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AGREEMENT

BETWEEN THE

STATE OF MINNESOTA

AND THE



**Minnesota Government
Engineers Council**

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1985 through June 30, 1987

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BETWEEN THE
STATE OF MINNESOTA
AND THE
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

July 1, 1985 through June 30, 1987

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PREAMBLE

This Agreement, made and entered into this 4th day of September, 1985 by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Government Engineers Council, hereinafter referred to as the Council, has as its purpose the promotion of harmonious relations between the Employer, the Council, and the employees covered by this Agreement; the furtherance of efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption to efficient operations of the agencies, and for the establishment of a full and complete understanding relative to conditions of employment that are within the control of the Employer.

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

ARTICLE I

COUNCIL RECOGNITION

Section 1. Recognition. The Employer recognizes the Council as the exclusive representative for all engineering employees employed by the State of Minnesota for more than fourteen (14) hours per week and more than sixty-seven (67) work days per year as certified by the Bureau of Mediation Services Case No. 80-PR-1298-A.

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

Engineer, Administrative	Engineering Specialist, Senior
Engineer 1, Graduate	Land Surveyor
Engineer 2, Graduate	Land Surveyor, Senior
Engineer, Principal	Land Surveyor, Principal
Engineer, Senior	Radio Engineer 1
Engineering Specialist	Radio Engineer 2

Copies of classification specifications for these classifications will be made available in the personnel office of each Appointing Authority to employees in the unit and to the Council.

Section 3. Disputes. If a new job classification in State service is created or if a current job classification is significantly modified in occupational content, and if either party maintains that such new or changed classification be placed in or removed from Unit 12, the parties shall meet in an attempt to determine whether or not the classification should be included in the unit. The matter shall then be referred to the Bureau of Mediation Services for a determination in accordance with Minn. Stat. 179.71, Subd. 5(j).

Section 4. New Units. The provisions of this Agreement and recognition of the Council as exclusive bargaining representative shall also be extended to all employees in appropriate units for which the Council is certified during the life of this Agreement.

Section 5. Exclusive Recognition. The Employer will not meet and negotiate with any other council, association, labor or employee organization concerning the terms and conditions of employment for employees covered by this Agreement.

Nothing in this Agreement shall restrict any employee from discussing any personal problem or concern with the Appointing Authority or Employer.

ARTICLE II

COUNCIL DUES

Section 1. Payroll Deduction. The Employer agrees to cooperate with the Council in facilitating the deduction of the regular Council dues for those employees in the unit who are members of the Council and who authorize such deductions in writing; the deduction of fair share fee assessments; and the deduction of Council dues for employees who agree to voluntarily join the Council and who authorize such deductions in writing, so long as such employees are not in a bargaining unit represented by another exclusive representative.

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

Section 3. Hold Harmless. The Council agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements brought or issued against the Employer as the result of any action taken or not taken by the Employer under the provisions of this Article including fair share deductions and remittances.

Section 4. Dues Remission. The aggregate deductions of all employees shall be remitted, by the Commissioner of Finance, together with an itemized statement, to the Minnesota Government Engineers Council no later than ten (10) days following the end of each payroll period.

Section 5. Employee Lists. Upon the request of the Council, the Employer agrees to furnish the Council with a current list of all members of the unit including home addresses. The Council shall reimburse the Employer for the cost of providing the list. The Appointing Authority shall notify the Council within one payroll period of the starting date for a new employee and furnish the Council with the following information regarding such new employee: name, classification, home address and social security number. The Council shall also be notified of the promotion, transfer between Appointing Authorities, resignation or retirement of any of the members of the unit.

The Council agrees to furnish the Appointing Authority with the proper forms for the reporting of this information. A copy of said form is reproduced in Appendix A.

ARTICLE III

EMPLOYER RIGHTS

It is recognized that, except as expressly stated herein, the Employer shall retain whatever rights and authority are necessary for it to operate and

direct the affairs of the Employer in all of their various aspects, including but not limited to, the right to direct and assign employees; to evaluate job performance of employees, to plan, direct and control all the operations and services of the Employer; to schedule working hours appropriate for employees in this bargaining unit; to determine whether goods and services should be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment that are uniformly applied and then enforced in accordance with the rules and regulations. Any term or condition of employment not specifically established by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE IV

COUNCIL RIGHTS

Section 1. Council Activities. The Council has the right and responsibility to represent the interests of all employees in the unit; to present its views to the Appointing Authority on matters of concern, either orally or in writing; and to meet and confer with the Appointing Authority regarding policies and matters other than terms and conditions of employment. With advance notice to the Council Representative's immediate supervisor, the Employer agrees that during working hours, on the Employer's premises, and without loss of pay, Council Representatives shall be allowed reasonable time which does not unduly interfere with their normal duties to: consult with the Employer concerning the enforcement of any provision of this Agreement; to consult with the Employer and present its views on other matters of concern; to transmit communications authorized by the Council; and to post Council notices and announcements.

Section 2. Posting Space. The Appointing Authority shall provide the Council access to posting space in convenient places in work areas in which employees in this unit work to be used exclusively by the Council for posting pertinent Council 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.

Section 3. Non-interference. The Employer agrees not to interfere with the rights of employees to become members of the Council, and not to discriminate, restrain, make reprisals against, or coerce any Council member or Council officer because of his or her activity on behalf of the Council.

Section 4. Responsibility. The Council accepts its responsibility as the exclusive representative of members of the unit and agrees to represent all employees in the unit without discrimination.

ARTICLE V

NO STRIKE OR LOCKOUT

Section 1. No Strikes. The Council, its officers and the employees covered by this Agreement agree not to promote, support or engage in any strikes as defined in Minn. Stat. 179.63, subd. 12. Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

Employees covered by this Agreement are essential employees pursuant to Minn. Stat. 179.63, Subd. 11 (1980).

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

ARTICLE VI

HOURS OF WORK AND OVERTIME

Section 1. Definition. Hours of work are defined as the hours in a day and/or those hours of the day and payroll period in which the employee must work in order to fulfill the responsibilities of the position.

Section 2. Normal Payroll Period. The normal payroll period shall consist of eighty (80) hours of work within a two (2) week payroll period.

Section 3. Daily Scheduling. The Appointing Authority recognizes that because of the professional and supervisory nature of their work, the employees covered by this agreement may be required to work varied hours, work on holidays and weekends, and during several periods within a single day, making the maintenance of consistent starting and stopping times or the assignment of the number of hours worked in a day sometimes impossible.

Section 4. Overtime. The following provisions shall only be applicable where employees do not control their own hours. Employees shall be compensated for time worked in excess of their scheduled hours of work when requested by the Appointing Authority to work substantial amounts of overtime for which the necessary hours of work can be anticipated of more than eight (8) hours per week for at least four (4) consecutive weeks in order to meet:

1. a high priority completion date; or
2. to complete other vital and highly essential work assignments.

Such overtime shall be subject to approval by the Appointing Authority in advance of being worked.

Overtime worked may be liquidated in either cash or compensatory time off at the rate of straight time at the option of the Appointing Authority after consulting with the employee.

Overtime turned into compensatory time shall not exceed 80 hours. The compensatory bank shall be liquidated in leave only and shall dissolve if the employee leaves the Appointing Authority or bargaining unit. Hours worked over the 80 hours shall not be paid in cash or compensatory time.

Section 5. Payroll Period Averaging. Hours worked in excess of the normal payroll period to meet peak work demands from time to time may be accumulated and taken off within four payroll periods following the payroll period in which they worked. It is understood and agreed that hours averaged are not necessarily on an hour for hour basis. Any employee who fails to take such time off within the following four payroll periods for any reason whatsoever shall have waived the right to take the time off. Such payroll period averaging shall be subject to approval by the employee's supervisor.

Section 6. Shift Changes. When an employee is assigned to a specific shift and that assignment is changed, the employee shall be given seven (7) calendar days notice prior to the change.

Section 7. On-Call. Employees who have been scheduled to be in an "on-call" status are not required to remain in a fixed location but are required to leave word where they can be reached. Employees in the on-call status who are called to work will use a state vehicle, or use their own vehicle and be reimbursed mileage for driving to and from their work station and their home. 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 in writing to remain in an on-call status shall be compensated for such time on the basis of twenty-four (24) dollars for a twenty-four hour period or part thereof.

In the Department of Health, an employee who volunteers to be on-call shall be considered to be on-call when the employee's name has been posted for duty by the supervisor during an off duty period. An employee who is scheduled for on-call status is not required to remain at a fixed location but must stay within the area of the paging device.

Employees in the Department of Health who volunteer to carry paging devices and be on-call to respond to nuclear emergencies shall be compensated at a flat rate of \$55.00 per week of assigned on-call duty.

Section 8. Call Back - Department of Health. Employees on the Nuclear Emergency Response Team in the Department of Health who are called back to work after their regularly scheduled shift shall be paid at their regular hourly rate of pay or shall be given compensatory time off equal to the amount of time worked at the Appointing Authority's discretion after consulting with the employee. The minimum amount of call back time shall be two (2) hours.

ARTICLE VII

HOLIDAYS

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project 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 one hundred (100) working days in any twelve (12) month period.

Section 2. Observed Holidays. The following days shall be observed as paid holidays for all eligible employees:

Thursday, July 4, 1985 - Independence Day
Monday, September 2, 1985 - Labor Day
Monday, November 11, 1985 - Veteran's Day
Thursday, November 28, 1985 - Thanksgiving Day
Friday, November 29, 1985 - Day after Thanksgiving
Wednesday, December 25, 1985 - Christmas Day
Wednesday, January 1, 1986 - New Year's Day
Monday, January 20, 1986 - Martin Luther King, Jr. Day
Monday, February 17, 1986 - President's Day

Monday, May 26, 1986 - Memorial Day
 Friday, July 4, 1986 - Independence Day
 Monday, September 1, 1986 - Labor Day
 Tuesday, November 11, 1986 - Veteran's Day
 Thursday, November 27, 1986 - Thanksgiving Day
 Friday, November 28, 1986 - Day after Thanksgiving
 Thursday, December 25, 1986 - Christmas Day
 Thursday, January 1, 1987 - New Year's Day
 Monday, January 19, 1987 - Martin Luther King, Jr. Day
 Monday, February 16, 1987 - President's Day
 Monday, May 25, 1987 - Memorial Day

The employee shall receive one (1) floating holiday each fiscal year of the Agreement. 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. Floating holidays may not be accumulated.

When any of the above holidays fall on a Saturday, the preceding Friday shall be observed as the holiday and when any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday.

Section 3. Holiday Pay Entitlement. To be entitled to receive a paid holiday, an eligible employee must be in payroll status on the normal workday immediately preceding and the normal workday immediately following the holiday(s).

Eligible intermittent employees shall receive a holiday if they work the day before and the day after the holiday. If such intermittent employee works on a holiday, that employee shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accordance with the schedule set forth in Section 4, below.

Section 4. 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. Eligible employees who normally work less than full time shall have their holiday pay pro-rated in accordance with the following schedule:

<u>Hours that would have been worked during the pay period had there been no holiday</u>	<u>Holiday hours earned for each holiday in the pay period</u>
Less than 9.5	0
At least 9.5, but less than 19.5	1
At least 19.5, but less than 29.5	2
At least 29.5, but less than 39.5	3
At least 39.5, but less than 49.5	4
At least 49.5, but less than 59.5	5
At least 59.5, but less than 69.5	6
At least 69.5, but less than 79.5	7
At least 79.5	8

Section 5. Work on a Holiday. Any employee who works on a holiday shall, at the Appointing Authority's discretion, either be:

- 1) paid in cash at the employee's appropriate rate for all hours worked in addition to holiday pay provided for in Section 4 above; or,

- 2) paid in cash at the employee's appropriate rate for all hours worked in addition to an alternative holiday in lieu of holiday pay provided for in Section 4 above. The Appointing Authority shall, after consultation with the employee, designate such alternative holiday within thirty (30) calendar days of the last date of the pay period in which the holiday occurs.

Section 6. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 2 above, falls on an employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated annual leave or compensatory time or, by mutual consent, is able to make the time up. Employees shall notify the Appointing Authority at least five (5) working days prior to the leave.

ARTICLE VIII

VACATION LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project 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 one hundred (100) working days in any twelve (12) month period.

Section 2. Allowances. All eligible employees being paid for a full eighty (80) hour pay period shall accrue vacation pay according to the following rates:

<u>Length of Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 20 years	7.5 working hours
After 20 through 25 years	8 working hours
After 25 through 30 years	8.5 working hours
After 30 years	9 working hours

Length of service is defined as the length of employment with the State of Minnesota since the last date of hire. Length of service shall be interrupted only by separation because of resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

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. This method shall not be used to change any Length of Service Requirements determined prior to July 9, 1975.

