exercised the bid. However, a permanent non-probationary classified employee who is part-time unlimited, part-time seasonal or full-time seasonal may bid on a full-time unlimited vacancy at any time.

Eligible employees may bid on filling of a posted vacancy by submitting a written or electronic application to the Appointing Authority which must be received on or before the expiration date of the posting to receive consideration.

An employee who is away from his/her work location on assignment or approved vacation in excess of seven (7) calendar days, may submit an advance bid for individual vacancies posted during his/her absence. The advance bid shall indicate the division, section, classification/class option, employment condition and location of the position. Such advance bid shall be valid for the period of the absence or four (4) weeks, whichever is less. The employee shall be responsible for submitting the advance bid to the supervisor who is responsible for the posting.

Employees on seasonal layoff or permanent layoff shall be eligible to bid for any vacancy in the classification and seniority unit from which the employee was laid off. The employee is responsible to be aware of vacancies. The Appointing Authority shall not consider such a bid if acceptance would create a layoff or bumping situation or would prevent the recall of a more senior employee who was permanently laid off from the same class, employment condition and principal place of employment/location.

Section 7. Filling Positions. Vacant positions shall be filled as follows:

A. **Bidding**. Selection of employees to fill a posted vacancy shall be made from among eligible bidders in order of Classification Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other bidders.

   Vacancies shall be filled by the posting and bidding process until there is no bid or until a maximum of three (3) such vacancies have been filled, whichever comes first. However, when a vacancy can be filled by an employee who has received notice of permanent layoff, only one (1) vacancy shall be filled by the posting and bidding process.

   All bidders for a vacancy shall be notified, orally or in writing, of the acceptance or rejection of their bid in a timely manner.

   When an employee returns from an approved leave of absence and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more Classification Seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder. (See also Article 10, Section 6, regarding return from a leave of absence.)

   Notwithstanding the above, the Appointing Authority shall not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation nor accept a bid from an employee in a different employment condition if acceptance of the bid would prevent the recall of an employee from the Seniority Unit Layoff List laid off from the same class, employment condition and location.

B. **Seniority Unit Layoff List**. Selection shall next be made from the Seniority Unit Layoff List unless the vacancy is being filled by an employee with more classification seniority who has received notice of permanent layoff.

   1. **Same Employment Condition**. Selection shall next be made from employees on the Seniority Unit Layoff List in order of Classification Seniority if such a list exists pursuant to Article 15, Section 3H. No new appointments shall be made in a class if a Seniority Unit Layoff List exists until all employees on such list have been offered the opportunity to accept the position.

2. **Different Employment Condition**. Selection shall next be made from employees on the Seniority Unit Layoff List in order of Classification Seniority for the class in which the vacancy exists who were laid off from an employment condition other than that of the vacancy to be filled. Selection shall be limited to the geographic area (within thirty-five (35) miles) of the position from which the employee was laid off.

C. **Claiming**. Prior to accepting a claim, the agency has the option of filling the vacancy with a seniority unit employee who has received notice of permanent layoff and has more state seniority than any claimer. If this option is not chosen, see Article 15, Section 3D3(g) regarding employee requests to claim positions in other seniority units to avoid layoff or bumping. However, if the agency must choose among claimers, seniority shall not be a consideration.

D. **Class Layoff List**. If the vacancy is not filled through the claiming process or with a seniority unit employee who has received notice of permanent layoff, selection shall next be made from among employees on the Class Layoff List. Selection from employees on this list shall not be unreasonably denied.

E. **Other**. If the vacancy remains unfilled, the Appointing Authority shall have the option of filling the vacancy by the use of any of the following methods:

1. **Routine Service**. If a promotion is to be made to a routine service position, selection shall be made from among employees within the same seniority unit in which the vacancy exists who have expressed interest in the Routine Service position in the order of State Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants certified from the list or referred for Routine Service appointment; or,

2. **Voluntary Demotion**.

3. **Voluntary Transfer**.

4. **Reinstatement**.

5. **Multi-Source Recruitment and Selection System**. If a promotion is to be made using the State's multi-source recruitment and selection system, selection shall be made from among employees within the same seniority unit in which the vacancy exists, whose names are in the applicant pool in the order of State Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants in the applicant pool.

6. **Workers' Compensation Referrals**. Employees who have an active workers' compensation claim and have qualified for transfer or demotion will be referred along with qualified applicants from the agency. The Appointing Authority may appoint any of the applicants referred. If there are no qualified applicants from the agency, only the names of employees who have an active workers' compensation claim and have qualified for transfer or demotion will be referred. The Appointing Authority may fill the vacancy by other means only after demonstrating to the Commissioner of Minnesota Management & Budget that none of the workers' compensation referrals are available, able or qualified to perform the duties of the vacancy.

7. **Other**. The Appointing Authority may also use any other appointment procedure pursuant to statute.

Upon request, the Appointing Authority shall provide to the Local Union President the name of the applicant selected, the method used to select the applicant and any lists of applicants in the applicant pool used in the selection process.

When new classes (or class options) are established in the State service and in the seniority unit, employees within that seniority unit shall be afforded the opportunity to compete for appointment to vacancies in the new class through the selection process.

During the application of the posting, bidding and job filling process, the Appointing Authority may temporarily assign employees or make temporary appointments to vacancies to fulfill operational needs.

Section 8. Effects of Changes in Position Allocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of the position, such positions shall be considered vacant under the provisions of this Article and filled in accord with Sections 5, 6 and 7.

Section 9. Effects of Reallocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position, such situation shall be deemed a reallocation.

A reallocated position shall not be considered a vacancy under the provisions of this Article if the action leading to the change in the allocation of the position did not clearly result from the assignment of the incumbent to work out of class in a manner so as to by-pass the selection process, assignment of the incumbent to a vacancy in a new position which had not been allocated to a class, or other action taken without regard to the appropriate selection process.

When the reallocated position is not a vacancy, the incumbent employee shall be appointed to the reallocated position provided the employee has performed satisfactorily in the position and possesses any licensure, certification, or registration which may be required.

When the reallocated position is a vacancy or when the incumbent employee has not performed satisfactorily in the position or does not possess the required licensure, certification, or registration, the position shall be filled as provided in Sections 5, 6, and 7 of this Article.

When the incumbent is ineligible to be appointed to the reallocated position as provided above, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority. If the employee cannot be reassigned, transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

Employees may submit requests for job audits directly to Minnesota Management & Budget or to an agency human resource office with delegated authority. An employee who has had a formal audit request submitted on his/her position shall be notified in writing of its receipt by the appropriate agency Human Resources Office.

Except for reallocations resulting from a study of an agency or division thereof initiated by Minnesota Management & Budget or an Appointing Authority, if the incumbent of a position which is reallocated upward receives a probationary appointment to a reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after the receipt in Minnesota Management & Budget or an agency human resource office with delegated authority of a reallocation request determined by Minnesota Management & Budget or the delegated agency to be properly documented, and it shall continue from that date until the effective date of the probationary appointment.

The decision of the Commissioner of Minnesota Management & Budget or an agency with delegated authority on the reallocation of any position shall not be subject to the grievance and arbitration provision of this Agreement.

An employee who is demoted as a result of a reallocation shall have his/her name placed on the Seniority Unit and Class Layoff Lists for the class from which he/she was reallocated.

The Employer shall provide the Union with information about reallocations of bargaining unit employees.

Section 10. Probationary Period.

A. **Required Probationary Period.** Except as provided below, all unlimited appointments to positions in the classified service shall be for probationary period specified in Section 10C.

No probationary period shall be required for a recall from a Seniority Unit Layoff List, or for a recall from a Seniority Unit Layoff List within two (2) years of the date of layoff, or a transfer in the same class under the same Appointing Authority, or a transfer or demotion to a previously held class under the same Appointing Authority, or for those employees identified in Section 10B below where no prior written notice of the probationary period requirement was given to the employee.

B. **Discretionary Probationary Period.** An Appointing Authority may, with prior written notice to the employee, require a probationary period as specified in Section 10C for transfers and demotions to a new Appointing Authority or to classes in which the employee has not previously served, reemployment, reinstatement, recall from a Class (Class Option) Layoff List, or (for any employee laid off after October 23, 1995) recall from a Seniority Unit Layoff List more than two (2) years after the date of layoff.

C. **Length of Probationary Period.**

1. **50% or Greater Time Employees.** All probationary periods for all employees who work 50% or more time shall be six (6) months. Any absence in excess of a total of ten (10) consecutive working days shall be added to the duration of the probationary period.

2. **Intermittents and Less Than 50% Time Employees.** All probationary periods shall be one thousand forty-four (1,044) working hours or a maximum of one (1) year. Working hours shall include hours actually worked. The probationary period under this Section shall be no less than six (6) months. Working hours shall also include paid holidays, compensatory time off taken, and paid leave taken in increments of less than the employee's normal work day.

3. **Reallocated Positions.** Notwithstanding 1 and 2 above, an incumbent appointed to a reallocated position shall serve a probationary period of three (3) months.

4. **Employees placed on layoff** prior to the completion of their probationary period shall be required to complete the probationary period upon return from the layoff or seasonal layoff.

5. **Time served on a temporary or a provisional appointment** (up to a maximum of one-half (1/2) of the probationary period) shall be credited toward the completion of the probationary period in the same position, class and seniority unit provided there is no break in service of more than one (1) payroll period, or provided the only break in service is an emergency appointment.

6. **Employees promoted or transferred prior to the completion of their probationary period.** If the employee does not successfully complete probation in the higher class, the employee shall return to the former class and resume the probationary period at the point it was interrupted.

For probationary periods that begin on or after the effective date of this Agreement, employees who promote or transfer prior to the completion of their probationary period and are required to serve a new probationary period, shall complete their probationary period in the previous class on the same date that they successfully complete their probationary period in the new class and/or agency. If the employee does not successfully complete probation in the new class and/or agency, the employee shall return to the former class and/or agency and resume the probationary period at the point it was interrupted.

7. **Employees demoted during or at the end of a probationary period** shall have the time in the higher class count toward the probationary period in the class to which such employees are demoted, except as provided in 6 above.

8. **Extension of probationary period**. At the request of the Appointing Authority, the initial six (6) months probationary period of a new employee may be extended for a period not to exceed four (4) months upon the mutual agreement of the Union and the Appointing Authority. The employee shall have the right to Union representation at a meeting with the supervisor to discuss the expectations of the extended probationary period. If the employee declines Union representation, a waiver must be signed.

D. **Probationary Evaluation**. During the probationary period, the Appointing Authority shall conduct a minimum of one (1) performance counseling review of the employee's work performance at the approximate mid-point of the probationary period and furnish the employee with a written copy of the evaluation. Whenever practicable, intermittent employees shall have an initial performance review ninety (90) working days into their appointment. Employees shall be informed of areas of needed improvement.

E. **Trial Period**. Employees who have been appointed to a new class or transferred and required to serve a probationary period shall have a trial period of fifteen (15) calendar days for the purpose of evaluation. During this trial period, the employee may elect to return to the former position. An employee who returns to a former class under this section shall accrue seniority as if continually employed in the former class.

F. **Non-certification**. An Appointing Authority who does not certify a probationary employee shall notify the employee in writing with a copy to the Local Union of the reasons for the non-certification. The Union shall have the right to challenge such reasons through the third step of the grievance procedure. However, for any grievance other than non-certification, employees with permanent status in another class and serving a subsequent probationary period shall not be denied use of Article 17 through the arbitration process.

The employee who is non-certified shall be returned to his/her former class within the seniority unit from where the employee came, and if a vacancy exists, to the same geographic area. An employee who returns to a former class under this section shall accrue seniority as if continually employed in the former class. If there is no vacancy in the employee's former class and seniority unit, the layoff provisions of this Agreement shall apply. An employee who is non-certified following recall from a Seniority Unit Layoff List shall be returned to the layoff list for the time remaining.

Section 11. Performance Evaluations. See Article 18, Section 10, Performance Evaluations.

ARTICLE 13 - PROMOTIONAL RATINGS

Promotional ratings required by the Appointing Authority in conjunction with a position's selection assessment shall be prepared for each employee who is an applicant for that position in an objective manner. No employee will be rated by a supervisor who is an applicant for the same position. Prior to being processed by the Appointing Authority the employee's final rating shall be discussed with the employee by the supervisor who signs the rating form and a signed copy of the rating shall be furnished to the employee.

ARTICLE 14 - TRANSFERS BETWEEN AGENCIES

Employees may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which they wish to transfer with a copy to the Personnel Office of the Appointing Authority by which they are currently employed.

If the receiving Appointing Authority does not require a new probationary period, the sending Appointing Authority shall agree to the transfer.

ARTICLE 15 - LAYOFF AND RECALL

Section 1. Layoff. An Appointing Authority may lay off an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the service of the employee.

Any reduction in hours of a less than full-time employee, except for intermittents, which would place the employee outside the bargaining unit shall constitute a layoff and shall be implemented in accord with the provisions of this Article.

Section 2. Labor-Management Cooperation. When an Appointing Authority initiates a planning process or management study which is anticipated to result in layoff, the Appointing Authority will meet and confer with the Local Union during the decision planning phase and again during the implementation planning phase. The Appointing Authority and the Local Union shall enter into negotiations regarding a Memoranda of Understanding upon request of either party to modify this Agreement regarding the implementation plans which shall include, but are not limited to, the following:

- Length of layoff notice;
- Job and retraining opportunities;
- Alternative placement methods;
- Early retirement options pursuant to M.S. 43A.24, Subd. 2(i);
- Bumping/vacancy options for part-time employees to preserve their insurance eligibility or contribution; and
- Other methods of mitigating layoff or their effect on employees.

Section 3. Permanent Layoff.

A. **Determination of Position(s)**. The Appointing Authority shall determine the position(s) in the class or class option, if one exists, and employment condition and work location which is to be eliminated.

B. **Advance Notice**. In the event a permanent layoff in the classified service of seniority unit employees becomes necessary, the Appointing Authority shall notify the Union and the Local Union President of the number of positions and the employment condition(s) to be eliminated at least thirty (30) calendar days whenever practicable, but at least twenty-one (21) calendar days prior to the effective date of the anticipated layoff. At least twenty-one (21) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) therefor and the estimated length of the layoff period, to all affected employee(s) and to the Local Union President. The Appointing Authority may establish a date, no more than seven (7) calendar days prior to the effective date of the layoff, by which employees must choose the layoff option they will exercise. This date shall be indicated in the written notice of the layoff.

   The written notice of a permanent layoff shall include a list of existing and anticipated vacant positions that an employee may accept in accord with Section 3D of this Article, a statement explaining the procedure to contact Minnesota Management & Budget to apply for vacant positions, and notice of the need to indicate interest in temporary work. The written notice of a permanent layoff shall also include a general reference to the employee's claiming rights. The Appointing Authority shall provide the employee with information needed to apply for unemployment insurance and forms for continuing insurance coverage and forms to indicate availability for class and seniority unit recall.

C. **Layoff Notification**. The Appointing Authority shall send a layoff notice to the employee in the position to be eliminated. The layoff notice shall be provided to the employee in person whenever practicable and shall otherwise be sent by priority mail. At the Appointing Authority's discretion, an employee under notice of permanent layoff may be granted up to one hundred and sixty (160) hours of paid leave, ending at the date of layoff. Hours of leave may be granted at any time throughout the layoff notice period and shall not be subject to the Application and Reinstatement provisions of Article 10.

   Upon request, an Appointing Authority shall provide an employee on notice of layoff assistance in searching for State employment.

   Provisional, temporary and emergency employees shall be terminated before any layoff of probationary or permanent employees in the same class, employment condition and geographic location/principal place of employment.

   Provisional employees shall be separated in inverse order of the date of their provisional appointment.

D. **Procedure**. The following provisions are all subject to the conditions for bumping or accepting vacancies which are contained in Section 3E. In all cases, the employee exercising an option is restricted to those positions within the same seniority unit (except in Option 3g, claiming). Employees may only bump within the same employment condition (except in Options 3f and h). Employees may be offered vacancies within their seniority unit in a different employment condition. However, the employee's refusal to accept a vacancy in a different employment condition shall not result in the forfeiture of other layoff options.

1. The employee in the position to be eliminated shall either:

   a. Bump the least senior employee in the same class and the same shift within his/her work area within thirty-five (35) miles of the employee's current work location. This bumped employee shall bump the least senior employee in the work area within thirty-five (35) miles of the employee's current work location regardless of shift; or

   b. Accept a vacancy in the same class within thirty-five (35) miles of the employee's current work location; or

   c. Accept a vacancy within thirty-five (35) miles of the employee's current work location in an equal class in which the employee previously served (employee must be position-qualified if Unit 6).

2. If options "1b" and "1c" above are not available, and the employee chooses not to accept option "1a", or option "1a" is not available, the employee shall either:

   a. Bump the least senior employee in the same class within thirty-five (35) miles of the employee's current work location; or,

   b. Accept a vacancy in an equal class in which the employee has not previously served and for which the employee is determined by the Employer to be qualified and within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

3. If neither "2a" nor "2b" above is available or if only "2a" above is available, the employee may choose any of the following options:

   a. **Layoff**.

   b. **Vacancy Within Thirty-Five (35) Miles**. Accept a vacancy in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

   c. **Vacancy Outside Thirty-Five (35) Miles**.

      (1) **Same/Equal Class**. Accept a vacancy in the same class, or in an equal class in which the employee has previously served or for which the employee is determined to be qualified by the Employer more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

      (2) **Lower Class**. Accept a vacancy in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

   d. **Bump Within Thirty-Five (35) Miles**.

      (1) **Equal Class**. Bump the least senior employee in an equal class (or class option) in which the employee previously served (or another class option within the class for which the employee is determined to be qualified by the Employer) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

(2) **Lower Class**. Bump the least senior employee in a lower class (or class option) in which the employee previously served (or another class option within the class for which the employee is determined to be qualified by the Employer) within thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

e. **Bump Outside Thirty-Five (35) Miles**.

(1) **Same/Equal Class**. Bump the least senior employee in the same class or the least senior employee in an equal class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6);

(2) **Lower Class**. Bump the least senior employee in a lower class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) more than thirty-five (35) miles of the employee's current work location (employee must be position-qualified if Unit 6).

f. **Bump Temporary Appointment**. Bump any employee on a temporary appointment in the same class who has more than thirty (30) calendar days remaining on such appointment and is within thirty-five (35) miles of the employee's current work location. The temporary employee bumped shall be separated.

g. **Claiming**. An employee may request to transfer or demote to a non-temporary classified vacancy in another seniority unit in the same, transferable, or lower class (or class option) in which the employee previously served or for which the employee is determined to be qualified by the Employer, and the receiving Appointing Authority shall not unreasonably deny the request (for Unit 6, the employee must be position-qualified). Employees may not request a transfer or demotion to another Appointing Authority if such a vacancy is available to the employee at a pay level equal to the requested vacancy within thirty-five (35) miles of the employee's current work location which the current Appointing Authority determines to fill or if the employee has previously requested and has been offered a vacancy under this provision in the same or an equal class in the same employment condition within thirty-five (35) miles of the current position.

Eligibility for claiming under this provision begins on the date of the written layoff notice and continues until the actual date of layoff or forty-five (45) days, whichever is greater. If the claiming period extends beyond the date of layoff, no severance or vacation liquidation will be paid until the end of the claiming period. The employee's name will be placed on the Seniority Unit Layoff List but will not be placed on the Class (or Class Option) Layoff List until the end of the claiming period. If the claiming period extends beyond the layoff date, employees may waive their post-layoff claiming rights and the Appointing Authority shall authorize payment of any severance and vacation liquidation and employees will be eligible for placement on appropriate layoff lists.

If the employee successfully claims but cannot be appointed until after the scheduled layoff date, the current Appointing Authority shall place the employee on unpaid leave or, upon mutual agreement, vacation leave until the new appointment begins. Vacation leave usage is not subject to Section 3 of Article 8.

For employees who transfer or demote to another seniority unit under this provision and who do not successfully complete the probationary period, the following shall apply:

(1) If the layoff notice period has expired, the employee shall be placed on layoff from his/her original seniority unit, class, employment condition, and location. Such employees are not subject to 3A - 3G of this Article but shall become eligible to be placed on layoff lists in accord with 3H on the effective date of the non-certification.

(2) If the layoff notice period has not expired, the employee shall be returned to his/her original seniority unit, class, employment condition, and location for the remainder of the notice period. Such employees shall not claim additional positions.

h. **Bump in Different Employment Condition Within Thirty-five (35) Miles**. An unlimited full-time or unlimited part-time employee may exercise this option only if 1a and 2a above are not available. An unlimited full-time employee may bump the least senior employee in the unlimited part-time employment condition and an unlimited part-time employee may bump the least senior employee in the unlimited full-time employment condition in the same class within thirty-five (35) miles of the employee's current work location.

E. **Conditions for Bumping or Accepting Vacancies**. The following shall govern bumping and accepting vacancies pursuant to Section 3A-D:

1. In all cases of bumping, the employee exercising bumping rights must have greater Classification Seniority (when bumping into a position in Unit 2, 3, 7, or 25) or State Seniority (when bumping into a position in Unit 4 or 6) in the class into which the employee is bumping than the employee who is to be bumped.

2. An employee who does not have sufficient Classification Seniority (State Seniority for Units 4 and 6) to bump into a previously held class shall not forfeit the right to exercise Classification Seniority (State Seniority for Units 4 and 6) to bump into the next previously held class in the same seniority unit.

