

STATE BARGAINING UNITS AND EXCLUSIVE REPRESENTATIVES

Unit Number:	Name of Unit:	Exclusive Representative	Number of Employees:
LCER Approval			
1. 8/18/81 A: 5/4/82	Law Enforcement	Bureau of Crim. Appre. Agents Mn. Conserv. Off. Assn. Mn. State Patrol Troopers Assn.	694
2. 8/19/81	Craft, Maintenance and Labor	AFSCME, Council 6	2667
3. 8/19/81	Service	AFSCME, Council 6	2751
4. 8/19/81	Health Care Non-Professional	AFSCME, Council 6	3473
5. 11/19/81	Health Care Professional	Minnesota Nurses Association	495
6. 8/19/81	Clerical and Office	AFSCME, Council 6	6058
7. 8/19/81	Technical	AFSCME, Council 6	2821
8. 8/19/81	Correctional Guards	AFSCME, Council 6	694
A: 5/4/82 9. 11/19/81	State University Instructional	Inter Faculty Organization/MEA	1953
A: 5/4/82 10. 11/19/81	Community College Instructional	Minnesota Community College Faculty Association/MEA	1134
11. 11/19/81	State University Administrative	Teamsters #320	228
A: 5/4/82 12. 3/1/82	Professional Engineering Supervisory	Minnesota Government Engineers Council	690 535
13. 11/19/81	Health Treatment	Association of Institutional Dentists	79 2029
14. 11/19/81	General Professional	Minnesota Association of Professional Employees	5038
15. 1/26/82	Professional State Residential Instructional	State Residential School Education Association/MEA	232 880
A: 5/4/82 16. 11/19/81	Supervisory Employees	Middle Management Association	2414 733

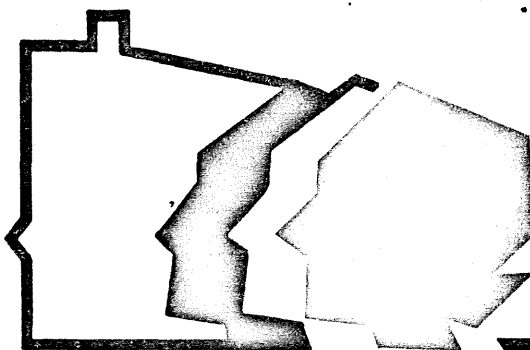
Exclusion Unit: Managerial & Confidential -- Commissioner's Plan

8/18/81 - Amended 11/19/81, 5/4/82





State of  
Minnesota



LCER 5/4/82  
DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

*Commissioner's Plan*  
*Amendments*

May 4, 1982

Honorable Wayne Simoneau, Chairman  
Legislative Committee on Employee Relations  
284 State Office Building  
St. Paul, MN 55155

Dear Representative Simoneau:

Chapter 522 of the Laws of 1982 established an Early Retirement Incentive Program and provided for negotiations with the exclusive representatives of organized employees for purposes of developing additional incentives. Negotiations to date have resulted in supplementary agreements being submitted to the LCER for ratification. As a result of these agreements, and pursuant to Minnesota Statute 43A.05, Subdivision 3, I am requesting that the Commission approve amendments to the Commissioner's Plan which provide similar early retirement incentives for employees who are not included within any collective bargaining unit. Also, my experience to date in administering the Plan has disclosed other areas in need of amendment. All amendments are briefly summarized below. The actual amendments as requested appear on the enclosure to this letter. The effective date of May 4, 1982 is requested unless otherwise indicated.

SUMMARY OF AMENDMENTS

1. Provides rights for the incumbents of reallocated positions to remain in the positions and be promoted or demoted as appropriate unless they fail to meet any licensure or performance requirements for the new class. Provides layoff rights to incumbents of positions which are changed in allocation and to incumbents of reallocated positions who fail to meet licensure or satisfy performance requirements. This is a continuation of past practice regarding upward reallocation and change in allocation and a paralleling of collective bargaining agreements regarding downward reallocation. (Amends Chapter VIII)
2. Provides an employee with notification of layoff 30 days prior to layoff in situations where the incumbent of a reclassified position is ineligible for appointment to the position because he/she does not possess the proper licensure, certification, or registration which is required. (Amends Chapter X)

3. Chapter 560, Laws of 1982, (Civil Service Law) requires, effective June 30, 1982, that the Commissioner's Plan provide an appeal procedure for employees who are not certified during a promotional probationary period. This amendment provides for the procedure by permitting the employee to appeal to the agency head or agency head designee. (Amends Chapter XII)
4. Provides for the following early retirement incentives for all employees under the Plan (except Highway Patrol Captains and Majors who are covered by an amendment to Appendix K):
  1. Supervisory employees who are in classes comparable to those in Unit 16 - Supervisors are granted an extension of the eligibility period for early retirement insurance benefits from May 21 through June 29, 1982.
  2. Employees in all classes other than Supervisory and Highway Patrol Captains and Majors are given an additional eligibility period from May 22 through June 29, 1982 but only if they become eligible during this period. Employees who were eligible under the March 23 to May 21, 1982 period are not eligible to apply during this new period.

All employees who retire, except Highway Patrol Captains and Majors, are provided an open enrollment period from March 23, 1982 to June 29, 1982. (Amends Chapter XIII)

5. Provides student interns with salary limits, hours of work, and excludes them from state paid insurance benefits. (Amends Chapters XIV)
6. Provides that an employee whose position has been reallocated to a class in a lower salary range and whose present salary exceeds the salary range maximum of the new class shall retain his/her current salary. In addition, the employee shall receive any across the board wage increases and cost of living adjustments as provided for by the Plan. (Amends Chapter XIV)
7. Clarifies the provisions pertaining to work out of class situations by requiring an employee who is temporarily assigned to another unoccupied position in a higher class to work for a period of 10 consecutive work days before eligibility for additional pay begins. Further, it provides for an employee to receive his/her current rate of pay when assigned to work in a lower or equal class and to receive a rate of pay not to exceed 112% of the employee's current rate of pay when the assignment is to a higher class. (Amends Chapter XIV)
8. Provides for an employee following noncertification during a promotional probationary period to have his/her rate of pay adjusted to the rate received had no promotion occurred. (Amends Chapter XIV).
9. Provides that an appointing authority may authorize expense reimbursement for student interns where the intern is involved in the conduct of the State's business. (Amends Chapter XV)



Honorable Wayne Simoneau -3  
May 4, 1982

10. Permits appointing authorities who require an employee to wear a uniform to supply the initial uniform and makes the employee responsible for maintenance. (Amends Chapter XV)
11. Provides for early retirement incentives for Highway Patrol Supervisors by extending the eligibility period for early retirement insurance benefits from May 21 through July 1, 1982, and by granting employees who retire an open enrollment period from March 23, 1982 to July 1, 1982. (Amends Appendix K)
12. Clarifies the amount of the adjustment in the salary ranges for Highway Patrol Supervisors by increasing the salary ranges 7.4% effective June 30, 1982 and 4% on December 30, 1982 rather than by 6% and 3% respectively. These changes will permit the Highway Patrol Captains and Majors to receive salary adjustments in the same manner as other supervisory professional employees covered by the Plan. (Amends Appendix K)

Thirteen copies of each of the amendments are attached. Where amendments involve modification of present language, the material to be deleted has been lined out and the proposed language inserted and underlined.

Yours very truly,

*Barbara L. Sundquist*

Barbara L. Sundquist  
Commissioner

Enclosure

COMMISSIONER'S PLAN  
PROPOSED AMENDMENTS  
May 4, 1982

1. Chapter VIII, FILLING OF VACANCIES, is amended by adding the following section:

D. Effects of Reclassification.

1. Effects of Change in Allocation. When a position reclassification is determined to be a change in allocation as defined in M.S. 43A.02, Subd. 9, the affected position shall be considered vacant and filled in accordance with applicable provisions of this chapter, law, rules, and administrative procedures governing the filling of vacancies.
2. Effects of Reallocation.
  - a. When a position reclassification is determined to be a reallocation, the affected position shall not be considered a vacancy, provided that the action leading to the reclassification did not clearly result from the assignment of the incumbent to work out-of-class or to a vacancy in a new position which had not yet been allocated to a class, or any other action taken to bypass or otherwise disregard the appropriate selection process.
  - b. The incumbent of a reallocated position whose performance is satisfactory shall be appointed to that position under the provisions of M.S. 43A.15(5) provided that the employee possesses any licensure, certification or registration which may be required. If the incumbent does not meet these requirements, the incumbent shall be laid off under the provisions of Chapter 10 and the vacated position shall then be filled in accordance with applicable provisions of this chapter, law, rules and administrative procedures governing the filling of vacancies.

2. Chapter X, SEPARATIONS OTHER THAN DISCIPLINARY, Section C.2 is amended as follows:

2. Notification. An appointing authority shall notify an employee who is being laid off and the Commissioner in writing at least seven calendar days prior to the effective date of a layoff including the reason(s) such action is necessary and the estimated length of the layoff period.

When a position is reclassified after May 4, 1982 and the incumbent is ineligible for appointment to that position, the appointing authority shall notify the employee in writing at least 30 days prior to the effective date of layoff.



3. Chapter XII, GRIEVANCE AND APPEAL PROCEDURES, Section C.3, is amended as follows:

Discharge, suspension, reduction in pay, or demotion of an employee serving an initial probationary period and noncertification in any subsequent probationary period may be appealed through step 3 of the Grievance Procedure (E below).

4. Chapter XIII, EMPLOYEE GROUP INSURANCE, Section A is supplemented for all eligible employees under the Commissioner's Plan by the following provisions related to the early retirement incentive program:

1. For employees in supervisory classes comparable to those in Unit 16, Supervisors, the 60-day eligibility period for early retirement insurance benefits provided under Chapter 522, Laws of 1982 is hereby extended from May 21 through June 29, 1982.
2. For employees in all classes other than those identified in 1. above and Highway Patrol Captains and Majors, an additional eligibility period is established from May 22 through June 29, 1982 for only those employees who become eligible during this period (May 22 through June 29, 1982) by meeting the qualifications listed under Chapter 522, Laws of 1982. For these employees, the last day of the payroll must be on or before June 29, 1982. Employees who were eligible during the period March 23, 1982 through May 21, 1982 are not eligible to apply for early retirement insurance benefits during this new eligibility period (May 22 through June 29, 1982). For this group, the last day on the payroll must be on or before May 21, 1982.
3. Employees who retire pursuant to the early retirement insurance provisions of Chapter 522, Laws of 1982, except Highway Patrol Captains and Majors, shall be granted an additional open enrollment period from March 23, 1982 through June 29, 1982. Changes in insurance carriers made during this period shall become effective the first day of the first full payroll period following retirement or for those who previously retired during the eligibility period beginning March 23, 1982, following application, changes in carrier shall become effective the first day of the next two week period that corresponds to the state employee pay period.

5. Chapter XIV, SALARY ADMINISTRATION, is amended by adding a new section:

M. Student Internships. Interns, as defined in M.S. 43A.02, Subd. 24, may be paid or unpaid.

1. Salary Limits. If an intern is to be paid, the rate of pay shall be no less than the current minimum wage established by the Minnesota Fair Labor Standards Act and no more than the minimum rate paid to the comparable entry level professional positions pursuant to the Commissioner's Plan.
2. Hours of Work. Student interns work experience may consist of up to 40 hours per week for a minimum of four weeks to one year.

3. Ineligibility for State Paid Insurance Benefits. Under M.S. 43A.25, interns are excluded from eligibility for state paid insurance and benefits. They do not have employee status for purposes of benefits including, but not limited to holiday, sick or vacation pay.
6. Chapter XIV, SALARY ADMINISTRATION, is amended by the addition of the following section:
  - N. Salary upon Reallocation to a Lower Class. Notwithstanding other limitations on salary increases set forth elsewhere in this chapter for employees above the maximum of their salary ranges, an employee whose position has been reallocated to a class in a lower salary range and whose present salary exceeds the maximum of the new class shall be placed in the new class and shall retain his/her current salary. In addition, the employee shall receive any across the board wage increases and cost of living adjustments as provided by this Plan.
7. Chapter XIV, SALARY ADMINISTRATION, is amended by the addition of the following section:
  - O. Work Out of Class Pay. When an employee is expressly assigned to perform all of the duties of a temporarily unoccupied position allocated to a different class and that assignment exceeds ten consecutive work days, the employee shall be paid at the employee's current rate of pay when assigned to work in a lower or equal class and at a rate of pay not to exceed 112% of the employee's current rate of pay when the assignment is to a higher class. In the case of an assignment to perform the duties of a higher class, the salary paid for the work out of class assignment shall be within the range for the higher class. Employees assigned to work out of class shall not be eligible for work out of class pay if the position is vacant due to the use of vacation by the incumbent.
8. Chapter XIV, SALARY ADMINISTRATION, is amended by the addition of the following section:
  - P. Salary Following Noncertification During Probation. If an employee fails to complete a probationary period following promotion, and is returned to his/her former class, the employee's rate of pay shall be adjusted to the rate he/she would have been earning if he/she had not been promoted.
9. Chapter XV, EXPENSE REIMBURSEMENT, is amended as follows:
  - A. General. The appointing authority may authorize travel at State expense and reimbursement of special expenses for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. Employees and interns affected shall be reimbursed for such travel and special expenses that have been authorized by the appointing authority in accordance with the provisions of this chapter.



10. Chapter XV, EXPENSE REIMBURSEMENT, is amended by the addition of the following section:

6. Uniforms: If the appointing authority requires that an employee wear a uniform, the appointing authority shall supply the initial uniform and the employee shall be responsible for maintenance of the uniform.

11. That part of Appendix K applicable to Highway Patrol Supervisors is supplemented by the following provisions relating to the early retirement incentive program:

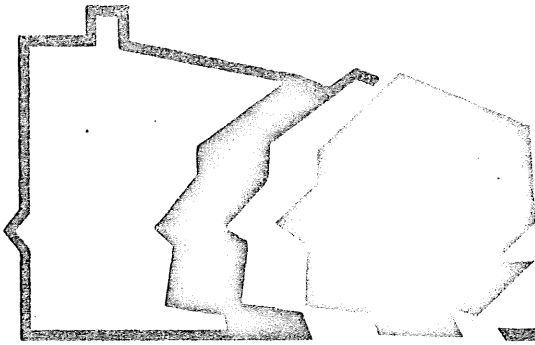
Early Retirement Incentive Program:

1. The 60 day eligibility period for early retirement insurance benefits provided under Chapter 522, Laws of 1982 is hereby extended for Highway Patrol Captains and Majors from May 21 through July 1, 1982. An eligible employee's last day on the payroll must be no later than July 1, 1982.
2. Eligible Highway Patrol Captains and Majors who elect to retire under this provision will receive final payment of all amounts due to them except salary but including severance pay and liquidation of unused vacation leave on the basis of the salary schedule in effect through June 29, 1982, whether or not their final working day is subsequent to June 29, 1982. Pay for time worked will be in accordance with the salary schedule in effect on the dates worked.
3. Employees who retire pursuant to the early retirement insurance provisions of Chapter 522, Laws of 1982, as extended by item 1 above, shall be granted an additional open enrollment period from March 23, 1982 through July 1, 1982. As a result of the additional open enrollment period, those who qualify for early retirement benefits shall have any changes in insurance carriers made effective the first day of the first full payroll period following retirement or, for those who previously retired during the eligibility period beginning March 23, 1982, upon application, such insurance carrier changes shall become effective the first day of the next two week period which corresponds to the state employee pay period.
4. Continued receipt of early retirement insurance benefit is contingent upon completion of all the required forms and continued payment of the non-state paid portion of the insurance premium.

12. That part of Appendix K applicable to Highway Patrol Supervisors is amended in paragraph 2 as follows:

The above salary ranges shall be increased by ~~6%~~ 7.4% on June 30, 1982, and by ~~3%~~ 4% on December 30, 1982. Highway Patrol Captains and Majors shall receive the same market adjustments and shall be eligible for performance-based salary increases in the same manner as the supervisory professional employees covered by this Plan. However, Captains and Majors are not eligible to receive any shift differentials.

State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

November 16, 1981

*Commissioner's Plan Amendments*

The Honorable Wayne Simoneau  
Chairman, Legislative Committee  
on Employee Relations  
284 State Office Building

Dear Representative Simoneau:

On August 18, 1981, the Legislative Commission on Employee Relations (LCER) approved, effective July 1, 1981, an amended Commissioner's Plan for employees not included within any collective bargaining unit. The Plan provided for adjustments in compensation and terms and conditions of employment for the present biennium for this group of employees. At that meeting, I indicated we were still negotiating with several major employee groups, and if subsequent negotiations produced salary inequities or other conditions which would impair comparability within a class or occupational series, it may be necessary to make further adjustments to assure that the equitable relationship intended by M.S. 43A.18, Subd. 8 would be maintained.

As a result of recent contract settlements, my experience to date in administering the Plan, and pursuant to Minnesota Statutes 43A.05, Subdivision 3, I am requesting that the Commission approve the following amendments to the Plan.

1. To grant, effective July 1, 1981, an additional \$.07 per hour to all clerical and technical employees covered by the provision of Chapter XIV, Section D of the Plan. *(See cost attachment, item #4)*
2. To provide, effective July 1, 1981, for equity adjustments for the following six classifications common to the Commissioner's Plan and MAPE or Supervisory unit. *(See cost att., #3)*
  - Correctional Counselor Supervisor
  - EDP Programmer Analyst
  - Public Accounts Examiner
  - Registered Nurse 1
  - Registered Nurse 2
  - Director of Nurses
3. To increase supervisory salary grids in the Commissioner's Plan to equate with those of the Supervisory Bargaining Unit grid as of July 14, 1982, and January 12, 1983, and to convert individual employee salaries in a manner comparable to that for employees covered by the provisions of the Supervisory Collective Bargaining Agreement. *(See cost att., #2)*



4. To increase professional salary grids in the Commissioner's Plan to equate with the MAPE grid as of July 1, 1981, and to convert individual employee salaries in a manner comparable to that used for employees covered by the provisions of the MAPE Collective Bargaining Agreement. *(See cost att., #1)*
5. To approve the following appendices to be effective as of the date indicated. These appendices are used by the Department of Employee Relations and the operating agencies in the general administration of the Plan.

Appendices: Commissioner's Plan, Revised

- Appendix E - Salary Grid; Confidential Employees - Professional (effective date 7/1/81).
- Appendix F - Salary Grid; Confidential Employees - Professional Supervisory (effective date 7/1/81).
- Appendix G - Salary Grid; Confidential Employees - Clerical, Technical and Related Supervisors (effective date 7/1/81).
- Appendix H - Salary Grid; Confidential Employees - Professional Supervisory (effective date 7/14/82).
- Appendix I - Salary Grid; Confidential Employees - Clerical, Technical and Related Supervisory (effective date 7/14/82).
- Appendix J - Salary Grid; Confidential Employees - All Supervisory Classes (effective date 1/12/83).
- Appendix K - Severed Classes Salary Plans - Highway Patrol Supervisors and Attorneys (effective date 7/1/81).
- Appendix L - Salary Grid; Confidential Employees - Clerical, Technical and Related (effective date 7/1/81).
- Appendix M - Salary Grid; Confidential Employees - Craft, Maintenance, and Labor (effective date 7/1/81).
- Appendix N - Compensation Adjustments Effective (effective date 7/1/81).

The cost to implement the proposed changes for the biennium is identified on the enclosed chart entitled "Commissioner's Plan Cost of Adjustments for Biennium 1981-1983."

Attached are 15 copies of each of the amended sections. Where amendments are proposed, the language to be deleted has been lined out and the proposed language inserted and underlined. The adjustments proposed are necessary to maintain salary equity within the State's compensation program.

Yours very truly,

*Barbara L. Sundquist* RCS  
Barbara L. Sundquist  
Commissioner

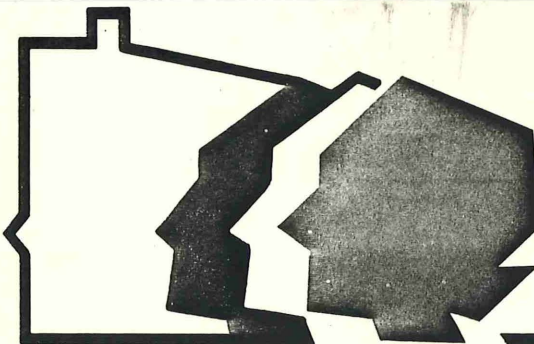
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Enclosures

Commissioner's Plan  
Cost of Adjustments for Biennium  
1981-1983

1. To increase Professional salary grid in Commissioner's Plan to equate with MAPE grid as of 7/1/81 and to convert individual employee salaries in a manner comparable to that used for contract employees. *(200 employees)*....\$ 17,809
  2. To increase Supervisory salary grids in Commissioner's Plan to equate with Supervisory Bargaining Unit grid as of 7/14/82 and 1/12/83 and to convert individual employee salaries in a manner comparable to that used for contract employees. *(130 employees)*..... 79,340
  3. To provide equity adjustments for six classes common to Commissioner's Plan and MAPE or Supervisory unit effective 7/1/81 to assure comparable salary treatment for all employees in these classes under Commissioner's Plan with those in the units. *(9 employees)*..... 17,500
  4. To grant an additional \$.07 per hour to all clerical and technical employees under Commissioner's Plan effective 7/1/81 to equate with conversion under AFSCME contract. *(200 employees)*..... 97,494
- Total..... \$212,143

**State of  
Minnesota**



**DEPARTMENT OF EMPLOYEE RELATIONS**

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

August 17, 1981

The Honorable Wayne Simoneau, Chairman  
Legislative Commission on Employee Relations  
Room 284, State Office Bldg.  
St. Paul, Minnesota 55155

Dear Representative Simoneau:

Pursuant to Minnesota Statutes 43A.05, Subdivision 3, I am submitting the enclosed revised Commissioner's Plan for employees not included within any collective bargaining unit for review and approval by the Legislative Commission on Employee Relations. I am requesting that the Commission approve the revised Plan with an effective date of July 1, 1981. An interim Plan was approved by the Commission on June 16 to provide, effective July 1, 1981, status quo in matters of compensation and terms and conditions of employment until a revised Plan could be approved. The revised Plan provides for changes in compensation and terms and conditions of employment as highlighted in the enclosed section-by-section summary of the Plan.

In developing the revised Plan, input was obtained from many sources including Attorneys and Highway Patrol Supervisors who severed from the collective bargaining process pursuant to Minnesota Statutes 179.741, Subdivision 2. We have met and conferred with these groups and have taken into consideration their concerns. We have been informed of their support of the Plan.

The cost to implement the Plan for the next biennium is identified on enclosure #3. Included in the cost of the Plan are a number of salary inequity adjustments which are listed on enclosure #4. These adjustments are part of the Plan and are necessary to maintain salary equity within the State's compensation program.

Yours very truly,

*Barbara L. Sundquist*

Barbara L. Sundquist  
Commissioner

Enclosures



COMMISSIONER'S PLAN  
July 1, 1981 - June 30, 1983

## SUMMARY OF PROVISIONS

Chapter

- I Employees Covered. Summarizes scope of Plan's jurisdiction.
- II Hours of Work. Describes regular work periods and departures from the normal.
- III Overtime. Establishes rates of compensation for overtime work, describes liquidation provisions and directs agencies to develop plans for on-call reimbursement.
- IV Holidays. Provides schedules of holidays and establishes procedures regarding compensation.
- V Vacation Leave. Establishes vacation accrual schedule and procedures for administering.
- VI Sick Leave. Establishes accrual schedule, specifies acceptable usage and provides administrative procedures.
- VII Other Leaves of Absence. Lists kinds of paid and unpaid leaves which can be taken and provides administrative procedures.
- VIII Filling of Vacancies. Describes ways of filling vacant positions.
- IX Probationary Period. Prescribes length of probationary periods, identifies nature of probation for various types of appointment and states procedure to follow for successful and unsuccessful probationary periods.
- X Separations Other than Disciplinary. Lists types of separation and describes rights and obligations of employees under each type. Outlines layoff process.
- XI Discipline. Lists methods of discipline and describes employee right to notice and appeal.
- XII Grievance and Appeal Procedures. Describes four types of grievance and states appeal procedures for each. Establishes a grievance procedure and a hearing procedure for disciplinary actions.
- XIII Employee Group Insurance. Defines eligibility, describes coverage and indicates state contribution toward premium cost. Also establishes open enrollment period and provides for employee purchase of additional group insurance.

The State contribution toward monthly insurance premiums will be as follows:

<u>Medical/Hospital*</u>	<u>First Year</u>	<u>Second Year</u>
Employee	\$56.06	Flat-rate amount equal to Blue Cross/Blue Shield employee premium.
Dependent	\$76.94	90% of flat-rate amount equal to Blue Cross/Blue Shield dependent premium.

\*Coverage remains the same as in past except major medical deductible is increased from \$50 to \$100 and lifetime maximum is increased from \$250,000 to \$500,000.

Employees covered by Blue Cross/Blue Shield will receive a \$50.00 insurance payment in October, 1981 and again in October, 1982.

<u>Dental</u>	<u>First Year</u>	<u>Second Year</u>
Employee	Amount up to cost of Delta Dental employee rate.	Same
Dependent	Amount up to one-half cost of Delta Dental dependent rate.	Same
<u>Life</u>	Full premium for coverage approximately equal to employee's salary.	Same

#### XIV

Salary Administration. Establishes extent of salary range increases and provides methods for employee increases within the range.

For professional, administrative and supervisory employees salary ranges will increase 8% as of 7/1/81, 6% on 6/30/82 and 3% on 12/30/82. Employee salaries will be adjusted 8% higher as of 7/1/81 and 6% on 6/30/82. Performance increases may be given according to the following schedule:

<u>Rating</u>	<u>1/13/82</u>	<u>1/12/83</u>
Outstanding	0 - 7%	0 - 8%
Above Average	0 - 5%	0 - 6%
Satisfactory	0 - 3%	0 - 4%
Less than Satisfactory	No increase	No increase

For clerical, technical and other related classes salary ranges will increase on 7/1/81 by 58¢ per hour or 8% plus 7¢ whichever is greater. Technical and trades class ranges will increase by 6% on 6/30/82 and by 3% on 12/30/82. Clerical and related class ranges will be adjusted on 6/30/82 and 12/29/82 based on changes in the cost of living. Employee salaries for clerical and technical classes will be adjusted as of 7/1/81 by 8% or 51¢ per hour whichever is larger. Technical and trades employees will receive a 6% increase on 6/30/82 and a 3% increase on 12/30/82. Employees in clerical and related classes will receive increases based upon changes in the cost of living as indicated above.

Performance-based increases will be available for employees in the clerical, technical and other related classes consisting of a 3% increase after 12 months of satisfactory service in each year of the biennium. In the second year up to 40% of these employees will be eligible for exceptional performance increases of 4% if funds are available.

- XV Expense Reimbursement. Establishes rates of reimbursements for expenses incurred by employees in connection with state business.
- XVI Relocation Expenses. Provides reimbursement for certain expenses incurred when employees are reassigned to locations necessitating relocation of domicile. Includes 5% allowance for realtors' fees in place of up to \$3,000 previously contributed by state.
- XVII Housing. Establishes policies regulating occupancy of state-owned housing by employees.
- XVIII Employee Safety. Outlines procedures regarding safety equipment, required medical examinations and accidents and injuries.
- XIX Workers' Compensation and Injured on Duty Pay. Provides procedures for compensating employees injured on the job.
- XX Definitions. Glossary of terms used in the Plan which have specific meaning in the Plan.

Department of Employee Relations  
State of Minnesota

COMMISSIONER'S PLAN

July 1, 1981 through June 30, 1983

# COMMISSIONER'S PLAN

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# COMMISSIONER'S PLAN

1981 - 1983

## Chapter I. EMPLOYEES COVERED

The Commissioner's Plan authorized by M.S. 43A.18, subd. 2 establishes the compensation, terms and conditions of employment for all non-managerial classified and unclassified employees who are not covered by a collective bargaining agreement and who are not otherwise provided for in law or who are not in the Career Executive Service.



Chapter II. HOURS OF WORK

- A. Work Day. The work day normally consists of eight hours of work within a 24 hour period, exclusive of an unpaid lunch period. Should it become necessary to establish schedules departing from the normal work day in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial service delivery, or to better utilize facilities or the work force the appointing authority shall give affected employees reasonable notice.
- B. Work Week. The work week consists of five days, normally Monday through Friday, totaling 40 hours. Should it become necessary to establish schedules departing from the normal work week including a variable work schedule in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial service delivery, or to better utilize facilities or the work force, the appointing authority shall give reasonable notice to affected employees. In such instances, 40 hours continues to constitute a normal work week. Schedules other than five eight hour days in effect on July 1, 1981 may continue without further notice to the employees.
- C. Flexible Work Schedules. Employees may request a modification from their current work schedule to any schedule providing eight consecutive hours of work, exclusive of an unpaid lunch period. The appointing authority has the discretion to approve flexible work schedules and retains the responsibility for determining exemptions from, or terminations of, flexible work schedules which adversely affect the operation of the agency or any of its units or the level of service to the public.
- D. Emergency Work Schedules. Situations necessitating changes in work schedules may arise which are outside the control of the appointing authority. In such cases, the appointing authority may change work schedules without advance notice for as long as the appointing authority deems such alternative schedules necessary.
- E. Meal Periods. Employees shall have an unpaid lunch period of no less than 30 minutes nor more than 60 minutes, the duration of which is at the discretion of the appointing authority.
- F. Rest Periods. Employees shall have a 15 minute paid rest period during each one-half of a normal work day. The scheduling of employee rest periods is at the discretion of the appointing authority. Rest periods may not be accumulated.

### Chapter III. OVERTIME

- A. Overtime Hours. All paid vacation time, paid holidays, paid sick leave, compensatory time off, and paid leaves of absence shall be considered "time worked" for purposes of this Chapter.

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

B. Overtime Compensation Rates.

1. Nonexempt. Employees determined to be nonexempt under the Minnesota Fair Labor Standards Act (MFLSA), shall be compensated for all hours worked in excess of an eight hour work day or on any regularly scheduled day of rest or holiday at the rate of one and one-half times their regular hourly rate of pay including differential, when working such hours is required by an authorized supervisor or has the approval of an authorized supervisor.
2. Exempt. Employees determined to be exempt under MFLSA may receive overtime compensation at their regular rate of pay only for special assignments outside their normal duties or for emergencies. Prior written approval of the appointing authority for such overtime is required.

In emergency situations the Commissioner shall make a determination as to whether confidential employees covered by this section may be compensated at the rate of time and one-half their regular hourly rate of pay after eight hours.

C. Liquidation Procedures.

1. Method. At the discretion of the appointing authority, all overtime hours shall be liquidated in either compensatory time off or cash.
2. Special Provisions. Overtime credit must be liquidated within six months from the date earned or prior to any change in the employees' regular rate of pay or prior to leave of absence without pay. An appointing authority may request the Commissioner to approve an extension of such liquidation not to exceed three months. Employees who are separated or laid off shall be paid for any overtime accumulated as of the date of the layoff.
3. No Pyramiding. Under no conditions may overtime hours worked be paid more than once for the same hours.

- D. On Call. If the appointing authority instructs an employee to be on-call and available to work during an off duty period, the employee is not required to remain in a fixed location, but must leave word where he/she may be reached by telephone or by an electronic signaling device. Appointing authorities shall develop agency plans to reimburse employees required to be on-call and submit them to the Commissioner for approval.

Chapter IV. HOLIDAYS

A. Eligibility. All employees except intermittent employees, non-tenured laborers, emergency employees, employees on an initial temporary appointment, student workers, and employees on a project authorized to receive salary up to 70% above the maximum of the range for their class are eligible for paid holidays.

B. Observed Holidays.

1. The following days shall be observed as paid holidays for all eligible employees assigned to a Monday through Friday five day operation:

Friday, July 3, 1981 - Independence Day  
Monday, September 7, 1981 - Labor Day  
Wednesday, November 11, 1981 - Veteran's Day  
Thursday, November 26, 1981 - Thanksgiving Day  
Friday, November 27, 1981 - Day after Thanksgiving  
Friday, December 25, 1981 - Christmas  
Friday, January 1, 1982 - New Year's  
Monday, February 15, 1982 - President's Day  
Monday, May 31, 1982 - Memorial Day  
Monday, July 5, 1982 - Independence Day  
Monday, September 6, 1982 - Labor Day  
Thursday, November 11, 1982 - Veteran's Day  
Thursday, November 25, 1982 - Thanksgiving Day  
Friday, November 26, 1982 - Day after Thanksgiving  
Friday, December 24, 1982 - Christmas  
Friday, December 31, 1982 - New Year's  
Monday, February 21, 1983 - President's Day  
Monday, May 30, 1983 - Memorial Day

2. The following days shall be observed as paid holidays for all eligible employees assigned to a seven day operation:

Saturday, July 4, 1981 - Independence Day  
Monday, September 7, 1981 - Labor Day  
Wednesday, November 11, 1981 - Veteran's Day  
Thursday, November 26, 1981 - Thanksgiving Day  
Friday, November 27, 1981 - Day after Thanksgiving  
Friday, December 25, 1981 - Christmas  
Friday, January 1, 1982 - New Year's  
Monday, February 15, 1982 - President's Day

Monday, May 31, 1982 - Memorial Day  
Sunday, July 4, 1982 - Independence Day  
Monday, September 6, 1982 - Labor Day  
Thursday, November 11, 1982 - Veteran's Day  
Thursday, November 25, 1982 - Thanksgiving Day  
Friday, November 26, 1982 - Day after Thanksgiving  
Saturday, December 25, 1982 - Christmas  
Saturday, January 1, 1983 - New Year's  
Monday, February 21, 1983 - President's Day  
Monday, May 30, 1983 - Memorial Day

3. Floating Holiday. Employees shall receive one floating holiday each fiscal year of this Plan. The employee shall request the floating holiday in advance. The scheduling of such a day shall be subject to mutual agreement between the appointing authority and the employee based upon staffing needs. The appointing authority may limit the number of employees that may be absent on any given day subject to the operational needs of the agency as determined by the appointing authority. The floating holiday shall be taken in the fiscal year in which it is earned or it is lost. No cash payment shall be made for a floating holiday.
  - C. Holiday Pay Entitlement. In order to receive a paid holiday, an eligible employee shall be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).
- Any eligible employee mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s).
- D. Holiday Pay. Holiday pay shall be computed at the employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day and shall be paid in cash. Eligible employees who normally work less than full time shall have their holiday pay pro-rated. See Appendix A.

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

- E. Work on a Holiday. The appointing authority shall have discretion to pay an eligible employee who works on a designated holiday:
  1. in cash or compensatory time off at the employee's appropriate overtime rate for all hours worked in addition to holiday pay provided for in D above; or,

2. 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 D above. The appointing authority shall, after consultation with the employee, designate such alternative holiday within 90 calendar days of the last date of the pay period in which the holiday occurs. This option shall not be available for employees who work less than their normal work day on a holiday.

F. Religious Holidays. When a religious holiday, not observed as a holiday as provided in B 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 accumulated compensatory time or, by mutual consent, is able to make the time up within the same payroll period. Employees shall notify their supervisor of their intention to observe the religious holiday in advance of the holiday.

- A. Eligibility. All employees except intermittent employees, non-tenured laborers, emergency employees, employees on an initial temporary appointment, student workers, and employees on a project who are authorized to receive salary up to 70% above the maximum of the range for their class are eligible to accrue vacation leave.
- B. Accrual Schedule.

<u>Length of Service Requirement</u>	<u>Rate Per Full Payroll Period</u>
0 thru 5 years	4 working hours
After 5 thru 8 years	5 working hours
After 8 thru 12 years	7 working hours
After 12 thru 20 years	7.5 working hours
Over 20 years	8 working hours

Eligible employees being paid for less than a full 80 hour pay period shall have their vacation accruals pro-rated in accordance with the schedule set forth in Appendix B.

- C. Special Vacation Leave Provisions. 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.

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 eligible employee who is reinstated or reappointed to State service on or after January 1, 1979, and who was mandatorily retired at age 65 prior to January 1, 1979, shall accrue vacation leave at the same rate with the same credit for continuous service that existed at the time of such mandatory retirement.

An eligible employee who is reinstated or reappointed to State service after one year but not more than four years from the date of resignation in good standing, retirement or layoff may at the appointing authority's discretion accrue vacation leave at the same rate with the same credit for continuous service that existed at the time of separation.

Employees in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused vacation leave balance posted to their credit in the records of the employing department in accordance with the accrual schedule established above.

An employee shall not earn vacation during the first six months of continuous service. Upon completion of six months of continuous service, the employee shall be credited with vacation leave beginning with the date of hire into an eligible position. Vacation leave may be accumulated to a maximum of 240 hours. In emergency situations, the Commissioner may temporarily suspend the maximum.



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

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

- D. Vacation Requests. Whenever practicable, employees shall submit written requests for vacation leave on forms furnished by the appointing authority in advance of the period of absence. The appointing authority has discretion in granting or denying vacation leave, but shall make a reasonable effort to schedule employee vacations at a time agreeable to the employee insofar as staffing needs of the work unit permit.
- E. Vacation Charges. Employees who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. Vacation leave shall not be granted in increments of less than one-half hour except to permit use 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.
- Employee vacation accruals earned while on paid leave may be used by the employee with the approval of the supervisor without returning to work prior to the usage of such accrued leave.
- Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon timely notice to the employee's supervisor.
- F. Work During Vacation Period. Except in emergencies, no employee shall be required to work during the employee's vacation once the vacation request has been approved.
- G. Vacation Rights. An employee who is transferred, demoted, or promoted to the service of another appointing authority shall have accumulated vacation leave transferred, provided, however, that all or a portion of such leave may be liquidated in cash at the option of the employee.

A classified or unclassified employee separated from State service shall be compensated in cash, at the employee's current rate of pay, for all vacation leave credited to the employee at the time of separation. Employees on seasonal or temporary layoff shall be allowed to retain their accumulated vacation credit.

- A. Eligibility. All employees except intermittent employees, non-tenured laborers, emergency employees, employees on an initial temporary appointment, student workers, and employees on a project who are authorized to receive salary up to 70% above the maximum of the range for their class are eligible to accrue sick leave.
- B. Sick Leave Accrual. All full-time employees earn sick leave at the rate of four hours per pay period of continuous employment beginning with their date of hire until 900 hours have been accrued. After 900 hours have been accrued, employees shall earn sick leave at the rate of two hours per pay period as long as the 900 hours is maintained. This time will be credited to the employee in a lapsed sick leave bank.

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

An eligible employee who is reinstated or reappointed to State service on or after January 1, 1979, and who was mandatorily retired at age 65 prior to January 1, 1979, shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing agency.

An eligible employee who is reinstated or reappointed to State service within four years of the date of resignation in good standing or retirement may have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the agency at the discretion of the new appointing authority.

Employees in the unclassified service who are subsequently appointed to a position in the classified service within one year following the last day in the unclassified service, or vice versa, shall have their accumulated but unused sick leave balance posted to their credit in the records of the employing agency in accordance with the accrual rates established above.

- C. Usage. Any employee shall be granted sick leave with pay to the extent of the employee's accumulated sick leave credit for absences necessitated by: 1) illness or disability; 2) medical, chiropractic, or dental care for the employee; 3) exposure to contagious disease which endangers the health of other employees, clients, or the public; or, 4) 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. A pregnant employee may use sick leave during the period of time that she is unable to work because of pregnancy. Sick leave to arrange for necessary nursing care for members of the family, or birth or adoption of a child shall be limited to not more than three days. Sick leave shall be granted for a reasonable period of time in case of death of a spouse, or parents of the spouse, or the parents, grandparents, guardian, children, grandchildren, brothers, sisters, or wards of the employee, including necessary travel time; but not for absences to aid bereaved relatives or to attend to the estate of the deceased.

Employees who have lapsed sick leave time recorded to their credit may, with approval of the appointing authority, have the lapsed sick leave restored in the event of an extended illness.

Eligible employees may use their accrued sick leave as it is earned with the approval of the appointing authority when absence is necessitated by inability to perform the duties of the position by reason of illness or other reasons set forth above.

Employees using sick leave will have such leave deducted from the first 900 hours accumulated. Employees whose sick leave balance falls below the 900 hours accumulation shall again accrue sick leave at four hours per payroll period until their accumulation again reaches 900 hours.

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

Employees using leave may be required to furnish a statement from their medical practitioner or a medical practitioner designated by the appointing authority indicating the nature and expected duration of the illness or disability.

The appointing authority may also require a similar statement from a medical practitioner if the appointing authority has reason to believe the employee is not fit to work or has been exposed to a contagious disease which endangers the health of other employees, clients or the public.

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

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

- D. 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.
- E. 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. Sick leave shall not be granted for periods of less than one-half hour except to permit usage of lesser fractions that have been accrued. Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.

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

- F. Transfer, Demotion, Promotion to Another Appointing Authority. An employee who is transferred, demoted or promoted to another appointing authority without an interruption in service shall be credited with the sick leave balance earned in the former state agency.
- G. Sick Leave Credit from Another Public Jurisdiction. An employee who had immediate prior service in another jurisdiction may be credited with up to 12 days of sick leave earned in that jurisdiction at the discretion of the new appointing authority.

Chapter VII. OTHER LEAVES OF ABSENCE

- A. Application for Leave. As far as practicable, all requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor prior to the beginning of the period of absence. The request shall state the reason for and the anticipated duration of the leave of absence.
- B. Authorization for Leave. All requests for a leave of absence shall be answered promptly by the supervisor.
- C. Leaves of Absence - Paid. Paid leaves of absence shall not exceed the employee's normal work schedule.

- 1. Athletic Leave of Absence. Leave shall be granted for the purpose of preparing for and engaging in world, Olympic, or Pan American games competition (M.S. § 15.62).
- 2. Court Appearance Leave. Leave shall be granted for appearances before a court or other judicial or quasi-judicial body in response to a subpoena or other direction by proper authority, for purposes related to the employee's state job.

The employee shall receive regular pay for such appearances or attendances, including necessary travel time, provided that any fee received, exclusive of paid expenses, is returned to the state. Any leave to appear and testify in private litigation not as an officer of the state but as an individual, shall be charged as a vacation leave, leave of absence without pay, or as a deduction from authorized accumulated overtime.

- 3. Education Leave. Leave shall be granted for educational purposes if such education is required by the appointing authority or is part of a scholarship program approved by the appointing authority.
- 4. Jury Duty Leave. Leave shall be granted for time to serve on a jury. The employee shall receive regular pay during this leave, including necessary travel time, provided that any fee received, exclusive of court-paid expenses, is returned to the state. 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, but only on call for service, the employee shall report to work.
- 5. Military Leave. Up to 15 working days leave per calendar year shall be granted to members of a reserve component of the armed forces of the United States or of the State of Minnesota, who are ordered by the appropriate authorities to attend a training program, or achieve service pursuant to law whether for state or federal purposes. (M.S. § 192.26)
- 6. Leave for Pre-induction Physical Examinations. Leave shall be granted for the time required to report and be processed through pre-induction examinations conducted by the armed forces, preliminary to military service. (M.S. § 192.261, Subd. 5(c))

7. Voting Time Leave. Leave shall be granted to employees who are eligible to vote in any statewide general election, or at any election to fill a vacancy in the office of a representative in Congress for a period of time long enough to vote during the forenoon of such election day, provided the employees have made prior arrangements for such absences with their immediate supervisors. (M.S. § 204A.36)

D. Leaves of Absence - Unpaid.

1. Disability Leave. Leave shall be granted up to a cumulative total of one year, upon request, to a permanent employee in the classified service who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended by the appointing authority. An appointing authority may require appropriate medical documentation of the illness, injury or disability. When disability retirement is granted, leaves shall continue until regular retirement age is reached.
2. Maternity/Paternity or Adoption Leave. Leave shall be granted for maternity/paternity or adoption purposes to a natural parent or adoptive parent for a period not to exceed six months when requested in conjunction with the birth or adoption of a child. The six months shall be reduced by any paid or unpaid leave used immediately preceding, in conjunction with, or immediately subsequent to this leave. Maternity/paternity or adoption leave may be extended upon the request of the employee up to a maximum of one year with the approval of the appointing authority.
3. Military Leave. Leaves shall be granted to an employee who enters into active military service in the armed forces of the United States or the State of Minnesota for the period of military service, not to exceed four years, plus any additional time in each case as the employee may be required to serve pursuant to law. (M.S. § 192.261, Subd. 1)
4. Personal Leaves. Leaves for personal business, education, travel, or related work funded by a government or private foundation grant may be granted at the discretion of the appointing authority. Leaves shall be for periods of up to one year, subject to annual renewal at the discretion of the appointing authority.
5. Precinct Caucus or Convention. Upon ten days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention. (M.S. § 202A.19, Subd. 2)
6. Unclassified Service Leave. Leave may be granted to an employee in the classified service to accept a position in the unclassified service. (M.S. 43A.07, Subd. 5)
7. Public Office Leave. Any employees in the classified service shall be granted a leave of absence: (M.S. § 43A.32, Subd. 2)
  - a. Upon assuming an elected federal or state public office, including elected state legislative office;



- b. Upon assuming any elected public office other than an office listed in clause a above if, in the opinion of the Commissioner, the holding of such office conflicts with the employee's regular state employment.
  - c. At the employee's request upon becoming a candidate (i.e., when filing for the office), or during the course of such candidacy, for any elected public office.
  - d. Upon becoming a candidate, or during the course of candidacy, for any elected public office if, in the opinion of the Commissioner, such candidacy conflicts with his/her regular state employment.
- E. Reinstatement After Leave. An employee returning from an approved leave of absence shall be entitled to return to employment in the same agency, in his/her former position, or another position in the employee's classification, or a position of comparable duties and pay for which the employee is qualified. An employee returning from an extended leave of absence of two months or more, shall notify his/her appointing authority at least two weeks prior to the intended date of return from leave. The employee returning from an unpaid leave of absence shall return at the same rate of pay he/she had been receiving at the time the leave of absence commenced plus any non-discretionary adjustments that would have been granted had the employee been continuously employed during the period of absence.
- F. Cancellation of Discretionary Leaves. Leaves of absence or extensions of leaves which are subject to the discretionary authority of the appointing authority may be cancelled by an appointing authority upon reasonable notice to the employee. Such notice shall ordinarily be in writing except in case of emergency. At the discretion of the appointing authority, an employee may terminate his/her leave of absence prior to the previously agreed upon date of expiration of the leave.
- G. Absence Without Leave. Any absence from duty of an employee that is not authorized is an absence without leave and shall be without pay. If it is subsequently determined by an appointing authority that mitigating circumstances existed, the appointing authority may convert the absence without leave to other leave as appropriate. Absence without leave shall be just cause for disciplinary action.

## Chapter VIII. FILLING OF VACANCIES

- A. Priority Appointments. An appointing authority shall first make a selection from the layoff list if such list exists for the agency. No new appointments shall be made to a vacancy in a job class/class option and employment condition for which a layoff list exists until all employees on such list have been offered the opportunity to accept the position. The Commissioner may require that appointments be made from a reemployment list for the class/class option consisting of employees laid off from other agencies or by transfer of employees from other agencies who are about to be laid off and who are in the same class/class option or who have passed a qualifying examination for the class/class option.
- B. Rank on Reemployment List. The Commissioner shall establish reemployment lists by class/class option, affording equal standing to all persons on each list so that all are equally eligible in accordance with their availability for consideration by an appointing authority filling a vacancy.
- C. Absence of Priority Candidates. With the approval of the Commissioner, an appointing authority has the discretion to make an appointment from any of the eligible lists described in M.S. § 43A.13 or to make a direct reinstatement or to make a non-competitive or qualifying appointment as described in M.S. § 43A.15. Seniority does not apply as a factor in filling vacancies.

## Chapter IX. PROBATIONARY PERIOD

- A. Application of Probation. The probationary period is an extension of the examination process. All unlimited appointments to positions in the classified service except appointments from layoff lists shall be for a probationary period specified in E below. Employees placed on layoff prior to the completion of their probationary period shall complete the probationary period upon return from layoff. During the probationary period, an employee is required to demonstrate ability to perform the duties and fulfill the responsibilities of the position.
- B. Required Probationary Period. An employee shall be required to complete a probationary period in order to attain permanent status in a class/class option after receiving any of the following types of appointments:
1. Appointment from a competitive or promotional eligible list.
  2. Conversion of a 700 hour, provisional, unclassified or work training appointment by the Commissioner.
  3. Non-competitive or qualifying appointment or promotion, except as provided below.
- C. Permissive Probationary Period. An appointing authority may require an employee to complete a probationary period in order to obtain permanent status in a class or agency after receiving any of the following types of appointments:
1. Reinstatement.
  2. Reemployment.
  3. Transfer to a new class/class option within an agency or between agencies or jurisdictions.
  4. Transfer within the same class/class option between agencies or jurisdictions.
  5. Voluntary demotion to a new class/class option within an agency or between agencies or jurisdictions.
- The employee shall be notified in writing by the appointing authority, before or at the time of appointment, if he/she is required to serve a probationary period following any of the appointments listed above.
- D. Exclusions from Probationary Period. Limited appointments (emergency, temporary, or provisional) do not require probationary periods and employees do not gain credit toward attainment of permanent status in a class during such employment.
- E. Length of Probationary Period
1. The duration and provisions concerning the probationary period for employees appointed prior to July 1, 1981, shall continue as set forth at the time of their appointment.

2. Employees who work less than 14 hours per week or less than 100 days per year in classes otherwise assigned to bargaining units shall have the same probationary periods as employees in the same class/class option in the bargaining unit.
  3. Except as otherwise provided in this section, employees in appointments listed in B above shall be required to complete a probationary period of six months. Intermittent employees shall serve a probationary period of 1044 hours.
  4. In the case of permissive probationary periods as provided in C above, the probationary period, if required, shall be six months. After the probationary period has commenced, the appointing authority has the discretion to reduce the length of the probationary period. In such cases, the appointing authority shall notify the employee and the Commissioner of the determination to grant permanent status prior to completing the six month period.
  5. At the request of the appointing authority made prior to certification of eligibles or non-competitive appointment, the Commissioner may establish a probationary period of up to one year for administrative, technical or professional positions. The appointing authority shall justify that extension of the probationary period is necessary because six months is insufficient to expose the employee to all the duties and responsibilities of the position. There shall be no extension beyond one year. The provisions of F below do not apply in such cases.
- F. Extension of a Required Probationary Period. In the case of an employee who has not demonstrated the capacity to be granted permanent status in his/her class/class option within six months after beginning a probationary period, the Commissioner may, at the request of an appointing authority, extend the probationary period for up to three additional months, if the appointing authority states that the extension is desirable for reasons such as:
- 1) unanticipated change in the program or duty assignment, or
  - 2) substantial change in performance.
- G. Computation of Time on Probation. The probationary period begins on the day of appointment and includes:
- 1) all time worked in the class/class option,
  - 2) all time worked in any subsequent appointments to higher, related class/class options in the agency,
  - 3) all time worked in subsequent appointments to the unclassified service at the same or higher levels of compensation in the agency provided the work in the unclassified position is in the general occupational field and is at least equivalent in difficulty and responsibility to the work in the position in the classified service, and
  - 4) all leaves not exceeding ten work days in total.

Hours of work for intermittent employees shall include only hours of actual work during the normal work day, exclusive of overtime, holidays or leaves.

- H. Attainment of Permanent Status. If the appointing authority decides to give the employee permanent status, the appointing authority shall notify the employee and the Commissioner in writing of this decision. Permanent status is granted immediately upon completion of the last assigned work period of the probationary period. No employee shall be denied permanent status after successfully completing a probationary period because an appointing authority fails to submit notice.
- I. Failure to Attain Permanent Status. If during the probationary period, a permanent employee is not certified for reasons not related to misconduct or delinquency, the employee shall be restored to a position in the former class/class option and agency, subject to applicable provisions of collective bargaining agreements.



## Chapter X. SEPARATIONS OTHER THAN DISCIPLINARY

- A. Resignations. An employee may resign in good standing by providing the appointing authority at least two weeks prior written notice.
- B. Retirement. An employee subject to the mandatory retirement provisions of the Minnesota State Retirement Act shall retire at the end of the day of his/her birthday in the year he/she is compelled to retire by the Act.

An employee subject to the mandatory retirement provisions of the Teachers Retirement Act must retire at the end of the day on August 31 in the academic year in which he/she is compelled to retire by that act.

- C. Layoff. An appointing authority may lay off a permanent or probationary classified employee from a position due to abolition of the employee's position, shortage of work or funding, a reduction in an employee's normal work hours which continue longer than ten consecutive work days, or other reasons outside the employee's control which do not reflect discredit on the service of the employee. Layoff provisions shall not apply to unclassified employees. They shall be terminated and have no further rights to return to state service employment.

- 1. Determination of Position. The appointing authority shall designate the position in the class or class option, if one exists, in which the layoff is to occur.
- 2. Notification. An appointing authority shall notify an employee who is being laid off and the Commissioner in writing at least seven calendar days prior to the effective date of a layoff including the reason(s) such action is necessary and the estimated length of the layoff period.
- 3. Order of Layoff. An appointing authority shall not lay off permanent or probationary employees until all provisional or temporary employees in the class, class option, employment condition, agency and work location in which the layoff is occurring have been terminated.

Probationary and permanent employees shall be laid off in inverse order of classification seniority by employment conditions (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time, or intermittent), in the class/class option in the agency or other organizational unit where the layoff is occurring.

When an employee exercises bumping rights, is demoting or is transferring, classification seniority in the class/class option to which the employee is bumping, demoting or transferring shall include classification seniority in all related higher or related equally paid classes/class options in which the employee has served within the agency since the initial period of service in the class/class option into which the employee is bumping, demoting or transferring.

When two or more employees have the same classification seniority, seniority positions shall be determined by total state seniority.

Remaining ties will be broken by decision of the appointing authority, who shall act to ensure retention in the state service of the most valuable employees.

4. Options for Employees Notified of Layoff. A classified employee notified of layoff shall have the following options:
  - a. To accept a transfer to a vacant position in his/her agency or organizational unit in any equally paid class/class option for which s/he is qualified as determined by the Commissioner.
  - b. To bump (displace) the least senior employee in any class/class option in which the employee previously served (in order of previous service), in his/her agency or organizational unit subject to applicable provisions of collective bargaining agreements.
  - c. To accept a demotion in lieu of layoff to a vacant position in any lower class/class option in his/her agency or organizational unit for which s/he is qualified as determined by the Commissioner.
  - d. To accept the layoff if a transfer to an equally paid class is not available to the employee.
5. Exceptions:
  - a. For classes requiring special licensure, certification or registration, seniority may be applied and layoff accomplished within the class option.
  - b. In agencies which have received approval by the Commissioner for subdivision into organizational units, seniority shall be applied and layoff accomplished within each unit.
  - c. The appointing authority may, with the approval of the Commissioner, depart from strict inverse seniority order if layoffs based on these provisions would destroy the balance between protected group members and other workers resulting from previous accomplishments of an agency's affirmative action goals, but only to the extent that an agency retains its current ratio of protected group members to non-protected group members.
  - d. The appointing authority may, with the approval of the Commissioner, depart from strict inverse seniority order of layoff, if an employee voluntarily accepts layoff.
6. Rights of laid off employees. Classified employees who have accepted layoff or demotions in lieu of layoff shall have their names placed on the layoff list for the class/class option of employment and agency from which they were laid off in order of seniority. Employees shall remain on the layoff list for a period of time equal to the employee's length of service to a maximum of eight years or for a minimum of one year. Employees shall be removed from a layoff list only because of refusal to report to work, in the class/class option, geographic location, agency, or other organizational unit, and employment condition from which the employee was laid off. The Commissioner shall place the names of laid off classified employees on all

reemployment lists for which they are eligible and have indicated an interest. However, employees on seasonal layoff shall not be eligible for placement on reemployment lists.

7. Recall from Layoff. Employees shall be recalled by the appointing authority from layoff in the order in which their names appear on the layoff list for the agency, class/class option and employment condition from which they were laid off or from which they demoted in lieu of layoff, provided they are qualified as determined by the Commissioner.

- D. Limited Interruptions of Employment. Any interruption in employment not in excess of seven consecutive calendar days because of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons is a limited interruption of employment and shall not be considered a layoff.

In the event limited interruptions of employment occur, full-time employees shall, upon request, be entitled to advance of hours in order to provide the employee with up to 80 hours of earnings for a pay period. Advance of hours shall be allowed up to the maximum number of hours of an employee's accumulated and unused vacation leave. If an employee elects to draw such advances, the employee shall not be permitted to reduce the employee's vacation accumulation below the total hours advanced. However, no employee after the first six months of continuous service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the employee has been advanced under this chapter. All overtime hours worked subsequent to such advances shall be credited against the employee's aggregate advance of hours until the advance is reduced to zero.

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

Such advances shall not apply when the limited interruption is the result of a shortage of funds.

- E. Termination of Unclassified Appointment. An appointing authority may terminate an appointment to an unclassified position due to abolition of the position, shortage of work or funding or other reasons which do not reflect discredit on the service of the employee. Although the layoff rights described in C above for classified employees are not possessed by unclassified employees, severance pay shall be provided when termination is the result of abolition of an unlimited, unclassified position (see Chapter XIV).

## Chapter XI. DISCIPLINE

A. Disciplinary Actions. Disciplinary action may be taken against any employee. In the case of permanent employees, disciplinary action may be taken only for just cause. Discipline may include only the following but not necessarily in this order:

1. Oral reprimand
2. Written reprimand
3. Suspension
4. Reduction in pay
5. Demotion
6. Discharge.

B. Notification.

1. A written reprimand shall specify the reasons for the action and shall state the changes expected in the employee's job performance.
2. No later than the effective date of the action, an appointing authority or his/her designee shall give a permanent employee who is suspended for 30 days or less a written notice stating the length and effective date of the suspension, specific reason(s) for the suspension, changes expected in the employee's job performance and notice that the employee may appeal the suspension as provided in Chapter XII, Grievance Procedure. A copy of the notice shall be filed with the Commissioner.
3. An appointing authority shall give a permanent employee who is suspended for more than 30 days, discharged, reduced in pay or demoted a written notice, as prescribed by M.S. 43A.33, Subd. 3, no later than the effective date of the action. A copy of the notice shall be filed with the Commissioner.

C. Appeals.

1. An employee serving an initial probationary period who is discharged, suspended, reduced in pay or demoted may appeal the action as provided for in Chapter XII, Grievance Procedure. An extension of a probationary period shall not be subject to the grievance procedure.
2. A permanent employee who is discharged, suspended without pay, reduced in pay or demoted may appeal the action under the grievance procedure provided in Chapter XII, Grievance Procedure.

D. Personnel Records. Upon the request of the employee, a written reprimand 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 years following the date of the written reprimand.

The contents of an employee's personnel record shall be disclosed to the employee upon the employee's request. A copy of any items from the employee's personnel record shall be provided upon the request of the employee at a reasonable charge.

## Chapter XII. GRIEVANCE AND APPEAL PROCEDURES

- A. Types of Grievances. Four types of grievances may arise in administering the personnel system which affect employees covered by this Plan.
1. Disputes concerning the interpretation and application of Rules of the Department of Employee Relations. Procedures for resolving these disputes are provided in the Rules.
  2. Disputes concerning the interpretation and application of Administrative Procedures of the Department of Employee Relations. Procedures for resolving these disputes are provided in the Administrative Procedures.
  3. Disputes concerning the interpretation and application of the Commissioner's Plan. Procedures for resolving these disputes are provided in this chapter.
  4. Disputes concerning disciplinary actions as defined in Chapter XI. Procedures for resolving these disputes are provided in this chapter.
- B. Disputes Concerning the Commissioner's Plan. Disputes concerning the interpretation and application of the Commissioner's Plan are of two types:
1. When the Commissioner's Plan gives appointing authorities discretionary authority to act, any grievance which arises from that action shall be resolved by the appointing authority under procedures to be adopted by the appointing authority. The appointing authority's decision is final and not appealable to the Commissioner.
  2. Other disputes concerning the interpretation and application of the Commissioner's Plan, excluding disciplinary actions, shall be resolved through step 4 of the Grievance Procedure (E below).
- C. Disputes Concerning Disciplinary Actions. Grievances of disciplinary actions are as follows:
1. Oral reprimands may not be appealed.
  2. Written reprimands may be appealed through step 3 of the Grievance Procedure (E below).
  3. Discharge, suspension, reduction in pay or demotion of an employee serving an initial probationary period may be appealed through step 3 of the Grievance Procedure (E below).
  4. Suspension, discharge, reduction in pay or demotion of permanent employees may be appealed through the Hearing Procedure for Disciplinary Actions (F below).

D. Processing Grievances. An employee may elect to be represented at any step of the grievance procedure. An employee shall not be released from work to discuss a grievance without first requesting permission from his/her immediate supervisor. Such requests shall not be unreasonably denied. The employee shall be allowed a reasonable amount of time during working hours while on the appointing authority's premises to present his/her grievance. If represented by someone within the employee's same agency, the employee's representative shall, after receiving approval from his/her supervisor, be given a reasonable amount of time during working hours to discuss the grievance with the employee, and present the grievance.

E. Grievance Procedure.

1. Step 1. The employee shall present the grievance to the immediate supervisor within fourteen calendar days after the occurrence of the event giving rise to the grievance, or within fourteen calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the event. The employee shall set forth in writing the nature of the grievance, the facts upon which it is based and the relief requested. The parties shall have seven calendar days to attempt to mutually resolve the dispute. On or before the seventh day, the supervisor shall give a written answer to the employee. If the grievance has not been resolved satisfactorily, the employee may appeal the grievance in writing, within ten calendar days after the date of the response of the immediate supervisor, to the next level of supervision designated by the appointing authority to process dispute settlements.
2. Step 2. The agency representative so designated shall meet with the employee within seven calendar days to attempt to resolve the grievance. The agency representative shall give a written answer to the employee within seven calendar days following the meeting. If the written response indicates that the grievance remains unresolved, the employee may appeal the grievance to the appointing authority or appointing authority designee, within ten calendar days.
3. Step 3. The appointing authority or appointing authority designee shall meet with the employee within seven calendar days following an appeal from step 2 and shall give the employee a written answer within 14 calendar days following their meeting.
4. Step 4. In disputes listed in B.2. the employee may appeal the decision of the appointing authority to the Commissioner within seven calendar days after the appointing authority has given an answer. The Commissioner shall consider the information presented by the employee and the appointing authority and make a decision within 14 calendar days. Whether or not to hold a hearing is discretionary with the Commissioner. The Commissioner's decision shall be final.

- F. Hearing Procedure for Disciplinary Actions. Any permanent employee who is discharged, suspended without pay or reduced in pay or position, may reply within five days of the effective date of the action in writing or, upon request, in person to the appointing authority or the appointing authority's designee. Such employee may appeal to the Chief Hearings Examiner of the Office of Administrative Hearings within 30 days after the effective date of the disciplinary action. (See M.S. 43A.33, Subd. 4.) The employee shall send a copy of the appeal to the commissioner and the appointing authority.

The hearing examiner's order shall be the final decision, but may be appealed according to the provisions of M.S. § 15.0424. If the hearings examiner finds the action taken by the appointing authority was not for just cause or the hearing record establishes extenuating circumstances and the hearings examiner provides for full or partial restoration of pay, the appointing authority shall pay the employee for the amount ordered.

- G. Time Limits. If the grievance is not presented within the time limit set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the time limit specified, or an agreed on extension thereof, it shall be considered settled on the basis of the supervisor's, appointing authority's or appointing authority designee's last answer. If the supervisor, appointing authority or designee does not answer an appeal within a specified time limit, the employee may elect to treat the dispute as denied at that step and appeal to the next step. Time limits on each step may be extended by mutual written agreement of the parties involved.

## Chapter XIII. EMPLOYEE GROUP INSURANCE

- A. Eligibility for State Paid Group Insurance. All employees covered by the Commissioner's Plan who are scheduled to work at least: 1) 40 hours weekly for a period of nine months or more in any 12 consecutive months; or 2) 30 hours weekly for a 12 consecutive month period are eligible to receive the benefits provided under this chapter, 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. Benefits 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 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 dependent's coverage become effective before the employee's coverage.

Benefits provided under this chapter shall continue as long as an employee meets these eligibility requirements and appears on a state payroll for at least one working day during each payroll period or is off the state payroll due to a work related injury or work related disability and is receiving Workers Compensation payments or utilizing disability leave. 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.

For employees age 65 and over, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

- B. Insurance Benefits. The following insurance benefits are provided in accordance with Minn. Stat. 43A.24, subd. 1:

1. Life Insurance. The State will pay the premium for life insurance according to the following schedule of benefits:

<u>Employee's Annual Base Salary</u>	<u>Amount of Basic Life Insurance</u>
\$10,000 or less	\$10,000
10,001 to 15,000	15,000
15,001 to 20,000	20,000
20,001 to 25,000	25,000
25,001 or more	30,000



2. Medical and Hospital Benefits. The benefits shall be those specifically contained in insurance contracts in effect on October 1, 1981 and the certificates issued thereunder by the providers named below, any one of whom may be selected by the employee as the carrier of his/her personal and dependent coverage.

Effective July 1, 1981, the State shall pay the full cost of employee coverage and shall contribute up to \$60 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective October 7, 1981, the State shall contribute up to \$56.06 per month, not to exceed the total cost, for employee coverage and shall contribute up to \$76.94 per month, not to exceed the total cost, for dependent coverage.

Effective October 6, 1982, the State shall contribute a flat-rate dollar amount per month equal to the total employee Blue Cross and Blue Shield insurance premium, not to exceed the total cost, for employee coverage and shall contribute a flat-rate dollar amount per month equal to 90% of the total dependent Blue Cross and Blue Shield insurance premium not to exceed the total cost, for dependent coverage.

Eligible employees may select coverage under any one of the health maintenance organizations now offered by the State, or under the Blue Cross and Blue Shield of Minnesota high option plan, or any other plan subsequently offered by the State. A brief description of each of the HMO plans and the Blue Cross and Blue Shield of Minnesota plan is contained in Appendix D. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person after an annual deductible of \$100.00.

3. Insurance Payment. Employees employed by the State on July 1, 1981 who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981 and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Employees employed by the State on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 6, 1982 and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October, 1982, provided there has been no break in continuous service between July 1, 1981 and October 6, 1982.

Employees shall be considered to be employed on July 1, 1981, October 7, 1981 and October 6, 1982 if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

## Chapter XIV. SALARY ADMINISTRATION

- A. General. Employees in classes assigned to bargaining units but who are covered by this plan only by reason of working less than fourteen hours per week or less than 100 days per year shall have the same salary ranges and salary increase provisions as employees in the same classification in the bargaining unit.
- B. Salary Limits. Each employee shall receive a single rate of pay within the limits of the salary range to which his/her class is assigned. The salary of the agency head as established in M.S. 15A.081 shall serve as the upper limit of compensation in that agency. The Commissioner may grant an exemption not to exceed 120% of the base salary of the agency head only in the case of unusual employment situations as provided by M.S. 43A.17, subdivision 3.
- C. Professional and Supervisory Employees

1. Salary Ranges. Effective July 1, 1981 each professional class covered by this Plan shall have a salary range increased by 8.25% as provided in Appendix E. Effective July 1, 1981 each professional and professional/supervisory class covered by this Plan shall have a salary range increased by 8% as provided in Appendix EF. The salary ranges for these classifications shall consist of minimum and maximum rates of pay.

Effective July 1, 1981 each non-professional supervisory class shall adjust by ~~58¢ or 8% + 7¢~~ 51¢ or 8%, whichever is greater, + 7¢, as provided in Appendix ~~EG~~. In addition, the ranges for technical supervisory classes shall be extended the equivalent of an additional step beyond their previous maximums.

The salary ranges for professional, professional supervisory and non-professional supervisory classifications shall consist of minimum and maximum rates of pay.

Effective June 30, 1982 the ranges for all each professional classes covered above shall be increased by 6%, and effective December 29, 1982 by 3%. Effective July 14, 1982 the ranges for each professional supervisory class and each non-professional supervisory class shall be increased by 7.4% as provided in Appendices H and I. Effective January 12, 1983 the ranges for each professional supervisory class and each non-professional supervisory class shall be increased as provided in Appendix J.

2. Employee Salary Increases - Market Adjustments. Effective July 1, 1981, all ~~professional and~~ supervisory employees shall receive an 8% salary increase or adjustment to the new minimum, whichever is greater.

Effective July 1, 1981 all professional employees shall receive an 8.25 % salary increase or adjustment to the new minimum, whichever is greater.

Effective July 1, 1981 employees in the following classifications shall also receive an additional equity adjustment of 4%: Office Services Supervisor 1, Word Processing Supervisor, Attorney 1, 2 and 3, Compensation Attorney, and Compensation Attorney Principal, Correctional Counselor Supervisor, EDP Programmer Analyst, Public Accounts Examiner and Registered Nurse 2. The Director of Nurses shall receive an equity adjustment of 2.2% and the Registered Nurse 1 shall receive an equity adjustment of 12%. The Commissioner may grant additional equity adjustments in order to maintain approximate salary range comparability as required by M.S. 43A.18, subdivision 8(d) and 8(e).

Effective June 30, 1982, professional employees shall receive a 6% salary increase.

Effective July 14, 1982 all supervisory employees shall receive a 7.4% salary increase. Effective January 12, 1983 all supervisory employees shall receive a 6.2% salary increase or adjustment to the new minimum, whichever is greater.

No salary adjustment provided by this section shall result in an employee being paid at a rate below the designated salary range minimum or above the designated salary range maximum. Employees compensated at a rate above their new salary range maximum shall not receive a salary increase provided by this Section.

3. Performance-Based Salary Increases. Professional and supervisory employees may advance through their salary ranges as provided by performance-based salary increases. Such increases shall be based upon employee performance ratings in accordance with the following:

<u>Performance Rating</u>	<u>January 13, 1982</u>	<u>January 12, 1983</u>
Outstanding	0-7%	0-8%
Above Average	0-5%	0-6%
Satisfactory	0-3%	0-4%
Less than Satisfactory	No Increase	No Increase

That portion of the performance increase which would move an employee's salary beyond the range maximum, shall be in the form of a lump sum payment equal to the yearly equivalent of the percent increase.

D. Clerical; Technical; Craft, Maintenance and Labor and Other Employees

1. Salary Ranges. Effective July 1, 1981, the clerical, technical and other related classes covered by this Plan shall have salary ranges increased by ~~50¢ or 8% + 7¢~~ 51¢ or 8%, whichever is greater, + 7¢, as provided in Appendix FL. In addition, the ranges for technical classes shall be extended the equivalent of an additional step beyond their previous maximums. The salary ranges for clerical, technical and other related classifications shall consist of minimum and maximum rates of pay.

Effective July 1, 1981, craft, maintenance and labor classes covered by this Plan shall have salary ranges increased by ~~70¢ or 8¢ + 19¢~~ 51¢ or 8%, whichever is greater, plus 19¢ as also provided in Appendix ~~FM~~. The salary ranges for each craft, maintenance and labor classification shall consist of an orientation rate and a base rate.

Effective June 30, 1982, the ranges for technical and craft, maintenance and labor classes shall be increased by 6% and effective December 29, 1982 by 3%.

The salary ranges for clerical and other related classifications shall be increased based upon changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (new Series Index, 1967 = 100) published for the Minneapolis-St. Paul area by the U.S. Bureau of Labor Statistics. For each 0.4 point increase in the CPI during the base periods, these ranges shall be increased by \$0.01 per hour as provided below:

<u>Base Period</u>	<u>Effective Date</u>
October, 1981 - April, 1982	June 30, 1982
October, 1981 - October, 1982	December 29, 1982

2. Employee Salary Increases - Market Adjustments. Effective July 1, 1981, each clerical, technical, and other employees covered by this Section shall adjust to the new minimum, or receive an 8% increase, or receive a \$.51 per hour increase, whichever is greater, plus 7¢ per hour. Craft, maintenance and labor employees shall adjust to the appropriate orientation or base rate. In addition, employees in the following classifications shall also receive an equity adjustment of 3%: Word Processing Operator 2 and 3, and Executive 1.

Effective June 30, 1982, technical, craft, maintenance and labor employees shall receive a 6% salary increase. Effective December 29, 1982 these employees shall receive an additional increase of 3%.

Effective June 30, 1982 and December 29, 1982, clerical and other related employees shall receive increases based upon changes in the Consumer Price Index as specified above.

No salary adjustment provided by this section shall result in an employee currently paid within a salary range being paid at a rate below the designated salary range minimum or above the designated salary range maximum.

Employees compensated at a rate above their new salary range maximum shall not receive the July 1, 1981 salary increase provided by this Section.

### 3. Performance-Based Salary Increases.

Employees shall receive a 3% salary increase upon the completion of 12 months of satisfactory continuous service since the date of their last performance or promotional increase, until the range maximum is attained. These increases shall be withheld from employees who have not achieved at least a satisfactory performance rating. Withheld increases shall subsequently be granted upon certification by the Appointing Authority that the employee is satisfactorily meeting performance standards or indicators.

During the second year of the biennium, up to 40% of these employees may be granted exceptional performance increases of 4%. Such increases are dependent upon the availability of funds and shall be based upon demonstrated exceptional performance and/or the completion of highly significant work assignments in their jobs. That portion of the exceptional performance increase which would move an employee's salary beyond the range maximum, shall be in the form of a lump sum payment equal to the yearly equivalent of a 4% increase.

Craft, maintenance and labor employees shall advance to the base rate upon the completion of 6 months of satisfactory continuous service.

- E. Increase Upon Promotion. Promotional salary increases over 12% must be approved in advance by the Commissioner after a review of supporting documentation. No promotional increases shall be granted which would place the employee's rate of pay above the authorized salary range maximum.
- F. Salary on Transfer. An employee's salary shall not be changed upon transfer to another classification, except for any increases required to pay the employee at the minimum of the new range.
- G. Salary on Demotion. When an employee demotes to a lower paid class, his/her salary rate shall be adjusted as follows:
  - 1. If their current rate of pay is contained in the new range, no adjustment shall be made;
  - 2. If their current rate of pay exceeds the maximum of the new range, their rate of pay shall normally be reduced to the maximum of the new range, unless the Commissioner approves a request from the appointing authority to preserve the employee's current salary under the provisions of M.S. 43A.17, subdivision 5.
- H. Work Out of Class Pay. Salary increases for employees engaged in work out of class in a higher classification may be granted in accordance with the provisions of E above. Employees working out of class in equally paid or lower paid classifications shall receive no salary adjustment.

- I. Retroactive Pay Upon Reallocation. If the incumbent of a position which is reallocated upward to a class existing at the time of the request receives a probationary appointment to the reallocated position, pay for the reallocation shall commence 15 calendar days after the receipt in the Department of Employee Relations of a properly documented reallocation request, and shall continue from that date for up to a maximum of 60 calendar days or until the effective date of the appointment, whichever occurs first. If more than 60 days after the initial 15 day period elapses, payment shall be for the final 60 days of the period. This provision does not apply to reallocations resulting from a position classification study for an agency or subdivision thereof, initiated by the Department of Employee Relations or the appointing authority.
- J. Shift Differential. Employees working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m., shall receive a shift differential of 30¢ per hour for all hours worked on that shift. Employees working the regular day schedule who are required to work overtime or who are called back to work for special projects are not eligible for the shift differential. Employees working a shift for which a differential is paid who are required to work overtime shall be paid at the rate of one and one half times the sum of their base rate plus differential.
- K. Project Labor Rates. The Commissioner may authorize an appointing authority to pay an employee in a skilled labor class at a rate not to exceed 170% of the normal maximum for that class if the employee is engaged in a construction project of a short-term and non-recurring nature. Such employees shall not receive any of the benefits related to state employment.
- L. Severance Pay. Employees separated from the State service by reason of:
- (1) death,
  - (2) mandatory retirement,
  - (3) retirement at age 65,
  - (4) retirement after 10 years of continuous State service with immediate entitlement at the time of retirement to an annuity under the State retirement program
  - (5) layoff (exclusive of seasonal and temporary layoffs),
  - (6) separation after 20 years of continuous State service,
  - (7) termination resulting from abolition of unlimited, unclassified position.

shall be entitled upon such separation to a sum equal to:

- (1) 40% of the employee's accumulated but unused sick leave balance at the time of separation not to exceed 900 hours, plus
- (2) 25% of the employee's accumulated and unused sick leave in excess of 900 hours

times the employee's regular rate of pay at the time of separation..

Chapter XV. EXPENSE REIMBURSEMENT.

- A. General. The appointing authority may authorize travel at State expense and reimbursement of special expenses for the effective conduct of the State's business. Such authorization must be granted prior to the incurrence of the actual expenses. Employees affected shall be reimbursed for such travel and special expenses that have been authorized by the appointing authority in accordance with the provisions of this chapter.
- B. Privately Owned Vehicles and Aircraft.
1. When a State-owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the appointing authority shall reimburse the employee at the rate of \$.24 per mile during Fiscal Year 1982 for mileage on the most direct route according to Transportation Department records. The rate for Fiscal Year 1983 shall be \$.26 per mile.
  2. When a State-owned vehicle is available and declined by the employee, mileage shall be paid at the rate of \$.19 per mile during Fiscal Year 1982 on the most direct route. The rate for Fiscal Year 1983 shall be \$.21 per mile.
  3. Use of a specially equipped personal van or van-type vehicle on official state business shall be reimbursed at the rate of \$.38 per mile during Fiscal Year 1982 and \$.40 per mile during Fiscal Year 1983. 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.
  4. Use of personal aircraft will be reimbursed at the rate of \$.40 per mile during Fiscal Year 1982 and \$.43 per mile in Fiscal Year 1983.
  5. Use of a motorcycle shall be reimbursed at the rate of \$.12 per mile during Fiscal Year 1982 and \$.13 per mile in Fiscal Year 1983.
  6. The appointing authority shall require employees who drive personal vehicles on state business to carry vehicle insurance in an amount sufficient to meet the requirements of M.S. § 65B.49. An employee flying a personal aircraft on official state business must show proof of adequate liability insurance coverage by a firm licensed to do business in Minnesota. Such coverage shall be in accordance with the requirements of M.S. § 360.59, subd. 10.
- C. Commercial Transportation. When an employee is required to use commercial transportation (air, taxi, rental car, etc.) in conjunction with authorized business of an appointing authority, the employee shall be reimbursed for the actual expenses of the mode of transportation so authorized. All air transportation shall be by coach class. Reimbursement for travel which includes more than one destination visited for state purposes and purposes other than the conduct of state business will be in an amount equal to the cost of the air coach fare only to those destinations where state purposes are served.

D. Other Reimbursable Expenses.

1. Meal Allowances. Employees in travel status shall be reimbursed for the amount actually paid for meals, including tax and a reasonable gratuity. The following maximum rates shall apply to individual meals for employees in travel status:

Within the State

Fiscal Year 1982:

Breakfast - \$4.50; Lunch - \$5.50; Dinner - \$9.50

Fiscal Year 1983:

Breakfast - \$5.50; Lunch - \$6.50; Dinner - \$10.50

Employees stationed within the seven county metropolitan areas, and employees within a thirty-five mile radius of their work station, shall not be reimbursed for meals within these areas except when the cost incurred is specifically authorized as a special expense.

Outside the State

Fiscal Year 1982:

Breakfast - \$5.00; Lunch - \$6.00; Dinner - \$11.00

Fiscal Year 1983:

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

2. Lodging Allowances. The cost of hotel and motel accommodations shall be reimbursed to the employee at the actual amount incurred. Employees will use good judgment in incurring lodging costs. Charges shall be reasonable and consistent with the facilities available.
3. Telephone. The cost of work-related long distance calls shall be reimbursed to the employee if the employee does not have a telephone credit card or is unable to bill the call to the office telephone number.

Employees who are in travel status and who will not be returning home during a work week shall be permitted one long-distance telephone call at state expense to their home residence during the week.

4. Personal Expenses.

- a. During Fiscal Year 1982 the cost of dry cleaning and laundry shall be reimbursed to an employee in an amount not to exceed \$15.00 for laundry and/or dry cleaning services for each week after the first week an employee is in continued travel status. The amount authorized for this purpose in Fiscal Year 1983 shall be \$16.00.
- b. Porterage - An employee shall be reimbursed for baggage handling.

E. Special Reimbursable Expenses. Expenses are reimbursable without regard to employee's travel status and assigned work area.

1. Cost of a meal when it is on the agenda of a conference, workshop, seminar or other meeting requiring the employee's attendance.



2. Registration fees for conferences, seminars or workshops.
3. Lodging within the employee's work area when the employee is actively participating in an event directly related to the employee's position which requires his/her presence overnight or when weather conditions or other unforeseen occurrences prevent the employee from returning home.
4. Necessary expense allowances for one attendant for a handicapped employee who requires daily assistance in performing various personal tasks or who has special mobility needs.
5. Expenses as follows for employees assigned to work at the State Fair:
  - a. Fees for admission to the fairgrounds.
  - b. One meal during each shift of fewer than ten hours, or two meals during each shift of ten hours or more, subject to the limits set for in-state travel.
  - c. Taxi fare for handicapped employees who are unable to drive or use other means of public transportation between their normal work stations and the State Fairgrounds, or between the employees' residences and the State Fairgrounds, whichever distance is less.

F. Travel Advances. The appointing authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least \$50.00, provided the employee makes such a request a reasonable period of time in advance of the travel date. If the advance payment exceeds the actual expense, the employee shall return the excess within two weeks.

- A. Authorization. An appointing authority shall reimburse an employee for relocation expenses incurred as the result of (1) a promotion, required transfer or reassignment to a new work station at least 35 miles from his/her present station, or (2) a change of residence required as a condition of employment, or (3) a reassignment, transfer or demotion to a vacant position in the same agency located at least 35 miles from the employee's present work station resulting from abolition of the employee's position.

An appointing authority may reimburse all or a portion of the relocation expenses of an employee who is transferred, reassigned or demoted at the employee's request.

Reimbursement for relocation expenses shall be allowed if a change of residence is completed within six months from the date of appointment or transfer, or unless other time extension arrangements have been approved by the appointing authority.

Employees shall obtain received prior authorization from their appointing authority before incurring any expenses authorized by this chapter.

B. Covered Expenses.

1. For a ninety day period after the effective date of transfer or appointment, travel expenses may be reimbursed for:
  - a. The employee to return to the original work station once each week.
  - b. The employee's spouse to travel between the two locations twice during the period, including mileage, meals and lodging, not to exceed a total of seven days.
  - c. The employee's family to travel to the new work station at the time the move is made, including meals, mileage and lodging.
2. The cost of realtor's fees on the home being sold by the employee, but in no case to exceed 5% of the sales price of the domicile.
3. The cost of moving and packing household goods.
4. Miscellaneous expenses, up to a maximum of \$350 in documented costs.
5. Neither the State of Minnesota nor any of its agencies shall be responsible for the loss or damage to any employee's household goods or personal effects.

The employee shall obtain no less than two bids for packing and/or moving household goods. Approval shall be obtained from the appointing authority prior to any commitment to a mover to either pack or ship the employee's household goods. The appointing authority shall pay for moving a house trailer if the trailer is the employee's domicile.

## Chapter XVII. HOUSING

- A. Rental Rates. An appointing authority shall not require an employee to pay rent when occupying a state-owned residence as a condition of employment. An employee who is not required by the appointing authority to live in a state-owned residence as a condition of employment shall pay a fair rental rate established by the appointing authority within guidelines established by the Commissioner of Administration.

In the event the appointing authority no longer requires an employee to live in a state-owned residence as a condition of employment, the employee shall be given a reasonable period of time, not to exceed 60 calendar days, in which to find alternate housing if the employee so decides.

- B. Utilities and Repairs. If the appointing authority requires an employee to maintain an office in the state-owned residence, the appointing authority shall pay a pro-rated share of the utilities costs related to the operation of the office.

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

Chapter XVIII. EMPLOYEE SAFETY

- A. Protective Equipment: The appointing authority shall provide and maintain protective equipment or clothing, including safety glasses, safety helmets, and safety vests whenever such equipment is required as a condition of employment by State or Federal regulation.
- B. Medical Examinations: If required by the appointing authority as part of general health and safety programs or to comply with state and federal health and safety requirements, medical examinations shall be provided at no cost to the employee. The appointing authority shall receive a copy of the medical report.
- C. Employees who are injured or who are involved in an accident during the course of their employment shall report the accident to their immediate supervisor as soon as possible after it occurs.

Chapter XIX. WORKERS' COMPENSATION; INJURED ON DUTY PAY

- A. Hazardous occupation injuries. Employees of the state Corrections and Welfare institutions, the School for the Deaf, the Braille and Sight Saving School and the Department of Veterans' Affairs who incur a disabling injury in the ordinary course of employment may be eligible for injured on duty pay. In order to be eligible for such pay, employees shall have been acting in a reasonable and prudent manner in compliance with established policies and procedures of the appointing authority when the injury is incurred. Such injuries must be the direct result of aggressive and/or criminal and/or intentional acts, or their consequences, by a person who is a resident or is under the custodial control of a correctional, educational, veterans' or welfare institution; or the injury must have occurred while attempting to apprehend, restrain, or take into custody an institutional inmate or resident, or suspected violator of the law.

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

- B. Other Job-Related Injuries. An employee who incurs a compensable illness or injury and receives workers' compensation benefits may:
1. Elect to use accumulated vacation or sick leave, or both, during an absence resulting from an injury or illness for which a claim for workers' compensation is made, pending an award of benefits;
  2. Elect to return the benefit check to the state and receive an adjustment to his/her sick leave or vacation accrual or both, in proportion to the amount of compensation received and in the order in which either sick leave or vacation leave or both was originally taken; or
  3. Elect to retain the workers' compensation benefit check, and to receive payments from sick leave and vacation leave accruals in an amount which will total his/her regular gross pay for the period of time involved.
    - a. In either 2 or 3 above, the total rate of compensation shall not exceed the regular compensation of the employee.
    - b. Employees absent on workers' compensation leave shall be entitled to immediate return to employment upon appropriate release from workers' compensation status, provided the employee is able to perform the work satisfactorily and safely as determined by competent medical authority.

## CHAPTER XX. DEFINITIONS

- A. Words and terms used in this Plan have the meanings defined in Minn. Stat. 43A.02.
- B. The following words and terms used in this Plan but not defined in Minn. Stat. 43A.02 shall have the meanings indicated below:
1. "Class option" means an area of specialization which may require special licensure, certification or registration, and for which a separate examination or qualifying process is used in making appointments to a classification.
  2. "Classification Seniority" is the length of continuous service in a specific job class/class option within the agency.
  3. "Continuous Service" shall commence on the date an employee begins to serve a probationary period. In the case of an employee mandatorily retired at age 65 prior to January 1, 1979, who returns to state service, continuous service shall be credited back to the last date of hire at the time of the mandatory retirement. Continuous service, however, shall not include the period during which the employee was off the state payroll due to the mandatory retirement. In the case of an employee in a trainee classification or an employee working under a provisional appointment, continuous service shall be credited back to the date of hire at the time an employee begins to serve a probationary period in a related class/class option. Continuous service shall be interrupted only by separation because of resignation, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff or retirement.
  4. "Demotion" means a change by an employee from a position in one class to a position in another class with less responsible duties and a lower salary range.
  5. "Emergency Employee" means an employee who was appointed for an unforeseen emergency. (Minn. Stat. § 43A.15, Subd. 2)
  6. "Full-time Employee" means an employee who is scheduled to work an average of 80 hours per bi-weekly payroll period.
  7. "Organizational Unit" means a geographic, organizational or other unit of an agency which is approved by the commissioner as a unit for purposes of employment or layoff or both.
  8. "Overtime" means hours worked in excess of a normal work shift (normally eight hours) or beyond a normal work week (usually five consecutive eight-hour days).
  9. "Part-time Employee" means an employee who is scheduled to work on a regular and recurring schedule of less than 80 hours in a bi-weekly payroll period.
  10. "Promotion" means a change of an employee from a position in one class to a position in another class with more responsible duties and a higher salary range.

11. "Related Classes" means those classes within the same agency which are similar in nature and character of work performed and which require similar qualifications.
12. "State Seniority" means the length of employment with the state since the last date of hire. However, in the case of an employee mandatorily retired at age 65 prior to January 1, 1979, who returns to state service, state seniority is defined as the length of employment with the state since the last date of hire preceding the mandatory retirement. Such state seniority shall not include the period during which the employee was off the state payroll due to the mandatory retirement.
13. "Student Worker" means a person employed in programs which are related to an academic program and/or department speciality and personnel needs. No academic credit is given and the training experience does not lead directly or indirectly to employment in the classified service. These programs are generally seasonal or temporary in nature with persons employed in the unclassified service.
14. "Temporary Employee" means an employee who has been appointed to a position which has a definite ending date. (Minn. Stat. § 43A.15, Subd. 3)
15. "Transfer" means the movement of an employee from one agency or organizational unit to another agency or organizational unit, or from one class to another class within the same agency or organizational unit in a comparable salary range and usually involving the performance of similar duties and requiring essentially the same basic qualifications. Job rotation assignments made in conjunction with an established job rotation program designed to acquaint employees with various operations of an agency are not transfers.
16. "Work Area" means (1) the seven county metropolitan area for employees regularly stationed in that area or (2) the area within a 35 mile radius of the employee's work station for employees regularly stationed outside the seven county metropolitan area.
17. "Work Station" means the specific location to which an employee is assigned by the appointing authority for purposes of conducting the duties and responsibilities of the employee's position.
18. "Working Day" means a regularly scheduled day of work as determined by the appointing authority.

APPENDIX "A"

PRO RATA SCHEDULE FOR HOLIDAY PAY

Hours that would have been  
worked during the pay period  
had there been no holiday.

Holiday hours earned for  
each holiday in the pay period.

Less than 9.5	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



Appendix B

HOURS OF VACATION ACCRUED  
DURING EACH PAYROLL PERIOD  
OF CONTINUOUS SERVICE

No. Hours Worked During Pay Period	<u>LENGTH OF SERVICE REQUIREMENT</u>				
	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	Over 20 years
Less than 9.5	0	0	0	0	0
At least 9.5, but less than 19.5	.75	1	1.25	1.50	1.50
At least 19.5, but less than 29.5	1	1.25	1.75	2	2
At least 29.5, but less than 39.5	1.50	2	2.75	3	3
At least 39.5, but less than 49.5	2	2.50	3.50	3.75	4
At least 49.5, but less than 59.5	2.50	3.25	4.50	4.75	5
At least 59.5, but less than 69.5	3	3.75	5.25	5.75	6
At least 69.5, but less than 79.5	3.50	4.50	6.25	6.75	7
At least 79.5	4	5	7	7.50	8

# APPENDIX "C"

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

<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	1.70
At least 79.5	4	2

APP IX E  
Salary Grid

New 11/16/81

Confidential Employees - Professional  
Effective July 1, 1981

COMP CODE		A	B	C	D	E	F	G	H	I	J	
STEP		01	02	03	04	05	06	07	08	09	10	
SERIES RANGE												
A	01	14,073 1173 6.74	14,574 1215 6.98	15,138 1262 7.25	15,660 1305 7.50	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	ANNUAL MONTHLY HOURLY
A	02	14,574 1215 6.98	15,138 1262 7.25	15,660 1305 7.50	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	ANNUAL MONTHLY HOURLY
A	03	15,138 1262 7.25	15,660 1305 7.50	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	ANNUAL MONTHLY HOURLY
A	04	15,660 1305 7.50	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	ANNUAL MONTHLY HOURLY
A	05	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	ANNUAL MONTHLY HOURLY
A	06	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	ANNUAL MONTHLY HOURLY
A	07	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	ANNUAL MONTHLY HOURLY
A	08	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	ANNUAL MONTHLY HOURLY
A	09	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	ANNUAL MONTHLY HOURLY

COMP CODE	A	B	C	D	E	F	G	H	I	J
STEP	01	02	03	04	05	06	07	08	09	10

SERIES RANGE

A	10	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	ANNUAL MONTHLY HOURLY
A	11	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	ANNUAL MONTHLY HOURLY
A	12	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	ANNUAL MONTHLY HOURLY
A	13	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	ANNUAL MONTHLY HOURLY
A	14	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	ANNUAL MONTHLY HOURLY
A	15	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	ANNUAL MONTHLY HOURLY
A	16	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	32,510 2709 15.57	ANNUAL MONTHLY HOURLY
A	17	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	ANNUAL MONTHLY HOURLY
A	18	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	ANNUAL MONTHLY HOURLY
A	19	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	ANNUAL MONTHLY HOURLY

COMP CODE	A	B	C	D	E	F	G	H	I	J
STEP	01	02	03	04	05	06	07	08	09	10

SERIES RANGE

A	20	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	ANNUAL MONTHLY HOURLY
A	21	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	ANNUAL MONTHLY HOURLY
A	22	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	ANNUAL MONTHLY HOURLY
A	23	30,172 2514 14.45	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	ANNUAL MONTHLY HOURLY
A	24	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	ANNUAL MONTHLY HOURLY
A	25	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	ANNUAL MONTHLY HOURLY
A	26	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	ANNUAL MONTHLY HOURLY
A	27	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	48,066 4005 23.02	ANNUAL MONTHLY HOURLY
A	28	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	48,066 4005 23.02		ANNUAL MONTHLY HOURLY
A	29	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	48,066 4005 23.02			ANNUAL MONTHLY HOURLY

COMP CODE	A	B	C	D	E	F	G	H	I	J
STEP	01	02	03	04	05	06	07	08	09	10

SERIES RANGE

A	30	38,837	40,257	41,676	43,180	44,746	46,374	48,066		
		3236	3355	3473	3598	3729	3865	4005		
		18.60	19.28	19.96	20.68	21.43	22.21	23.02		

ANNUAL  
MONTHLY  
HOURLY

APPENDIX F New 11/16/81

## Salary Grid

## Confidential Employees - Professional Supervisory

Effective July 1, 1981

Salary ranges consist of minimum and maximum rates only. Columns B thru J merely indicate possible salary range maximums.