Eligible employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated in accordance with the following schedule:

LENGTH OF SERVICE REQUIREMENT

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 thru 25 years	After 25 thru 30 years	After 30 Years
Less than 9.5	0	0	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1	1.25	1.50	1.50	1.75	1.75
At least 19.5, but less than 29.5	1	1.25	1.75	2	2	2.25	2.25
At least 29.5, but less than 39.5	1.50	2	2.75	3	3	3.25	3.5
At least 39.5, but less than 49.5	2	2.50	3.50	3.75	4	4.25	4.5
At least 49.5, but less than 59.5	2.50	3.25	4.50	4.75	5	5.5	5.75
At least 59.5, but less than 69.5	3	3.75	5.25	5.75	6	6.5	6.75
At least 69.5, but less than 79.5	3.50	4.50	6.25	6.75	7	7.5	8
At least 79.5	4	5	7	7.50	8	8.5	9

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.

An employee who is reinstated or reappointed within four years of separation from state service except as a provisional, temporary or emergency appointee, may accrue vacation leave at the same rate and with the same accredited length of service as she/he had at the time of separation.

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

Vacation leave may be accumulated to any amount provided that once per year, by June 24, 1986 and June 23, 1987, each employee's accumulation must be reduced to two hundred and sixty (260) hours or less.

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

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

Each Appointing Authority shall keep a current record of employee vacation earnings and accruals which shall be made available to such employees upon request.

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 within a classification on vacation at the same time, and there is a conflict among employees' over vacation periods, vacation schedules shall be established on the basis of Classification Seniority within the employee's work unit.

Except in emergencies and after reasonable notice, no employee will be required to work during the employee's vacation once the vacation request has been approved.

Section 4. Vacation Charges. Employees who utilize vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half (1/2) hour except to permit utilization of lesser fractions that have been accrued. Holidays that occur during vacation periods will be paid as a holiday and not charged as a vacation day.

Section 5. Vacation Rights. Any 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. Any employee separated from state service shall be compensated in cash, at his/her then current rate of pay, for all vacation leave to his/her credit at the time of separation, but in no case shall payment exceed two hundred and sixty (260) hours. Employees shall be allowed to leave their accumulated vacation to their credit during the period of their seasonal or temporary layoff.

ARTICLE IX

SICK LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project 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 one hundred (100) working days in any twelve (12) month period.

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 hire until nine hundred (900) hours have been accrued. After nine hundred (900) hours have been accrued and maintained, employees shall then accrue sick leave at the rate of two (2) hours per pay period.

Eligible employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated in accordance with the following schedule:

<u>Number of Hours Worked During Pay Period</u>	<u>Less than 900 Hours</u>	<u>900 Hours and Maintained</u>
Less than 9.5	0	0
At least 9.5, but less than 19.5	.75	.25
At least 19.5, but less than 29.5	1	.50
At least 29.5, but less than 39.5	1.50	.75
At least 39.5, but less than 49.5	2	1
At least 49.5, but less than 59.5	2.50	1.25
At least 59.5, but less than 69.5	3	1.50
At least 69.5, but less than 79.5	3.50	1.75
At least 79.5	4	2

An employee who is reinstated or reappointed within four years of separation from state service except as a provisional, temporary or emergency appointee, may have his/her previously accumulated, unused balance of sick leave restored upon approval of the the Appointing Authority.

However; an employee who has received severance pay shall have his/her sick leave balance restored at sixty (60) percent of the employee's accumulated but unused sick leave balance (which shall not exceed nine hundred (900) hours) plus seventy-five (75) percent of the employee's accumulated but unused sick leave bank.

Each Appointing Authority shall keep a current record of sick leave earnings and accrual which shall be made available to employees upon request.

Section 3. Usage. An employee shall be granted sick leave with pay to the extent of the employee's accumulation in the following situations:

- 1) absences necessitated by illness, or disability;
- 2) absences needed for medical, chiropractic, or dental care for the employee;
- 3) absences necessitated by exposure to contagious disease which endangers the health of other employees, clients, or the public;
- 4) absences necessitated by illness of a spouse, minor or dependent children, or parent who is living in the same household of the employee, for such reasonable periods as the employee's attendance may be necessary;
- 5) absences of a pregnant employee during the period of time that her doctor certifies that she is unable to work because of pregnancy;
- 6) absences to arrange for necessary nursing care for members of the family or birth or adoption of a child. Such absences shall normally be limited to not more than three (3) days; however, at the discretion of the Appointing Authority, additional time off may be granted for the purposes of adoption.

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

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 require a similar 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.

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

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.

Section 5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours that the employee was scheduled to work during the period of sick leave. In no instance shall sick leave be granted for periods of less than one-half (1/2) hour except to permit usage of lesser fractions that have been accrued. Holidays that occur during sick leave periods shall be paid as a holiday and not charged as a sick leave day.

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 X

LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for an unpaid leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor as far in advance of the proposed leave as practicable. The request shall state the reason for and the anticipated duration of the leave of absence. Such leaves may be denied where the needs of the Appointing Authority require that the skills and knowledge possessed by the applicant are necessary to the efficient functioning of the Appointing Authority.

Section 2. Paid Leaves of Absence.

- A. Bereavement Leave: The use of a reasonable period of sick leave shall be granted in cases of death of the spouse or parents of the spouse, or the parents, grandparents, guardian, children, brothers, sisters, or wards of the employee.
- 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 pay less the fee received, exclusive of expenses, for serving as a witness, as required by the court.

- 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. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.
- E. Military Leave: Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the United States or of the State of Minnesota and who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the United States or of the State of Minnesota during the period of such activity.
- F. Voting Time Leave: Any employee who is eligible to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/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: An Appointing Authority, after consultation with the Commissioner of Public Safety, may excuse 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 Employee Relations authorizes a longer duration.

Paid leaves of absence granted under this Article shall not exceed the employee's normal work schedule.

Section 3. 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. Disability Leave: Leave 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. Such leave shall be limited to a cumulative total of one (1) year per illness or injury. Upon the request of the employee, such leave may be extended. An Appointing Authority may require appropriate medical documentation of the illness, injuries or disability.

Appointing Authority Initiated Disability Leave: If the Appointing Authority has reasonable cause to believe that an employee is unfit or unable to perform the duties of his/her position as a result of disability, illness, or injury, after consultation with the Council, the employee may be placed on a leave of absence for a period not to exceed six (6) months in duration.

Such leave may not be initiated unless the Appointing Authority has offered the employee the opportunity to participate in the Employee Assistance Program or another rehabilitation program and only after an evaluation by a private medical practitioner. Any such determination shall be subject to the Grievance Procedure of this Agreement. The Appointing Authority agrees to pay the cost of the medical evaluation stated above.

- D. Military Leave: Leave shall be granted to an employee who enters into active military service in the armed forces of the United States for the period of military service, not to exceed four (4) years.
- E. 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.
- F. Precinct Caucus or Convention: Upon fourteen (14) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.
- G. Maternity/Paternity/Adoption Leave: A maternity/paternity or adoption 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.
- H. Council Leave: Any elected or appointed officer of the Council may take a leave of absence up to six (6) months to work on Council business, 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.
- I. Other Governmental Agency Work:
 - 1. An employee may be granted a leave of absence by the Appointing Authority for the purposes of accepting employment with the University of Minnesota, any city, county or other governmental agency for a period not to exceed two (2) years.
 - 2. Indefinite leaves in existence on July 1, 1981, pursuant to M.S. 163.07 shall continue indefinitely under the following conditions:
 - a. An employee may return from such leave only if a vacancy exists in the Minnesota Department of Transportation in the job classification from which the leave was granted. This limitation shall not be interpreted to limit in any way the availability and the application of M.S. 163.07, subdivision 4 and 5, relating to Civil Service classification and promotional examination eligibility for persons holding engineering positions in other governmental units.

- b. Employees on leave shall not accrue any seniority, and their leave shall constitute a break in their "continuous service" for purposes of layoff and recall, and a break in their "length of service" for purposes of vacation accrual. For purposes of eligibility for severance pay their leave shall not constitute a break in their "continuous service."

J. Non-Governmental Employment Leave: A leave of absence without pay for up to one (1) year may be granted at the discretion of the Appointing Authority for the purpose of accepting a position with an employer who is not a governmental agency. An additional year of leave may be granted upon the mutual agreement of the employee and the Appointing Authority. Employees granted such leave shall not be permitted to bump an existing employee and may return from such leave only if a vacancy exists in the agency in the job class from which the leave was granted.

Employees on leave shall not accrue any seniority, and their leave shall constitute a break in their "continuous service" for purposes of layoff and recall, and a break in their "length of service" for purposes of vacation accrual. For purposes of eligibility for severance pay their leave shall not constitute a break in their "continuous service."

Section 4. Cancellation of Discretionary Leaves. Leaves of absence or extensions of such leaves, which are subject to the discretionary authority of the Employer may be cancelled by the Appointing Authority upon reasonable written notice to the employee. At the discretion of the Appointing Authority, an employee may terminate his/her leave of absence and return to work prior to the previously agreed upon date of expiration of that leave of absence.

Section 5. Reinstatement after Leave. Any employee returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in a position in his/her former classification and 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 the agreed upon termination date of their intention to return from leave. 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.

ARTICLE XI

VACANCIES, RECLASSIFICATION, FILLING OF POSITIONS, PROMOTIONAL RATINGS

Section 1. Definitions.

A. Vacancy. A vacancy is defined as a permanent position in the classified service which an Appointing Authority determines to fill. Also, a vacancy is not created by reallocation, unless the incumbent fails to qualify for appointment to the new class. Before an employee is reassigned to a different position with significantly different job duties, that position shall first be posted pursuant to Section 2, except when the reassignment is to avoid a layoff. Where no vacancy exists, the Appointing Authority may reassign on a permanent basis employees to other positions within the same classification and District, Office, Division or Bureau to accomplish staffing objectives.

- B. Reclassification. Reclassification means changing the allocation of a position to a higher, lower or equivalent class.
- C. Reallocation. Reallocation means a reclassification (the changing of the allocation of a position to a higher, lower, or equivalent class) resulting from significant changes over a period of time in the duties and responsibilities of the position.
- D. Change in Allocation. Change in allocation means reclassification resulting from abrupt, management-imposed changes in the duties and responsibilities of a position.

Section 2. Job Posting. Whenever a vacancy occurs, it shall be posted within the Appointing Authority for 10 working days, unless by mutual agreement of the Council and Appointing Authority this requirement is waived. Qualified employees may indicate their desire to be considered for the position. A copy of each posting shall be given to the Council and shall include the classification, the name of the previous incumbent, if any, the supervisor, a brief description of the position and the required qualifications and may include notice that employees in other classes may express an interest in the position. However, if such an employee is selected, the employee must be qualified for the classification posted or the Employer must determine that the position can be restructured and the position classification changed in accordance with appropriate statutes and administrative procedures.

Section 3. Filling of Vacancies. All classified employees in the Appointing Authority and employment condition who meet the posted qualifications and who express their interest either orally or in writing, shall be given serious consideration, including the opportunity for an interview, for the opening prior to filling the vacancy through other available means.

If a layoff list exists for the classification, seniority unit and employment condition, selection shall then be made from qualified employees on that list. No new appointments shall be made in a classification, seniority unit and employment condition for which a layoff list exists until all qualified employees on such list have been offered the opportunity to accept the position. If the vacancy still exists, the Appointing Authority may fill it by appointment from an eligible list, a voluntary demotion, a reinstatement, or any other means provided by law.

Upon request, the Appointing Authority shall make available to the Council the list of certified eligibles used to fill a vacancy in the bargaining unit.

Section 4. Change in Allocation. When there is a change in allocation of a position, such position shall be considered vacant under the provisions of this Article and filled in accordance with Section 3. If the incumbent of a position which is changed in allocation is ineligible to continue in the position and is not promoted, demoted, reassigned or transferred, the layoff provisions of this Agreement shall apply.

Section 5. Reallocation. The incumbent of a position which is reallocated shall continue in the position if the employee is eligible for and is appointed to the position in the new class.

If the incumbent has performed satisfactorily in the reallocated position, he/she shall be promoted to the new class without examination in accordance with law, provided the employee possesses any registration required for the new class.

Where the incumbent has failed to perform satisfactorily in the reallocated position or is otherwise ineligible to continue in that position in the new class, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority of the reallocation. Where the incumbent is ineligible to continue in the position and is not reassigned, transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

Section 6. Retroactive Pay on Reallocation. If the incumbent of a position which is reallocated to a higher classification receives a probationary appointment to the reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after the Department of Employee Relations receives a reallocation request determined by the Department of Employee Relations to be properly documented, and the payment shall continue from that date until the effective date of the probationary appointment.

Such payment does not apply to reallocations resulting from department or division or group studies initiated by the Department of Employee Relations or the Appointing Authority. The Commissioner of the Department of Employee Relations shall determine when such payment is appropriate.

If a position is reallocated to a lower class as a result of a classification study initiated by the Employer and/or the Appointing Authority, the employee's name shall be placed on the layoff list for the seniority unit, classification and employment condition from which the employee was reallocated. Placement on the list and recall from it shall be subject to the provisions of Article XIII (Layoff and Recall), Section 7 (Layoff Lists) and Section 8 (Recall).