3. Any employee who has the option to fill a vacancy in the same class or in a class in which the employee previously served must possess more Classification Seniority (State Seniority for Units 4 and 6) than bidders, if any, to fill the vacancy.

4. Any employee who has the option to fill a vacancy in a class in which the employee has not previously served shall fill the vacancy only if there are no bidders.

5. When a vacancy exists in a class into which the employee has a right to bump and which is in the employee's current employment condition, the employee must accept the vacancy prior to exercising the option to bump except Option D1a.

6. If more than one employee (must be position-qualified if Unit 6) opts to fill a vacancy or bump another employee, the employee with the greater Seniority (Classification Seniority or State Seniority whichever is applicable) shall have priority in exercising that option.

7. When two (2) or more employees in the same class (or class option) and employment condition are being simultaneously laid off, the Union and the Appointing Authority may mutually agree to selection of layoff options among the affected employees.

8. Employees who were reclassified from Janitor, Senior to General Maintenance Worker Lead on July 1, 1986 may bump to General Maintenance Worker.

9. Any non-temporary employee bumped pursuant to this Section shall be laid off in accord with Section 3A - D of this Article.

The Appointing Authority need not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation nor a bid from an employee in a different employment condition if acceptance of the bid would prevent the recall of an employee from the Seniority Unit Layoff List laid off from the same class, employment condition, and location.

F. **Rights of Employees Returning to the Bargaining Unit**. Employees who have accepted positions in a bargaining unit not represented by the Union or positions excluded from any bargaining unit shall have bumping rights into a position in a bargaining unit represented by the Union in a class in which the employee previously served and for which the employee is determined to be qualified by the Employer only under the following conditions:

1. The employee may bump only into a position under the same Appointing Authority. For purposes of this Section only, Appointing Authority in the Department of Transportation is the same as seniority unit.

2. The employee shall have exhausted all bumping rights within his/her own bargaining unit or, if not in a bargaining unit, within the applicable framework.

3. The employee shall fill a vacancy in a class in which he/she has previously served or for which he/she is determined to be qualified by the Employer and for which there are no bidders prior to bumping any employee in a bargaining unit represented by the Union. Employees in bargaining units represented by the Union shall be able to fill a vacancy prior to the vacancy being filled by an employee from a bargaining unit not represented by the Union.

All bumps under this part are subject to the general conditions provided for in this Article.

G. **Layoff Lists**.

1. **Seniority Unit Layoff List**. The names of employees who have been laid off or have accepted a demotion or another employment condition in lieu of layoff, or been demoted as a result of a reallocation, shall be automatically placed on a Seniority Unit Layoff List for the seniority unit, class (or class option), geographic location and employment condition from which they were demoted, laid off or reallocated downward, in the order of their Classification Seniority.

   Employees may also indicate on a written or electronic document provided by the Appointing Authority, other employment conditions and geographic locations for which they are available. Employees who were not able to bump, transfer, or demote to a previously held class(es) in lieu of layoff shall be placed on the Seniority Unit Layoff List for the previously held bargaining unit class(es) for which they have indicated availability. Employees shall indicate on a written or electronic document provided by the Appointing Authority, the class(es), geographic location(s) and employment condition(s) for which they are available. Employees may change their availability by notifying Minnesota Management & Budget in writing. Names shall be retained on the Seniority Unit Layoff List for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of four (4) years.

2. **Class (or Class Option) Layoff List**. If employees provide the required information, the names of such employees shall also be placed on a Class (or Class Option) Layoff List for the class (or class option) from which they were demoted in lieu of layoff, laid off, or reallocated downward in order of their Classification Seniority (State Seniority for Units 4 and 6). Employees who were not able to bump, transfer, or demote to previously held class(es) in lieu of layoff shall also be placed on the Class (or Class Option) Layoff List for the previously held bargaining unit class(es) for which they have indicated availability. Names shall be retained on the Class (or Class Option) Layoff List for a minimum of one (1) year or for a period of time equal to the employee's Classification Seniority (State Seniority for Units 4 and 6), to a maximum of three (3) years.

In order to be placed on the Class (or Class Option) Layoff List, the employee shall indicate, in writing on a document provided by the Appointing Authority, the geographic location(s) and the employment condition(s) for which he/she would accept employment. The employee may change his/her availability by notifying Minnesota Management & Budget.

H. **Seniority Unit Vacancies**. For a period of ninety (90) calendar days after an employee has been permanently laid off from State service, the employee may apply for vacant positions in an equal or lower classification in their former seniority unit and if they qualify for the position, the employee's name shall be considered on the basis of State Seniority in the manner provided in Article 12, Section 7E5.

I. **Recall**. Employees shall be recalled from layoff in the order in which their names appear on the Seniority Unit Layoff List as provided in Section 3H of this Article (employee must be position-qualified if Unit 6).

An employee on either the Seniority Unit or Class Layoff List shall be notified of recall by written personal notice (receipted) or certified mail (return receipt required) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. The employee shall notify the Appointing Authority by certified mail (return receipt required) within five (5) calendar days of receipt of notification, of intent to return to work and shall report for work on the reporting date unless other arrangements are made. It shall be the employee's responsibility to keep the Appointing Authority informed of the employee's current address.

The Appointing Authority may temporarily assign employee(s) to any vacancies or openings to fulfill operating requirements during the period while the recall process is taking place.

J. **Removal From Layoff Lists**. Employees shall be removed from all layoff lists for any of the following reasons:

1. Recall to a permanent position from either layoff list except that an employee recalled to a permanent position in a different seniority unit or a different employment condition shall remain on the Seniority Unit Layoff List for his/her former location and employment condition only. If an employee is recalled to a previously held bargaining unit class, then he/she shall remain on the Seniority Unit and Class Layoff lists for former class(es) in a higher salary range than the class to which the employee was recalled. An employee who is recalled to a different seniority unit and who does not successfully complete the probationary period, shall be restored to the Seniority Unit Layoff List for the remainder of the time period originally provided in Section 3H.

2. Failure to accept recall to a position which meets the availabilities specified by the employee except that employees who fail to accept recall from the Class (or Class Option) Layoff List shall be removed only from that list. An employee who fails to accept recall to an employment condition for which the employee indicated availability shall remain on the Seniority Unit Layoff List for his/her former employment condition only. An employee who fails to accept recall to a previously held bargaining unit class from the Class Layoff list for which the employee indicated availability shall remain on the Seniority Unit Layoff list for that class, and the Seniority Unit and Class Layoff lists for all classes in a higher salary range.

3. Appointment to a permanent position in a class which is equal to or higher than the one for which the employee is on layoff list(s). If the employee is non-certified in this position, the employee's name will be placed back on the layoff list(s) for the time remaining.

4. Resignation, retirement or termination from State service.

Section 4. Temporary or Emergency Positions. If a position is to be filled by a temporary or emergency appointment, the appointment shall be offered to employees in the following order prior to filling the position by any other means:

A. Employees who are permanently laid off and not employed by the State if the position is in the same class, seniority unit, and geographic area from which they were laid off in order of Classification Seniority;

B. Employees who are permanently laid off and not employed by the State if the position is in the same seniority unit and geographic area from which they were laid off and the employee is determined to be qualified for the appointment by the Appointing Authority in the order of State Seniority;

In order to be eligible for emergency and temporary appointments, an employee must indicate in writing an interest to the Appointing Authority at the time of layoff.

The notice provisions of Section 3C and Section 4E shall not apply for filling such positions.

Employees accepting such positions shall be eligible employees for purposes of holidays, vacation leave and sick leave, provided such employees were eligible for those benefits in their immediately preceding appointment. Employees who were eligible for and enrolled in insurance coverage in their immediately preceding appointment will be eligible for those same coverages and at the same level of Employer contribution which they were previously receiving at the time of their layoff. This section shall not supersede the provisions of Article 19, Section 2B1 and Section 3C1. Such employees shall be eligible to bid only on vacancies in the class and seniority unit from which they were permanently or seasonally laid off under the provisions of Article 12, Section 6 of this Agreement. Upon expiration of the appointment, the employee shall return to full layoff status.

Section 5. Limited Interruptions of Employment. Any interruption in employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continues two (2) calendar weeks or less shall not be considered a layoff. Such limited interruption or reduction in hours may occur as a result of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons.

Prior to implementing a limited interruption of employment or a reduction in hours, the Appointing Authority, whenever practicable, shall meet with the Local Union to discuss the need for such action.

When the limited interruption of work or reduction in hours does not affect all employees in a class, employment condition, shift, and work location, the least senior employee(s) affected shall have their work interrupted or hours reduced. Limited interruption of work or reduction in hours shall not be instituted for the purpose of subcontracting work normally performed by the affected bargaining unit employees.

In the event limited interruptions of employment occur, employees shall, upon request, be entitled to advance of hours up to his/her scheduled hours in order to provide the employee with up to eighty (80) hours of earnings for a pay period. Advance of hours shall be allowed up to the maximum number of hours of an employee's accumulated and unused vacation leave. If an employee elects to draw such advances, the employee shall not be permitted to reduce the employee's vacation accumulation below the total hours advanced. However, no employee after the first six (6) months of Continuous Service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the employee has been advanced under this Section. All overtime hours worked subsequent to such advances shall be credited against the employee's aggregate advance of hours until the advance is reduced to zero (0). Employees may use compensatory time in lieu of vacation to provide a full paycheck. An Appointing Authority may require employees who have accrued compensatory time to use such time before the use of vacation. Such employees may choose not to make up the lost hours.

On the payroll period ending closest to November 1st of each year, all employees who have received such advances and have not worked sufficient overtime hours to reduce the advances to zero (0) will have their advances reduced to zero (0) by reduction of the employee's accumulated and unused vacation leave.

Section 6. Subcontracting. In the event the Appointing Authority finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the Local Union shall be notified no less than ninety (90) calendar days in advance. During this ninety (90) day period, the Appointing Authority shall meet with the Local Union and discuss ways and means of minimizing any impact the subcontracting may have on the employees.

Section 7. Voluntary Reduction in Hours. Appointing Authorities may allow employee(s) to take unpaid leaves of absence to reduce layoffs otherwise necessary. If it is necessary to limit the number of employees in a work unit on unpaid leave at the same time, the Appointing Authority shall determine whether conflicts shall be resolved among classes or within a particular class based upon staffing needs. In either event, leave shall be granted on the basis of State Seniority within the employee's work unit.

Such employees taking leaves of absence under this Section shall continue to accrue vacation and sick leave and be eligible for paid holidays and insurance benefits as if the employees had been actually employed during the time of leave. If a leave of absence is for one (1) full pay period or longer, any holiday pay shall be included in the first payroll period warrant after return from the leave of absence. Upon return from leave, the employee shall return to his/her former position.

Section 8. Exclusion. The provisions of this Article shall not apply to unclassified employees.

ARTICLE 16 - DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed upon an employee only for just cause.

Section 2. Union Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning, in person or by a phone interview, the employee during an investigation that may lead to discipline without first offering the employee an opportunity for union representation, and such meeting shall not take place until a Union representative is available or is released by his/her supervisor. Any employee waiving the right to such representation must do so in writing prior to the questioning, however, in the case of a phone interview, an employee may initially waive the right to representation orally. A copy of such waiver shall be promptly furnished to the Local Union President or Steward. The employee shall be advised of the nature of the allegation(s) prior to questioning. However, if any employee is being questioned during an investigation of resident/patient abuse, the employee, upon request, shall have the right to union representation. If an employee is being questioned for any other purpose, the employee shall be given a general overview of the nature of the investigation. Upon request, an employee shall be provided a copy of the transcript of his/her interview, if available, and/or be allowed to listen to a tape of his/her interview, if any.

Section 3. Disciplinary Procedure. Disciplinary action or measures shall include only the following:

1. oral reprimand;
2. written reprimand;
3. suspension;
4. demotion; and
5. discharge.

If the Appointing Authority has reason to discipline an employee, it shall be done in a manner that shall not embarrass the employee before other employees or the public. Oral reprimands shall be identified as such. Oral reprimands cannot be referenced in future disciplines provided that no further disciplinary action has been taken against an employee for two (2) years from the date of the oral reprimand.

When any disciplinary action more severe than an oral reprimand is intended, the Appointing Authority shall, before or at the time such action is taken, notify the employee in writing of the specific reason(s) for such action, and shall provide the Local Union with copies of any written notices of disciplinary action.

An employee who has been notified by his/her Appointing Authority that he/she is being investigated for possible disciplinary action shall be informed, in writing, of the status of the investigation upon its conclusion.

Section 4. Investigatory Leave. The Appointing Authority/designee may place an employee who is the subject of a disciplinary investigation on an investigatory leave with pay provided a reasonable basis exists to warrant such leave.

Section 5. Discharge. The Appointing Authority shall not discharge any permanent employee without just cause. If the Appointing Authority feels there is just cause for discharge, the employee and the Local Union shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefore and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, to present his/her side of the story and is entitled to union representation at such meeting, upon request. The right to such meeting shall expire at the end of the next scheduled work day of the employee after the notice of discharge is delivered to the employee unless the employee and the Appointing Authority agree otherwise. The discharge shall not become effective during the period when the meeting may occur. The employee shall remain in pay status during the time between the notice of discharge and the expiration of the meeting. However, if the employee was not in pay status at the time of the notice of discharge, for reasons other than an investigatory leave, the requirement to be in pay status shall not apply.

Section 6. Appeal Procedures. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in Article 17.

The Union shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the third step of the grievance procedure and the matter shall be handled in accord with this procedure through the arbitration step if deemed necessary.

The termination of unclassified employees is not subject to the arbitration provisions of Article 17 (Grievance Procedure).

Section 7. Personnel Files.

A. **Materials in File**. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee's personnel record.

   An oral reprimand shall not become a part of an employee's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel record. A written record of all disciplinary actions other than oral reprimands shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall state the corrective action expected of the employee.

   Each employee shall be furnished with a copy of all evaluative and disciplinary entries into the personnel office record and shall be entitled to have the employee's written response included therein.

   Documentation regarding any wage garnishment action against an employee shall not be placed in the employee's personnel file.

   Only the personnel office record may be used as evidence in any disciplinary action or hearing. This does not limit, restrict, or prohibit the Appointing Authority from submitting supportive documentation or testimony, either oral or written, in any disciplinary hearing, nor does it so limit the Union.

   Any disciplinary material removed from a personnel file under this section may be referenced by the Employer in a future disciplinary action for purposes of notice, but cannot be used by the Employer to demonstrate progressive discipline.

B. **Employee/Union Access to File**. The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Union representative upon the written request of the employee. In the event a grievance is initiated under Article 17, the Appointing Authority shall provide a copy of any items from the employee's personnel office record upon the request of the employee. Up to ten (10) copies of such material shall be without cost to the employee, Local Union, or Union. A supervisor's file is subject to the release provisions of the Minnesota Government Data Practices Act.

C. **Removing Materials from File**. Upon the employee's request, the following documentation shall be removed from the employee's personnel file:

1. a written reprimand provided that no further disciplinary action has been taken against the employee for two (2) years from the date of the written reprimand;

2. a written record of a suspension of ten (10) days or less provided that no further disciplinary action has been taken against the employee for three (3) years from the effective date of the suspension;

3. a written requirement to provide a medical statement (and any such statements) due to suspected sick leave abuse, provided that the employee has not received such a requirement for one (1) year from the expiration of the previous requirement.

4. a "letter of expectation" provided that the employee has performed satisfactorily for one (1) year from the date of the "letter of expectation".

5. Formal grievances filed by the Union in accordance with the provisions of Article 17, Grievance Procedure, shall not be retained in the employee's personnel file. This includes the grievance form and the Settlement and Release document. However, this material may be stored in the Human Resources Office and will be subject to the provisions of the Minnesota Government Data Practices Act.

Upon request, disciplinary letters which have met the contractual conditions of removal from the employee's personnel file shall also be removed from the supervisor's file.

A written request to remove a document from a personnel file under this section shall not be placed in the file.

Materials removed pursuant to this section shall be provided to the employee.

Section 8. Resignations. An employee shall have the right to withdraw a written resignation within three (3) calendar days of its submission.

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. A grievance is defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Employees are encouraged to attempt to resolve the occurrence of any grievance on an informal basis with the employee's immediate supervisor at the earliest opportunity. If the matter is not resolved by informal discussion, it shall be settled in accord with the following procedure.

If an employee/former employee pursues an appeal procedure under M.S. 197.46 (or other applicable Veterans Preference law), the employee/former employee shall be precluded from making an appeal under the following grievance procedure.

Section 2. Processing Grievances.

A. **Release-time.** Union Representatives and the grievant, as specified in "B" below, shall be allowed a reasonable amount of time, without loss of pay, during working hours while on the Appointing Authority's premises to investigate or process grievances in steps 1 through 3. Union representatives and the grievant shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate supervisor, which shall not be unreasonably withheld.

B. **Representatives.**

Step 1: Up to two (2) of the following Union Representatives may participate: Union Steward, Chief Steward, Union President, Union Vice-President, with or without the grievant.

Steps 2 and 3: Up to three (3) of the same Union Representatives may participate with or without the grievant. In addition, the Union Staff Representative may participate in Step 3.

Upon agreement of the Union and the Employer, the Local Union Steward, Chief Steward, President, and Vice-President need not be from the same seniority unit or bargaining unit as the grieving employee.

C. See Appendix F entitled "Appointing Authority/Designee's Duty to Furnish Information to Exclusive Representatives Regarding Contract Grievances."

D. **Steps.**

STEP 1: The designated Union Representative(s), with or without the employee, shall attempt to resolve the matter with the employee's immediate supervisor within twenty-one (21) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the event giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond to the Union Representative within seven (7) calendar days.

STEP 2: If the grievance has not been resolved to the satisfaction of the Local Union within seven (7) calendar days after the immediate supervisor's response is due, it may be presented in writing by the designated Union Representative to the next level of supervision which has been designated by the Appointing Authority to process grievances. The written grievances shall state the nature of the grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly violated, and the relief requested. The designated Appointing Authority Representative shall arrange a meeting with the Union Representative(s) to discuss the grievance within seven (7) calendar days. A written response shall be forwarded to the Union Representative within seven (7) calendar days of the meeting.

STEP 3: If the grievance still remains unresolved, it may be presented to the Appointing Authority or designated representative by the designated Union Representative within seven (7) calendar days after the Step 2 response is due. The Appointing Authority or designee shall arrange a meeting with the designated Union Representative(s) within seven (7) calendar days. The Appointing Authority or designee shall respond to the Union Representative and the Union staff representative in writing within seven (7) calendar days.

STEP 4: If the grievance remains unresolved after the response of the Appointing Authority is due, the Union shall have sixty (60) calendar days in which to submit a letter to the State Negotiator and the Appointing Authority stating its desire to proceed to arbitration. Within five (5) calendar days after the Union has notified the State Negotiator that it desires to proceed with the arbitration of the grievance the parties shall determine the arbitrator to hear the arbitration by the method provided for in Section 3 of this Article. Except as provided in the procedures for Section 4, expenses for the arbitrator's services and the proceedings shall be borne by the losing party, however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a charge, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties. Except as provided in the procedures for Section 4, the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the other party and the arbitrator.

E. The Union and the Employer agree to meet and confer to review the grievance procedure as it applies to small agencies and boards.

Section 3. Arbitration. Except as indicated in Section 4 below, all arbitrations arising under this Agreement shall be conducted by an Arbitrator to be selected by mutual agreement of the Employer and the Union. If the parties fail to mutually agree upon the arbitrator, the parties shall request a list of five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Union shall have the right to strike two (2) names from the list. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one (1) name and the process shall be repeated and the remaining person shall be the arbitrator.

Section 4. Expedited Arbitration. The parties agree to utilize an expedited arbitration procedure for mutually identified grievances in the interest of achieving swift and economical resolution of those grievances.

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 of 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, or 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 to the facts of the grievance presented.

Section 6. Time Limits. If a grievance is not presented within the time limits set forth above or the time limits set forth in a Supplemental Agreement, it shall be considered "waived." If a grievance is not appealed to the next step or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority's last answer. If the Appointing Authority or its agents does not answer a grievance or an appeal thereof within the specified time limits, the Union or its agents 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 Appointing Authority or its agents and the Union or its agents in each step and such extension will not be unduly denied. By mutual agreement of the Appointing Authority and the Union, the parties may waive Steps 1, 2 and/or 3.

By mutual agreement of the parties, time limits may be extended for the purpose of entering an employee into an Employee Assistance Program. Requests by the Union or Appointing Authority to so extend time limits shall not be unreasonably denied. All such agreements shall be in writing and signed by both the Union or its agents and the Appointing Authority or its agents.

ARTICLE 18 - WAGES

Section 1. Salary Ranges.

A. **Salary Range Assignments**. The salary ranges for classes covered by this Agreement shall be those contained in Appendix E. In the event that bargaining unit employees are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such class shall be established by Minnesota Management & Budget which will advise the Union in advance of final establishment. The salary range established by the Department shall be based on comparability and internal consistency between classes in the salary plan.

B. **Range Reassignments**. The Employer may assign a class to a higher salary range during the life of this Agreement after consultation with the Union. Upon request of the Union, the Employer will meet and negotiate regarding movement of current employees to the higher salary range. The Union may cancel this provision with seven (7) calendar days advance written notice to the Employer.