Comp Step	Series	Range	A	B	C	D	E	F	G	H	I	J	Range
			01	02	03	04	05	06	07	08	09	10	
F	1	YR	14,052	14,553	15,117	15,618	16,140	16,662	17,226	17,811	18,416	19,043	1
		MO	1171	1213	1260	1302	1345	1389	1436	1484	1535	1587	
		HR	6.73	6.97	7.24	7.48	7.73	7.98	8.25	8.53	8.82	9.12	
F	2	YR	14,553	15,117	15,618	16,140	16,662	17,226	17,811	18,416	19,043	19,711	2
		MO	1213	1260	1302	1345	1389	1436	1484	1535	1587	1643	
		HR	6.97	7.24	7.48	7.73	7.98	8.25	8.53	8.82	9.12	9.44	
F	3	YR	15,117	15,618	16,140	16,662	17,226	17,811	18,416	19,043	19,711	20,379	3
		MO	1260	1302	1345	1389	1436	1484	1535	1587	1643	1698	
		HR	7.24	7.48	7.73	7.98	8.25	8.53	8.82	9.12	9.44	9.76	
F	4	YR	15,618	16,140	16,662	17,226	17,811	18,416	19,043	19,711	20,379	21,110	4
		MO	1302	1345	1389	1436	1484	1535	1587	1643	1698	1759	
		HR	7.48	7.73	7.98	8.25	8.53	8.82	9.12	9.44	9.76	10.11	
F	5	YR	16,140	16,662	17,226	17,811	18,416	19,043	19,711	20,379	21,110	21,861	5
		MO	1345	1389	1436	1484	1535	1587	1643	1698	1759	1822	
		HR	7.73	7.98	8.25	8.53	8.82	9.12	9.44	9.76	10.11	10.47	
F	6	YR	16,662	17,226	17,811	18,416	19,043	19,711	20,379	21,110	21,861	22,634	6
		MO	1389	1436	1484	1535	1587	1643	1698	1759	1822	1886	
		HR	7.98	8.25	8.53	8.82	9.12	9.44	9.76	10.11	10.47	10.84	
F	7	YR	17,226	17,811	18,416	19,043	19,711	20,379	21,110	21,861	22,634	23,469	7
		MO	1436	1484	1535	1587	1643	1698	1759	1822	1886	1956	
		HR	8.25	8.53	8.82	9.12	9.44	9.76	10.11	10.47	10.84	11.24	
F	8	YR	17,811	18,416	19,043	19,711	20,379	21,110	21,861	22,634	23,469	24,304	8
		MO	1484	1535	1587	1643	1698	1759	1822	1886	1956	2025	
		HR	8.53	8.82	9.12	9.44	9.76	10.11	10.47	10.84	11.24	11.64	
F	9	YR	18,416	19,043	19,711	20,379	21,110	21,861	22,634	23,469	24,304	25,181	9
		MO	1535	1587	1643	1698	1759	1822	1886	1956	2025	2098	
		HR	8.82	9.12	9.44	9.76	10.11	10.47	10.84	11.24	11.64	12.06	
F	10	YR	19,043	19,711	20,379	21,110	21,861	22,634	23,469	24,304	25,181	26,121	10
		MO	1587	1643	1698	1759	1822	1886	1956	2025	2098	2177	
		HR	9.12	9.44	9.76	10.11	10.47	10.84	11.24	11.64	12.06	12.51	
F	11	YR	19,711	20,379	21,110	21,861	22,634	23,469	24,304	25,181	26,121	27,060	11
		MO	1643	1698	1759	1822	1886	1956	2025	2098	2177	2255	
		HR	9.44	9.76	10.11	10.47	10.84	11.24	11.64	12.06	12.51	12.96	
F	12	YR	20,379	21,110	21,861	22,634	23,469	24,304	25,181	26,121	27,060	28,021	12
		MO	1698	1759	1822	1886	1956	2025	2098	2177	2255	2335	
		HR	9.76	10.11	10.47	10.84	11.24	11.64	12.06	12.51	12.96	13.42	
F	13	YR	21,110	21,861	22,634	23,469	24,304	25,181	26,121	27,060	28,021	29,065	13
		MO	1759	1822	1886	1956	2025	2098	2177	2255	2335	2422	
		HR	10.11	10.47	10.84	11.24	11.64	12.06	12.51	12.96	13.42	13.92	
F	14	YR	21,861	22,634	23,469	24,304	25,181	26,121	27,060	28,021	29,065	30,109	14
		MO	1822	1886	1956	2025	2098	2177	2255	2335	2422	2509	
		HR	10.47	10.84	11.24	11.64	12.06	12.51	12.96	13.42	13.92	14.42	
F	15	YR	22,634	23,469	24,304	25,181	26,121	27,060	28,021	29,065	30,109	31,279	15
		MO	1886	1956	2025	2098	2177	2255	2335	2422	2509	2607	
		HR	10.84	11.24	11.64	12.06	12.51	12.96	13.42	13.92	14.42	14.98	
F	16	YR	23,469	24,304	25,181	26,121	27,060	28,021	29,065	30,109	31,279	32,427	16
		MO	1956	2025	2098	2177	2255	2335	2422	2509	2607	2702	
		HR	11.24	11.64	12.06	12.51	12.96	13.42	13.92	14.42	14.98	15.53	
Step			01	02	03	04	05	06	07	08	09	10	
Step Code			A	B	C	D	E	F	G	H	I	J	

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

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series Range													Range
F	17	YR	24,304	25,181	26,121	27,060	28,021	29,065	30,109	31,279	32,427	33,617	17
		MO	2025	2098	2177	2255	2335	2422	2509	2607	2702	2801	
		HR	11.64	12.06	12.51	12.96	13.42	13.92	14.42	14.98	15.53	16.10	
F	18	YR	25,181	26,121	27,060	28,021	29,065	30,109	31,279	32,427	33,617	34,911	18
		MO	2098	2177	2255	2335	2422	2509	2607	2702	2801	2909	
		HR	12.06	12.51	12.96	13.42	13.92	14.42	14.98	15.53	16.10	16.72	
F	19	YR	26,121	27,060	28,021	29,065	30,109	31,279	32,427	33,617	34,911	36,122	19
		MO	2177	2255	2335	2422	2509	2607	2702	2801	2909	3010	
		HR	12.51	12.96	13.42	13.92	14.42	14.98	15.53	16.10	16.72	17.30	
F	20	YR	27,060	28,021	29,065	30,109	31,279	32,427	33,617	34,911	36,122	37,396	20
		MO	2255	2335	2422	2509	2607	2702	2801	2909	3010	3116	
		HR	12.96	13.42	13.92	14.42	14.98	15.53	16.10	16.72	17.30	17.91	
F	21	YR	28,021	29,065	30,109	31,279	32,427	33,617	34,911	36,122	37,396	38,732	21
		MO	2335	2422	2509	2607	2702	2801	2909	3010	3116	3228	
		HR	13.42	13.92	14.42	14.98	15.53	16.10	16.72	17.30	17.91	18.55	
F	22	YR	29,065	30,109	31,279	32,427	33,617	34,911	36,122	37,396	38,732	40,152	22
		MO	2422	2509	2607	2702	2801	2909	3010	3116	3228	3346	
		HR	13.92	14.42	14.98	15.53	16.10	16.72	17.30	17.91	18.55	19.23	
F	23	YR	30,109	31,279	32,427	33,617	34,911	36,122	37,396	38,732	40,152	41,593	23
		MO	2509	2607	2702	2801	2909	3010	3116	3228	3346	3466	
		HR	14.42	14.98	15.53	16.10	16.72	17.30	17.91	18.55	19.23	19.92	
F	24	YR	31,279	32,427	33,617	34,911	36,122	37,396	38,732	40,152	41,593	43,075	24
		MO	2607	2702	2801	2909	3010	3116	3228	3346	3466	3590	
		HR	14.98	15.53	16.10	16.72	17.30	17.91	18.55	19.23	19.92	20.63	
F	25	YR	32,427	33,617	34,911	36,122	37,396	38,732	40,152	41,593	43,075	44,641	25
		MO	2702	2801	2909	3010	3116	3228	3346	3466	3590	3720	
		HR	15.53	16.10	16.72	17.30	17.91	18.55	19.23	19.92	20.63	21.38	
F	26	YR	33,617	34,911	36,122	37,396	38,732	40,152	41,593	43,075	44,641	46,270	26
		MO	2801	2909	3010	3116	3228	3346	3466	3590	3720	3856	
		HR	16.10	16.72	17.30	17.91	18.55	19.23	19.92	20.63	21.38	22.16	
F	27	YR	34,911	36,122	37,396	38,732	40,152	41,593	43,075	44,641	46,270	47,961	27
		MO	2909	3010	3116	3228	3346	3466	3590	3720	3856	3997	
		HR	16.72	17.30	17.91	18.55	19.23	19.92	20.63	21.38	22.16	22.97	
F	28	YR	36,122	37,396	38,732	40,152	41,593	43,075	44,641	46,270	47,961	49,882	28
		MO	3010	3116	3228	3346	3466	3590	3720	3856	3997	4157	
		HR	17.30	17.91	18.55	19.23	19.92	20.63	21.38	22.16	22.97	23.89	
F	29	YR	37,396	38,732	40,152	41,593	43,075	44,641	46,270	47,961	49,882		29
		MO	3116	3228	3346	3466	3590	3720	3856	3997	4157		
		HR	17.91	18.55	19.23	19.92	20.63	21.38	22.16	22.97	23.89		
F	30	YR	38,732	40,152	41,593	43,075	44,641	46,270	47,961	49,882			30
		MO	3228	3346	3466	3590	3720	3856	3997	4157			
		HR	18.55	19.23	19.92	20.63	21.38	22.16	22.97	23.89			

Step		01	02	03	04	05	06	07	08	09	10	
Comp Code		A	B	C	D	E	F	G	H	I	J	

R - Yearly Salary Rate

M - Monthly Salary Rate

H - Hourly Salary Rate



New 11/16/81

Comp	1c	A	B	C	D	E	F	G	H	I	J		
Star		01	02	03	04	05	06	07	08	09	10		
Series	Range											Range	
F	52	YR	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	52
		MO	966	987	1009	1035	1061	1089	1115	1141	1171	1202	
		HR	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	
F	53	YR	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	53
		MO	987	1009	1035	1061	1089	1115	1141	1171	1202	1235	
		HR	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	
F	54	YR	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	54
		MO	1009	1035	1061	1089	1115	1141	1171	1202	1235	1274	
		HR	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	
F	55	YR	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	55
		MO	1035	1061	1089	1115	1141	1171	1202	1235	1274	1307	
		HR	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	
F	56	YR	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	56
		MO	1061	1089	1115	1141	1171	1202	1235	1274	1307	1343	
		HR	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	
F	57	YR	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	57
		MO	1089	1115	1141	1171	1202	1235	1274	1307	1343	1382	
		HR	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	
F	58	YR	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	58
		MO	1115	1141	1171	1202	1235	1274	1307	1343	1382	1423	
		HR	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	
F	59	YR	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	17,560	59
		MO	1141	1171	1202	1235	1274	1307	1343	1382	1423	1463	
		HR	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	8.41	
F	60	YR	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	17,560	18,061	60
		MO	1171	1202	1235	1274	1307	1343	1382	1423	1463	1505	
		HR	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	8.41	8.65	
F	61	YR	14,428	14,825	15,284	15,681	16,119	16,579	17,080	17,560	18,061	18,625	61
		MO	1202	1235	1274	1307	1343	1382	1423	1463	1505	1552	
		HR	6.91	7.10	7.32	7.51	7.72	7.94	8.18	8.41	8.65	8.92	
F	62	YR	14,825	15,284	15,681	16,119	16,579	17,080	17,560	18,061	18,625	19,189	62
		MO											

Step
Comp Code
YR - Yearly Salary Rate
MO - Monthly Salary Rate
HR - Hourly Salary Rate

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step	Series	Range	01	02	03	04	05	06	07	08	09	10	
F	66	YR	16,579	17,080	17,560	18,061	18,625	19,189	19,752	20,316	20,880	21,444	66
		MO	1382	1423	1463	1505	1552	1599	1646	1693	1740	1787	
		HR	7.94	8.18	8.41	8.65	8.92	9.19	9.46	9.73	10.00	10.27	
F	67	YR	17,080	17,560	18,061	18,625	19,189	19,752	20,316	20,880	21,444	22,070	67
		MO	1423	1463	1505	1552	1599	1646	1693	1740	1787	1839	
		HR	8.18	8.41	8.65	8.92	9.19	9.46	9.73	10.00	10.27	10.57	
F	68	YR	17,560	18,061	18,625	19,189	19,752	20,316	20,880	21,444	22,070	22,697	68
		MO	1463	1505	1552	1599	1646	1693	1740	1787	1839	1891	
		HR	8.41	8.65	8.92	9.19	9.46	9.73	10.00	10.27	10.57	10.87	
F	69	YR	18,061	18,625	19,189	19,752	20,316	20,880	21,444	22,070	22,697	23,323	69
		MO	1505	1552	1599	1646	1693	1740	1787	1839	1891	1944	
		HR	8.65	8.92	9.19	9.46	9.73	10.00	10.27	10.57	10.87	11.17	
F	70	YR	18,625	19,189	19,752	20,316	20,880	21,444	22,070	22,697	23,323	23,949	70
		MO	1552	1599	1646	1693	1740	1787	1839	1891	1944	1996	
		HR	8.92	9.19	9.46	9.73	10.00	10.27	10.57	10.87	11.17	11.47	
F	71	YR	19,189	19,752	20,316	20,880	21,444	22,070	22,697	23,323	23,949	24,597	71
		MO	1599	1646	1693	1740	1787	1839	1891	1944	1996	2050	
		HR	9.19	9.46	9.73	10.00	10.27	10.57	10.87	11.17	11.47	11.78	
F	72	YR	19,752	20,316	20,880	21,444	22,070	22,697	23,323	23,949	24,597	25,223	72
		MO	1646	1693	1740	1787	1839	1891	1944	1996	2050	2102	
		HR	9.46	9.73	10.00	10.27	10.57	10.87	11.17	11.47	11.78	12.08	
F	73	YR	20,316	20,880	21,444	22,070	22,697	23,323	23,949	24,597	25,223	25,849	73
		MO	1693	1740	1787	1839	1891	1944	1996	2050	2102	2154	
		HR	9.73	10.00	10.27	10.57	10.87	11.17	11.47	11.78	12.08	12.38	
F	74	YR	20,880	21,444	22,070	22,697	23,323	23,949	24,597	25,223	25,849	26,476	74
		MO	1740	1787	1839	1891	1944	1996	2050	2102	2154	2206	
		HR	10.00	10.27	10.57	10.87	11.17	11.47	11.78	12.08	12.38	12.68	
F	75	YR	21,444	22,070	22,697	23,323	23,949	24,597	25,223	25,849	26,476	27,102	75
		MO	1787	1839	1891	1944	1996	2050	2102	2154	2206	2259	
		HR	10.27	10.57	10.87	11.17	11.47	11.78	12.08	12.38	12.68	12.98	
F	76	YR	22,070	22,697	23,323	23,949	24,597	25,223	25,849	26,476	27,102	27,729	76
		MO	1839	1891	1944	1996	2050	2102	2154	2206	2259	2311	
		HR	10.57	10.87	11.17	11.47	11.78	12.08	12.38	12.68	12.98	13.28	
F	77	YR	22,697	23,323	23,949	24,597	25,223	25,849	26,476	27,102	27,729	28,355	77
		MO	1891	1944	1996	2050	2102	2154	2206	2259	2311	2363	
		HR	10.87	11.17	11.47	11.78	12.08	12.38	12.68	12.98	13.28	13.58	

Step  
 Comp Code  
 YR - Yearly Salary Rate  
 MO - Monthly Salary Rate  
 HR - Hourly Salary Rate

APPENDIX H      New 11/16/81  
Salary Grid  
Confidential Employees - Professional Supervisory  
Effective July 14, 1982

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	01	YR	15,096	15,639	16,224	16,808	17,372	17,915	18,521	19,147	19,794	20,462	01
		MO	1258	1303	1352	1401	1448	1493	1543	1596	1650	1705	
		HR	7.23	7.49	7.77	8.05	8.32	8.58	8.87	9.17	9.48	9.80	
J	02	YR	15,639	16,224	16,808	17,372	17,915	18,521	19,147	19,794	20,462	21,193	02
		MO	1303	1352	1401	1448	1493	1543	1596	1650	1705	1766	
		HR	7.49	7.77	8.05	8.32	8.58	8.87	9.17	9.48	9.80	10.15	
J	03	YR	16,224	16,808	17,372	17,915	18,521	19,147	19,794	20,462	21,193	21,903	03
		MO	1352	1401	1448	1493	1543	1596	1650	1705	1766	1825	
		HR	7.77	8.05	8.32	8.58	8.87	9.17	9.48	9.80	10.15	10.49	
J	04	YR	16,808	17,372	17,915	18,521	19,147	19,794	20,462	21,193	21,903	22,697	04
		MO	1401	1448	1493	1543	1596	1650	1705	1766	1825	1891	
		HR	8.05	8.32	8.58	8.87	9.17	9.48	9.80	10.15	10.49	10.87	
J	05	YR	17,372	17,915	18,521	19,147	19,794	20,462	21,193	21,903	22,697	23,490	05
		MO	1448	1493	1543	1596	1650	1705	1766	1825	1891	1958	
		HR	8.32	8.58	8.87	9.17	9.48	9.80	10.15	10.49	10.87	11.25	
J	06	YR	17,915	18,521	19,147	19,794	20,462	21,193	21,903	22,697	23,490	24,325	06
		MO	1493	1543	1596	1650	1705	1766	1825	1891	1958	2027	
		HR	8.58	8.87	9.17	9.48	9.80	10.15	10.49	10.87	11.25	11.65	
J	07	YR	18,521	19,147	19,794	20,462	21,193	21,903	22,697	23,490	24,325	25,244	07
		MO	1543	1596	1650	1705	1766	1825	1891	1958	2027	2104	
		HR	8.87	9.17	9.48	9.80	10.15	10.49	10.87	11.25	11.65	12.09	
J	08	YR	19,147	19,794	20,462	21,193	21,903	22,697	23,490	24,325	25,244	26,142	08
		MO	1596	1650	1705	1766	1825	1891	1958	2027	2104	2178	
		HR	9.17	9.48	9.80	10.15	10.49	10.87	11.25	11.65	12.09	12.52	
J	09	YR	19,794	20,462	21,193	21,903	22,697	23,490	24,325	25,244	26,142	27,081	09
		MO	1650	1705	1766	1825	1891	1958	2027	2104	2178	2257	
		HR	9.48	9.80	10.15	10.49	10.87	11.25	11.65	12.09	12.52	12.97	
J	10	YR	20,462	21,193	21,903	22,697	23,490	24,325	25,244	26,142	27,081	28,063	10
		MO	1705	1766	1825	1891	1958	2027	2104	2178	2257	2339	
		HR	9.80	10.15	10.49	10.87	11.25	11.65	12.09	12.52	12.97	13.44	
J	11	YR	21,193	21,903	22,697	23,490	24,325	25,244	26,142	27,081	28,063	29,086	11
		MO	1766	1825	1891	1958	2027	2104	2178	2257	2339	2424	
		HR	10.15	10.49	10.87	11.25	11.65	12.09	12.52	12.97	13.44	13.93	
J	12	YR	21,903	22,697	23,490	24,325	25,244	26,142	27,081	28,063	29,086	30,130	12
		MO	1825	1891	1958	2027	2104	2178	2257	2339	2424	2511	
		HR	10.49	10.87	11.25	11.65	12.09	12.52	12.97	13.44	13.93	14.43	
J	13	YR	22,697	23,490	24,325	25,244	26,142	27,081	28,063	29,086	30,130	31,236	13
		MO	1891	1958	2027	2104	2178	2257	2339	2424	2511	2603	
		HR	10.87	11.25	11.65	12.09	12.52	12.97	13.44	13.93	14.43	14.96	
J	14	YR	23,490	24,325	25,244	26,142	27,081	28,063	29,086	30,130	31,236	32,364	14
		MO	1958	2027	2104	2178	2257	2339	2424	2511	2603	2697	
		HR	11.25	11.65	12.09	12.52	12.97	13.44	13.93	14.43	14.96	15.50	
J	15	YR	24,325	25,244	26,142	27,081	28,063	29,086	30,130	31,236	32,364	33,617	15
		MO	2027	2104	2178	2257	2339	2424	2511	2603	2697	2801	
		HR	11.65	12.09	12.52	12.97	13.44	13.93	14.43	14.96	15.50	16.10	
J	16	YR	25,244	26,142	27,081	28,063	29,086	30,130	31,236	32,364	33,617	34,849	16
		MO	2104	2178	2257	2339	2424	2511	2603	2697	2801	2904	
		HR	12.09	12.52	12.97	13.44	13.93	14.43	14.96	15.50	16.10	16.69	
J	17	YR	26,142	27,081	28,063	29,086	30,130	31,236	32,364	33,617	34,849	36,143	17
		MO	2178	2257	2339	2424	2511	2603	2697	2801	2904	3012	
		HR	12.52	12.97	13.44	13.93	14.43	14.96	15.50	16.10	16.69	17.31	
J	18	YR	27,081	28,063	29,086	30,130	31,236	32,364	33,617	34,849	36,143	37,521	18
		MO	2257	2339	2424	2511	2603	2697	2801	2904	3012	3127	
		HR	12.97	13.44	13.93	14.43	14.96	15.50	16.10	16.69	17.31	17.97	
J	19	YR	28,063	29,086	30,130	31,236	32,364	33,617	34,849	36,143	37,521	38,837	19
		MO	2339	2424	2511	2603	2697	2801	2904	3012	3127	3236	
		HR	13.44	13.93	14.43	14.96	15.50	16.10	16.69	17.31	17.97	18.60	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												
J	20	YR	29,086	30,130	31,236	32,364	33,617	34,849	36,143	37,521	38,837	40,194	20
		MO	2424	2511	2603	2697	2801	2904	3012	3127	3236	3350	
		HR	13.93	14.43	14.96	15.50	16.10	16.69	17.31	17.97	18.60	19.25	
J	21	YR	30,130	31,236	32,364	33,617	34,849	36,143	37,521	38,837	40,194	41,656	21
		MO	2511	2603	2697	2801	2904	3012	3127	3236	3350	3471	
		HR	14.43	14.96	15.50	16.10	16.69	17.31	17.97	18.60	19.25	19.95	
J	22	YR	31,236	32,364	33,617	34,849	36,143	37,521	38,837	40,194	41,656	43,159	22
		MO	2603	2697	2801	2904	3012	3127	3236	3350	3471	3597	
		HR	14.96	15.50	16.10	16.69	17.31	17.97	18.60	19.25	19.95	20.67	
J	23	YR	32,364	33,617	34,849	36,143	37,521	38,837	40,194	41,656	43,159	44,704	23
		MO	2697	2801	2904	3012	3127	3236	3350	3471	3597	3725	
		HR	15.50	16.10	16.69	17.31	17.97	18.60	19.25	19.95	20.67	21.41	
J	24	YR	33,617	34,849	36,143	37,521	38,837	40,194	41,656	43,159	44,704	46,291	24
		MO	2801	2904	3012	3127	3236	3350	3471	3597	3725	3858	
		HR	16.10	16.69	17.31	17.97	18.60	19.25	19.95	20.67	21.41	22.17	
Step			01	02	03	04	05	06	07	08	09	10	
Comp Code			A	B	C	D	E	F	G	H	I	J	
YR - Yearly Salary Rate													
MO - Monthly Salary Rate													
HR - Hourly Salary Rate													

Salary Grid

Confidential Employees - Clerical, Technical and Related Supervisory  
Effective July 14, 1982

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												
J	42	YR	8,895	9,203	9,542	9,834	10,140	10,544	10,858	11,150	11,463	11,735	42
		MO	741	767	795	820	846	879	905	929	955	978	
		HR	4.26	4.41	4.57	4.71	4.86	5.05	5.20	5.34	5.49	5.62	
J	43	YR	9,208	9,542	9,834	10,148	10,544	10,858	11,150	11,463	11,735	12,048	43
		MO	767	795	820	846	879	905	929	955	978	1004	
		HR	4.41	4.57	4.71	4.86	5.05	5.20	5.34	5.49	5.62	5.77	
J	44	YR	9,542	9,834	10,148	10,544	10,858	11,150	11,463	11,735	12,048	12,319	44
		MO	795	820	846	879	905	929	955	978	1004	1027	
		HR	4.57	4.71	4.86	5.05	5.20	5.34	5.49	5.62	5.77	5.90	
J	45	YR	9,834	10,148	10,544	10,858	11,150	11,463	11,735	12,048	12,319	12,716	45
		MO	820	846	879	905	929	955	978	1004	1027	1060	
		HR	4.71	4.86	5.05	5.20	5.34	5.49	5.62	5.77	5.90	6.09	
J	46	YR	10,148	10,544	10,858	11,150	11,463	11,735	12,048	12,319	12,716	13,071	46
		MO	846	879	905	929	955	978	1004	1027	1060	1089	
		HR	4.86	5.05	5.20	5.34	5.49	5.62	5.77	5.90	6.09	6.26	
J	47	YR	10,544	10,858	11,150	11,463	11,735	12,048	12,319	12,716	13,071	13,426	47
		MO	879	905	929	955	978	1004	1027	1060	1089	1119	
		HR	5.05	5.20	5.34	5.49	5.62	5.77	5.90	6.09	6.26	6.43	
J	48	YR	10,858	11,150	11,463	11,735	12,048	12,319	12,716	13,071	13,426	13,760	48
		MO	905	929	955	978	1004	1027	1060	1089	1119	1147	
		HR	5.20	5.34	5.49	5.62	5.77	5.90	6.09	6.26	6.43	6.59	
J	49	YR	11,150	11,463	11,735	12,048	12,319	12,653	13,071	13,426	13,760	14,115	49
		MO	929	955	978	1004	1027	1054	1089	1119	1147	1176	
		HR	5.34	5.49	5.62	5.77	5.90	6.06	6.26	6.43	6.59	6.76	
J	50	YR	11,463	11,735	12,048	12,319	12,653	13,029	13,405	13,760	14,115	14,491	50
		MO	955	978	1004	1027	1054	1086	1117	1147	1176	1208	
		HR	5.49	5.62	5.77	5.90	6.06	6.24	6.42	6.59	6.76	6.94	
J	51	YR	11,735	12,048	12,319	12,653	13,029	13,405	13,760	14,115	14,491	14,908	51
		MO	978	1004	1027	1054	1086	1117	1147	1176	1208	1242	
		HR	5.62	5.77	5.90	6.06	6.24	6.42	6.59	6.76	6.94	7.14	
J	52	YR	12,048	12,319	12,653	13,029	13,405	13,760	14,115	14,491	14,908	15,347	52
		MO	1004	1027	1054	1086	1117	1147	1176	1208	1242	1279	
		HR	5.77	5.90	6.06	6.24	6.42	6.59	6.76	6.94	7.14	7.35	
J	53	YR	12,319	12,653	13,029	13,405	13,760	14,115	14,491	14,908	15,347	15,785	53
		MO	1027	1054	1086	1117	1147	1176	1208	1242	1279	1315	
		HR	5.90	6.06	6.24	6.42	6.59	6.76	6.94	7.14	7.35	7.56	
J	54	YR	12,653	13,029	13,405	13,760	14,115	14,491	14,908	15,347	15,785	16,266	54
		MO	1054	1086	1117	1147	1176	1208	1242	1279	1315	1355	
		HR	6.06	6.24	6.42	6.59	6.76	6.94	7.14	7.35	7.56	7.79	
J	55	YR	13,029	13,405	13,760	14,115	14,491	14,908	15,347	15,785	16,266	16,683	55
		MO	1086	1117	1147	1176	1208	1242	1279	1315	1355	1390	
		HR	6.24	6.42	6.59	6.76	6.94	7.14	7.35	7.56	7.79	7.99	
J	56	YR	13,405	13,760	14,115	14,491	14,908	15,347	15,785	16,266	16,683	17,142	56
		MO	1117	1147	1176	1208	1242	1279	1315	1355	1390	1429	
		HR	6.42	6.59	6.76	6.94	7.14	7.35	7.56	7.79	7.99	8.21	
J	57	YR	13,760	14,115	14,491	14,908	15,347	15,785	16,266	16,683	17,142	17,664	57
		MO	1147	1176	1208	1242	1279	1315	1355	1390	1429	1472	
		HR	6.59	6.76	6.94	7.14	7.35	7.56	7.79	7.99	8.21	8.46	
J	58	YR	14,115	14,491	14,908	15,347	15,785	16,266	16,683	17,142	17,664	18,228	58
		MO	1176	1208	1242	1279	1315	1355	1390	1429	1472	1519	
		HR	6.76	6.94	7.14	7.35	7.56	7.79	7.99	8.21	8.46	8.73	
J	59	YR	14,491	14,908	15,347	15,785	16,266	16,683	17,142	17,664	18,228	18,729	59
		MO	1208	1242	1279	1315	1355	1390	1429	1472	1519	1561	
		HR	6.94	7.14	7.35	7.56	7.79	7.99	8.21	8.46	8.73	8.97	
J	60	YR	14,908	15,347	15,785	16,266	16,683	17,142	17,664	18,228	18,729	19,251	60
		MO	1242	1279	1315	1355	1390	1429	1472	1519	1561	1604	
		HR	7.14	7.35	7.56	7.79	7.99	8.21	8.46	8.73	8.97	9.22	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	61	YR	15,347	15,785	16,266	16,683	17,142	17,664	18,228	18,729	19,251	19,857	61
		MO	1279	1315	1355	1390	1429	1472	1519	1561	1604	1655	
		HR	7.35	7.56	7.79	7.99	8.21	8.46	8.73	8.97	9.22	9.51	
J	62	YR	15,785	16,266	16,683	17,142	17,664	18,228	18,729	19,251	19,857	20,462	62
		MO	1315	1355	1390	1429	1472	1519	1561	1604	1655	1705	
		HR	7.56	7.79	7.99	8.21	8.46	8.73	8.97	9.22	9.51	9.80	
J	63	YR	16,266	16,683	17,142	17,664	18,228	18,729	19,251	19,857	20,462	21,047	63
		MO	1355	1390	1429	1472	1519	1561	1604	1655	1705	1754	
		HR	7.79	7.99	8.21	8.46	8.73	8.97	9.22	9.51	9.80	10.08	
J	64	YR	16,683	17,142	17,664	18,228	18,729	19,251	19,857	20,462	21,047	21,673	64
		MO	1390	1429	1472	1519	1561	1604	1655	1705	1754	1806	
		HR	7.99	8.21	8.46	8.73	8.97	9.22	9.51	9.80	10.08	10.38	
J	65	YR	17,142	17,664	18,228	18,729	19,251	19,857	20,462	21,047	21,673	22,279	65
		MO	1429	1472	1519	1561	1604	1655	1705	1754	1806	1857	
		HR	8.21	8.46	8.73	8.97	9.22	9.51	9.80	10.08	10.38	10.67	
J	66	YR	17,664	18,228	18,729	19,251	19,857	20,462	21,047	21,673	22,279	22,884	66
		MO	1472	1519	1561	1604	1655	1705	1754	1806	1857	1907	
		HR	8.46	8.73	8.97	9.22	9.51	9.80	10.08	10.38	10.67	10.96	
J	67	YR	18,228	18,729	19,251	19,857	20,462	21,047	21,673	22,279	22,884	23,574	67
		MO	1519	1561	1604	1655	1705	1754	1806	1857	1907	1964	
		HR	8.73	8.97	9.22	9.51	9.80	10.08	10.38	10.67	10.96	11.29	
J	68	YR	18,729	19,251	19,857	20,462	21,047	21,673	22,279	22,884	23,574	24,242	68
		MO	1561	1604	1655	1705	1754	1806	1857	1907	1964	2020	
		HR	8.97	9.22	9.51	9.80	10.08	10.38	10.67	10.96	11.29	11.61	
J	69	YR	19,251	19,857	20,462	21,047	21,673	22,279	22,884	23,574	24,242	24,910	69
		MO	1604	1655	1705	1754	1806	1857	1907	1964	2020	2076	
		HR	9.22	9.51	9.80	10.08	10.38	10.67	10.96	11.29	11.61	11.93	

Step		01	02	03	04	05	06	07	08	09	10
Comp Code		A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate											
MO - Monthly Salary Rate											
HR - Hourly Salary Rate											

## Salary Grid

## Confidential Employees - All Supervisory Classes

Effective January 12, 1983

Comp Code		A	B	C	D	E	F	G	H	I	J	
Step		01	02	03	04	05	06	07	08	09	10	
Series	Range											
J	1	14,031 1,169 6.72	14,386 1,199 6.89	14,741 1,228 7.06	15,117 1,260 7.24	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37		Annual Monthly Hourly
J	2	14,386 1,199 6.89	14,741 1,228 7.06	15,117 1,260 7.24	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	17,915 1,493 8.58		Annual Monthly Hourly
J	3	14,741 1,228 7.06	15,117 1,260 7.24	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	17,915 1,493 8.58	18,749 1,540 8.85		Annual Monthly Hourly
J	4	15,117 1,260 7.24	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	17,957 1,496 8.60	18,479 1,540 8.85	19,043 1,587 9.12		Annual Monthly Hourly
J	5	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	17,999 1,500 8.62	18,521 1,543 8.87	19,043 1,587 9.12	19,627 1,636 9.40		Annual Monthly Hourly
J	6	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	18,040 1,503 8.64	18,562 1,541 8.89	19,168 1,597 9.18	19,627 1,636 9.40	20,025 1,688 9.70		Annual Monthly Hourly
J	7	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	18,061 1,505 8.65	18,604 1,550 8.91	19,251 1,604 9.22	19,836 1,653 9.50	20,025 1,688 9.70	20,880 1,740 10.00		Annual Monthly Hourly
J	8	16,913 1,409 8.10	17,477 1,456 8.37	18,061 1,505 8.65	18,646 1,554 8.93	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	Annual Monthly Hourly
J	9	17,447 1,456 8.37	18,061 1,505 8.65	18,646 1,554 8.93	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	Annual Monthly Hourly
J	10	18,061 1,505 8.65	18,646 1,554 8.93	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	Annual Monthly Hourly
J	11	18,646 1,554 8.93	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	Annual Monthly Hourly
J	12	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	Annual Monthly Hourly
J	13	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	Annual Monthly Hourly
J	14	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	Annual Monthly Hourly
J	15	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	Annual Monthly Hourly
J	16	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	Annual Monthly Hourly
J	17	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	Annual Monthly Hourly
J	18	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	Annual Monthly Hourly
J	19	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	Annual Monthly Hourly
J	20	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	Annual Monthly Hourly
J	21	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	Annual Monthly Hourly

Comp Code		A	B	C	D	E	F	G	H	I	J	
Step		01	02	03	04	05	06	07	08	09	10	
Series	Range											
J	22	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	Annual Monthly Hourly
J	23	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	Annual Monthly Hourly
J	24	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	Annual Monthly Hourly
J	25	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	Annual Monthly Hourly
J	26	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	44,705 3,725 21.41	Annual Monthly Hourly
J	27	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	44,705 3,725 21.41	46,312 3,859 22.18	Annual Monthly Hourly
J	28	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	44,705 3,725 21.41	46,312 3,859 22.18	47,982 3,999 22.98	Annual Monthly Hourly
J	29	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	44,705 3,725 21.41	46,312 3,859 22.18	47,982 3,999 22.98		Annual Monthly Hourly



Severed ClassesHighway Patrol Supervisors

Highway Patrol Captains and Majors shall have salary ranges consisting of minimum and maximum rates of pay as provided below, effective July 1, 1981.

	Comp. Code		Minimum	Maximum
Highway Patrol Major	06P	YR	\$30,902	\$35,183
		MO	2575	2932
		HR	14.80	16.85
Highway Patrol Captain	05P	YR	\$27,060	\$31,926
		MO	2255	2660
		HR	12.96	15.29

The above salary ranges shall be increased by 6% on June 30, 1982, and by 3% on December 30, 1982. Highway Patrol Captains and Majors shall receive the same market adjustments and shall be eligible for performance-based salary increases in the same manner as the supervisory professional employees covered by this Plan. However, Captains and Majors are not eligible to receive any shift differentials.

Attorneys

Attorney classes severed under provisions of M.S. 179.741, subdivision 2 shall have salary ranges consisting of minimum and maximum rates of pay as provided below, effective July 1, 1981.

	Comp. Code		Minimum	Maximum
Attorney 1	14I	YR	\$21,861	\$29,065
		MO	1822	2422
		HR	10.47	13.92
Attorney 2	16I	YR	\$23,469	\$31,279
		MO	1956	2607
		HR	11.24	14.98
Attorney 3	20I	YR	\$27,060	\$36,122
		MO	2255	3010
		HR	12.96	17.30
<u>Attorney 1 (HOA)</u>	<u>14I</u>	<u>YR</u>	<u>\$21,861</u>	<u>\$29,065</u>
		<u>MO</u>	<u>1822</u>	<u>2422</u>
		<u>HR</u>	<u>10.47</u>	<u>13.92</u>
<u>Attorney 2 (HOA)</u>	<u>16I</u>	<u>YR</u>	<u>\$23,469</u>	<u>\$31,279</u>
		<u>MO</u>	<u>1956</u>	<u>2607</u>
		<u>HR</u>	<u>11.24</u>	<u>14.98</u>
<u>Attorney 3 (HOA)</u>	<u>20I</u>	<u>YR</u>	<u>\$27,060</u>	<u>\$36,122</u>
		<u>MO</u>	<u>2255</u>	<u>3010</u>
		<u>HR</u>	<u>12.96</u>	<u>17.30</u>

	Comp. Code		Minimum	Maximum
Compensation Attorney	16I	YR	\$23,469	\$31,279
		MO	1956	2607
		HR	11.24	14.98
Compensation Attorney Principal	20I	YR	\$27,060	\$36,122
		MO	2255	3010
		HR	12.96	17.30

The above salary ranges shall be increased by 6% on June 30, 1982 and by 3% on December 30, 1982. Attorneys in the above classes shall receive the same market adjustments and shall be eligible for performance-based salary increases in the same manner as the professional employees covered by this plan. Refer also to Appendix N listing equity adjustments for those classes reassigned from lower ranges to ranges shown above (Attorney 1, 2 and 3, Compensation Attorney and Compensation Attorney, Principal).

## Salary Grid

Confidential Employees - Clerical, Technical and Related  
Effective July 1, 1981

Salary ranges consist of minimum and maximum rates only. Columns B thru J merely indicate possible salary range maximums.

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
C	42	YR	8,895	9,145	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	42
		MO	741	762	785	807	830	858	880	901	924	943	
		HR	4.26	4.38	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	
C	43	YR	9,145	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	43
		MO	762	785	807	830	858	880	901	924	943	966	
		HR	4.38	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	
C	44	YR	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	44
		MO	785	807	830	858	880	901	924	943	966	987	
		HR	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	
C	45	YR	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	45
		MO	807	830	858	880	901	924	943	966	987	1014	
		HR	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	
C	46	YR	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	46
		MO	830	858	880	901	924	943	966	987	1014	1039	
		HR	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	
C	47	YR	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	12,758	47
		MO	858	880	901	924	943	966	987	1014	1039	1063	
		HR	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	6.11	
C	48	YR	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	12,758	13,071	48
		MO	880	901	924	943	966	987	1014	1039	1063	1089	
		HR	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	6.11	6.26	
C	49	YR	10,816	11,087	11,317	11,588	11,839	12,110	12,465	12,758	13,071	13,384	49
		MO	901	924	943	966	987	1009	1039	1063	1089	1115	
		HR	5.18	5.31	5.42	5.55	5.67	5.80	5.97	6.11	6.26	6.41	
C	50	YR	11,087	11,317	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	50
		MO	924	943	966	987	1009	1035	1061	1089	1115	1141	
		HR	5.31	5.42	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	
C	51	YR	11,317	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	51
		MO	943	966	987	1009	1035	1061	1089	1115	1141	1171	
		HR	5.42	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	
C	52	YR	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	52
		MO	966	987	1009	1035	1061	1089	1115	1141	1171	1202	
		HR	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	
C	53	YR	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,826	53
		MO	987	1009	1035	1061	1089	1115	1141	1171	1202	1235	
		HR	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	
C	54	YR	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	54
		MO	1009	1035	1061	1089	1115	1141	1171	1202	1235	1274	
		HR	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	
C	55	YR	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	55
		MO	1035	1061	1089	1115	1141	1171	1202	1235	1274	1307	
		HR	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	
C	56	YR	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	56
		MO	1061	1089	1115	1141	1171	1202	1235	1274	1307	1343	
		HR	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	
C	57	YR	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	57
		MO	1089	1115	1141	1171	1202	1235	1274	1307	1343	1382	
		HR	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	
C	58	YR	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,050	58
		MO	1115	1141	1171	1202	1235	1274	1307	1343	1382	1423	
		HR	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	
C	59	YR	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	17,560	59
		MO	1141	1171	1202	1235	1274	1307	1343	1382	1423	1463	
		HR	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	8.41	

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step	Range		01	02	03	04	05	06	07	08	09	10	
C	60	YR	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	17,560	18,061	60
		MO	1171	1202	1235	1274	1307	1343	1382	1423	1463	1505	
		HR	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	8.41	8.65	
C	61	YR	14,428	14,825	15,284	15,681	16,119	16,579	17,080	17,560	18,061	18,625	61
		MO	1202	1235	1274	1307	1343	1382	1423	1463	1505	1552	
		HR	6.91	7.10	7.32	7.51	7.72	7.94	8.18	8.41	8.65	8.92	
C	62	YR	14,825	15,284	15,681	16,119	16,579	17,080	17,560	18,061	18,625	19,189	62
		MO	1235	1274	1307	1343	1382	1423	1463	1505	1552	1599	
		HR	7.10	7.32	7.51	7.72	7.94	8.18	8.41	8.65	8.92	9.19	
C	63	YR	15,284	15,681	16,119	16,579	17,080	17,560	18,061	18,625	19,189	19,752	63
		MO	1274	1307	1343	1382	1423	1463	1505	1552	1599	1646	
		HR	7.32	7.51	7.72	7.94	8.18	8.41	8.65	8.92	9.19	9.46	
C	64	YR	15,681	16,119	16,579	17,080	17,560	18,061	18,625	19,189	19,752	20,316	64
		MO	1307	1343	1382	1423	1463	1505	1552	1599	1646	1693	
		HR	7.51	7.72	7.94	8.18	8.41	8.65	8.92	9.19	9.46	9.73	
C	65	YR	16,119	16,579	17,080	17,560	18,061	18,625	19,189	19,752	20,316	20,880	65
		MO	1343	1382	1423	1463	1505	1552	1599	1646	1693	1740	
		HR	7.72	7.94	8.18	8.41	8.65	8.92	9.19	9.46	9.73	10.00	
C	66	YR	16,579	17,080	17,560	18,061	18,625	19,189	19,752	20,316	20,880	21,444	66
		MO	1382	1423	1463	1505	1552	1599	1646	1693	1740	1787	
		HR	7.94	8.18	8.41	8.65	8.92	9.19	9.46	9.73	10.00	10.27	
C	67	YR	17,080	17,560	18,061	18,625	19,189	19,752	20,316	20,880	21,444	22,070	67
		MO	1423	1463	1505	1552	1599	1646	1693	1740	1787	1839	
		HR	8.18	8.41	8.65	8.92	9.19	9.46	9.73	10.00	10.27	10.57	
C	68	YR	17,560	18,061	18,625	19,189	19,752	20,316	20,880	21,444	22,070	22,697	68
		MO	1463	1505	1552	1599	1646	1693	1740	1787	1839	1891	
		HR	8.41	8.65	8.92	9.19	9.46	9.73	10.00	10.27	10.57	10.87	
C	69	YR	18,061	18,625	19,189	19,752	20,316	20,880	21,444	22,070	22,697	23,323	69
		MO	1505	1552	1599	1646	1693	1740	1787	1839	1891	1944	
		HR	8.65	8.92	9.19	9.46	9.73	10.00	10.27	10.57	10.87	11.17	
C	70	YR	18,625	19,189	19,752	20,316	20,880	21,444	22,070	22,697	23,323	23,949	70
		MO	1552	1599	1646	1693	1740	1787	1839	1891	1944	1996	
		HR	8.92	9.19	9.46	9.73	10.00	10.27	10.57	10.87	11.17	11.47	
C	71	YR	19,189	19,752	20,316	20,880	21,444	22,070	22,697	23,323	23,949	24,597	71
		MO	1599	1646	1693	1740	1787	1839	1891	1944	1996	2050	
		HR	9.19	9.46	9.73	10.00	10.27	10.57	10.87	11.17	11.47	11.78	
C	72	YR	19,752	20,316	20,880	21,444	22,070	22,697	23,323	23,949	24,597	25,223	72
		MO	1646	1693	1740	1787	1839	1891	1944	1996	2050	2102	
		HR	9.46	9.73	10.00	10.27	10.57	10.87	11.17	11.47	11.78	12.08	
C	73	YR	20,316	20,880	21,444	22,070	22,697	23,323	23,949	24,597	25,223	25,849	73
		MO	1693	1740	1787	1839	1891	1944	1996	2050	2102	2154	
		HR	9.73	10.00	10.27	10.57	10.87	11.17	11.47	11.78	12.08	12.38	
C	74	YR	20,880	21,444	22,070	22,697	23,323	23,949	24,597	25,223	25,849	26,476	74
		MO	1740	1787	1839	1891	1944	1996	2050	2102	2154	2206	
		HR	10.00	10.27	10.57	10.87	11.17	11.47	11.78	12.08	12.38	12.68	
C	75	YR	21,444	22,070	22,697	23,323	23,949	24,597	25,223	25,849	26,476	27,102	75
		MO	1787	1839	1891	1944	1996	2050	2102	2154	2206	2259	
		HR	10.27	10.57	10.87	11.17	11.47	11.78	12.08	12.38	12.68	12.98	
C	76	YR	22,070	22,697	23,323	23,949	24,597	25,223	25,849	26,476	27,102	27,729	76
		MO	1839	1891	1944	1996	2050	2102	2154	2206	2259	2311	
		HR	10.57	10.87	11.17	11.47	11.78	12.08	12.38	12.68	12.98	13.28	
C	77	YR	22,697	23,323	23,949	24,597	25,223	25,849	26,476	27,102	27,729	28,355	77
		MO	1891	1944	1996	2050	2102	2154	2206	2259	2311	2363	
		HR	10.87	11.17	11.47	11.78	12.08	12.38	12.68	12.98	13.28	13.58	

Step  
 Comp Code  
 YR - Yearly Salary Rate  
 MO - Monthly Salary Rate  
 HR - Hourly Salary Rate

APPENDIX M  
Salary Grid

New 11/16/81

Confidential Employees - Maintenance, Trades and Related  
Effective July 1, 1981

Comp Code		Orientation		Base	
Step			01	02	
Series	Range	YR			Range
B	77	MO	14,219	14,532	77
		HR	1185	1211	
			6.81	6.96	
B	78	YR	14,532	14,783	78
		MO	1211	1232	
		HR	6.96	7.08	
B	79	YR	14,783	15,075	79
		MO	1232	1256	
		HR	7.08	7.22	
B	80	YR	15,075	15,389	80
		MO	1256	1282	
		HR	7.22	7.37	
B	81	YR	15,389	15,827	81
		MO	1282	1319	
		HR	7.37	7.58	
B	82	YR	15,827	16,286	82
		MO	1319	1357	
		HR	7.58	7.80	
B	83	YR	16,286	16,746	83
		MO	1357	1395	
		HR	7.80	8.02	
B	84	YR	16,746	17,247	84
		MO	1395	1437	
		HR	8.02	8.26	
B	85	YR	17,247	17,748	85
		MO	1437	1479	
		HR	8.26	8.50	
B	86	YR	17,748	18,249	86
		MO	1479	1521	
		HR	8.50	8.74	
B	87	YR	18,249	18,771	87
		MO	1521	1564	
		HR	8.74	8.99	
B	88	YR	18,771	19,335	88
		MO	1564	1611	
		HR	8.99	9.26	
B	89	YR	19,335	19,899	89
		MO	1611	1658	
		HR	9.26	9.53	
B	90	YR	19,899	20,483	90
		MO	1658	1707	
		HR	9.53	9.81	
B	91	YR	20,483	21,089	91
		MO	1707	1757	
		HR	9.81	10.10	
B	92	YR	21,089	21,715	92
		MO	1757	1810	
		HR	10.10	10.40	
B	93	YR	21,715	22,362	93
		MO	1810	1864	
		HR	10.40	10.71	
B	94	YR	22,362	23,031	94
		MO	1864	1919	
		HR	10.71	11.03	
B	95	YR	23,031	23,741	95
		MO	1919	1970	
		HR	11.03	11.37	

APPENDIX N    New 11/16/81

Commissioner's Plan  
Compensation Adjustments Effective July 1, 1981

Implementation of the Commissioner's Plan will result in a number of compensation changes, such as compensation codes, range maximums, etc. These changes are specified below. All other classes covered by the Plan will be paid as indicated on the salary grids in Appendices E and F according to their present compensation codes. Alphabetic salary plans listing all classes covered by the Plan will be distributed as soon as they can be printed.

- I. The following clerical classes will receive a one range equity adjustment.

<u>Class</u>	<u>Comp. Series</u>	<u>New Comp. Code</u>	<u>Occupational Group</u>
Word Processing Operator 2	C	54H	Office
Word Processing Operator 3	C	57H	Office
Executive 1	C	61H	Office

- II. The ranges for the following technical classes shall be extended the equivalent of an additional step beyond their previous maximums.

Accounting Technician	C	61H	Technical
Accounting Technician, Sr.	C	63H	Technical
Personnel Aide	C	57I	Technical
Personnel Aide, Sr.	C	59I	Technical
Hearings Reporter	C	71F	Technical
Hearings Reporter, Sr.	C	73J	Technical
Library Technician	C	57I	Technical
Student Worker Para-Professional	C	53E	Technical
Student Worker Para-Prof., Sr.	C	57F	Technical

- III. The ranges for the following technical/supervisory classes shall be extended the equivalent of an additional step beyond their previous maximums.

Accounting Technician, Sup.	F	61I	Tech./Sup.
Accounting Technician, Sup., Sr.	F	63I	Tech./Sup.

- IV. The following clerical/supervisory classes will receive a one range equity adjustment.

Office Services Supervisor 1	F	61H	Office/Sup.
Word Processing Center Sup.	F	61H	Office/Sup.

- V. The following professional classes will receive a one range equity adjustment.

Attorney 1	F	14I	Professional
Attorney 2	F	16I	Professional
Attorney 3	F	20I	Professional
Compensation Attorney	F	16I	Professional
Compensation Attorney, Principal	F	20I	Professional

The salary range for Attorney 1 (HOA) shall be extended and have a new compensation code of 14I.

# Commissioner's Plan (Cont.)

VI. The ranges for the following classes covered by the professional-professional/supervisory salary schedule shall be extended the equivalent of an additional step beyond their previous maximums.

Executive 2	F	4J	Office/Sup.
Office Services Supervisor 2	F	4J	Office/Sup.
Staff Program Assistant	F	1J	Office/Sup.

VII. The following classes were previously in the A Schedule, and have been moved to Compensation Series C. As noted above, the ranges for the Hearing Reporter classes have also been lengthened.

Chief Cook	C	66I	Service
Hearings Reporter	C	71F	Technical
Hearings Reporter, Sr.	C	73J	Technical

VIII. The following classes shall have salary ranges consisting of minimum and maximum rates of pay as provided below, effective July 1, 1981.

	Comp. Code		Minimum	Maximum
Institution Education Admin.	00T	YR.	\$19,189	\$35,496
		MO.	1,599	2,958
		HR.	9.19	17.00
Institution Education Supervisor	00T	YR.	\$18,541	\$34,222
		MO.	1,545	2,852
		HR.	8.88	16.39
Director of Nurses	72I	YR.	\$22,154	\$29,378
		MO.	1,846	2,448
		HR.	10.61	14.07
Registered Nurse, Principal	40I	YR.	\$18,625	\$24,597
		MO.	1,552	2,050
		HR.	8.92	11.78

Employees in the above classes shall receive the same market adjustments and shall be eligible for performance-based salary increases in the same manner as professional and professional/supervisory employees covered by the Commissioner's Plan.

## IX. Other Changes

- Members of the Minnesota Corrections Board shall be paid a flat rate salary of \$33,617 per year or \$16.10 per hour (the minimum of range 26 in the F Compensation Series). These employees are not eligible for performance-based increases but shall receive future increases resulting from salary range adjustments that take place on June 30 and December 30, 1982.
- Confidential employees in the classification of Correctional Counselor 3 shall receive the same market adjustments and shall be eligible for performance-based salary increases in the same manner as

Commissioner's Plan (cont.)

non-professional supervisory employees covered by the Commissioner's Plan. This class shall have a compensation code of 3H in Compensation Series F. The range shall consist of minimum and maximum rates of pay as follows:

	<u>Minimum</u>	<u>Maximum</u>
YR.	\$18,750	\$22,822
MO.	1,563	1,902
HR.	8.98	10.93



Contract amendments

Commissioner's plan - corrections: 11/19/81  
5/4/82

Early retirement decrease benefits: 5/4/82  
See preceding @ unit's 6/23/82  
contract 11/9/82



LCER 5/4/82

Unit 1

MEMORANDUM OF UNDERSTANDING

Between

STATE OF MINNESOTA

and

LAW ENFORCEMENT BARGAINING UNIT #1

(Bureau of Criminal Apprehension Agents Association)

(Minnesota Conservation Officers Association)

(Minnesota State Patrol Officers Association)

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of April, 1982, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Law Enforcement Bargaining Unit #1 (Bureau of Criminal Apprehension Agents Association), (Minnesota Conservation Officers Association), (Minnesota State Patrol Officers Association), hereinafter referred to as the ASSOCIATION, to supplement and amend the 1981-83 Agreement between the parties as follows:

1. The sixty (60) day eligibility period for early retirement insurance benefits provided under Chapter 522, Laws of 1982 is hereby extended from May 21 to July 2, 1982. An eligible employee's last day on the payroll must not exceed July 1, 1982.
2. Article XXVII, Section 11 of the 1981-83 Agreement is supplemented by an additional open enrollment period beginning March 23, 1982 through July 2, 1982 for employees who retire pursuant to the early retirement insurance provisions of Chapter 522, Laws of 1982. As a result of the additional open enrollment period, those who qualify for early retirement benefits shall have any changes in insurance carriers become effective the first day of the first full payroll period following retirement or for those who already retired during the eligibility period beginning March 23, 1982 such insurance carrier changes shall become effective the first day of the next two week period which corresponds to a State employee pay period.
3. Continued receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State paid portion of the insurance premium.

U.S. & U.S.  
1982 L.S.  
July 1, 1982  
Pension  
Check

The Employer and the Association agree that this Memorandum of Understanding shall remain in effect through the 30th day of June, 1983.

In witness whereof, the parties hereto have affixed their signatures this \_\_\_\_\_ day of April, 1982.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Daryle L. Uphoff  
Attorney-at-Law

Barbara L. Sundquist, Commissioner  
Department of Employee Relations

Robert Wilhelm  
President, Minnesota Conservation  
Officers Association

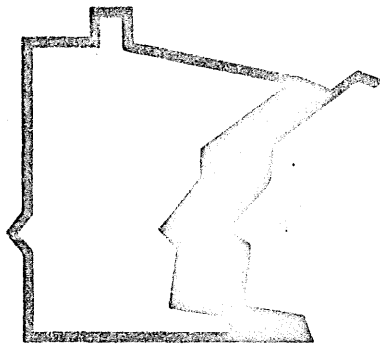
James W. Geisner, Deputy Commissioner  
State Labor Negotiator  
Department of Employee Relations

Arton W. Larson, Secretary-Treasurer  
Minnesota Bureau of Criminal  
Apprehension Agents Association

William Bender  
Assistant State Negotiator  
Department of Employee Relations

Floyd Minnick, President  
Minnesota State Patrol Officers Assn.

State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

August 17, 1981

Representative Wayne Simoneau, Chair  
Legislative Commission on Employee Relations  
Room 208 Capitol Building  
Aurora Avenue  
St. Paul, Minnesota 55155

Dear Representative Simoneau:

Attached you will find a general summary and a fiscal analysis for the proposed Unit #1 (Law Enforcement) contract which has been ratified by the exclusive bargaining agent.

I am also enclosing 13 copies of the proposed contract per your request.

I hope that you will find these materials satisfactory.

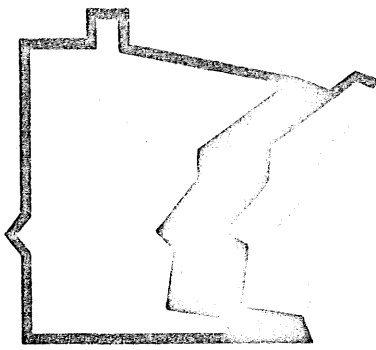
Sincerely,

A handwritten signature in cursive script that reads "James W. Geissner".

James W. Geissner  
Deputy Commissioner

JWG:jp

Enclosures



Unit #1 (Law Enforcement) General Summary

The proposed contract was arrived at after both the Association and the Employer had submitted final positions to arbitration.

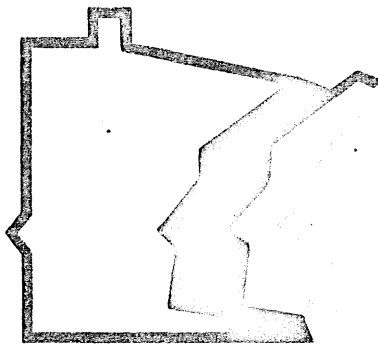
Major items in the proposed contract include:

1. Uniforms - Crime Agents' and Conservation Officers' uniform allowances were increased.
2. Holidays - Pre-existing cents-per-hour payments in lieu of a holiday were discontinued, and the 10th holiday previously given to other state employees was extended to Unit #1 as a floater.
3. Vacations - State Patrol Officers' vacation schedule was equalized with the existing schedule for Conservation Officers, Crime Agents and other state employees.
4. Insurance - The Blue Cross/Blue Shield plan was changed from \$50 to \$100 deductible; Health Testing was dropped; Major Medical was increased from \$250,000 to \$500,000 coverage; health and dental premiums were set in flat-dollar amounts; and employees were given a \$50 off-set, to be paid in October, 1981 and 1982.
5. Wages - Achievement Awards were dropped. Freeway Trooper premium was increased.

General wage increases were as follows:

- a. 8.0% on July 1, 1981  
.5% inequity range adjustment  
8.5% annualized cost
- b. 6.5% on July 14, 1982  
3.0% on January 12, 1983  
8.0% Annualized Cost (3.0% X  $\frac{1}{2}$  year = 1.5%)
- c. State Patrol salary schedule was modified by changing the 20 year step from Trooper and Trooper 1 to 13 years and by adding a 13 year step to Corporal and Staff Sergeant 1.

State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

Unit #1 (Law Enforcement)  
Proposed Contract Fiscal Analysis

<u>COST ITEM</u>	<u>BIENNIAL BASE</u>	<u>BIENNIAL NEW MONEY</u>
Salary	29,030,156	4,474,837
Retirement	6,096,334	939,716
Insurance	<u>2,261,190</u>	<u>460,212</u>
TOTAL	37,387,679	5,874,766
 FIRST YEAR NEW MONEY	 1,917,281	
 PERCENTAGE INCREASE	 10.26%	
 SECOND YEAR NEW MONEY	 1,850,395	
 PERCENTAGE INCREASE	 8.90%	

AN EQUAL OPPORTUNITY EMPLOYER

UNIT 1: LAW ENFORCEMENT

AGREEMENT

BETWEEN

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

and

The Bureau of Criminal Apprehension Agents' Association,  
Minnesota Conservation Officers' Association, and  
Minnesota State Patrol Officers' Association

July 1, 1981 -- June 30, 1983

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PREAMBLE

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_, 1981, by and between the State of Minnesota and its Department of Public Safety and Department of Natural Resources, hereinafter referred to as the EMPLOYER, and the Bureau of Criminal Apprehension Agents' Association, Minnesota Conversation Officers' Association, and Minnesota State Patrol Officers' Association, hereinafter referred to as the ASSOCIATION.

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

## ARTICLE I

### ASSOCIATION RECOGNITION

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

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

All employees in the classifications included in Law Enforcement Unit No. 1 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding managerial, supervisory, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Stat. 179.61-179.76.

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

- Crime Investigator
- Crime Investigator Team Leader
- Natural Resources Specialist 1 (Conservation Officer)
- Natural Resources Specialist 2 (Conservation Officer)
- Natural Resources Specialist 3 (Conservation Officer)
- Natural Resources Specialist 4 (Pilot)
- State Patrol Trooper
- State Patrol Trooper 1
- State Patrol Corporal
- State Patrol Sergeant

excluding all other job classifications.

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

Section 3. New Classes. Assignment of newly created classes to a bargaining unit or reassignment of existing classes to a different bargaining unit shall be accomplished in accordance with Minn. Stat. 179.71, Subd. 5 (j).

## ARTICLE II

### NO STRIKE/NO LOCKOUT

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

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

### ARTICLE III

#### DUES CHECK-OFF

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

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

## ARTICLE IV

### NON-DISCRIMINATION

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

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

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

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

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

## ARTICLE V

### MANAGEMENT RIGHTS

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

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

## ARTICLE VI

### ASSOCIATION RIGHTS

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

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

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

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

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

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

## ARTICLE VII

### SAFETY

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

Section 2. Accident Report. All employees who are injured during the course of their employment shall file an accident report in reasonable time with the designated supervisor, on forms furnished by the Employer.

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

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



## ARTICLE VIII

### ETHICAL STANDARDS AND OFF-DUTY EMPLOYMENT

Section 1. Code of Ethics. Employees in this bargaining unit agree to be bound by the ethical standards contained in 2 MCAR ## 2.275-2.282, Code of Ethics. (Appendix C).

Section 2. Off-Duty Employment. An employee may accept outside employment during his/her off-duty hours provided such employment is not illegal and/or would not bring discredit to the position, the division or the department and provided the Employer is notified in writing prior to commencing such employment. Employees may be required to justify continued employment in a field where the Employer receives complaints relative to area unemployment, conflict of interest, or any other valid reason which could discredit the Employer.

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

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

## ARTICLE IX

### UNIFORMS

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

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

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

## ARTICLE X

### HOLIDAYS

Section 1. Observed Holidays. The following days shall be observed as paid holidays for all eligible (non-temporary) employees:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	One (1) Floating Holiday

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

### Section 2. Alternate Days.

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

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

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

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

ARTICLE X (cont.)

HOLIDAYS

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

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

Hours that would have been worked during  
the pay period had there been no holiday.

Holiday hours earned for  
each holiday in the pay  
period.

Less than $9\frac{1}{2}$	0
At least $9\frac{1}{2}$ , but less than $19\frac{1}{2}$	1
At least $19\frac{1}{2}$ , but less than $29\frac{1}{2}$	2
At least $29\frac{1}{2}$ , but less than $39\frac{1}{2}$	3
At least $39\frac{1}{2}$ , but less than $49\frac{1}{2}$	4
At least $49\frac{1}{2}$ , but less than $59\frac{1}{2}$	5
At least $59\frac{1}{2}$ , but less than $69\frac{1}{2}$	6
At least $69\frac{1}{2}$ , but less than $79\frac{1}{2}$	7
At least $79\frac{1}{2}$	8

## ARTICLE XI

### VACATIONS

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

<u>Continuous Service Requirement</u>	<u>Rates Per Full Payroll Period</u>
0 through 3 years	3 working hours if appointed on or after July 1, 1979. 4 working hours if appointed prior to July 1, 1979 or if a State Patrol employee appointed prior to July 1, 1981.
After 3 through 5 years	4 working hours.
After 5 through 8 years	5 working hours.
After 8 through 12 years	7 working hours.
After 12 through 20 years	7½ working hours.
After 20 years	8 working hours.

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

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

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

Employees being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with Appendix A. Employees may accumulate unused vacation leave to a maximum of two hundred and forty (240) hours.

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

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

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

## ARTICLE XI (cont.)

### VACATIONS

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

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

Whenever practicable, employees shall submit written request for vacation at least four (4) weeks in advance of their vacation to their supervisor. When advance written requests are impracticable, employees shall secure the approval of their supervisor at the earliest opportunity. Nothing in this Section shall be construed to preclude employees from requesting and being granted vacation periods of one (1) day. Except for those Conservation Officers at the maximum of their vacation accrual who are about to lose vacation leave, four (4) regular days off shall be scheduled in the payroll period prior to vacation leave being granted.

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

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

## ARTICLE XII

### TELEPHONE EXPENSES

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

## ARTICLE XIII

### SICK LEAVE

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

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

Section 2. Sick Leave Utilization. An employee shall be granted sick leave with pay to the extent his/her accumulation for absences necessitated by reason of illness or disability; by necessity of medical or dental care; or by exposure to contagious disease so that his/her attendance on duty may endanger the health of fellow employees or the public. Sick leave shall also be granted with pay to the extent of an employee's accumulation for absence necessitated by illness of his/her spouse, minor children, or parent living in the household of the employee for such periods as his/her attendance may be necessary, but such sick leave shall be limited to not more than three (3) days. The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents, parents of the spouse, grandparents, guardian, children, brothers, sisters, or wards of the employee. In no event shall sick leave with pay be granted beyond the extent of the employee's accumulation.

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

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

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

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



ARTICLE XIII (cont.)

SICK LEAVE

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

## ARTICLE XIV

### LEAVES OF ABSENCE

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

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

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

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

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

### Section 2. Leaves With Pay.

- A. Military Reserve Training. Employees shall be entitled to leave of absence with pay for service in the armed forces of the United States or the State of Minnesota as now or hereafter authorized by law. (Minn. Stat. # 192.26).
- B. Jury Duty. Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular base rate of pay less the fee received for jury duty, exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work. If an employee is excused from jury duty prior to

ARTICLE XIV (cont.)

LEAVES OF ABSENCE

the end of his/her work shift, he/she shall return to work as directed by the Employer or make arrangements for a leave of absence.

- C. Court Appearance. Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority on behalf of the Employer other than those instituted by the employee or the exclusive representative. Leaves shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. Such employees shall be paid the employee's regular pay less the fee received, exclusive of expenses, for serving as a witness, as required by the court.
- D. Voting Time. Any employee who is entitled to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself from his work for the purpose of voting during the forenoon of such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the Employer. Employees who are not eligible to vote or who have not intention to vote shall not be entitled to benefits under this Article. Any Employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.
- E. Leave shall be granted for preparation for and participation in world, Olympic or Pan-American games pursuant to Minn. Stat. # 15.62, subd. 3 as amended by Laws of 1979, ch. 208, #1.
- F. Leave shall be granted for the period of time required to report and be processed through pre-induction examination(s) conducted by the armed forces preliminary to military service.

Section 3. Unpaid Leaves of Absence.

- A. Unclassified Service. Upon approval of the Employer, an Appointing Authority may grant a leave of absence without pay to a permanent or probationary employee to permit the employee to accept a position in the unclassified service. Such leave may be continued during the period of service in the unclassified service position and the employee, upon request to the Employer within sixty (60) calendar days of the termination of the appointment, shall be restored to a position in the same class and with the same status held at the time of the grant of the leave of absence. (Minn. Stat. # 43.22, Subd. 3).
- B. Military Leave. Employees shall be entitled to military leave of absence without pay as authorized by Minn. Stat. # 192.261.
- C. Association Business. Upon the request of the Association, the Employer shall approve written requests for leave without pay for employees elected to any Association office or selected by the Association to do work which takes them from their employment with the Employer.

ARTICLE XIV (cont.)

LEAVES OF ABSENCE

D. Maternity/Paternity or Adoption. A Maternity/Paternity or Adoption leave of absence shall be granted to a permanent, probationary or unclassified natural parent or adoptive parent for a period not to exceed six (6) months, when requested in conjunction with the birth or adoption of a child. Maternity/Paternity or adoption leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority.

E. Medical. Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay shall be granted by the Employer for up to one (1) year because of sickness or injury. This leave may be extended at the sole discretion of the Employer.

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

F. Personal Leave. Leave may be granted to an employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.

G. Precinct Caucus or Convention. Upon forty-five (45) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.

H. Related Work. Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of state service which is funded by a government or private foundation grant and which is related to the employee's current work.

## ARTICLE XV

### DISCIPLINE AND DISCHARGE

Section 1. Discipline. Disciplinary action by the Employer shall be imposed for just cause only. Disciplinary actions may include any of the following:

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

Suspension without pay, demotion, or discharge of a State Patrol Officer shall be for such reasons as are specified in M.S.A. 299D.03, Subdivision 8 (1) through (5).

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

Section 2. Dismissal of a Permanent Employee. The Employer shall not discharge a permanent employee without just cause. If the Employer feels the charges made against a permanent employee could constitute grounds for a suspension, demotion, or discharge, he/she shall so notify the employee in writing with a copy to the Association. The employee, if a State Patrol Officer, within ten (10) calendar days of receipt of such notice shall notify the Employer of his/her desire for a hearing as specified in M.S.A. 299D.03, Subdivision 9 thru 12, or that he/she has waived his/her right to such hearing and has elected instead to appeal through the grievance procedures of this Agreement. The employee's written request shall determine which procedure he/she has elected to follow and such request shall constitute a forfeit to the use of any procedure that might otherwise be available to him/her. An employee who is not a State Patrol Officer shall have the right through the Association to take up the discharge at the second step of the grievance procedure. Failure to respond within ten (10) calendar days as indicated above shall be considered as the employee's admittance of the charges made against him/her and the decision of the Employer shall be final.

Section 3. Dismissal of a Probationary Employee. During any period of job probation in this unit, an employee shall not have access to the grievance procedure for the purpose of grieving non-certification or discharge. Probationary employees shall not be subject to any arbitration provision of this Agreement nor shall the employee be subject to the provisions of M.S.A. 299D.03, Subdivision 9 thru 12.

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

ARTICLE XV (cont.)

DISCIPLINE AND DISCHARGE

disciplinary action is taken against an employee for a period of three (3) calendar years following a suspension or demotion, upon written request of the employee, the Employer shall remove all records of the suspension or demotion from the employee's official personnel file. Notwithstanding any provisions of this Article, the Association agrees that the Employer may continue to maintain records of prior incidents of disciplinary action after removal from the official personnel file for administrative purposes.

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

Section 6. Oral and Written Reprimands. Oral and written reprimands shall not be arbitrable under any provision of this Agreement.

Section 7. Disclosure. Prior to any arbitration hearing or a hearing before the Commissioner pursuant to M.S.A. 299D, the Employer and the Association, upon written demand, shall make full disclosure of the names and addresses of all witnesses that either side may call to testify, and shall permit the inspection and copying (with expenses paid by the requesting party) of all documents and physical evidence which may be used at such hearing.

## ARTICLE XVI

### GRIEVANCE PROCEDURE

Section 1. Definition. For the purposes of this Agreement, a grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of the Agreement. Except in matters involving suspension, demotion, or discharge of a State Patrol Officer, which shall be settled in accordance with the procedures outlined in Section 3, employees are encouraged to first attempt to resolve the matter on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the employee's satisfaction by informal discussion, it shall then be settled in accordance with the procedure listed below.

Section 2. Processing Grievances. It is recognized and accepted by the Employer and the Association that the processing of grievances as hereinafter provided is limited by the security requirements and the operational needs of the department and shall, therefore, be accomplished during working hours only when consistent with such needs. The grievance representatives (no more than two) involved and a grieving employee shall suffer no loss in pay when a grievance is processed during working hours provided the grievance representative and the employee have notified and received the approval of their supervisor(s) to be absent to process the grievance.

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

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

STEP 3: Where the grievance concerns a Conservation Officer covered by this Agreement, if the grievance is not satisfactorily resolved in Step 2 and the employee wishes to appeal the grievance to Step 3, it shall be referred in writing to the Commissioner of Natural Resources or his/her designee within ten (10) calendar days of receipt of the Employer's Step 2 answer. The Association Representative and the Association Officer shall present the grievance to the Employer. The Employer shall respond to the Association Representative within seven (7) calendar days.

## ARTICLE XVI (cont.)

### GRIEVANCE PROCEDURE

STEP 4: Pre-Arbitration: If the grievance remains unresolved after receipt of the response of the Employer, the Association shall have seven (7) calendar days to appeal in writing to the State Labor Negotiator or designee. The State Labor Negotiator or designee shall have ten (10) calendar days to review the grievance and shall attempt to resolve it. The State Labor Negotiator or designee shall respond to the Association in writing within ten (10) calendar days.

ARBITRATION: If the grievance remains unresolved and does not involve the dismissal or non-certification of a probationary employee, the Association may refer the grievance in writing to arbitration within fourteen (14) calendar days of receipt of the Employer's answer. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) calendar days after the Association requests such action. If the parties fail to mutually agree upon the arbitrator within the said seven (7) day period, either party may request a list of five (5) arbitrators from the Bureau of Mediation Services. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The Association shall strike the first name, the Employer shall then strike one (1) name and the process will be repeated and the remaining person shall be the arbitrator. Expenses for the arbitrator's services and proceedings shall be borne by the losing party. However, each party shall be responsible for compensating its own representatives and witnesses. The decision of the arbitrator shall be final and binding upon the parties and the employee(s). The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Representative. The arbitrator shall notify the employee, the Association Representative and the Employer of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 3. Suspension, Demotion, or Discharge of a State Patrol Officer. In the case of suspension, demotion, or discharge of a State Patrol Officer, the matter shall be resolved in accordance with the following procedure:

STEP 1: Except in cases of immediate suspension or discharge, if the Chief State Patrol Officer intends to file charges against a Patrol Officer, which charges involve M.S.A. 299D.03, the Chief State Patrol Officer shall, in writing, inform the Trooper to be charged and the State Patrol Officers' Association of such intent.

The Chief State Patrol Officer, or his/her designee, after notification of intent to file charges or after an immediate suspension shall, within a reasonable period of time, set a date for an informal meeting between the parties and the Trooper who has been suspended or against whom charges may be filed.



## ARTICLE XVI (cont.)

### GRIEVANCE PROCEDURE

The meeting will be held for the purposes of discussing the charges under M.S.A. 299D.03, and the possible penalty that would be recommended if the charges were upheld. The disciplinary action may be resolved by mutual consent of the Association and the Employer. Notwithstanding the above, the parties may mutually agree that an informal meeting is not necessary or that such meeting would serve no purpose. However, if either party desires to go forward with the informal meeting, the Chief State Patrol Officer shall proceed as provided above.

STEP 2: Except in cases of immediate suspension, if the matter is not resolved through the informal discussion, or if no informal discussions are conducted, the Chief State Patrol Officer shall proceed to file charges in accordance with the requirements of M.S.A. 299D.03. After such charges have been filed, the Trooper being charged shall, through the exclusive representative, file written notice of remedy in accordance with the preliminary order and notice of charges served upon such Trooper. In the case of immediate suspension of a Trooper who has been charged and suspended, such Trooper shall, through the exclusive representative, file written notice of choice of remedy in accordance with the preliminary order and notice of charges served upon such Trooper.

If the choice of remedy is to utilize the grievance procedure of the Agreement, the Commissioner of Public Safety shall cause to have served upon such Trooper an order setting forth the penalty of suspension, demotion or discharge. After the order of penalty has been served, the Trooper, through the exclusive representative shall within ten (10) calendar days, excluding the date of service, file a written grievance with the Chief State Patrol Officer and simultaneously request to proceed to Step 2 under Section 2 of this grievance procedure, and may thereafter exercise rights provided under Section 2.

Section 4. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, modifying, or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and on the facts of the grievance presented.

Section 5. Time Limits. If the grievance is not presented within the time limits set forth above, it shall be considered waived. If the grievance is not appealed to the next step or steps within a specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association in each step, and

ARTICLE XVI (cont.)

GRIEVANCE PROCEDURE

such extension will not be unduly withheld. By the mutual agreement of the Employer and the Association, the parties may waive Step 1, or in the case of Conservation Officers, may waive Steps 1 and 2.

Section 6. Choice of Remedy. M.S.A. 229D.03 provides for hearings for cases of disciplinary action. Article XV, Discipline and Discharge, of this Agreement, provides in certain instances for the use of either the process provided for by statute or the grievance procedure as expressed in this article. Permanent employees who are members of the State Patrol may elect to use either procedure but may not use both.

## ARTICLE XVII

### INJURY ON DUTY .

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

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

## ARTICLE XVIII

### SEVERANCE PAY

All employees who have accrued twenty (20) years or more state seniority shall receive severance pay upon any separation from state service. Employees with less than twenty (20) years state seniority shall receive severance pay upon mandatory retirement, death, or lay off, except for seasonal layoffs. Employees who retire from state service after ten (10) years of state seniority and who are immediately entitled at the time of retirement to receive an annuity under a state retirement program shall, notwithstanding an election to defer payment of the annuity, also receive severance pay. Effective July 1, 1979, severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

## ARTICLE XIX

### EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use the employee's automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty-four (24) cents per mile on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, the Appointing Authority or designee shall authorize that mileage be paid at a rate of nineteen (19) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

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

Section 4. Overnight Travel. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual costs of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$3.50 per week for laundry and/or \$2.00 for dry-cleaning for each work after the first week.

#### Section 5. Meal Allowances.

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

1. Breakfast. Breakfast reimbursement may be claimed only if the employee is on assignment away from home station in a travel status overnight, or departs from home in an assigned travel status before 6:00 a.m.

2. Noon Meal. For employees stationed outside the seven (7) county metropolitan area, the following shall apply: lunch reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period. For employees stationed in the seven (7) county metropolitan area, the following shall apply: employees shall not be reimbursed for noon meals obtained in the

ARTICLE XIX (cont.)

EXPENSE ALLOWANCES

seven (7) county metropolitan area except when authorized by the Appointing Authority as a special expense prior to incurring such expense.

3. Dinner. Dinner reimbursement may be claimed only if the employee is away from home station in a travel status overnight, or is required to remain in travel status until after 7:00 p.m.

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

Breakfast	---	\$3.50
Lunch	---	\$4.75
Dinner	---	\$8.00

C. Maximum reimbursement for meals outside the state or on trains, including tax and gratuity, shall be:

Breakfast	---	\$4.00
Lunch	---	\$5.00
Dinner	---	\$9.00

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

## ARTICLE XX

### RELOCATION EXPENSES

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

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

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

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

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

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

A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

B. Realtor's Fees. Realtor's fees for the sale of the employee's domicile, not to exceed \$3,000 shall be paid by the Appointing Authority.

ARTICLE XX (cont.)

RELOCATION EXPENSES

C. Moving Expenses. The Employer shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Employer shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting supporting blocks, skirts, and/or other attached fixtures.

D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of \$350.00 for the necessary miscellaneous expenses directly related to the move. These expenses may include such items as: disconnecting and connecting appliances and/or utilities, cost of insurance for property damage during the move, the reasonable transportation costs of the employee's family to the new work location at the time the move is made, including meals and lodging (such expenses shall be consistent with the provisions of Article XX Expense Allowances), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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



## ARTICLE XXI

### BIDDING ON LATERAL POSITIONS

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

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

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

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

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

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

Section 2. Troopers. Upon the effective date of this Agreement, any permanent employee desiring to bid to another work location, either in his/her present district or another district, shall file a written request with his/her Captain and if it is a work location in another district, a copy to the Captain of that district. Such requests must be received on an annual basis if the transfer is still desired. The renewal period will start on July 1st for the following year, and expire 30 days thereafter. When a permanent vacancy occurs, in any one of the districts, the most senior employee who has previously indicated a desire to work in that district will first be considered for the vacancy. In the event the most senior employee bidding is passed over, he/she, upon request, shall be notified in writing and given the reasons as to why the individual was passed over. Upon written request of the employee, the Association shall be furnished a copy of such reasons. It

ARTICLE XXI (cont.)

BIDDING ON LATERAL POSITIONS

shall be the policy of the Employer to select the most senior qualified employees from those indicating a desire to bid to the vacancy. The vacancy will be filled on the basis of the applicant's qualifications and ability to perform satisfactorily in that assigned patrol area.

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

## ARTICLE XXII

### WORK RULES

The Association recognizes the right of the Employer to establish and enforce reasonable work rules that are not in conflict with the terms of this Agreement. The Employer agrees to advise the Association of proposed changes in work rules as far in advance as practicable. All work rules shall be applied equally to all employees.

## ARTICLE XXIII

### COURT TIME, CALL-IN, STANDBY

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

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

A. An employee who is called-in to duty during his/her scheduled off-duty time or on a scheduled day off shall receive a minimum of three (3) hours compensation at the employee's base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

B. Any employee called-in for an early report not more than two (2) hours prior to the start of his/her regular shift shall be compensated straight compensatory time at his/her basic pay rate for the time actually worked prior to the start of his/her regular shift.

C. Employees called-in for an early report not more than two (2) hours prior to the start of his/her regular shift shall be paid in cash a minimum of three (3) hours at straight time at his/her basic rate or for the hours actually worked at straight time, whichever is greater.

D. Any employee called-back to duty which requires the payment of the three (3) hour minimum or the actual hours worked, will be paid in cash for the three (3) hour minimum or the actually hours worked.

E. If an employee is called-in to duty which does not require compensation of the three (3) hour minimum, the time actually worked prior to his/her regular shift or the extended time worked beyond his/her regular shift shall be compensated with compensatory time, at his/her basic straight time, unless such time would be in excess of ninety-six (96) hours in the work period.

Section 3. Standby. An employee of the State Patrol who is required to make himself/herself available for work in an "on-call" status shall be compensated at the rate of twenty (20) minutes straight time pay for each two (2) hours of "on-call" status. Such compensations shall be limited to four (4) hours straight time pay per calendar day. An employee shall be in an "on-call" status if his/her supervisor has instructed the employee to remain available to work during an assigned off-duty period. An employee who is instructed to be in an "on-call" status is not required to remain at a fixed location but is required to leave word where he/she may be reached. An employee shall not receive "on-call" pay for hours actually worked, but shall be compensated for such hours as provided for in Section 2 of this Article.

## ARTICLE XXIV

### HOURS OF WORK

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

A. Normal Work Period. The normal scheduled work period shall consist of eighty (80) hours of work and ten (10) work days within a payroll period.

B. Daily Scheduling. It is recognized that employees are required to work varied hours and during several separated periods within the same day and the same payroll period, making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day or one (1) week sometimes impossible. The Employer agrees to make reasonable effort to schedule employees to a schedule of at least two (2) consecutive days off in a payroll period where such schedule meets both the needs of the Employer and the desires of the employees.

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

Employees who are on a regular schedule or on a vacation day who are called out shall receive a minimum of three (3) hours overtime compensation at straight-time. Employees who are called out on their regular day off shall not receive the three (3) hours call-out minimum, but shall receive credit for the actual hours worked, up to the overtime maximum of two hundred (200) hours contained in Article XXVI, Section 3(A).

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

Section 2. Crime Investigators. Crime Investigators shall be subject to the following conditions regarding hours of work:

A. Normal Workday. The normal workday shall consist of eight (8) hours of work within a twenty-four (24) hour period.

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

C. Daily Scheduling. It is recognized that because of the nature of their work, Crime Investigators covered by this Agreement may be scheduled and required to work varied hours, work on holidays and weekends, and during several separated periods within a single day making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one (1) day sometimes impossible. However, insofar as practicable and without reducing efficiency of work performance, employees are expected to complete normal routine work within a normal eight (8) hour day.

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

ARTICLE XXIV (cont.)

HOURS OF WORK

A. Workday. The normal workday shall consist of eight (8) or ten (10) consecutive hours of work, excluding unpaid lunch periods.

B. Work Period. The normal work periods shall consist of eight (8) or ten (10) hour normal workdays or ten (10) eight (8) hour normal work days in a fourteen (14) calendar day payroll period. Employees shall be scheduled for a minimum of two (2) consecutive days off in each work period.

C. Work Schedules. The written work schedule reflecting each employee's days and hours of work shall be posted in each district headquarters at least twenty-one (21) days in advance of its effective date, except in the case of holidays where said posting shall be at least thirty (30) days in advance of its effective date. Emergencies declared by the Commissioner of Public Safety requiring changes in schedules effecting ten (10) or more employees for the duration of one (1) week or more may be changed without regard to the twenty-one (21) day provision. All schedules shall provide for no less than sixty-four (64) and no more than ninety-six (96) hours within a payroll period. To provide a uniform amount of earnings in an employee's bi-weekly pay check, employees carry forward all hours worked in excess of eighty (80) in a payroll period into the next regular bi-weekly payroll period for which they are scheduled for less than eighty (80) hours. Hours carried forward are added to that payroll period to bring it up to eighty (80) hours, this computation of time shall be made before the provisions of Article XXVI apply. Nothing herein shall be construed as a guarantee of hours of work per day or per week. With the approval of the employee's immediate supervisor, employees may mutually agree to exchange work shift assignments but such changes shall not result in overtime payment.

D. Drop Shift. All work shifts in a work station with six (6) or less Troopers will contain one (1) "drop shift" and all work shifts in a work station with seven (7) or more Troopers will contain two (2) drop shifts, solely at the Employer's option. Troopers assigned to work the "drop shift" will fill in work shifts of other Troopers. Troopers assigned to the "drop shift" shall not be subject to the twenty-one (21) day notice requirement of Section 3, "C".

E. Lunch Period. All employees shall be granted an unpaid lunch period of no less than one-half (1/2) hour or more than one (1) hour during each normal work shift except for employees who are assigned to the shifts commencing at or near ten (10) p.m. who will be granted a paid thirty (30) minute lunch period; and employees pre-scheduled to remain on a full status during a lunch break.

F. Rest Periods. Employees shall be granted one (1) fifteen (15) minute rest period during each one-half (1/2) shift. Rest periods may not be postponed or accumulated; that is, if an employee does not receive a rest period because of operational requirements, such rest period may not be taken during a subsequent work period.

ARTICLE XXV  
OVERTIME

Section 1. Troopers. For members of the State Patrol, overtime is defined as authorized or assigned work performed in excess of an employee's regularly assigned shift or on an employee's assigned day off.

A. Compensation. Troopers shall be compensated for overtime work in cash or compensatory time off in the following manner:

1. Time and one-half (1 1/2) cash payment for all overtime hours worked on a scheduled day off or during a scheduled vacation.

2. Time and one-half (1 1/2) cash payment for all scheduled shift extension hours on Fridays.

3. Straight time compensatory time for all overtime hours worked on scheduled workdays.

4. Time and one-half (1 1/2) cash payment for all hours worked in excess of ninety-six (96) hours in a work period. This provision does not apply in those instances where the employee is scheduled for ninety-six (96) hours in a work period; in such cases sixteen (16) hours will be deducted from the hours worked in that work period before the cash payment compensation is made.

5. Compensatory time may be accrued to a maximum of ninety (90) hours. All hours in excess of ninety (90) will be liquidated at a straight time rate in cash.

6. Compensatory time will be liquidated at a time mutually agreeable to the employee and his/her Captain; the employee may, upon seven (7) days notice, be required to reduce the accrual where regularly scheduled work time would cause the employee to exceed the ninety (90) hour maximum.

7. Employees shall have the option, upon written notice to their supervisor, to accrue overtime as compensatory time-off in lieu of cash.

B. Overtime Assignment. If an insufficient number of employees volunteer for overtime work, the Employer will endeavor to assign the necessary overtime in inverse seniority order within a work station or district. Employees shall be required to work overtime unless excused by the Employer.

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

Section 2. Crime Investigators. Crime Investigators shall be eligible for overtime payment for authorized hours of work beyond eighty (80) hours within a two (2) week payroll period.

A. Overtime Payment. Hours in excess of eighty (80) hours in a payroll period shall be placed into an employee's overtime bank on an hour-for-hour basis, and shall be utilized in subsequent payroll periods either as compensatory time off or paid in cash at the option of the Appointing Authority, after first considering the desires of the employee.

ARTICLE XXV (cont.)

OVERTIME

B. Compensatory time may be accrued to a maximum of eighty (80) hours. All hours in excess of eighty (80) will be liquidated at a straight time rate in cash.

C. Compensatory time will be liquidated at a time mutually agreeable to the employee and his/her supervisor; the employee may upon seven (7) days notice, be required to reduce the accrual where regularly scheduled work time would cause the employee to exceed the eighty (80) hour maximum.

Section 3. Conservation Officers. Conservation Officers shall be paid for hours worked in excess of the normal work period subject to the following conditions:

A. Hours Worked in Excess of Normal Work Period. Employees working in excess of eighty (80) hours in a payroll period will record hours worked in excess of eighty (80) hours. At the end of each thirteen (13) consecutive full payroll periods commencing with the first full payroll period after July 1, 1975, all hours certified as worked by the employee in excess of eighty (80) hours in each payroll period up to a maximum of two hundred (200) hours will be paid at the rate of straight time. Any such hours certified as worked in excess of two hundred (200) hours during said consecutive payroll periods will cancel and will not be paid.

If an employee is not employed by the Employer for the entire full consecutive payroll periods, then such employee shall only be eligible to be paid for such hours in excess of eighty (80) hours per payroll period as proportion of the number of payroll periods worked by the employee in said thirteen (13) consecutive payroll periods bears to two hundred (200) hours.

If an employee receives a salary adjustment at times other than coinciding with the end of the thirteen (13) consecutive payroll periods, a computation of the hours worked in excess of eighty (80) hours per payroll period shall be made at the rate in effect during the time previously worked, and hours worked during the balance of said periods shall be computed at the new rate. The payment of those hours in excess of eighty (80) hours per payroll period, if any, shall not be paid until the end of the thirteen (13) week period.



## ARTICLE XXVI

### SENIORITY

Section 1. Application. The application of Section 3 of this Article shall apply solely to employees of the State Patrol.

Section 2. Definition. Seniority shall mean an employee's length of service with the Employer since his/her last date of hire. An employee's continuous service record shall be broken only by separation from state service by reasons of resignation, discharge for just cause, retirement, or death. When two (2) or more employees have the same seniority date their final score on the examination eligible list, excluding veterans preference, shall determine their position on seniority list. If a tie still exist, their positions on the seniority list shall be determined by lot. A seniority list shall be established for sergeants based on date of rank for bidding purposes and job assignments only.

Section 3. Job Assignments. Any permanent employee desiring assignment to special jobs within his/her district such as scales, warrants, motor vehicle inspection, Safety Education Officer, or Station Sergeants shall file such request with his/her district Captain. When a vacancy occurs, the senior most qualified employee who has previously indicated a desire for special job assignment will first be considered for the vacancy. In the event the senior employee is passed over, he/she upon request, shall be notified in writing and given the reasons why the individual was passed over. Upon written request of the employee, the Association shall be furnished a copy of such reasons. The Association agrees that the Employer's decision to terminate an assignment is not grievable. The Association also agrees that the Employer's decision to terminate an employee from that assignment during the first six (6) months shall not be grievable. The Employer agrees that after six (6) continuous months service, the Employer shall terminate an employee from the special assignment only with just cause.

Section 4. Layoff Rights. When a layoff becomes necessary, the employee with the least seniority in the job classification in which the layoff is to take place will be laid off first. Employees shall be given thirty (30) days notice prior to layoff. The last employee laid off will be the first to be recalled for work. No new employees will be hired until the layoff list has been exhausted. Names shall be retained on the layoff list for a minimum of two (2) years or for a period of time equal to the employee's total seniority, up to a maximum of five (5) years.

Section 5. Bumping. An employee being laid off shall have the right to any vacant position in the same classification which he/she holds at the time of layoff, if he/she meets the qualifications for the vacancy. If no such vacancy exists, or if the employee elects not to fill said vacancy, any permanent or probationary employee about to be laid off shall have the right to bump the employee with the least classification seniority in the same class statewide. In the event that the employee about to be laid off elects not to bump, he/she shall be demoted to displace the least senior employee who has less seniority in the next lower classification in which he/she previously worked, unless he/she elects to be laid off.

ARTICLE XXVI (cont.)

SENIORITY

Section 6. Seniority Lists. Within three (3) months after the effective date of this Agreement, and annually thereafter, the Employer will post a seniority list in each district office, containing the names, classification, and relative seniority position of the employees. The Employer will provide a copy of the seniority list to the Association President.

Section 7. Employee Status. The Employer shall furnish the Association with the names, addresses, and classifications of new hires, separations, or changes in classification or status of employees within thirty (30) calendar days of such action.

## ARTICLE XXVII

### INSURANCE

Section 1. Group Insurance. The Employer agrees to maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of Insurance and the certificates issued thereunder. 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.

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.

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 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 Worker's 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

ARTICLE XXVII (cont)  
INSURANCE

absences. Part-time or seasonal employees who do not meet the 75% time requirements set forth above may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For employees age sixty-five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

Section 3. Employer Contribution for Health Insurance. Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the health, surgical, medical and hospital coverages specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total employee Blue Cross and Blue Shield insurance premium, not to exceed the total cost for employee coverage.

Effective July 1, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to ninety percent (90%) of the total dependent Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan or any other plan offered by the Employer. A brief description of each of the HMO plans and Blue Cross and Blue Shield of Minnesota Plan is contained in Appendix M. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 4. Insurance Payment. Employees employed by the Employer on July 1, 1981 who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981, and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Employees employed by the Employer on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 6, 1982 and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October, 1982 provided there has been no break in continuous service between July 1, 1981 and October 6, 1982.

Employees shall be considered to be employed on July 1, 1981, October 7, 1981 and October 6, 1982 if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

ARTICLE XXVII (cont)  
INSURANCE

Section 5. 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 HMO or the Health Insurance Carrier pursuant to the provisions of M.S. 176.191, Subd. 3.

Section 6. Employer Contribution for Dental Insurance. Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective July 1, 1981, the Employer shall pay one-half ( $\frac{1}{2}$ ) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to one-half ( $\frac{1}{2}$ ) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

A brief description of the dental plans is contained in Appendix N.

Section 7. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

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

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 for each dependent and up to one-half ( $\frac{1}{2}$ ) the principal sum carried by the employee for the spouse shall also be available for purchase by the employee.

Section 8. Optional Insurance. The following optional insurance protection shall be available for purchase by eligible employees:

ARTICLE XXVII (cont)  
INSURANCE

A. Short Term Salary Continuance. Provides benefits of \$140-\$1,000, 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.

B. Long Term Salary Continuance. Provides benefits of \$200-\$1,000, based on the employee's salary, commencing on the 181st day of total disability.

C. 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 9. 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 and medical benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 10. 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 insurance programs for an additional six (6) months at their own expense at the group premium rates.

Section 11. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 3 and 4 above during the period August 15 - September 30 each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

Section 12. Death Benefit. Employees who retire on or after July 1, 1981, shall be entitled to a \$500.00 cash death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is eligible for an annuity under a State retirement program. A \$500.00 cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after July 1, 1981 and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

## ARTICLE XXVIII

### WAGES

#### Section 1. Conservation Officers' and Crime Investigators' Salaries.

- A. 1981-1982 Salary Ranges. The 1981-1982 Salary Ranges for Natural Resources Specialists I, II, III and IV and for Crime Investigator and Crime Investigator Team Leader shall be those contained in Appendices "D" and "G," effective July 1, 1981.
- B. Conversion. Effective July 1, 1981, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.
- C. 1982-1983 Salary Ranges. The 1982-1983 Salary Ranges for Natural Resources Specialists I, II, III and IV (Pilot), and for Crime Investigator and Crime Investigator Team Leader shall be those contained in Appendices "E" and "H," effective July 14, 1982.
- D. Conversion. Effective July 14, 1982, all employees shall be assigned to the same relative salary step within the salary range for their respective classification. Effective January 12, 1983, all employees shall be assigned to same relative salary step within the salary ranges for their respective classification contained in either Appendix "F" or "I."
- E. Progression. Employees in the classifications Natural Resources Specialist I, II, III or IV (Pilot), or Crime Investigator and Crime Investigator Team Leader may receive a one (1) step salary increase annually on their anniversary date until reaching the "position rate" in their salary range, provided satisfactory performance is indicated by their Appointing Authority. 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 a one (1) step salary increase biennially on their anniversary date, provided satisfactory performance is indicated by their Appointing Authority, but such increases shall not exceed the maximum salary rate for their class.

Increases shall not be granted for employees who have not satisfactorily performed during the preceding year. Denial of a step increase shall not be grievable. Increases withheld may subsequently be granted upon certification by the Appointing Authority that the employee is achieving satisfactory performance.

ARTICLE XXVIII (cont.)

WAGES

- F. Salary in New Positions. Employees who are appointed to new classifications having a higher rate of pay during the life of this Agreement shall be advanced at least to the next higher rate of pay within the range or to the minimum salary of the new class, whichever is greater. At the discretion of the Employer, an employee may be appointed at a higher rate than the step specified above.
- G. Work Out of Class. When an employee is expressly assigned to perform all the duties of a position allocated to a different classification that is temporarily unoccupied for reasons other than vacation or short periods of sick leave, and the work out of class assignment exceeds 15 consecutive work days, the employee when assigned to work in a lower or equal class shall be paid for all such hours at the employee's current rate of pay; or when assigned to work in a higher class shall be paid for all such hours at a rate within a higher range which is equal to the minimum rate for the higher class or one step higher than the employee's current salary, whichever is greater.
- H. Probationary Period. Employees hired into the classes of Natural Resources Specialist I, III or IV, Crime Investigator and Crime Investigator Team Leader shall serve a probationary period of 1,044 straight-time compensated hours. Probationary employees serving an initial probationary period who are not certified or who are terminated shall not have access to the grievance procedure regarding such non-certification or termination. Permanent employees serving a subsequent probationary period shall not have access to the grievance procedure regarding non-certification.

Section 2. State Patrol Salaries.

- A. 1981-1982 Salary Ranges. The 1981-1982 Salary Ranges for Trooper, Trooper 1 Corporal, and Staff Sergeant shall be those contained in Appendix "J," effective July 1, 1981.
- B. Conversion. Effective July 1, 1981, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.
- C. 1982-1983 Salary Ranges. The 1982-1983 Salary Ranges for Trooper, Trooper I, Corporal, and Staff Sergeant shall be those contained in Appendix "K," effective July 14, 1982.
- D. Conversion. Effective July 14, 1982, all employees shall be assigned to the same relative salary step within the salary range for their respective classification. Effective January 12, 1983, all employees shall be assigned to the same relative step within the salary range for their respective classification as contained in Appendix "L."
- E. Station Sergeant Pay. Employees designated as "Station Sergeant" shall receive an additional three percent (3%) above the current rate rounded to the nearest dollar for the duration of the appointment.



ARTICLE XXVIII (cont.)

WAGES

- F. Freeway Trooper Pay. Employees who are permanently assigned exclusively to Twin City Metropolitan freeway duty shall be designated as Freeway Trooper and shall be compensated \$50.00 dollars per month above their current salary when so assigned. The discretion of such assignments shall be vested solely in the Employer and such assignments shall be limited to stations determined by the Chief State Patrol Officer.
- G. Shift Differential. Because of the frequency of changes in shift assignments, starting and stopping times, and rotation of shifts, thereby making shift premiums difficult to determine, effective the first payroll period after July 1, 1975, the Employer will increase the wages of all employees fifteen (\$15.00) dollars per month in lieu of any shift differential.
- H. Pilot Pay. Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Fixed Wing) and licensed by the F.A.A. as Fixed Wing pilots shall be compensated at the rate of \$140.00 per month over his/her base pay. Personnel designated by the Chief State Patrol Officer as State Patrol Pilots (Helicopter) licensed by the F.A.A. as Helicopter Pilots shall be compensated at the rate of \$175.00 per month over his/her base pay. The Chief Pilot as designated by the Chief State Patrol Officer shall be compensated at the same rate of pay as Captain during his/her assignment as Chief Pilot. If any State Patrol Pilot holds both the Fixed Wings and Helicopter pilot ratings, he/she shall receive compensation for the Helicopter Pilot rating only.
- I. Probationary Period. Employees hired into the classes of Trooper, and Staff Sergeant shall serve a probationary period of 1,044 straight-time compensated hours. Probationary employees serving an initial probationary period who are not certified or who are terminated shall not have access to the grievance procedure regarding such non-certification or termination. Permanent employees serving a subsequent probationary period shall not have access to the grievance procedure regarding non-certification.

## ARTICLE XXIX

### SAVINGS CLAUSE .

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

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

ARTICLE XXX

COMPLETE AGREEMENT AND WAIVER CLAUSE

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

ARTICLE XXXI

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the first day of July, 1981, subject to ratification by the Seventy-Second (72nd) or subsequent session of the Legislature and shall remain in full force and effect through the thirtieth day of June, 1983.

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

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

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

In witness whereof, the parties hereto have set their hands this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

FOR THE ASSOCIATION

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

FOR THE EMPLOYER

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

# APPENDIX A - VACATION

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

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

No. Hours Worked During Pay Period	0 thru 3 years, if appointed on or after 7/1/79	0 thru 3 years, if appointed before 7/1/79	After 3 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 years
Less than 9½	0	0	0	0	0	0	0
At least 9½ but less than 19½	1/2	3/4	3/4	1	1-1/4	1-1/2	1-1/2
At least 19½, but less than 29½	3/4	1	1	1-1/4	1-3/4	2	2
At least 29½, but less than 39½	1	1-1/2	1-1/2	2	2-3/4	3	3
At least 39½, but less than 49½	1-1/2	2	2	2-1/2	3-1/2	3-3/4	4
At least 49½, but less than 59½	2	2-1/2	2-1/2	3-1/4	4-1/2	4-3/4	5
At least 59½, but less than 69½	2-1/4	3	3	3-3/4	5-1/4	5-3/4	6
At least 69½, but less than 79½	2-3/4	3-1/2	3-1/2	4-1/2	6-1/4	6-3/4	7
At least 79½	3	4	4	5	7	7-1/2	8

APPENDIX B - SICK LEAVE

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

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

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

## APPENDIX C - CODE OF ETHICS

### Statement of purpose.

A. The observance of high ethical standards by state employees is essential to the conduct of free government. The employee holds his or her position as a public trust and any effort to realize personal gain through official conduct is a violation of that trust.

B. It is recognized that employees should have equal opportunity with all citizens to develop private, economic and social interests and that it is therefore necessary to distinguish between those minor and inconsequential conflicts which are unavoidable in a free society and those conflicts which are substantial and material and conflict with the employee's responsibility to the public.

C. It is further recognized that employees are granted certain rights to organize and participate in labor or employee organizations under Minn. Stat. §§ 179.61-179.77. These rules shall not be interpreted to apply to any activity which is protected by Minn. Stat. §§ 179.61-179.77 or agreements and practices thereunder nor to prevent a current or former employee from accepting employment with a labor or employee organization representing employees.

D. The standards of conduct for employees in the performance of their official duties set forth in this chapter are intended to identify potential conflicts of interest, eliminate actual conflicts of interest, improve standards of public service and promote and strengthen the faith and confidence of the people of the State in their government. It is further intended that these standards shall serve both as a guide for official conduct and as a basis for disciplinary action.

### Definitions.

A. "Agency" means a department, commission, board, institution or other entity in the executive branch in which all positions are under the same appointing authority.

B. "Appointing Authority" means a person or group of persons empowered by the constitution, by statute or by lawfully delegated authority to make appointments to positions in state service.

C. "Business" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, organization, self-employed individual or any other legal entity which engages either in non-profit or profit-making activities.

D. "Confidential information" means any information obtained under government authority which has not become part of the body of public information and which, if released prematurely or in non-summary form, would provide unfair economic advantage or adversely affect the competitive position of an individual or a business.

E. "Employee" means any classified or unclassified employee of the executive branch. Where specific provisions of Minn. Stat. ch. 10A apply to employees and would conflict with any of these rules, the provisions of Minn. Stat. ch. 10A will apply to that specific instance.

APPENDIX C - CODE OF ETHICS (cont.)

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

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

A. Advertising gifts of nominal value having wide distribution.

B. Plaques or similar mementoes recognizing individual service in a field of specialty or to a charitable cause.

C. Payment or reimbursement of expenses for travel or meals, not to exceed actual expenses incurred, which are not reimbursed by the State and which have been approved in advance by the appointing authority as part of a work assignment.

D. Honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time for which they are not compensated by the State.

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

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

Conflicts of interest.

A. An employee shall not use or attempt to use his or her position to secure benefits, privileges, exemptions or advantages for the employee or others different from those available to the general public.

B. An employee shall not accept other employment which will affect his or her independence of judgment in the exercise of the employee's official duties.

C. An employee shall not act as agent or attorney in any action or matter pending before the agency by which he or she is employed except in the proper discharge of official duties or on the employee's own behalf.

D. When an employee believes the potential for a conflict of interest exists, it is his or her duty to take action to avoid the situation. The employee shall:



APPENDIX C - CODE OF ETHICS (cont.)

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

and

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

and

3. Take either of the following courses of action:

a. Deliver the statement to his or her appointing authority and request a clarification of the possibility of a conflict of interest. The appointing authority may request an advisory opinion from the Commissioner of Employee Relations or legal counsel. A copy of any advisory opinion issued by an appointing authority shall be sent to the Commissioner of Employee Relations.

b. Request an advisory opinion directly from the Commissioner of Employee Relations by delivering the statement to the Commissioner. The Commissioner shall issue an advisory opinion within seven days and provide a copy to the employee and appointing authority.