Section 7. Promotional Ratings. Promotional ratings required by the Employer in conjunction with a promotional examination shall be prepared in an objective manner for each employee who is an applicant for that examination. No employee will be rated by a supervisor who is competing in the same screening process for placement on the same eligible list. Prior to being sent to the Department of Employee Relations, the employee's immediate supervisor shall discuss the employee's final rating with him/her and, upon request, shall furnish a signed copy of the rating to the employee.

ARTICLE XII

PROBATIONARY PERIOD

All unlimited appointments to positions in the classified service, except appointments from layoff lists, shall be for a probationary period of six (6) calendar months.

A calendar month is defined as the time between the date of employment and the corresponding date in the next following month. Any unpaid leaves of absence in excess of an aggregate total of ten (10) work days shall be added to the duration of the probationary period. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified employment.

An Appointing Authority may require a probationary period of six (6) calendar months for transfers, reemployments, reinstatements, and voluntary demotions. If a probationary period will be required on a transfer, the Appointing

Authority shall notify the employee in writing prior to the effective date of the transfer. In the absence of such notice, transfer of a probationary employee will not affect the running of the probationary period, and the transfer of a permanent employee shall be with permanent status.

If the Appointing Authority decides an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if the Appointing Authority feels that an extension of the probationary period could result in successful completion of the probationary period, the Appointing Authority and the employee may mutually agree to a limited extension, not to exceed six (6) months.

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.

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.

Probationary employees serving an initial probation may upon request meet with the Appointing Authority or designee to discuss the non-certification.

An employee who is serving a probationary period and who is not certified by the Appointing Authority shall have the right to be restored to a position in his/her former class and Appointing Authority.

The length of a probationary period commenced prior to the effective date of this Agreement shall be governed by the collective bargaining agreement by which an affected employee was covered or by the personnel rules, whichever was applicable. All other aspects of the probationary period shall be covered by the terms of this Agreement.

ARTICLE XIII

LAYOFF AND RECALL

Section 1. Definitions. For purposes of this Article, these terms are defined as follows:

- A. State Seniority. "State Seniority" is defined as the length of continuous employment with the Employer since the last date of hire.
- B. Appointing Authority Seniority. "Appointing Authority Seniority" is defined as the length of continuous service within the Appointing Authority and its predecessor agencies.
- C. Classification Seniority. "Classification Seniority" is defined as the length of continuous service in a specific job classification within the Appointing Authority and its predecessor agencies.

When an employee demotes, bumps, or transfers back to a previously held classification, Classification Seniority in the class to which the employee demotes, bumps, or transfers shall include Classification Seniority in all related higher or equally paid classes in which the

employee has served as well as any Classification Seniority previously acquired in the class to which the employee demotes, bumps, or transfers.

For purposes of classification seniority, time served in the classification of Engineer, Principal will be credited to the classification of Land Surveyor, Principal.

Classification and appointing authority seniority for an employee transferred from the Department of Energy, Planning and Development to the Environmental Quality Board at the time of its creation shall include his/her classification and appointing authority seniority with the Department of Energy, Planning and Development that existed on July 1, 1982, the effective date of the formation of the new Board.

D. Employees of the Department of Natural Resources who have served at least four (4) continuous years in an unclassified position in the Department and who are appointed to the same classification in the classified service shall have all continuous service in the classification in the department credited toward classification and department seniority. The crediting of unclassified service shall not be granted until such time as the employee is appointed to the classified service.

E. Continuous Service. "Continuous Service" shall commence on the date an employee begins to serve a probationary period. It is interrupted only by resignation, termination, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff or retirement. Each of the above actions applies to separation from the State of Minnesota.

F. Seniority Unit. "Seniority Unit" is defined as the Appointing Authority except for Mn/DOT where seniority units shall be as follows:

- District 1
- District 2
- District 3
- District 4
- District 5, 9 and Central Office
- District 6
- District 7
- District 8

G. Layoff. "Layoff" is defined as an interruption in employment in excess of ten (10) consecutive working days. 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 employee's service.

H. Qualified. "Qualified" shall mean that the employee meets the registration, experience and/or educational requirements for initial appointment to the position. Upon request, the Appointing Authority shall meet and confer with the Council prior to a layoff or recall in any case where qualifications is an issue.

The determination of the Appointing Authority as to whether or not an employee is qualified to perform the duties of a particular position shall not be grievable.

Section 2. Establishment of Seniority Lists. Seniority lists showing each employee's seniority in each of the three categories listed above shall be prepared by the Appointing Authority no later than November 30 of each year. The seniority lists shall also show the class or classes in which the employee previously served in the bargaining unit and agency. A copy of the list shall be posted on all Council posting spaces. The Council shall be furnished a copy of the completed seniority lists and the Appointing Authority agrees to up-date the seniority lists thereafter, upon the request of the Council, but not more frequently than once each calendar year.

When two or more employees have the same Classification Seniority dates, seniority positions shall be determined by total Appointing Authority Seniority. If a tie still exists, seniority shall be determined by total State Seniority. If a tie still exists, seniority shall be determined by length of prior State service. Any remaining ties shall be determined by lot.

Section 3. Appeals. The Council, on behalf of the employees in the unit, shall have sixty (60) calendar days from the date of the initial posting to notify the Appointing Authority of any disagreements over the Seniority lists. Thereafter, appeals must be filed with the Appointing Authority within thirty (30) calendar days of the date of posting and any such appeals are limited to those changes made since the previous posting.

Prior to October 15, 1985, the Council may submit disagreements over the current seniority list to the Appointing Authority. Any changes shall be incorporated in the November 30, 1985 seniority list.

Section 4. Layoff. Whenever layoffs become necessary, the agency shall designate the position to be affected. Layoff shall occur within employment condition (unlimited full-time, unlimited part-time, seasonal full-time, seasonal part-time, intermittent) and within the seniority unit. At least ten (10) working days written notice of the layoff shall be given to the affected employee and the Council prior to the effective date of the layoff. The written notice shall specify the reason for the layoff and an estimated duration for the layoff.

When two or more positions in the same class, seniority unit and employment condition are designated for layoff simultaneously, the affected employees shall exercise their layoff options in order of their Classification Seniority.

It shall be the policy of the Appointing Authority to make a reasonable effort to minimize the amount of bumping and relocation which might occur in the event a layoff is necessary, provided that said policy is not subject to the provisions of Article XV, Grievance Procedure.

Before an employee whose position has been abolished is laid off, he/she shall be reassigned to a vacant position, if one exists, within thirty-five (35) miles of his/her current work location (or in the case of MN/DOT, within his/her seniority unit), in his/her current classification, employment condition and seniority unit, provided that he/she is qualified for the position.

Where the preceding action cannot be accomplished, an employee about to be laid off shall be advised of his/her alternatives within options A, B, and C listed below. The employee shall then select one of these options.

A. The employee shall proceed through the following alternatives, if available, in numerical order.

- 1a. Bump in the same class within 35 miles (or seniority unit in MN/DOT). Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified, that is located within thirty-five (35) miles of his/her current work location (or in MN/DOT, within his/her seniority unit), in his/her current classification, employment condition and agency, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping; or
 - 1b. Fill a vacancy in the same class statewide. The employee shall fill any vacant position in his/her current classification, employment condition and agency, provided that he/she is qualified for the position.
 2. Bump in the same class statewide. Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified in his/her current classification, employment condition and agency, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping.
- B. The employee shall proceed through the following alternatives, if available, in numerical order.
1. Fill a vacancy in a lower class within 35 miles (or seniority unit in MN/DOT). The employee shall fill any vacant position in any equal or lower bargaining unit classification which is within thirty-five (35) miles of his/her current work location (or in MN/DOT, within his/her seniority unit), in his/her current employment condition and agency, provided that he/she is qualified for the position. However, if no such vacancy is available in the bargaining unit class in which the employee most recently served, he/she may proceed to option B2.
 2. Bump into a lower or equal class within 35 miles (or seniority unit in MN/DOT). Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first position for which he/she is qualified, that is located within thirty-five (35) miles of his/her current work location (in MN/DOT within his/her seniority unit), in the next lower or equal classification, in the employment condition and agency in which the employee bumping is currently serving, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping. However, if no such position is available in the bargaining unit class in which the employee most recently served, he/she may proceed to option B3.
 3. Fill a vacancy in a lower class statewide. The employee shall fill any vacant position in any equal or lower bargaining unit classification which is within his/her current employment condition and agency, provided he/she is qualified for the position. However, if no such vacancy is available in the bargaining unit class in which the employee most recently served, he/she may proceed to option B4.
 4. Bump into a lower class statewide. Proceeding on the basis of inverse order of the Classification Seniority of the employees currently occupying the positions, the employee shall bump into the first

position for which he/she is qualified in the next lower or equal classification, in the employment condition and agency in which the employee bumping is currently serving, provided that the position is occupied by an employee with less Classification Seniority than the employee bumping.

- C. Accept the Layoff. If none of the options in A or B above exist, or if the employee about to be laid off chooses not to accept the options as set forth in A or B above, the employee shall be laid off.

An employee who does not have sufficient Classification Seniority to bump into a classification in which he/she has previously served shall not forfeit the right to exercise Classification Seniority in bumping into the next classification in which he/she has previously served.

Employees who have accepted positions outside of the bargaining unit under the same Appointing Authority shall retain full bumping rights into a previously held classification within the bargaining unit and Appointing Authority based upon Classification Seniority.

Section 5. Out-of-Order Seniority Layoff. Upon the request of a more senior employee and with the approval of the Appointing Authority, a more senior employee in the same class may be laid off out of seniority order.

Section 6. Relocation Expenses. If the application of Section 4 of this Article requires an employee to change residence and such change meets the thirty five (35) mile requirements provided for in Article XX, Relocation Expenses, the employee shall be eligible for payment of relocation expenses consistent with Article XX, subject to the following conditions:

- A. If an alternative(s) exists for an employee within thirty five (35) miles of his/her current work location, but the employee chooses to accept a vacancy or bump to a position more than thirty five (35) miles from his/her current work location in order to retain his/her current rate of pay or in order to take the least cut in the rate of pay, the employee shall be eligible for all relocation expenses except realtor fees.
- B. If no alternative(s) exists within thirty five (35) miles of his/her current work location, the employee shall be eligible for all relocation expenses.

Section 7. Layoff Lists. The names of employees who have been laid off or demoted in lieu of layoff, or whose position has been reallocated down shall be placed on a layoff list for the seniority unit, classification and employment condition from which they were laid off or demoted in lieu of layoff in order of Classification Seniority. Names shall be retained on the 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 eight (8) years.

No employee's name shall be removed from a layoff list because of refusal to return to work unless the position is in the classification, seniority unit and employment condition from which the employee was laid off and is within thirty-five (35) miles of the employee's former work location.

Section 8. Recall. In case of a recall, employees shall be recalled from layoff in the order in which their names appear on the layoff list for the seniority unit, classification and employment condition from which they were laid off, or whose position has been reallocated down provided that the employee being recalled from layoff is qualified for the position.

An employee shall be notified of recall by certified mail (return receipt required) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. A copy of this notice shall be sent to the Council. 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.

Section 9. Reemployment Lists. The name of an employee placed on the layoff list shall automatically be placed on the reemployment list for the same class. The name of an employee who is laid off shall also be placed on all reemployment lists for those classifications in which the employee has held Classification Seniority and for locations and employment conditions for which the employee is eligible and has indicated in writing, on a form provided by the Appointing Authority, a willingness to accept employment. The Department of Employee Relations shall then certify the name of the laid off employee to be considered for appointment to vacancy for which the employee is eligible. The provisions of Section 9 shall not apply to employees on seasonal layoff.

Section 10. Affirmative Action. In accomplishing a layoff pursuant to Article XIII, the Appointing Authority may deviate from the seniority provisions of this Article, whenever such layoffs would increase existing disparities or result in a disparity in accordance with affirmative action goals for those individuals and protected classes who have been historically disadvantaged because of systematic discrimination. The provisions of this section shall not apply to employees with more than two years State Seniority.

Section 11. Exclusions. The provisions of this Article shall not apply to unclassified, provisional, or temporary employees.

ARTICLE XIV

DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed on employees with permanent status only for just cause.

Section 2. Disciplinary Action.

A. Discipline may include only the following, but not necessarily in this order:

1. Oral reprimand (not grievable)
2. Written reprimand (not arbitrable)
3. Suspension or Temporary Equivalent Reduction in Pay
4. Demotion
5. Discharge

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, with a copy to the Council.

Transfers shall not be used as a disciplinary action.

B. Reprimand. If the Appointing Authority has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees or the public.

Section 3. Council Representation. The Appointing Authority shall not meet with an employee for the purpose of questioning the employee during an investigation that may lead to disciplinary action without first offering the employee an opportunity for Council representation.

Section 4. Discharge of Permanent Employees. 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 Council shall be notified, in writing, that the employee is to be discharged and shall be furnished with the reason(s) therefor and the effective date of the discharge. The employee may request an opportunity to hear an explanation of the evidence against him/her, and to present his/her evidence and is entitled to Council 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 suspension, the requirement to be in pay status shall not apply.