Section 2. First Year Wage Adjustment. Effective July 1, 2009, all salary ranges and rates shall remain the same as those in effect on June 30 2009. The compensation grid for classes covered by this Agreement is contained in Appendix E.

Section 3. Second Year Wage Adjustment. Effective July 1, 2010, all salary ranges and rates shall remain the same as those in effect on June 30, 2010. The compensation grid for classes covered by this Agreement is contained in Appendix E.

Section 4. Progression. No progression step increases shall be granted to employees with progression dates from July 1, 2009 through June 30, 2010. Progression step increases may be granted for employees with progression dates beginning on or after July 1, 2010 if they are eligible for progression steps according to the provisions of this section.

All step increases authorized by this Section shall be granted on a semi-annual or annual basis based on satisfactory performance. Step increases shall be effective at the beginning of the pay period nearest to the employee's progression date, as defined below.

Individual progression dates for those employed prior to July 1, 2007 shall be as determined on July 1, 2007 pursuant to the provisions of the 2007-2009 Collective Bargaining Agreement. The progression date for employees hired or promoted on or after July 1, 2007 shall be the last date of hire or promotion.

Appointing Authorities may withhold step increases because of unsatisfactory performance with written notice to the employee. Increases so withheld may subsequently be granted upon certification by the Appointing Authority that the employee has achieved a satisfactory level of performance. Granting an employee a delayed performance increase shall not change the employee's progression date. If an Appointing Authority fails to give the employee written notice that a step increase is to be withheld prior to the employee's progression date, the increase shall be granted.

Compensation Grid 25. Employees in classes covered by compensation grid 25 shall advance to the next higher step in their salary range on their progression date. Advancement to the second, third, and fourth steps shall occur semi-annually from the employee's progression date. Employees at or beyond the fourth step shall advance to the next higher step annually thereafter until the maximum rate of pay is attained.

Section 5. Salary Upon Class Change.

A. **Promotion**. Employees who are promoted during the life of this Agreement shall be granted a salary increase of at least one (1) step or shall be paid at the minimum of the higher range, whichever is greater.

B. **Voluntary Transfer**. An employee who transfers within the same class shall receive no salary adjustment. An employee who transfers between classes shall receive the minimum adjustment necessary to bring his/her salary to the minimum rate of the new class. However, an employee receiving a rate of pay in excess of the range maximum shall continue to receive that rate of pay.

C. **Voluntary Demotion**. An employee who takes a voluntary demotion 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. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Minnesota Management & Budget.

D. **Demotion in Lieu of Layoff**. Any employee who demotes as part of the layoff procedure in Article 15 of this Agreement shall retain his/her current rate of pay or the rate of pay at the top of the pay range of the class to which he/she demotes, whichever is less. However, an employee may continue to receive a rate of pay in excess of the maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Minnesota Management & Budget. Employees covered by this Agreement who demote within a seniority unit as a result of a single layoff shall be treated consistently.

E. **Non-certification During Probationary Period**. An employee who is not certified to permanent status and returns to his/her former class shall have his/her salary restored to the same rate of pay the employee would have received had he/she remained in the former class.

F. **Salary Over Maximum on Reallocation**. If a position is reallocated or recompared to a class with a lower salary range maximum, and the salary of the employee exceeds the maximum of the new range, the employee shall be placed in the new class and shall retain his/her current salary. In addition, the employee shall receive any across-the-board wage increase as provided by this Agreement.

Section 6. Shift Differential. The shift differential for employees working on assigned shifts which begin before 6:00 A.M. or which end at or after 7:00 P.M. shall be sixty-five cents ($0.65) per hour for all hours worked on that shift. Such shift differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects shall not be eligible for the shift differential.

Section 7. Work Out of Class. When an employee is expressly assigned to perform substantially all of the duties of a position allocated to a different class that is temporarily unoccupied and the work-out-of-class assignment exceeds ten (10) consecutive work days in duration, the employee shall be paid for all such hours at the employee's current salary when assigned to work in a class which is a transfer or demotion. For a class which is a promotion, an employee shall receive an increase to the minimum rate of the new class or at least one (1) step higher than the employee's current salary, whichever is greater.

If an employee is assigned to work out of class but does not meet the ten (10) consecutive work day standard, and within five (5) working days the employee is subsequently assigned to work out of class to the same assignment, the previous time served on work out of class will count towards meeting the ten (10) consecutive work day standard.

When an employee is assigned to serve in a class for which the employee is on a layoff list, the employee shall be paid as provided above or the maximum step previously achieved by the employee, whichever is greater.

If the Appointing Authority determines to make a work-out-of-class assignment of six (6) or more consecutive months to a higher class represented by the Union, the Appointing Authority shall appoint the most senior capable and available employee among or within classes and among or within work areas as determined by the Appointing Authority.

Section 8. Severance Pay. All employees who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service except for discharge for cause. Employees with less than twenty (20) years continuous State service shall receive severance pay upon retirement at or after age 65; death; or layoff, except for seasonal layoffs. Employees who retire from State service after ten (10) years of continuous State service 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.

Employees who separate from State service with twenty (20) or more years of continuous State service and are eligible to receive severance pay will have one hundred percent (100%) of severance pay converted to the MSRS administered Health Care Savings Plan (HCSP). Employees with less than twenty (20) years of continuous State service who are eligible to receive severance pay upon retirement or retirement at or after age sixty-five (65) will have one hundred percent (100%) of severance pay converted to the MSRS administered Health Care Savings Plan (HCSP). At the time of separation, if the employee has been approved exemption from participation in the HCSP from the plan administrator, then the employee will receive any payment due in cash. Employees who do not meet the criteria for the HCSP or whose severance payouts total less than five hundred dollars ($500) will continue to receive such payments in cash. The MSRS administered Health Care Savings Plan (HCSP) does not apply to permanent or seasonal layoffs. In the case of the death of an employee, severance payment shall be made in cash.

Severance pay shall be equal to forty (40) percent of the employee's first nine hundred (900) hours of accumulated but unused sick leave, and twelve and one-half (12 1/2) percent of the employee's accumulated but unused sick leave in excess of nine hundred (900) hours, times the employee's regular rate of pay at the time of separation.

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

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

Severance for eligible employees returning to state service 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 separation.

Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid over a period not to exceed two (2) 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.

Section 9. Injured on Duty Pay. An employee who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person, or which is incurred while attempting to apprehend or take into custody such person, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under Workers' Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two hundred forty (240) times the employee's regular hourly rate of pay per disabling injury.

Section 10. Performance Evaluations. Employees shall be given the opportunity to sign the performance evaluation, but such signing does not indicate acceptance or rejection of the evaluation. The employee shall receive a copy of the performance evaluation at the time he/she signs it. Performance evaluations shall not be signed or presented by another employee covered by this Agreement. If the Appointing Authority adds comments to the performance evaluation after the evaluation has been signed by the employee, the Appointing Authority shall notify the employee of the change. The employee shall have twenty (20) calendar days from the date of the receipt of the finalized appraisal to file a written response in the employee's personnel file.

Pursuant to the Minnesota Management & Budget Administrative Procedure No. 20, an employee may appeal his/her performance rating to the Appointing Authority within thirty (30) calendar days of the official date of rating. The decision of the Appointing Authority is final. At the employee's request a Union Representative may be present during the appeal meeting(s).

Upon request, an employee is entitled to a copy of his/her current position description. Upon request of a local union, an Appointing Authority shall develop an internal appeal system to review disputes regarding the accuracy of position descriptions. The Appointing Authority shall meet and confer with the local union prior to implementation of the appeal system. Such position descriptions shall not be grievable.

Section 11. Health and Dental Premium Accounts. The Employer agrees to provide eligible employees with the option to pay for the employee portion of health and dental premiums on a pretax basis as permitted by law or regulation.

Section 12. Medical/Dental Expense Account. The Employer agrees to allow insurance eligible employees to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses or expenses for services not covered by health or dental insurance on a pre-tax basis as permitted by law or regulation, up to a maximum of five thousand dollars ($5,000) per calendar year.

Section 13. Dependent Care Expense Account. 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.

Section 14. Deferred Compensation. The Employer agrees to provide employees covered by this Agreement with a state-paid contribution to the deferred compensation program under M.S. 352.96. The state-paid contribution shall be in an amount matching the employee's contribution on a dollar for dollar basis not to exceed one hundred and seventy-five dollars ($175) per employee in each fiscal year of the Agreement.

An employee may choose to convert some or all of his/her compensatory time bank one time during each fiscal year at a time of their choosing using the employee self-service system so long as the total hours converted in a fiscal year do not exceed forty (40).

Section 15. Radio Communications Differential. Radio Communications Operators working in the Twin Cities Metropolitan Area shall receive a differential of $2.00 per hour. Such differential shall be in addition to the employee's regular rate of pay and shall be included in all payroll calculations.

Section 16. Training Differential. An employee who is assigned to train either: (a) a new RCO employee, or (b) other Minnesota State Patrol personnel (including, but not limited to, student workers and light-duty State Troopers) on work assignment in radio communications who, upon completion of training, will be charged with public safety call-taking and/or dispatching duties ["trainee"], shall be paid a differential of fifty (50) cents per hour for each hour spent with the trainee as part of, and in accordance with, the Minnesota State Patrol Communications Training Plan. This differential shall be included in all payroll calculations except during periods of paid leave.

ARTICLE 19 - INSURANCE

Section 1. State Employee Group Insurance Program (SEGIP). During the life of this Agreement, the Employer agrees to offer a Group Insurance Program that includes health, dental, life, and disability coverages equivalent to existing coverages, subject to the provisions of this Article.

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

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

A. **Employees - Basic Eligibility**. Employees may participate in the Group Insurance Program if they are scheduled to work at least 1044 hours in any twelve consecutive months, except for: (1) emergency, or temporary, or intermittent employees; (2) student workers; and (3) interns.

B. **Employees - Special Eligibility**. The following employees are also eligible to participate in the Group Insurance Program:

   1. **Employees with a Work-related Injury/Disability**. An employee who was off the State payroll due to a work-related injury or a work-related disability may continue to participate in the Group Insurance Program as long as such an employee receives workers' compensation payments or while the workers' compensation claim is pending.

   2. **Totally Disabled Employees**. Consistent with M.S. 62A.148, certain totally disabled employees may continue to participate in the Group Insurance Program.

3. **Retired Employees**. An employee who retires from State service, is not eligible for regular (non-disability) Medicare coverage, has five (5) or more years of allowable pension service, and is entitled at the time of retirement to immediately receive an annuity under a State retirement program, may continue to participate in the health and dental coverages offered through the Group Insurance Program.

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

C. **Dependents**. Eligible dependents for the purposes of this Article are as follows:

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

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

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

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

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

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

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

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

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

1. Employees who are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months.

2. Employees who are scheduled to work at least sixty (60) hours per pay period for twelve (12) consecutive months, but excluding part-time or seasonal employees serving on less than a seventy-five (75) percent basis.

3. Part-time unlimited employees anticipated to work at least sixty (60) hours per pay period in insurance eligible positions for three (3) months or who have worked at least sixty (60) hours per pay period in insurance eligible positions for three (3) months and who are anticipated to continue to work at that level in insurance eligible positions. If the employee does not continue to meet this standard, the employee's insurance eligibility status shall be changed to the appropriate level.

   This language supersedes any DHS supplemental language in which hours worked under the Part-Time Hours Procedure do not count toward insurance eligibility status.

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

1. **Part-time Employees**. Employees who hold part-time, unlimited appointments and who work at least fifty (50) percent of the time but less than seventy-five (75) percent of the time.

2. **Seasonal Employees**. Seasonal employees who are scheduled to work at least 1044 hours over a period of any twelve (12) consecutive months.

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

1. **Employees on Layoff**. A classified employee who receives an Employer Contribution, who has three (3) or more years of continuous service, and who has been laid off, remains eligible for an Employer Contribution and all other benefits provided under this Article for an extended benefit eligibility period of six (6) months from the date of layoff.

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

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

2. **Work-related Injury/Disability**. An employee who receives an Employer Contribution and who is off the State payroll due to a work-related injury or a work-related disability remains eligible for an Employer Contribution as long as such an employee receives workers' compensation payments. If such employee ceases to receive workers' compensation payments for the injury or disability and is granted a medical leave under Article 10, he/she shall be eligible for an Employer contribution during that leave.

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

1. **General**. An employee who receives a full or partial Employer Contribution maintains that eligibility as long as the employee meets the Employer Contribution eligibility requirements, and appears on a State payroll for at least one (1) full working day during each payroll period. This requirement does not apply to employees who receive an Employer Contribution while on layoff as described in Section 3C2, or while eligible for workers' compensation payments as described in Section 3C3.

2. **Unpaid Leave of Absence**. If an employee is on an unpaid leave of absence, then vacation leave, compensatory time, or sick leave cannot be used for the purpose of maintaining eligibility for an Employer Contribution by keeping the employee on a State payroll for one (1) working day per pay period.

3. **School Year Employment**. If an 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 remain eligible for an Employer Contribution, provided that the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences.

4. An employee who is on an approved FMLA leave or on a Voluntary Reduction in Hours as provided elsewhere in this Agreement maintains eligibility for an Employer Contribution.

Section 4. Amount of Employer Contribution. For employees eligible for an Employer Contribution as described in Section 3, the amount of the Employer Contribution will be determined as follows beginning on January 1, 2010. The Employer Contribution amounts and rules in effect on June 30, 2009 will continue through December 31, 20097.

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

1. **Employee Coverage**. For employee health coverage, the Employer contributes an amount equal to one hundred (100) percent of the employee-only premium of the Minnesota Advantage Health Plan (Advantage).

2. **Dependent Coverage**. For dependent health coverage for the 2010 and 2011 plan years, the Employer contributes an amount equal to eighty-five (85) percent of the dependent premium of Advantage.

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

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

2. **Dependent Coverage**. For dependent dental coverage, the Employer contributes an amount equal to the lesser of fifty (50) percent of the dependent premium of the State Dental Plan, or the actual dependent premium of the dental plan chosen by the employee.

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

Section 5. Coverage Changes and Effective Dates.

A. **When Coverage May Be Chosen**.

1. **Newly Hired Employees**. All employees hired to an insurance eligible position must make their benefit elections by their initial effective date of coverage as defined in this Article, Section 5C. Insurance eligible employees will automatically be enrolled in basic life coverage. If employees eligible for a full Employer Contribution do not choose a health plan administrator and a primary care clinic by their initial effective date, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

2. **Eligibility Changes**. Employees who become eligible for a full Employer Contribution must make their benefit elections within thirty (30) calendar days of becoming eligible. If employees do not choose a health plan administrator and a primary care clinic within this thirty (30) day timeframe, they will be enrolled in a Benefit Level Two clinic (or Level One, if available) that meets established access standards in the health plan with the largest number of Benefit Level One and Two clinics in the county of the employee's residence at the beginning of the insurance year.

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

An employee may change his/her health or dental plan if the employee changes to a new permanent work or residence location and the employee's current plan is no longer available. If the employee has family coverage and if the new residence location is outside of the current plan's service area, the employee shall be permitted to switch to a new plan administrator and new Benefit Level within thirty (30) days of the residence location change. The election change must be due to and correspond with the change in status. An employee who receives notification of a work location change between the end of an open enrollment period and the beginning of the next insurance year, may change his/her health or dental plan within thirty (30) days of the date of the relocation under the same provisions accorded during the last open enrollment period. An employee or retiree may also change health or dental plans in any other situation in which the Employer is required by the applicable federal or state law to allow a plan change.

B. **When Coverage May be Changed or Cancelled**.

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

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

   a. A change in legal marital status, including marriage, death of a spouse, divorce, legal separation and annulment.

   b. A change in number of dependents, including birth, death, adoption, and placement for adoption.

   c. A change in employment status of the employee, or the employee's or retiree's spouse or dependent, including termination or commencement of employment, a strike or lockout, a commencement of or return from an unpaid leave of absence, a change in worksite, and a change in working conditions (including changing between part-time and full-time or hourly and salary) of the employee, the employee's or retiree's spouse or dependent which results in a change in the benefits they receive under a cafeteria plan or a health or dental plan.

   d. A dependent ceasing to satisfy eligibility requirements for coverage due to attainment of age, student status, marital status, or other similar circumstances.

   e. A change in the place of residence of the employee, retiree or their spouse or dependent.

   f. Significant cost or coverage changes (including coverage curtailment and the addition of a benefit package).

   g. Family Medical Leave Act (FMLA) leave.

   h. Judgments, decrees or orders.

i. A change in coverage of a spouse or dependent under another Employer's plan.

j. Open enrollment under the plan of another Employer.

k. Health Insurance Portability and Accountability Act (HIPAA) special enrollment rights for new dependents and in the case of loss of other insurance coverage.

l. A COBRA-qualifying event.

m. Loss of coverage under the group health plan of a governmental or educational institution (a State's children's health insurance program, medical care program of an Indian tribal government, State health benefits risk pool, or foreign government group health plan).

n. Entitlement to Medicare or Medicaid.

o. Any other situations in which the group health or dental plan is required by the applicable federal or state law to allow a change in coverage.

2. **Canceling Dependent Coverage During Open Enrollment**. In addition to the above situations, dependent health or dependent dental coverage may also be cancelled for any reason during the open enrollment period that applies to each type of plan (as long as allowed under the applicable provisions, regulations and rules of the federal and state law in effect at the beginning of the plan year).

3. **Canceling Employee Coverage**. A part-time employee may also cancel employee coverage within sixty (60) days of when one of the life events set forth above occurs.

4. **Effective Date of Benefit Termination**. Medical, dental and life coverage termination will take effect on the first of the month following the loss of eligible employee or dependent status. Disability benefit coverage terminations will take effect on the day following loss of eligible employee status.

C. **Effective Date of Coverage**.

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

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

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

   a. **Basic Life**. If an employee is not actively at work on the initial effective date of coverage, coverage will be effective on the first day of the employee's return to work. The effective date of a change in coverage is not delayed in the event that, on the date the coverage change would be effective, an employee is on an unpaid leave of absence or layoff.

b. **Medical and Dental.** If an employee is not actively at work on the initial effective date of coverage due to a reason other than hospitalization or medical disability of the employee or dependent, medical and dental coverage will be effective on the first day of the employee's return to work.

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

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

D. **Open Enrollment**.

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

2. **Eligibility to Participate**. An employee eligible to participate in the State Employee Group Insurance Program, as described in Sections 2A and 2B, may participate in open enrollment. In addition, a person in the following categories may, as allowed in section 5D1 above, make certain changes: (1) a former employee or dependent on continuation coverage, as described in Section 2D, may change plans or add coverage for health and/or dental plans on the same basis as active employees; and (2) an early retiree, prior to becoming eligible for Medicare, may change health and/or dental plans as agreed to for active employees, but may not add dependent coverage.

3. **Materials for Employee Choice**. Each year prior to open enrollment, the Appointing Authority will give eligible employees the information necessary to make open enrollment selections. Employees will be provided a statement of their current coverage each year of the contract.

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

Section 6. Basic Coverages.

A. **Employee and Family Health Coverage**.

1. **Minnesota Advantage Health Plan (Advantage)**. The health coverage portion of the State Employee Group Insurance Program is provided through the Minnesota Advantage Health Plan (Advantage), a self-insured health plan offering four (4) Benefit Level options. Provider networks and claim administration are provided by multiple plan administrators. Coverage offered through Advantage is determined by Section 6A2.

2. **Coverage Under the Minnesota Advantage Health Plan**. From July 1, 2009 through December 31, 2009, health coverage under the SEGIP will continue at the level in effect on June 30, 2009. Effective January 1, 2010, Advantage will cover eligible services subject to the copayments, deductibles and coinsurance coverage limits stated. Services provided through Advantage are subject to the managed care procedures and principles, including standards of medical necessity and appropriate practice, of the plan administrators. Coverage details are provided in the Advantage Summary of Benefits.

   a. **Benefit Options**. Employees must elect a plan administrator and primary care clinic. Those elections will determine the Benefit Level through Advantage. Enrolled dependents must elect a primary care clinic that is available through the plan administrator chosen by the employee.

      1) **Plan Administrator**. Employees must elect a plan administrator during their initial enrollment in Advantage and may change their plan administrator election only during the annual open enrollment and when permitted under Section 5. Dependents must be enrolled through the same plan administrator as the employee.

      2) **Benefit Level**. The primary care clinics available through each plan administrator are assigned a Benefit Level. The Benefit Levels are outlined in the benefit chart below. Primary care clinics may be in different Benefit Levels for different plan administrators. Family members may be enrolled in clinics that are in different Benefits Levels. Employees and their dependents may change to clinics in different Benefit Levels during the annual open enrollment. Employees and their dependents may also elect to move to a clinic in a different Benefit Level within the same plan administrator up to two (2) additional times during the plan year. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

      3) **Primary Care Clinic**. Employees and each of their covered dependents must individually elect a primary care clinic within the network of providers offered by the plan administrator chosen by the employee. Employees and their dependents may elect to change clinics within their clinic's Benefit Level as often as the plan administrator permits and as outlined above.

      4) **Advantage Benefit Chart for Services Incurred During Plan Years 2010 and 2011**.