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

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

a. The use for private gain or advantage of State time, facilities, equipment or supplies or the badge, uniform, prestige or influence of the State office or employment;

b. Receipt or acceptance by the employee of any money or other thing of value from anyone other than the State for the performance of an act which the employee would be required or expected to perform in the regular course or hours of State employment or as part of his or her duties as an employee;

c. Employment by a business which is subject to the direct or indirect control, inspection, review, audit or enforcement by the employee;

d. The performance of an act in other than his or her capacity as an employee which may later be subject directly or indirectly to the control, inspection, review, audit or enforcement by the employee.

APPENDIX C - CODE OF ETHICS (cont.)

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

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

APPENDIX "D"  
RATES OF PAY  
EFFECTIVE JULY 1, 1981

Step:		A	B	C	D	E	F	G	H	I
Natural Resources	YR	15,681	16,224	16,829	17,414	18,061	18,729	19,439		
Specialist	MO	1307	1352	1402	1451	1505	1561	1620		
I (Cons. Off)	HR	7.51	7.77	8.06	8.34	8.65	8.97	9.31		
Natural Resources	YR	16,224	16,829	17,414	18,061	18,729	19,439	20,170	20,901	21,694
Specialist	MO	1352	1402	1451	1505	1561	1620	1681	1742	1808
II (Cons. Off.)	HR	7.77	8.06	8.34	8.65	8.97	9.31	9.66	10.01	10.39
Natural Resources	YR	18,061	18,729	19,439	20,170	20,901	21,694	22,509	23,365	24,242
Specialist	MO	1505	1561	1620	1681	1742	1808	1876	1947	2020
III (Cons. Off.)	HR	8.65	8.97	9.31	9.66	10.01	10.39	10.78	11.19	11.61
Natural Resources	YR	20,170	20,901	21,694	22,509	23,365	24,242	25,160	26,121	27,102
Specialist	MO	1681	1742	1808	1876	1947	2020	2097	2177	2259
IV (Pilot)	HR	9.66	10.01	10.39	10.78	11.19	11.61	12.05	12.51	12.98

APPENDIX "E"  
RATES OF PAY  
EFFECTIVE JULY 14, 1982

Step:		A	B	C	D	E	F	G	H	I
Natural										
Resources	YR	16,704	17,289	17,915	18,541	19,230	19,940	20,713		
Specialist	MO	1392	1441	1493	1545	1603	1662	1726		
I (Cons. Officer)	HR	8.00	8.28	8.58	8.88	9.21	9.55	9.92		
Natural										
Resources	YR	17,289	17,915	18,541	19,230	19,940	20,713	21,486	22,258	23,114
Specialist	MO	1441	1493	1545	1603	1662	1726	1790	1855	1926
II (Cons. Officer)	HR	8.28	8.58	8.88	9.21	9.55	9.92	10.29	10.66	11.07
Natural										
Resources	YR	19,230	19,940	20,713	21,486	22,258	23,114	23,970	24,889	25,808
Specialist	MO	1603	1662	1726	1790	1855	1926	1998	2074	2151
III (Cons. Officer)	HR	9.21	9.55	9.92	10.29	10.66	11.07	11.48	11.92	12.36
Natural										
Resources	YR	21,486	22,258	23,114	23,970	24,889	25,808	26,789	27,812	28,856
Specialist	MO	1790	1855	1926	1998	2074	2151	2232	2318	2405
IV (Pilot)	HR	10.29	10.66	11.07	11.48	11.92	12.36	12.83	13.32	13.82

APPENDIX "F"  
 . RATES OF PAY  
 EFFECTIVE JANUARY 12, 1983

Step:		A	B	C	D	E	F	G	H	I
Natural Resources	YR	17,205	17,811	18,458	19,105	19,815	20,546	21,339		
Specialist	MO	1434	1484	1538	1592	1651	1712	1778		
I (Cons. Officer)	HR	8.24	8.53	8.84	9.15	9.49	9.84	10.22		
Natural Resources	YR	17,811	18,458	19,105	19,815	20,546	21,339	22,133	22,926	23,803
Specialist	MO	1484	1538	1592	1651	1712	1778	1844	1911	1984
II (Cons. Officer)	HR	8.53	8.84	9.15	9.49	9.84	10.22	10.60	10.98	11.40
Natural Resources	YR	19,815	20,546	21,339	22,133	22,926	23,803	24,680	25,641	26,580
Specialist	MO	1651	1712	1778	1844	1911	1984	2057	2137	2215
III (Cons. Officer)	HR	9.49	9.84	10.22	10.60	10.98	11.40	11.82	12.28	12.73
Natural Resources	YR	22,133	22,926	23,803	24,680	25,641	26,580	27,582	28,647	29,712
Specialist	MO	1844	1911	1984	2057	2137	2215	2299	2387	2476
IV (Pilot)	HR	10.60	10.98	11.40	11.82	12.28	12.73	13.21	13.72	14.23

APPENDIX "G"  
 RATES OF PAY  
 EFFECTIVE JULY 1, 1981

Step:		A	B	C	D	E	F	G	H	I
Crime	YR	22,154	22,905	23,720	24,597	25,474	26,371	27,353	28,334	
Investigator	MO	1846	1909	1977	2050	2123	2198	2279	2361	
	HR	10.61	10.97	11.36	11.78	12.20	12.63	13.10	13.57	
Crime	YR	22,905	23,720	24,597	25,474	26,371	27,353	28,334	29,336	30,401
Investigator	MO	1909	1977	2050	2123	2198	2279	2361	2445	2533
Team Leader	HR	10.97	11.36	11.78	12.20	12.63	13.10	13.57	14.05	14.56

APPENDIX "H"  
 . RATES OF PAY  
 EFFECTIVE JULY 14, 1982

Step:		A	B	C	D	E	F	G	H	I
Crime	YR	23,594	24,388	25,265	26,204	27,123	28,084	29,123	30,172	
Investigator	MO	1966	2032	2105	2184	2260	2340	2427	2514	
	HR	11.30	11.68	12.10	12.55	12.99	13.45	13.95	14.45	
Crime	YR	24,388	25,265	26,204	27,123	28,084	29,128	30,172	31,236	32,385
Investigator	MO	2032	2105	2184	2260	2340	2427	2514	2603	2699
Team Leader	HR	11.68	12.10	12.55	12.99	13.45	13.95	14.45	14.96	15.51

APPENDIX "I"  
RATES OF PAY  
EFFECTIVE JANUARY 12, 1983

Step:		A	B	C	D	E	F	G	H	I
Crime	YR	24,304	25,119	26,016	26,998	27,937	28,919	30,005	31,069	
Investigator	MO	2025	2093	2168	2250	2328	2410	2500	2589	
	HR	11.64	12.03	12.46	12.93	13.38	13.85	14.37	14.88	
Crime	YR	25,119	26,016	26,998	27,937	28,919	30,005	31,069	32,176	33,366
Investigator	MO	2093	2168	2250	2328	2410	2500	2589	2681	2781
Team Leader	HR	12.03	12.46	12.93	13.38	13.85	14.37	14.88	15.41	15.98



# APPENDIX "J"

## RATES OF PAY

EFFECTIVE JULY 1, 1981

### Total Years of Service

			After 6 Mos.	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 7 Yrs.	After 12 Yrs.	After 13 Yrs.
Trooper	YR	Base	16,349	16,975	18,333	19,001	19,836	20,859	21,611	22,425
	MO		1362	1415	1528	1583	1653	1738	1801	1869
	HR		7.83	8.13	8.78	9.10	9.50	9.99	10.35	10.74

		After 5 Yrs.	After 12 Yrs.	After 13 Yrs.
Trooper I	YR	21,611	22,425	23,281
	MO	1801	1869	1940
	HR	10.35	10.74	11.15

		After 10 Yrs.	After 13 Yrs.	After 20 Yrs.
Corporal	YR	22,759	23,365	23,636
	MO	1897	1947	1970
	HR	10.90	11.19	11.32

		After 7 Yrs.	After 8 Yrs.	After 9 Yrs.	After 10 Yrs.	After 11 Yrs.	After 12 Yrs.	After 13 Yrs.	After 20 Yrs.
Staff Sergeant	YR	22,864	23,281	23,720	24,200	24,638	25,077	25,515	25,933
	MO	1905	1940	1977	2017	2053	2090	2126	2161
	HR	10.95	11.15	11.36	11.59	11.80	12.01	12.22	12.42

# APPENDIX "K"

## RATES OF PAY

EFFECTIVE JULY 14, 1982

### Total Years of Service

		Base	After 6 Mos.	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 7 Yrs.	After 12 Yrs.	After 13 Yrs.
Trooper	YR	17,414	18,082	19,523	20,233	21,131	22,216	23,010	23,887	24,785
	MO	1451	1507	1627	1686	1761	1851	1917	1991	2065
	HR	8.34	8.66	9.35	9.69	10.12	10.64	11.02	11.44	11.87

		After 5 Yrs.	After 12 Yrs.	After 13 Yrs.
Trooper I	YR	23,010	23,887	24,785
	MO	1917	1991	2065
	HR	11.02	11.44	11.87

		After 10 Yrs.	After 13 Yrs.	After 20 Yrs.
Corporal	YR	24,242	24,889	25,181
	MO	2020	2074	2098
	HR	11.61	11.92	12.06

		After 7 Yrs.	After 8 Yrs.	After 9 Yrs.	After 10 Yrs.	After 11 Yrs.	After 12 Yrs.	After 13 Yrs.	After 20 Yrs.
Staff Sergeant	YR	24,346	24,785	25,265	25,766	26,246	26,706	27,165	27,624
	MO	2029	2065	2105	2147	2187	2225	2264	2302
	HR	11.66	11.87	12.10	12.34	12.57	12.79	13.01	13.23

APPENDIX "L"  
RATES OF PAY  
EFFECTIVE JANUARY 12, 1983

Total Years of Service

			After 6 Mos.	After 1 Yr.	After 2 Yrs.	After 3 Yrs.	After 4 Yrs.	After 7 Yrs.	After 12 Yrs.	After 13 Yrs.
Trooper	YR	Base	17,936	18,625	20,107	20,838	21,757	22,884	23,699	24,597
	MO		1495	1552	1676	1737	1813	1907	1975	2050
	HR		8.59	8.92	9.63	9.98	10.42	10.96	11.35	11.78

		After 5 Yrs.	After 12 Yrs.	After 13 Yrs.
Trooper I	YR	23,699	24,597	25,536
	MO	1975	2050	2128
	HR	11.35	11.78	12.23

		After 10 Yrs.	After 13 Yrs.	After 20 Yrs.
Corporal	YR	24,972	25,641	25,933
	MO	2081	2137	2161
	HR	11.96	12.28	12.42

		After 7 Yrs.	After 8 Yrs.	After 9 Yrs.	After 10 Yrs.	After 11 Yrs.	After 12 Yrs.	After 13 Yrs.	After 20 Yrs.
Staff Sergeant	YR	25,077	25,536	26,016	26,538	27,040	27,499	27,979	28,459
	MO	2090	2128	2168	2212	2253	2292	2332	2372
	HR	12.01	12.23	12.46	12.71	12.95	13.17	13.40	13.63

Unit 2: Craft, Maintenance & Labor  
Unit 3: Service  
Unit 4: Health Care Non-Professionals  
Unit 6: Clerical & Office  
Unit 7: Technical  
Unit 8: Correctional Guards

Units 2,3,4,6,7&8  
AFSCME

# After 22 days . . .

## A new agreement and a new sense of pride

The 22-day strike by AFSCME Council 6 is history. Whether you were on strike in the Metro Area, Willmar, Rainy River, or wherever, the strike had a major impact. Now that it's over, every local union obviously has its own strike stories to recall of events which took place during the three weeks.

When negotiations with the State first began in December, 1980 no one knew at that time whether a strike would be necessary to ratify a new agreement.

No one likes a strike. That is why every attempt is made in negotiations to avert a strike. But sometimes they become a necessity, such as when it becomes totally apparent that a fair and equitable settlement can't be worked out.

No one has to tell you what a drastic action it is to go out on strike. Council 6 offered numerous strike preparedness training classes last spring in the event a strike occurred. The courses received excellent attendance in all areas of the State. Probably many members felt the training wouldn't have to be put to use, but on July 20 everyone began to realize the value of those classes.

From day one of the strike, AFSCME members banded

together in an unforgettable show of solidarity. This is the glue that held the strike together, the adhesive which showed the Union's determination.

While members were out walking picket lines, attending to local union strike headquarters, and soliciting financial and related contributions, the Council 6 Office took on its own hectic pace.

Council 6 Director Bob Currie made a number of visits to various regions of the State to get a personal feel for how the strike was progressing. As the strike wore on, other Council 6 and Area Office officials made visits to such cities as St. Cloud, Mankato, and Detroit Lakes, to name a few.

In addition to attending to all of the strike business, Currie met daily — often twice a day — with the press. Even before the strike began, the Union acknowledged the importance of maintaining effective contacts with the press. While the media sought out the Union's comment on every issue or item which would arise in regard to the strike, the press also relied upon Council 6 to make itself accessible. This accessibility came in the form of press briefings and press conferences.

## Highlights of the new Council 6 agreement

The following language includes highlights of the new agreement. As this issue goes to press, the new contracts are being printed and will be distributed to the membership as soon as they are available.

**First year wage increase:** Effective August 11, 1981, all wage rates were increased by 58c-hour or 8 percent plus 7c per hour whichever is greater. In Units 2 and 8, existing differentials of 12c and 6c respectively were continued and extended to all other employees in these two units. In Unit 7, an additional step was added to the pay range. (In both years, regular step increases are possible as available.)

**Second year wage increase:** Units 2, 7, and 8 will receive a 6 percent general wage increase effective June 30, 1982 and a 3 percent general wage increase

effective December 29, 1982. Units 3, 4, and 6 will receive a cost of living adjustment effective December 29, 1982 (at 10 percent inflation, the two COLAs would total 70-72c per hour).

**Health Insurance:** Effective October 7, 1981, the state will pay up to \$56.06-month for single coverage and \$76.94-month for dependent coverage. These are the rates for the Blues. This rate is the maximum payment for any state employee health plan. Employees enrolled in the Blues as of July 1, 1981, and still enrolled as of October 7, 1981, will receive a \$50 payment to compensate for increasing the major medical deductible from \$50 to \$100. Effective October 6, 1982, the state will pay a flat rate equal to the full Blue Cross-Blue Shield single coverage and a flat rate equal to 90 percent of the Blues dependent coverage. This rate will be established as a maximum toward

any plan. Employees enrolled in the Blues as of July 1, 1981, and still enrolled as of October 6, 1982, will receive another \$50 payment.

**Dental Insurance:** Effective October 7, 1981, the state will pay up to \$8.38-month for single coverage and up to \$9.58-month for dependent coverage, this equals full cost of Delta Dental single coverage and one-half the cost of Delta Dental dependent coverage. Effective October 6, 1982, the state will pay a flat rate equal to the full cost of Delta single coverage and a flat rate equal to one-half the cost of Delta dependent coverage.

**Wage Inequity adjustments** from one to three pay ranges were also received by employees in 25 job classifications.

**Shift differential** was increased from 20c to 30c per hour.

**Former "A" Schedule employees** will be under the old "C" Schedule step progression language.

# June, July retirees

The following state and university employees retired from service during June and July. AFSCME Council 6 extends to these new retirees best wishes for a long and prosperous retirement!

Lillian E. Bodin, Local 701, Willmar State Hospital  
Cleda L. Kroening, L. 1307, Anoka State Hospital  
Taisto W. Koski, L. 1426, Virginia DOT  
Charles F. Jackson, L. 947, Oak Terrace Nursing Home  
Elizabeth W. Durant, L. 947, Oak Terrace Nursing Home

Lucille A. Volkman, L. 1574, Brainerd State Hospital  
Lydia A. Rangen, L. 1574, Brainerd State Hospital  
Aldrich W. Anderson, L. 638, Mankato State University  
Vera M. Blakley, L. 593, Rochester State Hospital  
George V. Smith, L. 1574, Brainerd State Hospital  
Leo J. Giovannini, L. 22, Economic Security  
Leo F. Johannessohn, L. 1692, Dept. of Natural Resources

Vera W. Venero, L. 607, Faribault State Hospital  
Arvo A. Alto, L. 2728, Statewide Corrections  
Howard W. Goble, L. 1574, Brainerd State Hospital  
Kenneth C. Moyer, L. 638, Mankato State University  
Lydia A. Fields, L. 638, Mankato State University  
Orton G. Urseth, L. 1426, Virginia DOT  
Helen I. Sammon, L. 607, Faribault State Hospital  
Roy A. Pentilla, L. 695, Duluth DOT  
Dorothy F. Lashomb, L. 22, Economic Security  
Gordon E. Elmstrand, L. 604, St. Cloud DOT  
Ethel L. Greenwald, L. 735, Fergus Falls State Hospital  
Ladonna V. Dallman, L. 607, Faribault State Hospital  
Donald Handevitt, L. 1465, Dept. of Natural Resources  
Walter Roginski, Jr., L. 2728, Statewide Corrections  
Harold A. Christianson, L. 1013, Detroit Lakes DOT  
Roman H. Euteneuer, L. 753, St. Cloud State University  
Richard J. Reddy, L. 2672, Dept. of Labor and Industry  
Clara V. Chicone, L. 1011, Metro DOT  
Doris M. Nordin, L. 390, Cambridge State Hospital  
Phyllis E. Elbert, L. 614, St. Peter State Hospital  
Woodrow R. Nixon, L. 718, Dept. of Natural Resources  
James F. Butler, L. 701, Willmar State Hospital  
Faye L. Peterson, L. 22, Economic Security  
Frances T. Huss, L. 1307, Anoka State Hospital  
Margaret M. Giere, L. 593, Rochester State Hospital  
Roberta M. Koder, L. 390, Cambridge State Hospital  
George D. Klocow, L. 614, St. Peter State Hospital  
Geraldine H. Gibbs, L. 607, Faribault State Hospital  
Raymond E. Mensinger, L. 735, Fergus Falls State Hospital

Bernice L. Engmark, L. 390, Cambridge State Hospital  
Elmer M. Lange, L. 701, Willmar State Hospital  
Ethel V. Larson, L. 1092, Moose Lake State Hospital  
Maxine H. Crosby, L. 1574, Brainerd State Hospital  
Frances L. Krueger, L. 593, Rochester State Hospital  
George R. Koonce, L. 920, Dept. of Health  
Agnes A. Saunders, L. 1307, Anoka State Hospital  
Lydia E. Atchison, L. 22, Economic Security  
Violet L. Berglund, L. 390, Cambridge State Hospital  
John A. Curtis, L. 593, Rochester State Hospital  
Vivian M. Handley, L. 753, St. Cloud State University  
Florence F. Kingland, L. 607, Faribault State Hospital



Contract signing took place in the Space Center Building prior to presenting the State agreement to the Legislative Commission on Employee Relations. Above, Bob Currie (left), Council 6 director, and Mike Haney, Council 6 vice president, sign several copies of the recently-ratified document.

Teresa M. Kerkliet, L. 2385, Southwest State University  
Martha C. Lidke, L. 390, Cambridge State Hospital  
Myrnita B. Hinds, L. 593, Rochester State Hospital  
Elaine J. Goodroad, L. 1164, U of M

## Roe appointed co-chair of Minnesota Wellspring

The creation of "Minnesota Wellspring," a technology options project, was formally announced Sept. 21 by Gov. Al Quie, who described Wellspring as "a creative collaboration of labor, business, agriculture, education and government committed to generating economic growth and technologically-based jobs in Minnesota."

Quie was joined by Co-chairmen David Roe, Minnesota AFL-CIO President, and Raymond Plank, Apache Corporation Chairman, in introducing the project at a press conference at the State Capitol.



Paul Larson (right) Council 6 staff representative of affiliates in the swearing-in of new officers for Dept. of Corrections Statewide L. 2728. (L to r): (Bob Webb, John DeMaster, Joe Sauro, former president; Bill Fair, former vice president; John Frederickson, president; and, Steve Hesse, vice president.

Although the press was relied upon to bring the members the most up-to-the-minute information, Council 6 also made every effort to keep the lines of communication fully open. Each day of the strike, the Council issued a "Strikers' Alert," which was intended specifically for the strikers, and a "Strikers' Bulletin," which was intended for strikers to distribute to the general public.

After the first week of the strike, these leaflets were bused to outstate areas so that all members could keep abreast of the latest strike news issued out of the Council 6 Office.

While Council 6 staff representatives worked hard to see that their locals were getting along throughout the strike, a "hot line" was established in the Council 6 Office. Council 6 staff representative Bob Clegg spent many

long hours answering the phone calls from throughout the State as they came in. The problems varied in size and dimension. If Clegg couldn't respond to the situation, he would contact someone who could help.

After a great deal of frustration at the bargaining table, the agreement began to take some shape when the strike entered its third week. On August 10, a tentative agreement was reached between the Union and the State.

AFSCME Council 6 (or anyone else) has never been involved in anything comparable to the strike's magnitude. There are many people to be thanked for various support and contributions. If there is anything to be learned from the strike it is that by remaining cohesive, the membership flexes its muscle. And this newly-acquired strength has brought pride to all of the strikers.

#### **Language changes were negotiated in the following areas:**

- Class seniority for Highway Maintenance Worker, Sr. will be the total time in both the class of Maintenance Worker and Maintenance Worker, Sr.

- Employees whose agencies are merged into another agency on or after July 1, 1981, will keep their seniority in any such merger.

- An additional tie breaking step on seniority has been added. Previous state service will be used to break ties before breaking ties by lot.

- Employees on leaves of more than 14 days will have additional time to appeal errors on seniority rosters.

- **Article V, Hours of Work**, has been substantially re-written. Major changes as follows:

- 10-hour work days are also considered normal work days.

- Employees may now request that their posted schedule be changed.

- Winter maintenance schedule for DOT made part of Master Agreement.

- Flex-time schedules are authorized as part of the Master Agreement.

- Fixed night shifts in Units 3, 4, and 6 are mandated in DPW and Veterans' Affairs. Seniority shall govern temporary assignments to the fixed night shift.

- The change-over from daylight savings time to standard time and back again is now governed by Master language.

- All employees covered by the contract to get time and one-half overtime.

DPW institutions and DOT Metro Maintenance to have

seniority based overtime distribution systems.

- Compensatory banks are now governed by Master language.

- The birthday holiday is abolished and replaced with a floating holiday.

- Employees with 0 to 3 years of service will accrue vacation at the rate of 4 hours per pay period, not 3 hours.

- A new vacation approval system established for long vacations.

- Use of the over 900 hour sick leave bank to be governed by the regular Master language on sick leave use.

- The state and the union may agree to waive Article XII to allow employees injured at work to find a job they are now capable of handling.

- Grandchildren added to bereavement leave eligibility.

- Delegates to future Negotiations Assemblies will have their sick leave and vacation accrual rates protected while attending such assemblies.

- Structure of Safety Committees changed to be one union representative from each bargaining unit, in various seniority units.

- Safety shoes added to list of employer provided and paid for safety equipment.

**Article XII, Vacancies, Filling of Positions**, was re-written in a number of areas. Highlights are as follows:

- Reassignment rights of employee and management clarified.

- Vacancies in Junior-Senior plans to be posted at both levels. Senior level employees get first

shot at the vacancy.

- All employees in a class and seniority unit now eligible to bid on a vacancy in that class and seniority unit. This will allow employees to bid into different employment conditions.

- Employees to have recall rights into a different employment condition.

- Employees on layoff from one seniority unit to have rights to vacancies in another seniority unit before new workers hired off the street.

- Employees demoted because of a job audit will have their current salary protected and will remain eligible for all general wage adjustments or COLAs.

- Probationary periods to be as follows: Unit 2 — 348 hours; Units 3, 4, 6, 7, and 8 to be 696 hours. Entry HST's and Correctional Counselor I's to be 1044 hours.

- Time spent as a provisional or temporary employee which was immediately followed by a permanent appointment in the same class and seniority unit will decrease probationary period by up to one-half.

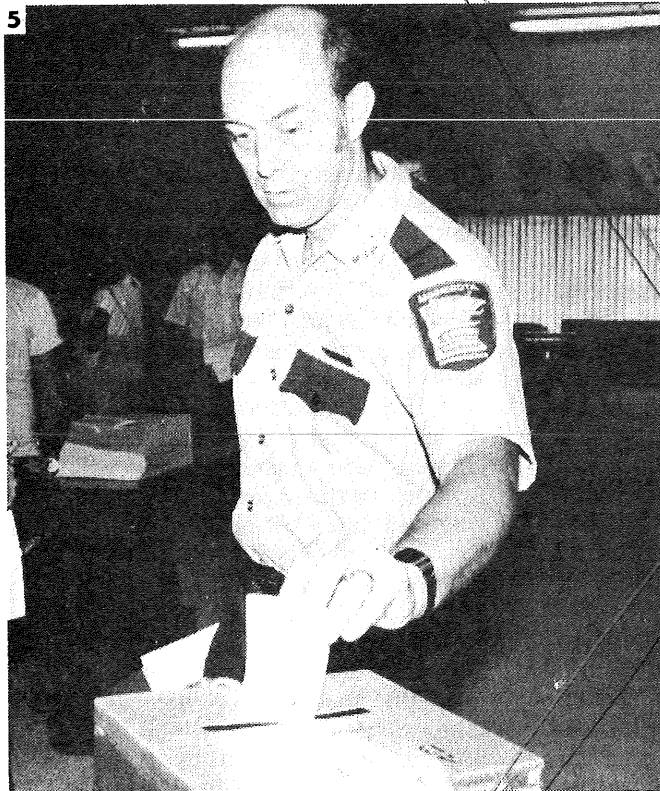
**Article XV, Layoff and Recall**, re-written. Major changes as follows:

- Layoffs to be least senior employee in seniority unit in same class and employment condition within 35 miles of position to be eliminated. Employee who is laid off will have two mandatory bumping options and nine optional bumping options.

- When employee in the senior class of a junior-senior plan is laid off and bumps back to the junior class, he or she will automatically

**See Highlights—Page 20**





## METRO AREA . . .





# Babbitt City Employees end 3-day strike

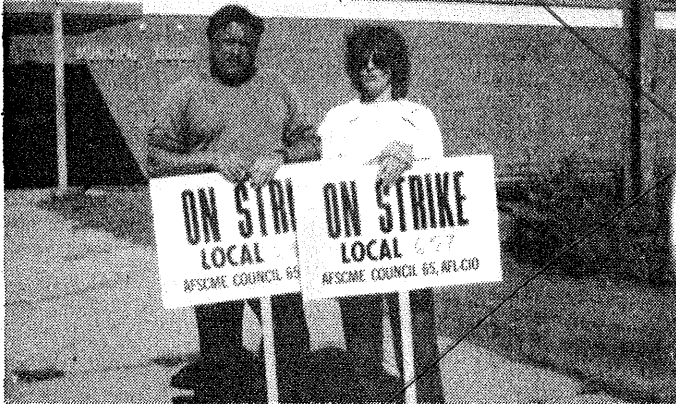
Babbitt City Employees Local 657 (Council 65) went out on strike for three days beginning August 17. According to Council 65 Staff Representative Quentin Roth, although wages were not the main issue of the strike, the Local 657 employees ended up receiving more in wages than the City agreed to initially.

For example, part-time barmaids received a cost-of-living-adjustment which they didn't have prior to the strike. Roth is calling the strike a 90 percent victory for the Union and a ten percent victory for the employer.

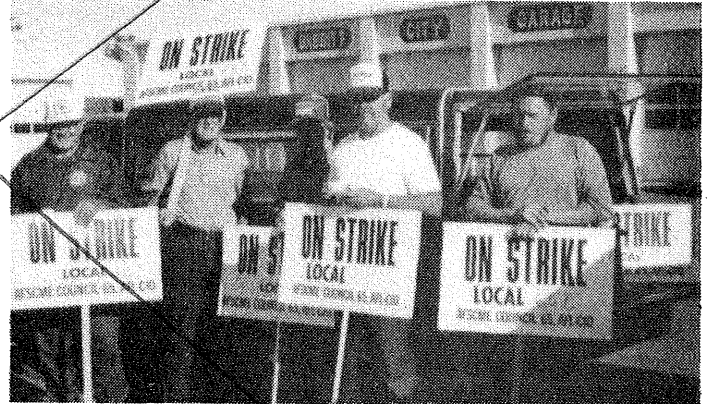
Employees in Local 657 work in the Babbitt City Street Department, Waste Water Treatment Department, and Liquor Store.

While the Babbitt City employees are now working under a new contract, Hibbing Library Employees are gearing up for negotiations which are expected to begin soon. The library employees' contract expires December 31.

Additional information on these negotiations will be forthcoming.



Members of Babbitt City Employees Local 657 were out on strike for three days beginning August 17. Left, Dennis Selander and Sharon Schmoll picket outside the City's



Municipal liquor store. Meanwhile, right, members of the City's Street Department arm themselves with signs outside the Babbitt City Garage.

## HIGHLIGHTS—

Continued from Page 9

be re-promoted to the senior class provided the employee is qualified to do so under the terms of that junior-senior plan.

— Employees other than confidential employees who take a position not represented by the Union have only the seniority held at the time they left a Council 6 bargaining unit for purposes of bumping.

— Laid off employees eligible for some or all relocation expenses if they must move to exercise a bump.

— Limited interruptions of employment which do not include all employees on a shift, class and work location will be done based upon inverse seniority.

— Class layoff lists created. This gives employees recall rights to different seniority units in the class from which they were laid off.

— Employees on layoff and "on the street" shall have priority rights to temporary openings in their class, seniority unit, and geographic area.

— Unclassified employees in

Public Safety and Military Affairs to have new recall rights.

— Wage garnishment documentation to not be kept in a personnel file.

— New permanent panel of five arbitrators to be created.

— New language added requiring that employees receive copies of performance evaluations.

— All health insurance contracts to conform to state law on obligation of carrier or HMO to pay claims when a Workers' Compensation dispute exists.

— Mileage rate increased from 19 cents to 24 cents when no state car available. When state car is available, rate increased from 14 cents to 19 cents. Employer has right to require use of a state car when one is available.

— Meal allowances increased to \$4, \$5, and \$9 — breakfast, lunch, and dinner, respectively.

— Joint affirmative action committee established. There will be eight Union members and eight employer members. This committee will establish a policy on sexual harassment and review affirmative action plans.

— Equipment differentials made uniform state-wide. Assignment language for DOT (metro), DOT (non-metro), DNR, and IRRRB included as part of Appendix F of the Master Agreement.

— Those sections of existing supplementals which do not conflict with Master language are continued.

— Specific Memorandum of Understandings adopted governing: holiday observance at St. Cloud Reformatory; overtime distribution at St. Cloud Reformatory; fixed night shifts at Sauk Centre; work uniforms at Lino Lakes; fixed night shifts at Department of Administration ISB; work uniforms in Administration and Public Safety; bidding during probationary period in DPW institutions and Veterans' Affairs; comp bank in Agriculture; comp banks, seasonal work crews, and seniority in DOT; alternate holidays in SUS; summer school in Braille and Deaf School; rights of seasonal employees in Revenue; and back to work agreement which was part of the strike settlement.

# Council 6 Directory

**LOCAL 16 — HASTINGS VETERANS HOME**  
 President: John Yanz  
 Vice-President: Myrna Olson  
 Secretary: Betty Keetley  
 Treasurer: Mark Wright

**LOCAL 22 — DEPT OF ECONOMIC SECURITY** Non-supervisors  
 President: Mike Haney  
 Vice-President: Jim Cronick  
 Secretary:  
 Treasurer: Craig Stowell

**LOCAL 106 — DEPT OF TRANSPORTATION-OWATONNA**  
 President: Allan Gerlach  
 Vice-President: Dave Johanson  
 Secretary: Charlene Hofius  
 Treasurer: Charlene Hofius

**LOCAL 280 — DEPT OF TRANSPORTATION-MANKATO**  
 President: Glen Draeger  
 Vice-President: Dale Himmelman  
 Secretary: James Ziegler  
 Treasurer: David Pederson

**LOCAL 315 — DEPT OF PUBLIC SAFETY**  
 President: Dayle Peterson  
 Vice-President: Judy Sullivan  
 Secretary: Rick Juth  
 Treasurer: Tom Aspling

**LOCAL 390 — CAMBRIDGE STATE HOSPITAL**  
 President: Shawn Stuempges  
 Vice-President: Sue Olson  
 Secretary: Arlice Wilson  
 Treasurer: Dale Kriesel

**LOCAL 438 — DEPT OF TRANSPORTATION-CROOKSTON**  
 President: Marilyn Raymond  
 Vice-President: Eldon Lilliquist  
 Secretary: Dale Prudhome  
 Treasurer: Ralph Smith

**LOCAL 586 — DEPT OF TRANSPORTATION-WINDOM**  
 President: Vern Westman  
 Vice-President: David Raley  
 Secretary: John Brommer  
 Treasurer: Harold Lanz

**LOCAL 588 — DEPT OF TRANSPORTATION-BRAINERD**  
 President: Vern Ferrian  
 Vice-President: Al Wiedewitsch  
 Secretary: Thomas Tschida  
 Treasurer: Thomas Tschida

**LOCAL 592 — DEPT OF TRANSPORTATION-WILLMAR**  
 President: Larry Dalien  
 Vice-President: Bruce DeBlieck  
 Secretary: Stan Tacheny  
 Treasurer: Jim Christensen

**LOCAL 593 — ROCHESTER STATE HOSPITAL**  
 President: Pat Foster  
 Vice-President: Randall Johnson  
 Secretary: Deloris Holt  
 Treasurer: Lillian Distad

**LOCAL 596 — SAUK CENTRE HOME SCHOOL**  
 President: Leigh Wiley  
 Vice-President: Lucia Hudy  
 Secretary: Karen Maeder  
 Treasurer: John Beilke

**LOCAL 599 — REFORMATORY FOR MEN — ST. CLOUD**  
 President: Ken Yozamp  
 Vice-President: Gene Raiche  
 Secretary: Celeste Trushenski  
 Treasurer: Wayne Longwell

**LOCAL 599B — SHAKOPEE REFORMATORY FOR WOMEN**  
 President: Gayl Madigan  
 Vice-President: Pete Eide  
 Secretary: Nan Herman  
 Treasurer: Kathi Hoffman

**LOCAL 600 — MINNESOTA STATE PRISON**  
 President: Tom Haefs  
 Vice-President: Dee Ann Celusta  
 Secretary: Fabian Palacio  
 Treasurer: Barb Frederick

**LOCAL 602 — MOORHEAD STATE UNIVERSITY**  
 President: Larry Nicholson  
 Vice-President: Dallas Gunkel  
 Secretary: James Eaton  
 Treasurer: Genevieve Clukey

**LOCAL 604 — DEPT. OF TRANSPORTATION-ST. CLOUD**  
 President: John Murphy  
 Vice-President: Allan Hoffmann  
 Secretary: Karen Halupczok  
 Treasurer: Charles Brentz

**LOCAL 605 — DEPT OF TRANSPORTATION-MARSHALL**  
 President: Jerome Halbur  
 Vice-President: Con Johnson  
 Secretary: Laura Murphy  
 Treasurer: Roger Lensing

**LOCAL 607 — FARIBAULT STATE HOSPITAL, BRAILLE & DEAF SCHOOL**  
 President: Ron Rosett  
 Vice-President: Rosi Hellevik  
 Secretary: Marilyn Carstensen  
 Treasurer: Jan Paquette

**LOCAL 608 — RED WING TRAINING SCHOOL**  
 President: Bob Lansing  
 Vice-President: Dennis Roskam  
 Secretary: Kathy Andersen  
 Treasurer: David Steele

**LOCAL 614 — ST. PETER STATE HOSPITAL**  
 President: George Klocow  
 Vice-President: Faye Krohn  
 Secretary: Donna Braun  
 Treasurer: Fr. Albert Blatz

**LOCAL 637 — DEPT OF TRANSPORTATION-BEMIDJI**  
 President: Richard Cleary  
 Vice-President: Jane Johnson  
 Secretary: Jane Reese  
 Treasurer: Greg Gruber

**LOCAL 638 — MANKATO STATE UNIVERSITY**  
 President: Ron Peterson  
 Vice-President: Delane Renfro  
 Secretary: Rose Marie Ley  
 Treasurer: Sue Cashman

**LOCAL 694 — DEPT OF NATURAL RESOURCES**  
 President: Bob Hines  
 Vice-President: Vance Hunter  
 Secretary: Nona Selbrade  
 Treasurer: Del Kramer

**LOCAL 695 — DEPT OF TRANSPORTATION-DULUTH**  
 President: Gregg Marquardt  
 Vice-President: Miles Stephenson  
 Secretary: Helen Grimm  
 Treasurer: Bob Hoppe

**LOCAL 701 — WILLMAR STATE HOSPITAL**  
 President: Bernard Foirier  
 Vice-President: Lloyd Brandt  
 Secretary: Joey Michals  
 Treasurer: Sue Thiridau

**LOCAL 718 — DEPARTMENT OF NATURAL RESOURCES**  
 President: Wilhart Nuorala  
 Vice-President: Bill Pratt  
 Secretary: David Ness  
 Treasurer: Connie Vincent

**LOCAL 735 — FERGUS FALLS STATE HOSPITAL**  
 President: Henry Holte  
 Vice-President: Don Davis  
 Secretary: Karen Kjellerup  
 Treasurer: Ruth Melby

**LOCAL 744 — VETERAN'S HOME & VETERANS AFFAIRS**  
 President: Bill Trika  
 Vice-President:  
 Secretary: Elda Yule  
 Treasurer: Robert Erbes

**LOCAL 753 — ST. CLOUD STATE UNIVERSITY**  
 President: Oliver Van Tassell  
 Vice-President: Lula Mische  
 Secretary: Doris Rausch  
 Treasurer: Gladys Burmaster

**LOCAL 761 — AH-GWAH-CHING STATE NURSING HOME**  
 President: Doris Henley  
 Vice-President: Ron Anderson  
 Secretary: Debbie Schuld  
 Treasurer: Thom Mullaney

**LOCAL 786 — ST. PETER SECURITY HOSPITAL**  
 President: Warren Wolfe  
 Vice-President: Bruce Carlson  
 Secretary: Brian Wells  
 Treasurer: Bea Davidson

**LOCAL 789 — DEPT OF TRANSPORTATION-MORRIS**  
 President: Robert Braun  
 Vice-President: Mitchell Fett  
 Secretary: Delbert Prazak  
 Treasurer: James Thraen

**LOCAL 868 — DEPT OF TRANSPORTATION-ROCHESTER**  
 President: Robert Hillers  
 Vice-President: Ellsworth McFarland  
 Secretary: Robert Dornfeld  
 Treasurer: Guy Nordberg

**LOCAL 880 — DEPT OF NATURAL RESOURCES**  
 President: Norm Austin  
 Vice-President: Mike Patrick  
 Secretary: Paul Maurer  
 Treasurer: Orville Nelson

**LOCAL 920 DEPT. OF HEALTH**  
 President: Howard Wanna  
 Vice-President:  
 Secretary: Mari Mitchell  
 Treasurer: Nancy Hassinger

**LOCAL 945 — WINONA STATE UNIVERSITY**  
 President: Arthur Evans  
 Vice-President: Danny Bjornson  
 Secretary: Goodwin Gunderson  
 Treasurer: James Meier

**LOCAL 947 — GLEN LAKE STATE SANATORIUM**  
 President: Sandy Bourgoine  
 Vice-President: Duane Goeman  
 Secretary: Pat Goeman  
 Treasurer: John Wallin

**LOCAL 1011 — DEPT OF TRANSPORTATION-METRO AREA**  
 President: Mike Wolf  
 Vice-President: Dorothe Stream  
 Secretary: Chet Martin  
 Treasurer: Patricia Urquhart

**LOCAL 1013 — DEPT OF TRANSPORTATION-DETROIT LAKES**  
 President: Louis Meeks  
 Vice-President: Charles Svare  
 Secretary: John Dahl  
 Treasurer: Daniel Lester

**LOCAL 1092 — MOOSE LAKE STATE HOSPITAL**  
 President: Robert Salmon  
 Vice-President: Reuben Lehtola  
 Secretary: Alice Devlin  
 Treasurer: Ross Anderson

**LOCAL 1164 — UNIVERSITY OF MINN. EMPLOYEES**  
 President: Bruce Boudia  
 Vice-President: Eugene Patterson  
 Secretary: Janet Spurbeck  
 Treasurer: Margaret Jones

**LOCAL 1307 — ANOKA STATE HOSPITAL**  
 President: Bill Tonco  
 Vice-President: Ron Worden  
 Secretary: Sandi Brown  
 Treasurer: Michael Dunn

**LOCAL 1309 — DEPT OF TRANSPORTATION-ROCHESTER**  
 President: Gerald Stephas  
 Vice-President: John Evenson  
 Secretary: David Warnke  
 Treasurer: Robert Masyga

**LOCAL 1426 — DEPT OF TRANSPORTATION-VIRGINIA**  
 President: Charles Loso  
 Vice-President: D. Marvin Hill  
 Secretary: Leo Talevson  
 Treasurer: Harry Rinta

**LOCAL 1465 — DNR, REGION VI**  
 President: Dan Ernst  
 Vice-President: John MacDonald  
 Secretary: Candy Ellman  
 Treasurer: Jim McBroom

**LOCAL 1574 — BRAINERD STATE HOSPITAL**  
 President: Mae Fort  
 Vice-President: Ron Neuman  
 Secretary: Lynette Lundgren  
 Treasurer: Rollie Smith

**LOCAL 1623 — DEPT OF NATURAL RESOURCES**  
 President: Dave Feil  
 Vice-President: Ted Wilde  
 Secretary: Mildred Hooker  
 Treasurer: John Katzenmeyer

**LOCAL 1692 — DEPT OF NATURAL RESOURCES**  
 President: Nancy Reber  
 Vice-President:  
 Secretary: David Capps  
 Treasurer: Chuck Kernler

**LOCAL 1780 — CORRECTIONS SUPERVISORS**  
 President: Duane Cekalla  
 Vice-President: Bob Hootnagle  
 Secretary: C. Perry Schenk  
 Treasurer:

**LOCAL 1949 — BEMIDJI STATE UNIVERSITY**  
 President: Sharon Rebers  
 Vice-President: Luther Abrahamson  
 Secretary: Bess Kuryla  
 Treasurer: LaMae Rossiter

**LOCAL 2181 — DPW CENTRAL OFFICES**  
 President: Gary Doffing  
 Rpting Ofcr: Nancy Gleue  
 Secretary: Jeanine Heller  
 Treasurer: Lucy Robinson

**LOCAL 2385 — SOUTHWEST STATE UNIVERSITY**  
 President: Gerald Ladwig  
 Vice-President: David Hansvick  
 Secretary: Kathy Frisch  
 Treasurer: Anita Bauer

**LOCAL 2640 — ECONOMIC SECURITY SUPERVISORS**  
 President: Robert Mattson  
 Vice-President: Mike Fratlo  
 Secretary: Allen Chapman  
 Treasurer: Tom Rooney

**LOCAL 2672 — DEPT. OF LABOR & INDUSTRY**  
 President: Walter Connor  
 Vice-President: Terry Mueller  
 Secretary: Joyce Belisle  
 Treasurer: Mary Theno

**LOCAL 2727 — DEPT OF PUBLIC SERVICE**  
 President: Larry Nelson  
 Vice-President: Roland Eck  
 Vice-President: Bruce Adams  
 Secretary: Lorraine Pelton

**LOCAL 2728 — DEPT OF CORRECTIONS**  
 President: John Frederickson  
 Vice-President: Steve Hesse  
 Secretary:  
 Treasurer: Sharon Larson

**LOCAL 2796 — COMMUNITY COLLEGES**  
 President: Mary Nelson  
 Vice-President: Ruth O'Dell  
 Secretary: Mary Jensen  
 Treasurer: Donna Barrett

**LOCAL 2829 — AMALGAMATED**  
 President: Bev Hall  
 Vice-President: Wayne Wittman  
 Secretary: Pam Effikides  
 Treasurer: Sally Reischel

**LOCAL 2963 — DEPT. OF AGRICULTURE-DULUTH**  
 President: Janet Nelson  
 Vice-President: Bob Kjerstad  
 Secretary: Janet Nelson  
 Treasurer: James Skarp

**LOCAL 2980 — DEPT OF AGRICULTURE**  
 President: Paul Martinson  
 Vice-President:  
 Secretary: Dave Syverson  
 Treasurer: Derwin Jensen

**Continued on page 23**



UNIVERSITY OF MINNESOTA  
TWIN CITIES

LCER  
11/9/82

University Personnel Department  
1919 University Avenue  
St. Paul, Minnesota 55104

October 22, 1982

The Honorable Wayne Simoneau  
State Representative and Chair  
Minnesota Legislative Commission on  
Employee Relations  
B-46, State Capitol  
St. Paul, Minnesota 55155

Dear Representative Simoneau:

The enclosed Memorandum of Understanding between the University of Minnesota and AFSCME, Council 6, Local 1164, AFL-CIO, covering Health Care Non-Professional and Service Bargaining Unit 4, is submitted to the Legislative Commission on Employee Relations for approval. The memorandum is a supplemental agreement on early retirement.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Morgan Pascoe'.

Morgan Pascoe  
Labor Relations Manager

MP/pw

cc: Mike Morrell  
William C. Thomas

attachment

MEMORANDUM OF UNDERSTANDING  
between  
UNIVERSITY OF MINNESOTA  
and  
AFSCME, COUNCIL 6, LOCAL 1164, AFL-CIO

(Covering Health Care Non-Professional and Service, Bargaining Unit #4)

This Memorandum of Understanding is made and entered into this 11<sup>th</sup> day of October, 1982, by and between the University of Minnesota, hereinafter called the EMPLOYER, and the American Federation of State, County, and Municipal Employees, Council 6, Local 1164, AFL-CIO, hereinafter called the UNION, to supplement and amend the 1981-83 Agreement between the parties as follows:

- 1) It is the intent of this Memorandum to encourage early retirement in certain specifically designated Departments where such retirement would prevent layoffs or allow recall of laid off employees, and further would result in a cost savings to the EMPLOYER during the current biennium.
- 2) A) To that end, the eligibility for early retirement insurance benefits provided under Chapter 522, Laws of 1982, is hereby reinstituted to cover the period of October 11, 1982 up to and including June 30, 1983. This shall be subject to all the conditions and limitations contained in Chapter 522.  
  
B) There will be an additional open enrollment period, available at the time of retirement, only for employees who retire pursuant to the conditions of this Memorandum.  
  
C) Continued receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-state paid portion of the insurance premium.
- 3) Also that end, the EMPLOYER will make bonus payments available for eligible employees who take an early retirement between October 11, 1982 and June 30, 1983. Such bonuses would be available for employees who have reached the age of sixty (60), but not the age of seventy (70), and who have a minimum of twenty (20) years of service at the University. The bonus would be in the amount of one month of salary for each full year that the retirement preceded the attainment of age seventy (70), up to a maximum of \$10,000 (or less, subject to a cap of the amount of savings generated).
- 4) Designation of specific departments for, and individual applications of this incentive system require the approval of the appropriate Vice-President, and such approval will be granted only when it can be shown that the specific application would prevent a lay-off, or allow the recall of a laid off employee, and would further result in a cost saving to the EMPLOYER during the current biennium.

The EMPLOYER and the UNION agree that this Memorandum of Understanding shall remain in effect through the 30th day of June, 1983.

IN WITNESS WHEREOF, the parties hereto have set their hands this 11<sup>th</sup> day of October, 1982.

FOR THE UNION

Pete Benner  
Pete Benner, Director, Co. #6  
Ken Thirkildsen  
Ken Thirkildsen, Pres., L. 1164

FOR THE EMPLOYER

William D. ...  
U  
\_\_\_\_\_  
\_\_\_\_\_

MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITY OF MINNESOTA

And

TEAMSTERS, LOCAL 320

(Covering Law Enforcement Bargaining Unit #1)

This Memorandum of Understanding is made and entered into this 21<sup>ST</sup> day of June, 1982, by and between the University of Minnesota, herein- after called the EMPLOYER, and Minnesota Teamsters Public & Law Enforce- ment Employees Union, Local No. 320, hereinafter called the UNION, to supplement and amend the 1981-82 Agreement between the parties as follows:

- 1) It is the intent of this Memorandum to encourage early retirement where such retirements would prevent layoffs or allow recall of laid off employees, and further would result in a cost saving to the EMPLOYER during the current biennium.
- 2) a) To that end, the eligibility for early retirement insurance benefits provided under Chapter 522, Laws of 1982, is hereby reinstituted to cover the period of June 23, 1982 up to and including September 30, 1982. This shall be subject to all the conditions and limitations contained in Chapter 522, except that for this unit, employees must be at least fifty-five (55), but not yet sixty-five (65) years old and have twenty (20) years of service with the EMPLOYER to be eligible.
- b) The EMPLOYER will seek to obtain an additional open enrollment period from June 23, 1982, through September 30, 1982, for employees who retire pursuant to the conditions in this Memorandum, by applying for such with the Commissioner of the Department of Employee Relations, for the State of Minnesota.

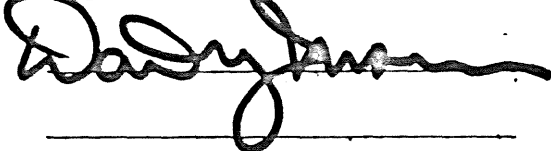
c) Continued receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-state paid portion of the insurance premium.

- 3) Also to that end, the EMPLOYER will make bonus payments available for eligible employees who take an early retirement between June 23, 1982 and September 30, 1982. Such bonuses would be available for employees who have reached the age of fifty-five (55), but not the age of sixty-five (65), and who have a minimum of twenty (20) years of service at the University. The bonus would be in the amount of one month of salary for each full year that the retirement preceded the attainment of age sixty-five (65), up to a maximum of \$10,000 (or less, subject to a cap of the amount of savings generated).
- 4) Individual applications of this incentive system require the approval of the Vice President, Administration & Planning and such approval will be granted only when it can be shown that the specific application would prevent a lay off, or allow the recall of a laid off employee, and would further result in a cost saving to the EMPLOYER during the current biennium.

The EMPLOYER and the UNION agree that this memorandum of understanding shall remain in effect through the 31st day of December, 1982.

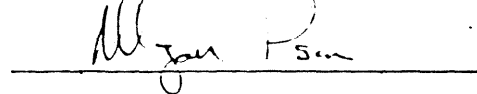
IN WITNESS WHEREOF, the parties hereto have set their hands this 21<sup>st</sup> day of June, 1982.

For the UNION



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

For the EMPLOYER



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

MEMORANDUM OF UNDERSTANDING

Between

UNIVERSITY OF MINNESOTA

And

TEAMSTERS, LOCAL 320

(Covering Service, Maintenance & Labor Bargaining Unit #3)

This Memorandum of Understanding is made and entered into this 21<sup>st</sup> day of June, 1982, by and between the University of Minnesota, herein-after called the EMPLOYER, and Minnesota Teamsters Public & Law Enforcement Employees Union, Local No. 320, hereinafter called the UNION, to supplement and amend the 1981-83 Agreement between the parties as follows:

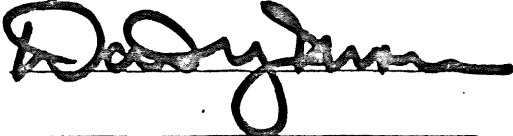
- 1) It is the intent of this Memorandum to encourage early retirement in certain specifically designated Departments where such retirement would prevent layoffs or allow recall of laid off employees, and further would result in a cost saving to the EMPLOYER during the current biennium.
- 2) a) To that end, the eligibility for early retirement insurance benefits provided under Chapter 522, Laws of 1982, is hereby reinstituted to cover the period of June 23<sup>rd</sup>, 1982 up to and including June 30, 1983. This shall be subject to all the conditions and limitations contained in Chapter 522.
- b) The EMPLOYER will seek to obtain an additional open enrollment period from June 23<sup>rd</sup>, 1982, through June 30, 1983, for employees who retire pursuant to the conditions in this Memorandum, by applying for such with the Commissioner of the Department of Employee Relations, for the State of Minnesota.
- c) Continued receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-state paid portion of the insurance premium.

- 3) Also to that end, the EMPLOYER will make bonus payments available for eligible employees who take an early retirement between June 23<sup>rd</sup>, 1982 and June 30, 1983. Such bonuses would be available for employees who have reached the age of sixty (60), but not the age of seventy (70), and who have a minimum of twenty (20) years of service at the University. The bonus would be in the amount of one month of salary for each full year that the retirement preceded the attainment of age seventy (70), up to a maximum of \$10,000 (or less, subject to a cap of the amount of savings generated).
- 4) Designation of specific departments for, and individual applications of this incentive system require the approval of the appropriate Vice President, and such approval will be granted only when it can be shown that the specific application would prevent a lay off, or allow the recall of a laid off employee, and would further result in a cost saving to the EMPLOYER during the current biennium.

The EMPLOYER and the UNION agree that this Memorandum of Understanding shall remain in effect through the 30th day of June, 1983.

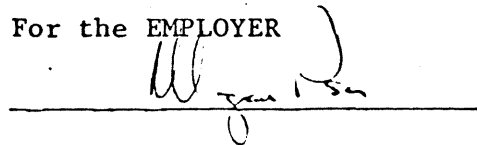
IN WITNESS WHEREOF, the parties hereto have set their hands this 21<sup>st</sup> day of June, 1982.

For the UNION



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

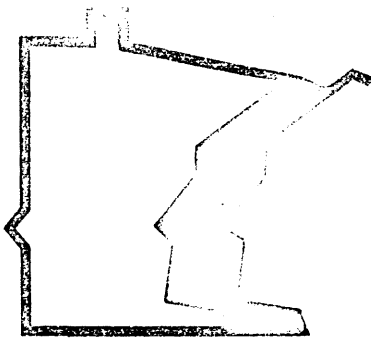
For the EMPLOYER



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



State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

August 18, 1981

Representative Wayne Simoneau, Chair  
Legislative Commission on Employee Relations  
Room 208 Capitol Building  
Aurora Avenue  
St. Paul, Minnesota 55155

Dear Representative Simoneau:

Attached you will find a general wage and insurance summary and a fiscal analysis for the proposed Units #2, 3, 4, 6, 7, and 8 (AFSCME) contract which has been ratified by the exclusive bargaining agent.

I am also enclosing 13 copies of the proposed contract per your request.

I hope that you will find these materials satisfactory.

Sincerely,

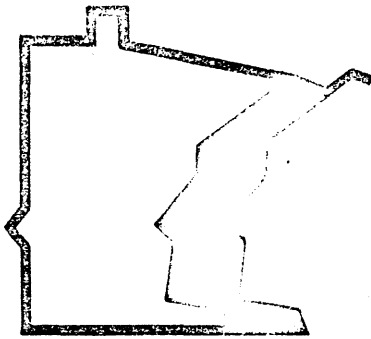
A handwritten signature in cursive script that reads "James W. Geissner".

James W. Geissner  
Deputy Commissioner

JWG:jp

Enclosures

State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

Units #2, 3, 4, 6, 7, 8 (AFSCME) Wages and Insurance

Salary

First Year - Effective August 11, 1981

8% across the board increase or 51¢ an hour, whichever is greater.  
7¢ per hour across the board increase.  
12¢ per hour increase for all classes in Unit 2 over AFSCME, Council 6 ✓  
rate for classes.

Second Year

Units 2, 7, and 8

6% across the board increase effective June 30, 1982. ✓  
3% across the board increase effective December 29, 1982. ✓

Units 3, 4, and 6

Cost-of-living increase effective June 30, 1982. ✓  
Cost-of-living increase effective December 29, 1982. ✓  
(COLA increases based on current formula.)

Other

Progression increases continued (extended the range by one step for all classes in Unit 7).  
10¢ per hour increase for shift differential, from 20¢ to 30¢ per hour.

Insurance

Health Insurance

Continue current benefits; increase major medical benefit from \$250,000 to \$500,000. ✓

Increase deductible from \$50 to \$100. ✓

✓ \$50 off-set paid in October, 1981 and 1982 to employees with Blue Cross and Blue Shield coverage.

Flat rate Employer contribution.

First Year: Contribute up to \$56.06 for employee coverage.  
Contribute up to \$76.94 for dependent coverage.

Second Year: Contribute up to the total cost of Blue Cross and Blue Shield employee coverage.

Contribute up to 90% of the cost of Blue Cross and Blue Shield dependent coverage.

Eliminate Health Testing.

Dental Insurance

Continue current benefits.

Flat rate Employer contribution.

First Year: Contribute up to \$8.38 for employee coverage.

Contribute up to \$9.58 for dependent coverage.

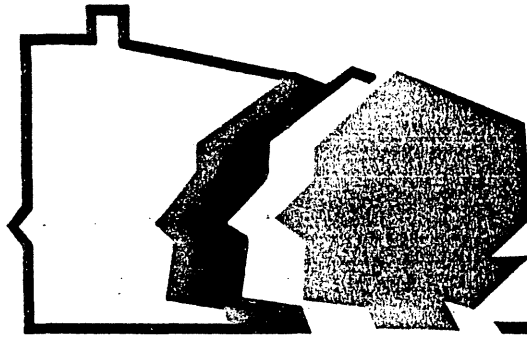
Second Year: Contribute up to the total cost of Delta Dental employee coverage.

Contribute up to 50% of the cost of Delta Dental dependent coverage.

Life Insurance ✓

Continue current benefits and payment.

**State of  
Minnesota**



**DEPARTMENT OF EMPLOYEE RELATIONS**

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

Units #2, 3, 4, 6, 7, 8 (AFSCME Units)  
Proposed Contract Fiscal Analysis

<u>COST ITEM</u>	<u>BIENNIAL BASE</u>	<u>BIENNIAL NEW MONEY</u>
Salary	476,598,208	73,547,943 ✓
FICA & Retirement	61,891,867	9,319,436 ✓
Insurance	<u>46,176,596</u>	<u>9,196,449</u> ✓
SUB-TOTAL	584,666,671	92,063,828
LESS STRIKE SAVINGS		<u>7,200,000</u>
TOTAL		84,863,828

AGREEMENT

between

MINNESOTA STATE EMPLOYEES UNION  
AFSCME, COUNCIL NO. 6  
AFL-CIO

and the

STATE OF MINNESOTA

August 11, 1981 through June 30, 1983

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## ARTICLE I

### PREAMBLE

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated local unions, and unless otherwise noted in this Agreement, "UNION" hereinafter refers to the Minnesota State Employees Union, AFSCME Council No. 6, AFL-CIO. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

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

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



## ARTICLE II

### RECOGNITION

Section 1. Existing Units. The Employer recognizes the Union as the exclusive bargaining representative of all the employees included in the bargaining units certified by the Bureau of Mediation Services, Case Numbers 80-PR-1258-A, 80-PR-1259-A, 80-PR-1260-A, 80-PR-1261-A, 80-PR-1262-A and 81-PR-195-A. The composition of these units is as set forth in Appendix A of this Agreement.

Employees who work less than fourteen (14) hours per week (or thirty-five (35) percent of the normal work week in the employee's bargaining unit) or who are employed less than one hundred (100) working days in any calendar year are excluded from this Agreement.

Section 2. New Units. The provisions of this Agreement and recognition of the Union as exclusive bargaining representative shall also be extended to all employees in appropriate units for which the Union is certified during the life of this Agreement.

Any provision or provisions of this Agreement, as to new units, may be revised or modified by mutual written agreement.

Section 3. Disputes. The assignment of newly created classes to a bargaining unit or the reassignment of existing classes to a different bargaining unit shall be subject to the determination of the Director of the Bureau of Mediation Services in accord with the provisions of the Minnesota Public Employment Labor Relations Act.

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

Section 4. Aid to Other Organizations. The Employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement except through the Union or its authorized representatives. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement.

### ARTICLE III

#### UNION SECURITY

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

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

Section 3. Employee Lists. The Appointing Authority shall report to the Union and/or designated Local Union representative the information on all employees added to or removed from the bargaining unit(s) in the seniority unit(s) as requested on the form included as Appendix G of this Agreement. Where no such personnel transactions have occurred, the required report shall so state. Copies of the form included as Appendix G shall be provided to the Appointing Authority by the Union, and the Appointing Authority shall use this form when submitting the report. The report shall be made on a bi-weekly payroll period basis and shall be transmitted no later than one (1) week following the end of each payroll period. The Union shall file the names of designated representatives for this purpose with the Personnel Office.

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

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

## ARTICLE IV

### SENIORITY

#### Section 1. Definitions.

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

However, in the case of an employee mandatorily retired at age 65 prior to January 1, 1979, who returns to State service, State Seniority is defined as the length of employment with the State of Minnesota since the last date of hire preceding the mandatory retirement. Such State Seniority shall not include the period during which the employee was off the State payroll due to the mandatory retirement.

- B. Departmental Seniority. "Departmental Seniority" is defined as the length of continuous service within a State department since the last date of entry into the State department.
- C. Classification Seniority. "Classification Seniority" is defined as the length of continuous service in a specific job classification within the department.

"Classification Seniority" for the class of Highway Maintenance Worker, Senior is defined as the length of Continuous Service in the classes of Highway Maintenance Worker and Highway Maintenance Worker, Senior.

When an employee exercises bumping rights, or is demoting, or is transferring, Classification Seniority in the class to which the employee is bumping or is demoting, or is transferring shall include Classification Seniority in all related higher or equally paid classes in which the employee has served within the Department since the initial period of service in the class into which the employee is bumping, or demoting, or transferring.

- D. Continuous Service. "Continuous Service" shall commence on the date an employee begins to serve a probationary period.

In the case of an employee mandatorily retired at age 65 prior to January 1, 1979, who returns to State service, Continuous Service shall be credited back to the last date of hire at the time of the mandatory retirement. Continuous Service, however, shall not include the period during which the employee was off the State payroll due to the mandatory retirement.

In the case of an employee in a trainee classification or an employee working under a provisional appointment, Continuous Service shall be credited back to the date of hire at the time an employee begins to serve a probationary period in a related classification.

Continuous Service shall be interrupted only by separation because of resignation, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

Continuous Service shall not be interrupted by resignation when the resignation was a forced resignation due to pregnancy, provided that the employee returned to State service within one (1) year of the resignation and provided that the employee notified the Employer prior to December 31, 1979, that such a forced resignation took place.

Employees who were not represented by the Union prior to December 31, 1979, and whose continuous service was not corrected as provided above shall have until December 31, 1981, to notify the Employer that a forced resignation due to pregnancy had taken place. The Employer shall provide notification by posting at each work location, or by similar means, to bargaining unit employees not represented by the Union prior to December 31, 1979, of this provision within a reasonable period of time after August 11, 1981.

Any changes in seniority regarding vacation accrual or entitlement to any fringe benefits covered by this Agreement shall be retroactive to August 11, 1981. Any application of seniority regarding Article XII and XV, choice of vacation days, and assignment of overtime shall be effective fifteen (15) days after notice is given by the employee.

An employee who was required to resign due to pregnancy, who returned to State service within one (1) year of resignation in a different agency, who has notified the Employer as provided above, and who

subsequently returns to the employing agency at the time of the resignation, shall have Departmental Seniority defined as the length of Continuous Service within a State department since the last date of entry into the State department preceding the forced resignation.

E. Seniority Units. "Seniority Unit" is defined as all employees in bargaining units represented by the Union in each agency as listed in Appendix H.

F. Related Classes. "Related Classes" are those classes within the same department which are similar in the nature and character of the work performed and which require similar qualifications.

Section 2. Seniority Calculation on Merger of State Department. When State departments are merged or combined or when employees are transferred from one State department to another State department by Executive Order or Legislative Act, employees shall be credited with Classification Seniority (defined as the length of Continuous Service in a specific job class with the immediately preceding State department), if unbroken, as if they had been continuously employed in the new State department.

Employees shall also be credited with Departmental Seniority (defined as the length of Continuous Service within the immediately preceding State department), if unbroken, as if they had been continuously employed in the new State department.



The provisions of Article XII shall not apply to transfers described above. The application of the provisions of this Section shall not be retroactive, but shall become effective on July 1, 1981.

Section 3. Seniority Rosters. No later than three (3) months after the effective date of this Agreement, and semi-annually thereafter, Appointing Authorities shall prepare and post on all employee bulletin boards seniority rosters for each seniority unit and two (2) copies shall be furnished to the Local Union. The rosters shall list each employee in the order of Classification Seniority and reflect each employee's date of Classification Seniority, date of Departmental Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the employee previously served.

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

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

Section 4. Appeals. Employees shall have sixty (60) calendar days from the date of the initial positing to notify the Appointing Authority of any disagreements over the Seniority Roster. Thereafter appeals must be filed with the Appointing Authority within thirty (30) days of the date of posting and are limited to changes since the previous posting.

Employees on extended absences of more than fourteen (14) calendar days shall have sixty (60) calendar days from their return to work to notify their Appointing Authority of any disagreements over the Seniority Rosters, in the case of the initial posting, and thirty (30) days in the case of subsequent postings.

## ARTICLE V

### HOURS OF WORK

#### Section 1. Non-Continuous and Non-Extended Operations.

- A. Definition. Any employee or group of employees engaged in an operation that is not continuous or extended (as defined in Section 2A) shall be known as non-continuous and non-extended operations employees.
- B. Consecutive Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods. No split shifts will be implemented without the mutual agreement of the Local Union and the Appointing Authority. Each party may cancel such agreement with thirty (30) days written notice to the other party.
- C. Work Day. The normal work day shall consist of either eight (8) hours or ten (10) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period. Should it become necessary to establish schedules departing from the normal work day, in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local Union affording the Local Union an opportunity to express its view, prior to the fourteen (14) day posting period provided for in Section F. Existing schedules of other than eight (8) and ten (10) hours per day may continue in effect.

- D. Work Week, Work Period. The normal work week or work period shall consist of four (4) consecutive ten (10) hour days or five (5) consecutive eight (8) hour days Monday through Friday, totaling forty (40) hours. Should it become necessary to establish schedules departing from the normal work week or work period, in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given. Existing schedules other than Monday through Friday may continue in effect.

When schedules are changed, the new schedule shall be posted for fourteen (14) calendar days.

- E. Work Shift. A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work. The Appointing Authority may change the starting or ending times of an existing shift up to and including two (2) hours.
- F. Work Schedules. Work schedules showing the shifts, days, and hours of all employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective day. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.

In the Department of Transportation, the Appointing Authority may change the daily starting and quitting time of Unit 2 employees for the entire week up to two (2) hours either way providing a notice is posted a minimum of three (3) working days in advance of the proposed change. Notification prior to the start of any shift shall constitute the first day's notice. Employees may be returned to their previously established schedule upon reasonable notice by the Appointing Authority.

G. Emergency Work Schedules.

1. Department of Transportation. Employees whose hours of work are controlled by the contractor may have their schedule changed due to the contractor's operations. In the event a change in schedule is necessary, as much advance notice as possible must be given the employee through the Appointing Authority's project supervisor. Such change shall not be considered a split shift.
2. Department of Natural Resources. During fire seasons and/or during unusual drought conditions, the Appointing Authority may establish a forest fire emergency schedule. During such emergencies, the Appointing Authority may change the daily starting and quitting time up to two (2) hours either way, providing a notice is posted a minimum of twenty-four (24) hours in advance of the proposed change.

The Appointing Authority shall use the National Weather Service fire weather forecasts together with the National Fire Danger Rating System in determining when there is a significant build-up of fire conditions to constitute an emergency situation. Only fire "watch" and "warning" status would constitute an emergency situation.

Any schedule changes made pursuant to "1" or "2" above shall not result in the payment of overtime.

H. Department of Transportation

1. Winter Maintenance Schedules. The Appointing Authority may establish a winter maintenance schedule to be used in severe or extreme road conditions for snow and ice control operations. The schedule shall be posted at least fourteen (14) calendar days in advance of the effective date each fall. The posted schedule shall also cite the date each spring when winter maintenance schedules shall no longer be in effect.

Under the winter maintenance schedule, the Appointing Authority may split the available employees into more than one (1) shift. Such shift shall be periodically rotated or established by internal bid after taking into consideration the desires of the Local Union. The posting shall name which employees are assigned to each shift.

The Appointing Authority shall use reasonable reason in determining that severe or extreme road or weather conditions exist for snow and ice control operations. It is specifically understood by the parties that winter maintenance schedules may be declared to be in effect only when severe or extreme road or weather conditions exist or are forecast.

On any day on which a change from a regular work schedule to a winter maintenance schedule, or from a winter maintenance schedule to a regular work schedule takes place, no employee shall be scheduled to work less than the number of hours in the employee's established schedule before the winter maintenance schedule was activated. When such maintenance schedule is in effect, overtime rates shall be paid only for those hours worked in excess of the number of hours in the employee's established schedule before the winter maintenance schedule was activated except that when the consecutive hours of any employee's work day must be interrupted, he/she shall be compensated at the appropriate overtime rate for all hours worked outside the employee's previously scheduled work period. In no case shall an employee be paid for those intervening hours not worked.

2. Road Patrol. Under those circumstances where the Appointing Authority must reduce hazardous driving conditions by the use of employees outside of their established work schedule for operations such as spot sanding or plowing isolated patches of

snow and ice, with employee and truck, such conditions may be met either by the establishment of a night patrol, or a dawn patrol, or by calling in an employee on an overtime basis, when such conditions exist, or may exist.

The Appointing Authority may establish a weather watch, dawn patrol, night patrol, or road patrol whose purpose is to patrol the roads and respond to or warn of, hazardous driving conditions. After taking into consideration the desires of the Local Union, the shift(s) shall either be posted for bid or rotated. If posted, the shift(s) shall be posted only in the truck station(s) where such shift change(s) will be made and if there are bidders, the change of shift shall be assigned on the basis of Classification Seniority on a non-rotating basis. If there are no bidders, the Appointing Authority may assign the least senior employee(s) on a non-rotating basis, or may assign the employee(s) of the truck station on a rotating basis.

Where a Heavy Equipment Operator, Intermittent, is needed the posting shall so state.

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



- J. Rest Periods. All employees shall be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. Employees who are scheduled for a shift of four (4) hours and who are scheduled to receive an unpaid meal period shall not be entitled to a rest period. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute paid rest period before they start work on the next shift whenever it is anticipated that such work shall require approximately two (2) hours. The Appointing Authority retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated.
- K. Reporting Time and Pay. Unless notified otherwise at least two (2) hours in advance of the scheduled starting time (one (1) hour for employees in the Department of Transportation), any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If work is not available, the employee may be excused from duty and paid for three (3) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing three (3) hours of work the employee shall be paid for three (3) hours at the employee's appropriate rate. (See Article XV, Layoff and Recall, Section 8, Limited Interruption of Employment).
- L. Flextime Scheduling. The Appointing Authority and the Local Union may mutually agree to a flextime scheduling plan. Existing flextime scheduling plans shall remain in effect unless the Local Union notifies the Appointing Authority of its intent to terminate the plan.

## Section 2. Continuous and Extended Operations.

### A. Definitions

1. Continuous Operations. Any employee or group of employees engaged in an operation for which there is regularly scheduled employment on a twenty-four (24) hour a day, seven (7) day a week basis shall be known as continuous operations employees.
2. Extended Operations. Any employee or group of employees engaged in a work operation for which there is regularly scheduled employment for more than the normal work day and/or normal work week as defined in Article V, Section 1 C and D and who are not continuous operations employees, shall be known as extended operations employees.

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

C. Work Day. The normal work day shall consist of eight (8) hours of work within a twenty-four (24) hour period, exclusive of a duty-free lunch period. Should it become necessary to establish schedules departing from the normal work day, in the interest of efficient operations, to meet the needs of the public or an Agency, to provide for more beneficial client or student services, or to better use facilities or the working forces, no less than thirty (30) calendar days notice will be given to the Local Union. Upon request, the Appointing Authority will discuss the new schedules with the Local

Union affording the Local Union an opportunity to express its view, prior to the fourteen (14) day posting period provided for in Section F. Existing schedules of other than eight (8) hours per day may continue in effect.

- D. Turnaround Time. The number of hours between scheduled shifts shall not be less than seven and one-half ( $7\frac{1}{2}$ ) hours.
- E. Work Shift. A work shift is defined as a regularly recurring period of work with a fixed starting and ending time, exclusive of overtime work. The Appointing Authority may change the starting or ending times of an existing shift up to and including two (2) hours. The provisions of this subsection shall not apply to rotating shifts.
- F. Work Schedules. Work schedules showing the shifts, days, and hours of all employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective day. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor provided such change does not result in the payment of overtime. If requested by the employee, the employee may change days, shifts, or hours of work with the approval of his/her supervisor provided such change does not result in the payment of overtime.
- G. Departments of Public Welfare and Veterans Affairs.
  - 1. Work Period. Full-time employees shall at the Appointing Authority's discretion be:

- a. Scheduled to work no more than six (6) consecutive days and no fewer than three (3) consecutive days and shall have consecutive days off; or,
- b. Scheduled to work no more than seven (7) consecutive days and no fewer than three (3) consecutive days with two (2) or more weekends (Saturday and Sunday) off out of every eight (8) weekends (Saturday and Sunday). Scheduled days off shall be consecutive; or,
- c. Scheduled to work no more than seven (7) consecutive days with two (2) weekends (Saturday and Sunday) out of every four (4) weekends (Saturday and Sunday) off. Scheduled days off need not be consecutive.

Part-time employees shall be shall be scheduled for a minimum of four (4) days off in a two (2) week pay period. At least two (2) of the days off shall be consecutive and such part-time employee shall not be scheduled for more than seven (7) consecutive days of work.

- 2. Fixed Night Shift (for all units except Units 2 and 7). Where continuous operations require a night (graveyard) shift, such shift shall be fixed and vacancies in such fixed shifts shall be posted. If there are no eligible bidders for fixed night shift vacancies, the Appointing Authority may recruit and hire applicants for the vacancy or assign the capable and qualified employee not on fixed nights with the least Classification Seniority to the vacancy.

Employees permanently assigned to a fixed night shift may be scheduled to work other shifts for the purposes of training, staff development, informational meetings, or jury duty.

Employees working other than fixed night shifts may be rescheduled to work the night shift. The Appointing Authority shall determine the work area from which an employee is to be assigned to the night shift. If it is necessary to make such a reassignment, the least senior capable and qualified employee from such work area who is working other than fixed nights shall be scheduled to work the night shift to:

- a. Cover night shift staffing shortages caused by leaves (paid or unpaid) of six (6) months or less of the employees normally assigned to the night shift; and/or,
- b. Cover night shift staffing shortages caused by assignment to other shifts of the employees normally assigned to the night shift; and/or,
- c. Cover night shift vacancies during the posting, bidding, and hiring procedures; and/or,
- d. Cover for days off of employees assigned to fixed nights; and/or,
- e. Emergency situations.

To no longer be permanently assigned to the fixed night shift an employee assigned to the fixed night shift must do one of the following:

- A. Successfully bid on a vacancy in another shift.

However, if the employee on the fixed night shift bids on a vacancy in other shifts and he/she is the capable and qualified employee with the least Classification Seniority for the night shift position, his/her bid shall be rejected; or,

- B. Notwithstanding the provisions of Article XII, notify the local personnel director after at least three (3) months assignment to the fixed night shift that he/she requests to be removed from the fixed night shift. If another employee not on the fixed night shift with less Classification Seniority is capable and qualified for the fixed night shift that employee shall be assigned to the fixed night position, and the employee on the fixed night shift to that employee's position, provided the employee on the fixed night shift is capable and qualified for that position. If there is more than one capable and qualified employee with less Classification Seniority than the employee requesting to be removed from the fixed night shift, the capable and qualified employee with the least Classification Seniority shall be assigned to the fixed night position, provided the employee on the fixed night shift is capable and qualified for that position. The request shall remain open until the employee withdraws it, or is replaced by another employee; or,

C. Notwithstanding the provisions of Article XII, an employee working other than the fixed night shift agrees to exchange with the employee assigned to the fixed night shift. Such exchange requires that both employees are in the same classification and option and each employee is capable and qualified for the position to which he/she is moving.

3. Shifts Between Days Off. No employee shall be scheduled for a combination of more than two (2) shifts during work periods between scheduled days off.

For this subsection only, a scheduled shift with a starting time within two (2) hours of the starting time of the first scheduled shift after scheduled days off shall be considered the same shift. When there is a scheduled shift rotation, a change in starting time of not more than two (2) hours from the starting time of the scheduled rotated shift shall not be considered a change in shift.

The Local Union and the Appointing Authority may mutually agree to alter the terms of Section 2G.

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

In the Department of Public Welfare institutions (other than the graveyard shift), meal periods are normally to be granted between the hours of 11:00 A.M. and 1:00 P.M. or between the hours of 5:00 P.M. and 7:00 P.M. Employees may request alternate meal periods.

- I. Rest Periods. All employees shall be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. Employees who are scheduled for a shift of four (4) hours and who are scheduled to receive an unpaid meal period shall not be entitled to a rest period. Employees who work beyond their regular quitting time into the next shift shall receive a fifteen (15) minute paid rest period before they start work on the next shift whenever it is anticipated that such work shall require approximately two (2) hours. The Appointing Authority retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated.
- J. Reporting Time and Pay. Unless notified otherwise at least two (2) hours in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If work is not available, the employee may be excused from duty and paid for three (3) hours at the employee's appropriate rate. If the employee begins work but is excused from duty before completing three (3) hours of work the employee shall be paid for three (3) hours at the employee's appropriate rate. (See Article XV, Layoff and Recall, Section 8, Limited Interruption of Employment).



K. Daylight Savings Time. Employees required to work more than eight (8) hours on an eight (8) hour shift due to the change from daylight savings time to standard time shall be paid for the additional hour worked at the rate of time and one-half ( $1\frac{1}{2}$ ). Employees required to work less than eight (8) hours on an eight (8) hour shift due to the change from standard time to daylight savings time shall be paid for the actual hours worked. Employees may use vacation time or compensatory time to make up for the one (1) hour lost.

## ARTICLE VI

### OVERTIME

Section 1. Overtime Hours. All hours worked in excess of the established work day, before or after an employee's regular scheduled shift, on any regularly scheduled day of rest, shall be considered overtime.

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

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

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

### Section 3. Distribution.

- A. Employees in Units 2, 3, 4, 6, 7, and 8 (excluding employees in Units 2 and 3 in the Department of Transportation, Metropolitan Maintenance, and all employees in the Department of Public Welfare institutions).

An effort shall be made to distribute overtime work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who desire the overtime work.

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

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

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

An accumulative record of overtime hours worked or offered each employee shall be made available to the Local Union Steward upon request. The record of each employee's accumulated overtime hours

worked and overtime offered but not worked shall be adjusted to zero (0) hours once per year on a date determined by the Appointing Authority. The Appointing Authority shall notify the Local Union of the date within thirty (30) calendar days of the execution of this Agreement, for the term of the Agreement.

In the event all capable employees in the same shift and work area decline overtime work; the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees.

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

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

- B. Employees in Units 2 and 3, Department of Transportation, Metropolitan Maintenance, and employees in the Department of Public Welfare institutions.

Overtime work shall first be offered to the most senior employee(s) in the same job class and in the same work area who are capable of performing the work available. The overtime work shall first be offered to employees then on duty if such overtime is for the immediately subsequent shift. Should the senior employee choose not to accept the overtime assignment, the next most senior capable employee shall be offered the overtime assignment. However, the Appointing Authority shall not be required to cut in on work in progress in order to comply with the requirements of this Section. In the event all capable employees decline overtime work, the Appointing Authority shall have the right to assign overtime based upon inverse order of Classification Seniority among capable employees. The overtime work shall first be assigned to employees then on duty if such overtime is for the immediately subsequent shift.

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

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

Section 4. Overnight Activities.

A. Department of Public Welfare institutions and Department of Education Schools.

The total compensation granted employees assigned to overnight activities which involve the supervision of residents when such assignments are twenty-four (24) consecutive hours shall be as follows: eight (8) hours straight time, eight (8) hours at the appropriate overtime rate, and eight (8) hours at the on-call rate.

B. Department of Corrections Facilities.

The total compensation granted employees assigned to overnight activities which include the supervision of residents when such assignments are twenty-four (24) consecutive hours shall be fourteen (14) hours of straight time for each twenty-four (24) hour period.

## Section 5. Liquidation

### A. General.

Overtime hours may, at the discretion of the Appointing Authority, be liquidated in cash, or assigned to a compensatory bank.

### B. Compensatory Bank.

#### 1. Size of Bank.

- a. In the following agencies, the maximum amount of hours that may be in the compensatory bank at any given time is forty (40) hours:

Community College System

Corrections

Education

Public Service

Public Welfare

State University System

Veterans Affairs

- b. In the following agencies, the maximum amount of hours that may be in the compensatory bank at any given time is eighty (80) hours:

Natural Resources

Iron Range Resources and Rehabilitation Board

- c. In other agencies, after consultation with the Local Union, the Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at any given time, provided the amount is not less than forty (40) hours or more than eighty (80) hours.

2. Hours worked in excess of bank.

All overtime hours worked over the established maximum hour limit shall be compensated in cash.

C. Cash Liquidation.

Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it is earned.

D. Compensatory Time Liquidation.

The compensatory bank shall be liquidated once annually on a date specified in advance by the Appointing Authority, at the hourly rate of pay at which it was earned. The Appointing Authority shall notify



the Local Union within thirty (30) calendar days of the execution date of this Agreement of the specified liquidation date. Employees may use time in the compensatory time bank at a time(s) mutually agreeable to the employee and the immediate supervisor. A reasonable effort shall be made to honor the employee's request, depending on the staffing needs of the employee's work unit. However, the Appointing Authority may require an employee to schedule time off to use any time in the compensatory bank by written notice to the employee no less than thirty (30) calendar days prior to the specified scheduled time off.

#### Section 6. Call In and Call Back.

Call In. Any employee called to work prior to his/her regularly scheduled shift shall be paid at the appropriate overtime rate until his/her regular shift begins. The employee shall work the balance of his/her regular shift at his/her regular rate of pay.

Call Back. Any employee called back to work after his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate overtime rate.

Section 7. On Call. An employee shall be in an on-call status if the employee's supervisor has instructed the employee, in writing, to remain available to work during an off duty period. An employee who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

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

An employee called to work while on on-call status shall be compensated as provided in Section 6 of this Article. An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than eight (8) consecutive hours.

An effort shall be made to distribute on-call work as equally as possible among employees in the same job class and in the same work area who are capable of performing the work and who request the on-call work.

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

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

## ARTICLE VII

### HOLIDAYS

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

Section 2. Observed Holidays.

A. The following days shall be observed as paid holidays for all eligible employees assigned to a Monday through Friday five (5) day operation:

Friday, July 3, 1981 - Independence Day

Monday, September 7, 1981 - Labor Day

Wednesday, November 11, 1981 - Veterans Day

Thursday, November 26, 1981 - Thanksgiving Day

Friday, November 27, 1981 - Day after Thanksgiving

Friday, December 25, 1981 - Christmas

Friday, January 1, 1982 - New Year's

Monday, February 15, 1982 - Presidents Day

Monday, May 31, 1982 - Memorial Day

Monday, July 5, 1982 - Independence Day

Monday, September 6, 1982 - Labor Day

Thursday, November 11, 1982 - Veterans Day

Thursday, November 25, 1982 - Thanksgiving Day

Friday, November 26, 1982 - Day after Thanksgiving

Friday, December 24, 1981 - Christmas

Friday, December 31, 1982 - New Year's  
Monday, February 21, 1983 - Presidents Day  
Monday, May 30, 1983 - Memorial Day

B. The following days shall be observed as paid holidays for all eligible employees assigned to a six (6) or seven (7) day operation:

Saturday, July 4, 1981 - Independence Day  
Monday, September 7, 1981 - Labor Day  
Wednesday, November 11, 1981 - Veterans Day  
Thursday, November 26, 1981 - Thanksgiving Day  
Friday, November 27, 1981 - Day after Thanksgiving  
Friday, December 25, 1981 - Christmas  
Friday, January 1, 1982 - New Year's  
Monday, February 15, 1982 - Presidents Day  
Monday, May 31, 1982 - Memorial Day  
Sunday, July 4, 1982 - Independence Day  
Monday, September 6, 1982 - Labor Day  
Thursday, November 11, 1982 - Veterans Day  
Thursday, November 25, 1982 - Thanksgiving Day  
Friday, November 26, 1982 - Day after Thanksgiving  
Saturday, December 25, 1982 - Christmas  
Saturday, January 1, 1983 - New Year's  
Monday, February 21, 1983 - Presidents Day  
Monday, May 30, 1983 - Memorial Day

C. Floating Holiday. Employees shall also receive one (1) floating holiday each fiscal year of this Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The Appointing Authority may limit this number of employees that may be absent on any given day subject to the operational needs of the Appointing Authority.

Any conflicts for requested holidays shall be resolved on the basis of Departmental Seniority within the employee's work unit. The Appointing Authority shall make a reasonable effort to approve the requested holiday. Floating holidays may not be accumulated. An employee who has not requested the floating holiday by May 1 of each fiscal year shall be scheduled to take a floating holiday on a day chosen by the Appointing Authority or be paid for the floating holiday in cash at the option of the Appointing Authority.

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

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

Section 5. Holidays on Day Off. When any of the above holidays fall on an employee's regularly scheduled day off, the employee's scheduled work day either before or after the holiday, at the option of the Appointing Authority, shall be scheduled as a holiday for that employee, unless other arrangements are agreed to between the Appointing Authority and the employee.

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

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

Eligible intermittent or temporary employees, or eligible non-tenured laborers shall receive a holiday if they work the day before and the day after the holiday or if they work on a holiday. In such cases, employees shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accord with the schedule set forth in Appendix B.

Section 7. Holiday Pay. Holiday pay shall be computed at the employee's normal day's pay (i.e., the employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day), and shall be paid for in cash. Eligible employees who normally work less than full time shall have their holiday pay pro-rated in accord with the schedule set forth in Appendix B.

With the approval of the supervisor, part-time employees may be allowed to arrange their work schedules, in payroll periods that include a holiday, to

avoid any reduction in salary due to a loss of hours because of the proration of holiday hours, provided such rescheduling does not result in the payment of overtime.

Section 8. Work on a Holiday. Any employee who works on a designated holiday shall at the discretion of the Appointing Authority either be:

1. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to holiday pay provided for in Section 7 above; or,
2. Paid in cash at the employee's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 7 above. Such alternate holiday shall be granted within thirty (30) calendar days of the last date of the pay period in which the holiday occurs, and if there is no agreement as to the date of the alternate holiday between the supervisor and the employee, such holiday shall be paid in cash.

Section 9. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 2 and 3 above, falls on an employee's regularly scheduled work day, the employee shall be entitled to that day off to observe the religious holiday. An employee who chooses to observe such a religious holiday shall notify the employee's supervisor in writing at least twenty-one (21) calendar days prior to the religious holiday, provided that this notice requirement does not apply when the employee chooses to use the floating holiday to observe the religious holiday.

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

## ARTICLE VIII

### VACATION LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, non-tenured laborers, 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 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 1/2 working hours
After 20 years	8 working hours

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



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.

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 eligible employee who is reinstated or reappointed to State service on or after January 1, 1979, who was mandatorily retired at age 65 prior to January 1, 1979, shall accrue vacation leave at the same rate with the same credit for Length of Service that existed at the time of such mandatory retirement.

An eligible employee who is reinstated or reappointed to State service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall accrue vacation leave at the same rate with the same credit for Length of Service that existed at the time of such separation.

An employee who is reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation in good standing or retirement may, at the Appointing Authority's discretion, accrue vacation leave at the same rate and with the same credit for Length of Service that existed at the time of such separation.

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

An employee shall not use 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, or, in the case of intermittent employees, from the date of eligibility.

Employees may accumulate unused vacation leave to a maximum of two hundred forty (240) hours.

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 agency 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 class 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 seniority unit and the work unit.

Employees shall submit written requests for vacation of five (5) working days or more, including holidays, at least five (5) calendar weeks in advance of the requested date of the start of the vacation to their supervisor, on forms furnished by the Appointing Authority. Such vacation requests shall be posted within seven (7) calendar days in the work unit of the employee requesting the vacation for one (1) calendar week to allow other employees in that class who may desire to request vacation for the same period to do so. All such requests must be submitted to the supervisor within the posting period. Conflicts involving vacation scheduling shall be resolved as provided above. Supervisors shall respond to the request(s) within one (1) calendar week of the end of the posting. No request may be submitted for a vacation period more than six (6) months in advance of the request.

With the agreement of the Local Union, the Appointing Authority may establish deadlines for vacation requests within the six (6) months period specified in this Section.

Whenever practicable, employees shall submit written requests for vacation periods of less than five (5) working days at least four (4) weeks in advance of their vacation to their supervisor, on forms furnished by the Appointing Authority. Employees may also submit requests for vacation periods of five (5) working days or more in this manner. When such requests are submitted less than five (5) calendar weeks in advance of the requested date for the start of the vacation, the posting provisions of the previous paragraph shall not apply. When advance written requests are impractical, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to vacation requests submitted under this paragraph promptly and shall answer all written requests in writing no later than ten (10) calendar days after such request is made.

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

Section 4. Vacation Charges. Employees who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half (1/2) hour except to permit use 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.

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

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor. Upon such notice, employees may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statements shall be provided as soon as possible after the illness or disability occurs.

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

Section 6. Vacation 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 the employee's then current rate of pay, for all vacation leave to the employee's credit at the time of separation. Employees shall be allowed to leave their accumulated vacation to their credit during the period of a seasonal or temporary layoff.

## ARTICLE IX

### SICK LEAVE

Section 1. Eligibility. All employees except intermittent employees, emergency employees, project employees, non-tenured laborers, 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 accord with the schedule set forth in Appendix D.

An eligible employee who is reinstated or reappointed to State service on or after January 1, 1979, and who was mandatorily retired at age 65 prior to January 1, 1979, shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

An eligible employee who is reinstated or reappointed to State service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

An employee reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation in good standing or retirement may, at the Appointing Authority's discretion, have his/her accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

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

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

Section 3. Sick Leave Use. An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences: 1) by necessity for illness, or disability; 2) by necessity for medical, chiropractic, or dental care for the employee; 3) by exposure to contagious disease which endangers the health of other employees, clients, or the public; or, 4) 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. A pregnant employee may also use sick leave during the period of time that her doctor certifies that she is unable to work because of pregnancy. Sick leave to arrange for necessary nursing care for members of the family, or birth or adoption of a child shall be limited to not more than three (3) days.

Employees using 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. Use of the more than nine hundred (900) hour bank shall be subject to the provisions of this Article.

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



Employees using leave under this Article may be required to furnish a statement from a medical practitioner upon the request of the Appointing Authority when the Appointing Authority has reasonable cause to believe that an employee has abused or is abusing sick leave.

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

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

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 in writing.

Section 5. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours he/she was scheduled to work during the period of sick leave. In no instance shall sick leave be granted for periods of less than one-half (1/2) hour except to permit use 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.

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

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

Section 7. Work Related Disability and Employment. The State agrees to maintain the policy of attempting to place employees who have incurred a work related disability in areas of work which would fit the employee's physical capabilities, but not to create a job just to provide employment. The parties may waive Article XII by mutual agreement to implement this Section.

## ARTICLE X

### LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. All requests for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Authorization for Leave. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for a leave of absence shall be answered by the supervisor promptly. No leave of absence request shall be unreasonably denied and no employee shall be required to exhaust vacation leave accruals prior to a leave of absence.

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

When more than one (1) employee requests a discretionary leave and the Appointing Authority determines that a discretionary leave or leaves may be granted, such leave or leaves shall be granted on the basis of State Seniority to the most senior employee making such request, provided the Appointing Authority may deny such request of a senior employee(s) if the

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

### Section 3. Paid Leaves of Absence.

- 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, grandchildren, 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 rate of pay but shall remit to his/her Appointing Authority the amount received, exclusive of expenses, for serving as a witness, as required by the court.

- 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 shall receive their rate of pay but shall remit to their Appointing Authority the amount received for jury duty exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.
- 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 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 State employees from duty with full pay in the event of a natural or man made emergency, if continued operation would involve a threat to the health or safety of individuals. Absence with pay shall not exceed sixteen (16) working hours at any one time unless the Commissioner of Employee Relations authorizes a longer duration.

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

Section 4. Unpaid Leaves of Absence.

- A. Unclassified Service Leave: Leave may be granted to any classified employee to accept a position in the unclassified service of the State of Minnesota.
- B. Educational Leave: Leave may be granted to any employee for educational purposes.
- C. Disability Leave: Leaves of absence up to one (1) year shall be granted to any permanent employee who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the employee, such leave may be extended.

- D. Maternity/Paternity or 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.
- E. 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.
- F. Personal Leave: Leave may be granted to any employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- G. Precinct Caucus or Convention: Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus or political convention.
- H. Union Leave: Upon the written request of the Union, leave shall be granted to employees who are elected or appointed by the Union to serve on a Union Negotiating Team. Local Union Stewards, Local Union Officers, Union Officers or other employees who may be elected or appointed by the Union or Local Union to perform duties for the exclusive representative shall be granted time off, provided that the granting of such time off does not adversely affect the operations of the employee's department or agency.

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

Leave time for service on a Union Master Negotiating Team/Assembly shall be considered as paid leave for purposes of vacation leave and sick leave accrual.

- I. Leave for Related Work: Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of State service which is funded by a government or private foundation grant and which is related to the employee's current work.

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 his/her former position or another position in his/her former class in his/her seniority unit, or a position of comparable duties and pay within his/her seniority unit. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the Appointing Authority. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence. (See also Article XII, Section 5A, regarding return from a leave of absence to a vacancy.)



## ARTICLE XI

### JOB SAFETY

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

Section 2. Safety Committee. There shall be established in each department and/or principal place of employment (for example: institutions, hospitals, colleges, transportation department areas, Department of Natural Resources regions, etc.) a joint Safety Committee composed of Appointing Authority representatives selected by the Appointing Authority and employee representatives selected by the Union, one from each bargaining unit represented by the Union. If more than one (1) exclusive representative exists in the department or principal place of employment, the Union will attempt to work out an arrangement with the other exclusive bargaining representative(s) to insure their input to the Committee. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Safety Committee Chairperson. The Safety Committee shall meet at

least quarterly or as may be legally required and meetings shall be scheduled by the Safety Officer. Additional meetings may be called by the Safety Officer or by the Union or Appointing Authority as the need may arise. All Safety Committee meetings shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong Safety Program, and to review and recommend safety policies to the Appointing Authority.

### Section 3. 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 Safety Committee.
- B. Any protective equipment or clothing, e.g., safety glasses or other types of eye protection (including prescription lenses and frames when required), safety helmets, safety vests, welding gloves and aprons, safety shoes, ear protection, etc., shall be provided and maintained by the Appointing Authority whenever such equipment is required as a condition of employment either by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration.

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

Section 4. Building Safety. Upon the occurrence of any condition threatening a building or the area around it, immediate action shall be taken by the Appointing Authority to safeguard personnel, documents, and funds. A building emergency plan shall be developed by the Appointing Authority. The plan for building emergencies shall specify areas to be used for safety from the elements. It shall also specify actions to be taken by all occupants in emergency situations including building evacuation, search for unidentified objects, and occupation of shelter areas. No employee shall be required to participate in any search for an explosive or incendiary device against his/her wish, nor suffer any loss of pay because of any building evacuation in an emergency situation.

## ARTICLE XII

### VACANCIES, FILLING OF POSITIONS

Section 1. Vacancies Defined. A vacancy is defined as an opening in the classified service for a non-temporary (more than six (6) months) position, the assemblage of a seasonal work crew if defined as such in Supplemental Agreements, or a shift opening in the seniority unit, which the Appointing Authority determines to fill. A vacancy may be created by death, resignation, dismissal, transfer out of the seniority unit, permanent reassignment to a new work location thirty-five (35) miles or more distant, retirement, leave of absence expected to be longer than six (6) months, permanent disability, promotions, demotions, successful bid, or the creation of a new position or shift or seasonal work crew and the Appointing Authority determines that such vacancy is to be filled. A non-tenured laborer opening is not a vacancy.

### Section 2. Reassignment.

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

B. Between Work Areas or Shifts (No Vacancies).

If no vacancy has been created and it is necessary to reassign an employee within thirty-five (35) miles, the Appointing Authority shall have the option of requesting volunteers from among employees in the same class (or option) and work area/or shift from which the reassignment is to be made or may reassign the least senior qualified employee from such class (or option) and work area/or shift. However, if the Appointing Authority requests volunteers and one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the least senior qualified employee in the same class (or option) and work area/or shift from which the reassignment is to be made shall be reassigned.

C. Reassignment following Posting and Bidding.

If a vacancy has been created or a shift opening occurs, and the Appointing Authority determines to fill the vacancy or shift opening without adding another employee, the position shall be posted and bid. The Appointing Authority may then reassign to the position vacated by the successful bidder in accord with "B" above. If there are no bidders for the position, the Appointing Authority may fill the position by reassignment in accord with "B" above.

D. Temporary Reassignment.

Notwithstanding the above, the Appointing Authority may temporarily reassign any employee to another work area and/or shift for five (5) consecutive months or less.

Section 3. Job Posting and Bidding. Whenever a vacancy occurs, the Appointing Authority shall post for a minimum of ten (10) calendar days, or through such procedures as are otherwise agreed upon between the Appointing Authority and the Union, a description of the vacancy on all employee bulletin boards where employees in the seniority unit in the class in which the vacancy exists are stationed. The posting description shall be dated and shall contain the name of the class (or option), a general description of the duties, the work area of the position, and the normal hours of work. A copy of the posting shall be furnished to the Local Union President.

Vacancies in Junior/Senior Plans shall be posted at both levels of the plan. Bids shall be accepted from employees in both classes. Bids shall be considered first from among employees in the higher class and if there are no bids, shall then be considered from among employees in the lower class. A list of Junior/Senior Plans in existence as of August 11, 1981 is attached in Appendix K.

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

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

Section 4. Eligibility for Bidding. Employees shall be eligible to bid for any vacancy within their class (or option or other options for which they are qualified as determined by the Appointing Authority) and seniority unit. Unclassified employees are not eligible to bid. Any employee who has successfully bid to secure a vacancy other than a seasonal work crew vacancy shall not be entitled to bid on another vacancy for a period of six (6) months following the date upon which the employee exercised a successful bid.

Section 5. Filling Positions. Vacant positions shall be filled as follows:

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

Vacancies shall be filled by the posting and bidding process until there is no bid or until a maximum of three (3) such vacancies have been filled, whichever comes first.

When an employee returns from an approved leave of absence and there is a vacancy, the employee shall be reinstated to that vacancy, provided that no employee with more Classification Seniority has bid on the position. If a more senior employee has successfully bid on the position, the employee returning from the approved leave of absence shall be selected for the position vacated by the successful bidder (see also Article X, Section 5, regarding return from a leave of absence).

Notwithstanding the above, the Appointing Authority shall not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation.

B. Seniority Unit Layoff List:

1. Same Employment Condition.

Selection shall next be made from employees on the Seniority Unit Layoff List in order of Classification Seniority if such a list exists pursuant to Article XV, Section 11. No new appointments shall be made in a seniority unit in a class (or option) and employment condition for which a Seniority Unit Layoff List exists until all employees on such list have been offered the opportunity to accept the position.