Section 5. Probationary Employees. Probationary employees serving an initial probationary period who are not certified, or who are discharged, suspended, or reprimanded shall not have access to provisions of the Grievance Procedure set forth in Article XV. Permanent employees serving a subsequent probationary period shall not have access to provisions of the Grievance Procedure in regard to non-certification.

Section 6. Unclassified Employees. The discharge of unclassified employees is not subject to the Grievance Procedure set forth in Article XV.

Section 7. Personnel Records. 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 personnel record.

An oral reprimand shall not become part of an employee's personnel record. Investigations which do not result in disciplinary actions shall not be entered into the employee's personnel records. 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.

Upon the request of the employee, a written reprimand or a written record of a suspension of ten (10) days or less, shall be removed from the employee's personnel record provided that no further disciplinary action has been taken against the employee for a period of two (2) years following the date of the written reprimand or three (3) years following the effective date of the suspension. Notwithstanding any of the provisions of this Article, the Council agrees that the Employer may continue to maintain records of prior incidents of disciplinary action after removal from the official personnel file for administrative purposes.

The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Council representative upon the written request of the employee. In the event a grievance is initiated under Article XV, the Appointing Authority shall provide a copy of any items from the employee's personnel office records upon the written request of the employee, provided the Council pays for the copies.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into their 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.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. For the purpose of this Agreement, a grievance shall be defined as a dispute or a disagreement as to the interpretation or application of any term or terms of this Agreement. Employees are encouraged to first attempt to resolve the matter on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction by informal discussion, it shall then be settled in accordance with the following procedure:

- STEP 1. The grievance shall be reduced to writing on forms provided by the Council setting forth the nature of the grievance, the facts upon which it is based, the section or sections of the Agreement alleged to have been violated, and the relief requested and shall be presented to the grievant's immediate supervisor (or other designated representative of the Appointing Authority) by a Council Representative. Any alleged violation not processed to this step within fifteen (15) working days of the first occurrence of the event giving rise to the grievance or within fifteen (15) working days after the grievant, through the use of reasonable diligence should have had knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived. Within ten (10) working days after receiving the written grievance, the grievant's immediate supervisor (or other designated representative of the Appointing Authority) and the Council Representative shall meet with or without the grievant, in an attempt to resolve the grievance. If the grievance remains unresolved after this meeting, the written answer of the immediate supervisor (or other designated representative of the Appointing Authority) to the grievance shall be given to the Council Representative within ten (10) working days of this meeting. The Council shall appeal the grievance to Step 2 within ten (10) working days of the receipt of the answer of the immediate supervisor (or other designated representative of the Appointing Authority) or the grievance shall be considered waived.
- STEP 2. Within ten (10) working days after receiving the Council's appeal, the Appointing Authority or designee and the appropriate Council Representative, with or without the employee, shall meet to attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the Appointing Authority or designee shall give

his/her written answer to the Council Representative within ten (10) working days following this meeting. The Council may refer the grievance in writing to Step 3 within ten (10) working days after receipt of the Appointing Authority's or designee's written answer. Any grievances not so appealed to the next step shall be considered waived.

STEP 3. Within ten (10) working days following the receipt of a grievance referred from Step 2, the Appointing Authority or designee shall meet with the Council's designee and attempt to resolve the grievance. Within ten (10) working days following this meeting, the Appointing Authority or designee shall respond in writing to the Council Representative stating the Appointing Authority's or designee's answer concerning the grievance.

STEP 4. Within ten (10) working days following receipt of the Appointing Authority's or designee's written response, the Council may refer the grievance to Arbitration if the grievance remains unresolved and does not involve the dismissal or non-certification of a probationary employee. Any grievance not referred in writing by the Council to Step 4 within ten (10) working days following the receipt of the answer of the Appointing Authority or designee, shall be considered waived.

The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Council within ten (10) working days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) working day period, either party may request the Director of the Bureau of Mediation Services, to submit a panel of five (5) arbitrators. Upon receipt of a panel of arbitrators the parties shall have ten (10) working days to select an arbitrator. Both the Employer and the Council shall have the right to strike two names from the panel. A coin shall be flipped to determine which party shall strike the first name. The other party shall then strike one name. The parties shall continue in turn by alternately each striking one additional name, and the remaining person shall be the arbitrator.

Section 2. Arbitrator's Authority.

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted in writing by the Employer and the Council and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Council, and the employees.

B. The fee and expenses for the arbitrator's services and proceedings shall be borne equally by the Appointing Authority and the Council, provided that each party shall be responsible for compensating its own representatives and witnesses.

If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If either party desires a transcription of the verbatim record, it shall pay for such transcription and provide a free copy to the arbitrator. Should the other party desire a copy of such transcription, it shall pay the service who took the verbatim record for such copy. If both parties agree, in writing, to obtain the verbatim record, they may share equally the cost of such record and any transcriptions of the record.

Section 3. Time Limits. If a grievance was not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority or designee's last answer. If the Appointing Authority or designee does not answer a grievance or an appeal thereof within the specified time limits, the Council 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 designee and the Council at each step. The parties may waive Steps 1 and 2 and proceed immediately to Step 3 by mutual written agreement of the Appointing Authority or designee and the Council.

Section 4. Processing Grievances. The Council Representative involved and the grieving employee 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. The Council Representative and the grieving employee shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises to investigate and to present the employee's grievance to the Appointing Authority.

The Council Representative and the grieving employee shall receive their regular pay when a grievance is investigated or presented during working hours in Steps 1 through 3. In addition, the Council Representative, the Executive Committee of the Council, and the Council President or his designee, shall receive their regular pay if they participate in Steps 2 and 3.

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

ARTICLE XVI

JOB SAFETY

Section 1. General. It shall be the policy of the Appointing Authority to provide for the safety of its employees by providing safe working conditions, safe work areas, and safe work methods. The employees shall have the

responsibility to use all provided safety equipment and procedures in their daily work and shall cooperate in all safety and accident prevention programs.

Section 2. Employee Safety.

- A. All unsafe equipment or job conditions shall be brought to the attention of the immediate supervisor. Should the unsafe condition not be corrected within a reasonable time, the equipment or job practice shall be brought to the attention of the Appointing Authority's Safety Committee.
- B. Any protective equipment or clothing 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.
- C. All employees who are injured or who are involved in an accident during the course of their employment no matter how slight the injury shall file an accident report, with the designated supervisor, prior to the conclusion of the employee's work day, whenever possible. While the initial report may be given orally, it must be followed up promptly with a written report on the First Report of Injury form. A copy of the accident report shall be furnished to the Appointing Authority's Safety Committee by the Appointing Authority. Any necessary medical attention shall be arranged by the designated supervisor. The Appointing Authority shall provide assistance to employees in filling out all necessary Worker's Compensation forms, when requested.
- D. Any medical examination required by the Appointing Authority, OSHA, or the Federal Mine Safety and Health Administration pursuant to this Article shall be at no cost to the employee and the Appointing Authority shall receive a copy of the medical report.
- E. Monitoring of workplace environments and personal exposures to toxic or hazardous materials or conditions shall be performed as required by OSHA.

Section 3. Safety Committee. The Council shall be given the opportunity to have an employee on all safety committees established by the Appointing Authority. The Safety Committee shall meet at least twice a year. Additional meetings may be requested by the Safety Officer, Council or a majority of the Committee.

Section 4. Injured on Duty Pay. In the event that employees volunteer or are assigned to perform duties during an emergency staffing situation, an employee who, while acting in a reasonable and prudent manner within his/her scope of authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person during such emergency staffing situation, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the workers' compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to 240 times the employee's regular hourly rate of pay per disabling injury.

ARTICLE XVII

WAGES

Section 1. Salary Ranges. The salary ranges for classes covered by this Agreement shall be those contained in Appendix B. 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 classes shall be established by the Department of Employee Relations which will advise the Council 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.

Section 2. General Wage Adjustment. Effective July 1, 1985, employees shall convert to salary ranges covered by this Agreement in Appendix C. Effective July 1, 1986, salary ranges for employees covered by this Agreement shall incorporate a 4.00% salary increase, as shown in Appendix D.

Section 3. Conversion. Effective July 1, 1985 and July 1, 1986, all employees shall be advanced in salary from their rate of pay and step in the salary range to which their salary range is assigned immediately preceding that date to the comparable step in the new salary range for their class, or the new minimum rate of pay for the class, whichever rate is greater. Compensation grids showing ranges and steps are found in Appendix C and D.

Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases.

Section 4. Salary Range Adjustments. The class Engineering Specialist, Senior shall be placed in salary range 7I. Employees in the class shall be placed on step in the following fashion:

<u>Step Before Adjustment</u>	<u>Step After Adjustment</u>
1	1
2	1
3	2
4	3
5	4
6	5
7	6
8	7
9	8

This action shall not affect progression within the range and employees shall progress to the next step in the range in accordance with Section 5 (Progression).

The class Engineer, Principal and Land Surveyor, Principal shall be placed in salary range III. Employees in these classes shall be placed on step in the following fashion:

Step Before Adjustment

Step After Adjustment

1	1
2	1
3	2
4	3
5	4
6	5
7	6
8	7
9	8
10	9

The class Engineer, Administrative shall be placed in salary range 12I. Employees in the class shall be placed at the same step in the new range as they held in the old range, in the following fashion:

Step Before Adjustment

Step After Adjustment

1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9

Section 5. Progression. All increases authorized by this section shall be effective at the start of the pay period nearest to the anniversary date of required service.

Employees may receive a one-step salary increase annually on their anniversary date until reaching the "position rate" in their salary range, provided their performance is satisfactory. The position rate shall be as follows:

<u>No. Steps in Range</u>	<u>Position Rate</u>
10	6th Step
9	5th Step
8	5th Step
7	4th Step
6	4th Step
5	4th Step
4	3rd Step
3	3rd Step

Beyond the position rate, employees may receive one step satisfactory performance increases biennially on their anniversary date upon the recommendations of their Appointing Authority, up to and including the maximum salary rate for their class.

Authorized increases shall be recommended in the context of performance measured against specific performance standards or objectives. Increases will not be recommended for employees in this schedule who have not met, or only marginally attained, performance standards or objectives. Increases withheld may subsequently be granted upon certification by the Appointing Authority that the employee is achieving performance standards or objectives.

The anniversary date for all persons employed on or before May 30, 1973, shall be May 30. For those reinstated from a leave of absence during the period May 30, 1973, through June 30, 1975, the anniversary date shall be the month and date of such reinstatement. After June 30, 1975, reinstatement from a leave of absence shall not change an employee's anniversary date. For all employees employed, promoted, reinstated after resignation or retirement, or re-employed after May 30, 1973, the anniversary date shall be the month and date of such action.

Section 6. Achievement Awards. At the Appointing Authority's discretion, an employee who has demonstrated outstanding performance may receive one achievement award per fiscal year. At the Appointing Authority's option, the employee may receive a one step in range adjustment or a lump sum amount equal to four (4) percent of the employee's current annual salary not to exceed \$1,600. In no instance during a fiscal year shall achievement awards be granted to more than 40% of the number of employees authorized at the beginning of the fiscal year.

Section 7. 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 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 within the range of the new class. However, an employee may continue to receive a rate of pay in excess of the maximum with the approval of the Appointing Authority.

C. Salary on Demotion.

1. Demotion for Cause.

An employee who has been demoted to a class in a lower salary range shall be paid a salary rate within the range of the class to which such employee has been demoted.

2. Demotion Other Than for Cause.

An employee who takes a voluntary demotion shall receive a salary within the range for the class to which he/she is demoted as determined by the Appointing Authority. 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 Employee Relations.

D. Reallocation.

If a position is reallocated to a class in a lower salary range, 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 or conversion increases as provided by this Agreement.

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.

Section 8. Salary Upon Reinstatement or Reemployment. If a former employee is reemployed or reinstated into a class in which that employee was previously employed, the Appointing Authority may make an appointment at the same rate of pay the employee had been receiving at the time of separation from State service and/or the class, plus any automatic adjustments that may have been made since the employee left State service and/or the class. Appointments above such rate of pay must be approved by the Commissioner of Employee Relations before they can take effect.

Section 9. Shift Differential. Effective July 1, 1985, 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 thirty five cents (\$.35) 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 10. Work Out of Class. When an employee is expressly assigned to perform all of the duties of a position allocated to a different class that is temporarily unoccupied for reasons other than one of the following:

- 1) Vacation; or,
- 2) Short periods of sick leave; or,
- 3) The time required, to a maximum of four (4) weeks, for the posting, bidding, and job filling process;
- 4) Voluntary mobility assignments, of less than six (6) months duration, which give the employee on such mobility assignment an opportunity for personal career growth;

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 lower or equal class or at a rate within a higher range which is equal to the minimum rate for the higher class or four percent higher than the employee's current salary, whichever is greater.