2010 and 2011 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Deductible for all services except drugs and preventive care (S/F)	$50/$100	$140/$280	$350/$700	$600/$1200
Office visit copay/urgent care (copay waived for preventive services) 1) Having taken health assessment and opted-in for health coaching 2) Not having taken health assessment or not having opted-in for health coaching	1) $17 2) $22	1) $22 2) $27	1) $27 2) $32	1) $37 2) $42
Convenience Clinic (deductible waived)	$10	$10	$10	$10
Emergency room copay	$75	$75	$75	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Facility copays • Per inpatient admission (waived for admission to Center of Excellence)	$85	$180	$450	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
• Per outpatient surgery	$55	$110	$220	N/A – subject to Deductible and 25% Coinsurance to OOP maximum
Coinsurance for MRI/CT scan services	5%	5%	10%	N/A – subject to Deductible and 25% Coinsurance to OOP maximum

2010 and 2011 Benefit Provision	Benefit Level 1 The member pays:	Benefit Level 2 The member pays:	Benefit Level 3 The member pays:	Benefit Level 4 The member pays:
Coinsurance for services NOT subject to copays	5% (95% coverage after payment of deductible)	5% (95% coverage after payment of deductible)	10% (90% coverage after payment of deductible)	25% for all services to OOP maximum after deductible
Coinsurance for durable medical equipment	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	20% (80% coverage after payment of 20% coinsurance)	25% for all services to OOP maximum after deductible
Copay for three-tier prescription drug plan	Tier 1: $10 Tier 2: $16 Tier 3: $36	Tier 1: $10 Tier 2: $16 Tier 3: $36	Tier 1: $10 Tier 2: $16 Tier 3: $36	Tier 1: $10 Tier 2: $16 Tier 3: $36
Maximum drug out-of-pocket limit (S/F)	$800/$1,600	$800/$1,600	$800/$1,600	$800/$1,600
Maximum non-drug out-of-pocket limit (S/F)	$1,100/$2,200	$1,100/$2,200	$1,100/$2,200	$1,100/$2,200

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

c. **Services received from, or authorized by, a primary care physician within the primary care clinic**. Under Advantage, the health care services outlined in the benefits charts above shall be received from, or authorized by a primary care physician within the primary care clinic. Preventive care, as outlined in the Summary of Benefits, is covered at one hundred (100) percent for services received from or authorized by the primary care clinic. The primary care clinic shall be selected from approved clinics in accordance with the Advantage administrative procedures. Unless otherwise specified in 6A2, services not received from, or authorized by, a primary care physician within the primary care clinic may not be covered. Unless the individual has a referral from his/her primary care clinic, there are no benefits for services received from providers in Benefit Levels that are different from that of the primary care clinic in which the individual has enrolled.

d. **Services not requiring authorization by a primary care physician within the primary care clinic**.

1) **Eye Exams**. Limited to one (1) routine examination per year for which no copay applies.

2) **Outpatient emergency and urgicenter services within the service area**. The emergency room copay applies to all outpatient emergency visits that do not result in hospital admission within twenty-four (24) hours. The urgicenter copay is the same as the primary care clinic office visit copay.

3) **Emergency and urgently needed care outside the service area**. Professional services of a physician, emergency room treatment, and inpatient hospital services are covered at eighty percent (80%) of the first two thousand dollars ($2,000) of the charges incurred per insurance year, and one-hundred percent (100%) thereafter. The maximum eligible out-of-pocket expense per individual per year for this benefit is four hundred dollars ($400). This benefit is not available when the member's condition permits him or her to receive care within the network of the plan in which the individual is enrolled.

4) **Ambulance**. The deductible and coinsurance for services not subject to copays applies.

e. **Prescription drugs**.

1) **Copayments and annual out-of-pocket maximums**.

For each year of the contract:

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

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

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

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

2) **Insulin**. Insulin will be treated as a prescription drug subject to a separate copay for each type prescribed.

3) **Brand Name Drugs**. If the subscriber chooses a brand name drug when a bioequivalent generic drug is available, the subscriber is required to pay the standard copayment plus the difference between the cost of the brand name drug and the generic. Amounts above the copay that an individual elects to pay for a brand name instead of a generic drug will not be credited toward the out-of-pocket maximum.

4) **Special Coverage for "Grandfathered Diabetic Group"**. For insulin dependent diabetics who have been continuously enrolled for health coverage insured or administered by Blue Cross Blue Shield through the SEGIP since January 1, 1991 and who were identified as having used these supplies during the period January 1, 1991 through September 30, 1991 (herein the "Grandfathered Diabetic Group"), diabetic supplies are covered as follows:

- Test tapes and syringes are covered at one hundred (100) percent for the greater of a thirty (30) day supply or one hundred (100) units when purchased with insulin.

5) **Special Coverage for Nicotine Replacement Therapies**. There will be no copayment for formulary nicotine replacement therapies for employees and dependents who take the Health Assessment, opt-in for coaching, and are engaged in a plan-sponsored smoking cessation program, or other program as documented by the health coach.

f. **Special Service networks**. The following services must be received from special service network providers in order to be covered. All terms and conditions outlined in the Summary of Benefits apply.

1) Mental health services – inpatient or outpatient.

2) Chemical dependency services – inpatient and outpatient.

3) Chiropractic services.

4) Transplant coverage.

5) Cardiac services.

6) Home infusion therapy.

7) Hospice.

g. **Individuals whose permanent residence and principal work location are outside the State of Minnesota and outside of the service areas of the health plans participating in Advantage**. If these individuals use the plan administrator's national preferred provider organization in their area, services will be covered at Benefit Level Two. If a national preferred provider is not available in their area, services will be covered at Benefit Level Two through any other provider available in their area. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below. All terms and conditions outlined in the Summary of Benefits will apply.

h. **Children living with an ex-spouse outside the service area of the employee's plan administrator**. Covered children living with former spouses outside the service area of the employee's plan administrator, and enrolled under this provision as of December 31, 2003, will be covered at Benefit Level Two benefits. If available, services must be provided by providers in the plan administrator's national preferred provider organization. If the national preferred provider organization is available but not used, benefits will be paid at the POS level described in paragraph "i" below.

i. **Individuals whose permanent residence is outside the State of Minnesota and outside the service areas of the health plans participating in Advantage**. (This category includes employees temporarily residing outside Minnesota on temporary assignment or paid leave (including sabbatical leaves) and all dependent children (including college students) and spouses living out of area.) The point of service (POS) benefit described below is available to these individuals. All terms and conditions outlined in the Summary of Benefits apply. This benefit is not available for services received within the service areas of the health plans participating in Advantage.

1) **Deductible**. There is a three hundred fifty dollar ($350) annual deductible per person, with a maximum deductible per family per year of seven hundred dollars ($700).

2) **Coinsurance**. After the deductible is satisfied, seventy percent (70%) coverage up to the plan out-of-pocket maximum designated below.

j. **Lifetime maximums and non-prescription out-of-pocket maximums**. Coverage under Advantage is not subject to a per person lifetime maximum. Coverage under Advantage is subject to a plan year, non-prescription drug, out-of-pocket maximum of one thousand one hundred dollars ($1,100) per person or two thousand two hundred dollars ($2,200) per family.

k. **Convenience Clinics**. Services received at convenience clinics are subject to a ten dollar ($10) copayment in each year of the Agreement. First dollar deductibles are waived for convenience clinic visits. (Note that prescriptions received as a result of a visit are subject to the drug copayment and out-of-pocket maximums described above at 6A2(4)e).)

3. **Benefit Level Two Health Care Network Determination**. Issues regarding the health care networks for the 2011 insurance year shall be negotiated in accordance with the following procedures:

a. At least twelve (12) weeks prior to the open enrollment period for the 2011 insurance year the Employer shall meet and confer with the Joint Labor/Management Committee on Health Plans in an attempt to reach agreement on the Benefit Level Two health care networks.

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

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

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

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

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

a. **Develop programs**.

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

2) **Pilot Programs**. The Employer may develop voluntary pilot programs to test the acceptability of various risk management programs. Incentives for participation in such programs may include limited short-term improvements to the benefits outlined in this Article. Implementation of such pilot programs is subject to the review and approval of the Joint Labor-Management Committee on Health Plans.

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

c. **Employee participation**. The Employer will assist employees' participation in health promotion and health education programs. Health promotion and health education programs that have been endorsed by the Employer (Minnesota Management & Budget) will be considered to be non-assigned job-related training pursuant to Administrative Procedure 21. Approval for this training is at the discretion of the Appointing Authority and is contingent upon meeting staffing needs in the employee's absence and the availability of funds. Employees are eligible for release time, tuition reimbursement, or a pro rata combination of both. Employees may be reimbursed for up to one hundred (100) percent of tuition or registration costs upon successful completion of the program. Employees may be granted release time, including the travel time, in lieu of reimbursement.

d. **Health promotion incentives**. The Joint Labor-Management Committee on Health Plans shall develop a program which provides incentives for employees who participate in a health promotion program. The health promotion program shall emphasize the adoption and maintenance of more healthy lifestyle behaviors and shall encourage wiser usage of the health care system.

6. **Post Retirement Health Care Benefit**. Employees who retire on or after January 1, 2008, shall be entitled to a contribution of two hundred fifty dollars ($250) to the Minnesota State Retirement System's (MSRS) Health Care Savings Plan, if at the time of retirement the employee is entitled to an annuity under a State retirement program. An employee who becomes totally and permanently disabled on or after January 1, 2008, who receives a State disability benefit, and is eligible for a deferred annuity under a State retirement program is also eligible for the two hundred fifty dollar ($250) contribution to the MSRS Health Care Savings Plan. Employees are eligible for this benefit only once.

B. **Employee Life Coverage**.

1. **Basic Life and Accidental Death and Dismemberment Coverage**. The Employer agrees to provide and pay for the following term life coverage and accidental death and dismemberment coverage for all employees eligible for an Employer Contribution, as described in Section 3. Any premium paid by the State in excess of fifty thousand dollars ($50,000) coverage is subject to a tax liability in accord with Internal Revenue Service regulations. An employee may decline coverage in excess of fifty thousand dollars ($50,000) by filing a waiver in accord with Minnesota Management & Budget procedures. The basic life insurance policy will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

Employee's Annual Base Salary	Group Life Insurance Coverage	Accidental Death and Dismemberment Principal Sum
$10,000 - $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
$30,001 - $35,000	$35,000	$35,000
$35,001 - $40,000	$40,000	$40,000
$40,001 - $45,000	$45,000	$45,000
$45,001 - $50,000	$50,000	$50,000
$50,001 - $55,000	$55,000	$55,000
$55,001 - $60,000	$60,000	$60,000
$60,001 - $65,000	$65,000	$65,000
$65,001 - $70,000	$70,000	$70,000
$70,001 - $75,000	$75,000	$75,000
$75,001 - $80,000	$80,000	$80,000
$80,001 - $85,000	$85,000	$85,000
$85,001 - $90,000	$90,000	$90,000
Over $90,000	$95,000	$95,000

2. **Extended Benefits**. 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. Employees who were disabled prior to July 1, 1983 and who have continuously received benefits shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1983.

Section 7. Optional Coverages.

A. **Employee and Family Dental Coverage**.

1. **Coverage Options**. Eligible employees may select coverage under any one of the dental plans offered by the Employer, including health maintenance organization plans, the State Dental Plan, or other dental plans. Coverage offered through health maintenance organization plans is subject to change during the life of this Agreement upon action of the health maintenance organization and approval of the Employer after consultation with the Joint Labor/Management Committee on Health Plans. However, actuarial reductions in the level of HMO coverages effective during the term of this Agreement, including increases in copayments, require approval of the Joint Labor/Management Committee on Health Plans. Coverage offered through the State Dental Plan is determined by Section 7A2.

2. **Coverage Under the State Dental Plan**. The State Dental Plan will provide the following coverage:

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

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

*Please refer to your certificate of coverage for information regarding age limitations for dependent orthodontic care.

b. **Deductible**. An annual deductible of fifty dollars ($50) per person and one hundred fifty dollars ($150) per family applies to State Dental Plan non-preventive services received from in-network providers. An annual deductible of one hundred twenty-five dollars ($125) per person applies to State Dental Plan services received from out of network providers. The deductible must be satisfied before coverage begins.

c. **Annual maximums**. State Dental Plan coverage is subject to a one thousand dollar ($1,000) annual maximum benefit payable (excluding orthodontia) per person. "Annual" means per insurance year.

d. **Orthodontia lifetime maximum**. Orthodontia benefits are available to eligible dependent children ages 8 through 18 subject to a two thousand four hundred dollar ($2,400) lifetime maximum benefit.

B. **Life Coverage**.

1. **Employee**. An employee may purchase up to five hundred thousand dollars ($500,000) additional life insurance, in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase up to two (2) times annual salary in optional employee life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An employee who becomes eligible for insurance may purchase up to two (2) times annual salary in optional employee life coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

2. **Spouse**. An employee may purchase up to five hundred thousand dollars ($500,000) life insurance coverage for his/her spouse in increments established by the Employer, subject to satisfactory evidence of insurability. A new employee may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse life coverage by their initial effective date of coverage as defined in this Article, Section 5C without evidence of insurability. An employee who becomes eligible for insurance may purchase either five thousand dollars ($5,000) or ten thousand dollars ($10,000) in optional spouse coverage without evidence of insurability within thirty (30) days of the initial effective date as defined in this Article.

3. **Children/Grandchildren**. An employee may purchase life insurance in the amount of ten thousand dollars ($10,000) as a package for all eligible children/grandchildren (as defined in Section 2C of this Article). For a new employee, child/grandchild coverage requires evidence of insurability if application is made after the initial effective date of coverage as defined in this Article, Section 5C. An employee who becomes eligible for insurance may purchase child/grandchild coverage without evidence of insurability if application is made within thirty (30) days of the initial effective date as defined in this Article. Child/grandchild coverage commences fourteen (14) calendar days after birth.

4. **Accelerated Life**. The additional employee, spouse and child life insurance policies will include an accelerated benefits agreement providing for payment of benefits prior to death if the insured has a terminal condition.

5. **Waiver of Premium**. In the event an employee becomes totally disabled before age seventy (70), there shall be a waiver of premium for all life insurance coverage that the employee had at the time of disability.

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

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

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

C. **Disability Coverage**.

1. **Short-term Disability Coverage**. An employee may purchase short-term disability coverage that provides benefits of from three hundred dollars ($300) to five thousand dollars ($5,000) per month, up to two-thirds (2/3) of an employee's salary, for up to one hundred eighty (180) days during total disability due to a non-occupational accident or a non-occupational sickness. Benefits are paid from the first day of a disabling injury or from the eighth day of a disabling sickness. For a new employee, coverage applied for by the initial effective date of coverage as defined in this Article, Section 5C does not require evidence of insurability. For an employee who becomes eligible for insurance, coverage applied for within thirty (30) days of the initial effective date does not require evidence of insurability.

2. **Long-term Disability Coverage**. New employees may enroll in long-term disability insurance by their initial effective date of coverage. Employees who become eligible for insurance may enroll in long-term disability insurance within thirty (30) days of their initial effective date as defined in this Article, Section 5C. The terms are the same as for employees who wish to add/increase during the annual open enrollment. During open enrollment only, an employee may purchase long-term disability coverage that provides benefits of from three hundred dollars ($300) to seven thousand dollars ($7,000) per month, based on the employee's salary, commencing on the 181st calendar day of total disability, and not subject to evidence of insurability but with a limited term pre-existing condition exclusion. Employees should be aware that other wage replacement benefits, as described in the certificate of coverage (i.e., Social Security Disability, Minnesota State Retirement Disability, etc.), may result in a reduction of the monthly benefit levels purchased. In any event, the minimum is the greater of three hundred dollars ($300) or fifteen (15) percent of the amount purchased. The minimum benefit will not be reduced by any other wage replacement benefit. In the event that the employee becomes totally disabled before age seventy (70), the premiums on this benefit shall be waived.

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

E. **Continuation of Optional Coverages During Unpaid Leave or Layoff**. An employee who takes an unpaid leave of absence or who is laid off may discontinue premium payments on optional policies during the period of leave or layoff. If the employee returns within one (1) year, the employee shall be permitted to pick up all optionals held prior to the leave or layoff. For purposes of reinstating such optional coverages, the following limitations shall be applicable.

For the first twenty-four (24) months of long-term disability coverage after such a period of leave or layoff during which long-term disability coverage was discontinued, any such disability coverage shall exclude coverage for pre-existing conditions. For disability purposes, a pre-existing condition is defined as any disability which is caused by, or results from, any injury, sickness or pregnancy which occurred, was diagnosed, or for which medical care was received during the period of leave or layoff. In addition, any pre-existing condition limitations that would have been in effect under the policy but for the discontinuance of coverage shall continue to apply as provided in the policy.

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

ARTICLE 20 - 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. Employees affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority in accord 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 his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the then current Federal IRS mileage reimbursement rate on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, mileage shall be paid at the rate of seven (7) cents per mile less than the current Federal IRS mileage reimbursement rate on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. 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 Appointing Authority to carry automobile insurance coverage beyond that required by law.

When employees do not report to the office during the day or are required to make business calls before or after reporting to the office, their allowable mileage is the lesser of the mileage from their home to the first stop or from the office to the first stop; all mileage between points visited on state business during the day; and the lesser of the mileage from the last stop to their home or from the last stop to the office.

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

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of forty-two (42) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of fifteen (15) cents per mile on the most direct route.

The Appointing Authority may authorize travel in personal aircraft when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty-five (45) cents and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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 cost 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 and dry cleaning for each week after the first week.

Actual personal telephone call charges shall be reimbursed in the following manner: the maximum reimbursement allowable for actual calls made for each trip shall be the result of multiplying the number of nights away from home by three (3) dollars.

Section 5. Meal Allowances. 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:

A. **Breakfast**. Breakfast reimbursements may be claimed only if the employee is on assignment away from his/her home station in a travel status overnight or departs from home in an assigned travel status before 6:00 A.M.

B. **Noon Meal**. 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.

C. **Dinner**. Dinner reimbursement may be claimed only if the employee is away from his/her home station in a travel status overnight or is required to remain in a travel status until after 7:00 P.M.

D. **Reimbursement Amount**. Maximum reimbursement for meals including tax and gratuity, shall be:

Breakfast	-	$ 7.00
Lunch	-	$ 9.00
Dinner	-	$14.00

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 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. Consecutive meals may include a dinner and a breakfast the subsequent morning.

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 the card in place of the advance. Reimbursements shall be made within the payroll period following the payroll period in which the employee submits the expenses.

Section 8. Training Expenses.

A. **Assigned Training**. When the Appointing Authority assigns an employee to training and/or developmental activities, such activities shall be considered to be work assignments. Release time, reimbursement for tuition and expenses shall be in accord with the applicable Administrative Procedure on job-related training and with this Article.

B. **Non-Assigned Training**. The Appointing Authority may approve release time and reimbursement for non-assigned training in accord with the applicable Administrative Procedure on employee training. Any expenses for reimbursements shall be in accord with this Article.

C. **Travel Time**. Employees attending conferences, seminars, workshops or training at their own initiative shall not be compensated for more than eight (8) hours per day, unless required by state or federal law.

   Employees attending these events at the direction of the Appointing Authority shall be compensated for hours of attendance and travel time.

D. **Appeal Procedure**. Upon request of the Local Union, an Appointing Authority shall develop an internal appeal system to review the denial of a training request. A copy of the appeal and the determination shall be sent to the Local Union. Such determination shall not be grievable.

Section 9. Parking. Any parking fee increase to the employee in a State-owned lot shall be limited to the actual cost increase.

In addition, it is agreed that State agencies must offer the Local Union an opportunity to meet and confer prior to implementing changes in local parking policies and prior to the relocation of agency offices.

Employees cannot be charged for parking if they do not use parking. This does not apply to absences of less than one (1) month or in situations where the employee voluntarily continues to pay the parking fee.

Section 10. Certification and Licensure. If the Appointing Authority decides to implement a new licensure and/or certification requirement, the Appointing Authority shall, upon request of the Union, meet and confer on the subject of reimbursement of necessary expenses involved in obtaining the licensure or certification for current employees in the job classification.

ARTICLE 21 - RELOCATION ALLOWANCES

Section 1. Authorization.

A. **Eligibility**. Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least thirty-five (35) miles from the employee's current work location or the change in residence is required by 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's new work location is thirty-five (35) miles or more from the current work location.

Employees who move to a new position as the result of a bid/expression of interest or who return to a former position during the trial period are not eligible for reimbursement of any relocation expenses.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within six (6) months or an extension has been approved by the Appointing Authority.

B. **Required Reimbursement**. The Appointing Authority shall reimburse relocation expenses, consistent with Section 2, to eligible employees who:

- are required by an Appointing Authority to change residence as a condition of employment.
- accept a promotion.
- must accept a layoff option beyond thirty-five (35) miles because no vacancy or bumping option is available within thirty-five (35) miles.
- 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.

C. **Partial Reimbursement Required**. The Appointing Authority shall reimburse relocation expenses, except realtor's fees, to eligible employees who have a layoff option available within thirty-five (35) miles of their work location but choose an option beyond thirty-five (35) miles to either maintain or take the least reduction in the hourly rate of pay.

The Appointing Authority shall reimburse moving and miscellaneous expenses, as provided in Sections 2C and D, to eligible employees who demote during the probationary period but after the trial period. Such employees are not eligible for reimbursement under Sections 2A and B.