2. Different Employment Condition.

Selection shall next be made from employees on the Seniority Unit Layoff List in order of Classification Seniority for the class (or option)



and seniority unit in which the vacancy exists who were laid off from an employment condition other than that of the vacancy to be filled. Selection shall be limited to the geographic area (within thirty-five (35) miles) of the position from which the employee was laid off.

C. Absence of Seniority Unit Layoff List: If no Seniority Unit Layoff List exists, the Appointing Authority shall have the option of filling the vacancy by the use of any of the following methods:

1. Eligible List: If an eligible list is to be used, selection shall be made from among employees within the same seniority unit in which the vacancy exists, whose names appear on the eligible list certified by the Department of Employee Relations in the order of Departmental Seniority, provided the senior employee's ability and capacity to perform the job are relatively equal to that of other applicants certified from the list; or,
2. Class (or Class Option) Layoff List: If a Class (or Class Option) Layoff List is to be used, selection shall be made from among qualified employees whose names appear on the list in the order of State Seniority; or,
3. Voluntary Demotion: If a voluntary demotion is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary demotion; or,

4. Voluntary Transfer: If a voluntary transfer is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary transfer; or,
5. Reinstatement: If reinstatement is to be used, selection shall be made by reinstating a former employee; or,
6. Other: The Appointing Authority may also use any other appointment procedure pursuant to statute.

Notwithstanding any of the above, where a Class (or Class Option) Layoff List exists, no new appointments of persons other than current civil service employees shall be made in a seniority unit in a class (or option) and employment condition for which a Class (or Class Option) Layoff List exists.

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

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

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

Section 6. Effects of Changes in Position Allocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of the position, such positions shall be considered vacant under the provisions of this Article and filled in accord with Sections 1 through 5.

Section 7. Effects of Reallocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position, such situation shall be deemed a reallocation.

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

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

When the reallocated position is a vacancy or when the incumbent employee has not performed satisfactorily in the position or does not possess the required licensure, certification, or registration, the position shall be filled as provided in Sections 3, 4, and 5 of this Article.

When the incumbent is ineligible to be appointed to the reallocated position as provided above, the employee shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority. In this case, if the employee is not reassigned, transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply. Any such reassignment must precede use of the layoff provisions of this Agreement.

Employees may submit requests for job audits directly to the Department of Employee Relations.

Except for reallocations resulting from a study of an agency or division thereof initiated by the Department of Employee Relations or an Appointing Authority, if the incumbent of a position which is reallocated upward receives a probationary appointment to a reallocated position, pay for the reallocated position shall commence fifteen (15) calendar days after the receipt in the Department of Employee Relations of a reallocation request determined by the Department of Employee Relations to be properly documented, and it shall continue from that date for up to a maximum of sixty (60) calendar days or until the effective date of the probationary appointment, whichever comes first. If more than sixty (60) days after the initial fifteen (15) day period elapse, payment shall be for the final sixty (60) days in the period.

The decision of the Commissioner of Employee Relations on the reallocation of any position shall not be subject to the grievance and arbitration provision of this Agreement.

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 wage increases and cost of living adjustments as provided by this Agreement.

Section 8. Required Probationary Period. Except as provided below, all unlimited appointments to positions in the classified service shall be for probationary period specified in Section 10.

No probationary period shall be required for a recall from a Seniority Unit Layoff List, a transfer in the same class under the same Appointing Authority, or a transfer or demotion to a previously held class under the same Appointing Authority.

Section 9. Discretionary Probationary Period. An Appointing Authority may, with prior written notice to the employee, require a probationary period as specified in Section 10 for transfers and demotions to a new Appointing

Authority or to classes in which the employee has not previously served, reemployment, reinstatement, or recall from a Class (Class Option) Layoff List.

Section 10. Length of Probationary Period.

<u>Unit</u>	<u>Length</u>
Unit 2	348 working hours
Unit 3	696 working hours
Unit 4	696 working hours
Unit 6	696 working hours
Unit 7	696 working hours
Unit 8	696 working hours

However, the probationary period for the class of Human Services Technician in the Department of Public Welfare, Department of Education and Department of Veterans Affairs and for the class of Correctional Counselor I shall be 1,044 working hours.

For purposes of this Section, working hours shall include hours actually worked, excluding overtime; except that working hours shall include overtime hours actually worked if the employee is required to liquidate the overtime in compensatory time off. Working hours shall also include paid holidays; and paid leave taken in increments of less than the employee's normal work day.

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.

An employee who began a probationary period before August 11, 1981, shall complete that probationary period under the terms of the applicable 1979-1981 collective bargaining Agreement.

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

Employees promoted prior to the completion of their probationary period to a higher class in the same occupational field shall complete their probationary period in the lower class by service in the higher class.

Employees demoted during or at the end of a probationary period shall have the time in the higher class count toward the probationary period in the class to which such employees are demoted.

Section 11. Evaluation. During the probationary period, the Appointing Authority shall conduct a minimum of one (1) performance counseling review of the employee's work performance at the approximate mid-point of the probationary period and furnish the employee with a written copy of the evaluation.

Section 12. Trial Period. Employees who have been appointed to a new class or transferred and required to serve a new probationary period shall have a trial period of fifteen (15) calendar days for the purpose of evaluation. During this trial period, the employee may elect to return to the

former position. In the event an employee does not successfully complete the remaining probationary period, after the fifteen (15) day trial period, the employee shall be returned to the former class within the seniority unit from where the employee came, and if a vacancy exists, to the same geographic area. In this event, the employee shall accrue all seniority in the former class as if continually employed in the former class.

Section 13. Discipline and Discharge. The Appointing Authority shall not discharge or fail to certify any probationary employee without just cause. Probationary employees serving an initial probationary period may have the Union process the grievance on discharge or non-certification through Step 3 of Article XVII (Grievance Procedure), but such grievances shall not be subject to the arbitration provisions of this Agreement. Permanent status employees who fail to be certified may have the Union process non-certification grievances through Step 3 of Article XVII (Grievance Procedure), but such grievances shall not be subject to the arbitration provisions of this Agreement. However, for any grievance other than non-certification, employees with permanent status in another class and serving a subsequent probationary period shall not be denied use of Article XVII through the arbitration process.



ARTICLE XIII

PROMOTIONAL RATINGS

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

## ARTICLE XIV

### TRANSFERS BETWEEN AGENCIES

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

When the Appointing Authority to which the employee wishes to transfer agrees to the transfer and does not require that the employee serve a new probationary period, the employee's current Appointing Authority shall approve the transfer.

ARTICLE XV  
LAYOFF AND RECALL

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

Section 2. Layoff Procedure.

- A. Determination of Position(s). The Appointing Authority shall determine the position(s) in the class or class option, if one exists, and work location which is to be eliminated.
- B. Advance Notice. In the event a layoff in the classified service of seniority unit employees becomes necessary, the Appointing Authority shall notify the Union and the Local Union President of the classification(s) and number of positions to be eliminated at least ten (10) calendar days prior to the effective date of the anticipated layoff. At least seven (7) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) therefor and the estimated length of the layoff period, to all employee(s) about to be laid off and to the Local Union President.

C. Class Option Defined. A "class option" is defined as an area of specialization which may require special licensure, certification or registration, and for which a separate examination is used in making appointments to a class. Such options shall be listed in Appendix J.

D. Layoff Notification. Layoffs which are necessary shall be on the basis of inverse Classification Seniority within employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time or intermittent), seniority unit, and geographic area (within thirty five (35) miles of the work location) of the position to be eliminated. The Appointing Authority shall send a layoff notice to the employee with the least Classification Seniority in the same class (or class option), employment condition, and seniority unit within thirty-five (35) miles of the position to be eliminated.

For purposes of this Article, provisional employees shall be considered to have less Classification Seniority than probationary or permanent employees in the same class. Provisional employees shall be separated in inverse order of the date of their provisional appointment.

Seasonal employees and/or tenured laborers shall be laid off in inverse order of Classification Seniority within the principal place of employment of the position(s) to be eliminated unless waived by mutual agreement between the employee and the Appointing Authority.

- E. Reassignment. If the Appointing Authority determines to fill the position vacated by the employee who has received the layoff notice, the Appointing Authority shall have the option of requesting volunteers from among employees in the same class (or class option) and same employment condition in the work area of the position to be eliminated, or may reassign the least senior qualified employee from the same class (or class option), employment condition and work location. However, if the Appointing Authority requests volunteers and one or more employees volunteer for the reassignment, the most senior qualified volunteer shall be reassigned. If there are no volunteers, the Appointing Authority shall reassign the least senior qualified employee in the same class (or class option) and same employment condition in the work location of the position to be eliminated to the position vacated by the noticed employee.
- F. Procedure. The employee who has received a layoff notice shall accept a vacancy in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within thirty-five (35) miles of the employee's current work location.

If there is no vacancy, the employee shall either:

1. Bump the least senior employee in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within thirty-five (35) miles of the employee's current work location; or,

2. Accept a vacancy in the same seniority unit in an equal class in which the employee previously served or for which the employee is determined by the Employer to be qualified and in the same employment condition within thirty-five (35) miles of the employee's current work location.

If neither of the preceding is available, the employee shall be laid off, or the employee may choose any of the following options. If none of these options is available, the employee shall be laid off.

1. Bump the least senior employee in the same seniority unit in an equal class (or class option or another option for which the employee is determined to be qualified by the Employer) in which the employee previously served and in the same employment condition within thirty-five (35) miles of the employee's current work location;
2. Accept a vacancy in the same seniority unit in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition within thirty-five (35) miles of the employee's current work location;
3. Bump the least senior employee in the same seniority unit in a lower class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) and in the same employment condition within thirty-five (35) miles of the employee's current work location;

4. Accept a vacancy in the same seniority unit, same class (or class option or another option within that class for which the employee is determined to be qualified by the Employer), and same employment condition more than thirty-five (35) miles from the employee's current work location;
5. Bump the least senior employee in the same seniority unit, same class (or class option or another option within that class for which the employee is determined to be qualified by the Employer) and employment condition more than thirty-five (35) miles from the employee's current work location;
6. Accept a vacancy in the same seniority unit in an equal class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition more than thirty-five (35) miles from the employee's current work location;
7. Bump the least senior employee in the same seniority unit in an equal class (or class option or another option for which the employee is determined to be qualified by the Employer) in which the employee previously served and in the same employment condition more than thirty-five (35) miles from the employee's current work location;

8. Accept a vacancy in the same seniority unit in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition more than thirty-five (35) miles from the employee's current work location;
9. Bump the least senior employee in the same seniority unit in a lower class (or class option) in which the employee previously served, (or another option within that class for which the employee is determined to be qualified by the Employer) and in the same employment condition more than thirty-five (35) miles from the employee's current work location;
10. Bump any employee on a temporary appointment in the same seniority unit and in the same class who has more than thirty (30) calendar days remaining on such temporary appointment and is within thirty-five (35) miles of the employee's current work location.  
The temporary employee so bumped shall be separated.

Any employee bumped pursuant to this Section shall be laid off in accord with Section 2 of this Article.

Section 3. Conditions for Bumping or Accepting Vacancies. The following shall govern bumping and accepting vacancies pursuant to Section 2:

1. In all cases of bumping, the employee exercising bumping rights must have greater Classification Seniority in the class into which the employee is bumping than the employee who is to be bumped.



2. An employee who does not have sufficient Classification Seniority to bump into a previously held class shall not forfeit the right to exercise Classification Seniority to bump into the next previously held class in the same seniority unit.
3. Any employee who has the option to fill a vacancy in the same class or in a class in which the employee previously served must possess more Classification Seniority than other bidders to fill the vacancy.
4. Any employee who has the option to fill a vacancy in a class in which the employee has not previously served shall fill the vacancy only if there are no other bidders.
5. When a vacancy exists in a class into which the employee has a right to bump, the employee must accept the vacancy prior to exercising the option to bump.
6. If more than one employee opts to fill a vacancy or bump another employee, the employee with the greater seniority (Classification Seniority or Departmental Seniority whichever is applicable) shall have priority in exercising that option.

The Appointing Authority need not consider bids by employees for vacancies if acceptance of a bid would create a layoff or a bumping situation.

Section 4. Junior/Senior Plans. When layoffs take place in the senior class of a Junior/Senior Plan, as defined by the Employer, and the employee demotes or bumps to the junior class as provided in the layoff procedure, the junior position shall simultaneously be reallocated to the senior class, provided that the employee is qualified for the reallocation under the terms of the Junior/Senior Plan.

Section 5. Pay on Demotion. Any employee who demotes as part of this layoff procedure shall retain his/her current rate of pay or the rate of pay at the top of the pay range of the class to which he/she demotes, whichever is less.

Section 6. Rights of Excluded Employees Entering the Bargaining Unit.

A. Employees who have accepted positions in a bargaining unit not represented by the Union shall have bumping rights into a position in a bargaining unit represented by the Union in a class in which the employee previously served or in a class for which the employee is determined to be qualified by the Employer only under the following conditions:

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

2. The employee shall accrue no Classification Seniority in a class in a bargaining unit represented by the Union while serving in a position in a bargaining unit not represented by the Union.
3. The employee shall have exhausted all bumping rights within his/her own bargaining unit or, if not in a bargaining unit, within the applicable framework.
4. The employee shall fill a vacancy in a class in which he/she has previously served or for which he/she is determined to be qualified by the Employer and for which there are no bidders prior to bumping any employee in a bargaining unit represented by the Union. Employees in bargaining units represented by the Union shall be able to exercise a bump to a vacancy prior to the vacancy being filled by an employee from a bargaining unit not represented by the Union.

B. Employees in positions excluded from any bargaining unit shall be subject to the provisions provided in "1", "3", and "4" above. However, employees who have accepted positions excluded from a bargaining unit shall have Classification Seniority as provided for in Article IV, Section 1 of this Agreement.

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

Section 7. Relocation Expenses. If the application of Section 2 of this Article requires an employee to change residence and such change meets the thirty-five (35) mile requirements provided for in Article XXI, Relocation Expenses, the employee shall be eligible for payment of relocation expenses, consistent with Article XXI, subject to the following conditions:

- A. If an employee must select a more than thirty-five (35) mile option (Section 2E) 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 an employee cannot fill a vacancy in a previously held class within thirty-five (35) miles of the employee's current work location or the employee cannot bump into a previously held class within thirty-five (35) miles of the employee's current work location, the employee shall be eligible for all relocation expenses.

Section 8. Limited Interruptions of Employment. Any interruption in employment not in excess of seven (7) consecutive calendar days or any reduction from an employee's normal work hours which continues two (2) calendar weeks or less shall not be considered a layoff. Such limited interruption or reduction in hours may occur as a result of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons.

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

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

In the event limited interruptions of employment occur, full-time employees shall, upon request, be entitled to advance of hours in order to provide the employee with up to eighty (80) hours of earnings for a pay period. Advance of hours shall be allowed up to the maximum number of hours of an employee's accumulated and unused vacation leave. If an employee elects to draw such advances, the employee shall not be permitted to reduce the employee's vacation accumulation below the total hours advanced. However, no employee after the first six (6) months of continuous service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the employee has been advanced under this Section. All overtime hours worked subsequent to such advances shall be credited against the employee's aggregate advance of hours until the advance is reduced to zero (0).

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

Section 9. Layoff Lists.

- A. Seniority Unit Layoff List. The names of employees who have been laid off, employees who have accepted a position in a different class or another employment condition, or who have accepted a demotion in lieu of layoff, or bumped employees who have accepted a demotion in lieu of layoff, shall be automatically placed on a regular or seasonal Seniority Unit Layoff List for the seniority unit, class (or class option), and employment condition from which they were laid off or other employment conditions for which they are available or from which they were bumped in the order of their Classification Seniority. Names shall be retained on the Seniority Unit Layoff List for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of eight (8) years.
- B. Class (or Class Option) Layoff List. The names of such employees shall also be placed on a Class (or Class Option) Layoff List for the class (or class option) from which they were laid off, or bumped in order of their State Seniority. Names shall be retained on the Class (or Class Option) Layoff List for a minimum of one (1) year or for a period of time equal to the employee's State Seniority, to a maximum of three (3) years.

When an employee's name is placed on the Class (or Class Option) Layoff List, the employee shall indicate, in writing on a document provided by the Appointing Authority, the seniority unit(s), the geographic location(s) and the employment condition(s) for which he/she would accept employment. The employee may change his/her availability by notifying the Department of Employee Relations.

Section 10. Re-employment Lists. Upon giving written notice of layoff to an employee and the Union, the Appointing Authority shall simultaneously notify the State Department of Employee Relations. The name of all such employees shall be placed on all re-employment lists prepared by the Department of Employee Relations for those classes in which the employee held Classification Seniority and for locations and employment conditions for which the employee is eligible and has indicated, in writing on a document provided by the Appointing Authority, a willingness to accept employment. The Department of Employee Relations shall then certify the laid off employee to be considered for appointment to vacancies for which the employee is thus eligible.

The provisions of this Section shall not apply to employees on seasonal layoff of less than four (4) months.

Section 11. Recall. Employees shall be recalled from layoff in the order in which their names appear on the Seniority Unit Layoff List for the class (or class option), employment condition and seniority unit from which they were laid off, bumped, or demoted in lieu of layoff.

Failure to accept employment in the seniority unit, class, geographic area and employment condition from which the employee was laid off shall result in removal of the employee's name from the Seniority Unit Layoff List and Class (or Class Option) Layoff List.

Failure to accept employment in the seniority units, classes, geographic locations, and employment conditions from which the employee indicated availability will result in removal of the employee's name from the Class (or Class Option) Layoff List.

When an employee is appointed from either layoff list, his/her name shall be removed from both layoff lists for that class. In the event that an employee is recalled to a seniority unit other than the one from which he/she was laid off, and the employee does not successfully complete the probationary period, such employee's name shall be restored to the original Seniority Unit Layoff List for the remainder of the time period originally provided in Section 9A.

Seasonal employees shall be recalled in the order in which their names appear on the seasonal layoff list for the seniority unit and principal place of employment from which they were laid off and shall have preference for any temporary jobs in the principal place of employment in their class which are established during a period of seasonal layoff.



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

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

Employees on layoff lists for a class and not employed by the State shall be offered any temporary position in that class in the seniority unit and geographic area from which they were laid off in the order their names appear on the Seniority Unit Layoff List prior to filling such position with a new hire or an employee from another seniority unit.

The notice provisions of this Section shall not apply for filling such temporary positions. Employees accepting temporary positions shall be eligible employees for purposes of holidays, vacation leave, sick leave, and insurance. Such employees shall not be eligible to bid on vacancies under the provisions of Article XII of this Agreement. Upon expiration of the temporary appointment, the employee shall return to full layoff status.

Section 12. Subcontracting. In the event the Appointing Authority finds it necessary to subcontract out work now being performed by employees that may result in a displacement of employees, the Local Union shall be notified no less than ninety (90) calendar days in advance. During this ninety (90) day period, the Appointing Authority shall meet with the Local Union and discuss ways and means of minimizing any impact the subcontracting may have on the employees.

Section 13. Unclassified Employees. Unclassified seasonal employees, in the Departments of Public Safety and Military Affairs other than employees unclassified pursuant to Rule 10 (2 MCAR 2.010) who have been terminated in good standing shall be offered seasonal vacancies in the bargaining unit in the next subsequent season in the same department, class, and work function prior to the vacant position being filled by new hires.

Section 14. Exclusions. The provisions of this Article shall not apply to unclassified employees or non-tenured laborers except as specified in Section 13.

## ARTICLE XVI

### DISCIPLINE AND DISCHARGE

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

Section 2. Disciplinary Procedure. Disciplinary action or measures shall include only the following: 1) oral reprimand; 2) written reprimand; 3) suspension; 4) demotion; and 5) discharge.

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

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.

### Section 3. Discharge.

Permanent Employees: The Appointing Authority shall not discharge any permanent employee without just cause. If, in any case, the Appointing Authority feels there is just cause for discharge, the employee shall be suspended for five (5) days and the employee and the Local Union shall be notified, in writing, that the employee is subject to discharge and shall be furnished with the reason(s) therefor.

Probationary Employees: The Appointing Authority shall not discharge or fail to certify any probationary employee without just cause. The Appointing Authority shall notify the employee, in writing, with a copy to the Local Union, of the reason(s) for discharge or non-certification.

Section 4. Appeal Procedures. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure as provided in Article XVII.

Probationary employees serving an initial probationary period may have the Union process the grievance on discharge or non-certification through Step 3 of Article XVII (Grievance Procedure), but such grievances shall not be subject to the arbitration provisions of this Agreement.

Employees who have permanent status in another class and fail to be certified in a subsequent probationary period shall have the right to return to the position or another position in the same class in the seniority unit from which the employee was transferred or promoted. These permanent status employees who fail to be certified may have the Union process non-certification grievances through Step 3 of Article XVII (Grievance Procedure), but such grievances shall not be subject to the arbitration provisions of this Agreement. However, for any grievance other than non-certification, employees with permanent status in another class and serving a subsequent probationary period shall not be denied the use of Article XVII through the arbitration provisions.

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

Section 5. 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's personnel record.

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

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

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 a written reprimand or three (3) years following the effective date of the suspension.

The contents of an employee's personnel office record shall be disclosed to the employee upon request and to the employee's Union representative upon the written request of the employee. In the event a grievance is initiated under Article XVII, the Appointing Authority shall provide a copy of any items

from the employee's personnel office record upon the request of the employee. Up to ten (10) copies of such material shall be without cost to the employee, Local Union, or Union.

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

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

Section 6. Union 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 unless the employee has been given the opportunity to have a representative of the Union and/or the Local Union present at such meeting.

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

Section 7. Non-Tenured Labor Service Employees. The grievance and arbitration provisions of this Agreement do not apply to non-tenured labor service employees.

ARTICLE XVII  
GRIEVANCE PROCEDURE

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

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

Section 2. Processing Grievances. The Steward involved, the Chief Steward, the Local Union President or the Local Union Vice-President, 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 Steward involved and the grieving employee shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises to present the employee's grievance to the Appointing Authority.

The Steward involved, the Grievance Committee members, and the grieving employee shall receive their regular pay, excluding overtime, when a grievance is investigated or processed during working hours in Steps 1 through 3. In addition, the Union Steward, the Chief Steward, and the Local Union President or the Local Union Vice-President shall receive their regular pay if they participate in Steps 2 and 3.

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

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

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



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

STEP 4: If the grievance remains unresolved after the response of the Appointing Authority is given or is due, the Union shall have ten (10) calendar days in which to submit a letter to the State Negotiator and the Appointing Authority stating its intent to submit the issue to arbitration. When such a letter of intent has been submitted, the Union shall then have sixty (60) additional calendar days from the date of the letter to notify the State Negotiator in writing, that it desires to proceed with actual arbitration of the grievance. During the sixty (60) calendar days the Union and the State Negotiator may, by mutual agreement, petition the Minnesota Bureau of Mediation Services for assistance in resolving the grievance. If either party determines during the mediation process that further mediation would serve no purpose, the Union may proceed to arbitration. Within five (5) calendar days after the Union has notified the State Negotiator that it desires to proceed with the actual arbitration of the grievance the parties shall determine the

arbitrator to hear the arbitration by the method provided for in Section 3 of this Article. Expenses for the arbitrator's services and the proceedings shall be borne by the losing party, however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a change, the canceling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. If either party desires a verbatim record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the other party and the arbitrator.

Section 3. Arbitration Panel. All arbitrations arising under this Agreement shall be heard by a member of the permanent panel of five (5) arbitrators which shall be selected to serve for the life of this Agreement. Prior to September 30, 1981, the State Negotiator and the Union shall prepare a list of fifteen (15) arbitrators selected from the lists of arbitrators provided to the parties by the American Arbitration Association. The members of the permanent panel shall be selected from the list by the following method: The Union and the State Negotiator shall each strike a name from the list. The parties shall continue to strike names until the five (5) members of the permanent panel have been selected.

Arbitrators shall be selected to hear a grievance arbitration by lot.

If a vacancy on the permanent panel occurs during the life of this Agreement the vacancy shall be filled from among the remaining names on the original list by the same method used for selecting the original panel.

Section 4. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties of this Agreement, and shall have no authority to make a decision on any other matter not so submitted to him/her. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented.

Section 5. Time Limits. If a grievance is not presented within the time limits set forth above or the time lists set forth in a Supplemental Agreement, it shall be considered "waived". If a grievance is not appealed to the next step or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority's last answer. If the Appointing Authority or its agents does not answer a grievance or an appeal thereof within the specified time limits, the Union or its agents may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Appointing Authority

or its agents and the Union or its agents in each step and such extension will not be unduly denied. By mutual agreement of the Appointing Authority and the Union, the parties may waive Steps 1, 2 and/or 3.

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

## ARTICLE XVIII

### WAGES

Section 1. Salary Ranges. The salary ranges for classes covered by this Agreement shall be those contained in Appendix E. In the event that bargaining unit employees are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such class shall be established by the Department of Employee Relations which will advise the Union in advance of final establishment. The salary range established by the Department shall be based on comparability and internal consistency between classes in the salary plan.

Section 2. Conversion. Effective August 11, 1981, all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix E, except as hereafter set forth.

Employees who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new range.

In the event the August 11, 1981, maximum rate set forth in Appendix E is equal to or less than the employee's current salary, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of August 10, 1981.

Conversion to the new compensation grid shall not change an employee's eligibility for step progression increases, except as provided in the Memorandum of Understanding (Wage Inequities).

Section 3. Progression. All increases authorized by this Section shall be effective at the start of the pay period nearest to the completion of the months of required service.

Progression for classes assigned to the Compensation Grids 10, 11, and 15 shall be as follows:

Employees at the first step shall be advanced to the second step at the completion of six (6) calendar months of satisfactory continuous service at the first step. Employees shall be advanced from the second to the third step at the completion of six (6) calendar months of satisfactory continuous service at the second step. Employees at or beyond the third step shall advance to the next higher step at the completion of twelve (12) months of satisfactory continuous service at that step, until the maximum rate of pay is attained.

Employees who were formerly in the A Schedule who have been at or above the position rate one year or more as of August 11, 1981, shall be immediately eligible for a satisfactory performance increase of one step. Future progression increases shall be governed by the provisions of this Section.

Employees who were formerly in the A Schedule who convert to step 1 or 2 in the new compensation grid and have served at least six (6) months at their step, shall be immediately eligible for a satisfactory progression increase of one step. Future progression increases shall be governed by the provisions of this Section.

Unit 7 employees who had been at the maximum step of their salary range for twelve (12) calendar months or more, shall be immediately eligible for a progression increase.

Appointing Authorities may withhold such step increases because of unsatisfactory service, with written notice to the employee. Increases so withheld may subsequently be granted upon certification by the Appointing Authority that the employee has achieved a satisfactory level of performance.

Progression for classes assigned to Compensation Grids 12 and 14 shall be as follows:

The orientation rate shall be paid during the first six (6) calendar months of employment within a class and the base rate shall be paid thereafter unless payment at the base rate is provided in accord with Section 4A.

Employees in apprentice classes shall receive progression step increases upon completion of the hourly service requirements specified in Compensation Grid 16.

Progression for classes assigned to Compensation Grid 13 (Labor Service) shall be as follows:

Employees at Step A shall advance to Step B after eight hundred (800) hours of service within a calendar year. Employees at Step B shall advance to Step C after two (2) consecutive calendar years with eight hundred (800) hours or more of service in each year at Step B. Employees shall advance from Step C to Step D after two (2) consecutive calendar years of service with eight hundred (800) hours or more of service in each year at Step C. Service requirements must be fulfilled with the same Appointing Authority, at the same principal place of employment, and performing similar work.

Non-Tenured Laborers who fail to meet the service and hour requirements for advancement in any calendar year and who are subsequently reappointed to the labor service with the same Appointing Authority within one (1) year of termination shall be reappointed at the step at which they were last paid.

Tenured Laborers who fail to meet the service and hour requirements for advancement in any calendar year shall continue at the step at which they were last paid until they meet the service and hour requirements for advancement.



Tenured Laborers whose continuous service is interrupted shall be considered to be new employees for purposes of this Section if they are subsequently reappointed to the labor service and shall be reappointed at Step A.

Section 4. Salary Upon Class Change.

A. Promotion

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

B. Voluntary Transfer

An employee who transfers within the same class shall receive no salary adjustment. An employee who transfers between classes shall receive the minimum adjustment necessary to bring his/her salary 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. Voluntary Demotion

An employee who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

D. 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 5. General Wage Adjustments. The compensation grids for classes covered by this Agreement are contained in Appendix E, and shall be effective August 11, 1981. Employees shall convert to the new compensation grid as provided in Section 2.

Section 6. Second Year Wage Adjustments.

A. Units 2, 7, and 8. Effective June 30, 1982, all salary ranges and rates for classes in Units 2, 7, and 8 shall be increased by six (6) percent, rounded to the nearest cent. Effective December 29, 1982, all salary ranges

and rates for classes in Units 2, 7, and 8 shall be increased by three (3) percent, rounded to the nearest cent. Salary increases provided by this subsection shall be given to all employees in Units 2, 7, and 8, including those employees whose rates of pay exceed the maximum rate for their class.

B. Units 3, 4, and 6. In addition to the basic rates of pay set forth in Appendix E, all employees in Units 3, 4, and 6, including those employees whose rates of pay exceed the maximum rate for their class, will be paid cost of living adjustments based upon changes in the Revised Consumer Price Index for Urban Wage Earners and Clerical Workers (New Series Index, 1967=100) published for the Minneapolis-St. Paul Area by the U. S. Bureau of Labor Statistics. If the Bureau of Labor Statistics ceases to publish an index for the Minneapolis- St. Paul Area with a base of 1967=100, readings for April, 1982, and October, 1982, shall be converted to the 1967 base using the appropriate formula published by the Bureau of Labor Statistics.

For each 0.4 point increase in the CPI during the Base Period set forth below, all rates shall be increased by \$0.01 per hour. Such cost of living allowances shall become effective on the payroll period date set forth below and shall continue in effect until a redetermination of the allowance is made. Since all base periods originate with October, 1981, cost of living adjustments are not cumulative and allowances paid under an earlier determination shall cease when a redetermination takes effect.

<u>BASE PERIOD</u>	<u>EFFECTIVE DATE</u>
October 1981 - April 1982	June 30, 1982
October 1981 - October 1982	December 29, 1982

During the period when cost of living allowances are in effect, such allowances shall be added to the basic rate of pay for each employee and treated as part thereof in all calculations involving employees' pay.

Section 7. Shift Differential. Effective August 11, 1981, 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 cents (\$0.30) 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 8. Intermittent Differential Pay. Certain work duties and the operation of certain equipment as listed in Appendix F provide for the payment of intermittent equipment operation differentials for employees earning less than the rate of pay for Heavy Equipment Operator (full-time). Employees certified by the Appointing Authority to operate the equipment shall receive the differential pay for a full one-half (1/2) shift when they perform the work duties or operate the equipment during that one-half (1/2) shift.

Payment of the intermittent equipment operation differentials shall not apply to any loading equipment when a truck operator, on an occasional basis, loads his/her own truck with ice control material from a stockpile during ice control operations.

When new equipment is put into use, the differential rate for the new equipment shall be established by the Employer based on comparability to equipment currently in Equipment Pay Classifications I through IV.

Highway Maintenance Project Foreman (Intermittent) and Bridge Worker Foreman (Intermittent) shall receive the intermittent differential pay for a full one-half (1/2) shift when they are assigned to the work duties of the Project Foreman during that one-half (1/2) shift.

Section 9. 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;

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 one (1) step higher than the employee's current salary, whichever is greater.

Section 10. Correction Trades Differential. The following Skilled Trade classes employed in adult institutions of the Department of Corrections shall receive a \$0.60 per hour differential:

Assistant Chief Power Plant Engineer	Painter
Automotive Mechanic Lead	Painter Lead
Cabinet Maker	Plant Maintenance Engineer
Carpenter	Plasterer
Carpenter Lead	Plumber
Caulker	Plumber Lead
Electrician	Prison Industries Foreman-all
Electrician Lead	options
Institution Maintenance Lead Worker	Refrigeration Mechanic
Industries Supervisor-all options	Roofer
Machinery Repair Worker	Sheet Metal Worker
Machinist	Stationary Engineer
Machinist Foreman	Steamfitter
Mason	Steamfitting Foreman
Mason Foreman	Upholsterer
	Welder

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. 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. Effective August 11, 1981, severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

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 to the employee's credit at the time the employee was separated 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.

Section 12. Injured on Duty Pay. The parties recognize that employees working with residents or inmates of certain State institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, an employee of any Department of Corrections, Department of Public Welfare, Department of Education, or Department of Veterans Affairs

institution who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person who is a resident or is in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, 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 two hundred forty (240) times the employee's regular hourly rate of pay per disabling injury.

Section 13. Performance Evaluations. The employee shall receive a copy of the performance evaluation at the time he/she signs it. If the Appointing Authority adds comments to the performance evaluation after the evaluation has been signed by the employee, the Appointing Authority shall notify the employee of the change.



## ARTICLE XIX

### INSURANCE

Section 1. Group Insurance. The Employer agrees to maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of Insurance and the certificates issued thereunder. 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.

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.

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 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 may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For employees age sixty-five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

Section 3. Employer Contribution for Health Insurance. Effective August 11, 1981, the Employer shall pay the full cost of employee coverage for the health, surgical, medical and hospital coverages specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total employee Blue Cross and Blue Shield insurance premium not to exceed the total cost for employee coverage.

Effective August 11, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to ninety percent (90%) of the total dependent Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan, or any other plan offered by the Employer. A brief description of each of the HMO plans and Blue Cross and Blue Shield of Minnesota Plan is contained in Appendix I. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 4. Insurance Payment. Employees employed by the Employer on July 1, 1981, who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981, and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Employees employed by the Employer on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 6, 1982, and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October, 1982, provided there has been no break in continuous service between July 1, 1981, and October 6, 1982.

Employees shall be considered to be employed on July 1, 1981, October 7, 1981, and October 6, 1982, if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

Section 5. 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 (1980) 176.191, Subdivision 3.

Section 6. Employer Contribution for Dental Insurance. Effective August 11, 1981, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective August 11, 1981, the Employer shall pay one-half (1/2) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up

to one-half (1/2) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer. A brief description of the dental plans is contained in Appendix I.

Section 7. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal</u>
		<u>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
over \$20,000	\$25,000	\$25,000

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 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.

Section 8. Optional Insurance. The following optional insurance protection shall be available for purchase by eligible employees:

A. Short Term Salary Continuance. Provides benefits of \$140-\$1,000, 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.

B. Long Term Salary Continuance. Provides benefits of \$200-\$1,000, based on the employee's salary, commencing on the 181st day of total disability.

C. 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 9. 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 and medical benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 10. 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 insurance program for an additional six (6) months at their own expense at the group premium rates.

Section 11. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 3 and 6 above during the period August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

Section 12. Death Benefit. Employees who retire on or after August 11, 1981, shall be entitled to a \$500.00 cash death benefit payable to a beneficiary designated by the employee, if at the time of death the employee is entitled for an annuity under a State retirement program. A \$500.00 cash death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled on or after August 11, 1981, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.



## ARTICLE XX

### EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty-four (24) 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, mileage may be paid at the rate of nineteen (19) 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. 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.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of thirty-eight (38) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of twelve (12) 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 thirty-eight (38) cents and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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

Section 4. Overnight Travel. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status

in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$10.00 per week for laundry and dry cleaning for each week after the first week.

Section 5. Meal Allowances. Employees assigned to be in travel status between the employee's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals including a reasonable gratuity under the following conditions:

A. Breakfast

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

B. Noon Meal.

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 - \$4.00

Lunch - \$5.00

Dinner - \$9.00

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

## ARTICLE XXI

### RELOCATION ALLOWANCES

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 Appointing Authority.

When an employee must change residence as a condition of employment or in order to accept an appointment at a higher salary range offered by a Department, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accord with the provisions of this Article. Employees who are reassigned, transferred, or demoted to vacant positions in their State agency due to the abolishment (including transfer to another governmental jurisdiction or a private enterprise), removal to a new location, or removal to another State agency of all or a major portion of the operations of their Appointing Authority shall receive relocation expenses in accord 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 six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

B. Realtor's Fees. Realtor's fees for the sale of the employee's domicile, not to exceed \$3,000 shall be paid by the Appointing Authority.

C. Moving Expenses. The Appointing Authority shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.

D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of \$350.00 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 XX (Expense Allowances)), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

## ARTICLE XXII

### WORK RULES

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



ARTICLE XXIII

NON-DISCRIMINATION

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

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

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

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

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

The Joint Affirmative Action Committee shall meet as determined by the parties. They shall study:

Affirmative action plans;

Affirmative action goals and objectives;

Data, including labor market statistics to determine if protected class individuals are available for employment or exist in present State employment;

Proposed solutions to existing problems brought to the Committee for review and discussion; and,

Measures to provide maximum cooperation with goals and objectives determined by the Committee.

This Committee shall develop a policy to prohibit sexual harassment. The policy shall include a definition of sexual harassment, a reporting system that ensures confidentiality and protection from reprimand for complaints and witnesses.

## ARTICLE XXIV

### MANAGEMENT RIGHTS

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

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

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

## ARTICLE XXV

### UNION RIGHTS

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

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

ARTICLE XXVI

SAVINGS CLAUSE

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

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

## ARTICLE XXVII

### HOUSING

Section 1. Rental Rates. Any employee who is required by the Appointing Authority to live in a State owned residence as a condition of employment shall not be required to pay rent for the dwelling. Any employee who is not required by the Appointing Authority to live in a State owned residence as a condition of employment shall pay a fair rental rate established by the Appointing Authority for the dwelling.

In the event the Appointing Authority no longer requires an employee to live in a State owned residence as a condition of employment, the employee will be given a reasonable period of time not to exceed sixty (60) calendar days in which to find alternate housing if the employee so decides.

The Appointing Authority shall advise all employees in writing if occupancy of a particular dwelling is a condition of employment.

Section 2. Utilities and Repairs. The Appointing Authority shall pay all taxes on State owned residences.

If the Appointing Authority requires an employee to maintain an office in the State owned residence, the Appointing Authority shall pay all utilities related to the operation of the office.

The employee occupying the residence will be responsible for changing storm windows and screens and routine maintenance of the grounds designated as residence property, but all necessary decorating, painting, and repairs shall be done by the Appointing Authority at no cost to the employee. Employees shall not alter any plumbing, wiring, or any roof, wall, or partition without express written approval from the Appointing Authority and may be held responsible for any damage or alteration beyond ordinary wear.

Section 3. Garage Space. If available, garage space may be used by the employee for his/her private vehicle without cost to the employee. If State facilities are provided for this purpose, the employee shall not use State equipment or facilities for the repair or maintenance of the employee's vehicle.

## ARTICLE XXVIII

### NO STRIKE OR LOCKOUT

Section 1. No Strikes. The Union agrees that it will not promote or support any unlawful strike under the Minnesota Public Employment Labor Relations Act. A strike is lawful if conducted as provided under the provisions of Minnesota Statutes 179.64, Subdivision 1. A strike is defined under the Minnesota Public Employment Labor Relations Act as a "concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or the abstinence in whole or in part from the full, faithful, and proper performance of the duties of employment for the purpose of inducing, influencing, or coercing a change in the conditions or compensation or the rights, privileges, or obligations of employment." (Minnesota Statutes 179.63, Subdivision 2.)

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

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



## ARTICLE XXIX

### LEGISLATIVE RATIFICATION

Section 1. Action Required. It is understood that this Agreement must be approved by the Seventy-Second (72nd) session of the Minnesota Legislature or by the Legislative Commission on Employee Relations prior to implementation. The Employer shall draft all necessary ratification legislation required to implement fully the provisions of this Agreement. Legislation required by this Agreement shall include those items necessary to implement the provisions of written agreements between the State of Minnesota and the Union. The Union is not committed to support any provision of legislation which does not specifically relate to the provisions of this Agreement.

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

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

ARTICLE XXX

LABOR SERVICE

Employees in the labor service who are employed for a total of six (6) months within a twelve (12) month period shall be known as Tenured Laborers and shall be covered by all provisions of this Agreement.

ARTICLE XXXI

DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the eleventh day of August, 1981, subject to the acceptance of the Seventy-Second (72nd) session of the Legislature or the Legislative Commission on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 1983.

It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than October 1 of even-numbered years that it desires to modify the Agreement. In the event such notice is given, negotiations shall commence not later than November 15th of even-numbered years.

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

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

In witness thereof, the parties hereto have set their hands this \_\_\_\_\_  
day of August, 1981.

FOR THE UNION

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

FOR THE EMPLOYER

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

## APPENDIX A

The following is a listing of bargaining units for which AFSCME, Council 6, AFL-CIO has exclusive bargaining rights at the time this Agreement was signed.

Unit 2, Craft, Maintenance and Labor Unit  
Unit 3, Service Unit  
Unit 4, Health Care Non-Professional Unit  
Unit 6, Clerical and Office Unit  
Unit 7, Technical Unit  
Unit 8, Correctional Counselor Unit

### CRAFT, MAINTENANCE AND LABOR UNIT

#### UNIT 2

Case No: 80-PR-1258-A

All employees in the classifications included in the Craft, Maintenance and Labor Unit No. 2 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61-179.76.

### SERVICE UNIT

#### UNIT 3

Case No: 80-PR-1259-A

All employees in the classifications included in the Service Unit No. 3 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61-179.76.

### HEALTH CARE NON-PROFESSIONAL UNIT

#### UNIT 4

Case No: 80-PR-1260-A

All employees in the classifications included in the Health Care Non-Professional Unit No. 4 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61-179.76.

CLERICAL AND OFFICE UNIT

UNIT 6

Case No: 80-PR-1261-A

All employees in the classification included in the Clerical and Office Unit No. 6 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61-179.76.

TECHNICAL UNIT

UNIT 7

Case No: 80-PR-1262-A

All employees in the classification included in the Technical Unit No. 7 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61-179.76.

CORRECTIONAL COUNSELOR UNIT

UNIT 8

Case No: 81-PR-1959-A

All employees in the classification included in the Correctional Counselor Unit No. 8 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. St. 179.61-179.76.

## APPENDIX B - HOLIDAYS

Eligible employees who normally work less than full-time and eligible intermittent employees, temporary employees, and non-tenured laborers shall have their holiday pay prorated on the following basis:

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

APPENDIX C - VACATION

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

HOURS OF VACATION ACCRUED DURING EACH  
PAYROLL PERIOD OF LENGTH OF SERVICE

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 years
Less than $9\frac{1}{2}$	0	0	0	0	0
At least $9\frac{1}{2}$ but less than $19\frac{1}{2}$	$\frac{3}{4}$	1	$1\frac{1}{4}$	$1\frac{1}{2}$	$1\frac{1}{2}$
At least $19\frac{1}{2}$ , but less than $29\frac{1}{2}$	1	$1\frac{1}{4}$	$1\frac{3}{4}$	2	2
At least $29\frac{1}{2}$ , but less than $39\frac{1}{2}$	$1\frac{1}{2}$	2	$2\frac{3}{4}$	3	3
At least $39\frac{1}{2}$ , but less than $49\frac{1}{2}$	2	$2\frac{1}{2}$	$3\frac{1}{2}$	$3\frac{3}{4}$	4
At least $49\frac{1}{2}$ , but less than $59\frac{1}{2}$	$2\frac{1}{2}$	$3\frac{1}{4}$	$4\frac{1}{2}$	$4\frac{3}{4}$	5
At least $59\frac{1}{2}$ , but less than $69\frac{1}{2}$	3	$3\frac{3}{4}$	$5\frac{1}{4}$	$5\frac{3}{4}$	6
At least $69\frac{1}{2}$ , but less than $79\frac{1}{2}$	$3\frac{1}{2}$	$4\frac{1}{2}$	$6\frac{1}{4}$	$6\frac{3}{4}$	7
At least $79\frac{1}{2}$	4	5	7	$7\frac{1}{2}$	8



APPENDIX D - SICK LEAVE

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

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

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

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												
C	42	YR	8,895	9,145	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	42
		MO	741	762	785	807	830	858	880	901	924	943	
		HR	4.26	4.38	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	
	43	YR	9,145	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	43
		MO	762	785	807	830	858	880	901	924	943	966	
		HR	4.38	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	
C	44	YR	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	44
		MO	785	807	830	858	880	901	924	943	966	987	
		HR	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	
C	45	YR	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	45
		MO	807	830	858	880	901	924	943	966	987	1014	
		HR	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	
C	46	YR	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	46
		MO	830	858	880	901	924	943	966	987	1014	1039	
		HR	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	
C	47	YR	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	12,758	47
		MO	858	880	901	924	943	966	987	1014	1039	1063	
		HR	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	6.11	
C	48	YR	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	12,758	13,071	48
		MO	880	901	924	943	966	987	1014	1039	1063	1089	
		HR	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	6.11	6.26	
C	49	YR	10,816	11,087	11,317	11,588	11,839	12,110	12,465	12,758	13,071	13,384	49
		MO	901	924	943	966	987	1009	1039	1063	1089	1115	
		HR	5.18	5.31	5.42	5.55	5.67	5.80	5.97	6.11	6.26	6.41	
C	50	YR	11,087	11,317	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	50
		MO	924	943	966	987	1009	1035	1061	1089	1115	1141	
		HR	5.31	5.42	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	
C	51	YR	11,317	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	51
		MO	943	966	987	1009	1035	1061	1089	1115	1141	1171	
		HR	5.42	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	
C	52	YR	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	52
		MO	966	987	1009	1035	1061	1089	1115	1141	1171	1202	
		HR	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	
C	53	YR	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	53
		MO	987	1009	1035	1061	1089	1115	1141	1171	1202	1235	
		HR	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	
C	54	YR	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	54
		MO	1009	1035	1061	1089	1115	1141	1171	1202	1235	1274	
		HR	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	
C	55	YR	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	55
		MO	1035	1061	1089	1115	1141	1171	1202	1235	1274	1307	
		HR	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	
C	56	YR	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	56
		MO	1061	1089	1115	1141	1171	1202	1235	1274	1307	1343	
		HR	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	
C	57	YR	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	57
		MO	1089	1115	1141	1171	1202	1235	1274	1307	1343	1382	
		HR	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	
C	58	YR	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	58
		MO	1115	1141	1171	1202	1235	1274	1307	1343	1382	1423	
		HR	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	
C	59	YR	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	17,560	59
		MO	1141	1171	1202	1235	1274	1307	1343	1382	1423	1463	
		HR	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	8.41	

Comp Code	A	B	C	D	E	F	G	H	I	J
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YR - Yearly Salary Rate  
 MO - Monthly Salary Rate  
 HR - Hourly Salary Rate

[illegible]

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
C	42	YR	8,895	9,145	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	42
		MO	741	762	785	807	830	858	880	901	924	943	
		HR	4.26	4.38	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	
	3	YR	9,145	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	43
		MO	762	785	807	830	858	880	901	924	943	966	
		HR	4.38	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	
C	44	YR	9,417	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	44
		MO	785	807	830	858	880	901	924	943	966	987	
		HR	4.51	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	
C	45	YR	9,688	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	45
		MO	807	830	858	880	901	924	943	966	987	1014	
		HR	4.64	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	
C	46	YR	9,960	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	46
		MO	830	858	880	901	924	943	966	987	1014	1039	
		HR	4.77	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	
C	47	YR	10,294	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	12,758	47
		MO	858	880	901	924	943	966	987	1014	1039	1063	
		HR	4.93	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	6.11	
C	48	YR	10,565	10,816	11,087	11,317	11,588	11,839	12,173	12,465	12,758	13,071	48
		MO	880	901	924	943	966	987	1014	1039	1063	1089	
		HR	5.06	5.18	5.31	5.42	5.55	5.67	5.83	5.97	6.11	6.26	
C	49	YR	10,816	11,087	11,317	11,588	11,839	12,110	12,465	12,758	13,071	13,384	49
		MO	901	924	943	966	987	1009	1039	1063	1089	1115	
		HR	5.18	5.31	5.42	5.55	5.67	5.80	5.97	6.11	6.26	6.41	
C	50	YR	11,087	11,317	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	50
		MO	924	943	966	987	1009	1035	1061	1089	1115	1141	
		HR	5.31	5.42	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	
	51	YR	11,317	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	51
		MO	943	966	987	1009	1035	1061	1089	1115	1141	1171	
		HR	5.42	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	
C	52	YR	11,588	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	52
		MO	966	987	1009	1035	1061	1089	1115	1141	1171	1202	
		HR	5.55	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	
C	53	YR	11,839	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	53
		MO	987	1009	1035	1061	1089	1115	1141	1171	1202	1235	
		HR	5.67	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	
C	54	YR	12,110	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	54
		MO	1009	1035	1061	1089	1115	1141	1171	1202	1235	1274	
		HR	5.80	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	
C	55	YR	12,424	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	55
		MO	1035	1061	1089	1115	1141	1171	1202	1235	1274	1307	
		HR	5.95	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	
C	56	YR	12,737	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	56
		MO	1061	1089	1115	1141	1171	1202	1235	1274	1307	1343	
		HR	6.10	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	
C	57	YR	13,071	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	57
		MO	1089	1115	1141	1171	1202	1235	1274	1307	1343	1382	
		HR	6.26	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	
C	58	YR	13,384	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	58
		MO	1115	1141	1171	1202	1235	1274	1307	1343	1382	1423	
		HR	6.41	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	
C	59	YR	13,697	14,052	14,428	14,825	15,284	15,681	16,119	16,579	17,080	17,560	59
		MO	1141	1171	1202	1235	1274	1307	1343	1382	1423	1463	
		HR	6.56	6.73	6.91	7.10	7.32	7.51	7.72	7.94	8.18	8.41	
Step			01	02	03	04	05	06	07	08	09	10	
Comp Code			A	B	C	D	E	F	G	H	I	J	
YR - Yearly Salary Rate													
MO - Monthly Salary Rate													
HR - Hourly Salary Rate													

[illegible]

Compensation Grid 12  
BARGAINING UNIT 3  
August 11, 1981

Comp Code			A	B	
Step			01	02	
Series	Range	YR	13,969	14,282	Range
B	1	MO	1164	1190	1
		HR	6.69	6.84	
		YR	14,282	14,532	
B	2	MO	1190	1211	2
		HR	6.84	6.96	
		YR	14,532	14,825	
B	3	MO	1211	1235	3
		HR	6.96	7.10	
		YR	14,825	15,138	
B	4	MO	1235	1261	4
		HR	7.10	7.25	
		YR	15,138	15,576	
B	5	MO	1261	1298	5
		HR	7.25	7.46	
		YR	15,576	16,036	
B	6	MO	1298	1336	6
		HR	7.46	7.68	
		YR	16,036	16,495	
B	7	MO	1336	1375	7
		HR	7.68	7.90	
		YR	16,495	16,996	
B	8	MO	1375	1416	8
		HR	7.90	8.14	
		YR	16,996	17,497	
B	9	MO	1416	1458	9
		HR	8.14	8.38	

Step	01	02
Comp Code	A	B
YR - Yearly Salary Rate		
MO - Monthly Salary Rate		
HR - Hourly Salary Rate		

Compensation Grid 13  
LABOR SERVICE (Unit 3)  
Comp. Code 10D

<u>CLASS CODE</u>	<u>CLASS TITLE</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>OCCUP. CATEGORY</u>
0412	Laborer 1, Non-Tenured	\$6.31	6.46	7.08	7.28	Labor
0414	Laborer 1, Tenured	\$6.31	6.46	7.08	7.28	Labor

Compensation Grid 14  
BARGAINING UNIT 2  
August 11, 1981

Comp Code			A	B	
Step			01	02	
Series	Range	YR	14,219	14,532	Range
B	77	MO	1185	1211	77
		HR	6.81	6.96	
		YR	14,532	14,783	
B	78	MO	1211	1232	78
		HR	6.96	7.08	
		YR	14,783	15,075	
B	79	MO	1232	1256	79
		HR	7.08	7.22	
		YR	15,075	15,389	
B	80	MO	1256	1282	80
		HR	7.22	7.37	
		YR	15,389	15,827	
B	81	MO	1282	1319	81
		HR	7.37	7.58	
		YR	15,827	16,286	
B	82	MO	1319	1357	82
		HR	7.58	7.80	
		YR	16,286	16,746	
B	83	MO	1357	1395	83
		HR	7.80	8.02	
		YR	16,746	17,247	
B	84	MO	1395	1437	84
		HR	8.02	8.26	
		YR	17,247	17,748	
B	85	MO	1437	1479	85
		HR	8.26	8.50	
		YR	17,748	18,249	
B	86	MO	1479	1521	86
		HR	8.50	8.74	
		YR	18,249	18,771	
B	87	MO	1521	1564	87
		HR	8.74	8.99	
		YR	18,771	19,335	
B	88	MO	1564	1611	88
		HR	8.99	9.26	
		YR	19,335	19,899	
B	89	MO	1611	1658	89
		HR	9.26	9.53	



Comp Code			A	B	
Step			01	02	
Series	Range	YR			Range
B	90	MO	19,899	20,483	90
		HR	1658	1707	
			9.53	9.81	
B	91	YR	20,483	21,089	91
		MO	1707	1757	
		HR	9.81	10.10	
B	92	YR	21,089	21,715	92
		MO	1757	1810	
		HR	10.10	10.40	
B	93	YR	21,715	22,362	93
		MO	1810	1864	
		HR	10.40	10.71	
B	94	YR	22,362	23,031	94
		MO	1864	1919	
		HR	10.71	11.03	
B	95	YR	23,031	23,741	95
		MO	1919	1978	
		HR	11.03	11.37	

Step			01	02
Comp Code			A	B
YR - Yearly Salary Rate				
MO - Monthly Salary Rate				
HR - Hourly Salary Rate				

Compensation Grid 15  
BARGAINING UNIT 8  
Effective August 11, 1981

Comp Code			A	B	C	D	E	F	G	H	
Step			01	02	03	04	05	06	07	08	
Series	Range	YR	14,971	15,409	15,827						Range
C	1	MO	1248	1284	1319						1
		HR	7.17	7.38	7.58						
		YR	16,245	16,725	17,226	17,685	18,186	18,750	19,314	19,878	
C	2	MO	1354	1394	1436	1474	1516	1563	1610	1696	2
		HR	7.78	8.01	8.25	8.47	8.71	8.98	9.25	9.52	
		YR	18,750	19,314	19,878	20,442	21,005	21,569	22,195	22,822	
C	3	MO	1563	1610	1696	1703	1750	1797	1850	1902	3
		HR	8.98	9.25	9.52	9.79	10.06	10.33	10.63	10.93	
Step			01	02	03	04	05	06	07	08	
Comp Code			A	B	C	D	E	F	G	H	

Compensation Grid 16  
ESTABLISHED APPRENTICE RANGE  
COMP CODE 99L

Completion of:

	<u>Hire</u>	<u>1044 Hours</u>	<u>2088 Hours</u>	<u>3132 Hours</u>	<u>4176 Hours</u>	<u>5220 Hours</u>	<u>6264 Hours</u>	<u>7308 Hours</u>	<u>8176 Hours</u>
YR	16,474	16,808	17,142	17,539	17,894	18,270	18,667	19,063	19,481
MO	1373	1401	1429	1462	1491	1522	1556	1589	1623
HR	7.89	8.05	8.21	8.40	8.57	8.75	8.94	9.13	9.33

MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF MINNESOTA  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Agreement is made and entered into this 11th day of August, 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated locals, hereinafter referred to as the UNION.

1. The parties agree to implement the following inequity adjustments, effective August 11, 1981:

<u>Class Title</u>	<u>Current Range</u>	<u>New Range</u>
Admissions/Gift Shop Clerk	46H	48H
Agricultural Lab Technician	53H	54H
Agronomy District Coordinator, Senior	65H	67H
Area Terminal Produce Inspector	64H	67H
Automotive Parts Technician	60H	61H
Chemical Dependency Counselor	61H	63H
Chemical Dependency Counselor, Senior	64H	66H
Graphic Arts Camera Operator	59H	61H
*Hearings Reporter		
*Hearings Reporter, Senior		
Laundry Assistant	51H	52H
Office Machine Repair Worker	58H	59H
Office Machine Repair Worker, Senior	60H	61H
Offset Press Operator	56H	59H
Offset Press Operator, Senior	59H	62H
Rate and Tariff Analyst, Senior	68H	69H
Weights and Measures Investigator 1	66H	68H
Weights and Measures Investigator 1 (Heavy)	67H	69H
Weights and Measures Investigator 2	70I	71I
Word Processing Operator 2	53H	54H
Word Processing Operator 3	56H	57H
Workers' Compensation Analyst	60H	63H
Workers' Compensation Analyst, Senior	63H	66H

\*These adjustments represent "total compensation," and employees shall not receive compensation for sale of transcripts.

Unless otherwise provided in this Memorandum, all employees in the classes listed above shall convert, on August 11, 1981 to the same relative step in the new salary range as they held in the old salary range, in addition to the salary increase provided by Article XVIII, Section 5. Such adjustments shall not affect an employee's normal step or progression increase.

2. The employees in the class Correctional Counselor 3 shall convert to salary range 3H on August 11, 1981 in the following manner:

Step Before AdjustmentStep After Adjustment

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

Employees who have been at step 3 or 4 for more than six (6) months as of August 11, 1981 shall be immediately eligible to progress to the next step and shall advance to the next higher step after the completion of the required length of service at their new step.

Employees who have been at step 8 for one year or more shall immediately move to step 7 in the new range and shall be eligible for an additional step after one more year of satisfactory service.

3. Employees in classes that were formerly in the A Schedule shall convert to new ranges in the C Schedule according to the following:

Previous A Schedule RangeNew C. Schedule Range

4G	66G
4I	66I
5I	67I
6I	68I
7I	69I
7J	69J
8I	71I
9I	72I
10G	73G
10I	73I
11I	75I

Employees shall convert to the new range on a comparable step basis, provided that any employee who receives less than an 8% adjustment upon such conversion shall move to the next higher step that provides at least an 8% adjustment.

4. Employees in the class Delivery Van Driver who engage in the over-the-road driving of a heavy truck (at least 2 ton) shall receive a differential of twenty-five cents (\$0.25) per hour when operating such a vehicle.

In witness whereof, the parties have hereto set their hands on the date first mentioned above.

FOR THE UNION

FOR THE EMPLOYER

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APPENDIX F

PAY DIFFERENTIALS

Section 1. Intermittent Equipment Operations Differentials.

A. Equipment Pay Classification I (\$0.30 per hour)

Tandem trucks (in excess of 40,000 GVW)

Dempster Dumpster

B. Equipment Pay Classification II (\$0.60 per hour)

Four wheel drive loader

Power actuated auger (over 6 inches)

Power or motor grader (70 horsepower or greater - routine operations)

Road oil circulating booster retort

Self-propelled seaman rotary mixer

Self-propelled rollers (5 to 8 tons)

Self-propelled shouldering machine

Steam boiler (requires third class "B" Steam engineers license)

Track-type tractor (with power takeoff of 30 to 50 horsepower)

Fork-lifts (over 15 tons)

Slope mower (boom operated)

Ten ton truck

Green-lite-centerline striper console operator

Muskeg brush cutter

Bobcat 970 skid steer loader

Skidder

C. Equipment Pay Classification III (\$0.90 per hour)

Backhoe (mounted on rubber-tired industrial tractor)

Centerline striper

Distributor (1,000 gallon capacity or greater used in applying oils,  
asphalts, tars)

Drill rig, heavy duty

Self-propelled bituminous paver (operator)

Pickup-type road sweeper

Portable hot-mix plant (20 tons or larger per hour)

Rotary type snow plow

Self-propelled rollers (8 tons and over)

Track-type tractor (with power takeoff of 50 horsepower or greater)

Semi-tractor trailer operator

Lowboy tractor-trailer combination

Snow grooming machine with hydraulic takeoff

D. Equipment Pay Classification IV (\$1.15 per hour)

Power or motor grader (finish blade)

Power shovel

Dragline

Mobark 640 log debarker

Section 2. Intermittent Foreman Differential.

Highway Maintenance Project Foreman (Intermittent) (\$0.90 per hour)

Bridge Worker Foreman (Intermittent) (\$0.60 per hour)

Section 3. Iron Range Resources and Rehabilitation Board. In the Iron Range Resources and Rehabilitation Board, whenever heavy equipment operator work assignments are made involving Class III heavy equipment, to perform building demolition work of any kind, the regular heavy equipment operator differential rate in effect, at that time, for that equipment shall be increased fifty percent (50%) of the rate difference, between Class III and Class IV pay differentials. This differential rate shall be applied and payable for the actual hours involved (rounded to the nearest one-half hour) for the demolition type work but shall not include subsequent operations such as clean-up, filling, clearing, loading, etc. The immediate supervisor shall determine the starting and ending times of demolition work for payment purposes.

The equipment classified as Classification III shall be supplemented to include the operation of a Skidozer, when used while snow grooming trails and/or grooming any other recreation area.

Section 4. Department of Natural Resources. In the Department of Natural Resources, Intermittent Heavy Equipment Operating assignments shall be made on the basis of State Seniority from among certified available employees capable of performing work in the same discipline and assigned to the same principal place of work.



Section 5. Department of Transportation.

A. Metropolitan Maintenance.

1. Selection and Certification of Employees for Heavy Equipment Operator (Intermittent). When the Appointing Authority determines that an additional employee(s) is to be trained for certification as a Heavy Equipment Operator (Intermittent) within a particular sub-area, area, or on a piece of district-wide equipment, such opportunity shall be posted a minimum of seven (7) calendar days in the sub-area or area, where an additional employee(s) is to be certified. Only employees earning less than the rate of pay for Heavy Equipment Operator (full-time) assigned to the sub-area or area where the additional employee(s) is to be trained shall be eligible to bid.

When the Appointing Authority determines that an additional employee(s) is to be trained for certification to operate a piece of district-wide equipment, the opportunity shall be posted district-wide. Only those district employees earning less than the rate of pay for Heavy Equipment Operator (full-time) assigned to the district where the additional employee(s) is to be trained shall be eligible to bid for training on district-wide equipment.

Employees interested in being considered for such training shall indicate their interest in writing.

For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority in a sub-area or area, the Appointing Authority shall consider for training the three (3) most senior employees who have indicated their interest in writing. For each Heavy Equipment Operator (Intermittent) needed by the Appointing Authority to operate a piece of district-wide equipment, the Appointing Authority shall consider for training, the seven (7) most senior employees within the district who have indicated their interest in writing.

Such employees considered for training will be scheduled for an oral interview before a three (3) member panel of supervisors selected by the Appointing Authority for the purpose of determining their knowledge of the proper maintenance and the operation of the equipment.

Each of the considered employees shall be scored individually by each supervisor and the scores of each of the three supervisors shall be totalled. The employee(s) with the highest total score shall be selected for the training. When additional certified operators are needed, over and above the number indicated by the posting, the entire process shall be repeated. During the selection process, a Union Representative may be present along with a certified Heavy Equipment Operator (Intermittent), selected by the Appointing Authority for the purpose of observing the impartiality and fairness of the scoring process.

An employee shall be certified as a Heavy Equipment Operator (Intermittent) upon completion of the required schedule of hours that were in effect on December 1, 1973, and upon certification by the Highway Maintenance Superintendent and the Highway Equipment Supervisor. An employee may also be certified as a Heavy Equipment Operator by the Highway Maintenance Superintendent and the Highway-Equipment Supervisor without completing the schedule of hours of training, if the employee has demonstrated his/her ability to satisfactorily operate the equipment.

After certification, for good and sufficient reason, the Appointing Authority may require re-examination for continued certification. The Appointing Authority shall also have the right to de-certify an employee as a Heavy Equipment Operator (Intermittent) for just cause.

2. Assignment to Heavy Equipment Operator (Intermittent). Where adequate staffing of the work permits, employees will be assigned to Heavy Equipment Operator (Intermittent), within each District and, where applicable, within each sub-area in accord with seniority based on date of certification to specific equipment paying a Heavy Equipment Operator differential as follows:

- a. District Equipment - District equipment is that heavy equipment which is designated as District equipment by the Appointing Authority. District equipment is operated district-wide regardless of sub-area boundaries. The most

senior certified operator based on date of certification among employees in each District, shall be assigned to operate the district-wide equipment and may:

1. Be permanently reassigned to the sub-area where the district-wide heavy equipment is sited, or;
2. If not permanently reassigned, be required to report temporarily on a day-to-day basis to the worksite or to the sub-area where the equipment is operating, or to where the equipment is housed, on his/her own time and at his/her own expense.

If assignment to such equipment would be for less than a full day, the Appointing Authority may assign the senior certified operator in the sub-area where the district-wide heavy equipment is operating.

- b. Sub-Area Equipment - Sub-area equipment is heavy equipment which is stationed, house or assigned to a sub-area and which normally operates within a sub-area's boundaries. The most senior certified operator based on date of certification among sub-area operators where the equipment is stationed or housed shall be assigned to operate the equipment throughout the sub-area.

When the equipment moves into another sub-area to perform work and returns on the same day it shall be assigned to the most senior certified operator from where the equipment is stationed. When sub-area equipment is to be used in another sub-area and will not be returned at the end of the scheduled

work day to the sub-area where it is stationed, housed, or assigned, the sub-area equipment will temporarily be reassigned to the sub-area where it is to be used. In this event, the most senior certified operator from the sub-area to which the equipment has been reassigned shall be assigned to operate the equipment. If there are no certified operators available in that sub-area, the most senior certified operator from an abutting sub-area within the district shall be assigned to operate the equipment.

Note: In District 9, wherever two sub-areas are housed in the same building, the combined area seniority shall be used rather than sub-area seniority.

- c. Tandem Trucks - Tandem trucks are an exception to the use of district-wide and sub-area heavy equipment as outlined above. Tandem trucks are used district-wide regardless of sub-area boundaries. The most senior operator based on certification among sub-area employees where the tandem truck is normally housed shall be assigned to operate the tandem truck.

Note: In District 9, wherever two sub-areas are housed in the same building, the most senior operator based on certification among employees of both sub-areas shall be assigned to operate the tandem trucks.

- d. Area Equipment - Area equipment is heavy equipment which is stationed, housed, or assigned, to an area in which it normally operates. The most senior certified operator within the area shall be assigned to operate the equipment.

When the equipment moves into another area to perform work and returns the same day it shall be assigned to the most senior certified operator from where the equipment is stationed. Where area equipment is used in another area and will not be returned at the end of a scheduled shift the equipment will be operated by the most senior certified operator in the area where the equipment is used. If there are no certified operators available in that area, the most senior certified operator from an abutting area within the district shall be assigned to operate the equipment.

3. Fringe Pay for Intermittent Assignments.

Intermittent Foreman and/or Intermittent Heavy Equipment Operators who maintain a minimum of twelve-hundred (1200) hours in a twelve (12) consecutive month period in such assignments shall be paid forty cents (\$.40) per hour premium in addition to their regular hourly rate when using vacation or sick leave or observing non-worked holidays. The initial computation of the minimum hourly requirement shall be based on the twelve (12) month period ending December 31, 1973. The twelve (12) month minimum shall be recomputed quarterly

and the employee shall receive the forty cents (\$.40) per hour premium provided he/she has maintained the twelve-hundred (1200) hour minimum in the most recent twelve (12) month period.

B. Outstate Maintenance

1. Qualification for Certification as Heavy Equipment Operator

(Intermittent). When the Appointing Authority determines that an additional employee is to be trained for certification as Heavy Equipment Operator, (Intermittent), at a particular truck station, or within a sub-area, or maintenance area, on a specific piece of equipment, employees shall be provided an opportunity to train for certification by Classification Seniority from among those employees within the truck station, sub-area, or maintenance area, who desire such opportunity to qualify and who can reasonably be expected to satisfactorily meet the standards for certification on such equipment.

If no employee desires to train for certification, the least senior employee who can be reasonably expected to satisfactorily meet the standards for certification may be assigned to such training.

2. Certification Heavy Equipment Operator (Intermittent). An

employee shall be certified as Heavy Equipment Operator (Intermittent), upon completion of the required schedule of hours of training that were in effect on December 1, 1973, and upon

certification by the Highway Maintenance Superintendent and the Heavy Equipment Mechanic Foreman. An employee may also be certified as a Heavy Equipment Operator (Intermittent) by the Highway Maintenance Superintendent and the Heavy Equipment Mechanic Foreman without completing the schedule of hours of training, if the employee has demonstrated his/her ability to satisfactorily operate the equipment. After certification, the Appointing Authority reserves the right to decertify Intermittent Heavy Equipment Operators whose performance deteriorates and who fail to meet the standards established by the foreman for operating heavy equipment or who fail to maintain the equipment properly, or who abuse the equipment. Decertification shall be grievable under Article XVII of the Master Agreement.

3. Assignment to Heavy Equipment Operator (Intermittent).

Assignment to equipment shall be in order of Classification Seniority of those employees certified as Heavy Equipment Operator (Intermittent). The selection shall be first from the class of Highway Maintenance Worker, Senior, then from the class of Highway Maintenance Worker, and then from any other class.

Assignment to equipment within a sub-area and/or truck station where a Heavy Equipment Operator (Intermittent), is to be used, shall be determined by the Classification Seniority of those employees qualified as Heavy Equipment Operator (Intermittent).



## API DIX G

BI-WEEKLY SENIORITY UNIT PERSONNEL TRANSACTIONS  
(DO NOT INCLUDE EMPLOYEES WORKING LESS THAN 14 HRS/WK OR 100 DAYS/YR)

DEPARTMENT: \_\_\_\_\_

SENIORITY UNIT NAME: \_\_\_\_\_

LOCAL UNION: \_\_\_\_\_

FOR PAYROLL PERIOD ENDING: \_\_\_\_\_

## ADDITIONS TO SENIORITY UNIT

SOCIAL SECURITY #	NAME : LAST,	FIRST	M.I.	CLASS CODE	BARG. UNIT #	HOME ADDRESS
100-100000000	SMITH,	JOHN	E.	100	100	100

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DELETION

DELETION CODE\*

[illegible]

NO ADDITIONS OR DELETIONS

NO ADDITIONS OR DELETIONS

THIS PAYROLL PERIOD \_\_\_\_\_

THIS PATROL PERIOD

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SIGNATURE

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\*DELETION REASON CODES:

1 - Terminated Employment		TITLE

2 - Transferred to another Appointing Authority. (Indicate Department.)

3 - Promoted to class not in unit. (Indicate new class.)

3	Transferred to class not in unit. (Indicate new class.)	DATE
4	- Transferred to non-bargaining unit position in same class (Attach Explanation)	DATE

5 - Position now supervisory or confidential (Attach Explanation, Copy of B.M.S.)

order or stipulation of Union and State Negotiator's Office, (as available).)

6 - Other - explain:

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## APPENDIX H

The following is an alphabetical listing of seniority units for which AFSCME, Council 6, AFL-CIO has exclusive bargaining rights at the time this Agreement was signed.

Accountancy, Board of

Administration, Department of (including Capitol Area Architectural and Planning Board)

Administrative Hearings, Office of

Agriculture, Department of

Animal Health, Board of

Architecture, Engineering, Land Surveying, and Landscape Architecture, Board of

Arts Board, Minnesota State

Attorney General, Office of

Auditor, Office of the State

Barber Examiners, Board of

Boxing, Board of

Chiropractic Examiners, Board of

Commerce, Department of

Community College System Office (including Computer Center)

Community College - Anoka-Ramsey (including East Central Services Center)

Community College - Austin

Community College - Brainerd

Community College - Fergus Falls

Community College - Hibbing

Community College - Inver Hills

Community College - Itasca

Community College - Lakewood

Community College - Mesabi

Community College - Minneapolis

Community College - Normandale

Community College - North Hennepin

Community College - Northland

Community College - Rainy River

Community College - Rochester

Community College - Vermillion

Community College - Willmar

Community College - Worthington

Corrections, Department of - Central Office and Community Services

Corrections, Department of - Minnesota Correctional Facility, Stillwater

Corrections, Department of - Minnesota Correctional Facility, St. Cloud

Corrections, Department of - Minnesota Correctional Facility, Lino Lakes

Corrections, Department of - Minnesota Correctional Facility, Shakopee

Corrections, Department of - Minnesota Correctional Facility, Willow River

Camp

Corrections, Department of - Minnesota Correctional Facility, Sauk Centre

Corrections, Department of - Minnesota Correctional Facility, Red Wing

Corrections, Department of - Thistledeew Camp

Corrections, Department of - Minnesota Correctional Facility, Oak Park Heights

Corrections, Department of - Ramsey Security Unit

Crime Control Planning Board

Dentistry, Board of

Economic Development, Department of

Economic Security, Department of

Education, Minnesota State Department of - all employees excluding Residential  
Schools

Education, Minnesota State Department of - School for the Deaf and Braille and  
Sight Saving School (However, Article IV, XII, and XV shall apply to Unit  
4 employees only in the school in which they are employed).

Electricity, Board of

Energy Agency, Minnesota

Ethical Practices Board

Finance, Department of

Handicapped, State Council for the

Health, Department of

Higher Education Coordinating Board

Higher Education Facilities Authority, Minnesota

Housing Finance Agency, Minnesota

Human Rights, Department of

Indian Affairs Intertribal Board

Investment, Board of

Iron Range Resources and Rehabilitation Board

Labor and Industry, Department of

Medical Examiners, Board of

Military Affairs, Department of

Minnesota Educational Computing Consortium

Minnesota Municipal Board

Natural Resources, Department of

Nursing, Board of

Ombudsman for Corrections

Optometry, Board of

Peace Officers Standard and Training Board

Pharmacy, Board of

Planning Agency, State

Pollution Control Agency, Minnesota

Psychology, Board of

Public Safety, Department of

Public Service, Department of

Public Utilities Commission

Public Welfare, Department of - all employees excluding those employed at  
institutions

Public Welfare, Department of - Ah-Gwah-Ching Nursing Home

Public Welfare, Department of - Anoka State Hospital

Public Welfare, Department of - Brainerd State Hospital

Public Welfare, Department of - Cambridge State Hospital

Public Welfare, Department of - Faribault State Hospital

Public Welfare, Department of - Fergus Falls State Hospital

Public Welfare, Department of - Moose Lake State Hospital

Public Welfare, Department of - Oak Terrace Nursing Home

Public Welfare, Department of - Rochester State Hospital

Public Welfare, Department of - St. Peter State Hospital

Public Welfare, Department of - Willmar State Hospital

Revenue, Department of (including Board of Assessors)

Secretary of State, Office of the

Sentencing Guidelines Commission, Minnesota

Spanish-Speaking Peoples Council

State Retirement System, Minnesota

Tax Court, Minnesota

Teaching, Board of

Teachers Retirement Association, Minnesota

Transportation, Department of - District 1

Transportation, Department of - District 2  
Transportation, Department of - District 3  
Transportation, Department of - District 4  
Transportation, Department of - District 5, 9 and Central Office  
Transportation, Department of - District 6  
Transportation, Department of - District 7  
Transportation, Department of - District 8  
Treasurer, Office of the State  
University System, State - Chancellors Office  
University System, State - Bemidji State University  
University System, State - Mankato State University  
University System, State - Metropolitan State University  
University System, State - Moorhead State University  
University System, State - St. Cloud State University  
University System, State - Southwest State University  
University System, State - Winona State University  
Veterans Affairs, Department of  
Veterinary Medicine, Board of  
Voyageurs National Park, Citizens' Committee for  
Waste Management, Board of  
Water Planning Board  
Zoological Gardens, Minnesota

EMPLOYEE

# Group Life & Health Insurance

This brochure is not a policy, but is a brief description of the benefits provided by each of the carriers. Employees receive Certificates stating the main provisions of each Master Policy.

CARE PROGRAM  
STATE OF MINNESOTA  
JANUARY 1, 1980

The program is a well balanced and comprehensive program of life insurance, hospital-medical and dental benefits for eligible employees paid for by the State. Also, included are optional coverages which the employee may purchase and pay for by 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.

Part-time or seasonal employees who do not meet the 75% time requirement above, but are employed on at least a 50% time basis, nonetheless may enroll at their own expense.

Basic benefits shall become effective on the first day of the payroll period beginning on or after the 28th calendar day following the first day 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 employees coverage. When both spouses work for the State, only one of them may apply for and receive State contribution for dependent coverage.

## LIFE INSURANCE BENEFITS

Group life insurance, covering death from any cause, is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). Employees becoming totally and permanently disabled prior to age 60, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until death.

Accidental death and dismemberment benefits — If an employee dies by accident (on or off the job) the life insurance doubles.

You must elect either the fee for service plan or one of the health maintenance plans described on the following pages. Benefits are coordinated with the benefits of other group plans. You are also eligible for dental coverage with Delta Dental Plan of Minnesota. Group Health Plan members may choose either the Group Health Dental Plan or the Delta Dental Plan.

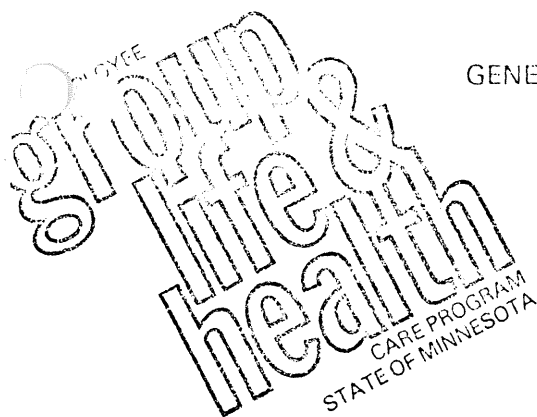
Eligible dependents, as it applies to the health coverage, include the subscriber's spouse if not legally separated, the subscriber's unmarried dependent children from birth to age 19 or to age 23 if such unmarried dependent child 19 years of age or older is a full time student at an accredited institution in addition or to any of the following: such dependent son or daughter qualifies under the terms of the contract as being incapable of self-sustaining employment for 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.

## Schedule of Life Insurance Benefits:

Employee's Annual Base Salary	Amount of Basic Life Insurance
\$10,000 or less	\$10,000
10,001 - \$15,000	15,000
15,001 - 20,000	20,000
20,001 or more	25,000

## Managers Classification

Over \$30,000	\$35,000
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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.

**Fee for service plans** pay a scheduled benefit on expenses incurred. The employee is normally responsible for a portion of the expenses. The employee or covered dependent in a fee for service plan may choose any licensed physician and hospital for services.

**Health maintenance organizations** provide their members with comprehensive health care services on a pre-paid basis. With some exceptions, services are provided at no cost to the member. In addition to providing services for the diagnosis and treatment of illness or injury, HMO's include preventive medicine. Under the HMO concept, members must use the services of HMO affiliated physicians, clinics and hospitals. Special provision is made for emergency service while traveling out of the service area.

A description and comparison of all the plans are outlined in this brochure.

## SIMILAR BENEFITS

GENERAL HOSPITAL ADMISSIONS  
SURGERY  
ANESTHESIOLOGY  
X-RAY AND LABORATORY  
(In-patient and clinical)  
OFFICE CALLS  
EYE EXAMS  
MATERNITY

## VARIED BENEFITS PREVENTIVE MEDICINE

## OUT PATIENT EMERGENCY

## PRESCRIPTIONS, DRUGS

## EYE GLASSES

## MENTAL HEALTH INPATIENT

## OUTPATIENT

## CHEMICAL DEPENDENCY INPATIENT OUTPATIENT

## SUPPLEMENTAL BENEFITS

## OUT OF AREA BENEFITS

## DENTAL CARE

## PRE-EXISTING CONDITIONS

## CONVERSION PLAN

## GENERAL BENEFITS

100% coverage in semi-private room for at least 365 days.	100%
100% covered	100%
100% covered	100%
100% covered	100%
100% covered	100%
100% covered	100%
100% covered while coverage is in force.	100%

100% coverage for health evaluations (except to obtain employment or insurance), well baby care, immunizations, vaccinations, allergy treatment or testing. Patient education programs are available through CMGHP medical center.

100% coverage	100%
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Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.

Available at reduced cost at participating optical stores.

100% coverage up to 30 days a calendar year.

20 visits a calendar year, member pays \$10 a visit.

100% coverage for up to 73 days a calendar year.

Covered under out-patient mental health.

80% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.

100% coverage for hospitalization and emergency room. Physicians fees: 80% of fair and reasonable charges.

Preventive dental care for children to age 12.

No restrictions.

CMGHP provides conversion to a non group CMGHP membership.



# ORDINATED HEALTH RE

# ORDINATED HEALTH RE

# ORDINATED HEALTH RE

coverage in semi-private room for at least 365 days. covered covered	100% coverage in semi-private room for at least 365 days 100% covered 100% covered 100% covered	100% coverage in semi-private room for at least 365 days. 100% covered 100% covered 100% covered
covered covered covered while coverage is in force.	100% covered 100% covered 100% covered while coverage is in force.	100% covered 100% covered 100% covered while coverage is in force.
coverage for health evaluations, immunizations, eye exams, eye exams, well child care when provided by CHC physician.	100% coverage for routine annual physicals and immunizations, PAP smears, well baby and child care.	100% coverage for health evaluations (except to obtain employment or insurance), well baby care, immunizations, and allergy testing and treatment.
Member pays \$10 at CHC facility or other facility in life threatening emergency, co-payment is waived if needed.	Member pays \$10 a visit at hospital where GHA has staff privileges.	100% coverage
Member pays \$2 for 34 day prescription at any CHC pharmacy. Member pays \$4 at any other pharmacy.	Member pays \$1 a prescription at participating pharmacies up to \$100 a person each certificate year, and 50% of drug expense exceeding \$100 each certificate year.	In 1979 and 1980 members pay \$.50 a prescription for up to 34 days supply of drugs included in GHP formulary. Pharmacies available in eight GHP centers.
Available at cost plus small handling charge when purchased through CHC eyeglass center.	Not covered.	Available at GHP cost when purchased at GHP centers Metro area.
100% co-payment, maximum confinement 30 days.	100% coverage in semi-private room for 70 days in any 12 month period when under care of Range Mental Health Center.	100% hospital coverage for 70 days a contract year; 100% coverage by GHP Mental Health Department up to 30 days a contract year.
100% coverage 1st through 5th visits, \$10 co-payment through 25th visits, maximum 25 visits per year.	100% coverage for 20 visits in any 12 month period when under care of Range Mental Health Center.	Psychiatric diagnosis only, when provided by GHP staff.
Member pays \$15 a day 1st through 30th day, \$25 a day through 73rd day, maximum of 73 days. 100% coverage through 5th visit covered in full, 6th through 25th visit member pays \$10, maximum 25 visits a year.	100% coverage to benefit limit for 73 days in any 12 month period when under care of Range Mental Health Center. Same coverage as mental health.	100% in-patient coverage for 73 days while covered and when authorized by GHP chemical dependency counselor, 80% coverage if not under care of or referred by GHP. 100% out-patient coverage.
100% mental benefits covered at 100% after \$50 each calendar year, for services including private duty nursing, medical and medical equipment when prescribed by CHC physician; \$10,000 lifetime maximum.	100% coverage on rental or purchase of durable equipment when prescribed by plan physician.	100% coverage after \$50 co-payment a calendar year for skilled nursing care, oxygen and durable medical equipment when prescribed by GHP physician; \$10,000 lifetime maximum.
Member: Amount charged is paid in full for services at hospital; scheduled benefit allowance for visits to physician's office. In-patient: Full coverage in semi-private room. Surgery, anesthesia, and hospital visits paid up to scheduled benefit allowance.	Physicians services subject to \$9 relative value fee schedule. Member pays amount over schedule. Hospital services covered as in area.	For medical emergency, 100% coverage for in-patient/out-patient hospital; scheduled fees for in-patient/out-patient physician care based on California Relative Value Study at \$10 a "unit". GHP also has reciprocal service agreements with over 50 other HMO's.
Dental care and dental surgery is excluded except if needed by reason of accidental injury to sound natural excision of tumors and exostoses.	Limited dental benefits available. Contact plan office for details.	Preventive dental care for children to age 12. GHP member may select separate GHP dental coverage during annual open enrollment period or as a new employee.
Restrictions during open enrollment periods. May select health evaluations at other times.	No restrictions.	No restrictions.
Member may convert to individual coverage. Conversion is available to members who leave metropolitan area. (See certificate)	Full plan level of benefits at individual conversion rate.	GHP provides conversion to a non-group HMO membership in GHP.

# **HMO MINNESOTA**

# **BLUE CROSS HEALTH PLAN**

# **NICOLET ETEL HEALTH PLAN**

**ELIGIBILITY AND COVERAGE FOR HMO MINNESOTA, BLUE CROSS HEALTH PLAN AND NICOLET ETEL HEALTH PLAN**

<p>100% covered in semi-private room for at least 365 days.</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered while coverage is in force</p>	<p>100% coverage in semi-private room for at least 365 days.</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered while coverage is in force</p>	<p>100% coverage in semi-private room for at least 365 days.</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered</p> <p>100% covered while coverage is in force.</p>
<p>100% coverage for routine physicals, well baby care, immunizations and allergy treatment.</p>	<p>100% coverage for physical examinations (except for employment or insurance) and well baby care, immunizations, and allergy testing and treatment.</p>	<p>100% coverage for routine physicals (except for employment or insurance), eye and hearing exams, immunizations, allergy injections and well baby care.</p>
<p>Member pays \$15 a visit, waived if admitted within 24 hours of visit.</p>	<p>Member pays \$15 a visit, waived if admitted for same condition within 24 hours.</p>	<p>Member pays \$10 a visit, waived if member is admitted within 24 hours of visit.</p>
<p>Member pays \$2 per prescription at HMOM participating pharmacies.</p>	<p>Member pays up to \$2.50 a prescription for 30 day supply (90 days for birth control pills) or 100 units whichever is greater, or up to 1000 units of insulin.</p>	<p>Member pays up to \$2.50 a prescription for a 34 day supply (3 month supply of birth control pills). Birth control pills out of area.</p>
<p>20% discount for glasses, contact lenses (if medically necessary) at HMOM participating prescription centers.</p>	<p>Discount on eye glasses obtained at Daytons stores with plan prescription as follows: single vision lenses (2) \$5, multi-vision lenses (2) \$10, frames \$5</p>	<p>\$25 credit through Bension's or Target toward eyeglasses or contacts every two years provided there is a prescription change.</p>
<p>Member pays 20% a day, up to 73 days a calendar year.</p> <p>Member pays 20% a visit (not to exceed \$10) up to 30 visits a calendar year.</p>	<p>80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.</p> <p>Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.</p>	<p>Member pays \$20 a day, maximum 30 days per confinement.</p> <p>Individual therapy: member pays \$10 a visit, maximum 12 visits a year. Family therapy: member pays \$15 a session, maximum 12 sessions a year. Group therapy: member pays \$2 a session, maximum 12 sessions a year.</p>
<p>Member pays 20%, up to 73 days a calendar year.</p> <p>Member pays 20% a visit (not to exceed \$10), up to 30 visits a calendar year.</p>	<p>80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.</p> <p>Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.</p>	<p>Member pays \$250 an admission. Stays of more than 30 days need advance approval of NEHP.</p> <p>Member pays \$100 a treatment program.</p>
<p>100% coverage for medical equipment when prescribed by an HMOM physician.</p>	<p>80% coverage up to \$2,500, then 100% to \$100,000 for ambulance, private duty nursing, prosthetic devices and durable medical equipment; 100% coverage for blood. No coverage for chiropractor unless referred by plan physician. No coverage for custodial care.</p>	<p>80% coverage up to \$1,500 then 100% up to \$25,000 for durable medical equipment, ambulance, prosthetic devices. 100% coverage for blood.</p>
<p>100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.</p>	<p>100% coverage if referred by MCHP physician; no other coverage except 80% coverage of first \$2,500, then 100% coverage up to \$100,000 for emergency treatment.</p>	<p>Acute emergency service in area and medically necessary care out of area covered at 80% up to \$1,500, then 100% up to \$250,000. 100% coverage if referred by physician.</p>
<p>No coverage for routine dental care. Accidental injury to natural teeth covered 100%.</p>	<p>80% coverage for treatment due to accident if treated within six months of accident. No other coverage even if hospitalized.</p>	<p>80% coverage to restore sound teeth as result of accident which occurs while plan member. No coverage for dental hospitalization unless medically necessary.</p>
<p>100% coverage with exception of congenital anomalies in children over 16</p>	<p>100% coverage except for congenital malformations and anomalies</p>	<p>No restrictions.</p>
<p>Individual membership, major medical conversion contract through Blue Cross, Blue Shield of Minnesota</p>	<p>Coverage in plan available through Northwestern National Life Ins. Co.</p>	<p>Eight insurance conversion options available through Northwestern National Life Ins. Co.</p>

## PHYSICIAN'S HEALTH PLAN

## SHARE HEALTH PLAN

## DENTAL PLANS

100% coverage in semi-private room for at least 365 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 at least 365 days

100% covered

100% covered

100% covered

100% covered

100% covered

100% covered while coverage is in force.

100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.

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

Member pays \$15 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.

Member pays first \$10 at SHARE facility. At non-SHARE facility, SHARE pays 80% of first \$1000, 100% thereafter.

Member pays up to \$2.50 a prescription or refill for up to 34 day supply, or 100 units whichever is less. Birth control pills: 3 month supply.

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.

Discounts for eye glasses are available through participating optical centers.

Available at a substantial discount through SHARE.

PHP requires member be evaluated in advance by PHP health designee (unless an emergency) before beginning or continuing in- or out-patient treatment for mental health. Plan provides 80% of necessary in-patient hospital and medical expenses with a 73-day limit a calendar year.

Member pays \$10 each out-patient visit, up to 30 visits a calendar year.

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.

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

Same coverage as above.

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

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

80% coverage for ambulance, private duty nursing, specific prosthetic devices and durable medical equipment, 100% coverage for blood.

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

100% coverage for referrals if approved in advance by PHP. 80% of first \$2,500 then 100% up to \$125,000 a member for emergency treatment each calendar year.

SHARE pays 80% of first \$1,000 in charges, 100% thereafter.

80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident. Hospital benefits may be provided when admission is necessary due to a concurrent medical hazard and authorized in advance.

100% coverage for children under age 12, for office calls, exams, cleanings and fluorides, at 1630 University Ave. Dental Clinic.

Member is responsible for costs of dental treatment and appliances that have been diagnosed or for which the member received treatment or was aware of prior to enrollment in PHP.

Not included.

If member is paid for dental services, he/she must pay the balance of the cost of treatment of \$1 per office visit (except for preventive benefits such as x-rays, and cleanings). Member is responsible for any deductibles or co-payments of third-party coverage.

Approved by the SHARE Health Plan Committee for participation in the SHARE Health Plan. It is not a profit-making organization.

## DELTA DENTAL PLAN OF MINNESOTA

### Coverage A Regular Diagnostic & Preventive Services

Reimbursed at 80% of charge when service is performed by a participating dentist.

### Coverage B Regular & Restorative Services

Reimbursed at 80% of charge when performed by a participating dentist.

### Coverage C Prosthetics

Reimbursed at 50% of charge when service is performed by a participating dentist.

### Coverage D Orthodontics

Reimbursed at 80% of charge when service is performed by a participating dentist.

Coverage limited to eligible dependent children ages 8 through 18.

### Miscellaneous

Benefits payable on coverage B and coverage C are subject to a combined \$25 deductible each calendar year.

\$1000 annual maximum benefit payable on each covered person.

## GROUP HEALTH PLAN, INC.

### Coverage A Regular Diagnostic & Preventive Services

Provided at 100% through GHP dental facilities.

### Coverage B Regular & Restorative Services

Provided at 80% of charges through GHP dental facilities.

### Coverage C Prosthetics

Provided at 50% of charges, through GHP dental facilities.

### Coverage D Orthodontics

Provided at 80% of charges, after approval by GHP dental staff, to dependent children while under age 19.

\$1,000 annual maximum benefit on orthodontics.

### Miscellaneous

Enrollment in this program is available only to those employees choosing GHP medical hospital coverage.

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

# BLUE CROSS AND BLUE SHIELD OF THE MOUNTAIN STATES

## HOSPITAL SERVICES

### High Option

### Low Option

GENERAL ADMISSIONS	Full coverage in semi-private room for 365 days. *Note exceptions	\$16 a day on room charge. Full coverage on necessary hospital expenses for 365 days. *Note exceptions
NERVOUS, MENTAL AND TB*	Full coverage in semi-private room for 70 days.	\$16 a day on room charge. Full coverage on necessary hospital expenses for 70 days.
CHEMICAL DEPENDENCY*	Full coverage in semi-private room for 73 days.	\$16 a day on room charge. Full coverage on necessary hospital expenses for 73 days.
MATERNITY	Full coverage in semi-private room provided contract is in force at date of delivery.	\$16 a day on room charge. Full coverage on necessary hospital expenses provided contract is in force at date of delivery.
OUT-PATIENT EMERGENCIES	Full coverage for first visit for eligible medical emergency; accident care within 72 hours of accident; and minor surgery.	Same as High Option
<b>PHYSICIANS' SERVICES</b>		
SURGERY	Benefit determined by schedule with remaining charge reimbursed at 80% of the usual, customary and reasonable fee.	Same as High Option but with lower scheduled allowance.
ANESTHESIOLOGY	20% of scheduled surgical allowance with the remaining expense reimbursed at 80% of the usual, customary and reasonable fee.	Same as High Option.
HOSPITAL VISITS	\$15 for first day. \$5 a day for next 364 days. Necessary consultation fees under Major Medical.	\$12 for first day. \$4 a day for next 364 days. Necessary consultation fees under Major Medical.
MENTAL HEALTH	90% of first \$600. Remainder covered under Major Medical.	Same as High Option.
X-RAY AND LABORATORY	Up to \$100 a year. Remainder under Major Medical.	Up to \$50 a year. Remainder under Major Medical.
OBSTETRICS	Full coverage of the usual, customary and reasonable fee provided contract is in force at date of delivery.	Same as High Option.
OFFICE CALLS	80% paid under Major Medical when incurred for diagnosis or treatment of illness or injury. See Major Medical description.	Same as High Option.
<b>MISCELLANEOUS</b>		
PRESCRIPTIONS	80% paid under Major Medical. See Major Medical description.	Same as High Option.
MAJOR MEDICAL	\$2000 a year, \$1000 per person. 80% reimbursement on expenses exceeding the deductible. See Major Medical description.	Same as High Option.

## HMO LOCATIONS

### Central Minnesota Group Health Plan

GRUMP MEDICAL CENTER  
1411 St. Germain St., St. Cloud, MN

#### HOSPITAL

ST. CLOUD HOSPITAL  
1406 N. 6th St., St. Cloud, MN

### Coordinated Health Care, Inc.

ST. PAUL PRIMARY CARE CENTER  
258 University Ave.  
St. Paul, MN

ST. CROIX VALLEY CLINIC P.A.  
921 So. Greeley  
Stillwater, MN

#### HOSPITALS

SAINT PAUL RAMSEY HOSPITAL  
640 Jackson Street  
St. Paul, MN

LAKEVIEW MEMORIAL  
921 Greeley Street  
Stillwater, MN

### Group Health Association of Northeastern Minnesota

ADAMS CLINIC  
Hibbing & Chisholm, MN

COMMUNITY HEALTH CENTER  
Two Harbors, MN

EAST RANGE CLINIC  
Virginia-Aurora, MN

LENONT PETERSON CLINIC  
Virginia, MN

#### HOSPITALS

HIBBING GENERAL HOSPITAL  
Hibbing, MN

LAKEVIEW MEMORIAL HOSPITAL  
Two Harbors, MN

VIRGINIA REGIONAL MEDICAL CENTER  
Virginia, MN

### Group Health Plan, Inc.

GROUP HEALTH COMO MEDICAL CENTER  
2500 Como Ave. (at Hwy 280), St. Paul, MN

GROUP HEALTH WEST MEDICAL CENTER  
1533 Ulica Ave. So. (at Hwys 12 & 100)  
St. Louis Park, MN

\*GROUP HEALTH BLOOMINGTON MEDICAL  
CENTER  
86th St. & Nicollet Ave., Bloomington, MN

GROUP HEALTH MAPLEWOOD MEDICAL CENTER  
2165 White Bear Ave., Maplewood, MN

GROUP HEALTH BROOKLYN CENTER MEDICAL  
CENTER  
6895 Lee Ave. No., Brooklyn Center, MN

\*GROUP HEALTH INVERGORD MEDICAL CENTER  
626 24th Ave. So., Minneapolis, MN

\*GROUP HEALTH SAINT PAUL MEDICAL CENTER  
Washington Ave. St. Paul, MN

GEORGETOWN FREEDOM LANE MEDICAL CENTER  
201 New York Pl., E. Burnsville, MN

GEORGETOWN FREEDOM LANE PARK MEDICAL  
CENTER  
15000 Highway 100, Lake Park, MN

LENONT PETERSON CLINIC  
830 9th Street No., Virginia, MN

COMMUNITY HEALTH CENTER  
4th St. at 11th Ave., Two Harbors, MN

#### \*DENTAL LOCATIONS

#### HOSPITALS

FAIRVIEW HOSPITAL ST. MARY'S  
2312 S. 6th St. Minneapolis, MN

BETHESDA LUTHERAN MEDICAL CENTER  
559 Capitol Blvd., St. Paul, MN

CHILDRENS HOSPITAL ST. PAUL  
345 Smith, St. Paul, MN

### HMO Minnesota

HMOM provides medical services through 1600 primary and specialty care physicians throughout the state. Hospital care is available at any licensed hospital (this includes emergency conditions and physicians referrals). Prescription drugs are available at over 300 participating pharmacies. An HMO Minnesota physicians, hospital and pharmacy listing is available from your state personnel officer or the U of M employees benefits department. For more information, call 612-450-8421 or 218-722-4685.

### Med Center Health Plan

ST. MICHAEL AREA MEDICAL CENTER  
St. Michael 55376

RAMSEY MEDICAL CENTER  
5300 153rd Ave., Ramsey 55303

COON RAPIDS CLINIC  
9920 N.W. Zilla, Coon Rapids 55433

ST. LOUIS PARK MEDICAL CENTER  
5000 West 39th St., St. Louis Park 55416

PLYMOUTH SATELLITE  
12805 Highway 55, Plymouth 55441

RIDGEDALE SATELLITE  
12700 Highway 12, Minnetonka 55343

MINNETONKA SATELLITE  
18001 Highway 7, Minnetonka 55343

HOPKINS SATELLITE  
47 Ninth Av. So., Hopkins 55343

BLOOMINGTON SATELLITE  
4200 West Old Shakopee Rd., Bloomington 55420

MMC SATELLITE  
Suite 206, Metropolitan Medical Office Bldg., 825 South 8th St., Minneapolis 55404

WHITE BEAR FAMILY PRACTICE CLINIC, P.A.  
3320 Berens Ave., White Bear Lake 55110

MAPLEWOOD FAMILY PRACTICE GROUP  
1814 North St. Paul Rd., Maplewood 55109

GERMAN CLINIC  
234 E. Hennepin Ave., West St. Paul, MN 55118

NORTH ST. PAUL MEDICAL CENTER  
2200 East Hennepin Ave., North St. Paul 55109

MAPLEWOOD CLINIC  
911 E. May and Ave., St. Paul 55106

FAIRVIEW MEDICAL CENTER  
600 University Ave., St. Paul 55105

ARMED CLINIC  
604 Avenue C, St. Paul 55104

ST. LOUIS PARK MEDICAL CENTER  
5000 West 39th St., St. Louis Park 55416

SHAKOPEE MEDICAL CENTER  
1335 East 10th Avenue, Shakopee 55379

#### HOSPITALS

MERCY MEDICAL CENTER  
4050 Coon Rapids Blvd., Coon Rapids, MN

ST. JOHN'S HOSPITAL  
403 Maria Av., St. Paul, MN

ST. FRANCIS HOSPITAL  
325 W. 5th, Shakopee, MN

METHODIST HOSPITAL  
6500 Exc. Blvd., Minneapolis, MN

### Nicollet/Eitel Health Plan

BLOOMINGTON NICOLLET CLINIC  
7901 Xerxes Ave. S.  
Bloomington, Minnesota

BURNSVILLE NICOLLET CLINIC  
200 East Nicollet Blvd.  
Burnsville, Minnesota

MINNEAPOLIS NICOLLET CLINIC  
Franklin & Blaisdell Avenues  
Minneapolis, Minnesota

WAYZATA NICOLLET CLINIC  
201 East Lake Street  
Wayzata, Minnesota

#### HOSPITALS

EITEL HOSPITAL  
Minneapolis, MN

FAIRVIEW-SOUTHDALE HOSPITAL  
Edina, MN

CHILDREN'S HEALTH CENTER  
Minneapolis, MN

### PHP LOCATIONS

PHP provides services through more than 1600 physicians and offices located throughout a 12 county service area. Medically necessary hospital treatment is available at 23 participating hospitals and prescriptions drugs are available at over 375 pharmacies. A list of PHP providers and services may be obtained through your state personnel officer or the University of Minnesota employee benefits department. For additional details, call PHP at 332-7541.