Section 11. 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 mandatory retirement or 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. Severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours). If necessary, accumulated but unused sick leave bank hours shall be added to the sick leave

balance to attain the nine hundred (900) hours maximum. In addition, the employee shall receive twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

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

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 five years from termination of employment. In the event that a terminated employee dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

ARTICLE XVIII

INSURANCE

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

Section 2. Eligible Employees. All employees covered by this Agreement who: 1) are scheduled to work at least forty (40) hours weekly for a period of nine (9) months or more in any twelve (12) consecutive months; or 2) are scheduled to work at least thirty (30) hours weekly for a twelve (12) consecutive month period shall be eligible to receive the benefits provided under this Article, except for emergency, temporary, or intermittent employees; student workers hired after July 1, 1979, and interns; part-time or seasonal employees serving on less than a seventy-five (75) percent time basis. This exclusion shall not apply to a part-time or seasonal employee in the classified service who prior to April 1, 1967, was eligible for State paid basic life insurance and health benefits. However, seasonal employees who were receiving State group insurance benefits prior to July 1, 1977, shall continue to be eligible to receive State group insurance benefits for so long as they are employed on the same basis on which they were employed prior to July 1, 1977.

The Employer will pay, at the employee's option, one-half (1/2) the State contribution toward the premium for the hospital, medical and dental coverages provided by this Article for the following employees and their dependents: employees holding part-time, unlimited appointments who work fifty percent (50%) but less than seventy-five percent (75%) of the time.

Enrollment must be at the time of initial employment or during a period of open enrollment. Life insurance for employees and dependents shall be available on the same terms as for comparable full-time employees.

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

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

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

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

If an eligible employee is employed on the basis of a school year and such employment contemplates absences from the State payroll during the summer months or vacation periods scheduled by the Appointing Authority which occur during the regular school year, the employee shall nonetheless continue to be eligible for benefits provided the employee appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences. Part-time or seasonal employees who do not meet the 75% time requirements set forth above for full or one-half Employer contribution may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

Section 3. Health Insurance.

A. Employer Contribution. For the period July 1, 1985 through October 2, 1985 the Employer shall contribute toward the cost of employee and dependent health and dental coverage an amount equal to the Employer's contribution in effect on June 30, 1985.

1. Employee Coverage. Effective October 2, 1985, the Employer shall contribute toward the cost of employee health coverage an amount equal to the total monthly employee-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.
2. Dependent Coverage. Effective October 2, 1985, the Employer shall contribute toward the cost of dependent health coverage an amount equal to 90% of the total monthly dependent-only premium of the carrier with the lowest cost family premium operating in the county of the employee's permanent work location and under contract to serve the State employee group plan.

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

Effective October 2, 1985 the fee-for-service plan shall pay as follows:

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

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

Hospital Out-Patient:

100% of all allowable charges except for:

- Non-emergency visits. 80% of costs will be reimbursed.
- Lab tests and x-rays for reasons other than medical emergency, injury or preadmission tests. 80% of costs will be reimbursed.
- Chemical dependency. Chemical dependency care will be reimbursed 100% up to 130 hours of treatment per calendar year.
- Mental illness care. 80% of \$750 per calendar year of mental illness care will be reimbursed.

Ambulatory Surgery Centers:

100% of all allowable charges.

Home Health Agencies:

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

Health Services of Health Care

Professionals:

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

physical examinations
well-child care
doctor visits
professional surgery fees
eye examinations
pregnancy-related care

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

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

Other Covered Health Services:

- Drugs - Covered 100% after a co-payment of \$4.50 per prescription.
- Supplies - Reimbursed 80% with no deductible.
- Ambulance - Reimbursed 80% with no deductible.

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

Section 4. Workers' Compensation. When an employee has incurred an on the job injury or disability and has filed a claim for Workers' Compensation, medical costs connected with the injury or disability shall be paid by the Health Maintenance Organization or the Health Insurance Carrier pursuant to the provisions of Minnesota Statutes 1982, 176.191, Subdivision 3.

Section 5. Employer Contribution for Dental Insurance.

- A. Employee Coverage. Effective October 2, 1985, the Employer shall contribute the lesser of the total employee Delta Dental monthly premium or the premium of the dental carrier covering the employee toward the cost for employee dental coverage.
- B. Dependent Coverage. Effective October 2, 1985, the Employer shall contribute the lesser of one-half the dependent Delta Dental monthly premium or the premium of the carrier covering the dependent toward the cost of dependent dental coverage.

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

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

<u>Employee's Annual</u> <u>Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and</u> <u>Dismemberment-Principal Sum</u>
\$0 - \$10,000	\$10,000	\$10,000
\$10,001 - \$15,000	\$15,000	\$15,000
\$15,001 - \$20,000	\$20,000	\$20,000
\$20,001 - \$25,000	\$25,000	\$25,000
\$25,001 - \$30,000	\$30,000	\$30,000
\$30,001 - \$35,000	\$35,000	\$35,000
\$35,001 - \$40,000	\$40,000	\$40,000
over \$40,000	\$45,000	\$45,000

An employee who becomes totally disabled before age 70 shall be eligible for the extended benefit provisions of the life insurance policy until age 70. Current recipients of extended life insurance shall continue to receive such benefits under the terms of the policy in effect prior to July 1, 1985.

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

- A. Additional Life Insurance. Up to \$105,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$3,000 for each dependent and up to one-half (1/2) the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.
- B. Short Term Salary Continuance. Provides benefits of \$140-\$1,100 per month, up to two-thirds of an employee's salary, for up to 180 days during total disability due to a non-occupational accident or illness. Benefits are paid from the first day of disabling accident and the eighth day of a disabling sickness.
- C. Long Term Salary Continuance. Provides benefits of \$200-\$1,000 per month, based on the employee's salary, commencing on the 181st day of total disability.
- D. Accidental Death and Dismemberment. Provides principal sum benefits in amounts ranging from \$5,000 to \$100,000. Payment is made only for accidental bodily injury or death and may vary, depending upon the extent of dismemberment. \$5,000 to \$25,000 coverage may also be purchased for the spouse of the employee, but not in excess of the amount carried by the employee.

Section 8. Group Premium for Early Retirement. Employees who retire from State service prior to age 65 and who are entitled at the time of retirement to receive an annuity under a State retirement program shall be eligible to continue to participate, at the employee's expense, in the group hospital, medical and dental benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 9. Insurance Coverage for Employees on Layoff. All eligible classified employees with three (3) years or more of continuous service who have been laid off shall continue to be eligible to receive the benefits provided under this Article for a period of six (6) months from the date of layoff. Such employees shall have the option to continue to participate in the group health insurance program for an additional twelve (12) months, at their own expense at the group premium rates.

Section 10. Open Enrollment. There shall be an open enrollment period for the coverages available under Section 3 above during each year of this agreement lasting a minimum of thirty (30) calendar days. The open enrollment period shall commence on or before September 1 of each year. For employees retiring and entitled to receive an annuity under a State retirement program, there shall be an open enrollment period for a thirty (30) calendar day period immediately preceding the date of retirement. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year or the first day of the first full payroll period following the employee's retirement.

There shall be an open enrollment period for the coverages available under Section 5 above during the first year of this Agreement lasting a minimum of thirty (30) calendar days and commencing on or before September 1, 1985. Changes in coverage shall become effective on October 2, 1985.

ARTICLE XIX

EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty seven (27) cents per mile for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, the Appointing Authority or designee shall authorize that mileage be paid at the rate of twenty one (21) cents per mile 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. The higher rate may be paid if the use of the motor pool vehicle would have resulted in a greater cost to the state than the reimbursement for the personal car rate or shall be paid if an employee requires a vehicle with hand controls or other adaptive driving devices, or if the vehicle must be large enough to accommodate a wheelchair and such a state owned vehicle is not available.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at the rate of forty (40) 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 changing device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at the rate of thirteen (13) 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 three (43) cents per mile and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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.

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. When an employee has a reservation for a flight that is not going to be used, such employee shall be accountable for the cancellation of such reservation.

Section 4. Lodging Expenses. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging. Charges shall be reasonable and consistent with the facilities available. The Appointing Authority may authorize the use of rental housing when the use of regular hotel or motel accommodations would result in a greater cost to the State.

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 travel status overnight or departs from home in an assigned travel status before 6:00 a.m.
- B. Noon Meal. For employees stationed outside the seven (7) county metropolitan area the following shall apply: Lunch reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period.

For employees stationed in the seven (7) county metropolitan area the following shall apply: Employees shall not be reimbursed for noon meals obtained in the seven (7) county metropolitan area except when authorized by the Appointing Authority as a special expense prior to incurring such expense.

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

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

Section 6. Personal Expenses. Personal expenses for purposes of this Article are defined as dry cleaning, laundry, and baggage handling. Employees continuing in a travel status in excess of one week who do not return home during that week may claim reimbursement not to exceed \$16.00 per week for laundry and dry cleaning and pressing expenses for each week after the first

week. If an employee returns home during a period of time in which he/she continues in travel status, the employee is not eligible for reimbursement for laundry, dry cleaning or pressing in the subsequent week. Receipts must accompany the claim for reimbursement. The employee's judgment is to be used regarding baggage handling expense. No reimbursement shall be made for personal phone calls, valet service, or similar personal expenses.

Section 7. Special Expenses. When prior approval has been granted by an Appointing Authority, special expenses, such as registration or conference fees and banquet tickets, incurred as a result of State business, shall also be reimbursed.

Section 8. Temporary Field Assignment. Employees away from their designated permanent or temporary station on unfinished assignments may be allowed mileage reimbursement for trips to their stations on alternate weekends. An employee may return to the station each weekend at State expense if the cost of such return is less than that of remaining in the field.

Section 9. Membership(s) in Professional Organizations. In each fiscal year, the Appointing Authority agrees to reimburse employees in the bargaining unit for membership dues paid to professional organizations related to the employee's job up to a maximum of \$50 each fiscal year or at the discretion of the Appointing Authority, up to \$150 each fiscal year.

Under no circumstances will the Employer reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment with the Employer.

Section 10. Payment of Expenses. Upon submission to the Appointing Authority, on the form prescribed by the Appointing Authority, an employee shall be reimbursed for expenses incurred by the employee within two (2) weeks from the time expense reports are submitted to the Appointing Authority. Where practical, the Appointing Authority may be billed directly.

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.

ARTICLE XX

RELOCATION EXPENSES

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

When an employee must change residence as a condition of employment or in order to accept an appointment at a higher salary range offered by an Appointing Authority, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursements of relocation expenses in accordance with the provisions of this Article. Employees who are reassigned, transferred, or demoted to vacant positions in their Appointing Authority due to the abolishment (including transfer to another governmental jurisdiction or a

private enterprise), removal to a new location, or removal to another Appointing Authority of all or a major portion of the operations of their Appointing Authority shall receive relocation expenses in accordance with the provisions of this Article. Employees who are demoted during their probationary period, after their fifteen (15) calendar day trial period, shall receive those relocation expenses provided in Section 2, Paragraph C and D, of this Article.

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

Eligibility for reimbursement of relocation expenses shall be limited to those moves where the new work location is at least thirty-five (35) miles or more from the employee's current work location or changes in residence required 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 is transferred or reassigned to a new work location which is thirty-five (35) miles or more from the employee's current work station.

No reimbursement for relocation expenses shall be allowed unless the change of residence is completed within twelve (12) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

- A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. At the discretion of the Appointing Authority, the 90 calendar day period may be extended up to an additional 90 calendar days. 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.
- B. Realtor's Fees. Realtor's fees of up to seven (7) percent of the sale price of the employee's domicile shall be paid at the discretion of the Appointing Authority.
- C. Moving Expenses. The Employer shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Employer shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of \$850.00 for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting appliances and/or utilities, the cost of insurance for property damage during the move, the reasonable transportation costs of the employee's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the

provisions of Article XIX Expense Allowances), or other direct costs associated with rental or purchase of another residence.

No reimbursement will be made for the cost of improvements to new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

ARTICLE XXI

NON-DISCRIMINATION

Section 1. Consistent Application. This Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, race, color, creed, national origin, political affiliation, physical handicap, marital status, or age, subject, however to the mandatory retirement age specified by the law. The Council shall share equally with the Employer the responsibilities established by this Article.

Section 2. Employee Responsibility. Employees covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees and the general public.

ARTICLE XXII

COMPLETE AGREEMENT AND WAIVER CLAUSE

Section 1. Complete Agreement Between Parties. Both parties acknowledge that during negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law, rule, or regulation from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Council, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

It is understood by the parties that this contract is the entire Agreement and concludes negotiations for the 1985-87 biennium, and the provisions which establish wages and economic fringe benefits must be submitted to the 74th, or subsequent session of the Minnesota Legislature or the Legislative Commission on Employee Relations for approval prior to implementation. Accordingly, both parties pledge their complete and active support toward early affirmative action by the Legislature. Concurrently, the parties further agree not to support or seek to modify its terms through legislative action which would

alter the express provisions of this contract. The Employer shall draft all necessary legislation required to implement fully the provisions of this Agreement.