D. **Discretionary Reimbursement**. The sending or receiving Appointing Authority may, at its sole discretion, reimburse relocation expenses to eligible employees who claim a vacant position in another seniority unit.

The Appointing Authority may limit the type and/or amount of reimbursement but may not exceed the provisions of Section 2.

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**. An employee 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 or until the date of the move to the new permanent residence, whichever comes first, and shall be allowed standard travel expenses to return to his/her permanent residence once a week while being lodged at his/her new station, or by mutual agreement between the employee and the Appointing Authority, travel between their original work station and their new work station on a daily basis. If the first option is used, 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. Employees shall not receive mileage reimbursement for daily commuting to work from the temporary residence.

B. **Temporary Living Expenses**. An employee may be reimbursed for the short-term rental of an apartment, house, or other residence instead of being reimbursed for hotel or motel room rental, with the written approval of the Appointing Authority, provided that the rental rate for the alternative housing is less than or comparable to hotel or motel rates and provided that the rental residence is available to all potential renters. When reviewing requests for rental of alternative short-term housing, Appointing Authorities may take into account the lower cost of groceries for the employee compared to reimbursement for restaurant meals.

C. **Realtor's Fees**. Realtor's fees for the sale of the employee's domicile, not to exceed $5,000, shall be paid by the Appointing Authority. Additional realtor's fees of up to $10,000 total may be paid at the discretion of the Appointing Authority.

D. **Moving Expenses**. The Appointing Authority 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 Appointing Authority 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 support blocks, skirts, and/or other attached fixtures.

E. **Documented Miscellaneous Expenses**. The employee shall be reimbursed up to a maximum of $1,000 for the necessary miscellaneous expenses directly related to the move. At their sole discretion, Appointing Authorities may authorize payment of additional relocation expenses incurred as the result of the work-related move up to the amount of $785. These expenses may include such items as: fees involved in the purchase of housing in the new location, disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the cost of moving up to two (2) cars, 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 20 (Expense Allowances)), or other direct costs associated with rental, purchase, or sale of a residence, including, but not limited to, attorney fees, loan origination fees, abstract fees, title insurance premiums, appraisal fees, credit report fees and government recording and transfer fees; fees for inspections or other services required by law or local ordinances..

Reimbursable miscellaneous expenses do not include, among others, rental of the employee's permanent residence, costs for improvements to either the old or new home or reimbursable deposits required in connection with the purchase or rental of the residence, real estate taxes, mortgage interest differentials, points, assessments, homeowner association fees, homeowners or renters insurance, mortgage insurance, hazard insurance, automobile or drivers license reissue fees, utility or other refundable deposits, boarding of pets, and the purchase of new furnishings or personal effects.

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 22 - WORK RULES

An Appointing Authority may establish and enforce reasonable work rules that are not in conflict with the provisions of this Agreement. Such rules shall be applied and enforced without discrimination. The Appointing Authority shall discuss and, upon request, meet regarding the changes in new or amended work rules with the Local Union, explaining the need therefor, and shall allow the Local Union reasonable opportunity to express its views prior to placing them in effect. Work rules will be labeled as new or amended and shall be posted on appropriate bulletin boards as far in advance of their effective date as practicable.

ARTICLE 23 - NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees in each bargaining unit without discrimination as to age, sex, marital status, sexual preference, race, color, creed, disability, national origin, or political affiliation or as defined by statute or executive order. The Union shall share equally with the Appointing Authority the responsibility for applying this provision of the Agreement.

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

The Union accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in each bargaining unit without discrimination, interference, restraint, or coercion because of membership or non-membership in the Union.

Employees covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees, the general public and/or clients.

See Appendix D entitled "Prohibition of Sexual Harassment."

ARTICLE 24 - MANAGEMENT RIGHTS

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

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

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

ARTICLE 25 - UNION RIGHTS

Section 1. Union Activities. With advance notice to the employee's immediate supervisor, the Appointing Authority agrees that during working hours, on the Appointing Authority's premises, and without loss of pay, the Local Union President or designated Union Representative shall be allowed reasonable time which does not unduly interfere with their normal duties to: post Union notices and announcements; transmit communications authorized by the Local Union or its Officers to the Employer or his/her representative; or consult with the Employer, his/her representatives, Local Union Officers, or other Union Representatives, concerning enforcement of any provisions of this Agreement.

See Article 10 for unpaid Union Leave provisions.

The Local Union shall be provided a reasonable amount of time at formal orientation programs to distribute the contract and steward list to new employees.

Section 2. Employee Bulletin Boards. The Appointing Authority shall furnish and maintain adequate bulletin board space in convenient places in the work areas to be used exclusively by the Union for posting pertinent Union information. It is specifically understood that posted materials shall not advocate any course of action contrary to the provisions of this Agreement nor shall it contain material of a partisan political or inflammatory nature.

ARTICLE 26 - 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 the decision, and all other valid provisions shall remain in full force and effect.

Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law, 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 27 - NO STRIKE OR LOCKOUT

Section 1. No Strikes. The Union agrees that it will not promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of M.S. 179A.18. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, 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 or compensation or the rights, privileges, or obligations of employment." (M.S. 179A.01, Subdivision 6.)

Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined. Any employee so disciplined may elect to grieve the discipline under Article 17 (Grievance Procedure) of this Agreement.

Section 2. No Lockouts. No lockout, or refusal to allow employees to perform available work, shall be instituted by the Employer and/or its Appointing Authorities during the life of this Agreement.

ARTICLE 28 - LEGISLATIVE RATIFICATION

Section 1. Action Required. It is understood that this Agreement must be approved by the Eighty-Sixth (86th) session of the Minnesota Legislature or by the Joint-Subcommittee on Employee Relations prior to implementation. The Employer shall draft all necessary ratification legislation required to implement fully the provisions of this Agreement. Legislation required by this Agreement shall include those items necessary to implement the provisions of written agreements between the State of Minnesota and the Union. The Union is not committed to support any provision of legislation which does not specifically relate to the provisions of this Agreement.

The Employer shall furnish the Union a copy of the ratification legislation and shall consult with the Union regarding the correctness of the proposed ratification legislation.

Section 2. Legislation. The Employer and the Union pledge their complete and active support toward early ratification by the Legislature on legislation submitted in accord with Section 1 of this Article. The Employer and the Union will not support any legislative action which would alter the express provisions of this Agreement in any manner.

ARTICLE 29 - LABOR/MANAGEMENT COMMITTEES

Section 1. Purpose. The Employer and its Appointing Authorities, and the Union and its affiliated Local Unions, hereby endorse the goal of a mutually constructive, cooperative relationship between the parties. To help to promote and foster such a relationship, the parties agree to establish a structure of joint labor-management committees, at both statewide and agency levels.

Section 2. Statewide Committees. The parties agree to establish the following joint committees which shall function at the statewide level:

A. **Safety Committee**. This Committee shall be composed of no more than seven (7) representatives each from the Employer and the Union. The Committee shall meet at least monthly or upon the call of the Union or the Employer.

This Committee shall propose policies, programs and guidelines, as appropriate, in the following areas:

- Compliance with OSHA standards;
- Conditions of State facilities and buildings, including temperature and ventilation;
- Coordination for building safety issues for multi-Appointing Authority worksites;
- Feasibility of providing annual hearing and eye examinations and blood tests for employees whose job related duties may subject them to recognized health hazards;
- Training programs for Local Safety Committees' members;
- Right-to-Know Training;
- Communicable diseases in the workplace and the prevention thereof;

- Review workers' compensation claims experience and First Reports of Injury;
- The appropriate handling of bomb threats;
- Safety shoes for General Maintenance Workers;
- Methods of distribution of safety related policies;
- Review issues of VDT safety;
- Climate Stress Threshold Limits; and
- Additional issues of mutual concern.

The Committee shall make recommendations to the Commissioner of Minnesota Management & Budget, who may then refer them to other appropriate State officials.

B. **Affirmative Action Committee**. The Committee shall be composed of eight (8) persons designated by the Employer and an equal number of persons designated by the Union.

The Committee shall meet as determined by the parties. This Committee shall study:

- Affirmative action plans;
- Affirmative action goals and objectives, including specific procedures to promote achievement of hiring goals and protection of goals in event of layoff;
- Data, including labor market statistics to determine if protected class individuals are available for employment or exist in present State employment;
- Proposed solutions to existing problems brought to the Committee for review and discussion;
- Measures to provide maximum cooperation with goals and objectives determined by the Committee;
- Sexual harassment training;
- Possible methods of increasing employees' awareness of the types and effects of discrimination and the resources available to them to determine if they have been the object of discrimination; and
- Work with the ACCESS (Alliance for Collaboration and Cooperation in Employment and State Services), the Diversity Action Council and the Office of Diversity to develop statewide anti-discrimination and diversity training.

C. **Child Care Committee**. This Committee shall be composed of no more than five (5) representatives of the Employer and no more than five (5) representatives of the Union. The Committee shall:

- Disseminate information to Appointing Authorities regarding existing on-site child care facilities and the feasibility of establishing such facilities;
- Provide assistance to interested parties regarding the establishment of on-site child care facilities;
- Prepare informative materials on child care for employees, as appropriate;
- Address any other issues of mutual concern;
- Assist Local Unions and/or Appointing Authorities which wish to establish on-site child care.

D. **Parking Committee**. The Committee shall be composed of no more than five (5) representatives each from the Employer and the Union, and shall meet upon the request of either party. The Committee shall review:

- Parking fees for State-owned lots;
- Parking fees for privately owned lots leased by the State;
- Distance of State-owned or State-leased lots from the worksite;
- Need for and availability of shuttle bus service from distant parking lots; and,
- Security of lots and need for and availability of security escorts to and from lots.

The Employer may, with the approval of the Union, add to the Safety Committee and the Child Care Committee additional employees from other exclusive representatives.

Section 3. Local Labor/Management Committees. A Local Labor/Management Committee shall be established for each principal place of employment. Local Committees shall be composed of no more than seven (7) representatives from each principal place of employment and the Local Union(s).

The purpose of such Committees shall be to improve communications between the Appointing Authority and the Local Union and to serve as a forum in which issues of mutual concern can be discussed. The Committees shall have no authority to conduct negotiations on contractual issues nor are they intended to serve as a substitute for the Grievance Procedure of this Agreement.

Local Labor/Management Committees in existence on the effective date of this Agreement, may continue as currently constituted; however, such committees shall be governed by the general conditions expressed herein.

Local Labor/Management Committees shall meet at least quarterly, or as mutually agreed. Meetings shall be held during normal day shift working hours, and members shall receive no loss of pay for time spent at committee meetings. Travel and subsistences expenses incurred shall not be the responsibility of the Appointing Authority. However, reasonable travel time to and from committee meetings shall be without loss of pay, not to exceed the employee's regularly scheduled workday.

Local Labor/Management Committees may review and discuss agency training policies and expenditures, training on the use of new equipment and computer software, notice and training regarding new or revised laws and regulations, training on sexual harassment, issues related to assigned training, employee parking charges and other related subjects. The Committees may also discuss the issuance and administration of work rules, including dress codes, and designation of positions as "weather essential". Where no uniform committee exists, upon request of the Local Union or policy committee, the Appointing Authority or Agency shall meet and confer on uniform issues.

The parties shall include the matter of employee involvement in purchasing decisions on the agenda of at least one (1) meeting of the Labor/Management Committee during the term of this Agreement. (See page 162 of the Agreement for further information.)

Section 4. Telephones. The parties agree to meet and confer on the issue of the availability of telephones for employee use at each work location.

ARTICLE 30 - WORKERS' COMPENSATION

Section 1. Return to Work.

A. **Labor Management Committee**. Each Appointing Authority and Local Union shall establish a joint committee to discuss ways to facilitate the return to work of employees on Workers' Compensation. This Committee may be an existing Labor/Management Committee or a new committee.

B. **Employment**. The State agrees to maintain the policy of attempting to place employees who have incurred a work-related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.

C. **Union Notification**. When there are any special return to work accommodations for employees on Workers' Compensation, the Appointing Authority shall notify the Local Union and, upon request, shall meet with the Local Union.

D. **Article 12 Waiver**. The parties may agree to waive Article 12 by mutual agreement to implement this Section.

Section 2. Sick Leave/Vacation Leave Coordination. When an employee on Workers' Compensation benefits has decided to use sick leave, vacation leave or compensatory time to supplement his/her Workers' Compensation benefits the following procedure applies: The employee shall notify the Appointing Authority in writing that he/she wishes to supplement his/her Workers' Compensation check through use of sick leave, vacation leave or compensatory time. Sick leave must be exhausted before the vacation leave or compensatory time can be used. The Appointing Authority shall obtain from the Workers' Compensation Division the amount of the benefit check and automatically authorize a payroll check in the amount of the difference between the benefit check and the employee's regular gross pay for the employee's normal pay period. The employee's sick leave, vacation leave or compensatory time balance shall be reduced by the amount of the payroll check divided by the employee's hourly rate of pay at the time the payroll check is issued.

An employee who uses sick leave or vacation leave or compensatory time while awaiting the determination of the Worker's Compensation claim shall retain the Worker's Compensation payment. The Appointing Authority shall collect the payroll overpayment by processing a prior period adjustment(s). The Appointing Authority shall credit back to the employee's sick leave, vacation leave or compensatory time the number of hours equal to the amount of the Worker's Compensation check divided by the employee's hourly rate.

Section 3. Insurance. Benefits provided under Article 19 shall continue as long as an employee meets the eligibility requirements of Article 19 and is off the State payroll due to a work-related injury or work-related disability and is receiving or is eligible to receive Workers' Compensation payments.

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. 1982, 176.191, Subdivision 3 if a dispute exists as to whether an employee's injury is compensable under Minnesota Statutes Chapter 176.

ARTICLE 31 - EMPLOYEE ASSISTANCE PROGRAM

The Union and the Employer recognize that problems not directly associated with the employee's job function can affect an employee's job performance. The Union and the Employer believe it is in the interest of the employee, his/her family, and the Employer to provide a voluntary employee assistance program which offers confidential, professional help to employees and their dependents to resolve such problems. To that end, both parties hereby endorse and support the State of Minnesota's Employee Assistance Program, as established and operated by Minnesota Management & Budget. A referral to EAP shall not be referenced on a performance appraisal or evaluation. The Employer and the Union agree to form a Joint Labor/Management Committee on Employee Assistance. The Committee will be composed of an equal number of representatives for the Union and the Employer. The Committee shall be chaired by the Director of the Employee Assistance Program. The Committee shall review the state EAP program, EAP provider networks, and EAP training programs for employees and supervisors. The Employer may, with the approval of the Union, add to the Committee additional employees from other exclusive representatives.

ARTICLE 32 - ADA/WORKERS' COMPENSATION

Section 1. Purpose. The Union and the Employer agree that they have a joint obligation to comply with the Americans with Disabilities Act (ADA). The Union and the Employer agree that they have the obligation to consider accommodation requests from qualified ADA individuals and employees returning from workers' compensation injuries. The Employer agrees to maintain the policy of attempting to place employees who have incurred a work-related disability in areas of work which would fit the employee's physical capabilities but not to create a job just to provide employment.

The Appointing Authority shall provide these reasonable accommodations in a fair and equitable manner. Should reasonable accommodation request(s) raise the question of waiving the collective bargaining agreement, the Employer and the Union shall follow the procedures in Section 3.

Section 2. Information. Both parties recognize their responsibility for confidentiality. The Union agrees to prepare an informational brochure which the Appointing Authority will provide to any employee who requests a reasonable accommodation. Upon request of the Local Union, the Appointing Authority shall provide a report of all accommodation requests, whether each request was approved or denied, accommodations made, and the cost of each accommodation.

Section 3. Process. Upon request, an employee seeking an accommodation shall be entitled to union representation. The union representative and the employee shall be allowed a reasonable amount of time during working hours, without loss of pay, to discuss the request. The Appointing Authority shall review employee requests for accommodations considering ADA guidelines on equipment purchase or modification, accessibility improvement, and scheduling modifications and/or restructuring of current positions and duties allowable under the collective bargaining agreement, before considering or requesting waiver of the collective bargaining agreement.

If the Appointing Authority determines that contract waiver is necessary, it shall contact the local union to convene a meet and confer to be held within a reasonable time during normal working hours with union designee(s) on employer-paid time. At this meeting, the Appointing Authority shall inform the local union of the employee's restriction(s) subject to each party's confidentiality obligations, the specific article(s) to be waived and the manner in which the Appointing Authority proposes to modify that article(s).

At this meeting, the Appointing Authority shall also consider additional options presented by the Local Union. Between the meet and confer and notification to the Appointing Authority of the Local Union's decision, the Appointing Authority may make temporary accommodations. Any contract waiver must be agreed to by both the Appointing Authority and the Local Union or the Council 5 Executive Board.

If an employee's job duties are changed as a result of an accommodation, the employee's supervisor shall inform the employee's co-workers of any restrictions that might impact on their job duties. The supervisor shall use discretion when relaying this information.

ARTICLE 33 - DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the 1st day of July, 2009, subject to the acceptance of the Eighty-Sixth (86th) session of the Legislature or the Joint-Subcommittee on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 2011.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than October 1 of even-numbered years that it desires to modify the Agreement. In the event such notice is given, negotiations shall commence not later than March 1st of odd-numbered years.

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 thereof, the parties hereto have set their hands this 26th day of June, 2009.

FOR THE UNION

Eliot Seide
Executive Director
AFSCME, Council No. 5, AFL-CIO

Robert Hilliker
State Field Director

Al Lehrke
Field Representative/Chief Negotiator

FOR THE EMPLOYER

Tom J. Hanson
Commissioner of Minnesota Management & Budget

Paul A. Larson
Assistant Commissioner of Minnesota Management & Budget
State Negotiator

Chad Thuet
Assistant State Negotiator

Joy Hargons
Labor Relations Representative Principal

Rebecca Wodziak
Labor Relations Representative Principal

APPENDIX A - HOLIDAYS

This table should be used for employees who are appointed or recalled or on a voluntary reduction in hours during a pay period in which a holiday occurs as described in the letter in Appendix A1. Such employees shall have their holiday pay prorated on the following basis, based on the hours worked or paid in the next pay period which does not include a holiday. This table should also be used for employees who are laid off or terminated during a pay period in which a holiday occurs, but the proration should be based on the hours worked or paid in the most recent previous pay period which does not include a holiday.

**Hours worked or paid	Holiday hours earned for each holiday in the pay period.
Less than 9½	0
At least 9½, but less than 19½	1
At least 19½, but less than 29½	2
At least 29½, but less than 39½	3
At least 39½, but less than 49½	4
At least 49½, but less than 59½	5
At least 59½, but less than 69½	6
At least 69½, but less than 72	7
At least 72	8

**These hours include paid leaves of absence, paid vacation and sick leave, and compensatory time off, but excludes overtime hours.

APPENDIX A1 - HOLIDAYS

For employees not covered by Appendix A, eligible employees who normally work less than seventy-two (72) hours per pay period and eligible intermittent employees and temporary employees shall have their holiday pay prorated on the following basis.

Table 1: For pay periods containing one holiday:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4.5	0
At least 4.5, but less than 13.5	1
At least 13.5, but less than 22.5	2
At least 22.5, but less than 31.5	3
At least 31.5, but less than 40.5	4
At least 40.5, but less than 49.5	5
At least 49.5, but less than 58.5	6
At least 58.5, but less than 67.5	7
At least 67.5	8

Table 2: For pay periods containing two holidays:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 4	0
At least 4, but less than 12	1
At least 12, but less than 20	2
At least 20, but less than 28	3
At least 28, but less than 36	4
At least 36, but less than 44	5
At least 44, but less than 52	6
At least 52, but less than 60	7
At least 60	8

Table 3: For pay periods containing three holidays:

**Hours worked or paid:	Holiday hours earned for holiday
Less than 3.5	0
At least 3.5, but less than 10.5	1
At least 10.5, but less than 17.5	2
At least 17.5, but less than 24.5	3
At least 24.5, but less than 31.5	4
At least 31.5, but less than 38.5	5
At least 38.5, but less than 45.5	6
At least 45.5, but less than 52.5	7
At least 52.5	8

**These hours include hours worked, paid leaves of absence, paid vacation and sick leave, and compensatory time off, but excludes overtime hours.

For part-time employees only, uncompensated approved leave will be counted as "hours paid" but only for scheduled hours for which the employee requests and is granted time off as an unpaid leave of absence. A change in unscheduled days does not constitute an unpaid leave. See the following letter.

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

May 26, 1999

Mr. Peter Benner, Executive Director
AFSCME Council 6, AFL-CIO
300 Hardman Avenue South
South St. Paul, MN 55075

Dear Pete:

As we discussed in negotiations, the State and the Union have agreed to change the method used to calculate holiday pay proration for employees who work less than full time. This change will be effective on October 1, 1997.

The State will provide the following direction to agencies in this matter:

Part-time employees and eligible intermittent employees who are not working on the holiday shall have holiday pay calculated based on the number of hours paid in the pay period divided by the number of non-holiday hours in the pay period. For example: for pay periods containing one **holiday, the employee's hours paid would be divide**d by 72; for pay periods containing two **holidays, the employee's hours paid would be divided by 64; and for pay periods containing three holidays, the employee's hours paid would be divided by 56. This ratio will then be multiplied by** eight and rounded to the nearest whole hour to determine the number of holiday hours paid. See Appendix A1.