### Share Health Plan

BROOKLYN PARK MEDICAL CENTER  
5805 74th Av. N., Brooklyn Park, MN

COLUMBIA PARK CLINIC  
3520 Central Av. NE, Columbia Park, MN

ST. PAUL MEDICAL CENTER  
555 Simpson St., St. Paul, MN

STADIUM SQUARE MEDICAL CENTER  
700 Cedar Av. S., Bloomington, MN

#### HOSPITALS

UNITY HOSPITAL  
5800 Burton Rd., Fridley, MN

MIDWAY HOSPITAL  
1400 University Ave., St. Paul, MN

CHILDRENS HOSPITAL  
345 Smith St. Paul, MN

FAIRVIEW-SOUTHDALE HOSPITAL  
600 University Ave. N., Edina, MN

NATIONAL HOSPITAL  
1000 Cedar Ave., St. Paul, MN

## **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 \$10,000. Employees who have \$10,000 additional life or who bring their total amount of additional life insurance up to \$10,000, may also apply for up to six additional units of \$5,000 each. Those employees with \$40,000 additional life may apply for up to three additional units of \$20,000 each. The total additional employee life insurance available is \$100,000.

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 60 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until date of death.

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 50% of the coverage carried by the employee.
3. Dependents life insurance of \$2,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$2,000). Prior to age 70, an additional amount of \$2,000 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	\$2,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$2,000 Dependent Life
Under 30	\$.06	\$.22	45 — 49	\$ .18	\$ .46
30 — 34	.10	.30	50 — 54	.35	.80
35 — 39	.10	.30	55 — 59	.50	1.08
40 — 44	.18	.46	60 — 64	.85	1.80
			65 — 69	1.56	3.22

## **ST. PAUL LIFE INSURANCE COMPANY**

### **ACCIDENT AND SICKNESS INDEMNITY (1st day accident — 8th day sickness — 26 weeks)**

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
\$140	\$1.20	\$ 500	\$4.30
170	1.46	600	5.16
200	1.72	700	6.02
250	2.15	800	6.88
300	2.58	900	7.74
400	3.44	1000	8.60

### **LONG TERM SALARY CONTINUANCE DISABILITY**

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage — \$ .59 per 2-week pay period.

### **ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

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.

# APPENDIX J

The following are class options in existence as of August 11, 1981. The Employer reserves the right to eliminate and/or modify these options and to create new options during the life of this Agreement.

Administrative Secretary	General Steno
College Laboratory Assistant	Art Shop Technician Nursing Sciences Physics Study Skills Studio Arts Chemistry Biological Sciences Dental Language Arts Math Psychology Theater Arts
Data Entry Operator Lead	Key-to-Disk On-Line
Driver Evaluation Supervisor	General Evaluation
Driver Vehicle Services Aide	Motor Vehicle Counter Clerk Driver License Exam Clerk Title Exam Clerk MV Phone Clerk Driver License Counter Clerk Driver Vehicle Services Research Clerk
EDP Operations Supervisor 2	General Network
EDP Operations Technician 1	Computer Operation Production Control/Staging Records/Tape Librarian
EDP Operations Technician 2	Computer Operations Documentation Records/Tape Librarian Production Control/Staging
EDP Operations Technician 3	Computer Operations Resource Library
Engineering Aide, Senior	General Dam Safety
Inventory Control Supervisor 1	General Analyst

Plant Industry Inspector

Seed Potato  
Apiary  
Barberry Control

Executive 1 & 2 options are being established as separate classes.

Human Services Technician & Senior

Vocational Rehabilitation  
General (Hospital)  
Teacher Aide  
Day Care

Human Services Specialist & Senior

Behavior Modification  
Day Care  
Teacher Aide  
Vocational Rehabilitation  
Certified Occupational Therapist  
Physical Therapist  
Residential Programs  
Recreational Assistant

In addition to the items specified in Article IV, Section 2, the Appointing Authority shall list the class options for which an employee is qualified on the Seniority Roster. If an employee has a disagreement over the class options for which the employee is qualified, the employee shall have thirty (30) calendar days from the date of the posting of the Seniority Roster to notify the Department of Employee Relations. The Department of Employee Relations shall determine whether the employee is qualified for a class option. If an employee is determined not to be qualified for a class option, he/she shall be offered the opportunity to qualify through the examination procedure.



# APPENDIX K

The following are Junior/Senior Plans in existence as of August 11, 1981. The Employer reserves the right to eliminate and/or modify these plans and to create new plans during the life of this Agreement.

Class Title	Admin.	Agric.	CC	Corr.	DPW	ES	Educ.	Finance	Health	DNR	PCA	Pub. Svc.	Public Safety	Mankato Rev.	S.U.	DOT	Energy
Account Clerk - Sr.	X			X													
Chemical Dependency Counselor - Sr.					X												
Clerk 2 - Driver & Vehicle Services Aide					X								X				
Clerk Typist 1 - Dictaphone Operator				X	X		X		X			X		X			
Correctional Counselor 1 - Correctional Counselor 2				X													
Data Entry Operator - Sr.	X		X		X	X		X		X			X	X	X		X
Electronics Technician - Sr.																X	
Grain Inspector 1 - 2		X															
Grain Laboratory Aide 1 - 2.		X															
Highway Maintenance Worker - Sr.																X	
Highway Technician - Interm.																X	
Human Services Technician - Sr.					X		X										
Human Services Specialist - Sr.					X		X										
Livestock Weigher 1 - 2		X															
LPN 1 - LPN 2					X												
Medical Claims Analyst - Interm.					X												
Radio Technician - Sr.																X	
Switchboard Operator - Capitol Centrex Operator, Sr.	X																
General Maintenance Worker 1 - 2	X		X				X									X*	
General Maintenance Worker 2 - 3	X		X				X									X*	

\*Golden Valley only.

## APPENDIX L

The Employer agrees to continue the provisions of Supplemental Agreements of the 1979-1981 Agreement as provided below.

### A. COMMUNITY COLLEGE SYSTEM

The Community College System shall continue the following provisions of the 1979-1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota State Community College System:

#### Vacation Leave

Article VIII, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

For employees with full-time seasonal or part-time seasonal employment conditions, the amount of unused vacation leave shall not exceed the amount that such employee would normally earn during that year. Except that seasonal employees, who have already accumulated as many or more than this allowable amount, shall have until June 30, 1981 to comply with this requirement, but in no case shall the total accumulation be allowed to increase more than five (5) days over the present accumulation for such employees.

#### Settlement of Disputes

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

Definition of Steps: The presentation of a grievance at the first step shall be to the employee's immediate supervisor. The presentation of a grievance at the second step shall be to the College President or designee. The presentation of a grievance at the third step shall be to the Chancellor or designee.

### B. DEPARTMENT OF CORRECTIONS

The Department of Corrections shall continue the following provisions of the 1979-1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota Department of Corrections:

#### Grievance Procedure

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

Grievance meetings at which the Step 2 Employer representative is also the Appointing Authority for the third step of the grievance procedure shall be considered to be both the second and third step grievance meetings.

### C. DEPARTMENT OF ECONOMIC SECURITY

The Department of Economic Security shall continue the following provisions of the 1979-1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota Department of Economic Security:

## Grievance Procedure

Article XVII, Section 1 (Grievance Procedure) Step 2 of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Time Limits. The seven (7) calendar day response limitations shall be extended to ten (10) calendar day response limitations.

## Security Rosters

Article IV, Seniority, Sections 1 and 2, of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Previous Department of Employment Services. Employees who transferred on December 1, 1977, from the previous Department of Employment Services will be credited on the seniority roster with classification seniority reflecting prior Classification Seniority within the Department of Employment Services.

Section 2. Previous Department of Vocational Rehabilitation. Employees who transferred on December 1, 1977, from the previous Department of Vocational Rehabilitation will be credited on the seniority roster with Classification Seniority reflecting prior Classification Seniority within the Department of Vocational Rehabilitation and Education.

Section 3. Departmental and State Seniority. Employees who transferred from the previous Departments of Employment Services and Vocational Rehabilitation will be credited with Departmental Seniority as of December 1, 1977, and State Seniority reflecting Continuous Service since last date of hire with the State of Minnesota.

Section 4. Previous Governor's Manpower Office. Employees who transferred from the previous Governor's Manpower Office, in accordance with Chapter 430, will be credited on the seniority roster with Classification, Departmental and State Seniority as of December 1, 1977.

However, for the purpose of breaking ties on the seniority roster between employees who transferred from the previous Governor's Manpower Office, said employees will be credited with length of service since last date of hire with the State of Minnesota.

Section 5. Scope of Agreement. After December 1, 1977, seniority will accrue and be credited in compliance with Article IV of the Master Agreement. Any dispute regarding the method of crediting seniority outlined in this Article of the Supplemental Agreement is not subject to the grievance and arbitration provisions of the Master Agreement. This Article is intended to be in conformity with the provisions of Minnesota Laws, 1977, Chapter 430, and the rights provided by Section 3, Subdivision 6, of that act shall be maintained.

## Leaves of Absence

Article X, Section 4, Unpaid Leaves of Absence, of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Unpaid Leaves of Absence. It is understood that less than full-time unpaid leaves of absence for educational purposes or for verified medical reasons, when approved by the Employer, shall not create a violation of Article XV, Section 1, Layoff.

D. IRON RANGE RESOURCES AND REHABILITATION BOARD

The Iron Range Resources and Rehabilitation Board shall continue the following provisions of the 1979-1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota Iron Range Resources and Rehabilitation Board:

Expense Allowances

Article XX, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Meal Allowances. Employees who incur any meal expense as a result of special conferences or special meetings required by the Employer shall be reimbursed for the actual cost of the meal in accordance with Article XX, Section 5 of the Master Agreement if such reimbursement is authorized in writing in advance by their immediate supervisor.

Employees performing required work more than thirty-five (35) miles from their principal place of employment shall be eligible for reimbursement for the actual cost of the noon meal in accordance with Article XX, Section 5, of the Master Agreement, if the work assignment extends over the normal noon meal period. Such reimbursements shall be authorized by the employee's immediate supervisor. Reimbursements shall also be considered to be authorized under the following circumstances:

- 1) If an employee submits a routine work schedule, indicating his possible claim for noon meal allowance and no oral, or written denials are received from the Appointing Authority, or Supervisor(s) within a reasonable time, previous to the "claimed" day.
- 2) If oral approval is given by the employee's immediate Supervisor prior to claiming that meal allowance, on the same day of a "claimed" noon meal.

Uniform Allowances

Dress/Uniform Codes. Whenever the Employer develops, or makes a formal dress/uniform code and it is required that employees comply with that code, as a condition of employment, the Employer shall pay the necessary costs involved to have the employee(s) in compliance with the enforced code, according to the following:

- 1) Dress/uniform allowance shall not exceed \$100 per employee in any fiscal year.
- 2) Employer may furnish any, or all of the necessary uniforms/clothes and necessary laundering service if so desired.
- 3) Uniforms/clothing furnished by either of the above methods shall be left at the employee's worksite, if required by the Employer.
- 4) Upon a job assignment change and/or an employee's separation from State service; the Employer shall have the right to reclaim any, or all uniforms/clothing.

E. DEPARTMENT OF NATURAL RESOURCES

The Department of Natural Resources shall continue the following provisions of the 1979-1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota Department of Natural Resources:

Project Employment

Section 1. Right to Recall From Layoff. Seasonal Natural Resources Technicians, Natural Resource Aides, and Laborers in layoff status shall have preference to employment on short term projects in their principal place of employment and within their discipline on the basis of Departmental Seniority.

Section 2. Rate of Pay. Seasonal Natural Resource Technicians and Aides appointed as non-tenured laborers to such projects shall be paid at the labor service rate closest to their regular rate of pay. Labor service employees shall be paid at their regular rate of pay.

Settlement of Disputes

Article XVII, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Grievance Procedure. The designated Employer representative for grievances presented at the first step shall be the employee's Regional Supervisor, Section Supervisor or comparable supervisor constituting the first level of supervision outside of the bargaining unit.

The designated Employer representative for grievances presented to the second step shall be the Division Director or other designated Appointing Authority serving at the second level of supervision outside of the bargaining unit. Grievances originating in a region shall be heard at the second step in the respective region.

The designated Employer representative for grievances presented to the third step shall be the Appointing Authority (Commissioner of Natural Resources) or his/her designee.

Expense Allowances

Article XX, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Meal Allowances. Employees who incur any meal expense as a result of conference or meetings required by the Employer shall be reimbursed for the actual cost of the meal in accordance with Article XX, Section 5 of the Master Agreement if such reimbursement is authorized in writing in advance by the first level of supervision outside of bargaining unit.

Employees performing required work more than thirty-five (35) miles from their principal place of employment shall be eligible for reimbursement for the actual cost of the noon meal in accordance with Article XX, Section 5, of the Master Agreement, if the work assignment extends over the normal noon meal period.

F. DEPARTMENT OF PUBLIC SERVICE

The Department of Public Service shall continue the following provisions of the 1979-1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota Department of Public Service:

Expense Allowances

Article XX, Section 5 (Meal Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Definition. "Work Station" means a specific location (home/office) from which an employee generally carries out his/her official duties or assignment.

Section 2. Eligibility. An employee shall be eligible for noon meal reimbursement when the distance from his/her work station to the field assignment that day exceeds a radius of thirty-five (35) miles from the assigned work station or when an employee is required by the Employer to participate in a job related training conference with other employees from this department, providing the assignment extends through the normal lunch period and is approved in advance by the Employer. The reimbursement for the cost of the noon meal shall be in accordance with Article XX, Section 5 of the Master Agreement.

Attendance at Union Meetings

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Attendance at Local Union Meetings. Employees may be permitted to adjust their hours of work to permit travel time necessary to attend regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request and be granted approval from their immediate supervisor or other Employer designee five (5) calendar days in advance of the meeting date. Requests shall show the hours of release time requested. Approval of these requests will not be unreasonably withheld. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing on the day of the meeting. Employees shall receive no compensation for time spent in such travel, but may utilize vacation leave, compensatory overtime hours, or work extra hours, within the same payroll period, if work is available, to prevent a loss of earnings.

In the event work is available and an employee is authorized to work extra hours to offset time spent in travel to union meetings, the Employer shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of release time requested and used.

## Tools and Equipment

The Employer shall indemnify each employee up to a maximum of \$800.00 for losses caused by fire, wind, or theft by forcible entry, of tools and equipment supplied by the employee and used in the performance of work and when in the care of custody of the Employer.

It shall be the responsibility of each employee to furnish a complete list of tools and equipment to be indemnified, including an accurate description and replacement cost to their immediate supervisor and to have that list approved by the supervisor in writing within thirty (30) days from the date of this Agreement.

In any losses covered by this provision the tool or equipment will be replaced with like tools or equipment purchased by the Employer through the state contract purchasing or through the state bidding procedures. In no cases will employees be paid in cash for their losses. The Employer reserves the right to withhold approval on any tools or equipment deemed unnecessary.

The provisions of this Article do not apply to any tools or equipment not included on an approved list and in no case apply to AM/FM Radios.

### G. STATE UNIVERSITY SYSTEM

The State University System shall continue the following provisions of the 1979-1981 Supplemental Agreement between Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and State of Minnesota State University System:

#### Attendance at Union Meetings

The provisions of the Master Agreement shall be supplemented and/or modified as follows:

Attendance at Local Union Meetings. Employees may be permitted to adjust their hours of work to permit their attendance at regular monthly meetings of the Local Union. Such adjustments shall be of reasonable duration, not to exceed two (2) hours.

Employees who desire to make these adjustments must request prior approval from their department supervisor or other Employer designee five (5) calendar days in advance of the meeting date. Requests shall include an indication of the length of release time requested. Approval of these requests will not be unreasonably withheld. The Employer reserves the right to rescind this approval in the event of emergency or other unusual conditions, or to maintain adequate staffing during the time of the meeting. Employees shall receive no compensation for time spent at union meetings, but may utilize vacation leave or work extra hours, within five (5) working days, if work is available, to prevent a loss of earnings.

In the event work is available and an employee elects to work extra hours to offset time spent at union meetings, the Employer shall have no liability for overtime hours or pay until the employee has worked an amount of time outside his/her regular shift which is equal to the amount of time spent at a union meeting.

The provisions of this Section do not apply to the employees at Metropolitan State University.

#### Vacation

Article VIII, Section 2 (Allowances) of the Master Agreement shall be supplemented and/or modified as follows:

Section 1. Vacation Utilization. Any employee who has not been offered reasonable opportunity, or who has not been permitted to reduce his/her vacation accumulation and who is about to lose vacation because he/she has had or will reach the maximum accumulation of vacation leave shall be entitled to take sufficient vacation to prevent such loss upon advance notice to his/her supervisor.

#### Work Force

The provisions of the Master Agreement are supplemented as follows:

Section 1. Job Description. The Employer shall furnish each employee a copy of his/her job description.

Section 2. Utilization of Student Workers. No employee shall be laid off or demoted due to the utilization of student workers.

#### General

The provisions of the Master Agreement are supplemented as follows:

Section 1. Parking. The Employer agrees that all policies relating to parking in campus facilities shall be uniform for faculty and all other personnel.

This section shall not apply to employees of the Metropolitan State University.

Section 2. Changes in Bargaining Unit. The Local Union President will be provided a copy of the University's bi-weekly report to Council 6 of additions/deletions to the bargaining unit.

Section 3. Intra Campus Mail. The Employer shall make available to each Local Union the use of the intra campus mail system for the communication of meeting notices and minutes of same, monthly and/or quarterly newsletters, and other official communications from Union officers of a similar nature. Such materials shall not advocate actions contrary to the provisions of the Master Agreement or this Supplemental Agreement, nor shall it contain material of a partisan political or inflammatory nature.



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF CORRECTIONS  
MINNESOTA STATE REFORMATORY  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Corrections, Minnesota State Reformatory, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department and facility, hereinafter referred to as the UNION:

OBSERVED HOLIDAYS

Article VII, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

For employees in Unit 8, Christmas and New Year's holidays shall be considered to commence with the last work shift the majority of which falls on Christmas Eve or New Year's Eve respectively and shall continue for twenty-four (24) hours from the start of such shifts.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_ 1981.

FOR THE UNION

FOR THE EMPLOYER

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

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF CORRECTIONS,  
MINNESOTA STATE REFORMATORY  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Corrections, Minnesota State Reformatory, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department and facility, hereinafter referred to as the UNION:

OVERTIME DISTRIBUTION

Article VI, Section 3A of the Master Agreement shall be supplemented and/or modified as follows:

If overtime work is known to exist, at the Minnesota State Reformatory, in excess of seventeen (17) hours prior to the commencement of such overtime work, the Employer shall offer such overtime to the employee(s) with the least number of overtime hours to his/her credit within a specific work area without regard to shift.

If the overtime work is not known to exist seventeen (17) hours prior to the commencement of such work, the overtime work shall be first offered to the employee(s) with the least overtime hours to his/her credit on the shift immediately preceding the overtime work.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day  
of 1981.

FOR THE UNION

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

FOR THE EMPLOYER

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF CORRECTIONS,  
MINNESOTA CORRECTIONAL FACILITY, SAUK CENTRE  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Corrections, Minnesota Correctional Facility, Sauk Centre, hereinafter referred to as the EMPLOYER and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department and facility, hereinafter referred to as the UNION:

FIXED NIGHT SHIFTS

Article V, Section 2G(2) of the Master Agreement shall be supplemented and/or modified as follows:

The Employer shall implement a fixed night shift system effective September 15, 1981.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_\_  
day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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

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

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA CORRECTIONAL FACILITY, LINO LAKES  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Corrections, Minnesota Correctional Facility, Lino Lakes, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department and facility, hereinafter referred to as the UNION:

WORK UNIFORMS

The provisions of the Master Agreement are supplemented as follows:

Section 1. Uniforms. Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance of uniforms is an employee responsibility unless they are currently being maintained by the Appointing Authority. Uniforms shall not be utilized for off-duty activity by the employee.

Section 2. Protective Clothing. Employees required to wear protective clothing or safety devices as a condition of employment shall have such clothing or devices furnished and maintained in proper working condition by the Appointing Authority.

Section 3. Clothing Damage. An employee will be reimbursed for injury to or loss of his/her personal property while acting within the scope of his/her employment, pursuant to Minnesota Statutes 3.66 through 3.84 and in accord with procedures established by the Department of Corrections.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF ADMINISTRATION,  
INFORMATION SERVICE BUREAU/COMPUTER  
OPERATIONS AND PRODUCTION CONTROL  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Administration, Information Service Bureau/Computer Operations and Production Control hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Union having membership jurisdiction to said Department and Division, hereinafter referred to as the UNION.

FIXED NIGHT SHIFTS

Article V, Section 2G(2) of the Master Agreement shall be supplemented and/or modified as follows:

The Employer shall maintain a fixed night shift schedule.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof the parties hereto have set their hands this \_\_\_\_\_  
day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF ADMINISTRATION  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Administration, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

WORK UNIFORMS

The provisions of the Master Agreement are supplemented as follows:

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance of uniforms is an employee responsibility unless they are currently being maintained by the Appointing Authority. Uniforms shall not be utilized for off duty activity by the employees.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF PUBLIC SAFETY  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Public Safety, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

WORK UNIFORMS

The provisions of the Master Agreement are supplemented as follows:

Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Employees who are assigned to out-of-doors duty shall be provided outer uniform clothing. Proper maintenance of uniforms is an employee responsibility. Uniforms shall not be utilized for off duty activity by the employees.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Veterans Affairs, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

BIDDING DURING PROBATIONARY PERIOD

Article XII, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees serving an initial probationary period with the State shall not be eligible to bid on vacancies.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June, 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF PUBLIC WELFARE INSTITUTIONS  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Public Welfare Institutions, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department and institutions, hereinafter referred to as the UNION:

BIDDING DURING PROBATIONARY PERIOD

Article XII, Section 4 of the Master Agreement shall be supplemented and/or modified as follows:

Employees serving an initial probationary period in the State shall not be eligible to bid on vacancies.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF AGRICULTURE  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Agriculture, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

OVERTIME COMPENSATION

Article VI, Section 5A of the Master Agreement shall be supplemented and/or modified as follows:

Employees' overtime hours shall not be assigned to a compensatory bank unless mutually agreed to by the Local Union and the Appointing Authority.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF TRANSPORTATION  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its Department of Transportation, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department hereinafter referred to as the UNION:

Section 1. Temporary Reassignment. Article XII, Section 2D of the Master Agreement shall be supplemented and/or modified as follows:

Temporary reassignments shall be for six (6) months or less.

Section 2. Reassignment. Article XII, Sections 3 and 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employees in Metropolitan Maintenance Unit 2 desiring reassignment within the same class to another sub-area within the same district may submit written requests for such reassignment to their supervisor stating the reason(s) for such request. When a permanent vacancy occurs, the desires of the employees who have submitted requests for reassignment will be considered before the vacancy is posted for bidding.

Section 3. Overtime Compensation. Article VI, Section 5 of the Master Agreement shall be supplemented and/or modified as follows:

Employee's overtime hours shall not be assigned to a compensatory bank except as provided below.

For employees in Unit 2 (other than Metropolitan Maintenance) a compensatory bank shall be established for each employee as follows:

The first two (2) hours of overtime earned each scheduled work day shall be accumulated and credited to the employee's compensatory overtime bank, at the appropriate overtime rate, up to a maximum of one hundred forty (140) hours.

Overtime hours worked beyond the first two (2) hours each scheduled work day shall be compensated in cash and liquidated on the same or immediately following payroll abstract for the payroll period in which the overtime was earned.

The Appointing Authority may require an employee to take compensatory time off at the Appointing Authority's discretion. The Appointing Authority shall grant compensatory time off in accord with employee requests insofar as adequate staffing of the work permits as determined by the Appointing Authority.

Section 4. Tools and Equipment Loss. The provisions of the Master Agreement shall be supplemented as follows:

The Appointing Authority will provide tool boxes or tool cabinets for Heavy Equipment Mechanic Apprentice, Heavy Equipment Mechanic, and Heavy Equipment Field Mechanic to store their tools. While tools are in the care, custody, and control of the Appointing Authority, the Appointing Authority shall indemnify each employee for tool losses caused by fire, wind, or theft by forcible entry up to a maximum of \$1,000.

Employees in Unit 7 who are required by the Appointing Authority to furnish basic hand tools and/or equipment, shall be indemnified by the Appointing Authority for tools and/or equipment losses caused by fire, wind, or theft by forcible entry while the tools and/or equipment are secured on the Appointing Authority's premises or are in a locked vehicle which use is authorized by the Appointing Authority or when they are in a field office on a construction project.

Section 5. Maintenance Seasonal Work Crews. The provisions of Article XII, Sections 1 through 5 of the Master Agreement shall be supplemented and/or modified as follows:

Sub-section a. Metropolitan Maintenance. Seasonal work crew assignments within each sub-area and/or within each district shall be posted for a minimum of seven (7) calendar days. In the event that no employee applies for the vacancy(s), the Appointing Authority shall fill the opening(s) by assignment on the basis of employee qualifications and inverse seniority. Employees selected for such assignments shall be given seven (7) calendar days notice prior to such assignments.

Seasonal work crew assignments are assignments to those maintenance operations which are district-wide in scope, and are operations where some special skill or expertise is necessary so that it is generally a requirement, from the standpoint of efficiency and economy of operation, to retain the same employee on the assignment for the duration of the operation in any particular calendar year.

The posted notice announcing the formation of a seasonal work crew will indicate the approximate duration of the assignment by citing: a) the approximate starting and ending dates; or, b) where appropriate, by stating that the duration is until the project is completed. Where such seasonal work crew assignment involves a change in work hours or a change in the work week, an additional notice returning the employees to their previous schedule will not be required as long as the original posted notice indicated the approximate duration of the project.

Sub-section b. Outstate Maintenance. Openings on the following seasonal work crews shall be filled after posting for a minimum of ten (10) calendar days: Mudjack Crew, Striping Crew, Joint Seal Crew, Bituminous Plant (State owned).

Assignment to these seasonal work crew openings shall be made on the basis of Classification Seniority from those employees applying from the maintenance area, sub-area, or truck station from which such a crew is being formed. If an insufficient number of employees apply for the openings, the openings will

be filled in inverse order of Classification Seniority among employees from the maintenance area, sub-area, or truck station from which such a crew is being formed. During the period while the selection process is taking place, the Appointing Authority may temporarily assign employee(s) to seasonal work crew openings to fulfill operating requirements.

Should it become necessary to supplement the basic crew, the Appointing Authority may supplement such basic crew by assignment from the area where the work is being performed.

Section 6. Seniority. Article VI, Section 1 of the Master Agreement shall be supplemented and/or modified as follows:

Classification Seniority in the classes of Highway Field Assistant and Highway Technician shall be combined and considered Classification Seniority for the purpose of layoff.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA STATE UNIVERSITY SYSTEM  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August, 1981, by and between the State of Minnesota and its State University System, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Universities, hereinafter referred to as the UNION:

OVERTIME COMPENSATION

Article VII, Section 3 of the Master Agreement shall be supplemented and/or modified as follows:

The academic calendar established by the Administration for each State University may include alternate holidays for Veterans Day and Presidents Day based on the needs of the academic calendar. The Local Unions shall be consulted before the academic calendar is determined.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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MEMORANDUM OF UNDERSTANDING  
BETWEEN  
MINNESOTA DEPARTMENT OF EDUCATION  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered into this 11th day of August 1981, by and between the State of Minnesota and its Department of Education, hereinafter referred to as the EMPLOYER, and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO, and its affiliated Local Unions having membership jurisdiction to said Department, hereinafter referred to as the UNION:

LAYOFF AND RECALL

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

The following shall apply to the Braille School and Deaf School:

- A. Summer School. The Appointing Authority shall notify all employees of all summer school openings. An employee may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the employee. Once the employee elects to sign the waiver of recall, such employee shall not be able to exercise their seniority rights for recall for the duration of the summer school. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Local Union and the employee. Any waiver of recall by an employee is not to be considered a refusal to return to work and shall not be considered to be a break in continuous service.

This Section does not, in any way, constitute a forfeiture of the Appointing Authority's right to recall laid off employees, wherever necessary, to carry out the functions and needs of the summer school programs.

Notification of intent to return to work may be made in writing and hand delivered provided however that a written receipt of such notification is given.

- B. Work Schedules Upon Recall. If the work schedule to be worked upon recall from layoff at the beginning of an academic year is the same as was worked in the preceding academic year, the fourteen (14) calendar day posting requirement of Article V, shall not apply. The Appointing Authority, at the time of notification of recall, shall notify those employees recalled from layoff status of any changes from that anticipated work schedule.

The EMPLOYER and the UNION mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June 1983.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of 1981.

FOR THE UNION

FOR THE EMPLOYER

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## ADDENDUM

### Department of Revenue Seasonal Employees

Section 1. Coverage. The provisions of this Addendum apply to all seasonal employees of the Department of Revenue who are employed for at least the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week and who are employed in excess of one hundred (100) working days in any calendar year.

Except as specifically modified by this Addendum, all relevant provisions of the Master Agreement shall apply to these employees.

### Section 2. Benefits.

#### A. Holidays, Vacation Leave, Sick Leave

Seasonal employees of the Department of Revenue shall become eligible to begin receiving the benefits provided by Article XII (Holidays), Article VIII (Vacation Leave), and Article IX (Sick Leave) of the Master Agreement in accord with the following:

1. After being employed for at least 100 working days in each of (two) 2 consecutive calendar years and upon appointment to a position anticipated to last at least 100 working days in the third consecutive calendar year; or,
2. After actually working at least 100 days in each of three consecutive calendar years.

Employees who do not work at least 100 working days in any calendar year must meet the above eligibility requirements upon subsequent appointments to seasonal positions in the Department of Revenue prior to receiving the benefits specified in the articles.

An employee is eligible to use vacation leave when he/she becomes eligible to accrue it.

To be entitled to receive paid holidays, an eligible employee must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s).

B. Insurance.

Seasonal employees of the Department of Revenue are subject to the general insurance eligibility requirements specified in Article XIX (Section 2).

Section 3. Appointment and Separation. Effective January 1, 1982, seasonal employees of the Department of Revenue who have separated in good standing shall be offered available seasonal vacancies in the bargaining unit in the same class and principal place of employment in the subsequent year prior to the appointment of new employees.

Effective July 1, 1982, seasonal employees of the Department of Revenue who have been employed at least 100 working days shall be separated within their principal place of employment in inverse order of their previous length of service in their class in the Department.

Effective January 1, 1983, seasonal employees of the Department of Revenue who have separated in good standing shall be offered available seasonal vacancies in the bargaining unit in the same class and principal place of employment in the next subsequent calendar year in the order of their previous length of service in the class and Department.

Employees who decline an offer of employment or who were not employed for at least 100 working days in the previous calendar year are excluded from the provisions of this Section. The determination of principal places of employment for purposes of this Section shall be at the discretion of the Appointing Authority.

The provisions of this Addendum are effective upon the date of execution and shall remain in effect for the duration of the Agreement between Minnesota State Employees Union, AFSCME, Council 6 and the State of Minnesota effective August 11, 1981.

For AFSCME, Council 6

For the State of Minnesota

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
AFSCME, COUNCIL 6, AFL-CIO

This Memorandum of Understanding is made and entered this 10th day of August, 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER and the Minnesota State Employees Union, AFSCME, Council No. 6, AFL-CIO and its affiliated locals, hereinafter referred to as the UNION.

The parties agree to the following provisions as settlement of the strike that occurred from July 20, 1981, through August 10, 1981.

NON-RECRIMINATION

The Employer and/or its Appointing Authorities shall not engage in any type of reprisal against an employee, including an employee without permanent status (non-tenured laborers, unclassified employees, probationary employees, etc.) for his/her participation in the strike.

SENIORITY

For purposes of Article IV, Continuous Service shall include the time an employee was on strike. For purposes of Article VIII, Length of Service Requirement shall include the time an employee was on strike.

VACATION and  
LEAVES OF ABSENCE

All employees who had received the approval of their supervisor to be on vacation or on a leave of absence on August 11, 1981, shall not be required to return to work until the approved completion date of the vacation or leave of absence.

### SICK LEAVE

Employees who were not granted sick leave during the strike and who maintain that they were unable to participate in the strike due to an illness or disability may submit a written request to the Department of Employee Relations, Labor Relations Bureau for sick leave approval. Such requests must be submitted by August 21, 1981, and must include medical documentation of the illness or disability. The Labor Relations Bureau shall respond by September 11, 1981.

### HOLIDAYS

Employees who had been scheduled to take an alternate holiday between July 20, 1981, and August 10, 1981, but did not take the holiday shall receive holiday pay computed at his/her normal day's pay (the employee's regular hourly rate of pay, as of July 20, 1981, multiplied by the number of hours in his/her normal work day) and shall be paid in cash.

Employees who observed their birthday as a paid holiday between July 1, 1981, and August 10, 1981, inclusive shall not be eligible to receive a floating holiday during the first fiscal year of the Agreement.

### GRIEVANCE PROCEDURE

The calendar days between July 20, 1981, and August 18, 1981, inclusive shall not be considered as calendar days for the purposes of the time limits specified in Article XVII (Grievance Procedure) of the Master Agreement.

### LAYOFF

The calendar days between July 20, 1981, and August 10, 1981, inclusive shall not be considered as calendar days for the purposes of the notification provisions specified in Article XV, Sections 2D (Layoff) of the Master Agreement.



## HOURS OF WORK

The Appointing Authority shall establish a work schedule starting August 11, 1981, for the return to work of employees. Employees shall begin to return to work on the early shift on August 11, 1981.

In the Department of Public Welfare, the Appointing Authority is not required to return all employees to work on August 11, 1981. However, employees shall be phased in and all employees shall be returned to work by August 14, 1981.

All employees shall begin accruing vacation leave and sick leave and shall become eligible for insurance on August 11, 1981. Employees may use vacation leave for the time after August 10, 1981, until they are returned to work. If employees do not have any accrued vacation, they may, upon request, be entitled to an advance of vacation hours for the time specified above.

In continuous operations in which schedules for the time between August 11, 1981, and August 26, 1981, had been established prior to the strike, employees shall return to work pursuant to this schedule. In continuous operations in which no schedule is in effect, the Appointing Authority shall establish a schedule consistent with the scheduling prior to the strike and shall designate a person to be responsible for informing employees of their work schedule. The Union shall direct employees to contact the designated person to learn when they are to return to work.

The Appointing Authority shall not be required to pay time and one-half ( $1\frac{1}{2}$ ) "penalty pay" for the scheduling period between August 11, 1981, to August 25, 1981. Notwithstanding the provisions of Article V, Sections 2 and 5, work schedules showing the shifts, days, and hours of all employees shall be posted on August 19, 1981, for the pay period beginning August 26, 1981.

## VACANCIES, FILLING OF POSITIONS

All employees who participated in the strike shall be returned to the position and schedule that they held immediately preceding the strike except as modified by this Memorandum of Understanding.

If the Appointing Authority determines to fill a vacancy that was posted prior to July 20, 1981, but was not posted for at least ten (10) calendar days as a result of the strike, the Appointing Authority shall re-post the vacancy, and the position shall be filled in accord with Article XII of the 1981-1983 Agreement. If the Appointing Authority determines to fill a vacancy that had been posted for at least ten (10) calendar days prior to July 20, 1981, but was not filled during the strike, the Appointing Authority shall continue the process of filling the vacancy at whatever step the procedure was at on July 20, 1981.

Any temporary employee who was hired during the strike to perform work that otherwise would have been performed by a bargaining unit employee shall have his/her appointment terminated within a reasonable amount of time after August 11, 1981.

If a vacancy, as defined in Article XII, had been posted for at least ten (10) calendar days prior to July 20, 1981, and was filled during the strike, the vacancy shall remain as filled. If a vacancy was filled during the strike by other than posting and bidding, the person appointed shall remain an employee of that Appointing Authority. However, the position shall be posted for bid pursuant to Article XII. The position vacated by the successful bidder, if any, shall not be posted for bids.

#### SEVERANCE PAY

Any employee who became eligible under the terms of Article XVIII of the 1979-1981 Agreement to receive severance pay during the strike shall receive such severance pay.

#### PROGRESSION STEP INCREASES

Pay increases which would have been granted during the strike shall be paid effective the pay period commencing August 12, 1981. Eligibility for future step increases, if any, shall be computed from the date the increase would have been paid had there been no strike.

INSURANCE PAYMENT

The Employer shall pay the insurance costs as provided for in Article XIX of the 1979-1981 Agreement for the payroll period from July 29, 1981, to August 11, 1981.

In witness whereof, the parties hereto have set their hands this \_\_\_\_ day of \_\_\_\_\_, 1981.

FOR THE UNION

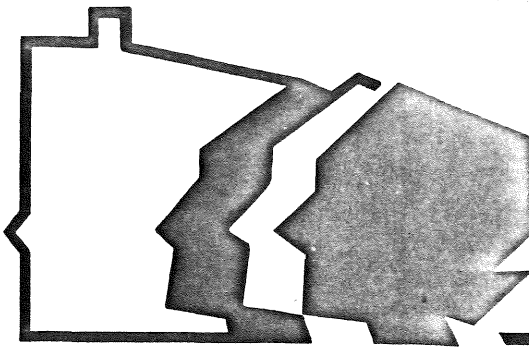
FOR THE EMPLOYER

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**State of  
Minnesota**



*LCER 6/23/82*  
**DEPARTMENT OF EMPLOYEE RELATIONS**

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

June 3, 1982

Representative Wayne Simoneau  
Chairman  
Legislative Commission on Employee Relations  
299C State Capitol Building  
St. Paul, Minnesota 55155

Dear Representative Simoneau:

I am submitting a negotiated "Early Retirement" Memorandum of Understanding between the State of Minnesota and the Minnesota Nurses Association for bargaining Unit #5 employees for review and approval by the Commission. This is the sixth agreement negotiated concerning early retirement.

The Memorandum of Understanding has been formally executed by the Minnesota Nurses Association and the Commission of Employee Relations.

Thank you for your consideration of this request.

Sincerely,

*James W. Geissner*  
James W. Geissner  
Deputy Commissioner  
Labor Relations Bureau

JWG:WB:jp

cc: Geraldine Wedel  
Minnesota Nurses Association

MEMORANDUM OF UNDERSTANDING  
Between  
STATE OF MINNESOTA  
and  
MINNESOTA NURSES ASSOCIATION

This Memorandum of Understanding is made and entered into this 28th day of May, 1982, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota Nurses Association, hereinafter referred to as the ASSOCIATION to supplement the 1981-83 Agreement between the parties as follows:

1. An additional eligibility period is established from May 22 through June 29, 1982 for providing early retirement insurance benefits under Chapter 522, Laws 1982 for only those nurses who become eligible during this period (May 22 through June 29, 1982) by meeting the qualifications listed under Chapter 522, Laws 1982. For these nurses, the last day on the payroll must be on or before June 29, 1982.

Nurses who were eligible during the period March 23, 1982 through May 21, 1982 are not eligible to apply for early retirement insurance benefits during this new eligibility period (May 22 through June 29, 1982). For this group, the last day on the payroll must be on or before May 21, 1982.

2. Article 17, Section 11 of the 1981-83 Agreement is supplemented by an additional open enrollment period beginning March 23, 1982 through June 29, 1982 for nurses who retire pursuant to the early retirement insurance provisions of Chapter 522, Laws of 1982. As a result of the additional open enrollment period, those nurses who qualify for early retirement benefits shall have any changes in insurance carriers become effective the first day of the first full payroll period following retirement or for those nurses who already retired during the eligibility period beginning March 23, 1982 such insurance carrier changes shall become effective the first day of the next two week period which corresponds to a State employee pay period following application for such carrier change.
3. Continued receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State paid portion of the insurance premium.

The Employer and the Association agree that this Memorandum of Understanding shall remain in effect through the 30th day of June, 1983.

In witness whereof, the parties hereto have affixed their signatures this 28th day of May, 1982.

FOR THE ASSOCIATION

J. C. Livingston

Gerdine Braucht Wedel

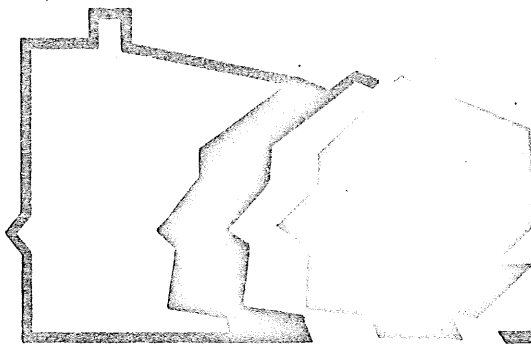
FOR THE EMPLOYER

Barbara L. Sundquist  
Barbara L. Sundquist, Commissioner  
Department of Employee Relations

James W. Geissner  
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State of  
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DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

November 16, 1981

Representative Wayne Simoneau, Chairman  
Legislative Commission on Employee Relations  
State Capitol  
St. Paul, Minnesota

Dear Representative Simoneau:

I am submitting herewith the following negotiated collective bargaining agreements for review and approval by the Commission:

- Unit #5: Health Care Professional
- Unit #9: State University Instructional
- Unit #10: Community College Instructional
- Unit #11: State University Administrative
- Unit #13: Health Treatment
- Unit #14: General Professional
- Unit #16: Supervisory

Each of these contracts has been ratified by the members of the appropriate bargaining unit and has been formally executed by the exclusive representative and the Commissioner of Employee Relations.

Additionally, I have included a summary of the economic costs and salary/fringe benefit provisions of each contract.

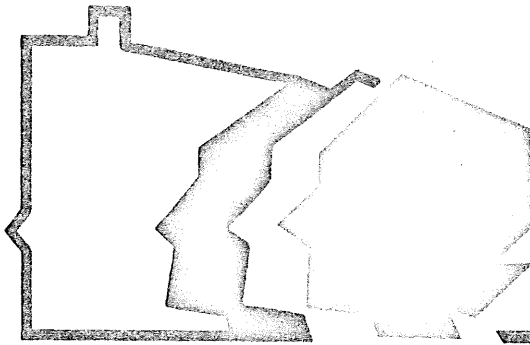
Thank you for your consideration of this request.

Sincerely,

James Geissner  
Deputy Commissioner  
Labor Relations Bureau

cc: Commission Members

State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

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UNIT 5 (HEALTH CARE PROFESSIONAL)

I. Economic Costs

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	17,625,734	3,498,701
FICA & Retirement	2,229,656	444,822
Insurance	<u>1,259,852</u>	<u>259,002</u>
Total	21,115,242	4,202,525

II. Exclusive Representative: Minnesota Nurses Association.

III. Bargaining Unit Composition: Registered Nurses.

*200 employees*



## SUMMARY OF MNA PROPOSED SETTLEMENT

### I. Salaries

- 7/1/81 - 8% Across-the Board
- 12/2/81 - 5.2% Inequity Market Adjustment *to bring salaries to level of private sector nurses*
- 6/30/82 - 6%
- 12/20/82 - 3%

### II. Fringe Benefits

- Continue current Health Insurance benefits; increase major medical from \$250,000 to \$500,000.
- Raise deductible from \$50 to \$100.
- \$50 off-set paid in 1981 and 1982 to employees with Blue Cross/Blue Shield coverage
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to \$56.06 for employee coverage,  
Contribute up to \$76.94 for dependent coverage,
  - F.Y. '83: Contribute up to the total cost of Blue Cross/Blue Shield employee coverage,  
Contribute up to 90% of the cost of Blue Cross/Blue Shield dependent coverage.
- Eliminate Health Testing.
- Continue current Dental Insurance benefits
- Flat rate Employer contribution.
  - F.Y. '82: Contribute up to \$8.38 for employee coverage.  
Contribute up to \$9.58 for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Delta Dental employee coverage.  
Contribute up to 50% of the cost of Delta Dental dependent coverage.
- Continue current Life Insurance.
- Vacation leave for beginning nurses accrue four hours instead of three.
- Continuous operations (shift) nurses receive time and one-half overtime.

HEALTH CARE PROFESSIONAL AGREEMENT

Unit #5

Between The

MINNESOTA NURSES ASSOCIATION

And The

STATE OF MINNESOTA

1981-1983 BIENNIUM

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ARTICLE 1  
PREAMBLE

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by and between the Minnesota Department of Employee Relations on behalf of the State of Minnesota and its Appointing Authorities, hereinafter referred to as the EMPLOYER, and the Minnesota Nurses Association, hereinafter referred to as the ASSOCIATION. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

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

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

ARTICLE 2  
RECOGNITION

Section 1. Recognition. The Employer recognizes the Association as the exclusive representative of the registered nurses certified by the Bureau of Mediation Services, Case Number 80-PR-1299-A. Part-time, seasonal, or temporary nurses whose work does not exceed the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the nurse's bargaining unit or who are employed not in excess of one hundred (100) working days in any calendar year are excluded from the above bargaining unit and this Agreement. Managerial, supervisory and confidential nurses are also excluded.

Section 2. Disputes. Assignment of newly created classes to the bargaining unit or reassignment of existing classes to a different bargaining unit shall be accomplished in accordance with Minnesota Statutes 179.71, Subd. (j).

ARTICLE 3  
ASSOCIATION SECURITY

Section 1. Check Off. The Appointing Authority shall deduct the bi-weekly Association membership dues from the earnings of those nurses who authorize such deduction in writing. The Association shall submit such authorizations and certify the amounts to be deducted at least seven (7) days prior to the end of the pay period for which the deductions are to be effective and the deductions shall continue in effect until cancelled by the nurse through the Association.

Withheld amounts shall be forwarded to the designated Association office within ten (10) days after the deductions are made, together with a record of the amount and those for whom deductions are made.

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

Section 3. Employee Lists. The Appointing Authority shall provide to the designated local Minnesota Nurses Association representative each month a list of the name, social security number, classification, employment condition, and work address of all nurses employed in the bargaining unit and the names of nurses terminating employment with the bargaining unit. The Association shall file the names of designated representatives for this purpose with the Personnel or Labor Relations office of each state agency, hospital, nursing home, university, community college, and/or other institution.

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

#### ARTICLE 4 HOURS OF WORK

Section 1. Work Day, Work Period. The normal work period shall consist of eighty (80) hours of work within a two (2) week pay period. The normal work day shall consist of eight (8) hours, exclusive of an unpaid duty free lunch period.

Section 2. Meal Periods. Nurses shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the mid-point of each work shift. If a nurse's supervisor assigns him/her to work during the lunch period or approves his/her working during the lunch period, the lunch period shall be paid at the applicable rate.

Section 3. Rest Periods. Nurses shall be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. Nurses who are scheduled for a shift of four (4) hours or less and who are scheduled to receive an unpaid meal period shall not be entitled to a rest period.

Section 4. Continuous Schedules. Nurses working where seven (7) day week schedules are in effect shall be governed by the following:

- A. There shall be no split shifts.
- B. No nurse shall be scheduled for a combination of more than two (2) shifts during a two (2) week pay period.
- C. Normally full-time nurses shall be scheduled to work no more than seven (7) consecutive calendar days.
- D. Every reasonable effort shall be made by the Appointing Authority to establish work schedules that will provide nurses every other weekend off.

Exceptions to the patterns of scheduling may be made by mutual agreement between the nurse and the supervisor, or in emergency situations.

Section 5. Work Schedules. Work schedules showing the shifts, days, and hours of all nurses shall be posted at least fourteen (14) calendar days in advance of their effective day of work. The supervisor and a nurse may mutually agree to reschedule days, shifts or hours of work. In addition, nurses may mutually agree to exchange days, shifts, or hours of work with the approval of their supervisor.

## ARTICLE 5 OVERTIME

Section 1. Overtime Hours. All assigned hours worked in excess of the normal work period or in excess of the normal work day shall be considered overtime.

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

Section 2. Overtime Rates. Nurses working in continuous operations of at least two (2) work shifts per day shall receive overtime at the rate of time and one-half ( $1\frac{1}{2}$ ) times the regular rate of pay for all hours worked in excess of the normal work day and normal work period as defined in Article 4, Section 1.

All other nurses shall receive overtime at a straight time rate when assigned to a project that is in addition to their normal duties or normal work load. Such overtime remuneration may be made in either cash or compensatory time off or a combination of both at the discretion of the Appointing Authority giving due regard to the desires of the nurse.

Section 3. On-Call. A nurse shall be in an on-call status if the nurse's supervisor has instructed the nurse, in writing, to remain available to work during an off duty period. A nurse who is instructed to be in an on-call status is not required to remain in a fixed location, but must leave word where he or she may be reached by telephone or by an electronic signaling device.

A nurse who is instructed to remain in an on-call status shall be compensated for such time at the rate of fifteen (15) minutes straight time pay for each one (1) hour of on-call status.

A nurse called to work while on on-call status shall be compensated for a minimum of two (2) hours at his/her straight time pay. A nurse shall not receive on-call pay for hours actually worked. No nurse shall be assigned to on-call status for a period of less than eight (8) consecutive hours.

On-call pay shall be liquidated in cash or as compensatory time off at the discretion of the Appointing Authority taking into consideration the desires of the nurse.

Section 4. Duplication of Payment. Overtime hours worked shall not be paid more than once for the same hours worked under any provisions of this Agreement.

ARTICLE 6  
HOLIDAYS

Section 1. Eligibility. All nurses except intermittent nurses, emergency nurses, and temporary nurses shall be eligible nurses for purposes of this Article. However, intermittent nurses shall become eligible nurses 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 nurses:

New Year's Day	*Veteran's Day
*President's Birthday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

The Appointing Authority may designate alternate days for the observance of those asterisked holidays for nurses employed on an academic school year.

Each eligible nurse shall receive one (1) floating holiday each fiscal year of the Agreement. The nurse must request the floating holiday at least fourteen (14) calendar days in advance. The supervisor may approve or disapprove the request subject to the operational needs of the Appointing Authority. The floating holidays may not be accumulated.

Except for nurses working where seven (7) day a week schedules are in effect, 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.

Where seven (7) day a week schedules are in effect the actual holiday shall be observed as the holiday for nurses working within such schedules.

For purposes of this Article, when a work shift includes consecutive hours which fall in two (2) calendar days, that work shift shall be considered as falling on the calendar day in which the majority of hours in the shift fall.

Section 3. Holidays on Day Off. When any of the above holidays fall on a nurse's regularly scheduled day off, the nurse's scheduled work day either before or after the holiday, at the option of the Appointing Authority, shall be scheduled as a holiday for that nurse, unless other arrangements are agreed to between the Appointing Authority and the nurse. If other arrangements are agreed to this holiday must be taken prior to the expiration of ninety (90) calendar days immediately following the original holiday date. If the holiday is not taken within such ninety (90) day period, the holiday shall be paid.

Section 4. Holiday Pay Entitlement. To be entitled to receive a paid holiday, including a floating holiday, an eligible nurse must be in payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday(s) or work on the holiday. However, eligible intermittent nurses shall receive holiday pay if they work the day before and the day after the holiday or work on the holiday.

Notwithstanding the above, nurses employed on an academic school year basis shall be eligible for the Christmas and New Year's holiday provided they are in payroll status on the last scheduled workday prior to the Christmas break and on the first scheduled workday following the break. A nurse is not entitled to holiday pay for any holiday occurring during the summer break unless actually on payroll status the day before and the day after the holiday.

Section 5. Holiday Pay. Holiday pay, including the floating holiday, shall be computed at the nurse's normal day's pay (i.e., the nurse'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 nurses who normally work less than full-time shall have their holiday pay, including their floating holiday, pro-rated in accordance with the schedule set forth in Appendix A. However, eligible intermittent nurses shall receive holiday pay based on the number of hours worked during the payroll period in which the holiday occurred.

Section 6. Work on a Holiday. Any nurse who works on a holiday shall, at the discretion of the Appointing Authority, either be:

1. Paid in cash at the nurse's appropriate overtime rate for all hours worked in addition to holiday pay provided for in Section 5 above; or,
2. Paid in cash at the nurse's appropriate overtime rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 5 above. Such alternate holiday shall be granted and must be taken within ninety (90) calendar days immediately following the holiday worked. Such alternate holiday selection shall be made by the Appointing Authority giving due regard to the desires of the nurse.

If the nurse is required to work on her/his scheduled floating holiday, the floating holiday shall be rescheduled subject to the limitations provided in Section 2 above.

Section 7. Maximum Number of Holidays. The maximum number of holidays for each eligible nurse is ten (10) holidays per fiscal year as in Sections 2 of this Agreement.

Section 8. Religious Holidays. When a religious holiday, not observed as a holiday, provided in Section 2 above, falls on a nurse's regularly scheduled work day, the nurse shall be entitled to that day off to observe the religious holiday. Such time off to observe religious holidays shall be taken without pay except where the nurse has sufficient accumulated vacation leave or, by mutual consent, is able to make the time up. Nurses shall notify the Appointing Authority at least twenty-one (21) working days prior to the leave.

## ARTICLE 7 VACATION LEAVE

Section 1. Eligibility. All nurses except intermittent nurses, emergency nurses, and temporary nurses shall be eligible for purposes of this Article. However, intermittent nurses shall become eligible nurses for purposes of this Article after completion of one hundred (100) working days in any twelve (12) month period.

Section 2. Allowances. Effective July 1, 1981, all eligible nurses shall accrue vacation pay according to the following rates:



LENGTH OF SERVICE  
REQUIREMENT

VACATION ACCRUAL RATE PER  
FULL PAYROLL PERIOD

0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 20 years	7½ working hours
After 20 years	8 working hours

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

For purposes of determining changes in a nurse's accrual rate, Length of Service Requirement shall include any leave of absence for that portion of the child bearing process where the physician certifies that the nurse is unable to work because she is disabled and shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one (1) full pay period in duration. This determination method shall not be used to change any Length of Service Requirements determined prior to July 9, 1975.

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

An eligible nurse who is reinstated or reappointed to state service within one (1) year of resignation in good standing or retirement shall accrue vacation leave at the same rate with the same credit for length of service that existed at the time of such separation.

Nurses may accumulate unused vacation leave to a maximum of two hundred forty (240) hours.

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

Nurses on a military leave under Article 10 shall earn and accrue vacation leave as though actually employed without regard to the maximum accumulation set forth above. Vacation earned in excess of the maximum accumulation shall be taken within two (2) years of the date the nurse returns from military leave.

An eligible nurse receiving workers compensation benefits shall accrue vacation leave for the number of hours compensated by workers compensation, sick leave, and vacation leave.

When number of hours compensated is less than 80 for the payroll period by a combination of workers compensation, vacation leave, and/or sick leave, then the vacation leave accrual rate will be prorated according to the schedule set forth in Appendix B.

When number of hours compensated is based solely on workers compensation, there will be no vacation leave accrual for that payroll period.

3 Nurses shall begin earning vacation leave on their first day in pay status as an eligible employee. However, intermittent nurses shall begin earning vacation leave after completing one hundred (100) days of employment. After completion of six months in a position, employees are eligible for and may use vacation leave up to and including the amount earned provided approval is obtained from the supervisor, except a nurse who is separated before the six (6) months of employee eligible service shall not be entitled to any vacation or pay in lieu thereof.

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

Section 3. Vacation Period. Every reasonable effort shall be made by the Appointing Authority to schedule nurses vacation at a time agreeable to the nurse insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of nurses within a classification on vacation at the same time, and in the event there is a conflict among nurses over vacation periods which is not resolved by mutual agreement between the nurses, vacation schedules shall be established on the basis of the nurse making the earliest request for the vacation time. If the requests are made on the same day or during the same established sign up period, the requested vacation shall be granted to the nurse having the greater classification seniority in the work unit.

Whenever practicable, nurses shall submit written requests for vacation at least (4) weeks in advance of their vacation to their supervisor, on forms furnished by the Appointing Authority.

3 When advance written requests are impractical, nurses shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond in writing to all vacation requests and shall answer all written requests in writing within fourteen (14) calendar days after such request is made.

Once the vacation has been approved, it shall not be rescinded except during an emergency.

Section 4. Vacation Charges. Nurses who use 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  $\frac{1}{2}$  hour except to permit use 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.

3 Nurses vacation accruals earned while on paid leave may be used by the nurse with the approval of his/her supervisor without returning to work prior to the use of such accrued leave. Should a nurse become ill or disabled while on vacation leave, vacation leave shall be changed to sick leave, effective the date of the illness or disability upon approval of the supervisor. Such notice shall be accompanied by a medical statement from a medical practitioner and shall be given to the supervisor as soon as possible after the illness or disability occurs.

Section 5. Vacation Rights. An eligible nurse who transfers or is transferred from another Appointing Authority without an interruption in service shall carry forward accrued and unused vacation leave, or shall be entitled upon such transfer to pay for any unused portion of the annual leave allowance. A nurse who is on permanent layoff or who is separated from state service by resignation in good standing, discharge, retirement, or death shall be compensated in cash at the nurse's then current rate of pay, for all vacation leave to the nurse's credit at the time of separation.

## ARTICLE 8 SICK LEAVE

Section 1. Eligibility. All nurses except for intermittent nurses, emergency nurses, and temporary nurses shall be eligible nurses for purposes of this Article. However, intermittent nurses shall become eligible nurses 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 nurses 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, nurses shall then accrue sick leave at the rate of two (2) hours per pay period.

Eligible nurses being paid for less than a full eighty (80) hour payroll period shall have their sick leave accrual pro-rated in accordance with the schedule set forth in Appendix C.

An eligible nurse who is reinstated or reappointed to state service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the nurse's credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

An eligible nurse who transfers or is transferred from another Appointing Authority without an interruption in service shall carry forward accrued and unused sick leave.

An eligible nurse receiving workers compensation benefits shall accrue sick leave for the number of hours compensated by workers compensation, sick leave, and vacation leave.

When number of hours compensated is less than 80 for the payroll period by a combination of workers compensation, vacation leave, and/or sick leave, then the sick leave accrual rate will be prorated according to the schedule set forth in Appendix C.

When number of hours compensated is based solely on workers compensation, there will be no sick leave accrual for that payroll period.

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

Section 3. Usage. A nurse shall be granted sick leave with pay to the extent of the nurse's accumulation for absences necessitated by illness, or disability; by a necessity for medical, chiropractic, or dental care; or by exposure to contagious disease which endangers the health of other employees, clients, or the public; or by illness of a spouse, minor or dependent children, or parent living in the same household of the nurse, for such reasonable periods as his/her attendance may be necessary. A pregnant nurse may also use sick leave during the period of time that her doctor or midwife certifies that she is unable to work because of the pregnancy. Leave to arrange for necessary nursing care for members of the family or birth or adoption of a child shall be limited to not more than three (3) days.

Nurses using sick leave under this Article shall have such sick leave first deducted from the nine hundred (900) hours accumulation. Nurses 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 the accumulation again reaches nine hundred (900) hours.

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

Nurses using leave under this Article may be required to furnish a statement from a medical practitioner upon the request of an Appointing Authority if the Appointing Authority believes that the nurse has abused or is abusing sick leave. The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the nurse is not fit to work or has been exposed to a contagious disease which endangers the health of other employees, clients, or the public. Such statement shall indicate the nature and the expected duration of the illness or disability.

Sick leave accruals earned while on paid leave may be used by the nurse with the approval of a supervisor without returning to work prior to using of such accrued sick leave.

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

Section 4. Requests. Whenever practical, nurses shall submit written requests for sick leave to the Appointing Authority in advance of the period of absence. When advance notice is not possible, nurses shall notify their supervisor by telephone or other means at the earliest opportunity.

Section 5. Sick Leave Charges. A nurse using sick leave shall be charged for only the number of hours the nurse was scheduled to work during the period of the nurse's sick leave. In no instance shall sick leave be granted for periods of less than one-half ( $\frac{1}{2}$ ) hour except to permit utilization of lesser fractions that have been accrued. Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.

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

Section 6. Severance Pay. All nurses who have accrued twenty (20) years or more continuous state service shall receive severance pay upon any separation from State service. Nurses with less than twenty (20) years continuous state service shall receive severance pay upon mandatory retirement or retirement at or after age sixty-five (65); death; or layoff, except for seasonal layoffs. Nurses 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 nurse's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the nurse's accumulated but unused sick leave bank, times the nurse's regular rate of pay at the time of separation.

## ARTICLE 9 INJURED ON DUTY

Section 1. Special Rate. The parties recognize that nurses working with residents or inmates at certain state institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, a nurse of any Department of Corrections institutions, Department of Public Welfare institutions, or the Minnesota Veterans Home who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or intentional and overt act of a person who is a resident or is in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the nurse's regular rate of pay and benefits paid under workers compensation, without deduction from the nurse's accrued sick leave. Such compensation shall not exceed an amount equal to two hundred forty (240) times the nurse's regular hourly rate of pay per disabling injury.

Section 2. Workers Compensation Leave. Nurses absent from duty as a result of an injury or illness for which a claim for workers compensation is made may elect to use accumulated vacation or sick leave or both during a period of absence pending an award of workers compensation benefits. Nurses incurring an on-the-job injury shall be paid their regular rate of pay for the remainder of the work shift. Any necessary deductions from accrued sick leave for nurses so injured shall not commence until the first scheduled workday following the injury. Such leave may be used on the following basis.

A. Nurses may elect to return the workers compensation benefit check to the state and receive an adjustment to sick leave or vacation accruals or both in proportion to the amount of compensation received and in the order in which either sick leave or vacation leave or both was originally taken; or

B. Nurses may elect to retain the workers compensation benefit check and to receive sick leave and vacation leave accruals in an amount which will total their regular gross pay for the period of time involved.

In either case, the total rate of compensation may not exceed the regular compensation of the nurse.

Nurses shall be entitled to immediate return to actual employment upon appropriate release from workers compensation status, provided nurses are not so affected or disabled as to be unable to perform their jobs satisfactorily or safely.

ARTICLE 10  
LEAVES OF ABSENCE

Section 1. Application and Authorization for Leave. All requests for a leave of absence shall be submitted in writing by the nurse to the nurse's supervisor. All requests for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

Authorization for or denial of a leave of absence shall be furnished to the nurse.

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 nurse.

B. Court Appearance Leave. Leave shall be granted for appearances 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 nurse or the exclusive representative. Leave shall also be granted for attendance in court in connection with a nurse's official duty, which shall include any necessary travel time. Such nurse shall be paid the nurse's regular rate of pay but shall remit to her/his Appointing Authority the amount received, exclusive of expenses, for serving as a witness.

C. Jury Duty Leave. Leave shall be granted for service upon a jury. Nurse's shall receive their regular rate of pay but shall remit to their Appointing Authority the amount received for jury duty exclusive of expenses. Nurses 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 actually serving on a jury and only on call, the nurse shall report to work.

D. 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 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 the State of Minnesota during the period of such activity.

E. Voting Time Leave. Any nurse 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 nurse has made prior arrangements for such absence with his/her immediate supervisor.

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

### Section 3. Unpaid Leaves of Absence.

A. Disability Leave: Leave of absence up to a cumulative total of one (1) year shall be granted to any permanent nurse who, as a result of an extended illness or injury, has exhausted his/her accumulation of sick leave. Upon the request of the nurse, such leave may be extended.

B. Maternity/Paternity or Adoption Leave. A Maternity/Paternity or Adoption leave of absence shall be granted to a natural or 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 nurse and shall continue up to six (6) months. However, such leave may be extended up to a maximum of one (1) year by mutual consent between the nurse and the Appointing Authority. Maternity/Paternity or Adoption leave shall be granted to all employees who request same except that if both parents are employed by the State of Minnesota only one or the other shall be granted the leave. Maternity/Paternity leave shall not be considered the same as disability leave, and it shall continue up to six (6) consecutive months, and shall be reduced by any paid or unpaid leave of absence.

C. Military Leave. Leave shall be granted to a nurse 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.

D. Personal Leave. Leave may be granted to any nurse, upon request, for personal reasons.

E. Association Leave: Upon the written request of the Association, nurses who are elected or appointed by the Association to serve on an Association Negotiating Team shall be granted reasonable time off for such purposes. Association Representatives or other nurses who may be elected or appointed by the Association to perform certain duties for the exclusive representative on a daily basis, shall be granted such time off on a daily basis provided, the granting of such time off does not adversely affect the operations of the nurse's work unit.

In any case of leave of absence or time off to perform duties for the exclusive representative, the number of nurses to be granted leave of absence or time off from any one work unit may be limited by the Appointing Authority, if the Appointing Authority determines that the number requesting the leave of absence or time off would adversely affect the operations of the work unit.

Upon advanced written notice, leave shall be granted to nurses who are elected officers or appointed full time representatives of the Association. Annually, the Appointing Authority may request the Association to confirm the nurse's continuation on Association Leave. Such elected or appointed representatives may request vacation leave for purposes of this sub-section.

Leave time for service on the Association Negotiating Team shall be considered as paid leave for purpose of vacation leave and sick leave accrual.

F. Educational Leave. Leave may be granted to any nurse for educational purposes.

Section 4. Return from Leave. Nurses returning from leave shall return to a position in their same classification, option, if any, and seniority unit. Nurses returning from extended leaves of absence (one (1) month or more) shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. Nurses may return to work prior to the agreed upon termination date with the approval of the Appointing Authority. Leaves of absence, or extensions of such leave, which are subject to the discretionary authority of the Appointing Authority may be cancelled by an Appointing Authority upon reasonable written notice to the nurse.

ARTICLE 11  
VACANCIES, FILLING OF POSITIONS

Section 1. Job Postings. Whenever an unlimited classified position becomes vacant within the seniority unit and the Appointing Authority determines that such vacancy is to be filled, the Appointing Authority shall post a general description of such vacancy listing the usual shift, usual location, and requirements of the position on appropriate bulletin boards in the seniority unit where the vacancy exists for a minimum of ten (10) calendar days or through such procedures as are otherwise agreed to between the Association and the Appointing Authority.

Section 2. Written Memo of Intent. Nurses may indicate an interest in the filling of such vacancy by submitting a written memo of intent to the Appointing Authority on or before the expiration date of the posting. Any nurse working under that Appointing Authority may submit such written memo which shall be considered. A nurse who is not selected to fill the vacancy shall be notified in writing of the reason(s) if the nurse so requests. If the vacancy is not filled by a nurse who showed interest, then it shall be filled in accordance with Section 3.

Section 3. Filling Positions. Whenever the Appointing Authority determines that a vacancy shall be filled from an eligible list or reinstatement, and a seniority unit layoff list as defined in Article 12, Section 6A exists, vacancies shall be filled by recall from the seniority unit layoff list. In the absence of a seniority unit layoff list, the Appointing Authority shall fill vacancies from among those qualified nurses on the bargaining unit layoff list. In the absence of both layoff lists, the Appointing Authority may fill vacancies in accordance with provisions of Minnesota Statutes.

Section 4. Transfers Between Appointing Authorities. Nurses working under one Appointing Authority may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which the nurse wishes to transfer.

Section 5. Effects of Changes in Position Allocations on the Filling of Positions. When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of the position, the position shall be considered vacant under the provisions of this Article and filled in accordance with Sections 1 through 3.

Section 6. Effects of Reallocation on the Filling of Positions. When the allocation of a position is changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in the position, such situation shall be deemed a reallocation and not considered a vacancy under the provisions of this Article. The incumbent nurse of a reallocated position shall be given the opportunity to qualify.



If the incumbent of a position has failed to qualify in the selection process and is ineligible to continue in that position in the new class, the nurse shall be removed from the position within thirty (30) calendar days from the date of notification to the Appointing Authority of the nurse's failure to qualify. The position shall then be considered vacant under the provisions of this Article and may be filled in accordance with Sections 1 through 3. If the incumbent is ineligible to continue in the position and is not transferred, promoted, or demoted, the layoff provisions of this Agreement shall apply.

If the incumbent of a position which is reallocated to a higher classification existing at the time of the request 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 for up to a maximum of sixty (60) calendar days or until the effective date of the probationary appointment, whichever comes first. If more than sixty (60) calendar days after the initial fifteen (15) calendar day period elapse, payment shall be for the final sixty (60) calendar days in the period.

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.

Section 7. Classification Decisions. The decisions of the Commissioner of Employee Relations pursuant to Sections 5 and 6 shall not be subject to the grievance and arbitration provision of this Agreement. Nurses may appeal the decision under Minnesota Statutes and Administrative Procedures of the Department of Employee Relations.

Section 8. Probationary Period Duration. If the Appointing Authority requires a probationary period under Minnesota Statutes 43A.16, the nurse shall serve a probationary period of 1044 working hours. For purposes of this Article, working hours shall include hours actually worked, excluding overtime, except that working hours shall include overtime hours if the nurse is required to liquidate the overtime in compensatory time off. Working hours shall also include paid holidays and paid leave taken in increments of less than the nurse's normal work day.

The probationary period shall exclude any time served in emergency, provisional, temporary or unclassified appointments.

Nurses promoted prior to the completion of their probationary period to a higher position in the nurse occupational field shall complete their probationary period in the lower position by service in the higher position.

## ARTICLE 12 LAYOFF AND RECALL

Section 1. Seniority. Seniority is defined as the length of continuous employment since the date of the nurse's initial probationary appointment to the classification within the bargaining unit and the department. Continuous employment shall include time on layoff. However, when a nurse is exercising bumping rights, or is demoting, or is transferring, seniority in the class to

which the nurse is bumping, demoting or transferring shall include seniority in all related higher or related equally paid classes in the bargaining unit in which the nurse has previously served provided such continuous employment is in the same department. Also, if the title of the nurse's classification is changed, seniority in the retitled class shall include the continuous employment in the original class.

Notwithstanding the above, seniority for nurses from Rochester State Hospital or any other state hospital/nursing home closed during the duration of this agreement who accept a new position in another department within the bargaining unit with no break in service shall include the continuous employment gained at Rochester State Hospital or the other closed state hospital/nursing home as though the continuous employment was earned in the new department.

For this Article only, continuous employment shall not be interrupted by resignation when the resignation was a forced resignation due to pregnancy, provided that the nurse returned to state service under the same Appointing Authority within one (1) year of the resignation, or the nurse returned to state service within one (1) year under a different Appointing Authority and the nurse subsequently returned to the Appointing Authority who employed her at the time of the resignation. Nurses whose continuous employment may be corrected as provided above shall have until December 31, 1981 to notify the Appointing Authority that a forced resignation due to pregnancy had taken place. The Appointing Authority shall inform nurses of this provision by posting a notice on the official bulletin board within a reasonable period of time after the effective date of this Agreement, or through such procedures as are otherwise agreed to between the Association and the Appointing Authority.

Any resulting changes in seniority shall be effective fifteen (15) days after notice is given by the nurse.

Section 2. Seniority Rosters. The Appointing Authority shall prepare and post seniority rosters and give a copy to the Local Association Representative each September and March. The rosters shall list each nurse in order of seniority in the specific classification. The roster shall also identify the type of appointment if other than full-time unlimited. When two (2) or more nurses have the same seniority date, their seniority roster position shall be determined by lot.

The Local Association Representative shall have thirty (30) calendar days from the date of the posting to notify the local Personnel Director of any disagreements over the seniority rosters. Beginning with the March, 1982 posting, appeals are limited to changes since the previous posting.

Section 3. Layoff. The Appointing Authority may lay off a nurse in the classified service by reason of abolition of the position, shortage of work or funds, or other reasons outside the nurse's control which do not reflect discredit on the service of the nurse.

Section 4. Layoff Procedures. In the event a layoff in the classified service of seniority unit nurses becomes necessary, the Appointing Authority shall designate the position in the class or class option, if one exists. Layoffs shall be within employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time, or intermittent), and

seniority unit. If there is a vacancy in the same class, option if any, seniority unit, and employment condition as the position to be eliminated, the Appointing Authority may reassign the nurse holding the position to be eliminated to that vacancy.

If there is no such vacancy, the Appointing Authority shall notify the nurse occupying the position that she/he is about to be laid off at least fourteen (14) calendar days prior to the effective date of the layoff. The Appointing Authority shall notify the Association as far in advance as practicable but not later than fourteen (14) calendar days prior to the effective date of the layoff.

Instead of layoff, the nurse about to be laid off may exercise the following in the order set forth below.

1. Bump the least senior nurse occupying a position in the same class, option if any, seniority unit, and employment condition.
2. Accept a vacancy in the same seniority unit and employment condition in the class and option, if any, in which the nurse most recently served.
3. Bump the least senior nurse occupying a position in the same seniority unit and employment condition in the next lower or equal class and option in which the nurse most recently served.

Instead of options 1-3, the nurse may accept an offer of employment to a vacancy in an equal or lower class for which the nurse is determined by the Employer to be qualified.

A nurse who does not have sufficient seniority to bump into the most recently served class and option if any shall not forfeit the right to exercise seniority in bumping into the next previously held class. However, if a vacancy exists in the same class, option if any, and employment condition, the nurse must accept the vacancy.

In all cases, the nurse exercising the bumping rights shall have greater seniority in the class and seniority unit and have the same option if any, and employment condition as the nurse who is to be bumped.

Nurses who have accepted an equally or higher paid position excluded from this bargaining unit shall retain bumping rights into a previously held class within the seniority unit of the same Appointing Authority from which they were laid off. Such bumping rights shall be based only upon seniority previously earned as provided in Section 1.

Section 5. Voluntary Leaves in Lieu of Lay-Off. At the discretion of the Appointing Authority, any full time nurse in a seniority unit, in which layoff is pending, may voluntarily request and may be granted a full-time or part-time leave of absence without pay of up to a total of eight (8) calendar weeks per nurse. Vacation, sick leave and insurance benefits shall not be affected by such leaves. Such leaves are subject to the provisions of Article Ten (10), (Leaves of Absence).

Section 6. Layoff Lists and Reemployment List.

A. Seniority Unit Layoff List. The name(s) of nurse(s) who has/have been laid off or demoted in lieu of layoff shall be placed on a seniority unit layoff list for the specific classification, option if any, seniority unit and

employment condition from which the nurse was laid off. Such name(s) shall be placed on the list in order of seniority. The nurse's name shall remain on the layoff list for a minimum of one (1) year or for a period equal to the nurse's continuous employment in the class and department unit to a maximum of three (3) years.

B. Bargaining Unit Layoff List. The name(s) of such nurse(s) shall also be placed on a bargaining unit layoff list for the class, option if any, bargaining unit, and employment condition from which the nurse was laid off. Such names shall be placed on the list in order of the length of continuous employment in the class in the state service. The nurse's name shall remain on the bargaining unit layoff list for a minimum of one (1) year or for a period equal to the nurse's continuous employment in the class and state service to a maximum of three (3) years.

When a nurse's name is placed on the bargaining unit layoff list, the nurse shall indicate the seniority unit(s), the geographic location(s), and employment condition(s) for which she/he would accept recall. The nurse may change his/her availability by notifying the Department of Employee Relations.

C. Reemployment List. At the time of layoff and upon the request of the laid off nurse, his/her name shall be placed on the reemployment list for any lower or equal bargaining unit classes in which the nurse possessed permanent or probationary status prior to layoff and for geographical locations and employment conditions for which she/he would accept employment. The nurse's name shall remain on the reemployment list for a maximum of three (3) years. The nurse may change his/her availability by notifying the Department of Employee Relations.

## Section 7. Recall.

A. Nurses shall be recalled from layoff in the order in which their names appear on the seniority unit layoff list or bargaining unit layoff list.

B. Failure to accept employment in the class, option if any, seniority unit, and employment condition from which the nurse was laid off will result in removal of the nurse's name from the seniority unit layoff list. However, in the Department of Health, failure to accept employment in the same district, class, option if any, and employment condition from which the nurse was laid off will result in removal of the nurse's name from the seniority unit layoff list.

Failure to accept employment in the class, option if any, seniority unit, geographic locations, and employment conditions for which the nurse indicated availability will result in the removal of the nurse's name from the bargaining unit layoff list.

C. When a nurse is recalled from either layoff list, the nurse's name shall be removed from both layoff lists. In the event that a nurse is recalled to a seniority unit other than the one from which she/he was laid off, and the nurse does not successfully complete the probationary period, such nurse's name shall be restored to the original seniority unit layoff list for the remainder of the time period originally provided in Section 6A.

D. The Appointing Authority shall notify the nurse of recall in writing by personal service or certified mail (return receipt requested) at least fifteen (15) calendar days prior to the reporting date. The nurse shall

notify the Appointing Authority in writing by personal service or certified mail within ten (10) calendar days of the date of mailing of the nurse's intent to return to work and the nurse shall report for work on the reporting date unless other arrangements are made. The nurse shall be responsible for keeping the Department of Employee Relations informed of his/her current address and availability.

### ARTICLE 13 PERSONNEL FILES

Section 1. Personnel Files. The Appointing Authority shall maintain one (1) official personnel file for each nurse. Such file shall contain copies of personnel transactions, official correspondence with the nurse, performance evaluations prepared by the Appointing Authority and other pertinent materials.

Section 2. Access. Each nurse shall have access to her/his personnel file during normal business hours and under Appointing Authority supervision. A nurse shall have the right to have placed in her/his file materials that she/he determines may affect her/his employment, including statements in response to any other materials in her/his file.

Under Appointing Authority supervision an Association Representative(s) with written authorization from a nurse may examine the nurse's official file.

Section 3. Copies. Upon written request of the nurse, the Appointing Authority shall provide the nurse copies of contents in her/his personnel file, provided that the cost of such copies is borne by the nurse.

### ARTICLE 14 TERMINATION OF EMPLOYMENT DISCIPLINARY ACTIONS

Section 1. Resignation. A nurse shall give the Appointing Authority two (2) weeks written notice to resign in good standing; and, unless the resignation is because of illness, family emergency or other unavoidable reasons, a nurse shall give the Appointing Authority at least thirty (30) calendar days written notice of resignation in order to receive eligible accumulated vacation pay or eligible sick pay.

#### Section 2. Discipline.

A. Procedure. A nurse with permanent status in her/his current job classification shall be disciplined for just cause. Disciplinary action or measures shall include only the following: 1) oral reprimand, 2) written reprimand, 3) suspension without pay, 4) demotion and 5) discharge. Upon request, a nurse shall be entitled to Association representation during an investigation that may lead to disciplinary action of that nurse.

B. Discharge. If the Appointing Authority determines there is just cause for discharge, the permanent nurse shall be suspended for five (5) working days without pay before the date of the discharge.

C. Demotion. If the Appointing Authority determines there is just cause for demotion, the permanent nurse, shall be notified five (5) working days before the demotion.

D. Notification. A nurse who is suspended, demoted, and/or discharged shall be notified in writing of the reasons therefor. Such notice shall also be provided to the Association and the Association Local Representative at the same time, if practicable, as the notice is provided to the nurse.

Section 3. Probationary Nurses. A nurse with probationary status shall not be discharged or not be certified without just cause.

A. Serving Initial Probationary Period. Probationary nurses serving an initial probationary period may have the Association process the grievance on discharge or non-certification through Step 3 of Article XV (Grievance Procedure), but such grievances shall not be subject to the arbitration provision of this Agreement.

B. Subsequent Probationary Period. Nurses who have permanent status in a nurse classification in the bargaining unit and fail to be certified in a subsequent probationary period in another classification shall have the right to return to the position or another position in the same classification and option in the Seniority unit from which the nurse was transferred or promoted. These permanent status nurses who fail to be certified may have the Association process non-certification grievances through Step 3 of Article XV (Grievance Procedures), but such grievances shall not be subject to the arbitration provision of this Agreement.

## ARTICLE 15 GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance. For the purpose of this Agreement, a grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement. Nurses are encouraged to attempt to resolve their grievances first on an informal basis with their immediate supervisor at the earliest opportunity. If the matter cannot be resolved to the nurse's satisfaction by informal discussion, it shall be then processed in accordance with the following procedure. The Association may elect to use the appeals procedure available under Minnesota Statutes 43A.33, Subdivision 3; provided, however, that upon such election the Association shall be precluded from using the Grievance Procedure of this Agreement as outlined below for the same dispute.

Step 1: Within fourteen (14) calendar days after the grievant, through the use of reasonable diligence, should have knowledge of the event giving rise to the grievance, the Association Representative shall arrange a meeting with the grievant's immediate supervisor with or without the grievant to resolve the grievance. The immediate supervisor's response to the grievance shall be given to the Association Representative within seven (7) calendar days of said meeting.

Step 2: If the grievance is not resolved to the satisfaction of the Association at Step 1 of this procedure, the Association may within seven (7) calendar days after, the immediate supervisor's response is given or due, whichever comes first, at Step 1, present the grievance in writing to the Employer Representative at the next level of supervision who has been designated by the facility to process grievances. The written grievance shall state the nature of the grievance, the facts upon which it is based, the provision(s) of this Agreement allegedly violated, and the relief requested. Within seven (7) calendar days after the Employer's Representative receives the written grievance, the Employer's Representative shall arrange a meeting

with the Association Representative to resolve the grievance. The Employer Representative shall respond to the grievance in writing within seven (7) calendar days of the meeting.

Step 3: If the grievance is not resolved to the satisfaction of the Association at Step 2 of this procedure, the Association may within seven (7) calendar days after the date on which the Employer Representative's written response is given or due, whichever comes first, present the grievance in writing to the Appointing Authority or its designated representative. The Appointing Authority or its designated representative shall, within seven (7) calendar days after receiving the written grievance, arrange a meeting with the Association Representative to resolve the grievance. The Appointing Authority or its representative shall respond in writing to the Association Representative within seven (7) calendar days after the meeting.

Step 4: If the grievance still remains unresolved the Association may within ten (10) calendar days after the response of the Appointing Authority or his/her designee is due, by written notice to the Employer, request arbitration of the grievance. The arbitration proceedings shall be conducted by a three member Board of Arbitration composed of one (1) representative of the Association, one (1) representative of the Employer, and one (1) neutral member. The neutral member shall be selected by the parties within seven (7) calendar day period after notice is given. If the parties fail to agree on the neutral member within the said seven (7) day period, either party may request the Bureau of Mediation Services to submit a list of five (5) arbitrators. Each party shall have the right to alternately strike two (2) names from the list. If the parties fail to agree as to which party shall strike the first name, the decision shall be made by the flip of a coin.

Instead of a three member Board of Arbitration, the Association and the Employer may mutually agree to submit the grievance to a sole arbitrator. If the parties agree to submit the grievance to a sole arbitrator, and the parties fail to agree on the arbitrator within seven (7) calendar days after the notice of arbitration is received, the arbitrator shall be selected in the same manner as the neutral member of the Board of Arbitration.

## Section 2. Arbitrator's Authority.

A. The Board of Arbitration (or arbitrator) shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The Board of Arbitration (or arbitrator) shall consider and decide only the specific issue submitted to them (or him/her) in writing by the Employer and the Association and shall have no authority to make a decision on any other subject not so submitted to them (or him/her). The Board of Arbitration (or arbitrator) shall submit their (or his/her) decision in writing within thirty (30) days following 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 Board of Arbitration's (or arbitrator) interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the Board of Arbitration (or arbitrator) shall be final and binding on the Employer, the Association, and the nurses.

B. The fee and expenses for the neutral member of the Board of Arbitration (or arbitrator) services and proceedings shall be borne equally by the Employer and the Association, 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, providing it pays for the record.

C. If a grievance is 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 Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Association in each step.

Section 3. Processing Grievances. The processing of grievances shall normally be accomplished by the Association Representative and the grieving nurse during day shift working hours while on the facility's premises. The Association Representative and the grieving nurse shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from her/his immediate supervisor, which shall not be unreasonably withheld.

The Association Representative and the grieving nurse shall receive their regular pay, excluding overtime, when a grievance is investigated or processed during working hours in Steps 1 through 3.

## ARTICLE 16 WAGES

Section 1. Salary Ranges. The salary ranges for classifications covered by this Agreement shall be those contained in the Minnesota Registered Nurses Salary Schedule - Bargaining Unit 5 (Appendix D).

In the event that a new class is added to the bargaining unit during the life of this Agreement, the salary range for such class shall be established by the Department of Employee Relations which will advise the Association in advance of the final establishment.

Section 2. Conversion. Effective July 1, 1981, each nurse shall be assigned to the same relative salary step within the salary range for their respective classification, as specified in Appendix D, except as hereafter set forth.

Nurses who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new range.

Nurses in Ranges 3H, 4G, 5H, 35G, and 35I of the 1979-1981 salary schedule shall convert to Range 1 of the 1981-1983 salary grid according to the following:



Step as of 6-30-81  
Monthly rates in parentheses.

Step as of 7-1-81

<u>Range</u> <u>3H</u>	<u>Range</u> <u>4G</u>	<u>Range</u> <u>5H</u>	<u>Range</u> <u>35 G or I</u>	<u>Range</u> <u>1 G or I</u>
1 (1166)				1 (1335)
2 (1206)	1 (1206)		1 (1235)	1 (1335)
3 (1246)	2 (1246)	1 (1246)	2 (1260)	2 (1361)
4 (1286)	3 (1286)	2 (1286)	3 (1300)	3 (1404)
5 (1329)	4 (1329)	3 (1329)	4 (1343)	4 (1451)
6 (1375)	5 (1375)	4 (1375)	5 (1390)	5 (1502)
7 (1422)	6 (1422)	5 (1422)	6 (1437)	6 (1552)
8 (1469)	7 (1469)	6 (1469)	7 (1488)	7 (1606)
		7 (1521)	8 (1542)	8 (1665)
		8 (1573)	9 (1596)	9 (1723)

Conversion to the new grid shall not change a nurse's anniversary date for step progression increases.

Nurses assigned to salary ranges 7I (Registered Nurse, Senior) and 9I (Registered Nurse, Principal) in the 1979-1981 salary schedule shall convert to the same relative salary step in ranges 3I and 4I respectively.

The implementation of general salary adjustments on December 2, 1981, June 30, 1982, and December 29, 1982 shall be by movement to the same relative step to which the employee is assigned the day prior to the effective date of the adjustment.

Section 3. Appointment above the Minimum on Entry into State Service. At the discretion of the Appointing Authority, the starting salary of a nurse appointed to a position covered by this Agreement may be fixed at any step of the assigned salary range. The decision to exceed the minimum step of the salary range shall be based upon the Employer's assessment of the applicant's education and other qualifications. The minimum entry salary for a nurse possessing a Baccalaureate degree shall be step 2 of the assigned salary range.

Section 4. Progression. All increases authorized by this Section shall be effective at the start of the pay period nearest to the anniversary date.

Nurses in classes in this schedule may receive a one-step salary increase annually on their anniversary date until reaching the "position rate" in their salary range, provided satisfactory performance is indicated by their Appointing Authority. 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, nurses may receive one step satisfactory performance increases biennially on their anniversary date upon the recommendation 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 nurses 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 nurse is achieving performance standards or objectives.

The anniversary date for all nurses 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 a nurse's anniversary date. For all nurses 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 5. Achievement Awards. In addition to the foregoing, nurses who have demonstrated outstanding performance may receive achievement awards in the amount of one (1) salary step, provided the nurse is not at or above the maximum salary rate for his/her class. If the nurse is at or above the maximum of the range, such achievement award shall be paid in a lump sum equal to the annual equivalent of one-half (1/2) the difference between the last two (2) steps of the nurse's range. The number of achievement awards granted shall be limited each fiscal year to a maximum of thirty (30%) percent of the number of nurse positions in the seniority unit authorized at the beginning of that fiscal year, except that in seniority units of three (3) or fewer employees, the Appointing Authority may grant one achievement award in each seniority unit.

Section 6. Salary on Reemployment or Reinstatement. If a former nurse is reemployed or reinstated into a class in which that nurse was last employed by the State, the Appointing Authority may make an appointment at the same rate of pay the nurse had been receiving at the time of separation from State service, plus any automatic adjustments that may have been made since the nurse left the State service and/or the class.

Section 7. Salary on Transfer. A nurse who is transferred to a nurse position under another Appointing Authority shall receive the salary being paid before such transfer. In any case of transfer, no nurse shall receive a rate of pay below the minimum of the range for the class to which such nurse has been transferred.

Section 8. Salary on Promotion. Nurses who are promoted during the life of this agreement shall have their salary adjusted to a rate in the new salary range which provides an increase in pay.

Section 9. Shift Differential. Effective July 1, 1981, the shift differential for nurses working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be thirty-two cents (\$.32) per hour for all hours worked on that shift. Such shift differential shall be in addition to the nurse's regular rate of pay and shall be included in all payroll calculations, but shall not apply during periods of paid leave.

Section 10. Work Out of Class. When a nurse is expressly assigned to perform all of the duties of a position allocated to a different classification that is temporarily unoccupied for reasons other than vacation or short periods of sick leave, and such assignment exceeds fifteen (15) consecutive work days in duration, the nurse will be paid for all such hours at the nurse's current salary when assigned to work in a lower class or equal class, or when assigned to work in a higher class, at a rate within the higher range which is equal to the minimum rate for the higher class or one (1) step higher than the nurse's current salary, whichever is greater.

## ARTICLE 17 INSURANCE

Section 1. Group Insurance. The Employer agrees to maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of Insurance and the certificates issued thereunder. 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.

Section 2. Eligible Employees. All nurses 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 nurses; student workers hired after July 1, 1979, and interns; part-time or seasonal nurses serving on less than a seventy-five (75) percent time basis. This exclusion shall not apply to a part-time or seasonal nurse in the classified service who prior to April 1, 1967, was eligible for State paid basic life insurance and health benefits. However, seasonal nurses 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.

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 with the State.

A nurse must be actively at work on the effective date of coverage except that a nurse 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 nurse's coverage.

Benefits provided under this Article shall continue as long as a nurse 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 9. Vacation leave, compensatory time or sick leave cannot be used for

the purpose of continuing State paid insurance by keeping a nurse on a State payroll for one working day per pay period during the time the nurse is on an unpaid leave of absence.

If an eligible nurse 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 nurse shall nonetheless continue to be eligible for benefits provided the nurse appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences. Part-time or seasonal nurses who do not meet the 75% time requirements set forth above may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For nurses age sixty-five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

Section 3. Employer Contribution for Health Insurance. Effective July 1, 1981, the Employer shall pay the full cost of nurse coverage for the health, surgical, medical and hospital coverages specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for nurse coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total nurse Blue Cross and Blue Shield insurance premium not to exceed the total cost for nurse coverage.

Effective July 1, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to ninety percent (90%) of the total dependent Blue Cross and Blue Shield insurance premium for all nurses carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible nurses may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan, or any other plan offered by the Employer. A brief description of each of the HMO plans and Blue Cross and Blue Shield of Minnesota Plan is contained in Appendix F. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 4. Insurance Payment. Nurses employed by the Employer on July 1, 1981, who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981, and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Nurses employed by the Employer on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 6, 1982, and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October, 1982, provided there has been no break in continuous service between July 1, 1981, and October 6, 1982.

Nurses shall be considered to be employed on July 1, 1981, October 7, 1981, and October 6, 1982, if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

Section 5. Workers' Compensation. When a nurse 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 (1980) 176.191, Subdivision 3.

Section 6. Employer Contribution for Dental Insurance. Effective July 1, 1981, the Employer shall pay the full cost of nurse coverage for the dental coverage specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for nurse coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental nurse coverage not to exceed the total cost for nurse dental insurance.

Effective July 1, 1981, the Employer shall pay one-half (1/2) of the difference in premium between single and family coverage for all eligible nurses carrying dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to one-half (1/2) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible nurses may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer. A brief description of the dental plans is contained in Appendix F.

Section 7. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible nurses (double indemnity applies in the case of accidental death):

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

Up to \$100,000 additional insurance may be purchased by nurses, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 for each dependent and up to one-half (1/2) the principal sum carried by the nurse for the spouse shall also be available for purchase by the nurse.

Section 8. Optional Insurance. The following optional insurance protection shall be available for purchase by eligible nurses:

A. Short Term Salary Continuance. Provides benefits of \$140-\$1,000, up to two-thirds of a nurse'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.

B. Long Term Salary Continuance. Provides benefits of \$200-\$1,000, based on the nurse's salary, commencing on the 181st day of total disability.

C. 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 nurse, but not in excess of the amount carried by the nurse.

Section 9. Group Premium for Early Retirement. Nurses 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 nurse's expense, in the group hospital and medical benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 10. Insurance Coverage for Nurses on Layoff. All eligible classified nurses 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 nurses shall have the option to continue to participate in the group insurance program for an additional six (6) months at their own expense at the group premium rates.

Section 11. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 3 and 6 above during the period August 15 through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

Section 12. Death Benefit. Nurses who retire on or after July 1, 1981, shall be entitled to a \$500.00 cash death benefit payable to a beneficiary designated by the nurse, if at the time of death the nurse is entitled for an annuity under a State retirement program. A \$500.00 cash death benefit shall also be payable to the designated beneficiary of a nurse who becomes totally and permanently disabled on or after July 1, 1981, and who at the time of death is receiving a State disability benefit and is eligible for a deferred annuity under a State retirement program.

## ARTICLE 18 MANAGEMENT RIGHTS

It is recognized that the Employer retains all inherent managerial rights as stipulated by Minnesota Statutes 179.66.

ARTICLE 19  
RELOCATION EXPENSES

Section 1. Authorization. When it has been determined by the Appointing Authority that a nurse is required to be transferred or reassigned to a different work station or must change residence as a condition of employment, the cost of moving the nurse shall be paid by the Appointing Authority.

When a nurse must change residence in order to accept an appointment at a higher salary range offered by an Agency, the Appointing Authority may approve the reimbursement of all or a portion of the relocation expenses set forth in this Article.

Nurses who are reassigned, transferred, or demoted to vacant positions in their State agency due to the abolishment (including transfer to another governmental jurisdiction or a private enterprise), removal to a new location, or removal to another State agency of all or a major portion of the operations of their Appointing Authority, shall receive relocation expenses in accordance with the provisions of this Article. Nurses who are demoted during their probationary period shall receive those relocation expenses provided in Section 2, Paragraph C and D, of this Article.

A nurse who is transferred, reassigned, or demoted at his/her request when the transfer, reassignment, or demotion is for the nurse's sole benefit may, at the Appointing Authority's discretion, be reimbursed for all or a portion of the relocation expenses set forth in this Article.

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 nurse's current work location or changes in residence required by an Appointing Authority as a condition of employment. However, a nurse is not eligible for reimbursement of relocation expenses where the new work location is within thirty-five (35) miles of the nurse's current residence. The provisions of this Article shall not apply to nurses who currently commute thirty-five (35) miles or more to their work location unless the nurse is transferred or reassigned to a new work location which is thirty-five (35) miles or more from the nurse's current work station.

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

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

A. Travel Status. Nurses 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. Standard travel expenses for the nurse's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

B. Realtor's Fees. Realtor's fees for the sale of the nurse's domicile, not to exceed \$3,000, shall be paid by the Appointing Authority.

C. Moving Expenses. The Appointing Authority shall pay the cost of moving and packing the nurse's household goods. The nurse 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 nurse's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the nurse's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.

D. Miscellaneous Expenses. The nurse shall be reimbursed up to a maximum of \$400.00 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 nurse's family to the new work location at the time the move is made including meals and lodging (such expenses shall be consistent with the provisions of Article XX (Expense Allowances)), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

#### ARTICLE 20 EXPENSE ALLOWANCES

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

Section 2. Automobile Expense.

State-owned Vehicle Not Available. When a State-owned vehicle is not available and a nurse is required to use her/his personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the nurse as follows for mileage on the most direct route according to Transportation Department records.

<u>Fiscal Year</u>	<u>Rate (cents per mile)</u>
1982	24
1983	26

State-owned Vehicle Available. When a State-owned vehicle is offered and declined by the nurse, mileage may be paid as follows for mileage on the most direct route.

<u>Fiscal Year</u>	<u>Rate (cents per mile)</u>
1982	19
1983	21

However, if a State-owned vehicle is available, the Appointing Authority may require a nurse to use the State car to conduct authorized State business.



Deviations from the most direct route, such as vicinity driving or departure from the nurse's residence, shall be shown separately on the nurse's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A nurse shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

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

Section 4. Overnight Travel. Nurses in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Nurses in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$5.00 per week for laundry and/or \$6.00 for dry cleaning for each week after the first week.

Section 5. Meal Allowances. Nurses assigned to be in travel status between the nurse'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 nurse is on assignment away from her/his home station in a travel status overnight or departs from home in an assigned travel status before 6:00 a.m.

B. Noon Meal.

A nurse stationed outside the seven (7) county metropolitan area and not employed by the Department of Health may claim lunch reimbursement only if the nurse 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.

A nurse stationed outside the seven (7) county metropolitan area and employed by the Department of Health, may claim lunch reimbursement only if the nurse is performing required work outside the Department of Health work district to which the nurse is assigned, and the work assignment extends over the normal noon meal period.

A nurse stationed in the seven (7) county metropolitan area shall not be reimbursed for noon meals obtained in the seven (7) county metropolitan area.

However any nurse may claim lunch reimbursement 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 nurse 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	- \$3.50
Lunch	- \$4.75
Dinner	- \$8.00

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the nurse makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

Section 8. Telephone Calls. When it is necessary to place a work related long distance call, the nurse should request that the operator bill the call to the home office telephone number. A nurse who pays cash for a work related long distance call, may obtain reimbursement for such call.

ARTICLE 21  
BULLETIN BOARDS

The Appointing Authority agrees to furnish and maintain a bulletin board in an area frequented by nurses. The bulletin board may be used by the Association for posting notices of Association meetings, Association elections, and Association recreational or social affairs. It is specifically understood that posted material shall not advocate any course of action contrary to the provisions of this Agreement nor shall it contain material of a partisan, political or inflammatory nature.

ARTICLE 22  
CAREER DEVELOPMENT

The Employer recognizes its responsibility to provide assistance to nurses in reaching specific career goals. The form and level of this assistance is determined by the department head and/or delegated authority after taking into consideration the affirmative action goals of the State.

A. Development Defined. Nurse development is an on-going process intended to help nurses attain and maintain a quality of job performance that meets the needs of the State and the career objectives of individual nurses. Development includes a variety of planned, purposeful activities and experiences designed to improve and/or increase the skills, knowledge and abilities of nurses. Typical activities and experiences include project assignments, task force assignments, supervisory coaching, internal job assistance, orientation, job rotation, interchanges, classroom instruction and independent study.