ARTICLE XXIII

SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereunder having the force and effect of law. In the event that any provision of this Agreement is found to be inconsistent with such statutes, rules, or regulations, the provisions of the latter shall prevail. If any provision of this Agreement is found to be invalid or unenforceable by a court or other competent authority having jurisdiction, then such provision shall be considered void, but all other valid provisions shall remain in full force and effect.

If any provision or portion of this Agreement is prevented from being put into effect because of applicable legislative action, Executive Order or regulation dealing with wage and price controls, then only such specific provisions or portion specified in such decisions shall be invalid, the remainder of this Agreement continuing in full force and effect for the term of the Agreement. Provided, however, any provision of this Agreement so prevented from being put into effect shall become effective at such time, in such amounts, and for such periods, retroactively and prospectively, as will be permitted by law at any time during the life of this Agreement or any extension thereof.

ARTICLE XXIV

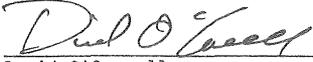
DURATION

This Agreement shall be effective as of the 4th day of September, 1985 and shall remain in full force and effect through the 30th day of June, 1987. It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than November 15 of even numbered years that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

In witness whereof, the parties hereto have set their hands as the full and complete Agreement between the parties for the duration specified this 3rd day of September, 1985.

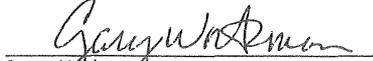
FOR THE COUNCIL



David O'Connell
Executive Director

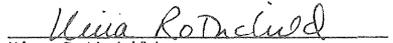


Allan Pint
President



Gary Workman
Vice President

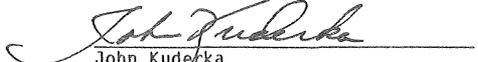
FOR THE EMPLOYER



Nina Rothchild
Commissioner of Employee Relations



Lance Teachworth
State Labor Negotiator



John Kuderka
Labor Relations Representative, Sr.

APPENDIX B

SALARY RANGE ASSIGNMENTS

1G	Graduate Engineer 1
4G	Graduate Engineer 2 Land Surveyor
5I	Engineering Specialist Radio Engineer 1
7I	Engineering Specialist, Senior
8I	Senior Land Surveyor Radio Engineer 2 Senior Engineer
11I	Principal Engineer Principal Land Surveyor
12I	Administrative Engineer

APPENDIX C

Unit 212 MSEC Engineers
Series E Ranges 1-12
Effective 7/1/85-6/30/86

Comp Code		A	B	C	D	E	F	G	H	I		
Step		01	02	03	04	05	06	07	08	09	Range	
Series	Range											
E	1	YR	22,404	23,177	24,075	24,993	25,954	26,935	27,958	29,023	30,151	1
		MO	1,867	1,931	2,006	2,083	2,163	2,245	2,330	2,419	2,513	
		HR	10.73	11.10	11.53	11.97	12.43	12.90	13.39	13.90	14.44	
E	2	YR	23,177	24,075	24,993	25,954	26,935	27,958	29,023	30,151	31,299	2
		MO	1,931	2,006	2,083	2,163	2,245	2,330	2,419	2,513	2,608	
		HR	11.10	11.53	11.97	12.43	12.90	13.39	13.90	14.44	14.99	
E	3	YR	24,075	24,993	25,954	26,935	27,958	29,023	30,151	31,299	32,468	3
		MO	2,006	2,083	2,163	2,245	2,330	2,419	2,513	2,608	2,706	
		HR	11.53	11.97	12.43	12.90	13.39	13.90	14.44	14.99	15.55	
E	4	YR	24,993	25,954	26,935	27,958	29,023	30,151	31,299	32,468	33,700	4
		MO	2,083	2,163	2,245	2,330	2,419	2,513	2,608	2,706	2,808	
		HR	11.97	12.43	12.90	13.39	13.90	14.44	14.99	15.55	16.14	
E	5	YR	25,954	26,935	27,958	29,023	30,151	31,299	32,468	33,700	34,995	5
		MO	2,163	2,245	2,330	2,419	2,513	2,608	2,706	2,808	2,916	
		HR	12.43	12.90	13.39	13.90	14.44	14.99	15.55	16.14	16.76	
E	6	YR	26,935	27,958	29,023	30,151	31,299	32,468	33,700	34,995	36,331	6
		MO	2,245	2,330	2,419	2,513	2,608	2,706	2,808	2,916	3,028	
		HR	12.90	13.39	13.90	14.44	14.99	15.55	16.14	16.76	17.40	
E	7	YR	27,958	29,023	30,151	31,299	32,468	33,700	34,995	36,331	37,709	7
		MO	2,330	2,419	2,513	2,608	2,706	2,808	2,916	3,028	3,142	
		HR	13.39	13.90	14.44	14.99	15.55	16.14	16.76	17.40	18.06	
E	8	YR	29,023	30,151	31,299	32,468	33,700	34,995	36,331	37,709	39,171	8
		MO	2,419	2,513	2,608	2,706	2,808	2,916	3,028	3,142	3,264	
		HR	13.90	14.44	14.99	15.55	16.14	16.76	17.40	18.06	18.76	
E	9	YR	30,151	31,299	32,468	33,700	34,995	36,331	37,709	39,171	40,674	9
		MO	2,513	2,608	2,706	2,808	2,916	3,028	3,142	3,264	3,390	
		HR	14.44	14.99	15.55	16.14	16.76	17.40	18.06	18.76	19.48	
E	10	YR	31,299	32,468	33,700	34,995	36,331	37,709	39,171	40,674	42,219	10
		MO	2,608	2,706	2,808	2,916	3,028	3,142	3,264	3,390	3,518	
		HR	14.99	15.55	16.14	16.76	17.40	18.06	18.76	19.48	20.22	
E	11	YR	32,468	33,700	34,995	36,331	37,709	39,171	40,674	42,219	43,827	11
		MO	2,706	2,808	2,916	3,028	3,142	3,264	3,390	3,518	3,652	
		HR	15.55	16.14	16.76	17.40	18.06	18.76	19.48	20.22	20.99	
E	12	YR	33,700	34,995	36,331	37,709	39,171	40,674	42,219	43,827	45,477	12
		MO	2,808	2,916	3,028	3,142	3,264	3,390	3,518	3,652	3,790	
		HR	16.14	16.76	17.40	18.06	18.76	19.48	20.22	20.99	21.78	

Step	01	02	03	04	05	06	07	08	09
Comp Code	A	B	C	D	E	F	G	H	I

YR - Yearly Salary Rate
MO - Monthly Salary Rate
HR - Hourly Salary Rate

APPENDIX D

Unit 212 MGECC Engineers
Series E Ranges 1-12
Effective 7/1/86-6/30/87

Comp Code		A	B	C	D	E	F	G	H	I		
Step		01	02	03	04	05	06	07	08	09		
Series	Range										Range	
E	1	YR	23,302	24,096	25,035	25,996	26,998	28,021	29,086	30,192	31,362	1
		MO	1,942	2,008	2,086	2,166	2,250	2,335	2,424	2,516	2,613	
		HR	11.16	11.54	11.99	12.45	12.93	13.42	13.93	14.46	15.02	
E	2	YR	24,096	25,035	25,996	26,998	28,021	29,086	30,192	31,362	32,552	2
		MO	2,008	2,086	2,166	2,250	2,335	2,424	2,516	2,613	2,713	
		HR	11.54	11.99	12.45	12.93	13.42	13.93	14.46	15.02	15.59	
E	3	YR	25,035	25,996	26,998	28,021	29,086	30,192	31,362	32,552	33,763	3
		MO	2,086	2,166	2,250	2,335	2,424	2,516	2,613	2,713	2,814	
		HR	11.99	12.45	12.93	13.42	13.93	14.46	15.02	15.59	16.17	
E	4	YR	25,996	26,998	28,021	29,086	30,192	31,362	32,552	33,763	35,058	4
		MO	2,166	2,250	2,335	2,424	2,516	2,613	2,713	2,814	2,921	
		HR	12.45	12.93	13.42	13.93	14.46	15.02	15.59	16.17	16.79	
E	5	YR	26,998	28,021	29,086	30,192	31,362	32,552	33,763	35,058	36,394	5
		MO	2,250	2,335	2,424	2,516	2,613	2,713	2,814	2,921	3,033	
		HR	12.93	13.42	13.93	14.46	15.02	15.59	16.17	16.79	17.43	
E	6	YR	28,021	29,086	30,192	31,362	32,552	33,763	35,058	36,394	37,793	6
		MO	2,335	2,424	2,516	2,613	2,713	2,814	2,921	3,033	3,149	
		HR	13.42	13.93	14.46	15.02	15.59	16.17	16.79	17.43	18.10	
E	7	YR	29,086	30,192	31,362	32,552	33,763	35,058	36,394	37,793	39,213	7
		MO	2,424	2,516	2,613	2,713	2,814	2,921	3,033	3,149	3,268	
		HR	13.93	14.46	15.02	15.59	16.17	16.79	17.43	18.10	18.78	
E	8	YR	30,192	31,362	32,552	33,763	35,058	36,394	37,793	39,213	40,737	8
		MO	2,516	2,613	2,713	2,814	2,921	3,033	3,149	3,268	3,395	
		HR	14.46	15.02	15.59	16.17	16.79	17.43	18.10	18.78	19.51	
E	9	YR	31,362	32,552	33,763	35,058	36,394	37,793	39,213	40,737	42,303	9
		MO	2,613	2,713	2,814	2,921	3,033	3,149	3,268	3,395	3,525	
		HR	15.02	15.59	16.17	16.79	17.43	18.10	18.78	19.51	20.26	
E	10	YR	32,552	33,763	35,058	36,394	37,793	39,213	40,737	42,303	43,911	10
		MO	2,713	2,814	2,921	3,033	3,149	3,268	3,395	3,525	3,659	
		HR	15.59	16.17	16.79	17.43	18.10	18.78	19.51	20.26	21.03	
E	11	YR	33,763	35,058	36,394	37,793	39,213	40,737	42,303	43,911	45,581	11
		MO	2,814	2,921	3,033	3,149	3,268	3,395	3,525	3,659	3,798	
		HR	16.17	16.79	17.43	18.10	18.78	19.51	20.26	21.03	21.83	
E	12	YR	35,058	36,394	37,793	39,213	40,737	42,303	43,911	45,581	47,293	12
		MO	2,921	3,033	3,149	3,268	3,395	3,525	3,659	3,798	3,941	
		HR	16.79	17.43	18.10	18.78	19.51	20.26	21.03	21.83	22.65	

Step 01 02 03 04 05 06 07 08 09
 Comp Code A B C D E F G H I
 YR - Yearly Salary Rate
 MO - Monthly Salary Rate
 HR - Hourly Salary Rate

APPENDIX E - INSURANCE

Employee Group Life & Health Care Program
STATE OF MINNESOTA
October 2, 1985

This Appendix contains a brief description of the benefits provided by each of the carriers. Enrolled employees receive Certificates stating the main provision of each Master Policy under which they have elected coverage.

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

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

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

Basic benefits shall become effective on the first day of the payroll period beginning on or after the 28 calendar days of employment with the State. An employee must be actively at work on the effective date of coverage. This actively at work requirement also applies to any optional coverages. Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital. In no event, will the dependents' coverage become effective before the employee's coverage.

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

Group life insurance is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). The amount of State paid insurance provided will be according to the schedule in the employee's bargaining unit: employees becoming totally and permanently disabled prior to age 70, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until age 70.

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

You must elect either the fee-for-service plan or one of the health maintenance organizations described on the following pages. Benefits are coordinated with the benefits of other group plans. Eligible employees may select dental coverage under either the Delta Dental Plan of Minnesota, the Group Health Plan, or the Group Health Association of Northeastern Minnesota.

Eligible dependents, as it applies to the health coverage, include the subscriber's spouse if not legally separated, the subscriber's unmarried dependent children from birth to age 19 or to age 23 if such unmarried dependent child 19 years of age or older is a full time student at an accredited educational institution, or to any age if such dependent son or daughter qualifies under the terms of the contract as being incapable of self-sustaining employment by reason of mental retardation or physical disability and is totally dependent upon the employee for support. The term dependent children shall include the employee's own children, legally adopted children, foster children and step-children.

Employee Group Life &
Health Care Program

State of Minnesota

The State of Minnesota provides, where available, two comprehensive approaches to health care: the fee-for-service concept and the health maintenance organization (HMO) concept. Both of these have eliminated the need for members to file claims or handle paperwork.

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

Similarly, the new fee-for-service plan provides coverage at no cost to the member for preventive medicine, physician, and outpatient services within the physician network. The employee or covered dependent in the fee-for-service plan is not restricted to only those physicians and hospitals in the network. Members receive full coverage for emergency physician and outpatient services and partial coverage for non-emergency services outside the network. The employee also has the option of choosing partial or complete in-patient hospital coverage with this plan.

A description and comparison of the major provision of each of the plans is outlined in this Appendix.