For part-**time employees only, uncompensated approved leave will be counted as "hours paid," but** only for scheduled hours for which the employee requests and is granted time off as an unpaid leave of absence. Such approved leave without pay (LWOP) must be clearly marked on the timesheet and will be coded as such. A change in unscheduled days does not constitute an unpaid leave.

Overtime compensated at the rate of time and one-half shall not count as hours worked or paid. **Overtime compensated at the rate of straight time (i.e. "part-time pilot" situations) shall count as** hours worked or paid.

If an employee is appointed or recalled during a pay period in which a holiday(s) occurs, and the employee is eligible for holiday pay, the proration shall be based on the hours worked or paid in the next pay period which does not include a holiday. For this purpose, and for those employees on a voluntary reduction in hours, use the table in Appendix A.

If an employee is laid off or terminated during a pay period in which a holiday(s) occurs, and the employee is eligible for holiday pay, the proration shall be based on the hours worked or paid in the most recent pay period which does not include a holiday. For this purpose, use the table in Appendix A.

Sincerely,

Wayne Simoneau /s/
Deputy Commissioner

APPENDIX B - 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 LENGTH OF SERVICE

No. Hours Worked/Paid During Pay Period**	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 18 years	After 18 thru 25 years	After 25 thru 30 years	After 30 years
Less than 9½	0	0	0	0	0	0	0
At least 9½, but less than 19½	.75	1	1.25	1.5	1.5	1.75	1.75
At least 19½, but less than 29½	1	1.25	1.75	2	2	2.25	2.25
At least 29½, but less than 39½	1.5	2	2.75	3	3	3.25	3.5
At least 39½, but less than 49½	2	2.5	3.5	3.75	4	4.25	4.5
At least 49½, but less than 59½	2.5	3.25	4.5	4.75	5	5.5	5.75
At least 59½, but less than 69½	3	3.75	5.25	5.75	6	6.5	6.75
At least 69½, but less than 79½	3.5	4.5	6.25	6.75	7	7.5	8
At least 79½	4	5	7	7.5	8	8.5	9

**For purposes of this Appendix, "hours worked/paid" means all hours worked, and all paid leaves of absence, paid vacation and sick leave, paid holidays and compensatory time off. Overtime hours are included in "hours worked/paid" based on the number of hours worked, not the number of hours compensated.

APPENDIX C - 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

Number of Hours Worked/Paid During Pay Period**	Number of Hours Accrued
Less than 9½	0
At least 9½, but less than 19½	.75
At least 19½, but less than 29½	1
At least 29½, but less than 39½	1.5
At least 39½, but less than 49½	2
At least 49½, but less than 59½	2.5
At least 59½, but less than 69½	3
At least 69½, but less than 79½	3.5
At least 79½	4

**For purposes of this Appendix, "hours worked/paid" means all hours worked, and all paid leaves of absence, paid vacation and sick leave, paid holidays and compensatory time off. Overtime hours are included in "hours worked/paid" based on the number of hours worked, not the number of hours compensated.

APPENDIX D - PROHIBITION OF SEXUAL HARASSMENT

It is agreed by the Employer and the Union that all employees have a right to a workplace free of verbal and/or physical sexual harassment. "Sexual harassment" includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or communication of a sexual nature when:

1. Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment;

2. Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment; or

3. That conduct or communication has the purpose or effect of substantially interfering with an individual's employment or creating an intimidating, hostile, or offensive employment environment.

The Employer agrees that all agency complaint procedures for sexual harassment shall be opened to Union participation at the request of the complaining employee and that each Appointing Authority/designee shall inform a complaining party of this right. Further, the Employer and Union agree that agency complaint procedures covering sexual harassment are modified to include these additional requirements:

1. When a complaint of sexual harassment is initiated, a notice of a complaint in progress will be sent by the Appointing Authority/designee to the Union. If in filing a complaint an employee states that she/he is unable to function in the worksite from which the complaint arose, the Appointing Authority/designee shall conduct a preliminary investigation within two (2) working days. If this preliminary investigation establishes that a reasonable basis for the employee's concern about continuing in the work situation exists, the Appointing Authority/designee shall take intervening action to defuse the situation which may include temporarily reassigning either party until such time as the complaint is fully investigated, there is a finding, and corrective action, if required, is implemented.

2. Within thirty (30) calendar days, the Appointing Authority/designee shall conduct a full investigation and prepare a report along with designated actions to be taken to remedy the complaint. If the complaining employee has requested the Union's involvement in the complaint, the Union's representative as well as the complainant shall be provided a written summary of the findings and resolution. The Union and Employer agree that all hearings and records shall be private and that reprisal against an aggrieved employee or a witness is prohibited.

3. If the Appointing Authority fails to respond or fails to resolve the matter to the satisfaction of the appealing party, then the complaint may be referred to the Equal Opportunity Division of Minnesota Management & Budget for review within twenty-one (21) calendar days of the response or lack of response by the Appointing Authority. The Equal Opportunity Division shall confer within ten (10) working days with the Appointing Authority/designee involved in an attempt to resolve the complaint.

Any complaint which is not resolved by this procedure is not subject to the provisions of Article 17 of the Master Agreement between the Union and the Employer. Such unresolved complaints, if pursued, must be filed with the Minnesota Department of Human Rights within one (1) year of the occurrence of the alleged harassment.

APPENDIX E

Compensation Grid 25
Unit 25 Radio Communications Operators
Effective 7/1/2009 - 6/30/2011

Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	
Range															Range
64	HR	15.68	16.17	16.70	17.13	17.60	18.09	18.64	19.11	19.70	20.31	20.92	21.52	22.16	64
	YR	32,740	33,763	34,870	35,767	36,749	37,772	38,920	39,902	41,134	42,407	43,681	44,934	46,270	
Step		01	02	03	04	05	06	07	08	09	10	11	12	13	
Comp Code		A	B	C	D	E	F	G	H	I	J	K	L	M	

HR - Hourly Salary Rate
YR - Yearly Salary Rate
Monthly Salary Rate - 174 x Hourly Salary Rate

Unit 25 AFSCME Radio Communications Operators
Classes and Salaries as of July 1, 2009

JOB CODE	JOB TITLE	GRID ID	BARG UNIT	COMP CODE	MINIMUM HOURLY	MAXIMUM HOURLY
000583	Radio Communications Operator	25	225	64M	15.68	22.16

APPENDIX F - APPOINTING AUTHORITY/DESIGNEE'S DUTY TO FURNISH INFORMATION TO EXCLUSIVE REPRESENTATIVES REGARDING CONTRACT GRIEVANCES

I. **Purpose**

To provide guidelines for State agencies regarding release of information requested by exclusive representatives as part of the grievance process so that Appointing Authorities/designees can determine what information to release and when to release it.

II. **Policy**

Under the Public Employment Labor Relations Act (PELRA), exclusive representatives have rights to information which is relevant to enforcement of the collective bargaining agreement and is necessary for them to make informed decisions about processing grievances. Consequently, subject to these guidelines, Appointing Authorities/designees must furnish to the exclusive representatives requested information that is necessary for the exclusive representatives to fulfill their duty of representation. Disclosure of such information must be consistent with the Minnesota Government Data Practices Act, the Minnesota Vulnerable Adults Act and any other applicable state or federal statute.

III. **What Information Should Be Disclosed To The Exclusive Representatives**

A. An Appointing Authority/designee has no duty to supply exclusive representatives with information absent a request from the exclusive representative.

B. Non-public information that is requested must be relevant to the exclusive representative's role in representing employees in the bargaining unit. Information is relevant if it appears to be "reasonably necessary" for the exclusive representative to perform its duty to investigate and process grievances or to fulfill its collective bargaining objectives. Unless the disclosure of data is prohibited by statute (e.g., Vulnerable Adults Act, Data Practices Act) or plainly appears irrelevant, the information must be disclosed to the exclusive representative, if so requested. If the Appointing Authority/designee withholds information on the basis of a provision of the Data Practices Act, the Appointing Authority/designee is required to explain, orally and in writing, the statutory basis for the refusal to provide such information.

It should be noted that exclusive representatives have the same right to obtain "public" data as any other party. This right exists even if the data requested appears irrelevant to a grievance at hand or some other business of the exclusive representative.

C. Information must be released to the exclusive representative in a useful and timely fashion. This does not mean that the Appointing Authority/designee must necessarily provide the information in the form requested by the exclusive representative. However, under the Data Practices Act, the Appointing Authority/designee is required, upon request, to explain the meaning of the data that is being provided.

D. If the Appointing Authority/designee believes that collecting or compiling requested information is unduly burdensome, or that the exclusive representative's request for information is too broad or vague, the Appointing Authority/designee must raise this problem with the exclusive representative promptly. In this situation, the Appointing Authority/designee must attempt to work out acceptable arrangements with the exclusive representative so that the release of the information can accommodate the needs of both parties. In short, an Appointing Authority/designee cannot refuse to release information simply due to administrative hardships or solely because the request is not specific enough.

Unless there are specific contract provisions to the contrary, the Appointing Authority can require that the exclusive representative pay the actual costs of gathering the information and making and compiling the copies.

IV. Information That May Be Protected

Certain information under the Data Practices Act is considered "private" information. This means that only the individual upon whom the information is based has access to the data, unless the individual consents to the release of the data. Therefore, if an exclusive representative requests "private" data on an individual, such information cannot be released until the exclusive representative presents to the Appointing Authority/designee a proper and appropriate consent form from the involved individual permitting the Appointing Authority/designee to release the information to the exclusive representative. If such a consent is obtained and the information is relevant, the data must be released to the exclusive representative.

Also, under the Vulnerable Adults Act, certain types of information, such as data on residents, clients, patients, and names of individuals reporting resident abuse to the DHS licensing agency under that specific section of the statute, are "private" and may not be released to the exclusive representative unless the exclusive representative presents the Appointing Authority/designee an informed consent from the involved individual or guardian.

If the exclusive representative requests information that is "confidential" under the Data Practices Act, the request must be denied. For example, during the period when the Appointing Authority/designee is in the process of conducting an investigation regarding employee misconduct, witness statements, interview notes, and formal investigatory reports are considered "civil investigative data." Such data is classified as "confidential" under the Data Practices Act. Therefore, the Appointing Authority/designee may not release any of this kind of data to the exclusive representative. However, once the investigation has been completed and disciplinary action has been taken, witness statements, interview notes, and formal investigatory reports are releasable to the exclusive representative upon request.

V. Fear Of Retaliation Against Management's Witness

At times, the Appointing Authority/designee may have reason to believe that releasing the names of witnesses or their statements to the exclusive representative may subject witnesses to harassment. However, in general, a mere belief that witnesses may be subjected to harassment should not preclude releasing the names. Rather, there must be evidence that the witnesses are being or would be subjected to harassment if the exclusive representative were aware of the names. It is anticipated that this type of situation would occur rarely. However, if it does occur, then the Labor Relations Bureau should be notified so that appropriate arrangements can be made to safeguard the witnesses. The names will eventually be released to the exclusive representative with witness statements or summaries thereof, but under controlled conditions.

VI. "When" The Requested Information Should Be Released To The Exclusive Representative

Generally, an exclusive representative should not be given data or information prior to a formal grievance being filed. However, if the Appointing Authority/designee believes that disclosing certain information to the exclusive representative could resolve a dispute thereby preventing the filing of an official grievance, the Appointing Authority/designee may decide to disclose such information. Thus, "pre-grievance" disclosure is optional with the Appointing Authority/designee, consistent with all of the above guidelines.

The Labor Relations Bureau encourages Appointing Authorities to cooperate in the release of information at an early stage in the grievance process. Often grievances can be resolved at these earlier steps if the exclusive representative has access to information upon which to base a decision as to whether or not to proceed with the grievance. Accordingly, if an exclusive representative requests relevant information at the first or second step of the grievance procedure, generally the information should be released unless the issue has not yet crystallized to the point where the Appointing Authority can determine whether or not the requested information, if non-public, is relevant. However, before disclosing such information, line supervisors and managers should be aware of the implication such information will have on the impact the final outcome of the grievance.

If the information has not been released at an earlier stage and an exclusive representative requests information at the third step of the grievance procedure, the Appointing Authority/designee must release the information, under the standards discussed in this policy, to the exclusive representative. The Appointing Authority/designee should consider meeting with the exclusive representative prior to the actual third step meeting to disclose as well as explain the information in a single setting. A third step meeting would then be held at a later time. Another option is to begin the third step meeting by providing the information to the exclusive representative, explaining it as necessary, and then proceeding with the meeting.

VII. **Exceptions**

Each request for information should be reviewed on a case-by-case basis. The specific facts of any particular situation will determine the appropriate action. If the Appointing Authority/designee has any questions as to what information should be released and/or when it should be released, the Labor Relations Bureau should be contacted.

APPENDIX G - POLICY ON VDT ERGONOMICS

Prepared Jointly by AFSCME, Council 5 and
Minnesota Management & Budget Through
A Joint Labor-Management Committee

Purpose and Scope. This policy is intended to provide guidelines to state agencies and employees addressing ergonomic considerations associated with the operation of Video Display Terminals (VDTs).

Specifically, this policy provides agencies with options they should explore to enhance the general working conditions of those employees who operate a VDT and encourages discussion with employees who will be operating new VDT hardware and/or software being purchased.

This policy is not subject to the grievance and arbitration provisions contained in Article 17 of this Agreement.

Policy. It is the policy of the State Executive Branch to provide employees who work with VDT's on a continuing and substantial basis with a consistent reference in regard to recognized workplace hazards and work station comfort which would enable state employees to perform productively.

Policy Guidelines

A. **Illumination**: Effective illumination in the space housing VDTs/CRTs (Cathode Ray Tube) is an important part of insuring health and user comfort. Lighting levels for VDT/CRT work should be substantially lower than for tasks using printed materials or in traditional office work. Illumination is measured in units called lux, or footcandles. While the lighting in offices is usually 750 lux (75 footcandles) and higher, the lighting level where VDTs are used should be in a lower range (200-500 lux or 20-50 footcandles).

   Lower lighting can be accomplished by simply removing bulbs or reaching an agreement with the building lessor to make arrangements for more suitable lighting conditions. Task lighting may be necessary in areas where illumination levels are particularly low. The Safety and Workers' Compensation Director's Office or your Department Safety Officer are able to provide assistance in determining appropriate lighting levels.

B. **Control of Glare and Reflection**: Glare and reflection are primary problems for employees who operate VDT/CRTs. As a result of these problems, operators may incur eye discomfort or eye strain. A number of corrective actions should be taken to alleviate these problems including the use of indirect lighting, covering windows with blinds, repositioning work stations so that operators are not facing windows or bright lights, and use of hoods around screens. As a general rule, screens should not be placed with a window directly in front or behind the terminal and the screen should be positioned at a 90 degree angle to windows. Managers should review VDT/CRT work areas and act to correct glare and reflection problems.

C. **Work Station Design**: Many musculoskeletal problems of fatigue and stress which may arise through VDT/CRT use can be reduced through proper work station design. Agencies should consider suggested ergonomic recommendations when purchasing equipment, redesigning work areas, and when employees express concerns. It is the policy of the employer to select equipment which meets industry standards in regard to character height and width, character spacing, word and line spacing, and character format. Aspects which should be considered in work station design include screen placement and color; keyboard, chair, and table height; and use of related equipment to reduce strain and maximize the comfort of the work station. Examples of such considerations include:

- Adjustable platforms for terminals and keyboards. An operator's arms should be parallel to the floor when keying.

- Proper distance between the eyes and the screen (suggested between 18 and 30 inches) and use of screens which are capable of tilting backwards to provide a comfortable viewing angle.

- Keyboards that are detachable or separate from the terminal so that their placement for height and angle can be adjusted by the operator. Other keyboard factors may include size and weight of the keyboard and the keytouch.

- Use of wrist supports. There are different kinds of equipment available for supporting wrists during keying including padded wristrests or chairs with wrist support arms.

- Use of footrests if necessary to have the operators feet resting flat on the floor.

- Color of screens seems to be a matter of personal preference, although some research has shown that red and blue should be avoided. Most screens in use today are called negative polarity, or light characters against a dark background. Some people appear to prefer positive polarity, or dark characters on a light background because they feel it aids in focusing, requires less adaptation by the viewer, and decreases glare and reflections on the screen.

- Use of document holders to keep printed materials at the same height, plain and angle as the screen, thus eliminating excessive twisting and bending movements of the neck, as well as minimizing constant eye refocusing.

Assigning employees to specific work stations, as much as possible, is advisable to prevent the need for frequent readjustments. Your Department Safety Officer or the Safety and Workers' Compensation Director's Office may be called upon for assistance in designing work stations.

D. **Office Environment/Design**: Extraneous factors such as noise, humidity, and heat produced by the VDT/CRT can add to operator discomfort and stress. Locating work stations away from heat and cooling vents provides for increased operator comfort. Printers are often a major source of excessive noise for VDT work. Decreased noise levels can be obtained by installing acoustic pads and covers for printers or by locating printers in another room or at a distance from workers.

E. **Maintenance of Equipment**: Regular inspection of terminals and work station equipment should be conducted by the operator as part of his/her regular duties. Frequent inspections of the display screen controls should be conducted to ensure they are operating correctly, as well as chair adjustments. Screens should also be dusted regularly to provide maximum visual clarity. The manager or supervisor should periodically monitor this activity to ensure that operators are carrying out their responsibilities. In the event that service is necessary, the vendor should be contacted.

F. **VDT Work Routine Interruptions**: Employees should periodically be given the opportunity to work on alternate tasks, enabling the operator to flex other parts of their body and adjust vision to different site conditions. Alternate tasks are particularly important when the operator spends a large amount of uninterrupted time at the terminal. Incorporating non-VDT tasks into the job whenever possible is helpful in relieving the monotony that can be caused by performance of repetitive tasks and can give the employee the opportunity to build additional job skills. In addition to the above recommendations, the collective bargaining agreement between the State of Minnesota and AFSCME, Council No. 5, provides for alternative work assignments or a rest period during each four hour period, in addition to the regular rest periods (Article 11, Section 3E).

APPENDIX H - STATUTORY LEAVES

Following are the citations for leaves designated by the Legislature. These leaves are subject to change or repeal. These leaves are not grievable or arbitrable under Article 17 of this contract.

3.088	Leave of Absence to Serve as a Legislator or For Election to a Full-time City or County Office
15.62	Athletic Leave of Absence
43A.185	Disaster Volunteer Leave
43A.187	Blood Donation Leave
43A.32	Leaves of Absence for Classified Employees Who Become Elected Public Officials or Candidates
181.940 - 181.943	Parenting Leave, School Conference and Activities Leave, and Sick Child Care Leave
181.945	Bone Marrow Donation Leave
181.946	Leave for Civil Air Patrol Service
181.947	Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service
181.948	Leave to Attend Military Ceremonies
192.26, 192.261	Military Service Leave
202A.135	Leave Time from Employment; Party Officers; Delegates to Party Conventions
202A.19	Precinct Caucus Leave
204B.195	Time Off From Work to Serve as Election Judge
204C.04	Time Off to Vote in a State Primary Election, a Presidential Primary Election, or an Election to Fill a Vacancy in the Office of United States Senator or United States Representative

APPENDIX I

The following "Statewide Policy on FMLA" and "Frequently Asked Questions" are subject to change by the Employer and are not grievable or arbitrable under this Collective Bargaining Agreement.

1/09

STATEWIDE POLICY ON FMLA

Purpose

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

Policy

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

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

Definitions

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

"ACTIVE DUTY" 825.126

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

1) Retired members of the Regular Armed Forces and members of retired Reserve who retired after completing 20 years of active service;

2) All reserve unit component members in case of war or national emergency;

3) Unassigned members of the Ready Reserve; and

4) The National Guard and state military during war or cases of national emergency as declared by the President or Congress.

"COVERED SERVICEMEMBER" 825.126

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

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

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

1) Because of a serious health condition, the family member or covered servicemember is unable to care for his or her own basic medical, hygienic, nutritional needs or safety; or is unable to transport himself or herself to the doctor.

2) The employee is needed to provide psychological comfort and reassurance which would be beneficial to a child, spouse or parent with a serious health condition who is receiving inpatient or home care.

3) The employee may be needed to fill in for others who are caring for the family members or covered servicemembers, or to make arrangements for changes in care, such as transfer to a nursing home.

4) The employee may be needed to care for a covered servicemember with a serious injury or illness incurred in the line of duty on active duty for which he or she is undergoing medical treatment, recuperation, or therapy or in outpatient status, or otherwise on the temporary disability retirement list.

"HEALTH CARE PROVIDER" 825.125

a) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the State in which the doctor practices.

b) Others capable of providing health care services including only:

- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the State.

- Nurse practitioners, nurse-midwives, clinical social workers and physician assistants who are authorized to practice under State law.

- Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Massachusetts.

- Any health care provider from whom an employer or the employer's group health plan's benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits, including a foreign physician.

"INCAPABLE OF SELF-CARE" 825.122

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

"IN LOCO PARENTIS" 825.122

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

"NEXT OF KIN" 825.127

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

1) Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;

2) Brothers and sisters;

3) Grandparents;

4) Aunts and uncles;

5) First cousins;

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

"PARENT" 825.122

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

"PHYSICAL OR MENTAL DISABILITY" 825.122

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

"QUALIFYING EXIGENCY" 825.126

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

1) **Short notice deployment** – leave to address issues that arise from the fact that a covered servicemember is notified of an impending call or order to active duty seven days or less prior to the date of deployment. Leave under this event can be used for a period of seven calendar days beginning on the date the covered military member is notified of the impending call or order to active duty.