- B. Training Defined. Training is a specific means or method of nurse development. It consists of formal, systematic and structured activities that meet specific, predetermined learning objectives designed to directly improve and/or increase the knowledge, skills and abilities of nurses. Formal training usually refers to group instruction or structured independent study. Academic or technical courses, seminars, workshops, institutes, correspondence courses, individualized reading programs, programmed instruction and computer assisted learning are typical examples of formal training. Conferences and conventions are included if they are conducted specifically for educational purposes.
- C. Individual Development Planning. Each nurse shall be counseled in terms of development and complete an Individual Development Planning Worksheet on an annual basis. First priority for expenditure of State funds will be given to those activities included in the Individual Development Plan.
- D. Participation in Training. Nurses may be selected to participate in training and development activities in two ways:
1. Job Assignment: The nurse is assigned by the department to participate as a specific work assignment, or as specifically requested by the supervisor. The nurse must participate in order to carry out the basic responsibilities of the job.
  2. Employee Initiated: At the discretion of the department head and/or delegated authority, nurses may be allowed to participate in non-assigned programs to meet specific training and development needs. Participation in these programs must be beneficial to both the organization and the nurse.

#### Training Procedures.

- A. Training Time: Department heads and/or delegated authority can assign nurses to participate in training and development programs as part of their regular job. The amount of time spent in programs of this nature is determined by the department head.

Nurses may be allowed to participate in programs up to 100 hours of work release time each fiscal year. The department head and/or delegated authority is authorized to grant release time for travel to and from training programs. If granted, the travel time is included within the 100 hour maximum.

At the department head and/or delegated authority's discretion, nurses may be granted a leave of absence for training that goes beyond the 100 hour limitation provided the granting of such leave will benefit the State.

- B. Expenses and Reimbursement. Each operating department is responsible for all necessary and legitimate expenses incurred as a result of nurse participation in job assigned training and development activities.

The department may approve reimbursement for expenses incurred in nurse initiated training:

1. 75% of the tuition or registration costs.

2. Reimbursement for necessary books, materials and fees provided such materials do not become the sole property of the nurse.

C. Leaves of Absence for Training. Leaves of absence may be granted to nurses for work related programs consistent with the training and development policy of the State. Nurses may be granted leave with or without pay, depending on the nature and length of the training program, as well as the benefits to the State. Leave of absence with pay shall be approved by the Commissioner of Employee Relations prior to utilization. The Commissioner of Employee Relations may identify in advance the types of programs, including stipend programs, for which leaves of absence with pay are authorized, and in those instances, such authorization by the Commissioner of Employee Relations shall be deemed approval.

#### Reimbursement of Training Expenses to the State:

Nurses who participate in training programs or courses longer than 40 classroom hours on State time or in training programs which are funded in whole or in part by State funds are obligated to return to a State job for a minimum period of twice the length of the training program. Nurses who fail to fulfill the minimum time commitment are required to reimburse the State for the actual costs of the training plus all salary paid for actual time spent in training activities. The amount of reimbursement required will be a prorated share of the actual expenses based upon the length of time the nurse has returned to a State job.

The State may require the reimbursement of tuition, registration, travel and living costs paid by the State for any course or program not successfully completed, provided the State is not responsible for the failure to successfully complete the course.

Upon the request of a nurse, the Employer may waive the reimbursement requirements of this section for nurses who are unable to maintain a level of employment at least equivalent to that held immediately prior to training, due to layoff, illness or a disability of at least six months duration or death.

### ARTICLE 23 NO STRIKE OR LOCKOUT

Section 1. Strikes. The Association, its officers, agents, and nurses covered by this Agreement agree that they will not, during the life of this Agreement, promote or support any strike as defined in Minnesota Statutes 179.63, Subdivision 12. Any nurse who knowingly violates the provisions of this Section may be subject to disciplinary action.

Section 2. Lockouts. No lockout of nurses shall be instituted by the Employer.

### ARTICLE 24 SAVINGS CLAUSE

This Agreement is intended to be in conformity with all applicable and valid federal and state laws and rules and regulations promulgated thereof. In the event that any provision of this Agreement is found to be inconsistent with existing statutes or rules, or regulations promulgated thereunder, the provisions of such statutes or ordinances shall prevail and if any provision

herein is found to be invalid or unenforceable by court or other authority having jurisdiction then such provision shall be considered void but all other provisions shall remain in full force and effect.

Any provision or portion of this Agreement 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 decision 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 25

### DURATION

The provisions of this Agreement take the place of all previous Agreements and shall become effective the first day of July, 1981, subject to the ratification by the Seventy-Second (72nd) Session of the Legislature or during the interim, the acceptance by the Legislative Commission on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 1983.

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

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

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

FOR THE ASSOCIATION

FOR THE EMPLOYER

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APPENDIX A

Eligible nurses who normally work less than full-time and eligible intermittent nurses shall have their holiday pay pro-rated on the following basis:

Hours that would have been worked during the pay period had there been no holiday.

Holiday hours earned for each holiday in the pay period.

Less than 9 1/2	0
At least 9 1/2, but less than 19 1/2	1
At least 19 1/2, but less than 29 1/2	2
At least 29 1/2, but less than 39 1/2	3
At least 39 1/2, but less than 49 1/2	4
At least 49 1/2, but less than 59 1/2	5
At least 59 1/2, but less than 69 1/2	6
At least 69 1/2, but less than 79 1/2	7
At least 79 1/2	8

APPENDIX B

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

HOURS OF VACATION ACCRUED DURING EACH  
PAYROLL PERIOD OF CONTINUOUS SERVICE

No. Hours Worked During Pay Period	0 thru 5 years,	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 years
Less than 9 1/2	0	0	0	0	0
At least 9 1/2, but less than 19 1/2	3/4	1	1-1/4	1-1/2	1-1/2
At least 19 1/2, but less than 29 1/2	1	1-1/4	1-3/4	2	2
At least 29 1/2, but less than 39 1/2	1-1/2	2	2-3/4	3	3
At least 39 1/2, but less than 49 1/2	2	2-1/2	3-1/2	3-3/4	4
At least 49 1/2, but less than 59 1/2	2-1/2	3-1/4	4-1/2	4-3/4	5
At least 59 1/2, but less than 69 1/2	3	3-3/4	5-1/4	5-3/4	6
At least 69 1/2, but less than 79 1/2	3-1/2	4-1/2	6-1/4	6-3/4	7
At least 79 1/2	4	5	7	7-1/2	8

APPENDIX C

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

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

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



APPENDIX D

SERIES G  
MINNESOTA NURSES ASSOCIATION  
July 1, 1981 - December 1, 1981

Comp Code		A	B	C	D	E	F	G	H	I
Step		01	02	03	04	05	06	07	08	09
Range										
1	YR	16,015	16,328	16,850	17,414	18,019	18,625	19,272	19,982	20,671
	MO	1335	1361	1404	1451	1502	1552	1606	1665	1723
	HR	7.67	7.82	8.07	8.34	8.63	8.92	9.23	9.57	9.90
2	YR	16,328	16,850	17,414	18,019	18,625	19,272	19,982	20,671	21,402
	MO	1361	1404	1451	1502	1552	1606	1665	1723	1784
	HR	7.82	8.07	8.34	8.63	8.92	9.23	9.57	9.90	10.25
3	YR	17,414	18,019	18,625	19,272	19,982	20,671	21,402	22,154	22,926
	MO	1451	1502	1552	1606	1665	1723	1784	1846	1911
	HR	8.34	8.63	8.92	9.23	9.57	9.90	10.25	10.61	10.98
4	YR	18,625	19,272	19,982	20,671	21,402	22,154	22,926	23,761	24,597
	MO	1552	1606	1665	1723	1784	1846	1911	1980	2050
	HR	8.92	9.23	9.57	9.90	10.25	10.61	10.98	11.38	11.78
5	YR	19,982	20,671	21,402	22,154	22,926	23,761	24,597	25,494	26,434
	MO	1665	1723	1784	1846	1911	1980	2050	2125	2203
	HR	9.57	9.90	10.25	10.61	10.98	11.38	11.78	12.21	12.66
6	YR	22,634	23,469	24,304	25,181	26,121	27,060	28,021	29,065	30,109
	MO	1886	1956	2025	2098	2177	2255	2335	2422	2509
	HR	10.84	11.24	11.64	12.06	12.51	12.96	13.42	13.92	14.42

	<u>Old Range</u>	<u>Effective 7-1-81</u>
Nursing Education Specialist	15I	6I
Nursing Evaluator 1	35G & 4G	1G
Nursing Evaluator 2	38I	3I
Public Health Nurse	36G	2G
Public Health Nursing Advisor	40I & 9I	4I
Public Health Nursing Advisor, Senior	81I	5I
Registered Nurse	35I, 3H & 5H	1I
Registered Nurse, Principal	40I & 9I	4I
Registered Nurse, Senior	38I & 7I	3I

SERIES G  
MINNESOTA NURSES ASSOCIATION  
December 2, 1981 - June 29, 1982

Comp Code		A	B	C	D	E	F	G	H	I	J
Step		01	02	03	04	05	06	07	08	09	10
Range											
1	YR	16,808	17,393	17,999	18,604	19,210	19,794	20,400	21,005	21,590	22,321
	MO	1401	1449	1500	1550	1601	1650	1700	1750	1799	1860
	HR	8.05	8.33	8.62	8.91	9.20	9.48	9.77	10.06	10.34	10.69
2	YR	17,393	17,999	18,604	19,210	19,794	20,400	21,005	21,590	22,195	22,926
	MO	1449	1500	1550	1601	1650	1700	1750	1799	1850	1911
	HR	8.33	8.62	8.91	9.20	9.48	9.77	10.06	10.34	10.63	10.98
3	YR	18,270	18,980	19,690	20,379	21,089	21,799	22,509	23,219	23,928	24,597
	MO	1523	1582	1641	1698	1757	1817	1876	1935	1994	2050
	HR	8.75	9.09	9.43	9.76	10.10	10.44	10.78	11.12	11.46	11.78
4	YR	19,544	20,295	21,068	21,820	22,571	23,323	24,075	24,847	25,599	26,330
	MO	1629	1691	1756	1818	1881	1944	2006	2071	2133	2194
	HR	9.36	9.72	10.09	10.45	10.81	11.17	11.53	11.90	12.26	12.61
5	YR	20,984	21,799	22,613	23,427	24,242	25,056	25,870	26,685	27,499	28,272
	MO	1749	1817	1884	1952	2020	2088	2156	2224	2292	2356
	HR	10.05	10.44	10.83	11.22	11.61	12.00	12.39	12.78	13.17	13.54
6	YR	23,490	24,409	25,327	26,225	27,144	28,063	28,961	29,879	30,798	31,654
	MO	1958	2034	2111	2185	2262	2339	2413	2490	2567	2638
	HR	11.25	11.69	12.13	12.56	13.00	13.44	13.87	14.31	14.75	15.16

Effective  
12-2-81

Nursing Education Specialist	6J
Nursing Evaluator 1	1H
Nursing Evaluator 2	3J
Public Health Nurse	2H
Public Health Nursing Advisor	4J
Public Health Nursing Advisor, Senior	5J
Registered Nurse	1J
Registered Nurse, Principal	4J
Registered Nurse, Senior	3J

SERIES G  
MINNESOTA NURSING ASSOCIATION  
June 30, 1982 - December 28, 1982

Comp Code		A	B	C	D	E	F	G	H	I	J
Step		01	02	03	04	05	06	07	08	09	10
Range											
1	YR	17,811	18,437	19,084	19,711	20,358	20,984	21,632	22,258	22,884	23,657
	MO	1484	1536	1590	1643	1697	1749	1803	1855	1907	1971
	HR	8.53	8.83	9.14	9.44	9.75	10.05	10.36	10.66	10.96	11.33
2	YR	18,437	19,084	19,711	20,358	20,984	21,632	22,258	22,884	23,532	24,304
	MO	1536	1590	1643	1697	1749	1803	1855	1907	1961	2025
	HR	8.83	9.14	9.44	9.75	10.05	10.36	10.66	10.96	11.27	11.64
3	YR	19,377	20,128	20,880	21,611	22,362	23,114	23,866	24,618	25,369	26,079
	MO	1615	1677	1740	1801	1864	1926	1989	2051	2114	2173
	HR	9.28	9.64	10.00	10.35	10.71	11.07	11.43	11.79	12.15	12.49
4	YR	20,713	21,506	22,342	23,135	23,928	24,722	25,515	26,330	27,144	27,917
	MO	1726	1792	1862	1928	1994	2060	2126	2194	2262	2326
	HR	9.92	10.30	10.70	11.08	11.46	11.84	12.22	12.61	13.00	13.37
5	YR	22,237	23,114	23,970	24,826	25,703	26,559	27,415	28,292	29,148	29,963
	MO	1853	1926	1998	2069	2142	2213	2285	2358	2429	2497
	HR	10.65	11.07	11.48	11.89	12.31	12.72	13.13	13.55	13.96	14.35
6	YR	24,910	25,870	26,852	27,791	28,773	29,754	30,694	31,675	32,656	33,554
	MO	2076	2156	2238	2316	2398	2480	2558	2640	2721	2796
	HR	11.93	12.39	12.86	13.31	13.78	14.25	14.70	15.17	15.64	16.07

Effective  
12-2-81

Nursing Education Specialist	6J
Nursing Evaluator 1	1H
Nursing Evaluator 2	3J
Public Health Nurse	2H
Public Health Nursing Advisor	4J
Public Health Nursing Advisor, Senior	5J
Registered Nurse	1J
Registered Nurse, Principal	4J
Registered Nurse, Senior	3J

SERIES G  
MINNESOTA NURSES ASSOCIATION  
December 29, 1982 - June 30, 1983

Comp Code		A	B	C	D	E	F	G	H	I	J
Step		01	02	03	04	05	06	07	08	09	10
Range											
1	YR	18,354	18,980	19,648	20,295	20,964	21,611	22,279	22,926	23,574	24,367
	MO	1529	1582	1637	1691	1747	1801	1857	1911	1964	2031
	HR	8.79	9.09	9.41	9.72	10.04	10.35	10.67	10.98	11.29	11.67
2	YR	18,980	19,648	20,295	20,964	21,611	22,279	22,926	23,574	24,242	25,035
	MO	1582	1637	1691	1747	1801	1857	1911	1964	2020	2086
	HR	9.09	9.41	9.72	10.04	10.35	10.67	10.98	11.29	11.61	11.99
3	YR	19,961	20,734	21,506	22,258	23,031	23,803	24,576	25,348	26,121	26,852
	MO	1663	1728	1792	1855	1919	1984	2048	2112	2177	2238
	HR	9.56	9.93	10.30	10.66	11.03	11.40	11.77	12.14	12.51	12.86
4	YR	21,339	22,154	23,010	23,824	24,638	25,474	26,288	27,123	27,958	28,752
	MO	1778	1846	1917	1985	2053	2123	2191	2260	2330	2396
	HR	10.22	10.61	11.02	11.41	11.80	12.20	12.59	12.99	13.39	13.77
5	YR	22,905	23,803	24,680	25,578	26,476	27,353	28,230	29,148	30,025	30,861
	MO	1909	1984	2057	2132	2206	2279	2352	2429	2502	2572
	HR	10.97	11.40	11.82	12.25	12.68	13.10	13.52	13.96	14.38	14.78
6	YR	25,662	26,643	27,666	28,626	29,629	30,652	31,612	32,635	33,638	34,556
	MO	2138	2220	2306	2386	2469	2554	2634	2720	2803	2880
	HR	12.29	12.76	13.25	13.71	14.19	14.68	15.14	15.63	16.11	16.55

Effective  
12-2-81

Nursing Education Specialist	6J
Nursing Evaluator 1	1H
Nursing Evaluator 2	3J
Public Health Nurse	2H
Public Health Nursing Advisor	4J
Public Health Nursing Advisor, Senior	5J
Registered Nurse	1J
Registered Nurse, Principal	4J
Registered Nurse, Senior	3J

## APPENDIX E

The following is an alphabetical listing of state departments, agencies, etc. which are the seniority units where the Minnesota Nurses Association has exclusive bargaining rights for registered nurses at the time this Agreement was signed. Seniority units are indicated by an asterisk.

\*Administration, Department of

\*Board of Nursing

Community College System (each college is a seniority unit)

- \*Inver Hills Community College
- \*Lakewood Community College
- \*Minneapolis Community College
- \*North Hennepin Community College
- \*Rochester Community College

Corrections, Department of (each facility is a seniority unit)

- \*Minnesota Correctional Facility - Lino Lakes
- \*Minnesota Correctional Facility - Red Wing
- \*Minnesota Correctional Facility - Sauk Centre
- \*Minnesota Correctional Facility - Stillwater
- \*Ramsey Medical Unit

Education, Department of

- \*Minnesota School for the Deaf

\*Health, Department of

Public Welfare, Department of (each facility is a seniority unit)

- \*Ah-Gwah-Ching Nursing Home
- \*Anoka State Hospital
- \*Brainerd State Hospital
- \*Cambridge State Hospital
- \*Central Office - DPW
- \*Faribault State Hospital
- \*Fergus Falls State Hospital
- \*Moose Lake State Hospital
- \*Oak Terrace State Hospital
- \*Rochester State Hospital
- \*St. Peter State Hospital
- \*Security Hospital (St. Peter)
- \*Willmar State Hospital

State University System (each university is a seniority unit)

- \*Bemidji State University
- \*Mankato State University
- \*Moorhead State University
- \*St. Cloud State University
- \*Winona State University

\*Transportation, Department of

\*Veterans Affairs, Department of

The Employer reserves the right to add or delete seniority units.



# EMPLOYEE Group Life & Health CARE PROGRAM STATE OF MINNESOTA OCTOBER 1, 1981

Appendix F

This brochure is not a policy, but is a brief description of the benefits provided by each of the carriers. Employees receive Certificates stating the main provisions of each Master Policy.

The program is a well balanced and comprehensive program of life insurance, hospital-medical and dental benefits for eligible employees paid for by the State. Also, included are optional coverages which the employee may purchase and pay for by 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.

Part-time or seasonal employees who do not meet the 75% time requirement above, but are employed on at least a 50% time basis, nonetheless may enroll at their own expense.

Basic benefits shall become effective on the first day of the payroll period beginning on or after the 28th calendar day following the first day 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. When both spouses work for the State, only one of them may apply for and receive State contribution for dependent coverage.

## LIFE INSURANCE BENEFITS

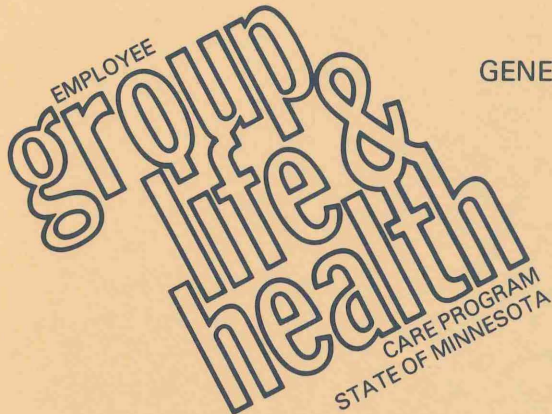
Group life insurance, covering death from any cause, is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). Amount of insurance will be according to the schedule in the employee bargaining unit, the commissioners plan, or manager's plan. Employees becoming totally and permanently disabled prior to age 60, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until death.

Accidental death and dismemberment benefits — If an employee dies by accident (on or off the job) the life insurance doubles.

You must elect either the fee for service plan or one of the health maintenance plans described on the following pages. Eligible are coordinated with the benefits of other group plans. You are also eligible for dental coverage with Delta Dental Plan of Minnesota. Group Health Plan members may choose either the Group Health Dental Plan or the Delta Dental Plan.

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 for 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.





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.

**Fee for service plans** pay a scheduled benefit on expenses incurred. The employee is normally responsible for a portion of the expenses. The employee or covered dependent in a fee for service plan may choose any licensed physician and hospital for services.

**Health maintenance organizations** provide their members with comprehensive health care services on a pre-paid basis. With some exceptions, services are provided at no cost to the member. In addition to providing services for the diagnosis and treatment of illness or injury, HMO's include preventive medicine. Under the HMO concept, members must use the services of HMO affiliated physicians, clinics and hospitals. Special provision is made for emergency service while traveling out of the service area.

A description and comparison of all the plans are outlined in this brochure.

### SIMILAR BENEFITS

GENERAL HOSPITAL ADMISSIONS  
SURGERY  
ANESTHESIOLOGY  
X-RAY AND LABORATORY  
(In-patient and clinical)  
OFFICE CALLS  
EYE EXAMS  
MATERNITY

### VARIED BENEFITS PREVENTIVE MEDICINE

### OUT PATIENT EMERGENCY

### PRESCRIPTIONS, DRUGS

### EYE GLASSES

### MENTAL HEALTH INPATIENT

### OUTPATIENT

### CHEMICAL DEPENDENCY INPATIENT OUTPATIENT

### SUPPLEMENTAL BENEFITS

### OUT OF AREA BENEFITS

### DENTAL CARE

### PRE-EXISTING CONDITIONS

### CONVERSION PLAN

## CENTRAL MINNESOTA GROUP HEALTH PLAN

100% coverage in semi-private room for at least 365 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, vaccinations, allergy treatment or testing. Health education programs are available through CMGHP medical center.

100% coverage

Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.

Available at reduced cost at participating optical stores.

100% coverage up to 30 days a calendar year.

20 visits a calendar year, member pays \$10 a visit.

100% coverage for up to 73 days a calendar year.

Covered under out-patient mental health.

80% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.

100% coverage for hospitalization and emergency room. Physicians fees: 80% of fair and reasonable charges.

Preventive dental care for children to age 12.

No restrictions.

CMGHP provides conversion to a non-group CMGHP membership.

## COORDINATED HEALTH CARE

100% coverage in semi-private room for at least 365 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.

Member pays \$10 at CHC facility or other facility in life threatening emergency, co-payment is waived if admitted as a bed patient.

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

Available at cost plus small handling charge when purchased through CHC eyeglass center.

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

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

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

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

Supplemental benefits covered at 100% after \$50 each calendar year, for services including private duty nursing, oxygen and medical equipment when prescribed by CHC physician; \$10,000 lifetime maximum.

Out-patient: Amount charged is paid in full for services at a hospital; scheduled benefit allowance for visits to physicians office. In-patient: Full coverage in semi-private room. Surgery, anesthesia, and hospital visits paid up to a scheduled benefit allowance.

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

No restrictions during open enrollment periods.

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

## GROUP HEALTH ASSN. OF NE MINNESOTA

100% coverage in semi-private room for at least 365 days.  
100% covered  
100% covered  
100% covered

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

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

Member pays \$10 a visit at hospital where GHA has staff privileges.

Member pays \$1 a prescription at participating pharmacies.

Not covered.

100% coverage in semi-private room for 70 days in any 12 month period when under care of Range Mental Health Center.

100% coverage for 20 visits in any 12 month period when under care of Range Mental Health Center.

100% coverage to benefit limit for 73 days in any 12 month period when under care of Range Mental Health Center.

No limit when under care of Range Mental Health Center

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions.

Full plan level of benefits if in plan service area.

## GROUP HEALTH PLAN INC.

100% coverage in semi-private room for at least 365 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 and treatment.

100% coverage

Members pay \$.50 a prescription for up to 34 days supply of drugs included in GHP formulary. Pharmacies available in ten GHP centers.

Available at GHP cost when purchased at GHP centers Metro area.

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

Psychiatric care when provided by GHP staff. Coverage limited to 20 visits per year at a member cost of \$10 per visit.

100% in-patient coverage for 73 days while covered and when authorized by GHP chemical dependency counselor.

100% out-patient coverage.

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

Preventive dental care for children to age 12. GHP member may select separate GHP dental coverage during annual open enrollment period or as a new employee. Accidental injury to sound natural teeth when care provided by GHP. Member pays lab charges.

No restrictions.

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



HMO MINNESOTA

MED CENTER HEALTH PLAN

NICOLLET EITEL HEALTH PLAN

PHYSICIANS HEALTH PLAN

SHARE HEALTH PLAN

100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	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% covered 100% covered 100% covered while coverage is in force.	100% covered 100% covered 100% covered while coverage is in force.	100% covered 100% covered 100% covered while coverage is in force.	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 HMOM physician.	100% coverage for physical examinations (except for employment or insurance) and well baby care, immunizations, and allergy testing and treatment.	100% coverage for routine physicals (except for employment or insurance), eye and hearing exams, immunizations, allergy injections and well baby care.	100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.	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.
Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.	Member pays \$15 a visit, waived if admitted for same condition within 24 hours.	Member pays \$15 a visit, waived if admitted within 24 hours of visit.	Member pays \$15 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.	Member pays first \$10 at SHARE facility. At non-SHARE facility, SHARE pays 80% of first \$1000, 100% thereafter. \$10 waived if admitted within 24 hours.
Member pays \$2 per prescription at HMOM participating pharmacies.	Member pays up to \$2.50 a prescription for 30 day supply (90 days for birth control pills) or 100 units whichever is greater, or up to 1000 units of insulin.	Member pays up to \$2.50 a prescription or refill for a 34 day supply when prescribed by plan physician (3 month supply of birth control pills). Benefit applies out of area.	Member pays up to \$3.50 a prescription or refill for up to 34 day supply, or 90 day supply of approved maintenance drugs. Birth control pills: 3 month supply.	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.
Discount for glasses, (if medically necessary) at HMOM participating prescription centers.	\$50 credit on eye glasses obtained at Benson's Opticians. Children to age 14 may receive a set of eyeglasses free from the Benson's "Kidscene" selection.	\$50 credit through Benson's, Target, or Dayton's toward eye glasses or contacts (every two years) provided there is a prescription change.	Discounts for eye glasses are available through participating optical centers.	Available at a substantial discount through SHARE.
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.	80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.  Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.	Member pays \$20 a day, maximum 30 days per confinement.  Individual therapy: member pays \$10 a visit, maximum 50 visits a year. Family therapy: member pays \$15 a year. Group therapy: member pays \$5 a session, maximum 50 visits a year.	Member requires member be evaluated in advance by PHP mental health designee (unless an emergency) before beginning or continuing in- or out-patient treatment for mental health. Plan provides 80% of necessary in-patient hospital and medical expenses with a 73-day limit a calendar year. Member pays \$10 each out-patient visit, up to 30 visits a calendar year.	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.  Member pays \$5 a visit, up to 20 visits a calendar year for out-patient evaluation and crisis intervention care.
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.	80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.  Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.	Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.  Member pays \$100 a treatment program.	Same coverage as above.	Member pays \$15 a day up to 73 days a year for detoxification and/or treatment.  Member pays \$5 a day, up to 20 visits a calendar year for drug addiction or alcohol treatment.
100% coverage for rental or purchase medical equipment when prescribed by a primary care HMOM physician.	80% coverage up to \$2,500, then 100% to \$250,000 for ambulance, private duty nursing, prosthetic devices and durable medical equipment; 100% coverage for blood. No coverage for chiropractor unless referred by plan physicians. No coverage for custodial care.	80% coverage up to \$1,500 then 100% up to \$250,000 for durable medical equipment, ambulance, prosthetic devices. 100% coverage for blood.	80% coverage for ambulance, private duty nursing, specific prosthetic devices and durable medical equipment, 100% coverage for blood.	Supplemental benefits covered at 80%. Services include private duty nursing, oxygen, and medical supplies.
100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.	100% coverage if referred by MCHP physician; no other coverage except 80% coverage of first \$2,500, then 100% coverage up to \$250,000 for emergency treatment.	Acute emergency service in area and medically necessary care out of area covered at 80% up to \$1,500, then 100% up to \$250,000. 100% coverage if referred by Plan physician.	100% coverage for referrals if approved in advance by PHP. 80% of first \$2,500 then 100% up to \$125,000 a member for emergency treatment each calendar year.	SHARE pays 80% of first \$1,000 in charges, 100% thereafter.
No coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care HMOM physician.	80% coverage for treatment due to accident if treated within six months of accident. No other coverage even if hospitalized.	80% coverage to restore sound teeth as result of accident which occurs while plan member. No coverage for dental hospitalization unless medically necessary.	80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident. Hospital benefits may be provided when admission is necessary due to a concurrent medical hazard and authorized in advance.	Preventive dental care for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.
100% coverage with exception of non reconstructive congenital anomalies in children over 16.	No restrictions.	No restrictions.	No restrictions except for congenital anomalies that have been diagnosed or for which the member received treatment or was aware of prior to enrollment in PHP.	No restrictions.
Individual comprehensive, major medical conversion contract through Blue Cross/Blue Shield of Minnesota.	Conversion plan available through Northwestern National Life Ins. Co.	Four insurance conversion options available through Northwestern National Life Ins. Co.	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 may select one of the Mutual of Omaha conversion plans.	Available through SHARE at same level of benefits for persons residing in metropolitan area. Scheduled benefit program available for non-residents.

DENTAL PLANS

DELTA DENTAL PLAN OF MINNESOTA

Coverage A  
Regular Diagnostic & Preventive Services

Reimbursed at 80% of charge when service is performed by a participating dentist.

Coverage B  
Regular & Restorative Services

Reimbursed at 80% of charge when performed by a participating dentist.

Coverage C  
Prosthetics

Reimbursed at 50% of charge when service is performed by a participating dentist.

Coverage D  
Orthodontics

Reimbursed at 80% of charge when service is performed by a participating dentist. Coverage limited to eligible dependent children ages 8 through 18.

**Miscellaneous**  
Benefits payable on coverage B and coverage C are subject to a combined \$25 deductible per coverage year. (July to July) \$1000 maximum benefit per coverage year (July to July) payable on each covered person.

GROUP HEALTH PLAN, INC.

Coverage A  
Regular Diagnostic & Preventive Services

100% coverage through GHP dental facilities.

Coverage B  
Regular & Restorative Services

80% coverage through GHP dental facilities.

Coverage C  
Prosthetics

50% coverage through GHP dental facilities.

Coverage D  
Orthodontics

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

\$1,000 annual maximum benefit on orthodontics.

Miscellaneous

Enrollment in this program is available only to those employees choosing GHP medical-hospital coverage.

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



BLUE CROSS AND BLUE SHIELD OF MINNESOTA

HOSPITAL SERVICES	
GENERAL ADMISSIONS	Full coverage in semi-private room for 365 days.  *Note exceptions
NERVOUS, MENTAL AND TB*	Full coverage in semi-private room for 70 days.
CHEMICAL DEPENDENCY*	Full coverage in semi-private room for 73 days.
MATERNITY	Full coverage in semi-private room provided contract is in force at date of delivery.
OUT-PATIENT EMERGENCIES	Full coverage for first visit for eligible medical emergency; accident care within 72 hours of accident; and minor surgery.
PHYSICIANS' SERVICES	
SURGERY	Benefit determined by schedule with remaining charge reimbursed at 80% of the usual, customary and reasonable fee.
ANESTHESIOLOGY	20% of scheduled surgical allowance with the remaining expense reimbursed at 80% of the usual, customary and reasonable fee.
HOSPITAL VISITS	\$15 for first day.  \$5 a day for next 364 days.  Necessary consultation fees under Major Medical.
MENTAL HEALTH	80% of first \$750  Remainder covered under Major Medical.
X-RAY AND LABORATORY	Up to \$100 a year.  Remainder under Major Medical.
OBSTETRICS	Full coverage of the usual, customary and reasonable fee provided contract is in force at date of delivery.
OFFICE CALLS	80% paid under Major Medical when incurred for diagnosis or treatment of illness or injury.  See Major Medical description.
MISCELLANEOUS	
PRESCRIPTIONS	80% paid under Major Medical.  See Major Medical description.
MAJOR MEDICAL	\$100.00 calendar year deductible per person.  80% reimbursement on expense exceeding the deductible.  \$500,000 maximum.

Central Minnesota Group Health Plan  
Phone 253-5220

CLINIC
GHCMP MEDICAL CENTER 1411 St. Germain St., St. Cloud, MN
HOSPITAL
ST. CLOUD HOSPITAL 1406 N. 6th, St. Cloud, MN
Coordinated Health Care, Inc. Phone 221-2091
CLINICS
CHC ST. PAUL CLINIC 258 University Ave., St. Paul, MN
WEST MEDICAL CLINIC Time Medical Bldg., St. Paul, MN
ST. CROIX VALLEY CLINIC 921 S. Greeley, Stillwater, MN
EAGAN CLINIC Eagan, MN. — Near Cedarvale Shopping Ctr.
WESTVIEW MEDICAL CLINIC 955 Hwy. 55, Hastings, MN
MAPLEWOOD CLINIC 1774 Cope Ave., Maplewood, MN
HOSPITALS
ST. PAUL RAMSEY MEDICAL CTR. — St. Paul LAKEVIEW MEMORIAL HOSPITAL — Stillwater REGINA MEMORIAL HOSPITAL — Hastings
Group Health Association of Northeastern Minnesota Phone 218-749-5890
CLINICS
ADAMS CLINIC Hibbing & Chisholm, MN
COMMUNITY HEALTH CENTER Two Harbors, MN
EAST RANGE CLINIC Virginia-Aurora, MN
LENONT PETERSON CLINIC Virginia, MN
HOSPITALS
HIBBING GENERAL HOSPITAL Hibbing, MN
LAKEVIEW MEMORIAL HOSPITAL Two Harbors, MN
VIRGINIA REGIONAL MEDICAL CENTER Virginia, MN
Group Health Plan, Inc. Phone 641-3100
* GROUP HEALTH COMO MEDICAL CENTER 2500 Como Ave. (at Hwy 280), St. Paul, MN
GROUP HEALTH WEST MEDICAL CENTER 1533 Utica Ave. So. (at Hwys 12 & 100) St. Louis Park, MN
* GROUP HEALTH BLOOMINGTON MEDICAL CENTER 86th St. & Nicollet Ave., Bloomington, MN
GROUP HEALTH MAPLEWOOD MEDICAL CENTER 2165 White Bear Ave., Maplewood, MN
GROUP HEALTH BROOKLYN CENTER MEDICAL CENTER 6845 Lee Ave. No., Brooklyn Center, MN
* GROUP HEALTH RIVERSIDE MEDICAL CENTER 606 24th Ave. So., Minneapolis, MN
* GROUP HEALTH SAINT PAUL MEDICAL CENTER Wabasha & Plato, St. Paul, MN

GROUP HEALTH BURNSVILLE MEDICAL CENTER 200 Nicollet Blvd. E., Burnsville, MN
* GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER 81st & Center Av. NE, Spring Lake Park, MN
PLYMOUTH MEDICAL CENTER Four Seasons Shopping Center 4204 Lancaster Lane Plymouth, MN
LENONT-PETERSON CLINIC 830 9th Street No., Virginia, MN
COMMUNITY HEALTH CENTER 4th St. at 11th Ave., Two Harbors, MN
* DENTAL LOCATIONS
HOSPITALS
FAIRVIEW HOSPITAL/ST. MARY'S 2312 S. 6th St, Minneapolis, MN
BETHESDA LUTHERAN MEDICAL CENTER 559 Capitol Blvd., St. Paul, MN
CHILDRENS HOSPITAL ST. PAUL 345 Smith, St. Paul, MN
HMO Minnesota (HMOM)
HMOM provides medical services through 1900 primary and specialty care physicians throughout the state. Hospital care is available at any licensed hospital (this includes emergency conditions and physicians referrals). Prescription drugs are available at over 400 participating pharmacies. An HMO Minnesota physicians, hospital and pharmacy listing is available from your state personnel officer or the U of M employees benefits department. For more information, call 612-456-8485 or 218-722-4685.
Med Center Health Plan Phone 927-3263
CLINICS
ST. LOUIS PARK MEDICAL CENTER 5000 West 39th St., St. Louis Park 55416
PLYMOUTH SATELLITE 3007 Harbor Lane, Plymouth 55441
RIDGEDALE SATELLITE 12700 Highway 12, Minnetonka 55343
MINNETONKA SATELLITE 18001 Highway 7, Minnetonka 55343
HOPKINS SATELLITE 47 Ninth Av. So., Hopkins 55343
BLOOMINGTON SATELLITE 4200 West Old Shakopee Rd., Bloomington 55420
MMC SATELLITE Suite 206, Metropolitan Medical Office Bldg., 825 South 8th St., Minneapolis 55404
COON RAPIDS CLINIC 9920 N.W. Zilla, Coon Rapids 55433
CHAMPLIN MEDICAL CENTER 11269 Hwy. 52, Champlin 55316
ST. MICHAEL AREA MEDICAL CENTER St. Michael 55376
RAMSEY MEDICAL CENTER 5300 153rd Av., Ramsey 55303
WHITE BEAR FAMILY PRACTICE CLINIC, P.A. 3320 Bellaire Av., White Bear Lake 55110
MAPLEWOOD FAMILY PRACTICE GROUP 1814 North St. Paul Rd., Maplewood 55109
SCENIC HILLS CLINIC 261 No. Ruth Street, St. Paul 55119
GORMAN CLINIC 234 E. Wentworth Av., West St. Paul 55118
NORTH ST. PAUL MEDICAL CENTER 2579 East Seventh Av., North St. Paul 55109
MARYLAND CLINIC 911 E. Maryland Av., St. Paul 55106
EASTSIDE MEDICAL CENTER 891 White Bear Av., St. Paul 55106

ARCADE CLINIC 651 Arcade, St. Paul 55106
FAMILY PRACTITIONERS, P.A. 7460 So. 80th St., Cottage Grove 55016
WOODBURY FAMILY MEDICAL CENTER 1783 Woodland Dr., Woodbury 55119
NORTH SUBURBAN FAMILY PHYSICIANS 404 W. Hwy. 96, Shoreview 55112
SHAKOPEE MEDICAL CENTER 1335 East 10th Avenue, Shakopee 55379
PRIOR LAKE HEALTH CENTER 15950 Franklin Tr. S.E., Prior Lake 55372
HOSPITALS
MERCY MEDICAL CENTER 4050 Coon Rapids Blvd., Coon Rapids, MN
ST. JOHN'S HOSPITAL 403 Maria Av., St. Paul, MN
ST. FRANCIS HOSPITAL 325 W. 5th, Shakopee, MN
METHODIST HOSPITAL 6500 Exc. Blvd., St. Louis Park, MN
Nicollet/Eitel Health Plan Phone 888-3350
CLINICS
BLOOMINGTON NICOLLET CLINIC 7901 Xerxes Ave.S. Bloomington, Minnesota
BURNSVILLE NICOLLET CLINIC 200 East Nicollet Blvd. Burnsville, Minnesota
MINNEAPOLIS NICOLLET CLINIC Franklin & Blaisdell Avenues Minneapolis, Minnesota
WAYZATA NICOLLET CLINIC 201 East Lake Street Wayzata, Minnesota
HOSPITALS
EITEL HOSPITAL Minneapolis, MN
FAIRVIEW-SOUTHDALE HOSPITAL Edina, MN
CHILDREN'S HEALTH CENTER Minneapolis, MN
PHYSICIANS HEALTH PLAN (PHP)
PHP provides services through more than 1900 physicians and offices located throughout a 12 county service area. Medically necessary hospital treatment is available at 26 participating hospitals and prescription drugs are available at over 300 pharmacies. A list of PHP providers and services may be obtained through your state personnel officer or the University of Minnesota employee benefits department. For additional details, call PHP at 340-7800.
Share Health Plan Phone 854-2377
CLINICS
BROOKLYN PARK MEDICAL CENTER 5805 74th Av.N., Brooklyn Park, MN
COLUMBIA PARK CLINIC 3620 Central Av. NE, Columbia Park, MN
ST. PAUL MEDICAL CENTER 555 Simpson St., St. Paul, MN
STADIUM SQUARE MEDICAL CENTER 7920 Cedar Av.S., Bloomington, MN
HOSPITALS
UNITY HOSPITAL 550 Osborne Rd., Fridley, MN
MIDWAY HOSPITAL 1700 University Ave., St. Paul, MN
CHILDRENS HOSPITAL 345 Smith, St. Paul, MN
FAIRVIEW-SOUTHDALE HOSPITAL 6401 France Av.S., Edina, MN



# 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 \$10,000. Employees who have \$10,000 additional life or who bring their total amount of additional life insurance up to \$10,000, may also apply for up to six additional units of \$5,000 each. Those employees with \$40,000 additional life may apply for up to three additional units of \$20,000 each. The total additional employee life insurance available is \$100,000.

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 60 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until date of death.

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 50% of the coverage carried by the employee.
3. **Dependents life insurance** of \$2,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$2,000). Prior to age 70, an additional amount of \$2,000 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	\$2,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$2,000 Dependent Life
Under 30	\$.06	\$.22	45 — 49	\$.18	\$.46
30 — 34	.10	.30	50 — 54	.35	.80
35 — 39	.10	.30	55 — 59	.50	1.08
40 — 44	.18	.46	60 — 64	.85	1.80
			65 — 69	1.56	3.22

## ST. PAUL LIFE INSURANCE COMPANY

ACCIDENT AND SICKNESS INDEMNITY (1st day accident — 8th day sickness — 26 weeks)

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
\$140	\$1.32	\$ 500	\$4.72
170	1.61	600	5.67
200	1.88	700	6.61
250	2.36	800	7.55
300	2.84	900	8.49
400	3.78	1000	9.45

### LONG TERM SALARY CONTINUANCE DISABILITY

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage — \$ .59 per 2-week pay period.

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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.

MEMORANDUM  
OF  
UNDERSTANDING  
Insurance Provisions

Section 1. Insurance. Both the State of Minnesota and the Minnesota Nurses Association agree to implement the provisions of the attached Insurance Article, which document represents the agreed upon Insurance Article for the 1981-1983 Collective Bargaining Agreement. The terms of said article shall be effective on October 7, 1981, the commencement of the new insurance program year.

Section 2. Insurance Payment. The parties agree that notwithstanding the provisions of Section 4, Insurance Payment, of the attached Insurance Article employees must be enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 21, 1981 in order to receive the first \$50.00 insurance payment, and that such payment shall be made in November, 1981.

Section 3. Open Enrollment. The parties agree that notwithstanding the provisions of Section 11, Open Enrollment, of the attached Insurance Article the 1981 open enrollment period shall be the period of September 21, 1981 through October 21, 1981, and that changes in coverages shall become effective October 21, 1981.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
For Minnesota Nurses Association

Date this \_\_\_\_\_ day of \_\_\_\_\_, 1981

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA NURSES ASSOCIATION

This Memorandum of Understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1981 by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota Nurses Association, hereinafter referred to as the ASSOCIATION:

HOLIDAYS

The provisions of the Master Agreement are supplemented as follows:

Nurses employed in the Department of Public Welfare who observe Columbus Day (Monday, October 12, 1981) as a holiday thus conforming to the 1979-1981 Agreement between the State of Minnesota (Department of Public Welfare) and the Minnesota Nurses Association which Agreement is still in effect shall not be eligible for a holiday on November 27, 1981 (the day after Thanksgiving) provided in the 1981-1982 Agreement (Article 6, Section 2) between the State of Minnesota and the Minnesota Nurses Association.

All nurses who observed their birthday as a paid holiday between July 1, 1981, and date of implementation of this Agreement, inclusive shall not be eligible to receive a floating holiday during the first fiscal year of the Agreement.

In witness whereof, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 1981.

For the Association

For the Employer

\_\_\_\_\_

\_\_\_\_\_





LCER 5/4/82

Unit 10

MEMORANDUM OF UNDERSTANDING  
Between  
STATE OF MINNESOTA/  
MINNESOTA STATE BOARD FOR  
COMMUNITY COLLEGES  
and  
MINNESOTA COMMUNITY COLLEGE  
FACULTY ASSOCIATION

This Memorandum of Understanding is made and entered into this 20th day of April, 1982 by and between the State of Minnesota/Minnesota State Board for Community Colleges, and the Minnesota Community College Faculty Association, to supplement the 1981-83 Employment Contract between the parties as follows:

1. The sixty (60) day eligibility period provided for early retirement insurance benefits under Chapter 522, Laws of 1982 is hereby extended from May 21, 1982 to the end of the spring quarter of the 1981-82 academic year for the college from which the employee retires.
2. For employees who retire pursuant to the early retirement insurance provisions of Chapter 522, Laws 1982, Article XVIII, Section 6, of the 1981-83 Agreement is supplemented by an additional open enrollment period beginning March 23, 1982 through the end of the 1981-82 academic year. As a result of the additional open enrollment period, those who qualify for early retirement benefits under Chapter 522, Laws 1982, shall have any changes in insurance carriers become effective the first day of the first full payroll period following retirement or for those who already retired during the eligibility period beginning March 23, 1982 such insurance carrier changes shall become effective on the first day of the next two week period which corresponds to a State employee pay period.

FOR THE MCCFA

James M. Durham

Date: 4.20.82

FOR THE STATE OF MINNESOTA

Philip C. Deland

Chancellor, MN State Community  
College System

Date: 4-28-82

James W. Gissner

Deputy Commissioner,  
Labor Relations Bureau

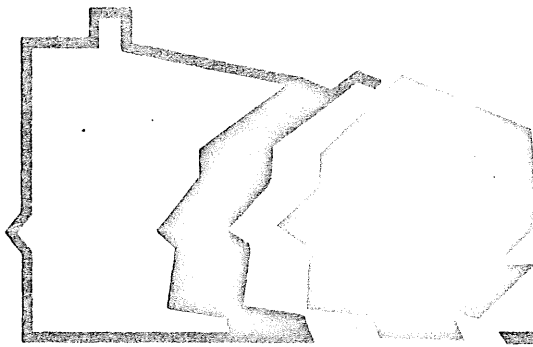
Date: 4/28/82

Barbara L. Sundquist

Commissioner  
Department of Employee Relations

Date: 4-28-82

State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

UNIT 10 (COMMUNITY COLLEGE INSTRUCTIONAL UNIT)

I. Economic Costs

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	54,382,024	8,376,529
FICA & Retirement	8,225,608	1,243,722
Insurance	<u>2,942,814</u>	<u>711,522</u>
Total	\$65,550,446	\$10,331,773

II. Exclusive Representative: Minnesota Community College Faculty Association.

III. Bargaining Unit Composition: Unclassified Instructors, Librarians, and Counselors in Minnesota Community College System

*Approx. 1,300 employees*

SUMMARY OF PROPOSED AGREEMENT WITH COMMUNITY COLLEGE FACULTY

*Salary + fringe benefit incr.*

FY 1982: 10.3%

FY 1983: 10.0%

I. Salaries

- F.Y. '82: 9.0% schedule adjustment 7/1/81
- F.Y. '83: 9.0% schedule adjustment 7/1/82
- Maintained existing step increment and lane change systems each year.

II. Fringe Benefits

- Continue current Health Insurance benefits; increase major medical from \$250,000 to \$500,000.
- Raise deductible from \$50 to \$100.
- Flat rate Employer Contribution:
  - F.Y. '82: Contribute up to total Blue Cross/Blue Shield rates for employee coverage.
  - Contribute up to total Blue Cross/Blue Shield rates for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Blue Cross/Blue Shield employee and dependent coverage.
- Eliminate Health Testing
- Continue current Dental Insurance Benefits.
- Flat rate Employer contribution
  - F.Y. '82: Contribute up to total Delta Dental rate for employee coverage.
  - Contribute up to one-half Delta Dental rate for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Delta Dental employee coverage.
  - Contribute up to 50% of the cost of Delta Dental dependent coverage.
- Eliminate \$500 Death Benefit
- Increase Life Insurance to \$40,000 for employees earning over \$30,000.



EMPLOYMENT CONTRACT

1981 - 83

Between

STATE OF MINNESOTA/  
MINNESOTA STATE BOARD FOR  
COMMUNITY COLLEGES

and

MINNESOTA COMMUNITY COLLEGE  
FACULTY ASSOCIATION

EMPLOYMENT CONTRACT  
Between  
STATE OF MINNESOTA/MINNESOTA STATE BOARD FOR COMMUNITY COLLEGES  
and  
MINNESOTA COMMUNITY COLLEGE FACULTY ASSOCIATION

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PREAMBLE

This Contract is made and entered into this 16th day of November, 1981, by and between the State of Minnesota/Minnesota State Board for Community Colleges, hereinafter called the Employer, and the Minnesota Community College Faculty Association, hereinafter called the Association, and has as its purpose the promotion of effective and harmonious relations between the Employer and the Association; the furtherance of quality education by maintaining a high standard of academic excellence and efficient governmental services; the establishment of an equitable and peaceful procedure for the resolution of complaints and grievances without interruption of work and interference with the efficient operation of the colleges; to maintain and increase quality of services; and the establishment of a formal understanding relative to all conditions of employment.

## ARTICLE I

RECOGNITION

The Employer recognizes the Association as the exclusive bargaining representative for all instructors, counselors, and librarians who work more than 14 hours per week or more than 35% of a normal work week and more than 100 work days per calendar year; excluding presidents, vice presidents, assistants to presidents, administrative assistants, deans, assistant deans, associate deans, directors, assistant directors, and all classified personnel. In accordance with the Bureau of Mediation Services Case No. 80-PR-1300A, the term "employee," when used hereinafter in the Contract shall refer to all employees of the designated bargaining unit, and reference shall include both male and female employees.

The Employer will not during the life of this Contract meet and negotiate or meet and confer relative to terms and conditions of employment with any employee or group of employees who are covered by this Contract except through the exclusive bargaining representative.

If titles or positions are created during the life of this Contract that are not listed above, the parties will meet and attempt to agree on the inclusion or exclusion of the new title or position. If the parties cannot agree, the question will be submitted to the Director of the Bureau of Mediation Services for a determination of the inclusion or exclusion of such title.

## ARTICLE II

STRIKES AND LOCK-OUTS

Section 1. Lock-Outs. No lock-out of employees shall be instituted by the Employer during the term of this Contract.

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Section 2. No Strikes. The Association agrees that it will not promote or support any strike as defined in Minnesota Statutes 179.63, Subdivision 12, except as provided in Minnesota Statutes 179.64, Subdivision 1. Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

### ARTICLE III

#### ASSOCIATION DEDUCTIONS

Section 1. Dues Check-Off. The Employer agrees to cooperate with the Department of Finance and the Association in facilitating the deduction of membership dues established by the Association from the salary of each employee who has authorized such deduction in writing. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Association office no later than 15 days following the end of each payroll period.

Section 2. Fair Share Check-Off. In accordance with Minnesota Statute 179.65 the Association may request the Employer to check-off a fair share fee for each member of the unit who is not a member of the Association.

Section 3. Indemnity. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by an employee as a result of any action taken or not taken in accordance with the provisions of this Article.

### ARTICLE IV

#### NON-DISCRIMINATION

Section 1. Equal Application. The provisions of this contract shall be applied equally to all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, or sex unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference, or any other class or group distinction.

Section 2. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex unless sex is a bona fide occupational qualification, marital status,

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political affiliation, sexual preference, or any other class or group distinction. The Employer will not interfere with the rights of employees to become or not to become members of the Association; and there shall be no discrimination or interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Association membership, non-membership, or any employee activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Contract.

Section 3. Association Responsibility. The Association accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex unless sex is a bona fide occupational qualification, marital status, political affiliation, sexual preference, or any other class or group distinction.

## ARTICLE V

### MANAGEMENT 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 colleges in all of their various aspects, including but not limited to, the educational policies of the colleges; the right to select, direct, and assign employees; to schedule working hours; to determine whether goods or 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 enforced in accordance with the provisions of the rules or regulations. Any term or condition of employment not specifically established by this Contract shall remain solely within the discretion of the Employer to modify, establish or eliminate.

## ARTICLE VI

### ASSOCIATION RIGHTS

Section 1. Communications. Copies of all communications distributed generally to employees by the Board office or a college shall be supplied to the Association at the same time. The Association shall designate its address for this purpose.

Section 2. Use of Facilities. The Association and its representatives shall have the right to use the college facilities for purposes of holding meetings and for carrying out the Association's business. Facilities for purposes of this section shall mean meeting space and equipment normally used by the faculty. If consumable supplies or classified or student help



of the college is used by the Association, such use requires prior approval and reimbursement to the college for costs involved with such use. Utilization of space by the Association requires advance request and utilization of facilities in general is dependent upon the availability for such use.

Section 3. Transaction of Business. Duly authorized representatives of the Association shall be permitted to transact official Association business on college premises at reasonable times, provided that this shall not unduly interfere with nor interrupt the operations of the college. The Association may use the college distribution service and employee mailboxes for communications to employees.

Section 4. Bulletin Boards. The Association shall have the right to post announcements and notices of its activities and concerns on employee bulletin boards. One bulletin board on each campus will be at a location mutually agreeable to the Local Association Chapter and the College President or designee.

Section 5. Association Local Committees. The Association shall establish from one to six committees. Membership on each committee shall not exceed six. The number of committees may be limited to three at the College President's request or to a lesser number with Local Association agreement. Committees will be assigned responsibility for one or more of the following topic areas: Personnel, Student Affairs, Curriculum, Facilities, Fiscal Matters, and General Matters. The exchange of views process is recognized as being a significant and necessary part of the local campus operation.

Each committee will have full authority in the assigned area to present the views of the employees in meetings with the College President or designee and a committee of not more than five additional administrators. Meetings shall be scheduled monthly during the academic year and may be held at additional times by mutual consent of the College President or designee and the Chairman of the Local Association Committee.

The agenda for each meeting shall be prepared and distributed by the College President or designee at least one week before the meeting, and shall contain all items submitted by the Chairman of the Association Committee and the College President or designee. Within two weeks after each meeting the College President or designee will announce to the employees agreements reached and/or actions taken as a result of discussions at the meeting. A written rationale of agreements reached and/or actions taken will accompany the announcement, or the College President shall state the rationale at the next exchange of views meeting.

Proposals in the areas of the college budget, faculty activities during scheduled duty days, new program proposals, proposals to eliminate programs, any reduction in unlimited employees, college organization, and changes in academic standards or credit offerings in existing programs will be considered at an exchange of views meeting. If agreement is not reached at that meeting, the proposal shall be reconsidered at the next exchange of views meeting before implementation by the Local Administration.

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Proposals initiated by the college administration to create or change existing policies and/or rules and regulations affecting employees will be submitted in writing to the Local Association for reaction before a final decision is made by the college administration. Sincere efforts shall be made to reach agreement. If the Local Association or the administration feels that sincere efforts to reach agreement or understanding have not been made in exchange of views, either party may request that the Chancellor or designee and a State Association representative attend the earliest possible exchange of views meeting at that campus and make recommendations within one week.

As an alternative to the above, a different system of Local Association involvement in campus governance may be agreed to between the Local Association and the College President. Such agreement shall not in any way regulate or control the right of selection or participation by the Local Association but shall be confined to the design of the structure and its operational mode. Any alternative system of Local Association involvement in campus governance must be approved by the State Association and the Chancellor.

Section 6. Association State Committee. The State Association shall establish a committee of no more than eight members to meet and confer with the Minnesota State Community College Board for discussion and mutual exchange of ideas regarding statewide matters which are considered significant by the State Association or the Employer. The Employer shall provide the facilities and set the time for such conferences to take place, and such conferences shall be held at least three times a year. Agenda will be prepared and distributed one week in advance by the Board President or designee and will include all items submitted by the State Association. The agenda shall also include all items submitted by the Board President.

Section 7. Access to Information. Upon request, the Employer or the employer's designees agree to provide the Association at state and local levels information available to it concerning the professional staffing and financial resources of the Minnesota Community Colleges, including routine reports, registry of professional personnel, tentative budgetary requirements and allocations, agendas and minutes of Board meetings, names and addresses and position on the salary schedule of all employees in the bargaining unit, and such other information requested by the Association in contract matters or in the processing of a grievance.

## ARTICLE VII

### REPRESENTATIVES

Section 1. Administration of Contract. The Employer agrees that the Association Grievance representative on each campus shall be provided the opportunity to investigate and process grievances and the Local Association President on each campus shall be provided the opportunity to confer with the College President or designees concerning the provisions and application of this contract. Meetings with the administration or arbitration hearings regarding the processing of grievances shall be during the normal work day

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whenever practicable and the Association Grievance Representative and Association Local President shall not lose wages due to their necessary participation.

Section 2. Certification of Campus Representatives. The names of the Local Association Chapter President and the Local Association Chapter Grievance Representative or alternate, who may serve if the regular Grievance Representative is not available, and other non-employee Association representatives who may represent the employees in the administration of this Contract shall be communicated to the Employer designees on the campus by means of a copy of a certification from the State Association to the Chancellor. The names of the Employer designees responsible for administering this Contract on the campus shall be communicated to the Local Association Chapter by means of a copy of a certification from the Chancellor to the State Association.

Section 3. Certification of State Representatives. The State Association President and other State Association representatives shall be certified in writing to the Employer by the State Association. The Employer designees responsible for administration of this Contract at the state level shall be certified to the State Association in writing by the Employer.

## ARTICLE VIII

### EMPLOYEE PROTECTION AND ASSISTANCE

Section 1. Assault. Employees shall report as soon as practicable, cases of assault suffered by them in connection with their employment to the appropriate dean or the College President, who shall comply with any reasonable request from the employee for information in the possession of the administration relating to the incident or the person(s) involved and shall act in appropriate ways as liaison between employee, the police, and the courts to protect the employee from further aggravation regarding the matter.

Section 2. Legal Counsel. If civil proceedings are brought against an employee for acts committed while acting within the scope of her/his employment, she/he shall be furnished legal counsel in accordance with Minnesota Statutes.

## ARTICLE IX

### WORK YEAR AND WORK WEEK

Section 1. Academic Calendar. A committee on each campus composed of the College President, the Local Association President, and the Local Student Government President, shall establish the academic year calendar and summer school calendar. Where there is no Local Student Government President, the College President and the Local Association President shall agree on a student representative.

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In 1982, each calendar shall include 170 days, and start on September 7, September 13, or September 20. Unless changed in subsequent negotiations, the beginning dates for the 1983-84 academic year will be September 6, September 12, or September 19.

Each calendar shall end no later than the 273rd calendar day following its starting date. Each calendar shall have a minimum of 165 class and test days. Deviations from the normal three quarter calendar format must have the approval of the State Faculty Association and the Chancellor.

There shall be no classes on holidays or on the two days when the State Association meets.

The college President may cancel classes one day each academic year for each assigned field in the college to allow the employees on the same assigned field to participate in common staff development activities.

Section 2. Summer Session. Each summer session shall be 28 consecutive work days in length and shall be composed of 27 class and test days and one duty day, unless the period includes July 4th in which case the number of days shall be 27. Two summer sessions shall be considered the equivalent of one academic year quarter. The college administration after consultation with the employees in each assigned field shall determine course offerings for each summer session. In each assigned field in which courses are offered the opportunity to teach shall be offered in the following order:

- (1) Unlimited employees on a rotation basis, by assigned field, with those with the most continuous service in each assigned field receiving first chance, except where employees have already established a rotation basis for each assigned field.
  - (a) If an instructor is offered an opportunity to teach one or more courses on a go/no-go basis, each such instructor, beginning with the one at the top of the rotation, shall be given the opportunity to choose from among the courses or sections of courses scheduled in her/his assigned field for that summer session.
  - (b) If an instructor chooses and is assigned a specific course or section of a course on a go/no-go basis which depends on enrollment, the opportunity to teach that session applies only to that offer.
  - (c) An employee who rejects an offer to teach one or more classes in a summer session shall not receive another offer to teach a summer session class until the employee comes up again in the rotation. However, if the offer to teach in the summer session is for a class offered on a go/no-go basis, which will depend on enrollment, then the employee may refuse that offer without dropping to the bottom of the rotation list. An instructor's position in the rotation shall not be altered because of the failure of a go/no-go offering to go.

- (2) Other applicants, except that no assignments of other applicants shall be made if currently employed qualified "unlimited" employees have indicated their willingness to accept the assignment.

### Section 3. Extra Weeks.

- A. Counselors who accept extra weeks assignments in counseling beyond their academic year assignment shall have their work load for such extra weeks determined in the same manner as for the academic year.
- B. Librarians who accept extra weeks assignments to perform normal library services beyond their academic year assignment shall have their work load for such extra weeks determined in the same manner as for the academic year.
- C. Any employee employed for extra weeks to perform services other than counseling for counselors, teaching for instructors, and library service for librarians shall be scheduled for 35 hours during such extra weeks assignments.
- D. Extra weeks employment shall be paid for at the rate of 5/170 of the employee's scheduled salary for that fiscal year for each full week worked.
- E. No assignment of extra weeks shall be made to other than unlimited employees if currently employed qualified unlimited employees are available and willing to accept the assignment.

However, if a temporary employee holds a position during the year which is so specific as to require continuance during the extra weeks period, such employee shall be allowed to have the extra weeks assigned.

## ARTICLE X

### WORK ASSIGNMENTS

Section 1. Load. It is recognized that employees normally average 40 or more hours per week in carrying out their professional responsibilities. Such responsibilities may include professional preparation, student evaluations, committee work, community services, maintenance of professional expertise, and participation in similar professional activities. It is also recognized that many of these hours will be planned by the employee and that some of these hours may be spent off campus.

Assignments by the Employer will be made within the following limits:

#### A. Instructors

	<u>Per Quarter</u>	<u>Per Year</u>
<u>Credits</u> (assigned to courses or equated credits)	16	45

An individual instructor may be assigned as many as 18 credits in a given quarter if this assignment is necessary to provide the course offerings within a specific program or department. The total credits for the year shall not exceed 45. In any case, where a variation is implemented the college administration shall provide in writing to the instructor the reasons why this assignment is necessary and reasonable.

	<u>Per Quarter</u>	<u>Per Year</u>
<u>Contact Hours</u>	20	60
<u>Preparation</u>	When possible, without disrupting the normal class offerings a maximum of three separate class preparations may be assigned.	
<u>Office Hours</u>	Each instructor shall post and maintain one office hour or hour of student availability in some other campus location per week for each three credits she/he teaches to a maximum of fifteen credits. Additional office hours or student availability may be scheduled at the instructor's option.	

Class Size. The administration at each college shall establish through the exchange of views process, a regulation which sets a reasonable maximum class size for all instruction at the college.

Once the regulation is established, any change must be considered through the exchange of views process at least one quarter in advance, unless the annual staffing allocation would necessitate a change in which case such changes shall be considered as soon as they can be scheduled after the publication of the allocations.

Non-Credit Instruction. When non-credit instruction is assigned as part of an instructor's load up to a full-time load, one CEU shall count as 2/3 credit for the purpose of load computation.

Elapsed Time. The average daily elapsed time per week from the beginning of the first assignment to the end of the last assignment shall not exceed 6 hours exclusive of self-assigned office hours. An individual instructor may be assigned a schedule in which the average daily elapsed time per week is increased to a maximum of eight hours if this assignment is necessary to provide the course offerings within a specific program or department. An individual instructor must approve any increase in average daily elapsed time per week. In any case, where a variation is implemented the college administration shall provide in writing to the instructor the reasons why this assignment is necessary and reasonable.

Class Schedules. Class schedules for each instructor shall be developed in each college by the administration based on consultation with the employee. Such schedules shall be provided to the employee in writing and shall include an itemization of all equated credit assignments.

Vocational Certificate Program Instruction. Twenty-five hours of instruction are required for Vocational Certificate Programs. Therefore, instructors whose assignments are exclusively in such programs may have

25 hours of instruction assigned. Reasonable effort will be made to reduce that load to the standard for other instructors by combining sections where appropriate, by assigning vocational certificate instructors to non-vocational certificate programs where appropriate for part of their assignment, or by other appropriate means. Instructors who teach only vocational certificate program courses shall not be required to post and maintain office hours. Vocational Certificate Program instructors who also teach non-vocational certificate program courses shall be required to post and maintain office hours for the non-vocational certificate program courses, provided that the total of classroom and office hours shall not exceed 25.

Combined Classes. An assignment to teach two or more classes at the same time may be made only if requested by the instructor. If such an assignment is then made by the administration, the number of credits assigned to the instructor shall be the credits of the class with the greatest number of credits of those in this assignment plus one or one-half the total number of credits assigned for all the individual classes plus one, whichever is greater.

Intern Supervision. When instructors are assigned to supervise students who are working as interns, the instructor shall be assigned credit(s) quarterly as follows:

- (1) One credit for each four students or fraction thereof if the number of credits for the course(s) is less than 6.
- (2) One credit for each three students or fraction thereof if the number of credits for the course(s) is from 6 to 10.
- (3) One credit for each two students or fraction thereof if the number of credits for the course(s) is 11 or more.

Alternate Calendar for Instructors. The academic year calendar for an instructor may be different from the academic year calendar established for the college. The academic year for such an employee must conform to the number of days in the college calendar, and days may not be scheduled on the State Association meeting days. This change must be agreeable to the college administration, the employee, the Chancellor and the State Association.

- B. Librarians. Librarians, by assigned field, shall be responsible for the development and implementation of library/media services to support the mission and philosophy of each institution and to develop cooperatively with the administration, the goals and objectives for these services prior to the start of each academic year. Librarians on each campus among themselves shall develop their methods of implementation for the purpose of accomplishing these goals and objectives. Priority will be given to services necessary to fulfill the educational needs of students and instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources. Librarians on each campus among themselves, after consultation with the administration, shall develop and post their hours of availability.

When librarians perform teaching assignments their responsibilities shall be adjusted proportionately.

If librarians in a college are offered an average of four or more extra weeks during any fiscal year, by mutual consent of an employee who is offered four or more extra weeks and the administration of the college, the work days of the academic year may be different than and cover a period longer than the academic year agreed upon for the college. However, the total number of days shall be 170.

- C. Counselors. Counselors, by assigned field, shall be responsible for the development and implementation of the counseling services to support the mission and philosophy of each institution and to develop cooperatively with the administration, the goals and objectives for these services prior to the start of each academic year. Counselors on each campus among themselves shall develop their methods of implementation for the purpose of accomplishing these goals and objectives. Priority will be given to services necessary to fulfill the educational needs of students and instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources. Counselors on each campus among themselves, after consultation with the administration, shall develop and post their hours of student availability.

When counselors perform teaching assignments their responsibilities shall be adjusted proportionately.

If counselors in a college are offered an average of four or more extra weeks during any fiscal year, by mutual consent of an employee who is offered four or more extra weeks and the administration of the college, the work days of the academic year may be different than and cover a period longer than the academic year agreed upon for the college. However, the total number of days shall be 170.

- D. Other Assignments. Instructors, librarians, and counselors who are assigned full time to perform duties other than teaching, counseling duties, or librarian duties, or who are assigned to instructional labs which require no special advance preparation or evaluation which cannot be completed during the lab periods shall be responsible for scheduling 35 hours per week for the purposes of carrying out the development and implementation of services to support the mission and philosophy of their assigned field or area of assignment and to develop cooperatively with the administration the goals and objectives for these services prior to the start of each academic year or the start of an assignment. These individuals, or groups as is appropriate on each campus shall develop, after consultation with the administration, their hours of work and methods of implementation for purposes of accomplishing the goals and objectives.

Priority will be given to services necessary to fulfill the educational needs of students and the instructional needs of faculty. It is recognized that the quality and quantity of these services will depend upon the availability of staff and other resources.



Employees may have split assignments, a portion in conformity with the "Other Assignments" clause and the balance under the Counselor, Librarian, or Instructor clauses of the contract.

- E. Departments and Department Coordinators. The President may establish through exchange of views at each college, departments as needed based upon a community of interest. The employees in each department may annually submit to the College President a list of at least two acceptable candidates for the position of Department Coordinator. The College President shall appoint the Department Coordinator from among the acceptable candidates, however, if none of these will voluntarily accept the appointment, or if no list is submitted, then the College President may select and appoint a Department Coordinator from the department for a one-year term.

Department coordinators shall coordinate the activities of the department and may responsibly direct other members of the bargaining unit in their department only but may not exercise other supervisory responsibilities as defined by M.S. 179.63, Subdivision 9.

The administration at each college shall establish, through the exchange of views process, the tasks and responsibilities which will be assigned to each department coordinator. After these tasks and responsibilities have been established, a reasonable credit equivalence shall be assigned to department coordinators for their coordination responsibilities. If there are ten or fewer F.T.E. faculty positions in the department, the credit equivalence shall be no less than three per quarter. If there are more than ten F.T.E. faculty positions in the department, at least one additional equated credit per quarter shall be assigned for each additional ten F.T.E. faculty positions or fraction thereof.

Normally the equated credits will be used in determining release time from other assignments. However, in cases where the release time cannot reasonably be granted without undue disruption of the responsibilities of the department, the administration may elect to pay for the equated credits as overload pay on a pro rata basis. Also, the administration may in such cases elect to assign part of the equated credits as release time and the rest as overload pay.

Department coordination overload pay may exceed the 1/5 overload limitation; but if it does, such department coordinator shall not be eligible for additional overload pay, extra weeks, or summer school.

- F. Occupational Program Coordinators. The College President may determine that an occupational program shall have a coordinator who shall responsibly direct other members of the bargaining unit in the program but not exercise other supervisory responsibilities as defined in M.S. 179.63, Subdivision 9. Such coordinator shall be selected and appointed by the President and be given a minimum credit equivalence of three credits per quarter.
- G. Independent Study Assignments. Independent study assignments shall be defined as the employee's supervision of a course, for a student, which has been approved by the college's regular course approval procedures, or shall be defined as the tutoring of a CBE (Competency Based Education) student.

At the employee's option, her/his quarterly load may include one independent study assignment of one student in one course of up to 5 credits or 5 CBE units. An employee who agrees to accept additional independent study or CBE assignments shall receive overload pay at the rate of 1/450 of her/his scheduled salary for each student credit or CBE unit.

- H. Student Activity Assignments. Student activity assignments to employees shall be given an equitable credit equivalence on each campus according to the following:

Uniform Assignments

Credit Equivalencies

A. Athletics

Football (Head)	10
Football (Asst.)	6
Wrestling (Head)	10
Wrestling (Asst. or J.V.)	6
Hockey	10
Baseball	6
Volleyball	10
Basketball	10
Basketball (Asst. or J.V.)	6
Softball	6
Cross Country	4
Golf	4
Tennis	5
Track	6

Athletic Coordinator: Credit equivalency allocation to be based on number of sports for which there is responsibility, as follows:

<u>Sport</u>	<u>Credit Equivalency</u>
Football	2.25
Cross Country	.75
Volleyball	2.25
Hockey	2.25
Wrestling	2.25
Basketball	2.25
Baseball	1.50
Softball	1.50
Track	.75
Golf	.75
Tennis	.75
General Responsibility	2.25

Athletic Coordinators may responsibly direct other members of the bargaining unit in their activity only, but may not exercise other supervisory responsibility as defined in M.S. 179.63, Subdivision 9.

ActivityCredit Equivalency

## B. Theatre

- |                     |  |
|---------------------|--|
| 1. major production | 8 credits per major production, to be divided as appropriate between director and technical director |
| 2. minor production | 3 credits per minor production, to be divided as appropriate between director and technical director |

## C. Music

- |   |  |
|---|--|
| 1. major group - a group which rehearses a minimum of 4 times per week, has a minimum membership of 45 persons, and has a minimum of one major performance per quarter.   | 5 credits per quarter                            |
| 2. intermediate group - a group which rehearses 2 or 3 times per week, has a membership of 45 or more persons, and has at least one major performance per quarter; or a group which rehearses 4 or 5 times per week, has a membership of 10-44 persons, and has at least one major performance per quarter. | 4 credits per quarter                            |
| 3. minor group - a group which rehearses a minimum of 2 times per week, has a minimum membership of 10 persons and has a minimum of one major performance per quarter.  | 3 credits per quarter                            |
| 4. specialty group - a group which does not meet the specifications of 1, 2, or 3 above.  | credits determined under Non-Uniform Assignments |

For music activities the credit equivalency of the instructor will not be affected by the extent to which students do or do not receive credit for participation.

### Non-Uniform Assignments

For a number of activities the assignment can vary greatly, depending on the extent of the program within the college. This program variation can and does exist between colleges of the same size as well as between colleges of different sizes. The development of these programs can be the result of any of a variety of factors -- community tradition, college desire, student interest, and director enthusiasm-interest-ability. The development, in many instances, has been long-term.

To establish a credit equivalency that is non-uniform would allow for the continuation of the programs developed as a result of these other factors. In some cases it would protect from the requirement of cutting well-established programs, and in others the expansion of programs where the situation did not warrant it.

The credit equivalency for all activities not stated in I of this agreement shall be as follows:

one credit for every 20 hours anticipated with students in any of the following: practice, rehearsal, performance, instruction, and activity supervision.

(This would include such activities as forensics, costuming, choreography, technical directing or stage managing of non-theatre activities, intramurals, drill-dance teams, cheerleading, literary magazine, newspaper, and others not listed).

Note: The assignment is actually to be made in credit equivalencies, and not as a total number of hours to be devoted to all aspects of the activity. The determination of anticipated contact hours is merely a method for arriving at the credit equivalency.

Variance from the listed number of equated credits may be requested through the following process:

After discussion at local meet and confer, variations of equated credits may be requested by the president provided that justification is included which clearly demonstrates the need or desirability for such variations. The requests and justification will be made in writing to the Chancellor.

Both the Chancellor and the State Association must agree to the variance prior to implementation. If such variation is approved, that fact and the reasons for it shall be posted on official bulletin boards.

The employee shall have responsibility for scheduling the activity in cooperation with the college administration. However, the actual contact hours of the activity will not be counted in the determination of the employee's classroom contact hour limitation, instead the annual classroom contact hours limitation for employees assigned activities will be reduced by the same proportion that the equated credits are of 45. The classroom contact hours reduction shall be applied in total to the quarter in which

the activity assignment occurs unless requested by the employee and agreed to by the administration. The administration will endeavor to schedule classes for employees having student activity assignments at such times that the combination of classes and activities will result in reasonable elapsed time.

- I. Duty Days. Duty day assignments shall be made in such a way that they do not exceed five hours of assigned time and six hours of elapsed time unless they are contiguous days; in which case these figures shall be used as averages. Duty day assignments shall be made according to these guidelines without consideration for assignments already made for class days.
- J. Reasonable Credit Equivalence. Any assignment given employees by the administration which is not otherwise within the load description of Article X shall be given a reasonable credit equivalence. The actual hours of assignment will not be counted in the determination of the employee's contact hour limitation. Instead, the annual classroom contact hours limitation for employees given assignments which are not within the load description will be reduced by the same proportion that the equated credits are of 45. The classroom contact hours reduction shall be applied in total to the quarter(s) in which the assignment(s) occur(s). The administration will endeavor to schedule classes for employees having assignments which are not within the load description at such times that the combination of classes and other assignments will result in reasonable elapsed time.
- K. Unique Assignments. If an employee is given an assignment that is not in compliance with the statements in this Contract, the assignment must be acceptable to the employee, the Chancellor and the State Association.
- L. Paraprofessional Supervision. Paraprofessionals in instructional, media, and student service programs will be under the supervision of an employee(s). The responsibilities of the paraprofessional will be assigned by the employee(s). Employees shall have the option to participate in the interview and selection of paraprofessionals to be added to the staff and assigned to them.

## ARTICLE XI

### WAGES

Evaluation of faculty for salary placement in accordance with this agreement will be conducted in the Community College System office, and all applicants who are offered employment shall at the time of the offer be so notified in writing.

Section 1. Step Placement. Step placement shall reflect the number of years of experience for which credit is given. Credit for full-time teaching experience shall be granted on a 1 for 1 basis according to the aggregate of experience. One year of credit on the salary schedule shall

be granted for each two years of relevant work experience (as determined by the Chancellor or designee). Credit for military experience shall be granted only in cases where the staff member leaves the college for military service and returns to the college after completion of the service and then shall be on a 1 for 1 basis. Initial placement shall not exceed Step 04 (05 in 1982-83), except in cases where a college takes over a program from another institution and also takes over the employees in the program, in which cases the Employer may allow placement above Step 04 (05 in 1982-83) providing the placement is not more than the next step above the employee's former salary.

At the time of "initial placement" as used in paragraph one of this section, an employee shall be given credit for all applicable experience in determining appropriate step placement not to exceed Step 04 (05 in 1982-83). However, new employees who have previously been employed by the Community College System shall be placed on the salary schedule as if their step movement had not been interrupted. Any continuous additional step movement after "initial placement" shall be earned only by counting subsequent experience in the Minnesota Community College System.

If a Temporary Employee is employed as a Probationary Employee, such employee shall be given credit for all appropriate experience if such employee is not placed above Step 04 (05 in 1982-83).

If a Temporary Employee who holds a step placement above Step 04 (05 in 1982-83) moves directly into a Probationary position, such employee shall retain the step placement held at the time of the transition.

If a Probationary employee at the time of hiring has a total experience which is in fractional years and if that employee is hired after the commencement of the fall quarter, the fractional year of experience may be combined with the experience in the System for purposes of step movement for the following academic year.

Step placement for any employee shall be determined and implemented at the beginning of any quarter or of the extra weeks which precede the quarter.

Full time appropriate employment for one academic year shall count as one year of experience and all time worked may be counted, but in no instance can more than one year of experience credit be earned in a fiscal year.

If a temporary employee has a break in service and then returns to service, such employee will be placed at the step appropriate at the time of the break.

Section 2. Column Placement. Column placement shall reflect the amount of preparation for which credit is given.

Column I. Bachelor's Degree with a major in the "assigned field" or for instructors of occupational courses, work experience necessary for certification in the State Plan for Vocational Education, or other employees with less than a Bachelor's Degree but with appropriate training and/or experience.

Column II. Master's Degree with a major or a majority of the credits in the "assigned field," or BA plus 70 graduate credits or equivalent semester credits with two thirds of the credits in the "assigned field" and an average grade of "B".

Column III. Seventy graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with two thirds of the graduate credits in the "assigned field" and an average grade of "B".

Column IV. Ninety graduate quarter credits or equivalent semester credits beyond the Bachelor's Degree, including the Master's Degree, with two thirds of the graduate credits in the "assigned field" and an average grade of "B", or a Doctor's Degree with a major in the "assigned field."

- A. Graduate Credits. Credits will be considered to be graduate level credits if such credits are granted by a recognized institution of higher education which grants graduate level degrees and courses are taken for graduate credit by the employee.

Professional school credits may count as graduate credits if they are in the "assigned field" of the employee.

Undergraduate credits if approved by the Chancellor or designee, prior to enrollment in the course, may be counted as "in assigned field" graduate credit.

- B. "Assigned Field" of Employees. The original "assigned field" of instructors, or counselors, or librarians shall be considered to be the field or fields for which the college president verifies an employee was hired.

The "assigned field" of an employee may be changed if the College President verifies that a change in assignment has been made which is intended to be continuous for at least more than one academic year.

If, after the College President verifies a change in the "assigned field" for an employee, the employee earns at least six (6) graduate credits "in assigned field" for the new assignment, such employee shall then be granted credit for all graduate credits previously earned in that field.

Column changes based on "in assigned field" assignment changes may occur only at the beginning of an academic year.

A change of the "assigned field" shall not result in a decrease in pay for an employee.

- C. Credits "In Assigned Field". Credits will be counted as "in assigned field" if:

1. The college department offering the course has the same name as the "assigned field" of the employee, or

2. The course title indicates that the course is intended for the employee's "assigned field", or
3. The course description states that the course is intended specifically for the "assigned field," or
4. The employee has received written approval from the Chancellor or designee prior to taking the course.
5. The courses taken are education courses specifically directed at the "assigned field."
6. The courses and credits are in compliance with the statements that (a) up to (9) quarter hour credits in education courses specifically directed at the community college, (3) quarter hours of credits in Psychology of Learning, and (3) quarter hours of credits in Measurement in the Classroom may count in the "assigned field," except that not more than a total of 9 such credits may count in "assigned field" for Column II, and not more than a total of 12 such credits may count in "assigned field" for Column III, and (b) all education credits specifically directed at Community Colleges for which enrollment occurred prior to July 1, 1975 shall count.

When the name of the "assigned field" of an employee is not the same as that of an academic department such as history, sociology, and etc., and is an "assigned field" which cuts across disciplinary lines, then the determination as to which credits will count as "in assigned field" for such an employee will be determined by the Chancellor or designee.

When the "assigned field" is in an occupational area which does not have sufficient credit courses available for column placement or movement the employee's column placement or movement shall be determined by the Chancellor or designee after a thorough study of the overall training and experience background of the employee.

When such an employee applies, the application for a column change shall be evaluated by the Chancellor or designee on the basis of additional training and/or experience gained after original placement, and if merited, a column change shall be granted. Such training and/or work experience in the "assigned field" undertaken after July 1, 1977 must be approved in advance by the Chancellor or designee in order to count toward such a column movement.

If the employee feels the ruling of the Chancellor or designee on the two preceding paragraphs is unreasonable, she/he may initiate a grievance at step 02.

- D. Column Placement and Change. Column placement for new employees shall be established and shall go into effect at the beginning of employment.

Column placement change for Unlimited Full-Time employees may be made at the start of the fall quarter or of extra weeks which precede the fall quarter.



Column placement change for Temporary Full or Part-Time employees may be made at the start of any quarter or of the extra weeks which precede the quarter.

- E. Column Change Documentation. Column placement change must be documented and established as follows:

Probationary and Unlimited Full-Time Employee

1. The employee must provide to the Chancellor or designee in the Board Office or on campus, either copies of official transcripts to document the column change or a written statement verifying that the requirements for a column change have been completed by August 31. This material shall be delivered by August 31 or sent by certified mail by August 31 prior to the academic year of the intended change.
2. When the documentation for a column change is provided and a column change is approved by the Chancellor or designee, the salary of the employee will be adjusted accordingly and such adjustment will apply retroactively to the start of the employee's assignment period attached to that academic year. No column change for Probationary and Unlimited Full Time employees may be implemented at any other time.

Temporary Full and Part-Time Employees

1. The employee must provide to the Chancellor or designee in the Board office or on campus, either copies of official transcripts to document a column change or a written statement verifying that requirements for a column change have been completed prior to the start of the quarter. This material shall be delivered before the start of such quarter or sent by certified mail prior to the start of such quarter.
2. When documentation for a column change is provided and a column change is approved by the Chancellor or designee, the salary of the employee will be adjusted accordingly and such adjustment will apply retroactively to the start of the employee's assignment for the quarter referred to in (1) above or the weeks attached to such quarter.

Section 3. Miscellaneous. Non-credit teaching, if not part of assigned load, shall be paid to employees on the same basis as to others with like assignments.

Miscellaneous duties paid for from the all-college fund shall be paid to employees on the same basis as to others with like assignments.

Employees shall be paid for assessment of competencies for credit as follows:

1981-83 - one to four credit assessment, \$20.00;  
\$5.00 per credit over four credits.

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An employee who teaches full time during a summer session shall be paid 28/170 of the employee's schedule salary for the previous academic year and shall be paid a pro-ration of that schedule salary for a part time assignment.

The total payment for non-credit teaching, summer school teaching, overload, and extra weeks shall not exceed 1/5 of the employee's schedule salary, except in cases where the conditions of an outside grant requires additional weeks, or except as specified in Article X, Section 1, E.

The 1/5 total for a given year refers to the academic year, the extra weeks assigned during the fiscal year in which the academic year occurs, and the summer session(s) following the academic year.

Temporary Part-Time instructors teaching more than 35% of a full quarter's load during an academic quarter or summer session(s) shall be paid a pro-ration of the appropriate position on the salary schedule for that academic year or the previous academic year in the case of summer sessions. Step movement shall be by aggregate of experience in the Minnesota Community College System. Contracts shall be quarter by quarter.

Section 4. 1981-82 Salary Schedule. The salary schedule for the 1981-82 academic year to be effective July 1, 1981, shall be as follows:

Step	I	II	III	IV
01	11,922	14,150	14,941	15,754
02	12,644	14,941	15,754	16,587
03	13,386	15,754	16,587	17,447
04	14,150	16,587	17,447	18,334
05	14,941	17,447	18,334	19,249
06	15,754	18,334	19,249	20,187
07	16,587	19,249	20,187	21,158
08	17,447	20,187	21,158	22,151
09	18,334	21,158	22,151	23,181
10	19,249	22,151	23,181	24,237
11	20,187	23,181	24,237	25,324
12	21,158	24,237	25,324	26,450
13	22,151	25,324	26,450	27,605

1982-83 Salary Schedule. The salary schedule for the 1982-83 academic year to be effective July 1, 1982, shall be as follows:

Step	I	II	III	IV
02	13,782	16,286	17,172	18,080
03	14,591	17,172	18,080	19,217
04	15,424	18,080	19,017	19,984
05	16,286	19,017	19,984	20,981
06	17,172	19,984	20,981	22,004
07	18,080	20,981	22,004	23,062
08	19,017	22,004	23,062	24,145
09	19,984	23,062	24,145	25,267
10	20,981	24,145	25,267	26,418
11	22,004	25,267	26,418	27,603
12	23,062	26,418	27,603	28,831
13	24,145	27,603	28,831	30,089

For 81-82 and again for 82-83, each employee not at the maximum step on the salary schedule, and who meets the requirements for step movement, will be moved to the next step.

Employee's positions on the salary schedule shall not be altered because of this contract except as provided for under the terms of this contract.

## ARTICLE XII

### LEAVES OF ABSENCE WITH PAY

Communicating Absence. Employees may on occasion be unavoidably absent. An employee who finds it necessary to be absent shall communicate with the community college official to whom the employee is responsible, as soon as possible. No absence authorized, or unauthorized, shall be recorded except in a manner conforming to the procedures described below.

Section 1. Sick Leave. Upon initial employment each full-time employee shall be credited with twenty (20) days of sick leave allowance. At the beginning of the third academic year of employment and each academic year thereafter, each full-time employee shall be credited with ten (10) days of sick leave allowance to be used for approved absences necessitated by reason of illness or injury, by necessity for dental or medical care, by exposure to contagious disease so that her/his attendance on duty may endanger the health of fellow employees or the public, or the illness of her/his spouse, minor children, or parent and spouse's parents living in the household of the employee for such periods as her/his attendance shall be necessary. Further, an employee shall be granted up to five (5) days, charged against sick leave, for the reason of establishing bonding with an adoptive or foster child. An employee who finds it necessary to be absent for any of these reasons shall communicate with the College President or designee as soon as possible and file a request in writing for approval of the use of sick leave for such absence. Unused sick leave may be accumulated to a maximum of 112 days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to her/his credit. In the event that an employee with an illness exhausts her/his current accumulated sick leave and has lapsed sick leave recorded to her/his credit, additional sick leave shall be granted by the President upon valid medical documentation, to the extent required by the employee's illness, but not to exceed the total amount of her/his lapsed sick leave.

One additional day of sick leave allowance shall be credited to each unlimited employee who is employed full-time for a summer session or for four or more extra weeks. If less than full-time, it shall be pro-rated.

Sick leave credited to an employee in advance is assumed to be earned at the rate of ten (10) days per academic year. If an employee resigns or is dismissed for cause and has used more sick leave than has been earned, such employee shall reimburse the employer for any such overpayment.

Section 2. Bereavement Leave. Upon application, an employee shall be granted up to five (5) days of approved as necessary for bereavement purposes.

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Bereavement leave of up to three (3) days shall not be deducted from sick leave in the event of death in the immediate family or of death of any individual who is named a beneficiary in the employee's TRA program. The term "immediate family" shall mean: spouse, parents, parents of spouse, guardian, children, grandchildren, brothers, sisters, grandparents, or wards of the employee or of the employee's spouse. Other approved bereavement leave shall be deducted from sick leave.

Section 3. Personal Leave. Upon application and approval, each full-time employee will be granted two days per academic year for use as personal leave. Personal leave may accumulate to eight days but use shall not exceed two days in any quarter unless an emergency arises in which case a third day may be used if approved by the College President.

Section 4. Legal Leave. Upon application, an employee shall be excused from work for jury service or in response to a subpoena or other direction by proper authority. Such employee shall be paid his regular pay less the fee he receives, exclusive of expenses, for serving jury call or witness, as required by the court.

Section 5. Sabbatical Leave. The purpose of sabbatical leaves is to give employees the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out their college assignments. Such leaves shall be granted if the following criteria are met:

- (1) The employee will have served on a full-time basis for six or more continuous academic years in the Community College System with an aggregate of 18 quarters of actual service without having been granted a sabbatical leave. Any quarter in which an employee has received 30 or more working days of unpaid leave shall not count as one of the 18 quarters, excluding the one quarter exception specified in Article XIII, Section 5. This total must be achieved prior to the commencement of the leave.
- (2) The employee has submitted a plan for the sabbatical leave which is designed to serve the purpose described above.
- (3) The College President has certified that a replacement can be found.
- (4) Funds to cover the cost of the sabbatical are available.
- (5) The number of sabbaticals approved for a college does not exceed five percent, rounded up to the next whole number, of the number of full-time equivalent employee positions allocated to the college for the academic year preceding the application, or one, whichever is greater.

If the number of applicants in a given college exceeds five percent of the number of full-time equivalent employee positions allocated to the college for the previous year, approval will be granted to those who have the greatest number of continuous years of full-time service based on the date of employment or the date of return after the last sabbatical, whichever is most recent.

If requested by a College President and agreed to by the Chancellor and the State Association, additional sabbaticals may be approved.

If there are no sabbaticals available, the applicants may, at their option, fill vacancies created by cancellations in their college in order of descending number of years of service. In case of ties, selection will be made by lot. Applicants must make a separate application each year that they wish to be considered for a sabbatical leave.

Sabbatical leaves may be granted for one, two, or three consecutive quarters in an academic year, with full base salary for one quarter, with two-thirds ( $\frac{2}{3}$ ) of base salary for two quarters or, with one-half ( $\frac{1}{2}$ ) of base salary for three quarters of an academic year.

Employees on sabbatical leave may accept scholarships, fellowships, grants, or employment during the sabbatical leave provided the scholarships, fellowships, or grants or employment provide experience which serves the purpose of the sabbatical leave.

Applications for sabbaticals shall be submitted to the Chancellor or designee in the Board Office or on the campus between December 1st - 15th in the academic year preceding the academic year during which the employee is planning to take the leave. The application must be delivered to the Chancellor or designee in the Board Office or on the campus by December 15 or mailed by certified mail not later than December 15 to be considered. Notification of approval or rejection will be provided by the Board no later than February 1.

In the event a sabbatical is granted and the employee wishes to refuse the sabbatical, the employee may make a written request to the College President stating this fact. The College President shall submit this request along with her/his recommendation and if the Board grants the request the employee shall forfeit eligibility for a sabbatical leave until such employee has served for four more continuous, full-time academic years in the Minnesota Community College System with an aggregate of 12 quarters of actual service as an Unlimited Full-Time employee unless the Board chooses to waive this requirement. The determination of whether or not the four year waiting period will apply shall be made at the time the refusal is approved. Any quarter interrupted by 30 or more working days of unpaid leave shall not count as one of the 12 quarters. This total shall be achieved prior to the commencement of the leave.

An employee who has taken a sabbatical leave shall be required to return to her/his college for at least one academic year of service. If the employee refuses to do so, she/he will be required to repay the salary which was paid by the employer during the sabbatical leave unless the Board chooses to waive this requirement because of special circumstances which the Board deems to merit such waiver. The repayment shall be completed not later than the beginning of the academic quarter in which the employee was expected to return.

Time spent on sabbatical leave shall be counted as continuous service for all purposes for which continuous service is a factor in the Minnesota Community College System.

No sick leave or personal leave shall be accumulated or credited to an employee during a sabbatical leave.

Section 6. 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.

Section 7. Pro-Rata. The provisions of Article XII, Section 1 - Sick Leave, Section 2 - Bereavement Leave, and Section 3 - Personal Leave shall apply on a pro-rata basis to all part-time employees in the bargaining unit.

Section 8. Accounting of Leave Status. At the end of each fiscal year an accounting of sick, personal, and unpaid leave status will be provided to each employee by the employee's college.

Section 9. Leave Benefit Accumulations. Leave benefit accumulations accrued on the basis of service prior to the signing of this Contract shall be retained by the employee after such signing.

## ARTICLE XIII

### LEAVES OF ABSENCE WITHOUT PAY

Section 1. 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.

Section 2. Parenthood Leave. Upon application, parenthood leave shall be granted without pay to any employee who is expecting a child either by natural birth, adoption, or through a foster parent program. Parenthood leave requests should be filed as early as possible, but one month prior to date of leave is required. The leave shall commence on the date requested by the employee and shall continue for a period up to nine months, provided, however, that the parenthood leave may be extended upon application to the College President for up to an additional six months. The initial leave and subsequent extension may be adjusted by the College President up to three months to synchronize with an academic quarter except that no adjustment may be made which would reduce the initial leave to less than six months without approval of the employee.

Section 3. Other Leaves of Absence Without Pay. Upon application, employees may be allowed to be absent without pay with the approval of the College President consistent with the conditions that such leave shall be granted only when it will not result in undue prejudice to the interests of the college beyond any benefits to be realized. Leaves for the following purposes shall be considered: illness or poor health beyond the limits of paid sick leave; work experience in education, business, industry, and/or government; service in a professional organization; and advanced study. Leaves for personal emergencies will be authorized. Leave requests for other specific personal reasons may be considered. Applications for an extension of a leave

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will be considered by the College President providing the application for extension is submitted at least 90 days prior to the expiration of the current leave.

Section 4. Religious Holidays. Any employee who observes a religious holiday on a day which does not fall on a Sunday or a legal holiday shall be entitled to such day off from his employment for such observance. Such day off shall be taken off without pay except where the employee has unused personal leave, and in that case such day may be charged against the personal leave of the employee upon request of the employee. The employee shall notify the college in writing between 10 and 20 days prior to her/his absence.

Section 5. Benefits. No benefits shall accrue to employees during unpaid leaves that exceed an aggregate of ten working days in an academic year, except as provided by statute or as otherwise modified in this contract. However, an exception shall be made in case of unpaid leave necessitated by reason beyond the control of the employee in which instance no benefits shall accrue to such employee if the unpaid leave exceeds an aggregate of thirty (30) working days in any academic year.

An Unlimited Full Time employee who is granted an unpaid leave for up to one full academic quarter to take effect after September 1, 1974, shall upon return, be placed on the salary schedule as if the employee's service has been continuous in the system. Such employee may be granted this provision once only during the employee's career with the Employer. Such one quarter shall also be counted as continuous service for purposes of seniority and service to count towards sabbatical leave eligibility.

An employee who is granted an unpaid leave specifically to do full time teaching elsewhere or to accept full time employment in the "assigned field" shall, upon return, be placed on the salary schedule as if the employee's service had been continuous in the System, and the time spent on such leaves shall count for seniority purposes as well.

An employee on unpaid leave shall not be considered to have had a break in service. Time spent on leave shall count only toward such benefits as are provided in this contract.

#### ARTICLE XIV

##### HOLIDAYS

The academic calendar will provide that no employee will be scheduled to work on the following holidays: New Years Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day, and any other days provided by statute. When any of the holidays fall on Saturday, the preceding Friday shall be the holiday. When any of the above holidays fall on Sunday, the following Monday shall be the holiday.

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## ARTICLE XV

SEVERANCE PAY AND EARLY RETIREMENT INCENTIVE

Section 1. Severance Pay. Severance pay shall be granted to all employees under the following provisions:

(1) Employees who have completed 20 years of continuous service, including service in those school district junior colleges that were taken over by the Junior College Board shall receive severance pay upon any separation from state service in an amount equal to 35% of the employee's regular accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the employee's accumulated but unused sick leave bank times the employee's regular daily rate of pay at the time of separation.

(2) All employees who are mandatorily retired from state service or are separated by reason of death shall receive severance pay in an amount equal to 35% of the employee's regular accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the employee's accumulated but unused sick leave bank times the employee's regular daily rate of pay at the time of separation. In the event of death, such payment shall be made to the beneficiary designated by the employee under the Minnesota Teacher's Retirement Association.

(3) All employees who are laid off from service in the community colleges, except on a seasonal basis, shall receive severance pay in an amount equal to 35% of the employee's regular accumulated but unused sick leave balance (not to exceed 112 days) plus 12 1/2% of the employee's accumulated but unused sick leave bank times the employee's regular daily rate of pay at the time of separation. Should such employee be subsequently re-appointed to state service, eligibility for future severance pay shall be computed upon the difference between the amount of accumulated but unused sick leave to the employee's credit at the time of layoff, and the amount of accumulated but unused sick leave at the time of subsequent eligibility for severance pay.

(4) If necessary, accumulated but unused bank days shall be added to the sick leave balance to attain the 112 days maximum.

(5) 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.

An employee who completes 20 academic years of service and who retires at the end of the academic year will be considered to have retired as of the following July 1 for purposes of severance pay.

Section 2. Early Retirement Incentive.

(1) Eligibility. In addition to the provisions of Section 1, any faculty member who has served at least fifteen (15) years in the Community College System and is at least fifty-five (55) years of age shall be eligible for early separation.

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(2) Compensation. An eligible faculty member who elects early separation through resignation or early retirement shall receive compensation equal to his/her base salary. Subsequent to July 1, 1982, an eligible faculty member who elects such early separation shall receive compensation equal to his/her base salary minus 10% of his/her base salary for each year beyond age fifty-five (55). The faculty member shall receive the compensation in two equal annual payments, the first upon separation and the second in the following year, or on other reasonable terms as conveyed by the faculty member and accepted by the administration.

(3) Maintenance of Benefits. The separated faculty member shall have the right to continue, at the employer's expense, health insurance benefits for one year after separation.

(4) Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations.

## ARTICLE XVI

### EXPENSE ALLOWANCE

Section 1. General. The Employer 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 expenses which have been authorized by the Employer 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 Employer shall reimburse the employee at the rate of twenty-four (24) (for FY '82) and twenty-six (26) (for FY '83) 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 Employer shall authorize the mileage be paid at the rate of nineteen (19) (for FY '82) and twenty-one (21) (for FY '83) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Employer to carry automobile insurance coverage beyond that required by law.

When an employee is assigned to off campus duties, the employee shall be paid the full roundtrip mileage allowance between the teaching location and the employee's home less the roundtrip distance between the home and the campus.

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

Section 4. Overnight Travel. An employee in travel status who incurs expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from the home station, up to the maximums stated in Section 5 of this Article. An employee in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed a total of \$10.00 per week for laundry and/or dry cleaning for each week after the first week.

Section 5. Meal Allowances.

Subdivision 1. An employee assigned to be in a travel status between the employee's work station and a field assignment shall be reimbursed for the actual cost of meals, including a reasonable gratuity. Breakfast reimbursement may be claimed only if the employee is on assignment away from home station in a travel status overnight or departs from home in an assigned travel status before 6:00 a.m. Dinner reimbursement may be claimed only if the employee is away from home station in a travel status overnight or is required to remain in a travel status until after 7:00 p.m.

Subdivision 2. Maximum reimbursement for meals within the state, including tax and gratuity, shall be:

	FY '82	FY '83
Breakfast -	\$4.50	\$ 5.50
Lunch -	\$5.50	\$ 6.50
Dinner -	\$9.50	\$10.50

Subdivision 3. Maximum reimbursement for meals outside the state or on trains, including tax and gratuity, shall be:

	FY '82	FY '83
Breakfast -	\$ 5.00	\$ 6.00
Lunch -	\$ 6.00	\$ 7.00
Dinner -	\$11.00	\$12.00

Subdivision 4. Employees stationed in the seven (7) county metropolitan area shall not be reimbursed for lunch obtained in the seven (7) county metropolitan area, except when authorized by the Employer as a special expense prior to incurring such expense.

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

Section 7. Payment of Expenses. The Employer will 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 within a reasonable period of time in advance of the travel date.

## ARTICLE XVII

### STAFF DEVELOPMENT

Section 1. College Level. For each fiscal year of this Agreement, each college will be allocated staff development funds at the rate of \$100 per each full-time equivalent faculty position allocated to the college for the preceding academic year. Funds provided by this Section shall be used only for financing expenses for faculty members to attend conferences, workshops and other activities for staff development of the faculty member and/or participation in on-campus staff development activities.