CENTRAL MINNESOTA
GROUP HEALTH PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS	100% coverage in semi-private room for at least 365 days.
	SURGERY	100% covered
	ANESTHESIOLOGY	100% covered
	X-RAY AND LABORATORY	100% covered
(In-patient and clinical)	OFFICE CALLS	100% covered
	EYE EXAMS	100% covered
	WATERNITY	100% covered while coverage is in force.
<hr/>		
VARIED BENEFITS		
PREVENTIVE MEDICINE		100% coverage for health evaluations. Includes annual routine physical, well baby and child care, immunizations, vaccinations, allergy treatment or testing, pap smears and family planning services. Health education programs are available through CHGHP medical center.
<hr/>		
OUT PATIENT EMERGENCY		100% coverage
<hr/>		
PRESCRIPTIONS, DRUGS		Member pays \$2 a prescription for up to 34 day supply. Drugs available at CHGHP medical center or participating pharmacies.
<hr/>		
EYE GLASSES		Available at reduced cost at participating optical stores.
<hr/>		
MENTAL HEALTH INPATIENT		100% coverage up to 30 days a calendar year.
<hr/>		
OUTPATIENT		20 visits a calendar year, member pays \$10 a visit or 20%, whichever is greater.
<hr/>		
CHEMICAL DEPENDENCY INPATIENT		80% coverage for 73 days when authorized by a CHGHP physician.
<hr/>		
OUTPATIENT		Covered under out-patient mental health.
<hr/>		
SUPPLEMENTAL BENEFITS		90% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CHGHP physician; \$10,000 lifetime maximum.
<hr/>		
OUT OF AREA BENEFITS		100% coverage for hospitalization. 80% for physician fees and emergency room. 50% for out-of-area prescriptions (up to a 31-day supply). Reciprocity with more than 50 HMOs is available.
<hr/>		
DENTAL CARE		80% (up to \$300 per calendar year) for accidental injury to sound natural teeth.
<hr/>		
PRE-EXISTING CONDITIONS		No restrictions.
<hr/>		
CONVERSION PLAN		CHGHP provides conversion to a self pay CHGHP membership.

COORDINATED HEALTH CARE

MORE HMO PLAN INC.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered
100% covered
100% covered
100% covered while coverage is in force.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered
100% covered
100% covered
100% covered while coverage is in force.

100% coverage for health evaluations, immunizations, hearing exams, eye exams, well child care when provided or referred by CHC physician. Allergy testing and treatment covered 100%, shots at \$10 for six months.

100% coverage for routine annual physicals and immunizations, PAP smears, well baby and child care.

Members follow the direction of their CHC clinic in emergencies. A \$10 co-payment is charged for authorized use of hospital emergency room unless admitted to the hospital.

Member pays \$10 a visit at hospital for in or out-of-area emergencies (waived if admitted to hospital.)

Member pays \$2 for 34 day prescription at any CHC related pharmacy.

Member pays \$1 a prescription at participating pharmacies. \$2 at non-participating pharmacies when ordered by Plan, referral or emergency physician.

Available at discount at CHC Eye Care Center and other selected eye care centers. Contacts available at discount at CHC Eye Care Center.

Substantial discounts through range opticians.

\$15 a day co-payment, maximum confinement 30 days.

100% coverage in semi-private room for 70 days in a calendar year, when under care of Range Mental Health Center.

100% coverage 1st through 5th visits, \$10 co-payment 6th through 25th visits, maximum 25 visits per year. Must be under the direction of CHC physician.

100% coverage for 20 visits per calendar year, when under care of Range Mental Health Center.

Member pays \$15 a day 1st through 30th day, \$25 a day 31st through 73rd day, maximum of 73 days.

100% coverage to benefit limit for 73 days per calendar year when under care of Range Mental Health Center.

1st through 5th visit covered in full, 6th through 25th visit member pays \$10, maximum 25 visits a year.

No limit when under care of Range Mental Health Center.

Services including oxygen and medical equipment are covered at 80%. The 20% balance is a member co-payment. Home health care provided at 100% if medically necessary.

100% coverage on rental or purchase of durable equipment when prescribed by plan physician.

Physician: covered at 80%. Out-patient: covered at 80%. In-patient: hospital room and board is covered at 100%, everything else 80%. Member is limited to \$500 maximum out-of-pocket cost per person per incident.

Emergency physician and Inpatient and Outpatient hospital services covered as in area.

Dental care and dental surgery is excluded except if required by reason of accidental injury to sound natural teeth, excision of tumors, and exostoses.

Limited dental benefits available. Contact plan office for details.

No restrictions during open enrollment periods.

No restrictions.

Member may convert to an individual plan. A special package is available to member who leaves metropolitan area. (See certificate)

Full plan level of benefits if in plan service area.

MEDCENTERS HEALTH
PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS SURGERY ANESTHESIOLOGY X-RAY AND LABORATORY (In-patient and clinical) OFFICE CALLS EYE EXAMS MATERNITY	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered 100% covered 100% covered 100% covered while coverage is in force.
<hr/>		
VARIED BENEFITS		
PREVENTIVE MEDICINE		100% coverage for physical examinations (except for employment or insurance) and well baby care, immunizations, and allergy testing and treatment.
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OUT PATIENT EMERGENCY		Member pays \$25 a visit, waived if admitted for same condition within 24 hours.
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PRESCRIPTIONS, DRUGS		Member pays up to \$3.00 a prescription for 30 day supply (90 days for birth control pills, 1000 units of insulin). May be purchased at 350 participating pharmacies.
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EYE GLASSES		\$50 credit on eye glasses or contacts obtained at Benson's, Daytons, Target or St. Paul Eye Clinic.
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MENTAL HEALTH INPATIENT		Inpatient: 80% coverage for up to 60 days per calendar year.
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OUTPATIENT		Outpatient: Individual Therapy - Member pays \$15 per session. Family Therapy - Family pays \$15 per session. Group Therapy - Member pays \$5 per session. Maximum: 30 visits per calendar year.
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CHEMICAL DEPENDENCY INPATIENT		80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.
OUTPATIENT		Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.
<hr/>		
SUPPLEMENTAL BENEFITS		80% coverage for ambulance, prosthetic devices and durable medical equipment.
<hr/>		
OUT OF AREA BENEFITS		MHP will pay 80% of first \$2000 of emergency expenses and 100% of the remainder in any calendar year.
<hr/>		
DENTAL CARE		Care resulting from accident to sound natural teeth covered at 80%.
<hr/>		
PRE-EXISTING CONDITIONS		No restrictions.
<hr/>		
CONVERSION PLAN		If remaining in service area MCHP provides conversion to non-group MKO membership in MCNP.

GROUP HEALTH INC.

HMO MINNESOTA

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for health evaluations (except to obtain employment or insurance), well baby care, immunizations, and allergy testing, treatment and shots. Health Education programs available through GHI.

100% coverage

Member pays \$2.00 a prescription for up to 34 days supply of drugs included in GHI formulary. Pharmacies available in all GHI centers.

Available at GHI cost when purchased at GHI centers in Metro area. Contact lenses also available at GHI.

100% coverage by GHI Mental Health Department up to 30 days a contract year.

Psychiatric care when provided or referred by GHI staff coverage limited to 20 visits per year at a member cost of \$10 per visit.

80% in-patient coverage for 73 days while covered and when authorized by GHI medical director.

100% out-patient coverage.

80% for skilled nursing care, oxygen, prosthetic devices, rental or purchase of durable medical equipment when prescribed by GHI physician. No maximum.

80% coverage of first \$2,000, 100% thereafter for emergency care. Applies to both in-hospital and physician services. Reciprocity with over 50 HMO's is available.

GHI member may select separate GHI dental coverage during dental open enrollment period or as a new employee. Accidental injury to sound natural teeth when care provided by GHI. Member pays lab charges.

No restrictions.

GHI provides conversion to a non-group HMO membership in GHI.

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% coverage for routine physicals, well baby care, immunizations and allergy treatment when coordinated by HMO physician.

Member pays \$25 a visit, waived if admitted for same conditions within 24 hours of visit.

Members pay \$3 for up to a 34 day supply of a prescription medication or refill at HMO Minnesota participating pharmacies.

Discount for glasses at HMO participating prescription centers.

Member pays 20% a day, up to 73 days a calendar year.

Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.

Member pays 20%, up to 73 days a calendar year.

Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.

100% coverage for rental or purchase of medical equipment when prescribed by a primary care HMO physician. Maximum benefit of \$250,000 per calendar year.

100% coverage for acute emergency.

No coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care HMO physician.

100% coverage with exception of non reconstructive congenital anomalies in children over 16.

Individual conversion plan available through HMO Minnesota. If member moves outside of HMO service area, conversion plan available through Blue Cross/Blue Shield of Minnesota.

PHYSICIANS HEALTH
PLAN

SIMILAR BENEFITS

GENERAL HOSPITAL	ADMISSIONS SURGERY ANESTHESIOLOGY X-RAY AND LABORATORY (In-patient and clinical) OFFICE CALLS EYE EXAMS MATERNITY	100% coverage in semi-private room for unlimited days.* 100% covered* 100% covered* 100% covered* 100% covered* 100% covered** 100% covered** 100% covered while coverage is in force.*
<hr/>		
VARIED BENEFITS		
PREVENTIVE MEDICINE		100% coverage for routine health exams well child care, ** and immunizations. Examinations for employment, licensure, judicial orders, insurance or medical research are excluded.
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OUT PATIENT EMERGENCY		Member pays \$25 a visit for emergency room and out-patient services through any participating hospital; 100% coverage for scheduled out-patient surgery, diagnostic tests and therapy for which no facility charge is made or when admission for same emergency condition occurs within 24 hours.
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PRESCRIPTIONS, DRUGS		Member pays up to \$4.50 a prescription or refill for up to 34-day supply; (3 cycles for birth control pills).
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EYE GLASSES		Discounts for eye glasses are available through participating optical centers. **
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MENTAL HEALTH		Inpatient: 80% coverage of medically necessary expenses * with a 73-day limit per member per calendar year provided member has been authorized in advance by the PHP mental health designee, Metropolitan Clinic of Counseling (MCC).
	INPATIENT	
	OUTPATIENT	Outpatient: Member pays \$10 per visit for individual * therapy, \$5 per visit for group therapy. Maximum of 30 visits per calendar year, provided care has been authorized by the PHP mental health designee, MCC.
<hr/>		
CHEMICAL DEPENDENCY		Same coverage as above. *
	INPATIENT	
	OUTPATIENT	
<hr/>		
SUPPLEMENTAL BENEFITS		No lifetime dollar maximum. Coverage as described for services provided by a PHP plan physician and at a PHP facility; 80% coverage for ambulance; 80% coverage for private duty nursing, home health care services and specified prosthetic and durable equipment if authorized in advance by PHP. 100% coverage for blood, physical therapy. No coverage for custodial care. *
<hr/>		
OUT OF AREA BENEFITS		Emergencies: 80% coverage of the first \$2,500, there- after 100% coverage for emergency when medically for possible the member to reach a PHP doctor or hospital. *
		Non-Emergencies: 100% coverage if referred by PHP in advance of service. **
<hr/>		
DENTAL CARE		80% coverage for accident related dental treatment ** occurring while covered and treated within 6 months of injury and approved in advance by PHP.
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PRE-EXISTING CONDITIONS		All conditions are covered without restrictions. ***
<hr/>		
CONVERSION PLAN		If remaining in the servicing area, benefits remain the same except for co-payment of: \$3 per office visit (except for preventive benefits) \$15 for eye exams, and 20% for the first \$2,500 of in-patient hospital expenses per confinement. Members leaving the area are eligible for insurance plan benefits of 80% with a choice of deductibles.

Non-PHP Provides:
* 80%/Deductible/Restrictions
** Not Covered
*** Restrictive Conditions

SHARE HEALTH PLAN

FIRST PLAN HMO

100% coverage in semi-private room for unlimited days.
100% covered
100% covered
100% covered

100% covered in semi-private room up to 365 days.
100% covered
100% covered
100% covered

100% covered
100% covered
100% covered while coverage is in force.

100% covered
100% covered
100% covered

100% coverage for physical exams, eye exams, well child care, immunizations, voluntary family planning, infertility evaluations and consultations, diagnostic x-ray and lab, and allergy testing and treatment.

100% coverage for routine physical exams, well child and well baby care, immunizations, pap smears, family planning services and health education.

Member pays first \$25 at SHARE facility. At non-SHARE facility, SHARE pays 80% of first \$1000, 100% thereafter. \$25 waived if admitted within 24 hours.

Full coverage if plan physician contacted first, otherwise \$10 deductible and 10% co-payment by member (waived if admitted to hospital).

Member pays up to \$2.50 for 100 pills or 30 day supply, whichever is less, (3 month supply of birth control pills) when purchased from participating pharmacies.

Member pays \$2.00 a prescription for up to a 34-day supply at a participating pharmacy.

Available at 20% discount through SHARE.
No limit to frequency of purchase of number of pairs.

Not covered.

Member pays \$15 a day, maximum 30-day confinement. In-patient services in a residential care facility for emotionally handicapped children for up to 30 days a calendar year, member pays \$15 a day.

100% coverage up to 30 days per year.

Member pays \$5 a visit, up to 20 visits a calendar year for out-patient evaluation and crisis intervention care.