2) **Military events and related activities** – leave to attend any official ceremony, program or event sponsored by the military that is related to the active duty or call to active duty status of the covered military member or to attend family support or assistance programs and information briefings sponsored or promoted by the military, military service organizations or the American Red Cross that relate to the active duty or call to active duty.

3) **Children and school activities** – events include:

   (a) Leave to arrange for alternative childcare if the call to duty necessitates a change in existing childcare arrangements.

   (b) Leave to provide childcare on an urgent immediate basis provided such care arises from the call to active duty.

(c) Leave to enroll in or transfer to a new school or day care facility when necessitated by the active duty status.

(d) Leave to attend meetings with staff at a school or daycare facility, such as meeting with school officials regarding disciplinary measures, parent-teacher conferences, or meeting with school counselors when such meetings are necessary due to circumstances arising from the call to active duty.

4) **Financial and legal arrangements** – events include:

(a) Leave to make or update financial or legal arrangements to address the covered military member's absence while on active duty or call to active duty such as preparing and executing financial and healthcare powers of attorney, transferring bank account signature authority, obtaining military identification cards or updating a will or living trust.

(b) Leave to act as covered military member's representative before a federal, state or local agency for purposes of obtaining, arranging or appealing military services benefits while the covered servicemember is on active duty and for a period of 90 days following the termination of the covered servicemember's active status.

5) **Counseling** – leave to attend counseling provided by someone other than a health care provider for oneself, for the covered military member or for a child, provided that the need for counseling arises out of the active duty or call for active duty.

6) **Rest and recuperation** – leave to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during a period of deployment. Employees may take up to five days for each instance of rest and recuperation.

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

(a) Leave to attend ceremonies, reintegration briefing and events or any other official programming or ceremony sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status.

(b) Leave to address issues that arise from the death of a covered military member while on active duty status such as meeting and recovering of the body and making funeral arrangements.

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

"SERIOUS HEALTH CONDITION" 825.114 and 825.115

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

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

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

1. **A period of incapacity** (i.e., inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefor, or recovery therefrom) **of more than three consecutive calendar days; and**

2. Any subsequent treatment or period of incapacity relating to the same condition, that also involves:

   (a) **Treatment two or more times** within 30 days of the first day of incapacity, unless extenuating circumstances, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under order of, or on referral by, a health care provider; **or**

   (b) **Treatment** by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider.

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

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

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

   Chronic serious health condition is defined as one which:

   (a) Requires periodic visits (defined as at least twice per year) for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; and

   (b) Continues over an extended period of time; and

   (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.); or

E. **Permanent or long term condition**. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider, (e.g., Alzheimer's, a severe stroke, or the terminal stages of a disease); or

F. **Multiple treatments**. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention such as cancer (radiation, chemotherapy, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).

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

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

A. Mental illness

B. Allergies; and

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

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

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

"SON" OR "DAUGHTER" 825.122

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

"SPOUSE" 825.122

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

"UNABLE TO PERFORM THE FUNCTIONS OF THE POSITION OF THE EMPLOYEE" 825.123

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

Procedures and Responsibilities

I. Eligibility

A. Employee Eligibility

1. The employee must have worked for the State of Minnesota for at least 12 months. The 12 months need not be consecutive, provided the employee's prior service occurred within the last seven years or, if the break in service was longer than seven years, was due to the employee's duty to fulfill his or her National Guard or Reserve military service obligation.

2. In addition, the employee must have worked at least 1,250 hours during the 12 months immediately preceding the request. The Fair Labor Standards Act requires employers to count hours of work only, not paid hours such as vacation, holidays, sick pay, unpaid leave of any kind, or periods of layoff. An employee returning from fulfilling his or her National Guard or Military obligation shall be credited with the hours of service that would have been performed but for the period of military service.

B. Reasons For Taking a Qualifying Leave

1. For the birth of the employee's child, and to care for such child.

2. For the placement with an employee of a child for adoption or foster care.

3. To care for the employee's spouse, son or daughter, or parent with a serious health condition.

4. Because of a serious health condition that makes the employee unable to perform one or more of the essential functions of an employee's job.

5. Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation.

6. To care for a covered servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

   a) In order to care for a covered service member, the eligible employee must be the spouse, son, daughter, parent, or next of kin of the covered service member.

   b) Under this provision, employees are entitled to 26 weeks of leave during a single 12-month period.

   c) The single 12-month period begins on the first day the eligible employee takes FMLA to care for the covered servicemember and ends 12 months after that date.

   d) If the member does not take the full 26 weeks during the single 12-month period, any remaining part of the 26 weeks is forfeited.

   e) Leave entitlement is to be applied on a per covered servicemember, per injury basis, thus entitling an employee to more than one period of 26 weeks of leave if the leave is to care for same service member with a subsequent injury or illness or if it is to care for a different covered service member, except that no more than 26 workweeks of leave may be taken in a single 12-month period.

   f) An eligible employee is entitled to combine a total to 26 weeks of leave for any FMLA qualifying reason during the single 12-month period provided that the employee is entitled to no more than 12 weeks of leave for one or more of the following:

      i. Birth of son or daughter
      ii. Placement of son or daughter with the employee for adoption or foster care
      iii. To care for a spouse, son, daughter or parent who has a serious health condition
      iv. Because of the employee's own serious health condition.
      v. Because of a qualifying exigency.

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

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

1. Notice describing the employee's obligations and explaining the consequences of a failure to meet the obligations.

2. The leave will be counted against the employee's twelve weeks of FMLA leave.

3. Any certification requirements (of a serious health condition, serious injury or illness or qualifying exigency) and the consequences of failing to furnish such certification.

4. Employee's right to use paid leave, whether the employer requires the substitution of paid leaves, and the employee's right to take unpaid leave if the employee does not meet the requirements for paid leave.

5. Requirements concerning payment of health insurance premiums.

6. The employee's potential liability for payment of health insurance premiums paid by the employer during FMLA leave if the employee fails to return to work after taking the leave.

7. The employee's rights to maintenance of benefits and restoration to the same or an equivalent job upon return from FMLA leave.

8. The employee's status as a "key employee" and its potential consequences.

D. Certification Requirements

1. In most cases, the Appointing Authority will request that an employee furnish certification where the requested leave is to care for a covered family member with a serious health condition or due to the employee's own serious health condition.

2. The Appointing Authority may require that an employee's leave because of a qualifying exigency or to care for a covered servicemember with a serious injury or illness be supported by a certification;

3. In most cases, the Appointing Authority will request the certification at the time the request for leave is made, or in the case of an unforeseen leave, within five (5) business days after the leave commences. However, the Appointing Authority may request a certification at some later date if it has reason to question whether the leave is appropriate or its duration.

4. If the Appointing Authority finds that any certification is incomplete or insufficient, it will advise the employee, and will state what additional information is needed.

5. If the required certification is not provided, the taking of the leave may be denied. In all cases it is the employee's responsibility to provide a complete and sufficient certification.

6. The Appointing Authority may request a fitness for duty certificate upon the employee's return to work.

E. Designating Leave and Required Notices

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

1. The amount of the leave counted against the employee's leave entitlement, including, if known, the number of days, hours or weeks that will be counted.

    a. If it is not possible to provide the amount because the need for the leave is unscheduled, the employee has the right to request this information but not more often than once in a 30-day period and only if leave was taken during that period.

2. Whether the employer will require paid leave to be substituted for unpaid leave, and that paid leave taken will be counted as FMLA leave.

3. Whether the employer will require the employee to provide a fitness-for-duty certification, and whether the fitness-for-duty certification must address the employee's ability to perform the essential functions of the job.

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

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

II. Coordination With Collective Bargaining Agreements/Plans

A. FMLA qualifying leaves of absence will be identified as those authorized under collective bargaining agreements or plans, i.e., medical leave or personal leave, dependent on which leave is appropriate.

B. The FMLA provides for an unpaid leave under certain circumstances. The employer shall require an employee to use sick leave for situations required by the collective bargaining agreements (e.g., for the employee's own serious health condition). The employer shall only require an employee to use vacation in specific instances allowed by the collective bargaining agreements. However, the employee may request and the employer shall grant vacation or compensatory time. **All paid time counts toward the twelve (12) weeks of FMLA qualifying leave.**

C. Complying with notice/call-in policies of the Appointing Authority. An Appointing Authority may require an employee to comply with its usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances. Failure to comply may result in the delay or the denial of the leave.

III. Job Benefits and Protection

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

B. An eligible employee returning from a FMLA qualifying leave is entitled to be returned to the same position and shift that the employee held when the FMLA qualifying leave began, or to an equivalent position and shift with equivalent benefits, pay, and other terms and conditions of employment.

C. Provided the employee returns to work immediately following his/her FMLA qualifying leave (i.e., does not follow the FMLA qualifying leave with additional unpaid leave), benefits must be resumed upon the employee's return to work at the same level as were provided when leave began. Any new or additional coverage or changes in health benefits must be made available to an employee while on FMLA qualifying leave.

IV. General Provisions

A. Recordkeeping

1. FMLA provides that the Appointing Authority shall make, keep, and preserve records pertaining to the obligations under the Act.

2. The records must disclose the following:

(a) Basic payroll data - name; address; occupation; rate of pay; hours worked per pay period; additions and deductions from wages; total compensation paid.

(b) Dates FMLA qualifying leave is taken.

(c) If FMLA qualifying leave is taken in increments of less than one full day, the number of hours taken.

(d) Copies of employee notices of leave provided to the employer; copies of all general and specific notices given to employees by the employer.

(e) Any documents describing employee benefits or employer policies or practices regarding taking of paid or unpaid leave.

(f) Premium payments of employee benefits.

(g) Records of any disputes between the employer and employee regarding designation of FMLA qualifying leave.

(h) Records and documents relating to medical certifications or medical histories of employees or employees' family members, which shall be maintained in separate confidential files.

B. Posting Requirements

1. Appointing Authorities must post a notice describing the Act's provisions. The notice must be posted in all areas where employees and applicants for employment would normally expect to find official notices, and may also be posted electronically, provided that it is in a conspicuous place on the Appointing Authority's website and is accessible to both applicants and current employees.

2. If an Appointing Authority publishes and distributes an employee handbook, information on employee entitlements and obligations under the FMLA must be included.

3. If the Appointing Authority does not publish or distribute a handbook, it must provide written guidance to employees when they request a FMLA qualifying leave and to each new employee upon hire.

C. Appeal Process

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

1. Internal

   a) Contact their Human Resources office, or;

   b) Contact their Labor Union/Association.

2. External

   a) File or have another person file on his/her behalf, a complaint with the Secretary of Labor.

      (1) The complaint may be filed in person, by mail or by telephone, with the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor. The complaint may be filed at any local office of the Wage and Hour Division; the address may be found in telephone directories or on the Department of Labor's website.

      (2) A complaint filed with the Secretary of Labor should be filed within a reasonable time of when the employee discovers that his/her FMLA rights have been violated, but in no event more than two (2) years from the date the alleged violation occurred, or three (3) years for a willful violation.

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

      or;

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

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

FREQUENTLY ASKED QUESTIONS

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

   An "eligible employee" is a State employee who:

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

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

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

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

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

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

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

   Exceptions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) An employee requesting leave shall be asked the question, "Is the request for paid or unpaid time off for the purpose of an FMLA qualifying event (yes) (no)?" An employee giving notice of the need for FMLA leave must explain the reasons for the needed leave so as to allow the Appointing Authority to determine whether it is qualifying.

b) If an employee requests a leave prior to completing a request for leave slip, a supervisor may ask the reason for the leave. The supervisor will ask for this information solely for the purpose of determining whether the leave is FMLA qualifying and/or if under the terms of the State's contracts or compensation plans an employee is eligible for paid or unpaid time off.

c) If the employee fails to explain the reason, leave may be denied.

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

a) Notices explaining the Act's provisions and providing information concerning the procedures for filing complaints of violations of the Act shall be posted in conspicuous places at the worksite.

b) An employee may ask his or her supervisor, contact the personnel office or their union to ask questions concerning the employee's rights and responsibilities under the FMLA.

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

No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The employee has the choice of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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DATE: June 30, 1991

TO: Agency Heads

FROM: Nancy Arneson McClure /s/
Deputy Commissioner - Labor Relations

PHONE: 296-8934

RE: Employee Involvement in Purchasing Decisions

During the recent round of negotiations between the State and AFSCME, Council No. 6, AFL-CIO, the Union expressed concerns regarding the lack of employees' participation and involvement in agency-level purchasing decisions on equipment and technologies. As a means of resolving this issue, we agreed to forward AFSCME's concerns directly to state agency heads.

Although it is understood that employees will not be making the ultimate purchasing decision, it is often helpful for supervisors and managers to consider the concerns and views of the employees before such decisions are made. In many cases, employees who currently operate the equipment or who will operate any new equipment/technology can offer valuable information, insight, and expertise regarding the various considerations that are involved in making equipment/technology purchasing decisions. For example, employees can offer suggestions concerning what type of equipment/technology to purchase, which type of equipment/technology best fits the needs of the workplace/operator, which type of equipment/technology would be most compatible with existing equipment/technology, etc.

The 1991-93 Agreement between the State of Minnesota and AFSCME, Council No. 6 agreed that purchasing would be discussed in the joint labor management committee for each state agency.

We are not implying with this memorandum that all agencies deny their employees opportunities for offering input into purchasing decisions. We do, however, want you to be aware of the perceptions which AFSCME has brought to our attention.

Please contact me should you have any questions or comments.

NM:tg

cc: Labor Relations Directors/Designees

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

July 26, 2005

Eliot Seide
Executive Director
AFSCME, Council No. 5, AFL-CIO
300 Hardman Avenue South, Suite 3
South St. Paul, MN 55075-2470

Dear Eliot:

In the 2005-2007 round of bargaining between the State and AFSCME, the State agreed to provide a letter explaining the process for applying for vacancies under the Multi-Source Recruitment and Selection process. All employees are encouraged to submit their resume to **the State's employment database. This may be done** on-line by accessing the State Careers website at http://www.careers.state.mn.us, or by submitting a paper resume to Minnesota Management & Budget, 400 Centennial Building, 658 Cedar Street, St. Paul, MN 55155. Applicants who have submitted a resume may also create different job search agents which will provide them with an overnight email notification whenever a position meeting their search criteria is advertised. That website also includes tips on how to create a resume and apply for state jobs.

Under the Multi-Source Recruitment and Selection process, all unlimited classified position **vacancies are advertised on the Minnesota Management & Budget's website. Applicants may** apply for a specific vacancy on-line, or by directly contacting either Minnesota Management & Budget or the agency with the vacancy. Agencies with vacancies may also search that employment database for resumes that best meet the advertised minimum qualifications.

Applicants are evaluated to determine whether or not they meet the advertised minimum qualifications. This evaluation may consist of a variety of job-related selection assessment tools, dependent upon the requirements of the position. As agencies proceed to fill their vacancy, they honor all contractual requirements related to vacancy-filling.

Questions about the application process should be directed to the Minnesota Management & Budget Job Information Line at (651) 259-3637. Questions about specific vacancies should be directed to the Human Resources Office of the agency with the vacancy.

Sincerely,

Paul A. Larson

Paul Larson
Assistant Commissioner

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

August 7, 1995

Mr. Peter Benner
Executive Director
AFSCME, Council No. 6, AFL-CIO
256 Lafayette Road
St. Paul, MN 55107-1683

Dear Mr. Benner:

During the 1995-1997 negotiations between the State and AFSCME, the State agreed to **provide a letter explaining our understanding of employees' rights to access and contest** information in personnel and supervisor files under the statutes. This letter is not grievable or arbitrable and is subject to future changes under the law. Under the provisions of the Minnesota Data Practices Act, an employee has the right to access personnel data and to authorize release of such data to representatives, provided that the data is specific to the individual making the request and provided that the data have not been designated as confidential or protected non-public. In State agencies, personnel data on employees is maintained by Human Resource offices and management/supervisory staff. The contents of these personnel files, other than any data designated as confidential or protected non-public, shall be disclosed to the employee upon request and in accordance with agency procedures. Questions pertaining to the contents of these files should be brought to the attention of the person responsible for maintaining the data.

Additionally, an employee has the right to formally contest the accuracy or completeness of this data. To exercise this right the employee is required to notify the responsible authority in writing describing the nature of the disagreement. Within 30 days the responsible authority must either 1) correct the data found to be inaccurate or incomplete or 2) notify the individual that they believe the data to be correct. This determination may then be appealed pursuant to the Administrative Procedure Act relating to contested cases. Further details are set forth in Minn. Stat., Section 13.04, subd. 4, and Minn. Rules, Chapter 1205 and are subject to future changes in the law or rule. Employees do not have any unilateral right to decide what materials should be place in their personnel file - only to contest whether the data placed there by the responsible authority is complete and accurate.

Sincerely,

John Kuderka /s/
Deputy State Negotiator
Labor Relations/Compensation Division

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

August 1, 2003

Mr. Peter Benner, Executive Director
AFSCME Council No. 6, AFL-CIO
300 Hardman Avenue South, Suite 3
South St. Paul, MN 55075-2470

Dear Mr. Benner:

During 1996, the Joint Labor/Management Committee on Employee Assistance developed the following parameters and guidelines on leave time for EAP appointments.

EAP Parameters:

- The EAP acts primarily as an assessment, short-term counseling and referral agency.
- Counseling sessions in state EAP offices are usually one hour in length.
- The majority of EAP clients are provided one or two counseling sessions. Occasionally, EAP clients will be seen up to four sessions, but these are usually spaced out over several weeks.

Guidelines on leave time for EAP Appointments:

- State time should be allowed for all supervisory – suggested referrals to EAP.
- Self-initiated use of EAP could be granted state time, vacation or sick leave.
- Vacation leave or sick leave may be used if an employee does not want to request the use of State time through his/her supervisor.
- On occasions when EAP refers the employee to community resources, the employee would be expected to use sick leave for health related issues covered under insurance plans and vacation leave for all other concerns, i.e., financial, career, and marriage counseling.

Sincerely,

Paul A. Larson

Paul Larson
Deputy Commissioner

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

DATE: August 13, 1997

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: John Shabatura /s/
Deputy Commissioner

PHONE: 296-8273

RE: Employee Performance Reviews

As part of the negotiations with AFSCME for the 1997-1999 labor contract, we had extensive discussions regarding the appropriateness of AFSCME leadworkers attending the performance evaluations of other AFSCME employees.

It is our recommendation that AFSCME leadworkers not be included in the actual evaluation meeting of a fellow bargaining unit member. It is, however, appropriate for a leadworker to provide input for such evaluation.

If you have questions, please contact your Labor Relations Representative.

JS:can

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

DATE: July 31, 2003

TO: Labor Relations Representatives
Personnel Directors/Designees

FROM: Paul A. Larson
Deputy Commissioner

PHONE: 296-8274

RE: Duration of Probationary Periods

Many of the State's labor agreements, including the AFSCME agreement, define the length of probation in terms of months rather than a specified number of days or worked hours. Because the term "six months" can be defined and administered in a number of different ways, inconsistencies in determining the exact day the probationary period ends have been found in the practices of agencies. In at least one case, differing interpretations of probationary period length have led to a disagreement among agencies concerning an employee's non-certification following a transfer. After reviewing and discussing this matter with agency human resources representatives, the Department of Employee Relations has determined that the last day of a six month probationary period is the day before the six month anniversary of the date the probationary period began, provided that day is a business day. For this purpose, a "business day" is defined as Monday through Friday, exclusive of holidays. In the event that the anniversary date does not fall on a business day, the last day of the probationary period is the first business day following the anniversary date. Because not all employees work Monday through Friday, the last day of the probationary period might not be a work day for the employee.

This same definition of "business day" also applies in 7-day per week operations. Even though every day is a work day in such agencies, DOER has determined that a common definition will help to ensure consistent treatment of employees and avoid confusion.

The examples set forth below illustrate a variety of situations that can occur.

Example #1
The employee begins work on Wednesday, February 5, 1997. The last day of the probationary period would therefore be Monday, August 4.

Example #2
The employee starts on Monday, February 3, 1997. Because the day before the 6-month anniversary, August 2, is a Saturday (not a "business day") the probationary period would end on the next business day, Monday, August 4.

Example #3
The employee starts on Wednesday, May 28, 1997. Because Thursday and Friday, November 27 and 28, are holidays, the last day of the probationary period is Monday, December 1.

An exceptional situation occurs when an employee begins work on August 30 or 31. Because there is no February 30 and usually no February 29, the last day of a probationary period beginning on August 30 or 31 is the last day of February.

For intermittents and less than 50% employees whose probationary period is 1,044 working hours pursuant to Article 12, Section 10C2, "working hours" means hours the employee actually worked. All hours worked will be calculated at the straight time rate regardless of whether the employee is compensated at straight time or time and one-half. For example, an employee who is scheduled for 8 hours but works 11 would have 11 hours credited towards the probationary period. The probationary period under Article 12, Section 10C2 must be at least 6 months but cannot exceed 1 year.

If you have any questions concerning this matter or would like to discuss it further, please contact me or your agency Labor Relations representative.