Section 2. System Level. For each fiscal year of this Agreement, the Community College System will allocate a pro-rata share of the funds identified in the budget as "staff development" for faculty development. Such funds will be used to provide statewide or regional conferences, workshops and other activities for the staff development of faculty members. A Joint Committee comprised of three employees appointed by the MCCFA and three administrators appointed by the Chancellor shall aid and advise the Chancellor or designee in the use of these funds.

## ARTICLE XVIII

### INSURANCE

Section 1. Paid 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:

<u>Employees Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal Sum</u>
0-\$20,000	\$20,000	\$20,000
\$20,001-\$30,000	\$30,000	\$30,000
over \$30,000	\$40,000	\$40,000

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. The Employer shall also make available dependent coverage of \$2,000 for each dependent and optional life insurance for the spouse of the employee to a maximum coverage equal to one-half (1/2) the total state group life insurance coverage maintained by the employee. Such additional optional insurance for the spouse must be purchased in increments established by the Employer.

Section 2. Health Insurance-Employees and Dependents. The Employer agrees to continue all existing health insurance coverage, and shall continue to provide obstetrical benefits not to exceed the usual and reasonable fee charged.

Effective July 1, 1981, the Employer agrees to pay the full cost of employee coverage.

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Effective October 7, 1981, the Employer shall contribute a flat-rate dollar amount per month equal to the total Blue Cross and Blue Shield insurance premium, not to exceed the total cost for employee coverage.

Effective July 1, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the cost for dependent coverage.

Effective October 7, 1981, the Employer shall contribute a flat-rate dollar amount per month equal to the total dependent Blue Cross and Blue Shield insurance premium, not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the HMO's offered by the Employer, or under the Blue Cross & Blue Shield of Minnesota high option plan or any other plan offered by the Employer. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 3. Dental Insurance. The Employer agrees to contribute the following for dental insurance.

Effective the first day of the first payroll period following July 1, 1981, the Employer agrees to make limited dental care benefits, including limited orthodontics benefits for eligible dependent children from age eight (8) to nineteen (19), available to all eligible employees and their families.

Effective July 1, 1981, the employer agrees to pay the full cost of employee dental insurance coverage, not to exceed the Delta Dental rate.

Effective July 1, 1981, the Employer shall pay one half (1/2) of the difference in premium between single and family coverage, not to exceed the Delta Dental rate, for all eligible employees carrying dependent coverage for dental insurance.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer.

Section 4. Optional Insurance. The Employer shall continue to make available all existing optional insurance coverages.

Section 5. Group Premium for Early Retirement. Employees who retire from state service prior to age sixty-five (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 and medical benefits as set forth in Minn. Stat. Sec. 43.491, Subd. 5 at the state group premium rates.

Section 6. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 2 and 3 above for the month of December 1981 (for FY 1982) and during the period of August 15th, 1982 through September 30th, 1982 (for FY 1983). Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 for FY 1983.

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Section 7. Insurance Coverage for Employees on Layoff. All eligible 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 insurance programs for an additional six (6) months at their own expense at the group premium rates.

Section 8. Eligibility. To be eligible for the state paid benefits provided in this Article, an employee in the bargaining unit must be appointed for at least 75% of the full-time work assignment load defined in Article X.

An employee eligible for basic and/or dependent coverage paid for by the employer shall have continuous coverage maintained during a period of sabbatical leave.

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 with the State.

An employee must be at work or in payroll status on the effective date of coverage.

Dependents who are hospitalized on the effective date of coverage will not be insured until such dependents are released from the hospital, nor shall the dependents be insured for any optional coverages during the period of hospitalization. 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 work related injury or disability and is either receiving Workers' Compensation payments or is using unpaid sick leave as provided in Article XIII. 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.

Employees on unpaid leaves of absence may continue their insurance coverage at their own expense for up to two (2) years, or to a maximum of five (5) years for employees on teacher mobility leaves as provided under Minnesota Statutes 136.88.

An employee on a temporary appointment who is eligible for State paid insurance benefits shall continue to be eligible for State paid insurance benefits during the summer if he/she has received notice from the college

president (Provost) or designee by May 31 of each year that he/she may be rehired in a bargaining unit position for the ensuing academic year.

Section 9. Employee Paid Benefits. An employee in the bargaining unit appointed for at least 50% to 75% of the defined full-time work assignment load may, at his/her own expense, elect to be covered by the benefit plans provided for in this Article.

## ARTICLE XIX

### APPOINTMENTS, TRANSFERS, PROMOTIONS, AND SEPARATIONS

Section 1. Appointments. The following types of appointments may be made:

- A. Probationary. An employee must complete one (1) year on probationary status before becoming an unlimited employee. A probationary appointment is an appointment other than an unlimited or temporary. Such an appointment means that the individual holding such status is being evaluated for purposes of determining whether or not unlimited status will be granted. A probationary appointee shall be provided a written evaluation, and this evaluation shall serve as a basis for retention decisions except when a probationary appointment is terminated due to layoff. A probationary appointment may be terminated at the end of the probationary period upon at least forty-five (45) days advance written notice. A probationary employee who completes the probationary appointment without receiving a termination notice shall become an unlimited employee. No employee shall serve more than one probationary period in the Minnesota Community College System.
- B. Unlimited Full-Time. An employee with a full-time assignment for an academic year which carries the assumption that such employment will continue on a full-time basis in subsequent years.
- C. Unlimited Part-Time. If it is to the mutual advantage of the employee and the college, a part-time employee, who is employed continuously both for at least three years and for at least 36% of a full load, may be placed on Unlimited Part-Time status. Unlimited Part-Time status of 36% to 75% may be granted to an employee if the arrangement is agreed to in writing by the employee, the College President, and the Local Association, and approved by the Chancellor and the State Association. If an Unlimited Full-Time position is offered to an Unlimited Part-Time employee and the offer is refused, such employee shall no longer be on Unlimited status. Unlimited Part-Time employees except for being on Unlimited status shall accrue benefits like other part-time employees.
- D. Unlimited Special. If it is to the mutual advantage of the employee and the college, an Unlimited Full-Time employee's load may be reduced to a load of 50%, 66 2/3%, or 75% of a full year's load. Such reduction must have the agreement of the employee, the College President,

and the Local Association, and the approval of the Chancellor and the State Association. The agreement relative to the reduction and the conditions under which the employee may or must return to full-time status shall be stated in writing at the time of the agreed reduction. Such Unlimited Special employee shall have each year of service count as a full year for purposes of seniority, step movement, and sabbatical leave. Other fringe benefits shall accrue to such employee in accordance with State regulations in effect at the time.

- E. Temporary Full-Time. An employee with a full-time assignment for an academic year, extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated contract period, carries no implication for future employment, and is to be used only when such position is clearly a temporary position.
- F. Temporary Part-Time. An employee with a part-time assignment for extra weeks, a quarter, or a summer session. Such employment terminates at the end of the stated contract period and carries no implication for future employment.
- G. Hiring Practice. It shall be the normal practice to hire Unlimited Full-Time employees unless special circumstances, as identified by the Community College Board, suggest that this would not serve the best interest of the college. The normal practice shall be to hire a full-time employee in a field after three successive quarters in which sufficient demand in the offerings in a field has been equal to or greater than an assignment to a full-time employee. It shall also be normal practice to hire a minimum number of part-time employees by combining their assignments to the maximum amount feasible. Unless specified in writing at the time of employment, each employee will be presumed to be Unlimited Full-Time.

## Section 2. Faculty Movement Between Colleges and Claiming Vacant Positions.

- A. Notification. Notice of unlimited full-time vacancies in each college shall be sent to the Chancellor's office at the same time that the vacancy notice is distributed to other agencies. The Chancellor or designees shall distribute vacancy notices to the colleges for posting on the official bulletin boards simultaneous with any external advertisements or postings. Copies shall also be sent to local Faculty Association Presidents. No unlimited full-time position shall be offered until at least fourteen (14) calendar days have elapsed after the posting at the college, except if an emergency has arisen and the Chancellor has approved an exception.
- B. Claiming Vacant Positions.
  - 1. Unlimited Full-Time. Current employees may claim vacant unlimited full-time positions for which they are qualified in the following order:
    - a. Persons who have been notified of layoff.

- b. Unlimited employees in the order of seniority who are employed in an assigned field at a college in which a faculty member is on notice of layoff.
- 2. Part-Time. Part-time employees who have been employed by a community college for nine (9) or more quarters or for one academic year full-time equivalency shall be employed for any part-time positions for which they are qualified at that college unless employees on the layoff list wish to claim such positions. If no laid off employee claims it or if no such part-time employee is available, the position may be offered to others.
- C. Seniority. An employee who has not been notified of layoff but who accepts a position in another college shall retain system-wide seniority for purposes of claiming positions in the future, salary schedule placement, and sabbaticals. Such person's seniority at the new college shall be limited to the length of service in her/his assigned field(s) at that college.
- D. Claiming Vacant Position Procedure. Employees wishing to claim a vacant position must notify the Chancellor or designee of their intent to do so in accordance with the time-lines specified on the vacancy notice.
- E. Applying for Vacant Position. An Unlimited employee who has not received a layoff notice and does not qualify to claim a vacancy under Section 2.B.1.b. and who is an applicant to fill an unlimited full-time vacancy shall be invited for an interview and shall be considered for filling the vacancy. If the employee is not given the position, such employee shall be notified of the reasons prior to the announcement of the name of the successful applicant.

Section 3. Exchange Status. An exchange status of up to two years shall be granted to an employee, upon application by the employee and approval by the College President, for the purpose of participating in an exchange program. This status may be granted to employees who have arranged to exchange positions within the Minnesota Community College System and to an employee who has arranged to exchange positions with a faculty member in a system other than the Minnesota Community College System.

The Employer shall continue its exchange employee under the System's salary schedule, and all rights and privileges of that employee shall continue in effect during the exchange period.

Employees who exchange positions within the system shall be carried on the payroll of the original college, and the allocation of funds to support the positions shall be made to the original college.

Section 4. Change in Position Status. The Board reserves the right to offer to members of the bargaining unit, positions excluded from the bargaining unit. When administrative positions are advertised, notices of such vacancies shall be posted at each college simultaneous with any external advertisements

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or postings. No employee shall be required to accept such a position. Employees returning from non-bargaining unit positions to positions covered in the bargaining unit shall have their seniority restored to the level earned at the time they left the unit. Other rights and benefits shall be restored as though they had continued in the bargaining unit during the time they held the non-bargaining unit position.

Section 5. Layoffs. Layoffs of Unlimited employees may occur only when necessary for bona fide, good and sufficient reasons.

- A. If a layoff is contemplated by the college administration, the faculty member to be laid off shall be notified of the impending layoff during the fall quarter of the year previous to the year at the end of which the employee's service to the college will be terminated. The administration shall provide both the Association and the employee(s) affected a written summary of the circumstances giving cause to the layoff and of the alternatives of layoff which have been considered.
- B. Layoffs shall be based on inverse seniority within the "assigned field," and an employee shall not be laid off if a less senior employee in the college holds a position for which the first employee has greater seniority. Probationary employees in the assigned field shall be terminated before any unlimited employee is laid off.
- C. In the case of a substantial reduction in funds available to the State Board for Community Colleges every effort shall be made to equalize the effect of the reduction on all staff classifications in the System.
- D. No layoffs shall be made if the college continues to employ unclassified part-time employees who are providing bargaining unit work which could be provided by the employee.
- E. For a period of three 3 years a laid off employee may claim any bargaining unit vacancy in any of the Minnesota Community Colleges for which she/he is qualified. If more than one laid off employee claims a particular vacancy, the most senior shall receive the job.
- F. The Employer shall notify all laid off employees of all full-time vacancies within the system as soon as positions are open. The laid off employee who wishes to claim a vacancy must so notify the Employer in accordance with reasonable time lines as established by the Employer.
- G. The laid off employee shall file, with the Chancellor or designee, a statement defining the locations and minimum percentage part-time position, within the Community College System, that she/he would accept. Those laid off employees who have filed such statements shall be notified of all acceptable part time vacancies for which they are qualified. The employee may reject such part-time offer with no penalty. If the employee claims the part-time position, the employee shall not forfeit any Unlimited employee rights, shall be considered to be on the layoff list, and shall be entitled to all rights of laid off employees.

- H. Laid off employees shall be considered to be in an "Unrequested Leave" category and shall have the right to continue to participate at the group rate at their own expense in all employee insurance benefits for a period up to three years while on such Unrequested Leave.
- I. An employee who has received a written notice of layoff shall be granted two (2) quarters or the equivalent of paid release time for the purpose of retraining in a field for which employment at a Minnesota Community College is available. If adequate retraining can be completed in less than two quarters, release time shall be granted only as needed. The arrangements and schedules for such release time shall be subject to the mutual agreement of the employee and the college president.
- J. The Minnesota Community College System shall provide upon request consultation on retraining and transfer for employees who have received layoff notices.

Section 6. Resignation. An Unlimited Full-Time employee may automatically terminate her/his employment effective at the end of an academic year by submitting a written resignation to the College President by April 1 of that year. Granting releases to employees at other times will be at the discretion of the Employer.

## ARTICLE XX

### MISCELLANEOUS RIGHTS OF EMPLOYEES

Section 1. Textbooks. All textbooks and other teaching materials to be purchased by students shall be selected by the employee, except that a textbook authored by an employee of the State's education systems or of the University of Minnesota may be used as a required course material only upon receipt of written approval from the dean to whom the employee, making such requests, reports.

Section 2. Citizenship. Employees shall be entitled to full rights of citizenship and no outside religious or political activities of any employee or the lack thereof, shall be the grounds for any discipline or discrimination with respect to the professional employment of such employee.

Section 3. Academic Rights. The employee shall have the right to freely discuss her/his subject in teaching, to choose teaching methods consistent with available resources, to evaluate student performance, to select library and other educational materials consistent with available resources, and to research and publish.

Section 4. Employee Work Rules. Each employee shall be given a copy of the Employer Work Rules and Regulations. Each rule or regulation shall include its effective date, cite its origin, and be presented in a uniform format and numbering system as prescribed by the Chancellor. Such format and numbering system shall include only rules and regulations affecting terms and conditions of employment. Each new or changed rule or regulation shall be distributed

to employees upon adoption, with a notation as to the rule or regulation it replaces or changes. Employees shall not be held accountable for such rules and regulations until distribution to the employees has been made. A copy of each college's personnel directory shall be furnished to the State Association upon request.

Section 5. Confidentiality. Employees will not be required to disclose confidential information obtained by them regarding students.

Section 6. Check Distribution. Faculty members may, by providing addressed-stamped envelopes and any necessary instruction, have their checks mailed for deposit to the bank of their choice.

Section 7. Delegate Assemblies. A delegate to the MCCFA and/or the MEA Delegate Assembly will be excused one day for each Assembly provided that the employee has notified the College President or designee as to the dates of the planned absence before the start of the quarter in which the assembly is scheduled, and provided the employee has rearranged her/his schedule in a manner acceptable to the College President or designee.

Section 8. Seniority Defined. Seniority of an employee shall be determined by figuring the total length of continuous Probationary and Unlimited Full-Time service in the employee's "assigned field(s)" since the employee's starting date in the "assigned field(s)." The starting date of an employee shall be the beginning of the quarter when an employee started Probationary/Unlimited Full-Time service in the "assigned field" in a Minnesota State Community College.

The above language notwithstanding, after July 1, 1981, when temporary employees become probationary employees, their seniority shall be calculated by including their service to the Community College System prior to the change in status in the following manner:

- A. For employees who have been employed continuously (at least one quarter per academic year), their seniority shall include their total accumulated temporary service on a pro rata basis.
- B. For employees who have not been employed continuously, their seniority shall include their total accumulated service after July 1, 1974, on a pro rata basis.

The "assigned field(s)" of an employee, as defined in Article XI, Section 2B, shall become official when the field(s) appear(s) on the list maintained in the Chancellor's office. Upon initial hiring a written notice of the "assigned field" shall be sent to the employee, and a written notice of any change in "assigned field" shall be sent to the employee. If subsequent to an employee's start of Unlimited Full-Time service in the employee's initial "assigned field," another "assigned field" is/was approved for such employee, the seniority in this "assigned field" shall start at the beginning of the quarter when such "assigned field" is/was approved.

Once an "assigned field" is approved and established for an employee, the employee continues to accumulate seniority in that field for as long as the employee remains as an Unlimited Full-Time employee in the System.

For the purposes of seniority, all Minnesota Community Colleges shall be considered to have the same starting date for comparable quarters. Where two or more employees have the same seniority, their relative position shall be determined by using the following criteria in the order listed:

1. The employee with the greater total employment in the Minnesota Community College System, including temporary employment on a pro rata basis, shall have the greater seniority.
2. The employee with the higher number of graduate credits in the assigned field shall have the greater seniority.
3. If after consideration of 1 and 2 a tie still exists, the tie shall be broken by lot.

In relation to seniority in an assigned field at one campus, ties in seniority shall be broken during winter quarter, 1982 or at the time of employment. In relation to two or more employees claiming a vacant position, ties in seniority shall be broken at the time of claiming.

Once a tie is broken, the resulting order of seniority between the involved employees may be changed only by the terms of the following paragraph.

Seniority shall be broken by resignation, retirement, failure to return from an authorized leave of absence, or failure to return from a layoff.

An Unlimited Full-Time employee who is placed in a Temporary Part-Time status shall not be considered to have had a break in service during the period of part-time status.

Section 9. Release Time for MCCFA President. The President of MCCFA shall be granted release time from her/his college assigned duties to conduct the business of the State Association. The amount of release time shall be between half and full time per quarter. The amount of release time per quarter shall be specified by the State Association before the beginning of each academic year.

The State Association President shall remain on the State payroll at her/his regular salary and lose no benefits. MCCFA shall reimburse the State Board for Community Colleges an amount equal to the State Association President's salary and out-of-pocket fringe benefit costs multiplied by the percentage of release time.

Effort will be made to schedule the State Association President's college duties to accommodate her/his Association responsibilities.

Section 10. Release Time For Other Association Officers. The Association may buy release time for up to three other officers if staffing needs permit. The amount of release time shall be specified by the State Association before the beginning of each academic quarter. Such officers shall remain on the state payroll at their regular salary and lose no benefits. MCCFA shall reimburse the State Board for Community Colleges in amount equal to such officers' salaries and out-of-pocket fringe benefit costs multiplied by the percentage of release time.

Effort will be made to schedule such officers' college duties to accommodate their Association responsibilities.

Section 11. Embarrassment. Discussions involving the Employer which concern an employee's performance on the job shall be held in a manner which will not embarrass the employee before other employees, students, or the public.

## ARTICLE XXI

### FACILITIES AND EQUIPMENT

The Employer will make reasonable effort to provide each employee with sufficient equipment, facilities, support services, and secretarial services necessary for the employee to perform her/his assignment.

## ARTICLE XXII

### MISCELLANEOUS PROVISIONS

Section 1. College Closing. In the event the Employer closes the college facilities because of inclement weather or emergency repairs to the physical facilities of the campus, employees will not be required to make up the time lost during such closing, and the employees shall not lose salary or benefits as a result of such closing.

Section 2. Classes at Other Institutions. Insofar as practicable, employee's schedules are to be arranged whenever requested to allow employees to attend classes at other institutions of higher education up to six (6) credits per quarter.

Section 3. Attendance at Community College Functions. Employee attendance at all community college sponsored functions and activities shall be voluntary unless part of the employee's load.

Section 4. Liability. The Employer does not accept liability for personal property of employees stored or utilized on college property.

Section 5. Assignment of Unit Work to Excluded Unclassified Staff Members. Excluded unclassified staff members may be given assignments of the type that are normally given to employees. However, when this is done, the instructor, counselor, or librarian assignments shall not exceed 35% of the assignment unless the assignment was between 35% and 50% during the 1976-77 year, in which case the assignment may continue at that level. Effort will be made to reduce the assignment to 35% as soon as it is practical. In the event of special circumstances an exception may be approved by the Chancellor and the State Association. No unlimited employee shall be displaced because of instructor, counselor, or librarian assignments to excluded unclassified staff members. No member of the bargaining unit shall exercise supervision over any other member of the bargaining unit except as specified in Article X, Section 1E,

Departments and Department Coordinators, Section 1F, Occupational Program Coordinators and Section 1-H-A, Athletic Coordinators.

Section 6. Physical Examinations. Physical examinations required by the Employer shall be paid for by the Employer.

Section 7. Protection of Bargaining Process. Instructors, counselors, and librarians who are not included in the bargaining unit will not receive any term or condition of employment that is more advantageous than those contained in this Contract.

## ARTICLE XXIII

### WRITTEN REPRIMAND, SUSPENSION, DISMISSAL FOR CAUSE

Disciplinary action may be imposed upon an employee for just cause. Disciplinary action or measure shall include only the following:

- (1) Written reprimand
- (2) Suspension
- (3) Dismissal

An employee who is to be disciplined has the right to request and have the Association President on the campus present when the disciplinary action is taken, except in cases in which a written reprimand is to be sent to an employee.

Section 1. Written Reprimand. If a written reprimand is given to an employee it shall be done in a manner that will not embarrass the employee before the other employees, students, or the public. The employee shall be given the opportunity to respond to any written reprimand and the response shall be entered into the employee's personnel record along with the reprimand. The employee shall be given a copy of any entry in her/his personnel record and shall be permitted to insert a response thereto. Only such material as is entered in the employee's personnel record shall be used as evidence in any subsequent disciplinary action or hearing. If it is determined through the Grievance Procedure that a written reprimand was issued without just cause, such reprimand shall be removed from the employee's personnel record. Upon the written request of an employee, the contents of the personnel record shall be disclosed to the employee and/or the Association representative and/or legal counsel.

Section 2. Suspension. An employee may be suspended for up to fifteen (15) work days with or without pay for just cause. The employee shall be notified in writing of a proposed suspension, specifying the reasons.

Section 3. Dismissal for Cause. An Unlimited Employee may be dismissed for just cause by the College President upon ten (10) calendar days advance written notice. The reason for the dismissal must be stated in the notice to the employee.

Section 4. Grievability. Disciplinary actions for just cause shall be subject to the Grievance Procedure. An employee dismissed for cause may initiate the grievance at Step II. If an employee fails to grieve a

disciplinary action in a timely manner pursuant to Article XXIV, such employee is considered to have waived his/her right to appeal as provided in this Contract.

Section 5. Arbitration Hearing. At any arbitration hearing concerning disciplinary actions for just cause, both the employee and the Employer shall have the right to be represented by counsel, to be heard, to have witnesses testify, to see all evidence and to cross examine all witnesses. The Employer assumes the burden of substantiating the charges through presentation of proper, relevant, and sufficient evidence. The hearing shall be open or closed at the mutual agreement of the parties.

## ARTICLE XXIV

### GRIEVANCE PROCEDURE

Section 1. Complaints. Definition: A complaint is an informal claim by an employee, or group of employees in the bargaining unit or by the Local Association of alleged improper, unfair, arbitrary or discriminatory treatment. A complaint may constitute a grievance, if not mutually resolved and if the complaint falls within the definition of a grievance. Complaints shall be processed only through the informal procedure for handling complaints as herein set forth.

Section 2. Informal Procedure for Handling Complaints. Any employee in the bargaining unit either with or without the Association grievance representative on the campus may orally present and discuss the complaint with the administrator who made the decision. Similarly, the Association grievance representative on the campus may orally present and discuss a complaint on behalf of any employee or group of employees with the community college officer involved to whom the employee or group of employees is responsible, and it shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

No complaint can become a grievance until it has gone through the informal procedure for handling complaints.

Section 3. Grievances. A grievance is defined as a dispute or disagreement raised in writing by an employee or the Association against the Employer involving the interpretation or application of the specific provisions of this Contract or application of a rule or regulation affecting terms and conditions of employment in other than a uniform manner or other than in accord with the provision of the rule or regulation.

Grievances as defined shall be processed in the following manner on a uniform grievance form furnished by the Employer. No reprisals of any kind shall be taken against an employee for participating in a grievance.

### Section 4. Grievance Steps.

Step 1. If a complaint, which has gone through the Informal Procedure for Handling Complaints and has not been resolved at that level, falls within

the definition of a grievance, a grievance may be filed on the official grievance form supplied by the Employer. No grievance shall be entertained or processed unless it is submitted within twenty (20) working days after the first occurrence of the event giving rise to the grievance, or within twenty (20) working days after the employee through the use of reasonable diligence should have obtained knowledge of the first occurrence of the event giving rise to the grievance. If such event occurs during the summer when the employee involved is not on duty, the first day shall be deemed to be the first day of duty in the succeeding academic year. The written grievance signed by both the employee and the Association grievance representative on the campus in the individual employee grievances and the Association grievance representative on the campus alone in Association grievances shall set forth the nature of the grievance, the facts on which it is based, the alleged violation, and the relief requested. The College President or designee shall discuss the grievance within five (5) working days with the Association grievance representative on the campus at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, (not necessarily at the meeting, may be after the meeting), the settlement shall be reduced to writing and signed by the College President or designee and the Association grievance representative on the campus. If no settlement is reached, the College President or designee shall give the Employer's written answer to the Association Grievance representative on campus within five (5) working days following their meeting and shall also forward a copy to the Chancellor. A grievance, for action which does not occur at the college where the grievant is employed, shall begin at step 2 of the grievance procedure.

Step 2. If the grievance is not settled in Step 1 and the Association desires to appeal, it shall be referred by the State Association in writing to the Chancellor or designee within ten (10) working days after the designated College President's answer in Step 1 is due. A meeting or discussion between the Chancellor and the State Association Representative shall be held within ten (10) working days at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chancellor, and the State Association representative. If no settlement is reached, the Chancellor shall give the Employer's written answer to the State Association within five (5) working days following the meeting.

Step 3. If the grievance is not settled in accordance with the foregoing procedure, the State Association may refer the grievance to arbitration within seven (7) working days after the answer of the Chancellor or designee in Step 2 by serving written notice of same to the Commissioner of Employee Relations with a copy to the Chancellor. The parties shall attempt to agree upon an arbitrator within five (5) working days after receipt of notice of referral, and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, either party may request the Director of the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the State Association shall have the right to strike alternately two (2) names from the panel. The State Association shall strike the first name, the Employer shall then strike one name, and the process will be repeated and the remaining person shall be the arbitrator. The arbitrator shall be notified of her/his selection by a joint letter from the Employer and the State Association requesting that she/he set a time and place for a hearing



at a location that is most convenient to all participants, subject to the availability of the Employer and the State Association.

Section 5. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. She/he shall consider and decide only the specific issue submitted to her/him in writing by the Employer and the State Association, and shall have no authority to make a decision on any other issue not so submitted to her/him. 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 and rules and regulations having the force and effect of law. The arbitrator shall submit in writing her/his decision within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon her/his interpretation or application of the express terms of this Contract and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the Employer, the Association, and the employees.

The fees and expenses of the arbitrator shall be divided equally between the Employer and the State Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 6. Time Limits. If a grievance is 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 specific time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specific time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step, except the time limit for filing the grievance in Step 1, may be extended by mutual written agreement of the Employer and the Association, in each step, which extension shall not be unduly withheld by either party. The term "working days" as used in this Article shall mean the days Monday through Friday inclusive (including holidays), but excluding calendar breaks of the academic year.

Section 7. Evidence. There shall be no withholding of evidence or information within the knowledge of either party at any step of the proceedings.

## ARTICLE XXV

### COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that, during the negotiations which resulted in the Contract, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law 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 Contract. Therefore, the Employer and the Association, for the life of this Contract, 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 Contract, with respect to any subject or matter not specifically referred to or covered in this Contract.

It is understood by the parties that this Contract and any attached memoranda of agreement are the entire agreement and conclude negotiations for the 1981-83 biennium and that this contract must be submitted to the Minnesota Legislature for approval. 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.

#### ARTICLE XXVI

##### LEGISLATION AND RULE CHANGES

The Employer agrees to draft all necessary legislation and rule changes required to implement the full provisions of this Contract. The Employer agrees to consult with the Association regarding such legislation before it is introduced in the legislature. The Employer agrees to consult with the Association regarding such rule changes.

#### ARTICLE XXVII

##### SAVINGS CLAUSE

This Contract is intended to be in conformity with all valid federal and state laws and rules and regulations. In the event that any provision of this contract is found to be unlawful by court or other authority having jurisdiction, then such provision shall be inoperative, but all other valid provisions shall remain in full force and effect. Where a provision which has been rendered inoperative by this Article subsequently becomes legal as a result of a modification of federal and state laws during the term of this contract or extension thereof the operation of such provision shall be renewed.

If the implementation of any provision of this Contract is rendered unlawful by wage and price controls promulgated by valid federal and state law, rules and regulations thereof, or by Executive Order, then only the specific provisions rendered unlawful shall be invalid and the remainder of this Contract shall continue in full force and effect for its term. Provided, however, any provision of this Contract so rendered unlawful shall be implemented at such time, in such amounts and for such periods, retroactively and prospectively, as will be permitted by law at any time during the term of this Contract or extension thereof.

This Contract supersedes all Board policy and rules and regulations that are inconsistent with it.

Official Copy PCH

## ARTICLE XXVIII

TERM OF CONTRACT

This Contract shall be effective on the 1st day of July, 1981, subject to acceptance by the Minnesota State Legislature, and shall remain in full force and effect through the 30th day of June, 1983. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing no later than August 15, 1982, or by August 15th of any succeeding year, that it desires to modify this contract. In the event that such notice is given, negotiations shall begin no later than November 1, of the year in which the notification is given. This Contract shall remain in full force and effect during the period of negotiations and until notice of termination of this Contract 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 Contract, written notice must be given to the other party not less than ten 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 this 16th day of November, 1981.

FOR THE STATE OF MINNESOTA/  
MINNESOTA STATE BOARD FOR  
COMMUNITY COLLEGES

FOR THE MCCFA

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LETTER OF UNDERSTANDING  
Between  
STATE UNIVERSITY BOARD OF MINNESOTA  
and  
INTER FACULTY ORGANIZATION

This Letter of Understanding is made and entered into this 23 day of April, 1982 by and between the State University Board of Minnesota and the Inter Faculty Organization to supplement the 1981-83 Employment Contract between the parties as follows:

1. The sixty (60) day eligibility period provided for early retirement insurance benefits under Chapter 522, Laws of 1982 is hereby extended from May 21, 1982 to the end of the spring quarter of the 1981-82 academic year for the university from which the employee retires.

FOR THE IFO:

David D. Simpson

Date: 4-23-82

FOR THE STATE OF MINNESOTA:

Just M. Samt

Date: 4-23-82

James W. Geissner  
James W. Geissner, Deputy Commissioner  
Labor Relations Bureau

Date:

4/29/82

Barbara L. Sundquist  
Barbara L. Sundquist, Commissioner  
Department of Employee Relations

Date:

4/29/82

Unit 9 (State University Instructional Unit)

Proposed Contract Fiscal Analysis

I. Economic Costs

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$104,151,000	\$16,590,000
FICA & Retirement	14,401,000	2,315,000
Insurance	<u>6,009,000</u>	<u>945,000</u>
Total	\$124,561,000	\$19,850,000

II. Exclusive Representative -- Inter Faculty Organization/Minnesota Education Association

III. Bargaining Unit Composition -- All unclassified teaching, counseling, and library service faculty of the State University System

*Approx. 2,000 employees*

SUMMARY OF PROPOSED AGREEMENT WITH STATE UNIVERSITY FACULTY

*Salary + fringe benefits incr.*  
FY 1982 : 10.3 %  
FY 1983 : 10.0 %

I. Salaries

- F.Y. '82: - 5.25% schedule adjustment 7/1/81.
  - 4.8% equity adjustment to Associate Professor range effective the middle of Winter Quarter.
  - One step progression increase for returnees.
  - One step equity adjustment to faculty who are three steps away from appropriate step.
  - One step for promotion in academic rank.
  - Total of \$175,000 reserved for market/merit adjustments.
- F.Y. '83: - 3% schedule adjustment 7/1/82.
  - 4% schedule adjustment approximately the middle of Winter Quarter.
  - Continuation of step progression adjustments.
  - Completion of equity adjustments, Winter and Spring Quarters.
  - \$175,000 reserved for market/merit adjustments.

II. Fringe Benefits

- Continue current Health Insurance benefits; increase major medical from \$250,000 to \$500,000.
- Raise deductible from \$50 to \$100.
- Flat rate Employer Contribution:
  - F.Y. '82: Contribute up to total Blue Cross/Blue Shield rates for employee coverage.  
Contribute up to total Blue Cross/Blue Shield rates for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Blue Cross/Blue Shield employee and dependent coverage.
- Eliminate Health Testing.
- Continue current Dental Insurance Benefits.
- Flat rate Employer contribution
  - F.Y. '82: Contribute up to total Delta Dental rate for employee coverage.  
Contribute up to one-half Delta Dental rate for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Delta Dental employee coverage.  
Contribute up to 50% of the cost of Delta Dental dependent coverage.
- Eliminate \$500 Death Benefit.
- Increase Life Insurance to \$40,000 for employees earning over \$30,000.

AGREEMENT

Between

State University Board

and

Inter-Faculty Organization/  
Minnesota Education Association

Effective Through June 30, 1983



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## ARTICLE 1

### PARTIES

This Agreement is entered into by and between the State University Board hereinafter called the Employer and the Inter-Faculty Organization/ Minnesota Education Association hereinafter called the IFO/MEA.

## ARTICLE 2

### NON-DISCRIMINATION

Section A. Employer Responsibility. The Employer accepts its responsibility to insure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, or any other class or group distinction, as set forth by state or federal anti-discrimination laws.

Section B. IFO/MEA Responsibility. The IFO/MEA accepts its responsibility as exclusive bargaining representative, and agrees to represent all employees in the bargaining unit without discrimination as to race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, or any other class or group distinction, as set forth by federal and state anti-discrimination laws.

Section C. Jurisdiction. The parties recognize that jurisdiction for the enforcement of such anti-discrimination laws referred to in Section A and B hereof is vested solely in various state and federal agencies and the courts and, therefore, complaints regarding such matters shall not be subject to the Grievance Procedure but shall be referred by the aggrieved party to the appropriate state and federal agencies.

Section D. Association Membership. There shall be no discrimination by the Employer or the Administration because of membership or non-membership in the IFO/MEA, or because of activities on behalf of the IFO/MEA, nor shall any attempt be made to discourage or encourage membership in the IFO/MEA.

## ARTICLE 3

### RECOGNITION

Section A. Recognition. Pursuant to the Minnesota Public Employment Labor Relations Act of 1971, as amended, the Employer recognizes the IFO/MEA as the exclusive representative of the faculty, in the appropriate unit as described in the decision of the Public Employment Relations Board in cases 72-PR-180, 73-PR-414-A and 73-PR-431-A dated January 24, 1975, and the Bureau of Mediation Services decision in cases 72-PR-180-A, 73-PR-414-A and 73-PR-431-A dated April 24, 1975, and case 80-PR-1305-A, dated June 30, 1980.

Section B. Exclusive Right. The Employer will not meet and negotiate or meet and confer with any faculty member or any group which includes faculty who are included in the appropriate unit, except through the exclusive representative.

Section C. Unit Disputes. The parties will attempt to resolve disputes over bargaining unit inclusion or exclusion of new or revised positions. In the event the parties fail to reach agreement within thirty (30) days as to the inclusion or exclusion of such positions, either party may refer the matter to the Bureau of Mediation Services for determination.

## ARTICLE 4

### ACADEMIC FREEDOM

Section A. Policy. It shall be the policy of the State University System to maintain and encourage full freedom, within the law, of inquiry, teaching, and research. The Employer shall not discriminate against a faculty member for engaging in political activities or holding or voicing political views, so long as the exercise of this right does not interfere with his/her responsibility as a faculty member.

Section B Prohibition. The Employer agrees not to use any mechanical or electronic listening or recording devices except with the faculty member's express consent, and to inform the IFO/MEA if that consent is given; provided, however, that nothing herein shall be construed to preclude the recording of formal proceedings where a record or minutes are customarily maintained.

Section C. Faculty Rights and Obligations. In the exercise of academic freedom the faculty member may, without limitation, discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of persistently discussing in the classroom matter which has no relation to the course subject. In extramural utterances, the faculty member has an obligation to not represent himself/herself as an institutional spokesperson, unless so designated by the President.

Section D. Research and Publication. A faculty member is entitled to full freedom in research and in the publication of results, so long as he/she fulfills the requirements of his/her other academic duties.

## ARTICLE 5

### DEFINITIONS

#### Section A. Definitions

Subd. 1. Service. When a written notice or a written response is required to be given under the terms of this Agreement, such notice or response shall be made by personal service or service by certified mail. When service is by certified mail, it shall be deemed complete upon mailing. When written notice or response is to be sent to a faculty member, it shall be sufficient service if mailed to the last known home address of the faculty member as shown on university records. Personal service shall be deemed complete when the notice or response is handed to or receipted by the party to whom directed.

Subd. 2. P.E.L.R.A. "P.E.L.R.A." shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Subd. 3. Employer. "Employer" shall mean the State University Board or its designees.

Subd. 4. Administration. "Administration" shall mean the Chancellor of the State University System, University Presidents, and designees.

Subd. 5. Employee(s), Faculty and Faculty Member. "Employee" or "Faculty Member" shall mean a member of the appropriate unit as described in this Agreement. "Employees" or "faculty" shall mean all members of the appropriate unit as described in this Agreement.

Subd. 6. IFO/MEA. "IFO/MEA" shall refer to the exclusive representative.

Subd. 7. Association. "Association" shall mean the local IFO chapters (Faculty Associations) at each member university of the State University System.

Subd. 8. President. "President" shall refer to the Presidents of each member university of the State University System.

Subd. 9. Chancellor. "Chancellor" shall refer to the Chancellor of the State University System.

Subd. 10. State University Board or Board. "State University Board" or "Board" shall mean the State University Board of Minnesota.

Subd. 11. Meet and Confer. "Meet and confer" shall mean the exchange of views and concerns between employers and their respective employees.

Subd. 12. Academic Year. "Academic year" is defined as beginning with the start of the Fall academic term and ending with the completion of the Spring academic term. At Metropolitan State University, the academic year shall begin on July 1 of each year and shall end on June 30 of the following year.

Subd. 13. Duty Day. "Duty day" shall mean a day included in the university calendar or individual faculty member's contract on which a faculty member engages in duties as described in this Agreement.

Subd. 14. Immediate Supervisor. "Immediate supervisor" shall mean dean or other individual, not a member of the bargaining unit, who has supervisory authority over faculty.

Subd. 15. Program. "Program" shall mean units in which a major and/or minor area of curricular study is normally available.



## ARTICLE 6

### ASSOCIATION RIGHTS

#### Section A. Dues Check-Off.

Subd. 1. The Employer agrees to cooperate with the Department of Finance and the IFO/MEA in facilitating the deduction of membership dues established by the IFO/MEA from the salary of each faculty member who has authorized such deduction in writing. The aggregate deductions of all faculty members shall be remitted together with an itemized statement to the IFO/MEA office no later than fifteen (15) calendar days following the end of each payroll period.

Subd. 2. In accordance with Minnesota Statutes, the IFO/MEA may request the Employer to check-off a Fair Share fee for each member of the unit who is not a member of the IFO/MEA.

Subd. 3. The IFO/MEA agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by a faculty member as a result of any action taken in accordance with the provisions of this section.

#### Section B. Meet and Confer.

Subd. 1. State IFO/MEA. The IFO/MEA shall have the right to meet and confer with the State University Board or designee(s) pursuant to Minnesota Statute 179.73. Arrangements for meet and confer sessions with the Board shall be in accordance with established Board procedures for meetings. If the meet and confer session is with the Board's designee the procedure shall be as follows.

A mutually acceptable time and place for such conferences shall be arranged upon request of either party. The Employer

shall provide the facilities. A written agenda and pertinent materials shall be submitted by the party requesting the meeting at least fourteen (14) days in advance of the scheduled meeting date. Additional matters may be placed on the agenda upon notice of either party. When the subject of meet and confer involves any one of the areas provided below, the other party shall have the right whenever possible to fourteen (14) calendar days from the time of the meet and confer in which to respond to the party who has placed the item on the agenda.

The IFO shall have the right to make policy recommendations, including but not limited to the following areas: budget planning and allocations, programs and program development, long-range planning, and development of campus facilities. Such recommendations may be made at meet and confer sessions, or by presentations at meetings of the State University Board. Also, subject matters for meet and confer meetings may include matters such as implementation of this Agreement. Nothing in this Section shall be construed to preclude other components of the university or System from making policy recommendations.

Subd. 2. University Meetings. The Association may establish a local committee to meet and confer with the President or when the President is not on campus, his/her designees, at least monthly for the purpose of discussing matters of mutual concern. The University shall provide the facilities and set a mutually acceptable time and place for such conferences upon a request of either party. A written agenda shall be submitted by the party requesting the meeting whenever possible at least five (5) duty days in advance of the scheduled meeting.

Additional matters may be placed on the agenda upon notice by

either party. When the subject of meet and confer involves any one of the areas provided below the other party shall have the right to ten (10) duty days from the time of the meet and confer in which to respond in writing to the party who has placed the item on the agenda. Either party may request a meet and confer for a response; the meeting to be held ten (10) duty days after the meet and confer session at which the topic was introduced. In such case no action shall be taken on the topic under consideration prior to the conclusion of this second meet and confer. Failure of the Association to meet and confer or to respond shall not prevent the administration from implementing decisions. The Association shall have the right to make policy recommendations, including but not limited to the following areas: curriculum, evaluating of students, graduation requirements, admission policies, budget planning and allocations, programs and program development, long-range planning, development of campus facilities and procedures for the selection of personnel. Also, subject matters for meet and confer meetings may include matters such as implementation of this Agreement. Nothing in this Section shall be construed to preclude other components of the University or System from making policy recommendations.

Section C. Information. The Employer and Administration agree to provide the IFO/MEA and Association with information pertaining to the System and University budgets, both present and proposed, and statistical/financial or other information necessary for the negotiation and implementation of collective bargaining agreements or the processing of grievances. Such information shall be supplied, as it becomes available, to the IFO/MEA and Association, upon its written request, and within a reasonable time

thereafter. This shall include monthly reports of additions and deletions to the unclassified payroll. It is understood that this Section shall not be construed to require the Employer to compile information and statistics in the form requested which are not already compiled in such form, unless mutually agreeable.

Section D. Communications. In each building containing offices assigned to members of the bargaining unit, the Administration shall set aside appropriate bulletin board space for IFO or Association use. The IFO or Association shall have the right to use the University distribution mail service for mailings to faculty members.

Section E. Copies of Agreements. The Employer shall print and distribute final copies of the Agreement to all members of the appropriate unit within forty-five (45) days after execution and legislative or legislative commission approval.

Section F. Association Membership. The Employer and Administration hereby agree that all employees of the State University System in this bargaining unit shall have the right to organize freely, join and support IFO/MEA and/or the Association for the purpose of engaging in collective bargaining.

Section G. IFO/Association Business. Duly authorized representatives of the IFO/Association shall be free to transact official IFO/Association business necessary to the performance of IFO/Association responsibilities to bargaining unit members, including grievance representation activities. Such business may be conducted on the campuses at reasonable time so long as it does not interfere with the normal functioning of the university.

Section H. Release Time for IFO President. Upon request of the IFO/MEA, the IFO/MEA President shall be granted release time from his/her university assigned workload in the amount requested. In the event that

the amount of release time is less than full time, the scheduling and amount of release time shall be subject to mutual agreement between the affected university, the IFO/MEA and the faculty member. The IFO/MEA shall reimburse the university on a monthly basis for the faculty member's salary and fringe benefits in a sum proportional to the amount of release time.

## ARTICLE 7

### MANAGEMENT RIGHTS

Except as expressly limited in this Agreement, the Employer reserves all management rights and management functions as provided by law to the State of Minnesota. The State and the Employer have the responsibility to make and enforce rules and regulations, subject to limitations of statutes, governing the affairs of the universities consistent with expressed provisions of this Agreement, recognizing that the primary obligation of the State University System is to provide higher education opportunities.

## ARTICLE 8

### AGREEMENT AGAINST LOCKOUTS AND STRIKES

Section A. Lock-Outs. No lock-out of faculty members shall be instituted by the Employer during the term of this Agreement.

Section B. Strikes. During the life of this Agreement, no strike of any kind, as defined in Minnesota Statutes 179.63, Subd. 12 shall be engaged in sanctioned or supported by the IFO/MEA, its officers, or agents. In the event the Employer alleges that any faculty member or faculty members are engaged in a strike, the IFO/MEA will, upon written notification, immediately notify such faculty member or faculty members in writing of the allegation and the implications of a strike. However, nothing in this Article shall be construed as a waiver by IFO/MEA of the rights of faculty members to conduct a permissible and legal strike pursuant to Minnesota Statutes 179.64.

## ARTICLE 9

### PERSONNEL FILES

Section A. Personnel Files. Each university shall maintain at the university one (1) official personnel file for each faculty member. Such file shall contain copies of personnel transactions, official correspondence with the faculty member, material collected in accordance with procedures established in Article 22, which may include summaries of unsigned student evaluations, as well as other similar materials. Unsigned letters or statements, other than those indicated above, shall not be placed in the faculty member's personnel file. Only those State University System employees whose job responsibilities require it, and who are designated by the President, or other persons specifically authorized by law, shall have access to a faculty member's personnel file.

Section B. Access. Consistent with law, each faculty member shall have access to his/her personnel file. Such access shall be during normal business hours under university supervision. A faculty member shall have the right to place in his/her file such material as he/she determines may have a bearing on his/her position as a faculty member, including statements in response to any items in his/her file.

Section C. Exclusive Representative. Representatives of the IFO/MEA, Association, or other persons, having written authorization from the faculty member concerned, may examine, under university supervision, the official file of that faculty member, except for the limitation provided in Section B hereof.

Section D. Right to Copies. Upon written request of the faculty member, the Employer shall provide to the faculty member copies of contents of his/her personnel file, except as limited in Section B



hereof, provided that the cost of providing such copies is borne by the faculty member.

A faculty member shall be provided a copy or written notice of an addition and/or modification of any non-routine material to the faculty member's personnel file, such as grants, letters of commendation or reprimand, seniority summaries, salary adjustments, and letters regarding retention, promotion, or tenure. Resolution of a grievance concerning the personnel file may include removal of material from the file.

Section E. Expiration. Annually, any material which a faculty member requests be removed from his/her file shall, with the approval of the President, be removed. Annually, the faculty member may have data removed from his/her file which is more than ten (10) years old, except that which is required by law to be kept therein or material whose removal, in the opinion of the Attorney General's Office, might subject the university to suit for damages.

## ARTICLE 10

### WORKLOAD

#### Section A. Teaching Faculty Workload.

Subd. 1. A faculty member's teaching load shall not exceed fourteen (14) undergraduate credit hours per academic quarter nor thirty-six (36) undergraduate credit hours per academic year.

a. For purposes of calculating teaching load, three (3) graduate credits shall be the equivalent of four (4) undergraduate credits, and a four (4) credit graduate course shall be the equivalent of a five (5) credit undergraduate course. Graduate equivalency shall apply only to courses exclusively for graduate students.

b. By June 30, 1983:

(1) Undergraduate studio courses, activity courses, and private lessons shall be credited on a basis of at least one (1) credit hour for each two (2) contact hours.

(2) Undergraduate laboratory courses shall be credited on the basis of one (1) credit hour for each lecture hour and at least one (1) credit hour for each two (2) laboratory hours.

Subd. 2. Normally, the faculty member will be responsible for ten (10) hours weekly for student advising and other contacts with students. Additionally, as professionals, a substantial amount of the faculty member's workload shall be devoted to course and class preparation, the evaluation of student performance, committee assignments, research, community service,

as well as the maintenance of professional expertise and other similar professional activities. These endeavors shall make up the balance of the faculty member's workload.

Section B. Non-Teaching Faculty Workload. All members of the non-teaching faculty such as those involved in library/learning resources, counseling center, student teacher supervision, full-time intern supervision, and laboratory school teaching/supervision who are members of the appropriate unit shall enjoy full faculty status with all the privileges and responsibilities pertaining thereto. The workload of a non-teaching faculty member shall normally average forty (40) hours within a five-day week.

Subd. 1. Librarians. Librarians shall be responsible for implementation of library services to support the mission and philosophy of each institution. Librarians on each campus shall recommend to the administration objectives and methods for library services giving priority to providing services necessary to fulfill the educational needs of students and instructional needs of faculty. The Administration on each campus, after consultation with the librarians, shall schedule the library services.

Subd. 2. Counseling Center Faculty Members. The workload of a counseling center faculty member shall include client contact hours, preparation for and evaluation of client contacts, maintenance of professional expertise, crisis intervention and other professional activities.

Subd. 3. Student Teacher Supervisors. The full workload for the academic year of supervisors of student teachers shall be determined by the president after meeting and conferring with the Association. The meet and confer session shall include consideration of faculty/student teacher ratios, and travel requirements.

Subd. 4. Exceptions. For those non-teaching faculty members whose work involves classroom teaching or other special duties and/or projects, the Administration shall assign duties in a manner that will result in a total workload consistent with that of a non-teaching faculty member whose workload does not include a teaching assignment or other special duties and/or projects.

Section C. Excess Workload. An excess workload may be agreed to by the faculty member and the president or his/her designee subject to provisions of Article 12.

Section D. Duty Days.

Subd. 1. Regular Contracts. The duty year for regular contract faculty members shall consist of 168 duty days within the academic year. Duty days shall not be scheduled on New Years Day, Presidents' Day\*, Memorial Day, Labor Day, Columbus Day\*, Veterans Day\*, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve Day, Christmas Day, and Good Friday.

\*The president may, after meeting and conferring with the Association, designate alternate non-duty days for the observance of these days for academic units when such revisions are in the best interest of the university.

Subd. 2. Extended Contracts. Faculty members appointed to a duty year which exceeds the 168 duty days as provided in Subd. 1 hereof shall receive a pro-rata salary adjustment. The scheduling of extra duty days shall be determined in consultation with the faculty member consistent with the needs of the university. Extra duty days normally shall not be scheduled on the days indicated in Subd. 1.

Subd. 3. Limited Contracts. Limited implies a reduced workload during the whole of the academic year, or a full or reduced

workload during portions of the academic year.

- a. Reduced Contracts. Reduced contracts, pursuant to M.S. 354.56 may be granted by the President to those faculty members who meet statutory eligibility criteria. Non-teaching faculty members must work less than twenty-four (24) hours per week over one (1) year in order to qualify for a reduced contract. A teaching faculty member must work less than 60% of an annual full-time load as defined in Section A above.

A faculty member on a reduced contract shall be reinstated to full-time duties upon his/her request, provided the request is made to the President not later than March 1 of the previous year.

- b. Part-time Contracts. Part-time faculty members with an appointment other than that covered in a. above shall receive salary on a pro-rata basis, and shall be eligible for fringe benefits as listed elsewhere in this agreement.

Section E. Academic Calendar. The academic calendar of each university shall be established by the President. Prior to establishing or making changes in the calendar, the President or his/her designee, shall afford opportunity to meet and confer with the Association.

Section F. Delegate Assembly. Effective with the calendar for the 1981-82 academic year, there shall be one (1) designated non-duty day for the IFO/MEA Delegate Assembly; this day shall be scheduled on the last Friday in March. Also, the day of the MEA Representative Assembly each year shall be a non-duty day.

## ARTICLE 11

### SALARIES

Section A. Salaries. Effective July 1, 1981, salaries of faculty members covered by this agreement shall be as set forth below, and shall be considered full-time nine-month (168 duty days) base salaries:

<u>Step</u>	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
0	\$12,681	\$16,030	\$18,450	\$22,256
1	13,289	16,799	19,337	23,326
2	13,927	17,606	20,265	24,444
3	14,595	18,450	21,237	25,618
4	15,296	19,337	22,256	26,847
5	16,030	20,265	23,326	28,136
6	16,799	21,237	24,444	29,487
7	17,606	22,256	25,618	30,901
8	18,450	23,326	26,847	32,385
9	19,337	24,444	28,136	33,940

Section B. Salary Increases for F.Y. 1982.

Subd. 1. All faculty members who were in the bargaining unit in F.Y. 1981 and who return in F.Y. 1982 shall be increased one (1) step in their calculated step placement and actual step placement upon the salary schedule, unless the individual is already at step nine (9).

Subd. 2. All faculty members who were promoted effective F.Y. 1982 shall be moved to the proper lane at the step equivalent to their salary after adjustment in Subd. 1 above, and shall then be granted an additional one (1) step increase. The promoted faculty member's calculated step placement discrepancy shall be moved to his/her new rank for possible further adjustments according to the provisions of Subd. 3 of this section.

Subd. 3. Effective July 1, 1981, all returning faculty members who are three (3) steps away from their calculated step placement shall be moved to two (2) steps away from their calculated step placement.

Subd. 4. New faculty members appointed in F.Y. 1981 shall be placed at the step on the schedule in the appropriate lane which is nearest to but not less than the salary offered on appointment. New faculty members appointed in F.Y. 1981 or thereafter shall be deemed to have been placed upon the appropriate steps on appointment, and no further step placement calculations shall be made.

Subd. 5. All instructors shall be promoted to Assistant Professor upon being granted tenure. This provision shall apply to all instructors who currently hold tenure effective July 1, 1981.

Section C. Effective eighty-four (84) days after the beginning of the fall quarter of 1981-82, salaries of faculty members covered by this agreement shall be as set forth below, and shall be considered full-time nine-month (168 duty days) base salaries:

After 84 Days

<u>Step</u>	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
0	\$12,681	\$16,030	\$19,337	\$22,256
1	13,289	16,799	20,265	23,326
2	13,927	17,606	21,237	24,444
3	14,595	18,450	22,256	25,618
4	15,296	19,337	23,326	26,487
5	16,030	20,265	24,444	28,136
6	16,799	21,237	25,618	29,487
7	17,606	22,256	26,847	30,901
8	18,450	23,326	28,136	32,385
9	19,337	24,444	29,487	33,940

Section D. Salaries for F.Y. 1983. Effective July 1, 1982, salaries of faculty members covered by this agreement shall be as set forth below, and shall be considered full-time nine-month (168 duty days) base salaries:

July 1, 1982

<u>Step</u>	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
0	\$13,061	\$16,511	\$19,917	\$22,924
1	13,688	17,303	20,873	24,026
2	14,345	18,134	21,874	25,177
3	15,033	19,004	22,924	26,387
4	15,755	19,917	24,026	27,652
5	16,511	20,873	25,177	28,980
6	17,303	21,874	26,387	30,372
7	18,134	22,924	27,652	31,828
8	19,004	24,026	28,980	33,357
9	19,917	25,177	30,372	34,958

Section E. Salary Increases for F.Y. 1983.

Subd. 1. All faculty members who were in the bargaining unit in F.Y. 1982 and who return in F.Y. 1983 shall be increased one (1) step in their calculated step placement and actual step placement upon the salary schedule, unless the individual is already at step nine (9).

Subd. 2. All faculty members who were promoted effective F.Y. 1983 shall be moved to the proper lane at the step equivalent to their salary after the adjustment in Subd. 1 above, and shall then be granted an additional one (1) step increase. The promoted faculty member's calculated step placement discrepancy shall be moved to his/her new rank for possible further adjustments according to the provisions of Subds. 3 and 4 of this section.

Subd. 3. Commencing with the first payroll period after fifty-six (56) duty days after the beginning of the fall quarter, all returning faculty members who are two (2) steps away from their calculated step placement shall be moved to one (1) step away from their calculated step placement.

Subd. 4. Commencing with the first payroll period after one hundred twelve (112) duty days after the beginning of the fall quarter, all returning faculty members who are



one (1) step away from their calculated step placement shall be moved to their calculated step placement.

Section F. Salaries. Effective eighty-four (84) days after the beginning of the fall quarter of 1982-83, salaries of faculty members covered by this agreement shall be as set forth below, and shall be considered full-time nine-month (168 duty days) base salaries:

After 84 Days

<u>Step</u>	<u>Instructor</u>	<u>Assistant Professor</u>	<u>Associate Professor</u>	<u>Professor</u>
0	\$13,583	\$17,171	\$20,714	\$23,841
1	14,236	17,995	21,708	24,987
2	14,919	18,859	22,749	26,184
3	15,634	19,764	23,841	27,442
4	16,385	20,714	24,987	28,758
5	17,171	21,708	26,184	30,139
6	17,995	22,749	27,442	31,587
7	18,859	23,841	28,758	33,101
8	19,764	24,987	30,139	34,691
9	20,714	26,184	31,587	36,356

Section G. Market factors and outstanding contributions by faculty members to their profession, university, or university community may be acknowledged by financial award or other forms of recognition. The distribution of money shall be contingent upon availability of funds.

A market factor adjustment shall not exceed a one-step improvement on the salary schedule.

Outstanding contributions by faculty members to their profession, university, or university community shall be recognized on a one-time basis.

The total funds to be distributed for market factors and outstanding contributions shall be \$175,000 for each year of the biennium.

## ARTICLE 12

### OVERLOAD PAY

Section A. Definition. An overload shall be defined as a specific assignment, acceptable to the faculty member and approved by the President or his/her designee, occurring within a faculty member's period of appointment, which is in excess of the faculty member's workload as defined in Article 10 and in Article 13, Section A.

. Section B. Compensation. Overload compensation shall be granted to faculty members for approved assignments involving the teaching of courses, workshops, seminars, and institutes in addition to the workload as defined in Article 10 and in Article 13, Section A. Such overload compensation shall be at the rate of 1.5% of the faculty member's nine-month base salary, but not less than \$350.00, for each quarter credit hour. However, pro-rata reductions in this rate of compensation may be implemented by the President or his/her designee when there is less than full student enrollment in a self-supporting course, workshop, seminar, or institute.

Section C. Application. This article shall apply in its application to Article 10, Section A, Subd. 1, and to Article 13, Section A, only where the regularly scheduled and assigned classroom teaching workload of a teaching faculty member exceeds fourteen (14) credit hours per academic quarter or thirty-six (36) credit hours per academic year. Examples of activities excluded from Overload Pay include, but are not limited to, the following: internship, independent studies, student teacher supervision, graduate thesis supervision, tutoring, studios and related kinds of individualized instruction, the pyramiding of multi-level courses, and substitution for an absent faculty member on a short-term basis.

## ARTICLE 13

### SUMMER SESSIONS

Section A. Workload. A full-time summer session workload shall consist of six (6) to eight (8) credit hours. In calculating credits, Article 10 shall apply, except as noted in Section F below.

Section B. Duty Days. A summer session shall consist of twenty-five (25) consecutive duty days, including days when registration, classes, holidays, and examinations are scheduled.

Section C. Salaries. A faculty member who accepted an assignment for a full-time summer session workload in 1981 shall have his/her compensation adjusted to the rate of 11% of the F.Y. 1981 base salary, but not less than the salary already paid. A faculty member accepting an assignment for a full-time summer session workload in 1982 shall be compensated at a rate which is 11% of the F.Y. 1982 base salary, but not less than \$2,500. Salaries for summer session assignments involving less than a full-time summer session workload as defined in Section A above shall be pro-rated.

Section D. Assignment. Procedures for assigning positions shall be reviewed and determined annually at a meet and confer session with the Association.

Section E. Overload. Faculty members who perform teaching assignments in excess of a full-time workload during summer sessions shall receive overload pay as described in Article 12.

Section F. Graduate Studies. There shall be no pro-ration of graduate credits (as provided in Article 10, Section A, Subd. 1) in the calculation of summer session workload.

## ARTICLE 14

### INSURANCE

Section A. Group Insurance. The Employer agrees to maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of insurance and the certificates issued thereunder. 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.

Section B. 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>168 Duty Day Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death &amp; Dismemberment-Principal Sum</u>
\$20,000 or less	\$20,000	\$20,000
\$20,000 - \$30,000	30,000	30,000
Over \$30,000	40,000	40,000

Section C. Employer Contribution for Health Insurance. Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total Blue Cross and Blue Shield insurance premium not to exceed the total cost for employee coverage.

Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total dependent

Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan, or any other plan offered by the Employer. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section D. Employer Contribution for Dental Insurance. Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section A above.

Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall pay one-half ( $\frac{1}{2}$ ) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to one-half ( $\frac{1}{2}$ ) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer.

Section E. Optional Insurance. Up to \$100,000 additional life insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 for each dependent and up to one-half ( $\frac{1}{2}$ ) the principal sum carried by the employee for the spouse shall also be available for purchase.

The Employer shall continue to make available all other existing optional insurance coverages.

Section F. Group Premium for Early Retirement. Employees who retire from state service prior to age sixty-five (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 insurance plans as set forth in Minn. Stat. 43A.27, Subd. 3.

Section G. Life Insurance -- Retired Employees. Employees retiring on or after July 1, 1981, will be entitled to a five-hundred dollar (\$500.00) death benefit provided the employee is eligible for and receiving benefits under a state retirement program. A \$500.00 death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled after July 1, 1981, and who at the time of death is receiving a state disability benefit and is eligible for a deferred annuity under a state retirement program.

Section H. Insurance Coverage for Laid Off Faculty Members. All eligible tenured faculty members who have been laid off pursuant to the provisions of Article 23 shall continue to be eligible to receive the benefits provided in this Article for a period of six (6) months

from the effective date of lay off. Such faculty members shall have the option to continue to participate in the group insurance programs in accordance with Article 23.

Section I. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections C and D above during the period August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period nearest October 1 in each year.

Section J. Eligibility for Employer Paid Benefits. An employee who is employed for at least seventy-five percent (75%) of a regular academic year (the 75% minimum requirement can be either a 168 duty day contract at .75 load or a contract for 75% of 168 duty days at full load or some equivalent combination) shall be eligible for Employer paid benefits. A faculty member initially hired during the academic year on a tenured or probationary contract may receive state benefits if the initial tenured or probationary contract is for a minimum of .75 load for the duration of that initial contract.

Benefits shall become effective on the first day of the first payroll period beginning on or after the twenty-eighth (28th) calendar day following the first day of employment. An employee must be actively at work on the effective date of coverage except that an employee who is on a paid leave on the date state 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 is covered.

Benefits provided under this Article shall continue as long as an employee meets the basic eligibility requirements. An employee eligible

for basic coverage paid by the Employer shall have such coverage maintained during the period of a sabbatical leave. Coverage will continue when an employee is off the payroll due to work related injury or disability and is either receiving workers' compensation payments or on leave of absence as provided in Article 17. Sick leave cannot be used for the purpose of continuing state paid insurance by keeping an employee on the state payroll for one (1) working day per pay period during the time the employee is on an unpaid leave of absence. .

Coverage will terminate at the end of the payroll period of the effective date of resignation, termination, or non-renewal. However, a fixed-term employee will cease to be covered at the expiration date of his/her contract, unless notice is provided by the President by May 1 of each year that the employee will be rehired.

Employees on leaves without pay may continue their insurance coverage at the Employer's expense in accordance with Article 18, Section D; employees on any other type of unpaid leave of absences may continue insurance for up to one (1) year at their own expense. Any employee who resigns, is terminated, or not rehired at any time shall be given a notice of eligibility to continue insurance at his/her expense for six (6) months.

For employees age sixty-five (65) and over, insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally sponsored Medicare program.

Section K. Employee Paid Benefits. An employee employed on the basis of 50% to 75% of a regular academic year may, at his or her own expense, elect to be covered by the benefits provided for in this Article.



## ARTICLE 15

### TRAVEL

Section A. Reimbursement. Faculty members engaged in expressly assigned travel by the Employer shall be reimbursed for expenses actually incurred while in travel status in accordance with the travel regulations established by the State University Board. Copies of current travel regulations shall be readily available on each campus.

Section B. Use of Private Vehicles. Whenever practicable, state-owned vehicles shall be made available to faculty members required to travel on behalf of the Employer. The President may elect to allow members to use personal vehicles on a case-by-case basis and reimburse the mileage resulting at the rate provided under state travel regulations. Except for emergency circumstances, or when defined by the President as a condition of employment at the time of initial employment or thereafter when agreed to by both parties, a faculty member shall not be required to use a personal vehicle for university purposes.

Section C. Professional Travel. For each fiscal year (1981-82; 1982-83) of this Agreement, each academic department will be allocated professional travel funds at the rate of \$150 per each full-time equivalent faculty member in the department as of the beginning of each fiscal year. The membership of each department shall, through a democratic process, determine an equitable procedure for the distribution of such funds to the faculty members. Funds provided by this Section shall be used only for financing travel to professional conferences, workshops, and similar meetings for professional development of the faculty member.

## ARTICLE XVI

### SEVERANCE PAY

Section A. Eligibility. Severance pay shall be granted to employees in accordance with the following provisions:

Subd. 1. All faculty members who have accrued twenty (20) years of service in the State University System shall receive severance pay upon separation from the System.

Subd. 2. Probationary and tenured faculty members who have fewer than twenty (20) years of service in the State University System shall receive severance pay upon mandatory retirement, death, or permanent lay-off. Faculty members on fixed-term appointments, other than those funded by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer, who have at least ten (10) years of service in the State University System shall receive severance pay upon mandatory retirement, death, or discontinuance of employment. Fixed-term faculty members in positions funded by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer may, after ten (10) years of service in the State University System, receive severance pay in the event of mandatory retirement, death, or discontinuance of employment to the extent the funding source permits. In the event of death, such benefit shall be made to the beneficiary designated by the faculty member under the Minnesota Teachers Retirement Association.

Subd. 3. Faculty members who retire from the State University System after ten (10) years of service, and who are eligible for and receive an annuity under a state retirement program shall also receive severance pay.

Section B. Computation. Severance pay shall be computed at 40% of

the faculty member's regular accumulated but unused sick leave balance multiplied by the faculty member's regular daily rate of pay at the time of separation. The base for computing severance pay shall not exceed 125 days. Should the faculty member have less than 125 days of regular sick leave accumulated, the difference may be transferred from lapsed sick leave for purposes of calculation of severance pay.

Section C. Reappointment. In the event a faculty member who has received severance pay is subsequently reappointed to the State University System, future severance pay for that individual shall be computed upon his/her unused sick leave balance accumulated since the reappointment.

Section D. Separation Incentive.

Subd. 1. Eligibility. In addition to the above, any faculty member who has served at least fifteen (15) years in the State University System and is at least fifty-five (55) years of age shall be eligible for early separation.

Subd. 2. Compensation. An eligible faculty member who elects early separation through resignation or early retirement shall receive compensation equal to his/her base salary. Subsequent to July 1, 1982, an eligible faculty member who elects such early separation shall receive compensation equal to his/her base salary minus 10% of his/her base salary for each year beyond age fifty-five (55). The faculty member shall receive the compensation in two equal annual payments, the first upon separation and the second in the following year, or on other reasonable terms as conveyed by the faculty member and accepted by the administration.

Subd. 3. Maintenance of Benefits. The separated faculty member shall have the right to continue, at the employer's expense, health insurance benefits for one year after separation.

Subd. 4. Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations.

## ARTICLE 17

### PAID LEAVES OF ABSENCE

#### Section A. Sick Leave.

Subd. 1. Fifteen (15) duty days of sick leave shall be credited to all new full-time faculty members at the time of their employment to cover possible disability during the first fifteen (15) months of employment. Beginning with the 16th month of employment, each faculty member will be credited with one (1) additional day of sick leave for each succeeding month or portion thereof of employment completed within the regular academic year, but not to exceed three (3) days per quarter, plus one and one-half (1½) days for each single summer session and three (3) days for each double summer session employed.

Subd. 2. Unused sick leave may accumulate to a total of one hundred twenty-five (125) days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to his/her credit. In the event that a faculty member with an illness exhausts his/her current accumulated sick leave, and has lapsed sick leave recorded to his/her credit, additional sick leave shall be granted by the President upon valid medical documentation, to the extent required by the employee's illness, but not to exceed the total amount of his/her lapsed sick leave.

Subd. 3. Faculty members on a full-time fixed-term appointment as provided for in Article 21, Section B, Appointment of Faculty, shall be credited upon initial employment with one (1) day of sick leave for each month of service.

Subd. 4. Individuals commencing employment on less than a full-time basis shall be given sick leave credit as described

in this Section, at the commencement of employment on a pro-rata basis. Such part-time faculty members shall accumulate sick leave on the basis of one (1) day per month employed pro-rated by the fraction of the time employed. Use of sick leave for such faculty members shall be deducted on a pro-rata basis according to the fraction of the time employed at the time of leave.

Subd. 5. Sick leave shall be granted by the President for absences made necessary by reason of illness or disability, including temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom; by exposure to contagious disease which may endanger the individual or the public health; or by illness in the immediate family of the faculty member, making it necessary that the faculty member be absent from his/her duties. In the case of absence for illness of members of the immediate family, the term "immediate family" shall be defined to include the spouse, brothers, sisters, children, ward, parents or parents of the spouse living in the faculty member's household. The President may extend the provisions to include other residents of the household.

Subd. 6. Any faculty member re-employed within one (1) year at the same or at any other university within the System shall have unused accumulated sick leave reinstituted and posted to the employee's credit in the records of the employing university, provided such sick leave was accrued in accordance with the provisions of this Agreement and provided such sick leave has not been used in the calculation of severance pay.

Subd. 7. All unused sick leave earned prior to ratification of

this Agreement shall remain in full force and effect, and shall be credited fully to each faculty member's sick leave accumulation.

Section B. Bereavement Leave. The use of a reasonable period of leave, up to five (5) days per occurrence, shall be granted in case of a death in the immediate family. The term "immediate family" shall be construed to mean the spouse, the parents, guardian, children, grandchildren, brothers, sisters, grandparents, or wards of either the faculty member or faculty member's spouse. Bereavement leave shall not be deducted from sick leave in the case of relatives of the faculty member or the spouse's parents. Bereavement leave shall be deducted from sick leave in the case of other relatives of the spouse. Additional time may be allowed by the President depending upon circumstances.

Section C. Military Leave of Absence. Faculty members who are members of the state or federal armed service are entitled to leave of absence with pay as defined in Minnesota Statutes.

Section D. Court Related Leaves of Absence with Pay. Faculty members shall be granted a leave of absence with pay for:

Subd. 1. Service upon a jury.

Subd. 2. Appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to subpoena or other direction by proper authority. If the faculty member is the plaintiff, the faculty member shall reimburse the university for expenses incurred for a substitute not to exceed the faculty member's salary for the work days missed.

Subd. 3. Attendance in court in connection with a faculty member's official duty, such attendance including the time required in going to the court and returning to the faculty member's place of work.

Section E. Emergency/Personal Leave. A faculty member may be granted up to three (3) days (non-cumulative) of emergency or personal leave per fiscal year for situations not covered by other provisions of this Agreement that arise necessitating the absence of the faculty member from the campus. Whenever possible, the faculty member shall apply for prior approval of the leave by the President.

Section F. Sabbatical Leave.

Subd. 1. The President may grant a sabbatical leave to an eligible faculty member who proposes to undertake a scholarly research project, additional study or other endeavor that will enhance the faculty member's contribution to the university. At the beginning of each fall quarter, the President, after meeting and conferring with the Association, will establish a schedule for application, for consideration and announcement of the sabbatical leaves.

Subd. 2. In order to be eligible for sabbatical leave, a faculty member must have completed at least six (6) years of service at the university since the faculty member's initial date of employment, or since the expiration of such faculty member's previous sabbatical leave. The granting of sabbatical leave shall be contingent upon the President's determination that funds are available for this purpose and that staffing requirements of the university can be met. Where sabbatical leave is denied, reasons therefor shall be communicated to the faculty member in writing. However, the faculty member shall be granted a full year sabbatical, upon request, after completion of ten (10) years of service, or since the expiration of the faculty member's last previous sabbatical leave, subject to Subd. 3 below. Should more than 25% of the faculty of any

particular department or program be eligible for and request such a leave, the president shall grant such leave to the 25% who are most senior, and delay the grant of leave to other faculty until the following year. The president may grant such sabbatical leaves for two (2) quarters or (1) quarter where financially and programmatically feasible. The granting of such partial-year sabbaticals shall be based upon years of seniority since the last sabbatical or the years of seniority at the university if the faculty member has never been granted a sabbatical leave; in case of a tie, the faculty member with the longer continuous service with the university shall have priority. Leaves taken for reasons of professional improvement directly relating to the faculty member's university responsibilities shall be counted as time served towards eligibility for sabbatical leave. A full year's credit shall be given for each year of such leave but shall not exceed two years.

Subd. 3. The faculty member's proposal for sabbatical leave shall include a written plan consistent with the purposes outlined in Subd. 1 above and an indication of the quarter(s) that the faculty member intends to be on leave. The faculty member shall agree in writing to return to the university for at least one (1) year of service after the conclusion of the sabbatical. In the event the faculty member fails to follow the broad outline of his/her plan or to return to the university for one (1) year of service after the conclusion of the sabbatical, the faculty member shall refund to the university such funds awarded during that sabbatical period.

Subd. 4. Sabbatical leaves may be granted for one quarter at full base salary, for two quarters at 2/3 of base salary, or



for a full academic year at 1/2 of base salary. For part-time faculty members, the amount of sabbatical pay shall be adjusted pro-rata.

Subd. 5. Faculty members on sabbatical leave may accept scholarships, fellowships, grants, or employment during the sabbatical leave, provided such scholarships, fellowships, grants, or employment afford experience which serves the purpose of the sabbatical leave.

Subd. 6. Faculty members at universities operating on other than a quarter system shall be afforded leave options equivalent to those provided above.

Subd. 7. A faculty member shall be eligible for continued group insurance benefits as provided by law during the course of the leave.

Section G. Accrued Benefits. A faculty member while on leave shall retain all rights and accumulated benefits. Such benefits shall continue to accrue for the period of time that a faculty member is on leave pursuant to this Article.

## ARTICLE 18

### LEAVES WITHOUT PAY

#### Section A. Leaves.

Subd. 1. General Leaves. A faculty member may request a leave of absence for valid reasons, for an initial period not to exceed two (2) years. A request for leave shall be made as early as practicable and shall include a statement as to the purpose for which the leave is requested, including its value to the faculty member and the University. The President shall consider the effect of such a leave upon the University, and a request shall not be arbitrarily denied. A general leave of absence beyond two (2) consecutive years may be granted at the discretion of the President.

Subd. 2. Educational Leave. The President may grant an educational leave at the request of the faculty member when the purpose of the leave is to work toward certification or an advanced degree, if the request is made in a reasonable time in advance of the leave. Such requests shall not be unreasonably denied. Upon return to the University the faculty member shall be entitled to credit for years of seniority accumulated during and prior to the leave. Normally, an educational leave will not extend beyond two (2) years, but may be extended by the President.

Subd. 3. Extended Leaves. Extended leaves of absence of at least three (3) but no more than five (5) years may be granted in accordance with M.S. 136.88. Notwithstanding any other section of this Agreement, retention and accrual of all rights and benefits for faculty on extended leave shall be governed by M.S. 136.88.

Section B. Parental Leave. Upon request, a parental leave of absence without pay shall be granted to natural or adoptive parents. Faculty members who intend to use parental leave according to the provisions of this Section should notify the Administration as soon as it is practicable. The leave shall commence on the date requested by the faculty member, and shall continue for a period up to nine (9) months; however, when feasible, an effort should be made to begin and end a leave coincidental with the beginning of academic quarters. Parental leave may be extended for an additional nine (9) months upon application to and approval by the Administration.

Section C. Maintenance of Benefits. While on unpaid leave the faculty member shall have the right to continue, to the extent permitted by law, any or all benefits, provided any direct cost resulting therefrom is reimbursed to the Employer by the faculty member.

Section D. Accrued Benefits. A faculty member while on leave shall retain all rights and accumulated benefits. A faculty member on leave pursuant to Section A, Subd. 2 of this Article or a tenured faculty member on General or Extended leave of absence for purposes judged by the President to be of benefit to the institution, such as service or employment in the area of their expertise, shall be entitled to credit for years of seniority for purposes of layoff accumulated during the leave, and shall be entitled to continuation of insurance benefits, unless provided through outside employment during the leave.

## ARTICLE 19

### NOTICE OF VACANCIES

Notice of any vacancies in the State University System shall be made known to the faculty by means of posting on bulletin boards designated for such purposes, and shall be included in the University/President's newsletter, and shall be sent to the IFO/MEA simultaneously with any other publication of the vacancies. Notification to faculty who are not successful applicants shall be sent prior to the announcement of the name of the successful applicant.

## ARTICLE 20

### DEPARTMENTS AND DEPARTMENT CHAIRPERSONS

#### Section A. Departments.

Subd. 1. The President may, after meeting and conferring, designate various academic departments consistent with the institution's mission and academic scope of activity.

Subd. 2. All faculty members shall be members of at least one (1) department or equivalent administrative unit. Nothing in this Article shall be construed to compel the Employer to have a chairperson in any given department.

Subd. 3. Departments shall have the right to establish through a democratic process and in a manner consistent with university procedures, departmental policies, procedures and schedules. The department may make recommendations, forwarded through the department chairperson, on its own behalf concerning such matters as personnel actions, budgetary matters, teaching assignments, the departmental curriculum, classroom and equivalent duty schedules, etc.. The department shall establish appropriate committees as the need arises.

#### Section B. Department Chairpersons.

Subd. 1. The responsibility of the department chairperson shall be to provide academic and administrative coordination.

Subd. 2. The department chairperson shall coordinate the activities the department through a process of regular consultation with all the members of the department and the President of the university or his/her designee. The chairperson shall provide coordination within a department in respect to departmental rights and functions as described in Section A of this Article.

Subd. 3. The chairperson shall be responsible for forwarding recommendations of the department to the appropriate administrative personnel, but shall not be restricted from submitting his or her own reactions or recommendations to the President or his/her designee, whether or not such chairperson recommendations coincide with those of the faculty. Copies of such reactions and recommendations shall be made available to the department members, except for those concerning personnel matters. Recommendations and/or reactions pertaining to personnel actions shall be in accordance with the provisions of the appropriate article(s) in this agreement.

Section C. Release Time and Compensation.

Subd. 1. All department chairpersons of departments of five (5) or more FTE members shall be offered appointments of at least 196 duty days, however, chairpersons shall not be obligated to accept an appointment for longer than 168 duty days. Chairpersons of smaller departments may be offered appointments of longer than 168 duty days in duration if in the discretion of the President the duties of such chairpersons require extended appointments. The 196 duty days of the extended appointment shall consist of the 168 academic duty day schedule plus three (3) contiguous days, plus either Summer Session I or Summer Session II. The choice of summer session and schedules other than this shall be determined with the chairperson.

Subd. 2. During the regular academic year, department chairpersons shall have release time according to the listed schedule below. Release time may be averaged during the course of the

academic year in order to meet the requirements of the listed schedule.

<u>FTE</u>	<u>Release Time</u>
1-3 FTE Members	by arrangement
4-15 FTE Members	1/3 to 1/2 time by arrangement
16-24 FTE Members	1/2 to 2/3 time by arrangement
25 or more	2/3 to full-time by arrangement

Arrangement shall be subject to approval by the President after consultation with the individual department chairperson.

Subd. 3. During the summer session those department chairpersons on more than a nine (9) month appointment shall not have a teaching load which exceeds a maximum of one (3 or 4 credit) course at one summer session.

#### Section D. Selection.

Subd. 1. Search. When a department chairperson is to be selected, the President or his/her designee, after consultation with the department faculty, shall determine whether the new chairperson is to be chosen from within the university or whether the search shall include candidates from outside the university. In either case, an election shall be held by the faculty of the department for the purpose of selecting the nominee.

#### Subd. 2. Nomination.

- (a) The name of the candidate receiving the majority vote in a secret ballot election shall be submitted to the President or his/her designee as the department's nominee for the position of chairperson.
- (b) Within ten (10) working days of the receipt of such nomination, the President or his/her designee shall either appoint the nominee or notify the members of the

department in writing that he/she declines to appoint the nominee, and upon request of the department shall meet with the department to discuss the reasons therefor.

(c) If the President or his/her designee declines to appoint the nominee, the department shall conduct a second election and submit the name of a different nominee to the President or his/her designee.

(d) Within ten (10) working days of the receipt of the name of the second nominee, the President or his/her designee shall appoint the nominee.

Subd. 3. Temporary Vacancies. For temporary vacancies (such as when a chairperson is on leave or during the interim period when an election is being conducted) the President or his/her designee, may, after consultation with the faculty members of the department, appoint an interim chairperson for a period not to exceed nine (9) months unless a longer period is mutually agreed upon by the President and the department, in which case the appointment may be for a period not to exceed fifteen (15) months.

#### Section E. Recall.

Subd. 1 Upon presentation to the President or his/her designee of a petition signed by a majority of the department members eligible to vote, excluding the department chairperson, to recall the chairperson of that department, the President or his/her designee shall within ten (10) working days give to all members of the department written notice setting forth the time, date (during an academic year) place and purpose of a meeting to consider the recall petition. The President or his/her designee shall preside at the meeting.



Subd. 2. A two-thirds (2/3) vote by secret ballot of all department members who are eligible to vote shall be required to recommend to the President or his/her designee that he/she declare a vacancy to exist in the departmental chair. Upon receipt of such a recommendation, together with a written record of the minutes of such departmental meeting and a record by number of the votes cast, the President or his/her designee shall meet with the department members and the chairperson and discuss the matter. If the President rejects the recall recommendation, he/she shall, after discussions with the department and within ten (10) days, call for another vote upon the recall, the results of which shall be binding. The effective date of recall shall be immediate, except that in the case of a first year chairperson the President shall set an effective date of recall which shall not be later than the end of the academic year in which the recall action was taken. The President's action to implement the department action to recall a chairperson, or the effective date of such a recall in the case of a first year chairperson, shall not be subject to the Grievance Procedure.

Section F. Removal. The President or his/her designee may, after consultation with the department, declare a vacancy to exist in the position of chairperson. Such action shall not be subject to the Grievance Procedure. In filling the vacancy, the selection shall be made in accordance with the provisions of Section D hereof.

Section G. Voting Eligibility. Faculty members who have at least one-third (1/3) time appointments in the department and have been members of that department for at least two (2) complete consecutive quarters shall be eligible voters.

Section H. Term.

Subd. 1. The term of a chairperson shall be three (3) years.

Subd. 2. At the end of each completed term, the office of chairperson shall be considered vacant.

## ARTICLE 21

### APPOINTMENT OF FACULTY

Section A. Vacancies. When new faculty positions are created or faculty vacancies exist, such positions shall be advertised in accordance with Article 19 of this Agreement. Prior to making an appointment, the President shall involve the department in evaluating academic credentials of the candidates and in making recommendations to the President concerning the candidates for the vacancy.

Section B. Initial Assignment to Rank. Qualifications for initial assignment to faculty rank are to be as follows:

Professor	Earned doctorate or other appropriate degree, plus ten (10) years of collegiate level teaching or related experience.
Associate Professor	Earned doctorate or other appropriate degree, plus seven (7) years of collegiate level teaching or related experience.
Assistant Professor	Earned doctorate or other appropriate degree.
Instructor	Appropriate preparation

Normally, no faculty member may be assigned to a rank more than one level below that for which he/she is qualified. In each instance, the president shall establish what constitutes appropriate experience and appropriate degrees for the purposes of assignment to rank.

Section C. Appointments. Appointments shall be one of the following three types:

Subd. 1. Fixed-Term Appointments.

- (a) Definition. A fixed-term appointment is an appointment for a limited period of time and is to be used only when the position to be filled is clearly of a temporary nature or is used when a position not clearly of a temporary nature needs to be filled for a temporary period (not to be extended beyond one (1) year) when normal procedures

do not result in the position being filled or time requirements cannot be met. Positions extending beyond two years shall not be considered "temporary."

- (b) Length. A fixed-term appointment shall not exceed twelve (12) months in duration; however, the President may extend such an appointment to a maximum of two (2) years when such action is deemed to be in the best interests of the university. Fixed-term employment terminates at the end of the appointment period, and carries no implication for future employment.
- (c) Exceptions. Fixed-term appointments may also be utilized for positions which are funded by tuition monies and which are not supported by non-tuition state appropriation, or as replacements for persons on extended leaves, as well as those financed by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer. Fixed-term appointments to such positions so funded may be extended beyond the two-year period. Such appointees shall be entitled to all faculty rights and benefits, except tenure.

Subd. 2. Probationary Appointments.

- (a) Definition. Probationary appointment is any appointment other than a fixed-term or tenured appointment. A probationary appointment means that the individual holding such an appointment holds it for a stated term but that during such term he/she is being evaluated for purposes of determining whether or not at some fixed time an appointment with tenure shall be offered. Probationary appointments may be for one (1) year or other stated periods, and may be non-renewed subject to the conditions in Article 24, Section B,

- (b) Length. The total period of probationary service prior to the acquisition of tenure shall not be less than one (1) year in the University and shall not exceed five (5) years of full-time equivalent service.
- (c) Computation. The probationary period shall include all tenured, probationary and fixed-term employment served within the previous twelve (12) years in the faculty member's university, together with such previous higher education service in other institutions up to a maximum of four (4) years if approved in writing by the President at the time of initial employment. However, fixed-term employment financed by monies received from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer shall not be counted in computation of the probationary period, except as otherwise approved in writing by the President.

Subd. 3. Tenure.

- (a) Definition. An appointment with tenure is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 2(b) hereof. Faculty members who hold tenure at the time of execution of this Agreement shall be deemed to have tenure under this Agreement. Tenured appointments are for an indefinite period of time and individuals holding such appointments are automatically reappointed annually unless terminated under the provisions of either Article 24, Faculty Rights on Dismissal, Suspension, and Non-Renewal, or Article 23, Retrenchment. Tenured employees on less than full-time

appointments shall automatically be reappointed to a position of at least .50 FTE but less than full-time each year unless terminated under the provisions of either Article 24, Faculty Rights on Dismissal, Suspension, and Non-Renewal, or Article 23, Retrenchment. Changes in workload for a tenured part-time faculty member shall not constitute a retrenchment so long as that workload remains at .50 FTE or above.

Tenured full-time employees who are appointed to a part-time position shall be considered to hold tenure in that position, and shall retain tenure as a full-time employee upon return to full-time employment.

Tenured part-time faculty members may apply for consideration for tenure as a full-time employee after three (3) continuous years of service in a full-time position.

- (b) Except for employees who by virtue of prior service credited in accordance with Subd. 2(c) above are eligible for consideration earlier, an employee shall normally be considered for tenure during the fifth year of continuous FTE service in a tenure-earning position. A non-tenured faculty member who believes he/she is eligible for consideration for tenure shall inform the Dean in writing so that appropriate action will be taken. The President or his/her designee shall ask the appropriate Department and chairperson for recommendations towards the tenure of the faculty member concerned. The President may establish any additional procedures within the administration after meeting and conferring with the Association. The faculty

member shall be advised of the recommendations sought by the President and shall be given an opportunity to comment in writing. The President, after considering the recommendations and the faculty member's comments, if any, shall decide whether or not to grant tenure to the faculty member. The President's decision shall be communicated to the faculty member by May 31. Should the President's decision be negative during the faculty member's fifth year, the sixth year's contract shall be terminal. Otherwise, the faculty member shall have tenure status.

## ARTICLE 22

### PROFESSIONAL DEVELOPMENT AND EVALUATION PROCEDURES

Section A.. Purpose. The evaluation process shall be for the purpose of encouraging and supporting professional development, improving instruction and academic support services, and providing information necessary, in part, for personnel decisions.

Section B. Criteria. The criteria shall include

1. Demonstrated ability to teach effectively or perform effectively in other current assignments
2. Scholarly or creative achievement
3. Evidence of continuing preparation, study, or research
4. Contribution to student growth and development
5. Service to the university and community

Section C. Schedule. Non-tenured faculty members shall be evaluated formally at least once annually. Unless requested more frequently by the faculty member, tenured faculty members shall be evaluated formally once every four (4) years.

Section D. Procedure. After the Local Association has been provided an opportunity to meet and confer concerning implementation of this procedure, the President shall set a schedule for the evaluation process consisting of a timetable for preparation of plans for professional development by individual faculty members, a timetable for annual reporting, and a timetable for the formal evaluation at the end of the evaluation period.

At the beginning of the evaluation period, the individual faculty member, after consultation with the dean or his/her administrative designee, or other appropriate supervisor, shall prepare a plan for his/her professional development covering the period of evaluation. The plan shall include specific objectives, methods and expected achievements in respect to each of the criteria in Section B. While each of the criteria in Section B shall be addressed in the faculty member's plan,



each faculty member may place a different emphasis on the various criteria. The appropriate dean, his/her administrative designee, or other appropriate supervisor shall comment on the plan. Before commenting, the dean, his/her administrative designee, or other appropriate supervisor may consult with the department chairperson and with other members of the department to determine how the plan relates to departmental goals and objectives. The faculty member shall have an opportunity to respond to these comments. Copies of the plan together with comments added shall be maintained as part of the faculty member's official personnel file.

Section E. At the end of the evaluation period, the faculty member shall prepare a report and send it to the dean, together with appropriate documentation describing progress made in respect to achieving his/her objectives as specified in his/her professional development plan. A copy of the report shall be sent to the department through the department chairperson. The faculty member will then meet with the dean to discuss achievements made during the evaluation period. A written summary of the dean's assessment of the faculty member's accomplishments in respect to his/her plan, as they relate to the criteria in Section B, together with any suggestions the dean might offer to guide future professional development activities, shall then be sent to the faculty member, and placed in the faculty member's official personnel file.

Tenured faculty members, at the end of the first, second and third year of the evaluation period, shall send to the dean a report describing progress made with respect to his/her plans for professional development. Copies of these reports shall be sent to the appropriate chairperson, to the faculty member's dean and to the faculty member's personnel file.

## ARTICLE 23

### RETRENCHMENT

Section A. Retrenchment. A retrenchment may take place due to financial considerations, program changes, enrollment shifts, or legislative mandate. In the event of retrenchment, the following provisions shall apply:

Subd. 1. Meet and Confer. The President or his/her designee shall meet and confer with the Association, in accordance with the provisions of Article 6, Section B, Subd. 2, in the event a retrenchment is contemplated. In connection with such duty to meet and confer, information, including information of anticipated attrition, statistics, and financial data having a bearing on any such contemplated retrenchment, shall be made available to the Association.

Section B. Retrenchment Procedure.

Subd. 1. Attrition. Whenever possible vacancies created by retirement, resignation or death shall be used to accomplish retrenchment.

Subd. 2. Layoff. Upon determination by the President that attrition will not accomplish the retrenchment, then layoffs may be instituted. After meeting and conferring with the Association pursuant to Subd. 1 hereof, the President shall determine the particular department or program in which personnel reductions are to be made, and such reductions shall then be accomplished in the following order:

- (a) Fixed-Term
- (b) Probationary
- (c) Tenured. Tenured faculty in the affected department or

program shall be laid off in inverse order of seniority as described in Subd. 3 hereof. No tenured faculty member who has at least twenty (20) years of service within the University or who is within five (5) years of mandatory retirement shall be laid off. However, in departments or programs where positions are financed by monies from an outside jurisdiction or agency and are occupied by fixed-term or probationary faculty, such faculty may continue to hold such positions in reduced departments or programs unless there are tenured faculty members qualified to fill such positions as determined by the President.

Subd. 3. Calculation of Seniority. For the purposes of this Article, "seniority" shall be defined as full-time equivalent continuous service at the University within the departments or programs as identified by the President in which the faculty member has served; however, this shall not reduce the seniority accrued as of the effective date of this contract to part-time members of this bargaining unit. For the purposes of this Article "continuous service" shall commence on the first duty day an individual begins employment service with a state university, and shall be interrupted only by separation because of resignation, non-renewal, or dismissal for just cause. A leave of absence, pursuant to Article 17 or Article 18 shall not interrupt continuous service. For purposes of computing years of seniority, the academic year shall be deemed to be a year of service and no additional seniority shall be accrued for any assignment beyond the regular academic year. For purposes of layoff, "seniority" may only be exercised in the

department or program in which the faculty member is serving at the time of retrenchment or in any department or program in which the faculty member has served at least three (3) full academic years during the previous ten (10) years. In the event a faculty member is to be laid off and meets the three (3) years service requirement provided herein in more than one department or program, he/she shall be entitled to reassignment to the department or program as determined by the President. If two or more faculty members have equal seniority, then those with greater length of tenured service shall have priority for retention. Should faculty members still be equal in seniority, then those with greater length of total service in the University shall have priority in retention. Beyond this the decision of which person to retain will be made on the basis of programmatic needs of the University as determined by the President. Faculty members returning from non-bargaining unit positions to the bargaining unit shall have their seniority restored to a level earned at the time they left the appropriate unit. Such seniority shall include employment service rendered prior to March 9, 1976, if such employment service qualified as seniority pursuant to the SUB Rules and Regulations which were in effect as of March 9, 1976.

A seniority roster shall be posted and sent to the Association by the President or his/her designee on or before November 1st and March 1st of each year. In addition to seniority in the current assignment, the roster shall indicate other departments or programs in which the faculty member is credited with three (3) full years of service during the last ten (10) years. Disputes concerning the

accuracy of the roster must be filed with the President's designee within twenty (20) calendar days of publication of the roster and must be limited to changes made and shown on the most recent roster. Time limits shall not apply to the correction of clerical errors. Should there be no satisfactory resolution within twenty (20) calendar days of the alleged inaccuracy, the faculty member shall have the right to file a grievance in accordance with the provisions of Article 28, Grievance Procedure.

Subd. 4. Advance Notice. Notice of layoff under the provisions of this Article, for non-tenured faculty members, shall be furnished in accordance with Article 24, Section B, Subd. 2

(c). Tenured faculty members to be laid off under the provisions of this Article shall be provided notice pursuant to this Article no later than May 31 of the prior year.

Subd. 5. Sabbatical Leave. If a faculty member had been scheduled for a sabbatical leave, he/she shall not be deprived of his/her sabbatical leave because he/she is subject to being laid off. The President may offer a sabbatical leave to a faculty member in lieu of lay off for the purpose of retraining in a field for which employment is available at the faculty member's university.

Section C. Reassignment. Tenured faculty members notified of layoff in accordance with this Article shall have reassignment rights within the State University System in accordance with the following provisions:

1. Faculty members shall be reassigned to a department or program where a vacancy exists and whenever the faculty member is qualified to fill the position. The determination of whether the faculty member is qualified to fill the position shall be made by the department where the vacancy exists. If the

vacant position is temporary or less than full time the qualified faculty member may accept or refuse the position without in any way altering or affecting his/her rights as established in this Article. Upon determination that no faculty member on notice of layoff or on the list described in Section E, 2 of this Article is qualified, the Employer may proceed to fill the vacancy through normal procedures.

2. Persons offered re-employment must accept such offer within fifteen (15) calendar days after such offer, such acceptance to take effect on a date specified by the President, which will not require a faculty member to be at work earlier than the beginning of the academic quarter following the date such offer was made or thirty (30) days, whichever is later. Such a faculty member shall retain all accrued seniority in the State University System, but shall, for purposes of this Article, begin a new accumulation of seniority within the reassigned department or program if in another state university.
3. Persons who decline such offers of re-employment waive all rights of reassignment as established in this Article and shall have their names removed from the reassignment list.
4. All reassignment rights established herein shall expire at the conclusion of three years (36 months) from the effective date of the faculty member's lay off.

Section D. Recall. Tenured faculty members laid off in accordance with this Article shall have recall rights and rehiring preference in the same or similar position in the same department or program from which the faculty member was laid off in accordance with the following provisions:

1. When a vacant position is filled, laid off faculty members who are eligible for the position shall be offered re-employment

in inverse order of their lay off from the system. In the event that two or more faculty members were laid off at the same time, then that person with the greater seniority shall have priority for recall. If these faculty members have equal seniority then the person with greater length of tenured service in the university shall have priority for recall. If the vacant position is temporary or less than full time, the laid off faculty who are eligible shall be offered the position, but their accepting or declining the offer shall not jeopardize their recall rights as established in this Article.

2. Persons offered re-employment must accept such offer within fifteen (15) days after such offer, such acceptance to take effect on a date specified by the President, which will not require a faculty member to be at work earlier than the beginning of the academic quarter following the date such offer was made or thirty (30) days, whichever is later.
3. Persons who decline such offers of re-employment waive all rights of recall as established in this Article and shall have their names removed from the recall list.
4. All recall rights established herein shall expire at the conclusion of three years (36 months) from the effective date of the faculty member's layoff.

Section E. Recalled/Reassigned Faculty.

1. Faculty members who are recalled/reassigned in accordance with this Article and returns to employment in the System shall be re-employed at their former academic rank, with no reduction in their former salary schedule position. In addition, they shall retain all unused sick leave accumulation -- not used in the calculation of severance pay at the time of their layoff -- as well as their previously earned tenure rights and sabbatical

leave rights. If the position to which a faculty member is recalled is within the same seniority unit from which he/she was laid off then all previous seniority credit will be restored.

2. A list of all faculty members laid off within the prior three-year period shall be maintained by the Employer and distributed to each university and the IFO.
3. Laid off faculty shall be considered to be in an unrequested leave category. After the six (6) months of Employer paid insurance benefits expire (Article 14, Section H), the laid off employee shall have the right to continue at his/her own expense his/her full insurance benefits at the group rate for an additional thirty (30) months.

Section F. Determination of Department or Program. Departments or programs defined as of the date of execution of this Agreement shall continue to exist unless the President, after meeting and conferring with the association. Redefinition of departments or programs by the President shall occur no more than once each year, and shall be announced by and effective with the posting of seniority rosters on March 1st. Such determinations of the President shall not be subject to the provisions of the Grievance Procedure.

Section G. Grievance Procedure. A lay off due to retrenchment shall not be considered a non-renewal of appointment or a dismissal for cause, and the President's decision to retrench shall not be subject to the Grievance Procedure.



## ARTICLE 24

### FACULTY RIGHTS ON DISMISSAL, SUSPENSION, AND NON-RENEWAL

Section A. Tenured Faculty. A tenured faculty member may be dismissed only for just cause. In the event that the President believes such just cause exists, he/she shall give written notice of the proposed action to the affected faculty member and the IFO/MEA. Further, the President shall furnish the faculty member the reasons therefor and shall forward such reasons to the IFO/MEA unless the faculty member requests that such information not be so forwarded.

Section B. Non-Tenured Faculty.

Subd. 1. Dismissal for Cause. A non-tenured faculty member may be dismissed only for just cause during the period of his/her appointment. In the event that the President believes such just cause exists, he/she shall give written notice, specifying the reasons to the faculty member and the IFO/MEA.

Subd. 2. Non-Renewal.

- a) The decision to non-renew probationary faculty shall be made by the President and shall not be for arbitrary or capricious reasons.
- b) Should a recommendation for non-renewal be made by the department, the dean, or the vice president, the President shall invite the faculty member to meet with him/her to discuss the recommendation before his/her decision is made. The faculty member may be accompanied by an IFO/MEA representative.
- c) Notice of non-renewal of probationary faculty shall be as follows:
  - 1. Not later than March 1 of the first academic year, if the appointment expires at the end of that year, or

if a first year appointment terminates during an academic year, notice shall be given at least three (3) months in advance of its termination.

2. Not later than December 15 of the second academic year(s) of service, if the appointment expires at the end of that year, or, if a second year appointment terminates during an academic year, at least six (6) months in advance of termination.

3. No later than May 31 of the year prior to expiration of the appointment during the third and subsequent years of academic service.

d) The probationary faculty member who is non-renewed shall, upon request, be given written reasons for his/her non-renewal.

e) The probationary faculty member who is non-renewed shall have access to the full Grievance Procedure for any violation of items b, c and d above and shall have access through the President's Level of the Grievance Procedure for any other violations of this Subdivision.

#### Section C. Suspension and Written Reprimand.

Subd. 1. Faculty members shall be suspended, with or without pay, or issued a written reprimand only for just cause. In the event that the President believes just cause exists for such a suspension, he/she shall give written notice of the proposed action specifying the reasons to the affected faculty member and the IFO/MEA. Such actions shall be subject to the Grievance Procedure.