Member pays \$10 per visit to a maximum of 20 visits per year.

Member pays \$15 a day up to 73 days a year for detoxification and/or treatment.

80% inpatient coverage up to 73 days when referred by a Plan Physician.

Member pays \$5 a day, up to 20 visits a calendar year for drug addiction or alcohol treatment.

100% outpatient coverage when referred by a Plan Physician.

Supplemental benefits covered at 80%. Services include private duty nursing, oxygen, and medical supplies.

90% coverage for rental or purchase of medical equipment when prescribed by a Plan Physician.

SHARE pays 80% of first \$1,000 in charges, 100% thereafter, with a minimum co-payment of \$50 per incident.

Outpatient emergencies have \$10 deductible, 10% member co-payment and 100% coverage for hospitalization.

Care resulting from injury to sound natural teeth covered at 80%.

Limited dental care restricted to accidental injury to sound teeth. 20% member co-payment.

No restrictions.

No restrictions.

Individual plan available through SHARE at same level of benefits for persons residing in the service area. Scheduled benefit program available for non-residents.

Conversion to non-group HMO membership in First Plan.

BLUE CROSS AND BLUE SHIELD OF MINNESOTA

	<u>AWARE Gold Limited</u>	<u>AWARE Gold</u>
General Hospital Admissions	After a member pays a \$100 deductible per year (maximum \$200 per family), Blue Cross and Blue Shield of Minnesota pays 80% of first \$3,000 of eligible expenses (\$700 out-of-pocket per member maximum--\$1,400 per family maximum). Coverage is 100% thereafter. Coverage includes semi-private room for unlimited days. There is only one deductible per year which includes maternity, mental health, chemical dependency, or any other inpatient hospital confinement.	100% coverage in a semi-private room for unlimited days.
Surgery		100% covered
Anesthesiology		100% covered
X-Ray & Lab		100% covered
Office Calls		100% covered
Eye Exams		100% covered
Maternity Hospital Services		The amount of coverage depends on whether member has selected AWARE Gold Limited (deductible and co-insurance apply) or AWARE Gold (100% coverage). See hospital admissions above.
Physician Services		100% covered while coverage is in force.
VARIED BENEFITS		
Preventive Medicine		100% coverage for routine annual physicals (except for employment or insurance), eye and ear exams, well-child care, PAP smears, mammograms, immunizations, injections, and allergy testing and treatment.
Outpatient Hospital Services		100% coverage for scheduled outpatient surgery, diagnostic tests, preadmission tests and exams, radiation therapy and chemotherapy, kidney dialysis. 80% coverage for other non-emergency services.
Emergency Care--Outpatient and Inpatient		100% coverage for outpatient hospital emergency facility and physician if treated within 48 hours. Physician need not be an AWARE Gold physician. 100% coverage for inpatient physician services if admitted within 48 hours. Physician need not be an AWARE Gold physician. The amount of coverage for inpatient hospital charges depends on whether member has selected AWARE Gold Limited (the deductible and co-insurance apply) or AWARE Gold (100% coverage). See hospital admissions above.
Prescriptions, Drugs		Member pays up to \$4.50 per prescription or refill for up to 34-day supply, (100-day supply for approved maintenance drugs such as insulin, hypertension medication, birth control pills, etc.) at any pharmacy.
Eye Glasses and Exams		100% coverage for all eye exams. No coverage on glasses, frames or contacts.
Mental Health Inpatient		Member is covered for 73 days per calendar year. The amount of coverage for inpatient hospital charges depends on whether member has selected AWARE Gold Limited (the deductible and co-insurance apply) or AWARE Gold (100% coverage). See hospital admissions above.
Outpatient		80% coverage of \$750 for a total of \$600 per year. Member can use any facility or provider who follows Minnesota licensure standards.
Chemical Dependency Inpatient		Member is covered for 73 days per calendar year. The amount of coverage for inpatient hospital charges depends on whether member has selected AWARE Gold Limited (the deductible and co-insurance apply) or AWARE Gold (100% coverage). See hospital admissions above.
Outpatient		100% coverage for 130 hours. Member can use any facility or provider who follows Minnesota licensure standards.
Supplemental Benefits		100% coverage for network chiropractic care. 100% coverage for preauthorized home health care services up to \$5,000 each year. 100% coverage for preauthorized physical therapy, 50% coverage if not preauthorized. 80% coverage for ambulance, durable medical supplies.
Referrals		None required.

Out-of-Network Coverage
Physical Services

The AHARE Gold network includes more than 5,800 doctors statewide. However, members are also covered when they use the services of doctors outside the network according to the following:

- For emergency physician services, coverage is 100%.
- For non-emergency physician services, member pays a \$100 medical deductible (note this is a different deductible from the hospital deductible). Blue Cross and Blue Shield of Minnesota pays 80% of first \$3,000 of eligible expenses, and 100% thereafter.

Hospital Services

All hospitals in the State of Minnesota are network providers. When outside the State of Minnesota, the following coverage applies:

- Full hospital benefits apply for emergency admissions (see above for emergency care).
- Full hospital benefits apply for preauthorized non-emergency admissions.
- There is a \$250 co-payment for each unauthorized hospital stay outside of Minnesota in non-emergency situations.

Dental Care

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

Pre-Existing Conditions

No restrictions.

Conversion Plan

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

Paperwork

There are no claims to file when a member uses an AHARE Gold physician or an AHARE hospital or pharmacy. The doctor will bill Blue Cross and Blue Shield of Minnesota directly. The member, however, will receive a report showing payment of the services received.

DENTAL PLANS

DELTA DENTAL PLAN OF MINNESOTA	GROUP HEALTH, INC.	MORE HMO DENTAL PLAN
Coverage A	Coverage A	Coverage A
Regular Diagnostic & Preventive Services	Regular Diagnostic & Preventive Services	Regular Diagnostic & Preventive Services
Reimbursed at 80% of usual, customary and reasonable charge with free choice of dentist.	100% coverage through GHI dental facilities.	100% coverage through More HMO participating Dental Clinic.
Coverage B	Coverage B	Coverage B
Regular & Restorative Services	Regular & Restorative Services	Regular & Restorative Services
Reimbursed at 80% of usual, customary and reasonable charge with free choice of dentist.	100% for routine fillings. 80% for other regular care through GHI dental facilities.	100% coverage through More HMO participating Dental Clinic.
Coverage C	Coverage C	Coverage C
Prosthetics	Prosthetics	a. Prosthetics (inlays, onlays, gold fillings or crowns, restorations to diseased or accidentally broken teeth, relining or rebasing of dentures).
Reimbursed at 50% of usual, customary and reasonable charge with free choice of dentist.	50% coverage through GHI dental facilities.	b. Prosthetics (fixed or removable bridgework, dentures, replacements for fixed or removable prosthetics).
Coverage D	Coverage D	50% coverage through More HMO participating Dental Clinic.
Orthodontics	Orthodontics	Coverage D
Reimbursed at 80% of usual, customary and reasonable charge with free choice of dentist.	Provided at 80% of charges, through designated GHI dental staff, to dependent children while under age 19.	Orthodontics
Coverage limited to eligible dependent children ages 8 through 18.	\$1,000 annual maximum benefit on orthodontics.	Provided at 80% of charges through More HMO participating Dental Clinic for dependent children under age 19. \$1000 annual maximum benefit per covered person.
Miscellaneous	Miscellaneous	
Benefits payable on Coverage B and Coverage C are subject to a combined \$25 deductible per coverage year. (July to July)	GHI now offers dental membership to all state employees even those who are not enrolled in GHI's medical program.	
\$1000 maximum benefit per coverage year (July to July) payable on each covered person.	No deductible. No maximum on Coverages A, B, or C.	

MINNESOTA MUTUAL/NORTHWESTERN NATIONAL LIFE

OPTIONAL ADDITIONAL EMPLOYEE, SPOUSE AND DEPENDENT LIFE INSURANCE

1. Additional Employee Life Insurance may be applied for in amounts of \$1,000 or more up to \$15,000. Employees who have \$15,000 additional life or who bring their total amount of additional life insurance up to \$15,000, may also apply for additional units of \$5,000 each. The maximum additional employee life insurance available is \$105,000.

Accidental Death and Dismemberment -- if an employee dies by accident (24 hour coverage) the amount of life insurance doubles.

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

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

2. Spouse life insurance may be applied for in an amount not to exceed the total life insurance coverage carried by the employee. (Rates per \$1,000 shown below.) Satisfactory evidence of insurability must be furnished for any amount of spouse life insurance.
3. Dependents life insurance of \$3,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$3,000). Prior to age 70, an additional amount of \$3,000 accidental death and dismemberment insurance is included on the life of the spouse. The table of rates per family based upon the age of the employee is shown below.

LIFE INSURANCE COST PER 2-WEEK PAY PERIOD

Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$3,000 Dependent Life
Under 30	\$.04	\$.24	45 - 49	\$.17	\$.60
30 - 34	.06	.30	50 - 54	.28	.93
35 - 39	.09	.39	55 - 59	.40	1.29
40 - 44	.13	.51	60 - 64	.68	2.16
			65 - 69	1.25	3.84

ST. PAUL LIFE INSURANCE COMPANY

ACCIDENT AND SICKNESS INDEMNITY (1st day accident -- 8th day sickness -- 26 weeks) -- Requires evidence of insurability if application is made after first 60 days of employment.

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

Monthly Benefit	Cost Per 2-Week Pay Period*	Monthly Benefit	Cost Per 2-Week Pay Period
\$300	\$2.57	\$ 800	\$6.84
400	3.42	900	7.70
500	4.28	1000	8.55
600	5.13	1100	9.41
700	5.99		

LONG TERM SALARY CONTINUANCE DISABILITY -- Always requires evidence of insurability.

This coverage is available to certain employees based upon annual salary. Cost* per \$50 of coverage -- \$.35 per 2-week pay period. Cost per \$100 of coverage -- \$.70 per 2-week pay period.

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

This coverage is available in units of \$5,000. An employee may apply for amounts from \$5,000 to \$100,000 (ages 61-70, \$50,000). It is also available to a spouse in units of \$5,000 to a maximum of \$25,000 (but not more than amount purchased by employee). The rate* for a \$5,000 unit is \$.15 per 2-week pay period.

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

* 10/2/85 rates not available at time of this printing.

APPENDIX F

Sick Leave/Severance Pay Committee

The parties agree to establish a Joint Committee composed of no more than five (5) representatives of the Employer and no more than five (5) representatives of the Council for the purpose of exploring possible longevity-based severance pay systems and possible sick leave plans which are coordinated with disability insurance.

Any such plans identified or developed are for the consideration of the parties and are not intended to place any obligation on the parties.

APPENDIX G

Graduate Engineer Committee

The Employer and the Council agree to establish a Joint Committee to study the Graduate Engineer program. The Committee shall include no more than five (5) representatives from each party. Subjects for review shall include, but not be limited to:

1. Junior/Senior Plans
2. Class Usages
3. Transfer action to the Graduate Engineer classes

It is understood by the parties that any reports developed are for consideration of the parties and place no obligation on them.

APPENDIX H

Health Insurance Committee

No earlier than October, 1986, the Employer and the Council agree to meet to discuss the Health Insurance plan.



Minnesota Department of Transportation
Transportation Building, St. Paul, MN 55155

Phone 612/296-7875

July 19, 1985

Dave O'Connell
Executive Director
Minnesota Government Engineers Council
555 Park Street
St. Paul, Minnesota 55103

Dear Mr. O'Connell:

This letter is to confirm the understanding which was reached during the recent negotiations regarding a meet and confer over several issues. It is agreed that three representatives of the Minnesota Department of Transportation and three representatives of the Minnesota Government Engineers Council will meet to discuss the issues of eligibility for noon meals at national, regional and state conferences; employee financial counseling; and employee career development. Such meet and confer will take place when requested by the council or the department.

Please let me know if you have any questions concerning this matter.

Sincerely,

A handwritten signature in cursive script that reads "James P. McKane". The signature is written in black ink and has a long, sweeping underline that extends to the right.

James P. McKane
Labor Relations Manager



State of Minnesota

DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Building

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

July 24, 1985

Mr. David O'Connell
Executive Director
Minnesota Government Engineers Council
555 Park Street
St. Paul, MN 55103

Dear Dave:

During negotiations for the 1985-87 Agreement, a question arose regarding the Appointing Authority's discretion in approving relocation expenses for certain situations that may arise under the provisions of Article XX, Section 1. Regarding our discussions, it is this office's opinion that an employee may be eligible for relocation expenses on a case-by-case basis provided for in Article XX where the Appointing Authority determines that a transfer, reassignment or demotion is not for the supervisor's sole benefit. If the transfer, reassignment or demotion is determined by the Appointing Authority to be for the mutual benefit of both parties, the Appointing Authority may authorize reimbursement for relocation expenses under Article XX. I hope this letter clarifies this issue.

Sincerely,

A handwritten signature in cursive script that reads "John Kuderka".

John Kuderka
Labor Relations Representative, Senior

JK:cm