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

DATE: July 1, 2001

TO: HR Directors/Designees
Labor Relations Representatives/Designees

FROM: Donald J. Wodek, Deputy Commissioner /s/
Labor Relations

PHONE: (651) 296-8273

RE: Training Supervisors

During the 2001-2003 negotiations between the State of Minnesota and AFSCME, Council No. 6, AFL-CIO, the Union expressed concerns regarding issues detailed below. As a means of resolving these issues, the parties agreed to resolve them via a letter. This letter is not grievable or arbitrable and is subject to change when necessary to comply with Minnesota and federal laws.

Pursuant to the State's agreement with AFSCME, please instruct your supervisors of the following:

1. When the criteria for removal of filed material under Article 16 - Discipline and Discharge, Section 7C are met, the material shall be removed from both the official personnel file and from any supervisory files and offered to the employee before being destroyed.

2. Upon request from the Union or the employee, the Human Resource Office shall remove **any undated document or item in the employee's personnel file and offer it to the employee** before being destroyed.

3. In filling a vacancy under Article 12 - Vacancies, Filling of Positions, Section 7E, structured interview questions shall be prepared and scoring weights determined prior to the interview.

If you have any questions regarding these, please contact your Labor Relations Representative.

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

DATE: July 25, 2005

TO: State Supervisors
Human Resource Directors/Designees
Labor Relations Directors/Designees

FROM: Paul Larson
State Negotiator

PHONE: (651) 296-8274

RE: Master Negotiations Committee members' schedules

During the 2003-2005 negotiations between the State and AFSCME Council 6, the Union expressed concerns regarding the scheduling of employees who serve on the Union Master Negotiating Team and who work at agencies with continuous operations. To address the Union's concerns, the State agreed that during the 2007-2009 negotiations agencies are encouraged to schedule these employees Monday through Friday. This scheduling accommodation only applies:

- If the employee is scheduled to work on Saturday and/or Sunday;
- When the request is initiated by the employee 28 days prior to the posting of the involved schedule(s);
- If the change in the employee's existing schedule does not result in overtime per FLSA or a violation of Article 5 (Hours of Work); and
- During Master Committee bargaining and ratification week.

Agencies should make every effort to avoid changing another employee's existing schedule to make these scheduling accommodations. In addition, the provisions of Article 10 Section 4 H (Union Leave) continue to apply.

The State and AFSCME agree to discuss its experiences with these adjusted schedules.

DOER Department of Employee Relations

200 Centennial Office Building
658 Cedar Street
St. Paul, MN 55155
651.259.3637
TTY 651.282.2699
www.doer.state.mn.us

DATE: July 30, 2003

TO: Agency HR Offices
Managers/Supervisors

FROM: Paul A. Larson
Deputy Commissioner

RE: Job Audits

During the course of 2003-2005 AFSCME contract negotiations, concerns were raised by the Union regarding the length of time it takes to complete a job audit, specifically the amount of time it takes to complete a position description once an employee has requested an audit. I would like to remind agencies that in order for a job audit to be completed, the following documentation is required:

1. **Cover sheet completed by the agency's Human Resource Office indicating employee** identification number, position control number, current class and code, proposed class and code;

2. current position description signed by supervisor and the employee;

3. organization chart showing complete work unit;

4. explanation of how and when changes in the position have occurred.

In some cases comparisons to other positions in the proposed class may also be needed.

While back pay provisions of the contract may provide relief to employees when the decision to a properly documented audit is delayed, often times the audit is not properly documented for an inordinate amount of time. Obtaining a current position description is often the key step which stalls the process when there is disagreement between the employee and supervisor on its contents. I strongly recommend that employees and supervisors work together to ensure that an up-to-date, accurate position description is prepared in a timely manner. If disputes cannot be settled between the employee and their supervisor, they should discuss the matter with their manager and the agency Human Resources Office in order to reach an appropriate conclusion and proceed with the audit.

cc: AFSCME

MINNESOTA
Management
& Budget

April 22, 2009

Mr. Eliot Seide, Executive Director
AFSCME, Council No. 5, AFL-CIO
300 Hardman Avenue S., Suite 3
South St. Paul, MN 55075-2470

Dear Eliot:

The insurance article reflects the changes in benefits and structure that will impact the State life, health, dental, disability, and pre-tax plans as a result of negotiations for the July 1, 2009 through June 30, 2011 AFSCME contract. In addition to the final language of the articles, the parties also agreed on the following:

1. The State will explore, through a collaborative work group including representatives from MMB and the Joint Labor-Management Committee on Health Plans, on the following concepts:
    a. **The agreement's definitions of dependents in contradistinction to the definitions** promulgated by the Department of Commerce.
    b. The eligibility of surviving spouses who take temporary jobs covered by the SEGIP plan to return to the SEGIP plan.
    c. The costs and administrative complexities regarding waiving office visit copayments or coinsurance for treatment for chronic conditions, repeat appointments, medication follow-ups, and lab work.
2. The parties will hold a Meet and Negotiate during the summer of 2009 on the subject of Minnesota Advantage Health Plan Benefit Level Two health care network determination.
3. The State will offer a $125 HRA to all Advantage contract holders during the 2011 plan year.
4. Finally, there will be an open enrollment for employees and spouses who currently have optional life insurance, based on the amount the individual currently has in force, as follows:

Now insured for:	**May add:**
$ 5,000 to $39,999	$ 5,000
$ 40,000 to $59,999	$10,000
$ 60,000 to $79,999	$15,000
$ 80,000 to $99,999	$20,000
$100,000 or more	$25,000

Employees must be actively at work and spouses must not be hospitalized in order for the change in insurance to take place.

Sincerely,

Paul A. Larson

Paul A. Larson
State Negotiator

400 Centennial Building • 658 Cedar Street • St. Paul, Minnesota 55155
Voice: (651) 201-8000 • Fax: (651) 296-8685 • TTY: MN Relay 711
An Equal Opportunity Employer

APPENDIX J - GLOSSARY

The descriptions found in this glossary are provided for informational purposes only and are not binding upon the parties. In the event of a conflict between any description set forth herein and a definition set forth in the contract/agreement, law, rule, or Administrative Procedure, the terms of that document shall prevail.

Actively at Work - Employees are "actively at work" if they are on active payroll status and not using paid or unpaid leave.

A.D.A. (Americans with Disabilities Act) - A Federal law intended to prohibit the specific forms of discrimination that people with disabilities face.

Administrative Procedures - The procedures of Minnesota Management & Budget developed in accord with M.S. 43A.04, Subd. 4.

Advisory Testing - A process used to determine an employee's qualifications in some transfer, demotion and/or layoff situations.

Agency - Department, commission, board, institution, or other employing entity of the civil service, in which all positions are under the same appointing authority.

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

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

Appointment Status - See Article 12, Section 2.

Arbitration - If a grievance has not been satisfactorily resolved after the third step and Council 5 chooses to arbitrate, an impartial person is selected from a list of people approved by the Council 5 and Minnesota Management & Budget to hear the grievance and render an impartial decision which is binding on the parties.

Bargaining Units - Pursuant to M.S. 179A.10, Subd. 2, groupings of employees determined by the Bureau of Mediation Services, based on the type of work performed.

Bidding - See Article 12, Sec. 7.

Change in Allocation - Reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a person. An occupied position changed in allocation is considered a vacancy. See Article 12 Section 8.

Claiming - An option for filling vacancies when bidding and use of seniority unit layoff lists is exhausted that allows employees on notice of layoff to request to transfer or demote to another seniority unit. This option normally occurs between the date an employee receives a layoff notice and the date the employee is laid off. See Article 15, Section 3D, 3g.

Class Layoff List - See Article 15, Sec. 3H (2).

Class Seniority - See Article 4, Sec. B.

Class Specifications (Specs) - Minnesota Management & Budget's description of a job classification including typical responsibilities and the knowledge, skills and abilities required.

Classified Service - All positions now existing or hereafter created in the civil service and not specifically designated unclassified pursuant to M.S. 43A.08 or other enabling legislation.

Confidential Employee - A state employee whose work involves access to information subject to use in collective bargaining or participation in collective bargaining. These employees are not represented by AFSCME.

Copayment - The amount or percentage that an insured person pays for a certain service or product once any deductible, if applicable, has been paid.

Delegated Authority - The responsibility and accountability given to an agency by Minnesota Management & Budget to perform certain classification, compensation, and selection functions. This authority may vary from agency to agency.

Demotion - The downward movement of an employee to a class which has a maximum salary that is two or more salary steps below the maximum of the current class.

Disabled Person (as defined by the ADA) - A person who: 1) has a physical or mental impairment that substantially limits a major life activity, 2) has a record of such an impairment, or 3) is regarded as having such an impairment.

E.A.P. (Employee Assistance Program) - A service available to all state employees, which provides assistance and referral for a variety of situations including emotional, financial, family, and alcohol or chemical dependency problems.

Emergency Employee - An employee who is appointed for no more than 45 aggregate work days in any 12 month period for any single Appointing Authority.

Employer - Minnesota Management & Budget, which is considered the Employer of all Executive Branch State employees and employees of the three retirement systems.

Employment Condition - See Article 12, Section 2.

Equal Classes - See Transferable Classes.

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

First Report of Injury - Related to Workers' Compensation, a form used for reporting injuries that happen to employees during the course of performing their job duties.

Flex time Scheduling - See Article 5, Section 2C.

F.L.S.A. (Fair Labor Standards Act) - Federal law which governs hours of work and overtime provisions for all workers.

F.M.L.A. (Family Medical Leave Act) - Federal law mandating up to 12 weeks of job protected leave to eligible employees for certain family and/or medical reasons consistent with the Act, relevant State law and collective bargaining agreements/plan.

Formulary Drugs - List of prescribed drugs covered by each health plan.

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

Generic Drug - The chemical name of a drug as opposed to the brand name of the drug. For instance, Benadryl is the brand name of the drug Dipenhydramine.

Grievance - See Article 17, Sec. 1.

Hay Evaluation System - A system used by Minnesota Management & Budget to evaluate the relative know-how, problem-solving, and accountability of job classes. Information from Hay evaluations is used to compare job classes for purposes of compensation setting and pay equity.

Incumbent - Employee currently serving in a job.

Job Audit - Process by which a position is reviewed by Minnesota Management & Budget or Appointing Authority to determine the correct classification.

Just Cause - A standard upon which discipline is based.

Layoff List - See Class Layoff List and Seniority Unit Layoff List.

Long Term Disability - See Article 19, Sec. 7B.

MMB. (Minnesota Management & Budget) - The Employer of all Executive Branch State employees and employees of the three retirement systems.

Mobility Assignment - Per Administrative Procedure 1.1, voluntary, limited assignments of classified permanent employees to alternative duties within another state agency/Appointing Authority, governmental jurisdiction, or private employer. Duration cannot normally exceed two years.

M.S. - Minnesota Statutes.

Multi-Source Recruitment and Selection Process – A competitive hiring process used to fill unlimited classified positions in the Executive Branch.

Non-continuous, Non-extended Operation - Appointing Authorities, or portions thereof, which do not have 24 hour, 7-day per week schedules.

O.S.H.A. (Occupational Safety and Health Act) - Federal law which governs safety and health issues in the workplace.

P.E.L.R.A. (Public Employee Labor Relations Act) - Minnesota Statute 179A which governs the relationships between public employers and their employees. Provisions include granting public employees the right to organize, requiring public employers to meet and negotiate with public employees and establishing the responsibilities, procedures and limitations of public employment relationships.

Position Description - A document which defines an individual job's duties and responsibilities and the knowledge, skills, and abilities required to perform them.

Promotion - The upward movement of an employee to a class which has a salary range maximum that is two or more salary steps higher than the maximum of the current class or which requires an increase of two (2) or more steps to pay the employee at the minimum of the new range.

Provisional Appointment - An appointment authorized when no fully-qualified person is suitable or available for appointment. Appointment may not normally exceed 12 months. Person must be qualified in all respects except for completion of a licensure or certification requirement.

Qualified - For the purpose of position qualifications, qualified means the employee has the job-related knowledge, skills and abilities required for initial appointment to the position and necessary for satisfactory performance of the job.

Reallocation - See Article 12, Section 9.

Reclassification - Change in the allocation of a position to a higher, lower or equivalent class.

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

Re-instatement - The rehire of a former or current permanent or probationary classified state employee, into a vacancy in a previously held class, within four years of separation from the class.

Related Classes - As determined by Minnesota Management & Budget or Appointing Authority, those classes which are similar in nature and character of work performed and which require similar qualifications. See Article 4, Section 1E.

Resumix – The software currently used by the State as an applicant tracking database, a source for recruiting both internal and external candidates for State jobs, and as a selection tool to be used as part of the hiring process.

Seniority Unit - Defines the area in which an employee may bid and from which an employee is laid off.

Seniority Unit Layoff List - See Article 15, Sec. 3H (1).

Short Term Disability - See Article 19, Sec. 7B.

State Seniority - See Article 4, Sec. 1A.

Student Worker - Students in secondary, post-secondary and graduate study who are employed in the unclassified service to assist them in reaching identifiable educational goals. Appointment may be up to 36 months in duration.

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

Transfer - The lateral movement of an employee to a position in: 1) the same class in a different agency, or 2) a different class assigned to the same salary range, or 3) a different class with a salary range maximum less than two (2) steps higher than the maximum of the current class and where the employee's current salary is less than two (2) steps below the minimum of the new class. Reassignment of an employee does not constitute a transfer.

Transferable Classes - Classifications which have salary range maximums which are less than 2 steps apart and where the employee's current salary is less than two steps below the minimum of the new class. This can be approximately calculated at the high end by using the maximum hourly rate of the current class, adding two steps and subtracting one cent, and at the low end by using the minimum of the new class, subtracting two steps and adding one cent.

Unclassified Service - All positions specifically designated as not being classified pursuant to M.S. 43A.08 and other enabling legislation. Unclassified employees accrue state seniority, but do not accrue class seniority. Unclassified positions are not subject to the bidding or layoff provisions of the contract, can be terminated at will, and are not subject to the just cause test. Unclassified employees do not normally serve a probationary period.

Unlimited Appointment - An appointment for which there is no specified maximum duration.

Vacancy - See Article 12, Sec. 1 for definition and exceptions.

Work Area - Management defined subunit of an Appointment Authority which determines an employee's bidding and bumping options and rights.

APPENDIX K - DRUG TESTING

1. INTRODUCTION

This drug and alcohol testing policy is the exclusive policy for AFSCME Council 5, AFL-CIO Bargaining Unit employees including the craft, maintenance and labor unit; service unit; health care non-professional unit; clerical and office unit; technical unit; and correctional officer unit; is intended to conform to state law as set forth in Minnesota Statutes 181.950 to 181.957; and is limited to drug and alcohol testing required by the U.S. Department of Transportation to implement the Omnibus Transportation Employee Testing Act of 1991 and relevant U. S. Department of Transportation regulations.

2. PERSONS SUBJECT TO TESTING

All employees who are required to hold a Commercial Driver's License and a Class A or Class B License as a condition of employment are subject to testing under applicable sections of this policy. These employees are subject to random, pre-employment, pre-placement, post-accident, reasonable suspicion, return-to-duty, and follow-up testing. The specific requirements for testing are governed by regulations promulgated by the U.S. Department of Transportation.

New employees and current employees who are appointed to CDL covered positions shall receive a copy of the Testing Plan within fourteen (14) days of appointment to a CDL covered position.

All time spent administering an alcohol or controlled substance test, including travel time, will be paid at the employee's regular rate of pay, or at the appropriate overtime rate, whichever is applicable. An employee may be removed from work following a positive test result through the provisions of Article 16 - Discipline and Discharge. The employer shall pay all costs associated with the administration of alcohol and controlled substance tests. The cost of testing the "split specimen" at a federally certified laboratory if so requested by the employee shall be borne by the Employer if such test result is negative. The employee will be responsible for the cost of testing the "split specimen" if such test result is positive.

3. CIRCUMSTANCES FOR REASONABLE SUSPICION DRUG OR ALCOHOL TESTING

The Appointing Authority shall request or require an employee to undergo drug and alcohol testing if the Appointing Authority has reasonable suspicion that an employee has violated the provisions of law and regulation governing alcohol concentration, alcohol possession, on-duty use, pre-duty use, use following an accident, refusal to submit to a required alcohol or controlled substance test, controlled substance use, and controlled substance testing. Reasonable suspicion must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances. Observations for alcohol testing must be made during, just preceding, or just after the period of the work day that the driver is required to be in compliance with the regulations. A driver can be directed to undergo reasonable suspicion alcohol testing only while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver is to perform safety-sensitive functions.

A written record shall be made of the observations leading to an alcohol reasonable suspicion test and shall be signed by the supervisor making the observation.

A supervisor requesting a drug or alcohol test must have successfully completed training developed or approved by Minnesota Management & Budget on drug and alcohol abuse, on how to recognize impairment on the job, on how to make a reasonable suspicion determination, and on the Employer's and/or Appointing Authority's written work rules. The Joint Oversight Committee shall review all reasonable suspicion determinations with negative test results. The Employer agrees to allow the Union to review the training prior to implementation.

4. REFUSAL TO UNDERGO TESTING

Employees do not have the right to refuse to undergo drug and alcohol testing. If an employee refuses to undergo drug or alcohol testing required by the Appointing Authority, or who is found to have adulterated the sample, the employee shall be deemed to have violated the relevant prohibitions in the regulations. The employee must follow the process of Substance Abuse Professional (SAP) referral, treatment, return to duty testing and follow-up testing as if the test were positive in order to be eligible to return to safety-sensitive duties.

5. RIGHT TO UNION REPRESENTATION

An employee is entitled to Union representation pursuant to Article 16, Section 2 prior to any reasonable suspicion test. When the physical presence of a union representative is not practicable, the employee shall be allowed to confer with a union representative by telephone. Local Unions shall provide Appointing Authorities with the names and phone numbers of representatives who can be called to provide representation in such cases.

6. RIGHTS OF EMPLOYEES

An employee, for whom a positive test result on a confirmation test was the first such result on a drug or alcohol test required by the Appointing Authority shall not be discharged if:

1. The Appointing Authority has first given the employee an opportunity to participate in either a drug or alcohol counseling or rehabilitation program, whichever is more appropriate, as determined by the substance abuse professional trained in the diagnosis and treatment of chemical dependency; or

2. If a determination has been made by the substance abuse professional trained in the diagnosis and treatment of chemical dependency that no counseling or rehabilitation program is necessary. However, an employee who has either refused the offer to participate in the counseling or rehabilitation program, or has failed to successfully complete the program has no such protection against discharge.

Expenses for the above stated rehabilitation or counseling program shall be pursuant to coverage under a state employee benefit plan or any other insurance plan the employee is covered under.

In addition, employees have the following rights:

1. The right not to be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation on the basis of a positive test result from an initial screening test that has not been verified by a confirmation test;

2. The right not to be discharged, disciplined, discriminated against, or required to undergo rehabilitation on the basis of medical history information revealed to the Medical Review Officer concerning the reliability of, or explanation for, a positive test result;

3. The right to access information in the subject's personnel file relating to positive test result reports and other information acquired in the drug and alcohol testing process, and conclusions drawn from and actions taken based on the reports or acquired information. An employee who is the subject of a drug and alcohol test shall, upon written request to the Medical Review Officer, have access to any records relating to his or her drug or alcohol test;

4. The right of an employee who has made a timely request for a confirmation retest to suffer no adverse personnel action if the confirmation retest does not confirm the result of the original confirmation test, using the same drug or alcohol threshold detection levels as used in the original confirmation test.

7. DATA PRIVACY

The purpose of collecting urine or breath is to test that sample for the presence of drugs or alcohol. A sample provided for drug or alcohol testing will not be tested for any other purpose. The name, initials, and employee identification number of the person providing the sample are requested so that the sample can be identified accurately but confidentially. Information about medications and other information relevant to the reliability of, or explanation for, a positive test result is requested to ensure that the test is reliable and to determine whether there is a valid medical reason for any drug or alcohol in the sample. The Appointing Authority will not disclose the test result reports and other information acquired in the drug or alcohol testing process to another Appointing Authority or employer or to a third party individual, government agency, or private organization without the written consent of the person tested, unless permitted by law or court order. An Appointing Authority will not disclose the test result reports and other information acquired in the drug or alcohol testing process to other Appointing Authorities unless the information is requested in connection with another drug test, or unless disclosure is necessary to permit follow-up testing or return to work testing. All data on the request for a test, the testing, and test results shall be kept separate from the regular personnel files, in locked file cabinets, accessible only by those supervisors, managers or confidential employees directly involved in the case.

8. RANDOM TESTING POOL

The employer shall establish a single pool of employees for random drug and alcohol testing. This pool may include non-state employees.

9. SELECTION OF CONTRACTORS TO ADMINISTER POLICY

The employer may contract with appropriate firms to administer alcohol and controlled substance tests. Requests for proposals shall be reviewed with the Union prior to issuance. Employees shall be referred to substance abuse professionals under the State Drug and Alcohol Testing Plan. If the employer does decide to administer alcohol or controlled substance testing with state employees, no law enforcement personnel shall be used.

10. JOINT LABOR-MANAGEMENT OVERSIGHT COMMITTEE

The Union and the Employer agree to form a Joint Labor-Management Oversight Committee to review the implementation of alcohol and controlled substance testing. The committee shall be composed of eight representatives of the union and eight representatives of the employer. It shall meet upon request.