Subd. 2. Suspension without pay shall be limited to a thirty (30) day period.

## ARTICLE 25

### PROMOTIONS

Section A. Criteria. Promotion shall be based on the principles of demonstrated consistent performance and high achievement. The criteria to be used shall include:

- 1) Demonstrated ability to teach effectively or perform effectively in other current assignments,
- 2) Scholarly or creative achievement,
- 3) Evidence of continuing preparation, study, or research,
- 4) Contribution to student growth and development,
- 5) Service to the university and community.

Additionally, length of service in rank and at the university may be a factor. Normally, three (3) evaluations will be a prerequisite for consideration for promotion (see Article 22, Professional Development and Evaluation Procedures).

#### Section B.

Subd. 1. Normally, a faculty member who wishes to apply for promotion shall initiate the process by October 15. The faculty member will complete an application for promotion and send a copy of the application, along with supporting documentation to the department, through the department chairperson. A copy of the application for promotion will also be sent to the dean. The recommendation of the department and of the department chairperson along with all documentation shall be sent to the dean by January 15.

Subd. 2. The faculty member being considered for promotion shall be provided with a copy of the chairperson's and the dean's proposed recommendation to the vice president and shall

be given the opportunity to meet with the dean. The faculty member may attach comments to the recommendations prior to their submission, with all documentation, to the vice president. The vice president's recommendation, with all documentation, shall be sent to the President by March 15. A copy of the vice president's recommendation shall also be sent to the faculty member. Upon receipt of the vice president's recommendation, the faculty member may request an interview with the President before the President makes his/her final decision on the faculty member's request for promotion. The President's decision shall be conveyed to the faculty member in writing by April 30.

The President's decision to grant or to deny promotion shall not be arbitrary or capricious. Processing of any subsequent applications for promotion of the faculty member shall take into account the areas of deficiency upon which the promotion was denied. The President's decision to deny promotion shall not be subject to the Grievance Procedure.

A faculty member who is not promoted shall, upon his/her request, be given the opportunity to meet with the President or his/her designee to discuss the President's decision. The faculty member may request, and shall be furnished, written indications of the areas of deficiency, and guidance concerning appropriate courses of action to overcome such deficiencies.

Subd. 3. Failure of the departmental faculty or of the department chairperson to make a recommendation to the dean by January 15 shall not preclude the President from making a decision to promote or not to promote an individual subject to Subd. 2.

Section C. Effective Date. All promotions shall take effect on the first duty day of the individual's appointment after the beginning of fall quarter.

## ARTICLE 26

### METROPOLITAN STATE UNIVERSITY

Section A. Workload. In addition to duties involving advising, assessment, curriculum development, center and other academic assignments, community service and professional development, the regular workload of every faculty member shall include teaching three courses -- two (2) courses per year in disciplines for which one is qualified (as recommended by the academic center or program faculty and approved by the President or her/his designee), and one (1) individualized educational planning course (or any course that replaces it). A faculty member with a half-time contract will teach one (1) discipline course and one (1) individualized educational planning course during the term of her/his appointment. The teaching responsibilities of a faculty member on an extended contract will be assigned by the President or her/his designee. The President or her/his designee may assign more than one (1) course to a faculty member per quarter.

Section B. Overload. In addition to her/his regular duties, a faculty member, with prior approval by the President or her/his designee, may perform duties on an overload basis. Overload duties may include teaching, as defined below, and, during extended non-duty day periods, degree plan consultations, degree plan reviews, and assessment of experiential learning. For performing overload duties faculty members shall be compensated at the same rate as that paid to community resource consultants who perform similar duties. With the consent of the President or her/his designee a course may be considered overload: (a) if the course is above and beyond the teaching responsibilities described in Section A; or (b) the President or her/his designee finds it appropriate.

Section C. Advising. As part of her/his regular workload, at any point in time a faculty member with a full-time appointment shall not be

required to advise more than sixty (60) student advisees and a faculty member with a part-time appointment shall not be required to advise more than a proportionate number of student advisees.

Section D. Modification. For any particular faculty member, the provisions of Sections A, B, and C hereof may be modified with the written consent of the President or her/his designee and the faculty member.

## ARTICLE 27

### GENERAL PROVISIONS

Section A. Legal Counsel. If civil proceedings are brought against a faculty member for acts committed while acting within the scope of employment, he/she shall be furnished legal counsel in accordance with Minnesota Statutes.

Section B. Unemployment Compensation. All faculty members shall be eligible for unemployment compensation benefits as provided for by law.

Section C. Ethical Standards and Outside Employment.

Subd. 1. A faculty member shall be free to accept such outside employment as does not interfere with the full and proper performance of duties to his/her respective university as outlined in this section.

Subd. 2. No faculty member shall engage in any outside activity which interferes with his/her regular duties.

Subd. 3. No full-time faculty member shall during a period of full-time employment receive from any outside source either an annual retaining fee or a regular salary unless the arrangement has been approved by the university President or his/her designee. This provision does not apply to such things as the writing of books or articles, or the giving of occasional speeches or consultations.

Subd. 4. No full-time faculty member is permitted to serve as a regular paid consultant or staff member for another Minnesota state agency without an appropriate leave of absence and deduction of pay at the university.

Subd. 5. No faculty member shall, while engaging in private practice, use the official stationery of the university or of the Chancellor, or give as a business address the university, its buildings, its departments, or the Office of the Chancellor.



Subd. 6. No faculty member shall use the System or university technical equipment for personal use without notice to and the consent of his/her Employer and the payment of a reasonable fee for the privilege enjoyed.

Subd. 7. No faculty member shall use his/her position to secure special privileges or exemptions for himself/herself or others.

Subd. 8. No faculty member shall engage in any transaction as a representative or agent of the state with any business entity in which he/she has a substantial direct or indirect pecuniary interest. This shall not preclude the use in teaching of materials prepared by faculty members. Faculty members preparing materials for sale to students shall notify the President.

Subd. 9. No faculty member shall accept employment or engage in any business or professional activity which he/she might reasonably expect would require or induce him/her to disclose confidential information acquired by reason of his/her official position.

Subd. 10. No faculty member shall disclose to unauthorized persons confidential information gained by him/her by reasons of his/her official position nor shall the faculty member otherwise use such information for personal gain or benefit.

Section D. Professional Improvement Funds.

Subd. 1. Professional Improvement Funds shall mean support funds that in the past have been identified and allocated as "Research Grants" and "Faculty Improvement Grants."

Subd. 2. All faculty members shall be eligible for Professional Improvement Funds for the purpose of enhancing their professional competence.

Subd. 3. The funds distributed shall be no less than \$150,000 in FY 1982 and \$165,000 in FY 1983.

Subd. 4. As of the commencement of each academic year all funds shall be distributed to the universities on the basis of the number of FTE faculty members at each institution. Within thirty (30) days thereafter a report shall be provided to the IFO/MEA indicating the amount allocated to each university.

The President, after meeting and conferring with the Association, shall establish procedures and criteria for the application and the awarding of these funds to individual faculty members.

Awards in each university shall be made by the President.

Section E. Check Issuance. Faculty members may elect to receive compensation in consecutive equal increments during the period of his/her appointment or on a twelve (12) month basis. A faculty member must elect the option of payment at the beginning of each academic year.

Section F. Sick Leave Balance. Once each academic year, each faculty member shall receive from the Employer a statement of his/her balance of unused sick leave accumulations.

Section G. Courses, Tuitions and Fees. Faculty members, excluding those who are on part-time, fixed-term appointments, and who are enrolled in any graduate degree program within the State University System, shall be entitled to enrollment, on a space available basis, in courses at any university in the System without payment of tuition or fees, except laboratory and special course fees. Such enrollment shall not exceed one (1) course per academic quarter or summer session, nor a total of three (3) courses per year. In the event the faculty member does not exercise this right, the faculty member's spouse or dependents shall be eligible to take a course within the limits established above, with waiver of tuition only.

## ARTICLE 28

### GRIEVANCE PROCEDURE

The IFO/MEA and the Employer agree that they will use their best efforts to encourage an informal and prompt settlement of any complaint that exists with respect to the interpretation and/or application of this Agreement or Employer policies and practices related to terms and conditions of employment. However, in the event such complaint arises between the Employer and the IFO/MEA or faculty member which cannot be settled informally, a grievance procedure is described herein.

No determination shall be made by the Employer in the grievance procedure which diminishes, amends, or otherwise modifies the provisions of this Agreement.

#### Definitions.

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of any contract required under Minnesota Statutes, Section 179.70, Subd. 1.

Grievant. A "grievant" is the unit member, group of unit members, Association, or IFO/MEA making the complaint. A grievance filed by the Association which alleges a violation may be initiated at Step 2 of the Grievance Procedure. A grievance filed by the IFO/MEA which alleges a violation may be initiated at Step 3 of the Grievance Procedure.

Days. "Days" means calendar days excluding Saturday, Sunday, and legal holidays as defined by Minnesota Statutes.

Service. "Service" means personal service or by certified mail.

Reduced to Writing. "Reduced to writing" means a concise statement outlining the nature of the grievance, the provision(s) of the contract in dispute and the relief requested. A grievance may be filed on the form supplied by the employer (Appendix A).

Answer. "Answer" means a concise response outlining the employer's position on the grievance.

Informal Step.

Whenever any employee(s) has a grievance, he/she or they may meet on an informal basis with the appropriate dean (or equivalent) or other University designees in an attempt to resolve the grievance.

Step I.

In the event satisfactory resolution is not achieved through informal discussion, the grievant, within (30) days following the act or omission giving rise to the grievance or the date on which the grievant reasonably should have known of such act or omission if that date is later, shall complete and forward to the Academic Vice President the written signed grievance form (Appendix A) which shall be signed by the Association grievance representative.

If the grievant, exclusive representative or Academic Vice President requests a meeting, the parties shall meet within seven (7) days of receipt of the grievance and endeavor to mutually resolve the grievance. The Academic Vice President shall then respond to the grievance in writing within ten (10) days of the meeting of the parties. If the exclusive representative, employee(s) or Academic Vice President does not request a meeting at Step I, the Academic Vice President shall respond to the grievance in writing within ten (10) days of receipt of the grievance at Step I.

Step II.

If the grievance is still unresolved after the response of the Academic Vice President or designee, it may be presented to the University President or his/her designee by the exclusive representative or the employee(s) or his/her designee within ten (10) days after receipt of

the Step I response. If the grievant, exclusive representative or President requests a meeting, the parties shall meet within seven (7) days of receipt of the grievance and endeavor to mutually resolve the grievance. The President shall respond to the grievance in writing within ten (10) days of the meeting of the parties. When the exclusive representative, employee(s) or President do not request a meeting at Step II, the President shall respond to the grievance in writing within ten (10) days of receipt of the grievance at Step II.

#### Step III.

If the grievance is still unresolved at Step II and the local Association or employee(s) desires to appeal, it shall be referred by the IFO/MEA, in writing, to the Chancellor within twenty (20) days after the response at Step II. A meeting between the Chancellor or his/her designee and the IFO/MEA representative shall be held within ten (10) days of receipt of the grievance at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Chancellor or his/her designee, and the IFO/MEA representative. If no settlement is reached, the Chancellor or his/her designee shall give a written response to the IFO/MEA within ten (10) days following the meeting.

#### Step IV.

If the grievance is still unresolved after the response of the Chancellor or his/her designee, the exclusive representative may within fifteen (15) days, request arbitration by serving a written notice on the other party of its intention to proceed with arbitration.

The Chancellor or his/her designee and the IFO/MEA representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. The parties may consider an arbitrator from a list provided

by the Federal Mediation Conciliation Service, the State of Minnesota Public Employee Relations Board or the American Arbitration Association. Expedited arbitration, as defined by the American Arbitration Association, may be used if agreed to by both parties.

If the employer and the employee representative are unable to agree on an arbitrator, they may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) names. The list maintained by the Director of the Bureau of Mediation Services shall be made up of qualified arbitrators who have submitted an application to the Bureau. The parties shall alternatively strike names from the list of five (5) arbitrators until only one (1) name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of the coin. Each party shall be responsible for equally compensating the arbitrator for his fee and necessary expenses.

The arbitrator shall not have the power to add to, subtract from, or modify in any way the terms of the existing contract.

The decision of the arbitrator shall be final and binding on all parties to the dispute unless the decision violates any provision of the laws of Minnesota or rules or regulations promulgated thereunder, or municipal charters or ordinances or resolutions enacted pursuant thereto, or which causes a penalty to be incurred thereunder. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

All grievances shall be processed during the normal workday whenever possible, and employees shall not lose wages due to their necessary participation. For purposes of this paragraph, employees entitled to

wages during their necessary participation in a grievance proceeding are as follows:

- a. The number of employees equal to the number of persons participating in the grievance proceeding on behalf of the public employer; or
- b. If the number of persons participating on behalf of the public employer is less than three, three employees may still participate in the proceedings without loss of wages.

The parties, by mutual written agreement, may waive any step and extend any time limits in a grievance procedure. However, failure to adhere to the time limits may result in a forfeit of the grievance, or, in the case of the employer, require mandatory alleviation of the grievance as outlined in the last statement by the exclusive representative or employee.

The provisions of this grievance procedure shall be severable, and if any provision or paragraph thereof or application of any provision or paragraph under any circumstance is held invalid, it shall not affect any other provision or paragraph of this grievance procedure or the application of any provision or paragraph thereof under different circumstances.

Within thirty days after the execution of the Agreement, IFO/MEA shall furnish to the Employer a list of all persons authorized to act as grievance representatives and shall update the list as needed.

The Employer will furnish the names of the Employer's designees to deal with grievances at each step of the Grievance Procedure. No member of the bargaining unit shall be an Employer designee for any step in the Grievance Procedure.

ARTICLE 29

SAVINGS CLAUSE

If any of the provisions of this Agreement shall in any manner be held by a court or agency to be in conflict with or contravene any federal law or statute, executive order, state law or statute, or any rule and regulation promulgated pursuant to one of the above, or not be approved by legislative action, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is thus found to be invalid or rejected, either party shall have the right to reopen negotiations on that provision only.



## ARTICLE 30

### COMPLETE AGREEMENT AND WAIVER

Section A. Complete Agreement. The Employer and the IFO/MEA acknowledge that during the negotiations which resulted 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 from the applicable area of collective bargaining, and that the understandings are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Section B. Modification and Repeal. The Employer agrees to modify or repeal the Governing Rules; Internal Rules, Operating Policies, Administrative Procedures and university constitutions that are superseded by this Agreement.

Section C. Waiver and Reopener. The Employer and the IFO/MEA for the life of this Agreement each voluntarily and unqualifiedly waive the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, subject to Article 31, Duration.

ARTICLE 31

DURATION

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective July 1, 1981 and shall remain in full force and effect through the 30th day of June 1983.

Section B. Legislative Action. Should any provisions of this Agreement require legislative action for implementation, the Employer, The Commissioner of Employee Relations for the State of Minnesota, and the IFO/MEA agree to cooperate in an effort to secure legislative approval.

Section C. Renewal and Reopening. This Agreement shall automatically renew itself from biennium to biennium thereafter unless, not later than July 1st of each even-numbered year prior to the expiration of the then current term of Agreement, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands.

FOR THE IFO/MEA:

Dated this \_\_\_\_ day of \_\_\_\_\_, 1981.

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FOR THE EMPLOYER:

Dated this \_\_\_\_ day of \_\_\_\_\_, 1981.

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## LETTER OF UNDERSTANDING

This Letter of Understanding is entered into between the State University Board of Minnesota and the Inter Faculty Organization/Minnesota Education Association.

1. The State University Board agrees to engage a consultant(s) to study issues related to workload and compensation for those full-time faculty members whose workload includes athletic coaching.
2. The consultant(s) will:
  - (a) Analyze workload and compensation plans for athletic coaches at various other public colleges and universities comparable in size and mission to the state universities.
  - (b) Analyze the workload and compensation plan for athletic coaches at the State University System.
  - (c) Prepare a report and recommendations for the State University Board outlining alternative workload and compensation plans for athletic coaches. This report and recommendations shall be submitted no later than September 1, 1982 and a copy provided to the IFO/MEA.
3. The SUB and the IFO/MEA will cooperate with the consultant(s) to provide data and other necessary information for the study.
4. The State University Board agrees that the consultant(s)'s report and recommendations will serve as the basis for negotiation of workload and compensation provisions. The actual date of implementation of these provisions shall also be negotiated. Negotiations will commence on receipt of the report and recommendations, with the intent of both parties being to make a good faith effort to complete negotiations prior to January 1, 1983. Should this not be accomplished, the parties agree to include this issue as a part of scheduled negotiations for the 1983-85 agreement.

## GRIEVANCE

NAME:	IFO/MEA Grievance Representative
	NAME:
UNIVERSITY:	MAILING ADDRESS:
	:
COLLEGE:	:
	:

PROVISION(S) OF AGREEMENT VIOLATED: (Article & Section)

1. The first step in the process of creating a new product is to identify a market need. This involves conducting market research to understand what consumers want and what problems they are facing. Once a need is identified, the next step is to develop a concept that addresses that need. This is often done through brainstorming and prototyping. The third step is to create a business plan that outlines how the product will be developed, marketed, and sold. This plan should include a detailed budget and a timeline for completion. The fourth step is to secure funding to cover the costs of development and marketing. This can be done through a variety of sources, including venture capitalists, angel investors, and crowdfunding. Finally, the product is launched into the market and its performance is monitored. If the product is successful, it may be expanded into new markets or new products may be developed based on the same technology.

2. The second step in the process of creating a new product is to develop a concept that addresses the identified market need. This is often done through brainstorming and prototyping. The third step is to create a business plan that outlines how the product will be developed, marketed, and sold. This plan should include a detailed budget and a timeline for completion. The fourth step is to secure funding to cover the costs of development and marketing. This can be done through a variety of sources, including venture capitalists, angel investors, and crowdfunding. Finally, the product is launched into the market and its performance is monitored. If the product is successful, it may be expanded into new markets or new products may be developed based on the same technology.

3. The third step in the process of creating a new product is to create a business plan that outlines how the product will be developed, marketed, and sold. This plan should include a detailed budget and a timeline for completion. The fourth step is to secure funding to cover the costs of development and marketing. This can be done through a variety of sources, including venture capitalists, angel investors, and crowdfunding. Finally, the product is launched into the market and its performance is monitored. If the product is successful, it may be expanded into new markets or new products may be developed based on the same technology.

4. The fourth step in the process of creating a new product is to secure funding to cover the costs of development and marketing. This can be done through a variety of sources, including venture capitalists, angel investors, and crowdfunding. Finally, the product is launched into the market and its performance is monitored. If the product is successful, it may be expanded into new markets or new products may be developed based on the same technology.

5. Finally, the product is launched into the market and its performance is monitored. If the product is successful, it may be expanded into new markets or new products may be developed based on the same technology.

REMEDY SOUGHT:

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I WILL BE REPRESENTED IN THIS GRIEVANCE BY: (Check one)

IFO/MEA \_\_\_\_\_

I will represent myself \_\_\_\_\_

IFO/MEA Grievance Representative Signature: \_\_\_\_\_

(If IFO/MEA is representing the Grievant, an IFO/MEA Grievance Representative should sign here.)

I (do) \_\_\_\_\_ (do not) \_\_\_\_\_ want a postponement for up to 25 days to seek informal resolution of this grievance.

I understand that this grievance will not be processed if the acts or omissions complained of herein are or become the subject of any other administrative or judicial proceeding.

This grievance was filed with the Academic Vice President's Office on \_\_\_\_\_ by (check one) mail, certified, return receipt requested \_\_\_\_\_; personal delivery \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Grievant)

Unit 11 (State University Administrative Unit)

Proposed Contract Fiscal Analysis

I. Economic Costs

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	\$ 8,791,000	\$1,174,000
FICA & Retirement	<u>1,254,000</u>	<u>234,000</u>
Insurance	<u>561,000</u>	<u>142,000</u>
Total	\$ 10,606,100	\$1,550,000

II. Exclusive Representative

Minnesota State University Association of Administrative and  
Service Faculty -- Affiliated with Minnesota Teamsters Local 320

III. Bargaining Unit Composition

Unclassified employees in non-managerial positions whose primary  
responsibilities are in other than teaching positions.

*220 employees*

SUMMARY OF PROPOSED AGREEMENT WITH MINNESOTA STATE UNIVERSITY  
ASSOCIATION OF SERVICE AND ADMINISTRATIVE FACULTY

I. Salaries

- F.Y. '82: - 0-6% equity adjustment to convert to salary schedule 7/1/81.
  - 6% schedule adjustment 7/1/81.
  - Maintained step progression 7/1/81 (Approx. 3.2%).
- F.Y. '83: - 5.75% schedule adjustment 7/1/82.
  - Maintained step progression 7/1/82 (Approx. 3.2%).

II. Fringe Benefits

- Continue current Health Insurance benefits; increase major medical from \$250,000 to \$500,000.
- Raise deductible from \$50 to \$100.
- Flat rate Employer Contribution:
  - F.Y. '82:     Contribute up to total Blue Cross/Blue Shield rates for employee coverage.
    - Contribute up to total Blue Cross/Blue Shield rates for dependent coverage.
  - F.Y. '83:     Contribute up to the total cost of Blue Cross/Blue Shield employee and dependent coverage.
- Eliminate Health Testing.
- Continue current Dental Insurance Benefits.
- Flat rate Employer contribution
  - F.Y. '82:     Contribute up to total Delta Dental rate for employee coverage.
    - Contribute up to one-half Delta Dental rate for dependent coverage.
  - F.Y. '83:     Contribute up to the total cost of Delta Dental employee coverage.
    - Contribute up to 50% of the cost of Delta Dental dependent coverage.
- Eliminate \$500 Death Benefit.
- Increase Life Insurance to \$40,000 for employees earning over \$30,000.

AGREEMENT

Between

State University Board

and

Minnesota State University  
Association of Administrative  
and Service Faculty

Affiliated with

Minnesota Teamsters Local 320

Effective Through June 30, 1983



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## ARTICLE I

### PARTIES

This Agreement is entered into by and between the State University Board, hereinafter called the Board, and the Minnesota State University Association of Administrative and Service Faculty affiliated with Minnesota Teamsters Local 320, hereinafter called the Association.

## ARTICLE II

### NON-DISCRIMINATION

Section A. Employer and Association Responsibility. The parties accept their responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, membership or non-membership in the Association, or any other class or group distinction, as set forth by state or federal anti-discrimination laws.

Section B. Jurisdiction. The parties recognize that jurisdiction for the enforcement of the provisions of Section A hereof is vested solely in various state and federal agencies and the courts, and, therefore, complaints regarding such matters shall not be subject to the Grievance Procedure.

### ARTICLE III

#### RECOGNITION

Section A. Recognition. Pursuant to the Minnesota Public Employment Labor Relations Act of 1971, as amended, the Employer recognizes the Association as the exclusive representative in the appropriate unit as described in the decisions of the Bureau of Mediation Services in the cases 75-PR-642-A, dated 9/29/75 and 80-PR-1257-A, dated June 16, 1980.

Section B. Exclusive Right. The Employer will not meet and negotiate relative to those terms and conditions of employment subject to negotiations with any employee groups or organizations composed of employees covered by this Agreement except through the Association.

Section C. Unit Disputes. The parties will attempt to resolve disputes over bargaining unit inclusion or exclusion of new or revised positions. In the event the parties fail to reach agreement within thirty (30) calendar days as to the inclusion or exclusion of such positions, either party may refer the matter to the Bureau of Mediation Services for determination.

## ARTICLE IV

### ACADEMIC FREEDOM

Section A. Policy. It shall be the policy of the State University System to maintain and encourage full freedom, within the law, of inquiry, teaching and research. The Employer shall not discriminate against an employee for engaging in political activities or holding or voicing political views, so long as the exercise of this right does not interfere with his/her responsibility as an employee.

Section B. Prohibition. The Employer agrees not to use any mechanical or electronic listening or recording devices except with the employee's express consent; provided however, that nothing herein shall be construed to preclude the recording of formal proceedings where a record or minutes are customarily maintained.

Section C. Employee Obligation. In the exercise of academic freedom the employee, while engaged in classroom teaching activities, may, without limitation discuss his/her own subject in the classroom; he/she may not, however, claim as his/her right the privilege of persistently discussing in the classroom matter which has no relation to the subject. In extramural utterances, the employee has an obligation to not represent himself/herself as an institutional spokesperson, unless so designated by the President.

Section D. Research and Publication. An employee is entitled to full freedom in research activities and in the publication of results, so long as such activities do not interfere with the performance of his/her job duties. Research conducted at the direction of the university may only be published upon written permission of the President.

## ARTICLE V

### DEFINITIONS

#### Section A. Definitions.

Subd. 1. Service. Whenever a written notice or a written response is required to be given under the terms of this Agreement, such notice or response shall be made by personal service or service by mail. When service is by mail, it shall be deemed complete upon mailing. When written notice or a written response is to be sent to an employee, it shall be sufficient service if mailed to the last known home address of the employee as shown on university records. Personal service shall be deemed complete when the notice or response is handed to or receipted by the party to whom directed.

Subd. 2. P.E.L.R.A. "P.E.L.R.A." shall mean the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Subd. 3. Employer. "Employer" shall mean the State University Board, its Chancellor, university Presidents, and designees.

Subd. 4. Employee(s). "Employee(s)" shall mean a member of the appropriate unit as described in this Agreement. "Employees" shall mean all members of the appropriate unit as described in this Agreement.

Subd. 5. Association. "Association" shall mean the Minnesota State University Association of Administrative and Service Faculty.

Subd. 6. Campus Association. "Campus Association" means an affiliated campus chapter of the Minnesota State University Association of Administrative and Service Faculty.

Subd. 7. President. "President" shall refer to the president of each member university of the State University System.

Subd. 8. Chancellor. "Chancellor" shall refer to the Chancellor of the State University System.

Subd. 9. State University Board or Board. "State University Board" or "Board" shall mean the State University Board of Minnesota.

Subd. 10. Agreement. "Agreement" shall mean this collective bargaining Agreement.

Subd. 11. Meet and Confer. "Meet and Confer" means the exchange of views and concerns between the Employer and the Association.



## ARTICLE VI

### PERSONNEL FILES

Section A. Personnel Files. Each university shall maintain at the university one (1) official personnel file for each employee. Such file shall contain copies of personnel transactions, official correspondence with the employee, evaluation reports prepared by the university as well as other similar materials. Unsigned letters or statements relating to an employee shall not be placed in his/her personnel file. Only those persons whose job responsibilities require it, and who are designated by the President shall have access to an employee's personnel file.

Section B. Review. Consistent with law, each employee shall have access to his/her personnel file. Such access shall be during normal business hours under university supervision. Any letters of recommendation solicited in connection with an employee's employment, not accessible under law, shall not be available to that employee. An employee shall have the right to place in his/her file such material as he/she determines may have a bearing on his/her position as an employee including statements in response to any items placed in his/her file.

Section C. Exclusive Representative. Representatives of the Association, or other persons, having written authorization from the employee concerned, may examine, under university supervision, the official file of that employee, except for the limitation provided in Section B hereof.

Section D. Right to Copies. Upon written request of the employee, the Employer shall provide to the employee copies of contents of his/her personnel file, except as limited in Section B hereof, provided that the cost of providing such copies is borne by the employee. Copies of employee evaluations and/or negative material relating to the employee shall be furnished to the employee at the time of their placement in his/her personnel file.

## ARTICLE VII

### ASSOCIATION RIGHTS

#### Section A. Dues Check-off.

Subd. 1. The Employer agrees to cooperate with the Department of Finance and the Association in facilitating the deduction of membership dues established by the Association from the salary of each employee who has authorized such deduction in writing. The aggregate deductions of all employees shall be remitted together with an itemized statement to the Association Treasurer no later than fifteen (15) calendar days following the end of each payroll period.

Subd. 2. In accordance with Minnesota Statutes, the Association may request the Employer to check-off a fair share fee for each member of the unit who is not a member of the Association.

Subd. 3. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgments brought or issued against the Employer by an employee as a result of any action taken in accordance with the provisions of this section.

#### Section B. Meet and Confer.

Subd. 1. Systemwide. The Association may establish a committee of no more than eight (8) members to meet and confer with the Chancellor or his/her designee(s) at least three (3) times each calendar year for the purpose of discussing matters of mutual concern, including those matters necessary to the implementation of this Agreement which are Systemwide in nature. The Chancellor or his/her designee(s) shall provide the facilities and set the time for such conferences upon request of the Association. A written agenda shall be submitted

by the Association to the Chancellor at least ten (10) calendar days in advance of the scheduled meeting date. At the discretion of the Chancellor, additional matters for discussion may be placed on the agenda upon advance notice to the Association.

Subd. 2. University. Each Campus Association may establish a committee of no more than nine (9) members to meet and confer with the university President or his/her designee(s) for the purpose of discussing local issues of mutual concern or interest. Such meetings will be held at the request of either party at least monthly at mutually acceptable times and locations. The requesting party shall submit a proposed agenda to the other party at least seven (7) calendar days in advance of the scheduled meeting date. Additional items for discussion may be added to the agenda by either party, and such additions shall be promptly communicated to the other party prior to the meetings.

The Campus Association may make recommendations in the following areas: curriculum, evaluation of students, graduation requirements, admissions policies, budget planning and allocations, programs and program development, long-range planning, development of campus facilities and procedures for the selection of personnel.

Section C. Access to Information. The Employer agrees to provide the Association with information pertaining to the Employer's budget, both present and proposed, and other statistical/financial information necessary for the negotiation and implementation of this Agreement. The Employer will send to the Association, within thirty (30) calendar days

after the execution of this Agreement, a list stating the name, address, campus, salary, job title, length of appointment, and appointment status of all employees then in the unit and will, monthly send the Association State President, the Campus Association President, and the Exclusive Representative a list of any changes. The Employer shall also furnish the Campus Association President copies of announcements of unclassified, non-teaching vacancies and new non-teaching positions at the time such vacancies and positions are announced for recruitment purposes. This provision shall not be construed to require the Employer to compile information and statistics in the form requested which are not already compiled in that form, unless mutually agreeable. Reasonable costs incurred in compiling such data and information may be charged by the Employer to the Association.

Section D. Use of Facilities. Upon request to the university President or his/her designee, the Campus Association shall be permitted to meet at the university if appropriate facilities are available. All requests must be submitted in writing at least three (3) calendar days prior to the requested meeting date. Any additional costs incurred by the Employer because of the Campus Association's use of its facilities may be charged to the Campus Association.

Section E. Bulletin Boards. The university President or his/her designee shall assign at least one (1) bulletin board in a convenient location on the campus for the exclusive use of the Campus Association or Association for the purpose of posting meeting notices and other relevant announcements.

Section F. Employee Mail. The Campus Association or Association shall be permitted the right to use university mail distribution services for on-campus mailings to employees.

Section G. Association Release Time. The Employer shall afford reasonable release time, without pay, to elected or appointed representatives of the Association for the purpose of conducting the duties of the Association.

Section H. Board Meetings. The Association President and each Campus Association President shall be sent advance notices and agendas of the State University Board meetings and shall also be provided copies of State University Board minutes.

## ARTICLE VIII

### MANAGEMENT RIGHTS

Section A. Inherent Rights. Except as expressly delegated in this Agreement, the Employer reserves all management rights and management functions as provided by law to the State of Minnesota.

Section B. Management Rights. Except as expressly delegated in this Agreement, the parties agree that management rights include but are not limited to the following: establishment of educational policies of the universities; administration of the universities, selection, direction, assignment, transfer, evaluation and promotion of employees; establishment of class schedules; the exercise of such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, and the number of personnel.

Section C. Management Responsibilities. The parties also recognize the right and obligation of the Employer efficiently to manage and conduct the operation of the system within its legal limitations and with its primary obligation to provide educational opportunities. The foregoing enumeration of Employer rights and duties shall not be deemed to exclude other inherent management rights and functions not expressly reserved herein, and all management rights and functions not expressly delegated in this Agreement are reserved to the Employer.

## ARTICLE IX

### AGREEMENT AGAINST STRIKES AND LOCK-OUTS

Section A. Lock-Outs. No lock-out of employees shall be instituted by the Employer during the term of this Agreement.

Section B. Strikes. During the life of this Agreement, no strike of any kind, as defined in Minnesota Statutes 179.63, Subd. 12, shall be engaged in, sanctioned, or supported by the Association, its officers, or agents, unless the Employer refused to accept binding arbitration when requested to do so pursuant to P.E.L.R.A. or unless the Employer refuses to comply with a valid arbitration decision pursuant to P.E.L.R.A. In the event the Employer alleges that any employee or employees are engaged in a strike, the Association will, upon written notification, immediately notify such employee or employees in writing of the allegation and the implications of a strike.

## ARTICLE X

### APPOINTMENT

Section A. Appointments. There shall be the following types of employee appointments:

Subd. 1. Temporary. A temporary appointment is an appointment for a limited period of time, and is to be used only when the position to be filled is clearly of a temporary nature.

Normally, a temporary appointment shall not exceed twelve (12) months in duration; however, the President may extend such an appointment to a maximum of twelve (12) additional months when such action is deemed to be in the best interests of the university. However, temporary appointments may also be used to fill vacancies created by leaves of absence or to fill positions when the President determines that normal recruitment and selection procedures cannot be implemented due to time constraints; in the latter case, a temporary appointment may not exceed nine (9) months in duration. Temporary employment terminates at the end of the appointment period, and does not imply that any future employment will be offered.

A temporary appointment may also be made to positions financed by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer, and such appointments may be extended beyond the two year period. Beginning with the effective date of this Agreement within any particular department, program, or service area, which includes positions so funded, the least senior employee or employees other than the Director shall occupy those positions financed by such outside jurisdiction or agency. The probationary period for employee(s) moved from temporary positions by



effect of this subdivision shall be governed by Subd. 2(c) below and shall begin on the effective date of this Agreement. Current appointment letters shall be modified to conform to this Agreement.

Subd. 2. Probationary.

- (a) Definition. A probationary appointment means that the individual holding such an appointment is being evaluated for purposes of determining whether or not he/she will be offered an appointment with permanent status.
- (b) Length. The total period of probationary service, prior to the acquisition of permanent status, shall be five (5) years of full-time equivalent continuous service. For purposes of this Article, a full-time appointment of nine (9) to twelve (12) months shall be considered to be a year of service. For purposes of this Article, "continuous service" shall commence on the first duty day an employee begins employment service with a state university, and shall be interrupted only by separation because of resignation or dismissal for just cause.
- (c) Computation. The probationary period shall include all probationary service in a position within the bargaining unit within the employee's particular university. At least thirty (30) months of temporary service at the employee's university and in his/her current position shall be included in the computation of the probationary period. However, in the event that an employee in a position financed by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer is reassigned to a position within the bargaining unit not so funded, the

employee involved shall receive up to four (4) years of credit toward permanent status but in such case shall serve a minimum of one (1) year probationary status in that position. Notwithstanding the above, prior service in the classified service or in soft-money funded positions, if such service is in the employee's current position, shall be counted toward completing the probationary period up to a maximum of four (4) years.

(d) Termination. Probationary employees may be terminated during the probationary period in accordance with the provisions of Article XXII, Dismissal, Suspension, and Disciplinary Demotion, and Article XXI, Layoff. An employee who is not to receive an appointment with permanent status after completing the probationary period, shall receive at least six (6) months' advance notice of that fact. The decision of the President to terminate a probationary employee shall not be subject to the arbitration step of the Grievance Procedure.

(e) Evaluation. Probationary employees shall be provided an annual, written performance evaluation based on job performance prior to June 30 of each year.

Subd. 3. Permanent Status. An appointment with permanent status is an appointment granted by the Employer upon successful completion of the probationary period specified in Subd. 2 above. Appointments with permanent status are for an indefinite time period and individuals holding such appointments continue in employment status within the university, but not in any particular administrative position, unless terminated under the provisions of either Article XXII, Dismissal, Suspension, and Disciplinary Demotion, or Article XXI, Layoff.

Section B. Current Employees. Employees whose initial appointment with a university in a position in the bargaining unit commenced prior to March 5, 1976 shall be subject to the following provisions:

Subd. 1. Employees Automatically Granted Permanent Status.

Any employee who has been granted administrative tenure either prior or subsequent to June 30, 1971, under SUB Rules and Regulations in effect prior to June 30, 1971, shall automatically be granted permanent status within the university but not in any particular administrative position. Employees who have earned tenure in an academic program shall automatically be granted permanent status as defined in Subd. 3 above.

Subd. 2. Employees With Academic Tenure. Employees who have earned tenure in an academic program shall retain their tenure in that program and in their highest academic rank and not in any administrative position. An employee may elect to return to a position in that academic program in which he/she holds tenure if said employee is eligible to claim a position pursuant to the contract provisions of the Agreement covering employees in that academic program. If, however, such reassignment requires the termination of an employee in the academic program who has less seniority, the effective date of the employee's reassignment shall be deferred until a vacancy exists or until the end of the next subsequent academic year, whichever is earlier. In the interim period prior to reassignment, the Employer may assign the employee to another administrative position at the university at a comparable salary level. An employee who has earned or earns tenure may also hold permanent status under the provisions of this Article.

Section C. Exclusion. Employees holding positions financed by monies from an outside jurisdiction or agency which may terminate such funding in

a manner beyond the control of the Employer, shall not be eligible for permanent status appointments as long as the positions are so funded.

## ARTICLE XI

### WORKLOAD

Section A. Duty Days. For purposes of determining employee benefits, the annual duty days for a twelve (12) month appointment shall be calculated at 261 days, inclusive of all paid holidays and paid leave days. Any appointment of less than twelve (12) months, or less than full time, shall be figured as a fraction of 261 days.

Section B. Work Schedule. The Employer and the Association endorse the principle that non-traditional working patterns may provide the best means for the discharge of professional responsibilities. In such context, the Employer agrees that schedule adjustments as approved by the President shall be made to compensate for specific projects in excess of normal duties.

Section C. Fair Labor Standards Act. No provision of this Agreement shall abridge, violate or diminish rights of employees as guaranteed by the Federal Fair Labor Standards Act.

## ARTICLE XII

### SALARIES

#### Section A. Assignment to Salary Range.

Subd. 1. Process. For purposes of assignment of positions to salary ranges the Employer agrees to continue to use the following instruments as used in 1976: the State University System Position Description Questionnaire; the Evaluation Factors and Related Questions; the Classification Evaluation System Results.

Subd. 2. Range Assignments. Assignments of positions to salary ranges as specified in Section B, are set forth in Appendix II. Such assignments shall continue for the duration of this Agreement unless reassigned pursuant to Subd. 3 of this Section.

Subd. 3. Position Reassignments. Positions created or revised during the term of this Agreement will be evaluated or re-evaluated for purposes of assignment to a salary range. An employee may request to have his/her position re-evaluated if such a request is based upon changes in the position and such request shall be acted upon unless the position has been evaluated in the previous twelve-month period, in which case endorsement of the request by the President will be required before a re-evaluation is undertaken. The Employer agrees that an opportunity shall be provided to each employee and, upon his/her request, to the Campus Association President, to examine the evaluation instrument and to discuss with the President or his/her designee the evaluation of his/her position. The Campus Association President and the employee shall be furnished a copy of the evaluation or re-evaluation, and either

the employee or the Campus Association President may request the President to review the initial evaluation or re-evaluation. A further review of the evaluation or re-evaluation will be made by the Chancellor's office upon the request of the employee or the Campus Association President.

Subd. 4. Position Description. The Employer agrees to provide each employee a copy of his/her position description, and all such position descriptions shall be available to the Campus Association President upon request. The format of position descriptions shall be uniform for all employees in the bargaining unit.

Subd. 5. Discretion. The ultimate authority of assignment to ranges is reserved to the discretion of the Employer.

Section B. 1981-82 Salaries.

Subd. 1. Calculation of Salary Step. For purposes of determining step placement on the salary schedule, the interim schedule found in Appendix I shall be used.

- (a) Each employee who was employed in fiscal year 1981 and who returned in fiscal year 1982 shall be placed upon the step in the range to which his or her position was assigned on July 1, 1981 which is either equivalent to his/her fiscal year 1981 base salary or, if no equivalent salary is shown, at the step with a salary nearest to but higher than his/her fiscal year 1981 salary. An employee whose fiscal year 1981 salary was in excess of the maximum of step 12 shall not be assigned an interim step.
- (b) Those employees hired before July 1, 1981 and who were excluded from consideration for fiscal year 1981 equity adjustments pursuant to the Memo of Understanding entered into on July 2, 1979, or who were promoted or reassigned

during fiscal year 1981 were otherwise eligible for equity and received a 5% increase at the time the promotion or reassignment shall have their initial salary step, as determined above, reviewed to determine if such salary is internally consistent with other bargaining unit employees, pursuant to a procedure developed by the Chancellor's office. If necessary, the employee's salary step will be adjusted to reflect internal equities. The decision to grant additional step increases is not subject to the provisions of Article XXVI, Grievance Procedure.

- (c) An employee hired on or after July 1, 1981 but before the effective date of this Agreement will be placed on the step in his/her range equivalent to the salary which the employee was hired. If no equivalent salary is shown, the employee shall be placed on the next highest step in the appropriate range. Additionally, the salary step placement will be reviewed in accordance with the criteria set forth in Section F to determine if appropriate credit was given for prior experience. If this was not the case, additional adjustments may be necessary.
- (d) Following determination of step placement specified above, all employees hired before July 1, 1981 except those assigned to step 12 shall have their step placement advanced by one (1) step.

Subd. 2. Determination of Fiscal Year 1982 Base Salary. The fiscal year 1982 base salary for bargaining unit employees employed as of the effective date of this Agreement shall be the salary, as shown below, which corresponds to their step placement as determined in Subd. 1 above. Such base salary will be effective retroactive to July 1, 1981, for all employees



employed as of that date; for employees hired subsequent to July 1, 1981, increases will be retroactive to the date of hire.

For those employees whose positions were reassigned or who were promoted since July 1, 1981, the salary in the new range will be calculated in accordance with Sections G or H below, as appropriate, and will be retroactive to the date of such promotion as range reassignment.

An employee whose fiscal year 1981 salary was above step 12 for his/her range as shown on the interim schedule in Appendix I shall be placed on step 13 of the schedule below, unless his/her fiscal year 1981 salary exceeds that of step 13. Any employee whose fiscal year 1981 salary was above that indicated on step 13 below shall have his/her fiscal year 1981 salary increased by 3-3/4% for fiscal year 1982.

<u>Step</u>	<u>Range 1</u>	<u>Range 2</u>	<u>Range 3</u>	<u>Range 4</u>	<u>Range 5</u>	<u>Range 6</u>
0	\$10,332	\$11,593	\$14,753	\$17,912	\$20,440	\$24,861
1	10,701	12,120	15,313	18,530	21,383	25,760
2	11,070	12,647	15,872	19,147	22,327	26,659
3	11,438	13,174	16,432	19,765	23,270	27,558
4	11,807	13,701	16,992	20,384	24,214	28,457
5	12,176	14,227	17,551	21,021	25,157	29,356
6	12,545	14,754	18,111	21,620	26,100	30,255
7	12,914	15,281	18,671	22,238	27,044	31,153
8	13,283	15,808	19,231	22,856	27,987	32,052
9	13,652	16,335	19,790	23,474	28,931	32,951
10	14,021	16,861	20,350	24,092	29,874	33,820
11	14,390	17,388	20,910	24,710	30,817	34,749
12	14,753	17,912	21,465	25,328	31,764	35,643
13	15,196	18,449	22,108	26,088	32,717	36,712

Section C. Salaries for 1982-83. Effective with the beginning of the first full payroll period in fiscal year 1983, salaries of employees shall be adjusted as set forth below.

Subd. 1. The salary step placement within each range for employees who were employed in fiscal year 1982 and who return in fiscal year 1983 shall be increased one (1) step. Only those employees who were initially assigned to step 12 in Section B, Subd. 1(a) shall be moved to step 13. Employees who are not assigned to step 12 or above as of July 1, 1981 shall be required to complete at least two (2) years at step 12 prior to being moved to step 13.

Subd. 2. All employees shall then have their salaries adjusted as shown below. Any employee whose salary during fiscal year 1982 was above that indicated on step 13 below shall have/her fiscal year 1982 salary increased by 3-3/4% for fiscal year 1983.

<u>Step</u>	<u>Range 1</u>	<u>Range 2</u>	<u>Range 3</u>	<u>Range 4</u>	<u>Range 5</u>	<u>Range 6</u>
0	\$10,926	\$12,260	\$15,601	\$18,942	\$21,615	\$26,291
1	11,316	12,817	16,193	19,595	22,163	27,241
2	11,707	13,374	16,785	20,248	23,611	28,192
3	12,096	13,932	17,377	20,901	24,608	29,143
4	12,486	14,489	17,969	21,556	25,606	30,093
5	12,876	15,045	18,560	22,230	26,604	31,044
6	13,266	15,602	19,152	22,863	27,601	31,995
7	13,657	16,160	19,745	23,517	28,599	32,944
8	14,047	16,717	20,337	24,170	29,596	33,895
9	14,437	17,274	20,928	24,824	30,595	34,846
10	14,827	17,831	21,520	25,477	31,592	35,796
11	15,217	18,388	22,112	26,131	32,589	36,748
12	15,601	18,942	22,699	26,784	33,590	37,692
13	16,070	19,510	23,379	27,588	34,598	38,823

Section D. Exclusions. Salary increases provided in Sections B and C hereof shall not apply to Health Service Physicians and Para-professional Day Care Center employees (Assistant Teachers). Following execution of this Agreement, the parties shall meet and confer regarding the allocation of increases to such personnel.

Section E. Duration of Salary Increases. Any salary increases provided in this Agreement shall be limited to the duration of this Agreement, and if a successor Agreement is not in effect on July 1, 1983 employees shall be compensated pursuant to the effective salary as of June 30, 1983, until such time as a successor Agreement is in effect.

Section F. Salaries for New Employees. In determining minimum salary, new employees hired subsequent to the effective date of this Agreement will be credited with one (1) salary step above the minimum for each year of relevant professional experience not to exceed three (3) years. The salaries of new employees shall not exceed the mid-point of the appropriate salary range without approval of the Chancellor.

Section G. Salaries on Promotion or Voluntary Demotion. A current employee selected through a search process to fill a vacant position in a higher salary range (promotion) will be compensated at a step which is at a minimum the nearest higher step in the new salary range plus one (1) additional step.

An employee who voluntarily accepts a position in a lower salary range shall have his/her salary reduced to the maximum of the new range.

Section H. Salary Upon Reassignment. When, because of increased levels of responsibility within a given job, that job is re-evaluated in accordance with the procedures set out in Section A and reassigned to a higher salary range, the employee shall receive a salary equivalent to the step in the higher range closest to but not less than his/her existing salary plus one (1) additional step.

Section I. Additional Assignments. For additionally assigned

responsibilities not reasonably covered by the employee's position description and outside the employee's normal work hours, appropriate additional compensation shall be provided.

Section J. Discretionary Function. The discretionary function of the Employer as provided in this Article shall not be the subject of the Grievance Procedure.

## ARTICLE XIII

### INSURANCE

Section A. Group Insurance. The Employer agrees to maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of insurance and the certificates issued thereunder. However, benefits under any particular Health Maintenance Organization are subject to change during the life of this Agreement upon action of that Health Maintenance Organizations' Board of Directors.

Section B. 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>Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death &amp; Dismemberment-Principal Sum</u>
\$20,000 or less	\$20,000	\$20,000
\$20,000 - \$30,000	30,000	30,000
Over \$30,000	40,000	40,000

Section C. Employer Contribution for Health Insurance. Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total Blue Cross and Blue Shield insurance premium not to exceed the total cost for employee coverage.

Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total dependent Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage

not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan, or any other plan offered by the Employer. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section D. Employer Contribution for Dental Insurance. Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section A above.

Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective the first day of the first payroll period following the effective date of this Agreement, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to one-half ( $\frac{1}{2}$ ) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer.

Section E. Optional Insurance. Up to \$100,000 additional life insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent

coverage of \$2,000 for each dependent and up to one-half ( $\frac{1}{2}$ ) the principal sum carried by the employee for the spouse shall also be available for purchase.

The Employer shall continue to make available all other existing optional insurance coverages.

Section F. Group Premium for Early Retirement. Employees who retire from state service prior to age sixty-five (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 insurance plans as set forth in Minn. Stat. 43A.27, Subd. 3.

Section G. Life Insurance -- Retired Employees. Employees retiring on or after July 1, 1981, will be entitled to a five-hundred dollar (\$500.00) death benefit provided the employee is eligible for and receiving benefits under a state retirement program. A \$500.00 death benefit shall also be payable to the designated beneficiary of an employee who becomes totally and permanently disabled after July 1, 1981, and who at the time of death is receiving a state disability benefit and is eligible for a deferred annuity under a state retirement program.

Section H. Insurance Coverage for Laid Off Employees. All eligible employees with permanent status who have been laid off pursuant to the provisions of Article XXI shall continue to be eligible to receive the benefits provided in this Article for a period of six (6) months from the effective date of layoff. Such employees shall have the option to continue to participate in the group insurance programs for an additional six (6) months at their own expense at the group premium rates.

Section I. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections C and D above during the period August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period

nearest October 1 in each year.

Section J. Eligibility for Employer Paid Benefits. To be eligible for Employer paid benefits provided in this Article, an employee must be employed for at least 75% of a nine (9) month or more appointment as defined in Article XI, Workload. A probationary employee hired during a fiscal year at 75% time or greater should also be eligible for coverage.

Benefits shall become effective on the first day of the first payroll period beginning on or after the twenty-eighth (28th) calendar day following the first day of employment. An employee must be actively at work on the effective date of coverage except that an employee who is on a paid leave on the date state 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 is covered.

Benefits provided under this Article shall continue as long as an employee meets the basic eligibility requirements. An employee eligible for basic coverage paid by the Employer shall have such coverage maintained during the period of a sabbatical leave. Coverage will continue when an employee is off the payroll due to work related injury or disability and is either receiving workers' compensation payments or on leave of absence as provided in Article XVII. Sick leave cannot be used for the purpose of continuing state paid insurance by keeping an employee on the state payroll for one (1) 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 an academic year and such employment contemplates absences from the state payroll during the summer months or other vacation periods during the regular academic year, the employee shall nonetheless be eligible for benefits



provided the employee appears on the regular payroll for at least one (1) working day in the payroll period preceding such absences.

Coverage will terminate at the end of the payroll period of the effective date of resignation, termination or non-renewal. However, a temporary employee will cease to be covered at the expiration date of his/her contract, unless notice is provided by the Employer by May 1 of each year that the employee will be rehired.

For employees age sixty-five (65) and over, insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally sponsored Medicare program.

Any employee who resigns, is terminated, or not rehired at any time shall be given a notice of eligibility to continue insurance at his/her expense for six (6) months.

Section K. Employee Paid Benefits. An employee employed on the basis of 50% to 75% of a nine (9) month or more appointment may, at his or her own expense, elect to be covered by the benefits provided for in this Article.

## ARTICLE XIV

### TRAVEL

Section A. Reimbursement. Employees engaged in expressly assigned travel by the Employer shall be reimbursed for expenses actually incurred while in travel status in accordance with the travel regulations promulgated by the Chancellor. Copies of current travel regulations shall be readily available for employee examination on each campus.

Section B. Use of Private Vehicles. Whenever practicable, state-owned vehicles shall be made available to employees required to travel on behalf of the Employer. The Employer may elect to allow employees to utilize personal vehicles on a case-by-case basis and reimburse the mileage resulting at the rates provided under the travel regulations. Except for emergency circumstances, or when defined by the Employer as a condition of employment, an employee shall not be required to use a personal vehicle for university purposes.

Section C. Out-of-State Travel for Professional Purposes. Employees traveling out-of-state for professional purposes not reimbursed pursuant to Section A hereof, as assigned travel by the Employer, may apply to the President for partial reimbursement for such travel to the extent that funds for such purposes are available within the annual budget.

## ARTICLE XV

### SEVERANCE PAY

Section A. Eligibility. Severance pay shall be granted to employees in accordance with the following provisions:

Subd. 1. All employees who have accrued twenty (20) years of service in the State University System shall receive severance pay upon separation from the System.

Subd. 2. Employees who have fewer than twenty (20) years of service in the State University System shall receive severance pay upon mandatory retirement, death, or permanent layoff, except, however, employees on temporary appointments with less than five (5) years of consecutive full-time equivalent service shall not be eligible for severance pay.

Subd. 3. Employees who retire from the State University System after ten (10) years of service, and who are eligible for and receive an annuity under a state retirement program shall also receive severance pay.

### Section B. Computation.

Subd. 1. Severance pay shall be computed upon forty percent (40%) of the employee's regular accumulated but unused sick leave balance based on the employee's then current rate of pay.

Subd. 2. The base for computing severance pay shall not exceed 1,000 hours, nor shall said base include "lapsed" sick leave hours as provided by this Agreement.

Subd. 3. Calculation of an employee's hourly rate for purposes of computing severance pay shall be based upon a base of 2,088 working hours per year. Appointment periods of less than one (1) year in duration shall be pro-rated on this base.

Section C. Reappointment. In the event an employee who has received severance pay be subsequently reappointed to the State University System future severance pay for the employee shall be computed upon his/her unused sick leave balance accumulated since the reappointment.

Section D. Separation Incentive.

Subd. 1. Eligibility. In addition to the above, any employee who has served at least fifteen (15) years in the State University System and is at least fifty-five (55) years of age shall be eligible for early separation.

Subd. 2. Compensation. An eligible employee who elects early separation through resignation or early retirement shall receive compensation equal to his/her base salary. Subsequent to July 1, 1982, an eligible employee who elects such early separation shall receive compensation equal to his/her base salary minus 10% of his/her base salary for each year beyond age fifty-five (55). The employee shall receive the compensation in two equal annual payments, the first upon separation and the second in the following year, or on other reasonable terms as conveyed by the employee and accepted by the administration.

Subd. 3. Maintenance of Benefits. The separated employee shall have the right to continue, at the Employer's expense, health insurance benefits for one year after separation.

Subd. 4. Persons choosing early separation shall have eligibility for early retirement payments determined in accordance with appropriate statutes and regulations.

## ARTICLE XVI

### HOLIDAYS

Section A. Designated Holidays. The following days shall be designated as paid holidays when they occur during an employee's appointment period.

Columbus Day\*  
New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day\*  
Thanksgiving Day  
Christmas Day  
The work day immediately preceding Christmas Day  
Presidents' Day\*

\*The President may, after meeting and conferring with the Campus Association, designate alternate days for the observance of these holidays.

Section B. Holidays Falling on Weekends. When any of the above holidays fall on a Saturday, the preceding day shall be a holiday. When any of the above holidays fall on a Sunday, the following Monday shall be a holiday.

Section C. Changes in Legal Holidays. Additional holidays established by State law shall be added as holidays under this Agreement.

ARTICLE XVII

PAID LEAVES OF ABSENCE

Section A. Vacation Leave.

Subd. 1. Accrual.

- (a) All employees holding twelve (12) month appointments in the State University System shall accrue vacation leave with pay at the following rates per fiscal year (July 1 through June 30):

<u>Length of Continuous Service with the State University System</u>	<u>Accrual Rate</u>
0 through 8 years	22 days
9 through 15 years	23 days
16 through 20 years	24 days
21 years and over	26 days

- (b) For purposes of this Article, "continuous service" shall commence on the first duty day an employee begins employment service with a state university, and shall be interrupted only by separation because of resignation or dismissal for just cause. A leave of absence without pay granted in accordance with Article XVIII shall not interrupt "continuous service"; however, an employee shall not accrue additional continuous service while on such unpaid leave status.
- (c) Unused vacation leave shall be allowed to accumulate to a total of thirty (30) days, except that the President shall extend such accumulation in circumstances where the President determines that the employee is unable to utilize vacation leave because of the requirements of his/her assignment or because of physical incapacity. Employees may not take vacation leave until they have been employed a sufficient length of time to have earned the number of vacation days taken.

Subd. 2. Vacation.

- (a) Less than Twelve-Month Employees. With the approval of the President, employees with less than twelve (12) month appointments may elect either the academic term vacation schedule or the vacation schedule as provided in Subd. 1 hereof as appropriately pro-rated. Employees with appointments of fewer than six (6) months in duration shall not accrue vacation.
- (b) Part-time Employees. Part-time employees who work fewer than the normal eighty (80) hours per payroll period shall have their vacation accruals pro-rated according to the portion of time employed each payroll period.

Subd. 3. Utilization. The President shall grant an employee's vacation at a time requested by the employee insofar as the staffing needs of the university permit.

Subd. 4. Separation Payment. An employee shall be compensated at the final rate of pay for all unused, accumulated vacation leave time upon separation.

Section B. Sick Leave.

Subd. 1. Fifteen (15) duty days of sick leave shall be credited to all new full-time employees at the time of their employment to cover possible disability during the first fifteen (15) months of employment. Beginning with the 16th month of employment, each employee will be credited with one (1) additional day of sick leave for each succeeding month of service.

Subd. 2. Unused sick leave may accumulate to a total of one hundred and twenty-five (125) days. Sick leave earned over the maximum will be considered lapsed but shall be recorded to

credit. In the event that an employee with an illness exhausts his/her current accumulated sick leave, and has lapsed sick leave recorded to his/her credit, additional sick leave shall be granted by the university President upon valid medical documentation, to the extent required by the employee's illness, but not to exceed the total amount of his/her lapsed sick leave.

Subd. 3. Employees appointed to a temporary appointment as provided for in Article X, Section A, Temporary Appointment, shall be credited upon initial employment with one (1) day of sick leave for each month of anticipated service.

Subd. 4. Individuals commencing employment on less than a full-time basis shall be given sick leave credit as described in this section at the start of employment on a pro-rata basis. Such part-time employees shall accumulate sick leave on the basis of one (1) day per month employed pro-rated by the fraction of the time employed. In the use of sick leave, such employees shall be charged on a pro-rata basis according to the fraction of the time employed at the time of leave.

Subd. 5. Sick leave shall be granted by the President for absences made necessary by reason of illness or disability, including temporary disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and/or recovery therefrom; by exposure to contagious disease which may endanger the individual or the public health; or by illness in the immediate family of the employee, making it necessary that the employee be absent from his/her duties. In the case of absence for illness of members of the immediate family, the term "immediate family" shall be defined to include the spouse,



children, ward, parent, or parent of the spouse living in the employee's household.

Subd. 6. All sick leave earned prior to ratification of this Agreement shall remain in full force and effect, and shall be credited fully to each employee's sick leave accumulation.

Section C. Bereavement Leave. The use of a reasonable period of bereavement leave, up to five (5) days per occurrence, shall be granted in case of a death in the immediate family, and the term "immediate family" shall be construed to mean the spouse, the parents, guardian, children, grandchildren, brothers, sisters, grandparents, or wards of the employee, or employee's spouse. Bereavement leave shall not be deducted from sick leave in the case of death of relatives of the employee or the spouse's parents. All other bereavement leave shall be deducted from sick leave in the case of other relatives of the spouse. The amount of time allowed by the President shall depend upon circumstances.

Section D. Military Leave. Employees of the State University System who are members of the state or federal armed services are entitled to leave of absence with pay as defined in Minnesota Statutes.

Section E. Court Related Leaves. Employees in the State University System shall be granted a leave of absence with pay for:

Subd. 1. Service upon a jury.

Subd. 2. Appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to subpoena or other direction by proper authority for purposes other than those created by the employee or the employee organization.

Subd. 3. Attendance in court in connection with an employee's official duty, such attendance including the time required in going to the court and returning to the employee's place of work.

Section F. Sabbatical Leave.

Subd. 1. The President may grant a sabbatical leave to an employee who proposes to undertake additional study or other endeavors that will enhance the employee's contribution to the university.

Subd. 2. In order to be eligible for sabbatical leave, an employee must have completed at least six (6) consecutive years of actual full-time service at the university since the employee's initial date of employment or the expiration of such employee's last previous sabbatical leave.

Subd. 3. The employee's application for sabbatical leave shall include a written plan consistent with the purposes outlined in Subd. 1 above.

Subd. 4. The employee shall agree in writing to return to the university for at least one (1) year of full-time service after completion of the sabbatical leave. In the event the employee fails to fulfill substantially the plan upon which he/she was granted a sabbatical leave, or fails to return to the university for one (1) year of full-time service, the employee shall refund to the university such funds awarded during that sabbatical period, except in cases where a layoff prevents the employee from returning.

Subd. 5. Sabbatical leaves may be granted for three (3) consecutive months at a full base salary or for any longer period up to ten (10) consecutive months at one-half ( $\frac{1}{2}$ ) pay.

Subd. 6. Employees on sabbatical leave may accept scholarships, fellowships, grants, or employment during the sabbatical leave, provided the scholarships, fellowships, grants, or employment

provide experience which serves the purpose of the sabbatical leave, and provided that the total compensation to the employee from employment and sabbatical leave pay does not exceed his/her regular monthly salary.

In the event that the total compensation from employment and sabbatical leave pay exceeds the employee's regular monthly salary, the sabbatical leave pay shall be reduced accordingly.

Subd. 7. The number of months available for sabbatical leaves in any one year at each university shall not exceed the equivalent of twelve (12) months at one-half time, times 5% of the number of full-time employees under this Agreement at that University. This maximum may be pro-rated among several employees and among half-pay and full-pay sabbaticals contingent upon the President's determination that funds are available for this purpose and that staffing requirements of the university can be met.

Subd. 8. Employees at universities on other than a quarter system shall be afforded leave options equivalent to those provided above.

Subd. 9. An employee shall be eligible for continued group insurance benefits as provided by law during the course of the leave.

Section G. Emergency Leave. Upon application and approval of the President or his/her designee, an employee may be granted up to three (3) days (non-cumulative) leave per fiscal year for emergency situations necessitating the absence of the employee from the university where other provisions of this Agreement do not allow for such absences.

## ARTICLE XVIII

### LEAVES WITHOUT PAY

Section A. General Leaves. An employee may request leave of absence for valid reasons, for an initial period not to exceed one (1) year. A request for leave shall be made as early as practicable and shall include a statement as to the purpose for which the leave is requested, including its value to the employee and the university. The President shall consider the effect of such a leave upon the university, and a request shall not be arbitrarily denied. A general leave of absence beyond two (2) years may be granted at the discretion of the President.

Section B. Parental Leaves. Parental leave of absence without pay shall be granted to natural or adoptive parents who request same. Employees who intend to use parental leave according to the provisions of this section should notify the President or his/her designee as soon as it is practicable. The leave shall commence on the date requested by the employee, and shall continue for a period up to nine (9) months; however, when feasible, an effort should be made to begin and end a leave coincidental with the beginning of academic quarters. Parental leave may be extended for an additional six (6) months upon application to and approval by the President or his/her designee.

## ARTICLE XIX

### NOTICE OF VACANCIES AND TRANSFER

Section A. Notice of Vacancy. Any full-time vacancy within the bargaining unit shall be made known, simultaneously with any other publication of the vacancy, to the employees, by means of postings on the designated bulletin boards. The Association President and the Campus Association President shall receive copies of such vacancy announcements.

Section B. Transfer.

Subd. 1. Non-Unit Appointment. The Employer may appoint members of the bargaining unit to positions excluded from the bargaining unit. However, no employee shall be required to accept such appointment. Employees shall neither lose nor continue to accrue benefits provided to employees in this bargaining unit because of, or during, the period of any appointment to a position outside of this bargaining unit.

Subd. 2. Transfer to Classified Service. If a position is under consideration by the Employer for transfer to the classified service, the Employer shall provide the affected employee and the Association in writing:

- (a) The classification of the proposed transfer position;
- (b) The entry salary for the employee; and
- (c) The effective date of the proposed transfer.

Section C. Search Committees. At least one Association Representative selected by the Campus Association President shall be included on any search committee established by the Employer for the purpose of making recommendations with regard to the filling of a vacancy

within the bargaining unit. Whenever practicable, if the position being filled is within the MSUAASF unit, the number of MSUAASF members on the committee will not be exceeded by the membership from any other bargaining unit.

## ARTICLE XX

### GENERAL PROVISIONS

Section A. Legal Counsel. If civil proceedings are brought against an employee for acts committed while acting within the scope of employment, he/she shall be furnished legal counsel in accordance with Minnesota Statutes.

Section B. Unemployment Compensation. All employees shall be eligible for unemployment compensation benefits as provided by law.

Section C. Ethical Standards and Outside Employment.

Subd. 1. An employee shall be free to accept such outside employment as does not interfere with the full and proper performance of duties to his/her respective university as outlined in this section.

Subd. 2. No employee shall engage in any outside activity which interferes with his/her regular duties as set forth by university authorities.

Subd. 3. No full-time employee shall during a period of full-time employment receive from any outside source either an annual retaining fee or a regular salary unless the arrangement has been approved by the university President or his/her designee. This section does not apply to such activities as the writing of books or articles, or the giving of occasional speeches.

Subd. 4. No full-time employee is permitted to serve as a regular paid consultant or staff member for another Minnesota state agency without an appropriate leave of absence and deduction of pay at the university.

Subd. 5. No employee shall, while engaging in private practice, use the official stationery of the university or of the Office of the Chancellor, or give as a business address the university, its buildings, its departments, or the Office of the Chancellor.

Subd. 6. No employee shall use the System or university technical equipment for personal use without notice to and the consent of the Employer and the payment of a reasonable fee for the privilege enjoyed.

Subd. 7. No employee shall use his/her position to secure special privileges or exemptions for himself/herself or others.

Subd. 8. No employee shall engage in any transaction as a representative or agent of the State of Minnesota with any business entity in which he/she has a substantial direct or indirect pecuniary interest.

However, this shall not preclude the use in teaching of materials written by employees provided approval has been obtained in writing in advance from the university President or his/her designee.

Subd. 9. No employee shall accept employment or engage in any business or professional activity which he/she might reasonably expect would require or induce him/her to disclose confidential information acquired by reason of his/her official position.

Subd. 10. No employee shall disclose to unauthorized persons confidential information for personal gain or benefit.



Section D. Publication and Distribution of Agreement. The Employer shall assume the cost and responsibility for distribution of one copy of the Agreement to each member of the bargaining unit within a reasonable time after its ratification. The Employer shall also provide a copy of the Agreement to each new employee in the bargaining unit prior to the date when the employee's official duties begin.

Section E. Change of Name. Any change in the name of either party to this Agreement shall in no way affect any of the provisions of this Agreement.

Section F. Worker's Compensation. In the event an employee is absent from work as a result of a compensable injury incurred in the service of a Minnesota State University under the provisions of the Worker's Compensation Act, the employee shall receive compensation in an amount equal to the difference between the employee's regular rate or pay and benefits paid under the Worker's Compensation Act to the extent that the employee has accrued vacation or sick leave credit available. Such additional payments to an employee shall be charged against the vacation or sick leave credits of such employee. In no event shall the combined weekly or monthly compensation paid an employee exceed the normal compensation of the employee.

Section G. Notification of Appointment. Each employee will be notified in writing at the beginning of each fiscal year of his/her salary; salary range; title; type of appointment; starting and ending dates of the appointment; full or part-time status (if part-time, percentage of full-time will be shown); probationary months worked, if any; payment option; soft money designation; and any other relevant special conditions of

employment, if any, such as "live-in" requirements and applicable rental charges for residence hall staff. The format of the appointment form shall be the same for each university, and shall include a statement that the appointment is subject to the provisions of this Agreement.

Section H. Subcontracting. In the event the Employer determines to subcontract out work now being performed by employees, that may result in a reduction of employees, the Association will be notified in advance and afforded the opportunity to meet and confer on the matter.

Section I. Tuition/Fee Reimbursement. If in the judgment of the President the management and operation of the university will be enhanced by having an employee take a class, seminar, or workshop at his/her university, related to his/her job responsibilities, the President shall authorize the waiver of the employee's tuition fees for such class, seminar or workshop. Should the desired course not be available at the employee's university, the Chancellor may upon recommendation of the President authorize the waiver of tuition fees at another university in the System.

Section J. Professional Improvement Funds.

Subd. 1. A systemwide total of thirty-two thousand dollars (\$32,000) each year will be allocated to the universities according to the number of full-time equivalent employees in the bargaining unit at each university.

Subd. 2. These funds shall be grants for the purpose of professional improvement, employee development, staff training, and similar kinds of development programs for employees. All employees shall be eligible to receive grants from these funds upon application submitted to and approved by the President. The President shall approve such

applications if he/she deems the proposed professional improvement or development activities to be in the best interest of the university in improving the job related skills and competence of the employee. The President shall determine the exact amount of each such grant on the basis of availability of funds and the application therefor.

Subd. 3. The Chancellor or his/her designee shall afford the Association the opportunity to meet and confer concerning procedures covering the use of such funds.

Section K. Performance Evaluations. Prior to implementing procedures for employee performance evaluation, the President and/or his/her designee shall meet and confer with the Campus Association.

Section L. Sick and Vacation Leave Balance. The Employer shall provide each employee, on a quarterly basis, a report of his/her sick and vacation leave balances.

Section M. Payment Option. An employee with an appointment of at least nine months in duration may elect, at the beginning of his/her appointment period, to have his/her salary paid over a twelve month period.

## ARTICLE XXI

### LAYOFF

Section A. Procedure. In the event of a reduction of employees, the following provisions shall apply:

Subd. 1. Meet and Confer. The President or, if necessity dictates, his/her designee shall meet and confer with the Campus Association in accordance with the provision of Article VII, Association Rights, Section B, Subd. 2 regarding circumstances which will lead to layoffs of members of this bargaining unit. In connection with such duty to meet and confer available information, statistics, or financial data related to any proposed layoff shall be made available to the Campus Association at least five (5) days prior to the meeting unless the Association agrees otherwise.

Subd. 2. Advance Notice. Written notice of layoff under the provisions of this Article shall be furnished probationary employees at least six (6) calendar months in advance of termination, and employees with permanent status shall receive at least nine (9) calendar months advance notice. The Campus Association President shall receive notice of layoff of any employee in the unit.

Subd. 3. Order of Layoff. After meeting and conferring with the Campus Association pursuant to Subd. 1 hereof, the President shall determine the particular department, program or service area in which personnel reductions are to be made, and the specific position or positions to be eliminated. Reductions shall then be accomplished in the following order:

- (a) If the position or positions identified for elimination are occupied by temporary or probationary employees, no further action is necessary except to provide notice to

probationary employees, as specified above.

- (b) If the position or positions identified for elimination are occupied by employees with permanent status, and there are temporary or probationary status employees in the particular department, program or service area occupying positions in the same or lower salary range as the position(s) to be eliminated the permanent status employees are qualified to fill, as determined by the President, the temporary or probationary employee shall be laid off and the permanent status employee reassigned to the position occupied by such employee.
- (c) If there are not sufficient numbers of temporary or probationary employees in the particular department, program or service area to achieve the number of layoffs necessary, notice of layoff shall be given to the least senior permanent status employee in the same or lower salary range as the position to be eliminated. The employee whose position is to be eliminated will then be reassigned to the position vacated by the least senior permanent status employee, if he or she is qualified as determined by the President. If more than one position is to be eliminated, notice shall be given in inverse order of seniority, and reassignment to resulting vacancies shall be made as indicated above.
- (d) If a permanent status employee whose position is being eliminated has 36 FTE months in another department, program or service area, he/she may choose, at the time the decision is made to eliminate that position, to exercise his/her right to return to that department. Notice within that department will be given consistent with (b) and (c) above.

- (e) An employee who has received notice of layoff or is scheduled to be reassigned as a result of his/her position being eliminated, may, during the period between notice and actual layoff, accept, in lieu of layoff or reassignment, a comparable vacancy within the bargaining unit at that university, provided the President has determined that such vacancy is to be filled and that the employee is qualified.

Subd. 4. Calculation of Seniority. For the purpose of this Article, "seniority" shall be defined as continuous full-time equivalent employment service at the university in positions within the bargaining unit. An authorized leave of absence, pursuant to Article XVII or XVIII of this Agreement, shall not be deemed an interruption of continuous service. For purposes of this section, a full-time employee on a 9 to 12 month contract shall be considered to have accrued one year of seniority.

If two or more employees have equal seniority, then those with greater length of service in permanent status shall have priority for retention. Should employees still be equal in seniority, then the decision of which person to retain will be made on the basis of employee competence and programmatic needs of the university as determined by the President.

A seniority roster shall be posted by the President or his/her designee on or before November 1st of each year, and a copy of such rosters shall be furnished to the Campus Association President. Grievances concerning the accuracy of the roster must be filed within 30 calendar days of publication of the roster and must be limited to changes made and shown on the most recent roster.

Employees on leave status at the time of posting of the seniority roster shall have 30 calendar days after the end of such leave within which to file a grievance. The format of the seniority roster shall be the same for each university. The rosters shall contain all relevant information necessary to implement this Article, including a notation of any department, program or service area in which the employee has served at least thirty-six (36) FTE months.

Subd. 5. Sabbatical Leave. If an employee had been scheduled for a sabbatical leave, he/she shall not be deprived of his/her sabbatical leave because he/she is subject to layoff.

Section B. Recall. Employees with permanent status as defined in Article X laid off in accordance with this Article shall have recall rights in the same or similar position within the department, program, or service area from which he/she was terminated in accordance with the following provisions:

Subd. 1. When vacant positions are filled, laid-off employees shall be offered re-employment in inverse order of their layoff from the university.

Subd. 2. Persons offered re-employment must accept such offer within fifteen (15) calendar days after such offer, such acceptance to take effect on a date specified by the President which will be not less than forty-five (45) calendar days from the date of the re-employment offer unless otherwise agreed by the university and the employee.

Subd. 3. Persons who decline such offers of re-employment waive all rights of recall as established in this Article and shall have their names stricken from the recall list.

Subd. 4. All recall rights established herein shall expire at the conclusion of two years (24 months) from the effective date of the

employee's layoff.

Subd. 5. A list of all employees laid off within the prior two-year period shall be maintained and circulated to each member university in the State University System.

Subd. 6. By August 1 of each year, the Employer shall provide the Association President with a list of laid-off employees eligible for recall, and shall provide prompt notice of changes.

Section C. Accrued Benefits. An employee who is recalled in accordance with this Article shall retain all unused sick leave accumulations as well as his/her previously earned credits for sabbatical leave but shall not accrue any such benefits during the period of layoff.

Section D. Grievance Procedure. The decision to lay off shall not be considered a termination of appointment or a dismissal for cause, and an employee laid off shall not be permitted to grieve that decision pursuant to the provisions of the Grievance Procedure. Subsequent to a decision to reduce employees, an affected employee may grieve violations of the procedure described in this Article.

Section E. Determination of Department or Program. Departments, programs, or service areas defined as of the date of execution of this Agreement shall continue to exist unless the President redefines departments, programs, or service areas based upon the needs of the university. Such determinations of the President shall be subject to the meet and confer process specified herein, but not to the provisions of the Grievance Procedure. Each university shall provide the Campus Association a list of departments, programs, or service areas within sixty (60) calendar days after the execution of this Agreement.



## ARTICLE XXII

### DISMISSAL, SUSPENSION, AND DISCIPLINARY DEMOTION

Section A. Just Cause. Employees may be dismissed, suspended without pay, reduced in salary for disciplinary reasons, demoted for disciplinary reasons, or reprimanded in writing only for just cause.

Section B. Procedure.

Subd. 1. In the event the President believes just cause exists for an action as defined in Section A hereof, he/she shall give written notice of the proposed action specifying all the reasons to the affected employee.

Subd. 2. A dismissal for cause shall require at least twenty (20) calendar days written notice, and such notice shall include a statement of all of the charges.

Subd. 3. Suspensions without pay shall be limited to no more than a thirty (30) calendar day period.

Subd. 4. A reprimand in writing shall require no written notice.

Section C. Right to Grieve. Employees with permanent status or tenure may grieve any action specified in Section A in accordance with the provisions of the Grievance Procedure through and including arbitration. Probationary and temporary employees shall have the right to process such an action as a grievance through the last Employer appeal step of the Grievance Procedure of this Agreement, but may not appeal such acts to the arbitration step of that Procedure. However, an employee in a position financed by monies from an outside jurisdiction or agency which may terminate such funding in a manner beyond the control of the Employer shall, after completing five (5) years of service in such positions, be dismissed only for just cause so long as the position continues.

## ARTICLE XXIII

### HOUSING

Section A. Live-in. An employee may be required by the Employer to live in a university-related facility as a condition of employment.

Section B. Conversion Prohibited. An employee living in university-related housing may not convert such housing to any other use or purposes without the explicit, written permission of the University Presidnet.

Section C. Utilities. All utilities (excluding long distance telephone calls) will be paid by the Employer.

Section D. Optional Occupancy. Upon written notification to the President, an employee may elect to retain use of university-related housing during periods when he/she is not required to perform services for the University. In those instances where the employee elects to do so, the following rental rates shall apply for the period of use:

<u>Size of Living Space</u>	<u>Monthly Rental Rate</u>
0-599 square feet	\$ 60.00
600-799 square feet	90.00
800-999 square feet	120.00
1,000- + square feet	150.00

Such rental charges shall be paid on a monthly basis in advance.

Section F. Board Rates. Employees and their families may arrange to participate in the campus food service program at the same rates charged students.

## ARTICLE XXIV

### GRIEVANCE PROCEDURE

Section A. Definitions. A grievance for the purpose of this Article is defined as a dispute or disagreement as to the interpretation or application of any specific term or terms of this Agreement.

Section B. Grievance Steps. Employees are encouraged to attempt to resolve the occurrence of any alleged violation of this Agreement on an informal basis with the employee's designated supervisor. If the matter is not resolved to the employee's satisfaction by informal discussion, it shall be settled in accordance with the procedure set forth below. Under no circumstances may an employee who has elected to use some other appeal procedure available to him/her under law use the grievance procedure of this Agreement for the same dispute.

Step. I. If the grievance has not been settled in the informal procedure above, it may be presented by the Association or the employee, in writing to the appropriate Vice President or equivalent officer within twenty-one (21) calendar days after the employee or the Association, through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance. The written grievance shall set forth the nature of the grievance, the facts upon which it is based, the specific section(s) of the Agreement allegedly violated and the relief requested. The Vice President or the equivalent officer or his/her designee shall respond in writing to the Association and the employee within fourteen (14) calendar days.

Step II. If the grievance remains unsettled, it may be

presented by the Association or the employee in writing to the university President within ten (10) calendar days after the response of the Vice President. The President or his/her designee shall respond to the Association and the employee in writing within fourteen (14) calendar days after receipt of the appeal.

Step III. If the grievance is still unresolved after the response of the University President or his/her designee, it may be presented to the Chancellor by the Association or the employee within fifteen (15) calendar days after the response of the President. The Chancellor or his/her designee shall respond to the grievance within fifteen (15) calendar days.

Section C. Arbitration Procedure. If the grievance is still unresolved after the response of the Chancellor, the Association may, within twelve (12) calendar days, serve written notice to the Chancellor of its intent to submit the issue to arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Office of the Chancellor and the Association within seven (7) calendar days after the request for such action. If the parties fail to mutually agree upon an arbitrator within the said seven (7) calendar day period, either party may request the Bureau of Mediation Services to provide a panel of five (5) arbitrators. Both the representatives of the Employer and the Association shall strike the first name, and the process will be repeated and the remaining person shall be the arbitrator. Expense for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Association; however, each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration

hearing or asks for a last minute postponement that leads to the arbitrator's making a charge, the cancelling party or the party asking for the postponement shall pay this charge. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the conclusion of testimony and argument. If either party desires a transcript record of the arbitration proceedings, it may cause such a record to be made, providing it pays for the record. However, any party ordering a copy of the record shall pay for such copy.

Section D. Arbitrator's Authority.

Subd. 1. General Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him in writing by the parties to this Agreement and shall have no authority to make a decision on any matter not so submitted to him. The arbitrator shall be without power to make decisions contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented.

Section E. Time Limits. Failing to adhere to the time limits set forth above may result in a forfeiture of the grievance. If a grievance is not appealed to the next step or steps within the specified time limit or any extension thereof, it shall be considered settled on the basis of the Employer's last response. Failure of the Employer to respond

to a grievance or an appeal thereof within the specific time limits may result in mandatory alleviation of the grievance as outlined in the last appeal by the exclusive representative or employee. The time limit in each step may be extended by mutual written agreement of the Employer and the Association. In computing any period of time prescribed or allowed by this grievance procedure, the date of the act or event, or default for which the designated time begins to run shall not be included. The last day of the period shall be included, unless it is a Saturday, a Sunday or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday or a legal holiday.

Section F. General Provision. All employees of the appropriate unit are free to present grievances in accordance with this Article. In this regard, it is understood that the grievant has the right to be his/her own representative in the processing of grievance, and the Association shall not interfere with that right.

Section G. Grievance Processing. Whenever practicable, the processing of grievances shall be handled during the University's regular work day. Employees who are required to participate in the processing of such grievances shall not be subject to a loss of wages for doing so; however, the number of employees who may participate without loss of wages shall be limited to a maximum of three (3), inclusive of employees who are representatives and/or officers of the Association.

Section H. Reprisals. The Employer shall engage in no reprisals or recriminations based upon the filing and pursuit of a grievance, or upon acting as a witness or advocate for grievant.

ARTICLE XXV  
SAVINGS CLAUSE

Section A. Conformance to Law. If any of the provisions of this Agreement are found by a court or other authority having jurisdiction to be in conflict with or contravene any federal law or statute, state law or statute, executive order, or any rule and regulation promulgated pursuant to one of the above, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provisions of this Agreement shall remain in full force and effect. In the event that any provision of this Agreement is thus found to be invalid, either party shall have the right to reopen negotiations on that provision only.

Section B. Limit on Invalidity. 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 portions specified in such decision shall be invalid, the remainder of this Agreement continuing in full force and effect for the term of the Agreement. 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 is permitted by law at any time during the life of this Agreement or any extension thereof.

## ARTICLE XXVI

### COMPLETE AGREEMENT AND WAIVER

Section A. Complete Agreement. The Employer and the Association acknowledge that during the negotiations which resulted 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 from the applicable area of collective bargaining, and that the understandings are set forth in this Agreement, and shall constitute the sole Agreement between the parties for the duration thereof.

Section B. Modification and Repeal. The Employer agrees to modify or appeal the Governing Rules, Internal Rules, Operating Policies, Administrative Procedures and univeristy constitutions which are in conflict with or are superseded by this Agreement.



ARTICLE XXVII

DURATION

Section A. Effective Dates. Except as otherwise provided herein, this Agreement shall become effective upon signing and shall remain in full force and effect through the 30th day of June 1983.

Section B. Legislative Action. In the event that any provision of this Agreement requires legislative action to become effective, including, but not limited to, amendment of existing statutes, the adoption of new legislation, or the granting of appropriations, that provision shall become effective only if such legislative action is taken. Should any legislative action be required pursuant to this Section, the Employer and the Association agree to cooperate in an effort to secure legislative approval.

Section C. Renewal and Reopening. This Agreement shall automatically renew itself from biennium to biennium thereafter unless, not later than July 1st of each even-numbered year prior to the expiration of the then current term of Agreement, either party shall serve written notice on the other of its desire to terminate, modify, or amend this Agreement.

IN WITNESS WHEREOF, the parties  
hereto have set their hands this  
\_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_.

FOR THE ASSOCIATION

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

IN WITNESS WHEREOF, the parties  
hereto have set their hands this  
\_\_\_\_\_ day of \_\_\_\_\_.  
19\_\_.

FOR THE EMPLOYER

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

# APPENDIX I

## INTERIM SALARY SCHEDULE

(per Article XII, Section A, Subd. 1)

<u>Step</u>	<u>Range 1</u>	<u>Range 2</u>	<u>Range 3</u>	<u>Range 4</u>	<u>Range 5</u>	<u>Range 6</u>
0	\$ 9,747	\$10,937	\$13,918	\$16,898	\$19,283	\$23,454
1	10,095	11,434	14,446	17,481	20,173	24,302
2	10,443	11,931	14,974	18,064	21,063	25,150
3	10,791	12,428	15,502	18,647	21,953	25,998
4	11,139	12,925	16,030	19,230	22,843	26,846
5	11,487	13,422	16,558	19,813	23,733	27,694
6	11,835	13,919	17,086	20,396	24,623	28,542
7	12,183	14,416	17,614	20,979	25,513	29,390
8	12,531	14,913	18,142	21,562	26,403	30,238
9	12,879	15,410	18,670	22,145	27,293	31,086
10	13,227	15,907	19,198	22,728	28,183	31,934
11	13,575	16,404	19,726	23,311	29,073	32,782
12	13,918	16,898	20,250	23,894	29,966	33,625



MEMORANDUM OF UNDERSTANDING  
Between  
STATE OF MINNESOTA  
and  
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

LCER 5/4/82

Unit 12

This Memorandum of Understanding is made and entered into this 30th day of April, 1982, 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 to supplement the 1981-83 Agreement between the parties as follows:

1. An additional eligibility period is established from May 22 through June 29, 1982 for providing early retirement insurance benefits under Chapter 522, Laws 1982 for only those employees who become eligible during this period (May 22 through June 29, 1982) by meeting the qualifications listed under Chapter 522, Laws 1982. For these employees, the last day on the payroll must be on or before June 29, 1982.

Employees who were eligible during the period March 23, 1982 through May 21, 1982 are not eligible to apply for early retirement insurance benefits during this new eligibility period (May 22 through June 29, 1982). For this group, the last day on the payroll must be on or before May 21, 1982.

2. Article XVIII, Section 11 of the 1981-83 Agreement is supplemented by an additional open enrollment period beginning March 23, 1982 through June 29, 1982 for employees who retire pursuant to the early retirement insurance provisions of Chapter 522, Laws of 1982. As a result of the additional open enrollment period, those employees who qualify for early retirement benefits shall have any changes in insurance carriers become effective the first day of the first full payroll period following retirement or for those employees who already retired during the eligibility period beginning March 23, 1982 such insurance carrier changes shall become effective the first day of the next two week period which corresponds to a State employee pay period following application for such carrier change.
3. Continued receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State paid portion of the insurance premium.

The Employer and the Council agree that this Memorandum of Understanding shall remain in effect through the 30th day of June, 1983.

In witness whereof, the parties hereto have affixed their signatures this 30th day of April, 1982.

FOR THE COUNCIL

Dave O'Connell  
Dave O'Connell, Executive Director

Tom Halvorson  
Tom Halvorson, President

FOR THE EMPLOYER

Barbara L. Sundquist  
Barbara L. Sundquist, Commissioner  
Department of Employee Relations

James W. Geissner  
James W. Geissner, Deputy Commissioner  
State Labor Negotiator  
Department of Employee Relations

William E. Bender  
William Bender  
Assistant State Negotiator  
Department of Employee Relations



# Minnesota Government Engineers Council

555 Park Street • St. Paul, Minnesota 55103 • 227-2316

February 26, 1982

## BOARD OF DIRECTORS

THOMAS HALVORSON  
*President*

ROBERT CARTFORD  
*Vice President*

PAUL POJAR  
*Treasurer*

HARLAN VAN HEEL  
*Secretary*

DENNIS LUOTO  
*Past President*

LAWRENCE HOBEN  
*Director*

GERALD KOPACEK  
*Director*

FRED MAURER  
*Director*

WILLIAM MUELLER  
*Director*

ALLAN PINT  
*Director*

GERALD ROHRBACH  
*Director*

M BOBRA  
*Director, Hennepin  
County Chapter*

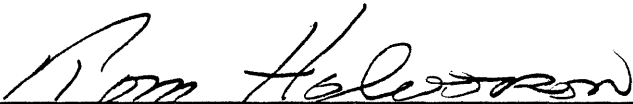
## EXECUTIVE DIRECTOR

DAVE O'CONNELL

TO: The Honorable Wayne Simoneau  
Chairman, Legislative Commission  
on Employee Relations

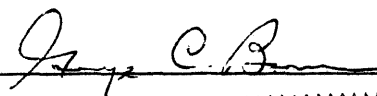
### Affidavit of Tom Halvorson and Dave O'Connell

We, the undersigned, hereby state and depose that the Minnesota Government Engineers Council (MGEC) ratified those articles of the Agreement between the State of Minnesota and MGEC which were negotiated, and furthermore, accepts the decision of the Arbitrator regarding wages and vacation.

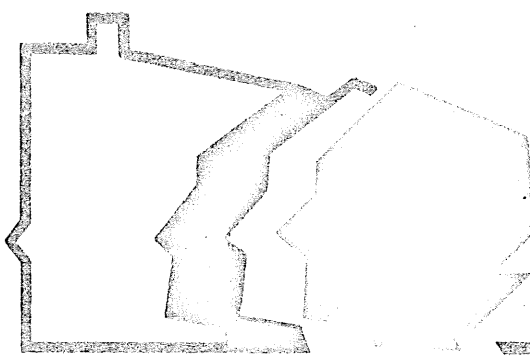
  
Tom Halvorson, President MGEC

  
Dave O'Connell, Executive Director MGEC

Subscribed and sworn to  
before me this 1<sup>st</sup>  
day of MARCH, 1982.

  
~~~~~  
GEORGE C. BROWN  
NOTARY PUBLIC - MINNESOTA  
RAMSEY COUNTY  
My Comm. Expires Feb. 20, 1984  
~~~~~

State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

March 1, 1982

Representative Wayne Simoneau, Chairman  
Legislative Commission on Employee Relations  
State Capitol  
St. Paul, Minnesota

Dear Representative Simoneau:

I am submitting herewith the following collective bargaining agreement, which includes both negotiated items and arbitrated items, for review and approval by the Commission:

Unit #12: Professional Engineering Supervisory

This contract has been formally executed by the exclusive representative and the Commissioner of Employee Relations.

Additionally, I have included a summary of the economic costs and salary/fringe benefit provisions of the contract.

Thank you for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "James Geissner".

James Geissner  
Deputy Commissioner  
Labor Relations Bureau

cc: Commission Members

UNIT 12 (PROFESSIONAL ENGINEERING SUPERVISORY)

I. Economic Costs

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	37,639,876	5,712,117
FICA & Retirement	4,704,984	630,171
Insurance	2,084,044	386,240
Total	44,428,904	6,728,528

II. Exclusive Representative: Minnesota Government Engineers Council

III. Bargaining Unit Composition: Professional engineers employed in 17

State agencies, with the majority of the employees in the Department of Transportation, Pollution Control Agency, and the Department of Natural Resources.

Summary of MGEC Proposed Settlement

I. Salaries - Arbitrated.

- F.Y. 1982: 8.5% Across-the-Board Increase 7/1/81
- F.Y. 1982: 6.5% Across-the-Board Increase 6/30/82
- 3.0% Across-the-Board Increase 12/29/82
- Inequity adjustments totaling \$15,409 in first year of agreement.
- Continue current progression and achievement award system.

II. Fringe Benefits

A. Negotiated:

- Continue current Health Insurance benefits; increase major medical from \$250,000 to \$500,000.
- Raise deductible from \$50 to \$100.
- \$50 off-set paid in 1981 and 1982 to employees with Blue Cross/Blue Shield coverage.
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to \$5.06 for employee coverage.
  - Contribute up to \$5.94 for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Blue Cross/Blue Shield employee coverage.
  - Contribute up to 90% of the cost of Blue Cross/Blue Shield dependent coverage.
- Eliminate Health Testing
- Continue current Dental Insurance benefits.
- Flat rate Employer contribution.
  - F.Y. '82: Contribute up to \$8.38 for employee coverage.
  - Contribute up to \$9.58 for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Delta Dental employee coverage.
  - Contribute to to 50% of the cost of Delta Dental dependent coverage.
- Eliminate \$500 Death Benefit.
- Continue current Life Insurance.
- Increase Life Insurance to \$30,000 for employees earning over \$25,000.
- Cash payment in lieu of birthday holiday converted to a floating holiday.

B. Arbitrated:

- Up to 40 hour cash liquidation of annual leave in second year of agreement. Employee must have utilized at least 80 hours of annual leave during the 12 months prior to the liquidation.



AGREEMENT  
BETWEEN THE  
STATE OF MINNESOTA  
AND THE  
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

July 1, 1981 through June 30, 1983

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## PREAMBLE

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_, 1982 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 one hundred (100) 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	Land Surveyor 1
Engineer 1, Graduate	Land Surveyor 2
Engineer 2, Graduate	Land Surveyor, Principal
Engineer, Principal	Radio Engineer 1
Engineer, Senior	Radio Engineer 2
Principal Engineering Specialist	

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 for Special Hours of Work. Employees shall be compensated for time worked in excess of their scheduled hours of work when requested by the Appointing Authority to perform special work assignments which are in addition to their normal duties. All overtime worked may be liquidated at either cash or compensatory time off at the option of the Appointing Authority after consulting with the employee.

If the employee is to be compensated in cash, it shall be at the employee's regular straight time hourly rate.

If the employee is to be compensated in time off, it shall be equal to the amount of overtime worked. The employee shall use the compensatory time off within six (6) months of the time it was accumulated.

Section 5. 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.

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:

New Year's Day  
President's Birthday  
Memorial Day  
Independence Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
Floating Holiday

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 years	8 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 Period	0 thru 3 yrs. if appointed on or after 7/1/79	0 thru 3 yrs. if appointed before 7/1/79	After 3 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	Over 20 years
Less than 9.5	0	0	0	0	0	0	0
At least 9.5, but less than 19.5	.50	.75	.75	1	1.25	1.50	1.50
At least 19.5, but less than 29.5	.75	1	1	1.25	1.75	2	2
At least 29.5, but less than 39.5	1	1.50	1.50	2	2.75	3	3
At least 39.5, but less than 49.5	1.50	2	2	2.50	3.50	3.75	4
At least 49.5, but less than 59.5	2	2.50	2.50	3.25	4.50	4.75	5
At least 59.5, but less than 69.5	2.25	3	3	3.75	5.25	5.75	6
At least 69.5, but less than 79.5	2.75	3.50	3.50	4.50	6.25	6.75	7
At least 79.5	3	4	4	5	7	7.50	8

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.

Employees may accumulate unused vacation leave to a maximum of two hundred forty (240) hours.

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. Employees shall be allowed to leave their accumulated vacation to their credit during the period of their seasonal or temporary layoff.

Section 6. Vacation Cash Liquidation. Effective July 1, 1982, employees may liquidate up to 40 hours of annual leave in cash each fiscal year at the employee's regular rate of pay. This shall be paid in a separate check. In order to make such a liquidation, the employee must have utilized at least 80 hours of vacation at some time during the 12 months prior to the time of liquidation.

#### 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.

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 be limited to not more than three (3) days.

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. Compensation shall be at the employee's regular base rate of pay less the fee received for jury duty exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.
- 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.
- 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: A registered professional engineer or a registered land surveyor may be granted a leave of absence in accordance with Minnesota Statute 163.07 for the purposes of accepting employment with any city, county or other governmental agency for a period not to exceed two (2) years. (Leaves in existence on July 1, 1981 under this provision shall continue for a period not to exceed one (1) year from July 1, 1981.)
- Other employees in the unit may also be granted such leave for the same period.
- J. Career Enhancement: In addition to any other leaves of absence without pay which may be granted to permanent employees in the classified service, a leave of absence without pay for up to two (2) years may be granted for the purpose of career enhancement and/or development.

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. 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.
- 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 so that qualified employees may indicate their desire to be considered for the position. The posting shall include the classification, the name of the previous incumbent, if any, the supervisor, a brief description of the position and the required qualifications. A copy of each posting shall be given to the Council.

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 existing at the time of the request 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 for up to a maximum of sixty (60) calendar days or until the effective date of the probationary appointment, whichever comes first. If more than sixty (60) calendar days after the initial fifteen (15) calendar day period elapse, payment shall be for the final sixty (60) calendar days in the period.

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.

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 three (3) 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.

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 the higher class from which the employee is demoted, bumped, or transferred as well as any Classification Seniority previously acquired in the class to which the employee demotes, bumps, or transfers.

D. 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.

E. 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

F. 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.

G. 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 three (3) months after the effective date of the Agreement. The seniority lists shall also show the class or classes in which the employee previously served in the appointing 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. 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. Appeals of the initial posting in the Minnesota Department of Transportation shall be limited to changes made since the October 1, 1980 posting.

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 a 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. 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 6. Layoff Lists. The names of employees who have been laid off or demoted in lieu of layoff, 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 7. 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, 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 8. 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 8 shall not apply to employees on seasonal layoff.

Section 9. 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
4. Demotion
5. Discharge

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. Discharge of Permanent Employees. The Appointing Authority shall not discharge any permanent employee without just cause. If, in any case, the Appointing Authority believes there is just cause for discharge, the employee shall be suspended for five (5) working days.

Section 4. 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 5. Unclassified Employees. The discharge of unclassified employees is not subject to the Grievance Procedure set forth in Article XV.

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

APPENDIX D  
COMPENSATION GRID  
BARGAINING UNIT 12  
Effective June 30, 1982

Comp. Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Step	Range												Range
E	1	YR	19,711	20,379	21,059	21,620	22,592	23,365	24,221	25,098	26,016	26,956	1
		MO	1643	1699	1757	1818	1883	1947	2018	2091	2168	2246	
		HR	9.44	9.76	10.10	10.45	10.82	11.19	11.60	12.02	12.46	12.91	
E	2	YR	20,379	21,059	21,820	22,592	23,365	24,221	25,098	26,016	26,956	27,937	2
		MO	1699	1757	1818	1883	1947	2018	2091	2168	2246	2328	
		HR	9.76	10.10	10.45	10.82	11.19	11.60	12.02	12.46	12.91	13.38	
E	3	YR	21,059	21,820	22,592	23,365	24,221	25,098	26,016	26,956	27,937	28,961	3
		MO	1757	1818	1883	1947	2018	2091	2168	2246	2328	2413	
		HR	10.10	10.45	10.82	11.19	11.60	12.02	12.46	12.91	13.38	13.87	
E	4	YR	21,820	22,592	23,365	24,221	25,098	26,016	26,956	27,937	28,961	30,005	4
		MO	1818	1883	1947	2018	2091	2168	2246	2328	2413	2500	
		HR	10.45	10.82	11.19	11.60	12.02	12.46	12.91	13.38	13.87	14.37	
E	5	YR	22,592	23,365	24,221	25,098	26,016	26,956	27,937	28,961	30,005	31,111	5
		MO	1883	1947	2018	2091	2168	2246	2328	2413	2500	2593	
		HR	10.82	11.19	11.60	12.02	12.46	12.91	13.38	13.87	14.37	14.90	
E	6	YR	23,365	24,221	25,098	26,016	26,956	27,937	28,961	30,005	31,111	32,197	6
		MO	1947	2018	2091	2168	2246	2328	2413	2500	2593	2683	
		HR	11.19	11.60	12.02	12.46	12.91	13.38	13.87	14.37	14.90	15.42	
E	7	YR	24,221	25,098	26,016	26,956	27,937	28,961	30,005	31,111	32,197	33,471	7
		MO	2018	2091	2168	2246	2328	2413	2500	2593	2683	2789	
		HR	11.60	12.02	12.46	12.91	13.38	13.87	14.37	14.90	15.42	16.03	
E	8	YR	25,098	26,016	26,956	27,937	28,961	30,005	31,111	32,197	33,471	34,682	8
		MO	2091	2168	2246	2328	2413	2500	2593	2683	2789	2890	
		HR	12.02	12.46	12.91	13.38	13.87	14.37	14.90	15.42	16.03	16.61	
E	9	YR	26,016	26,956	27,937	28,961	30,005	31,111	32,197	33,471	34,682	35,976	9
		MO	2168	2246	2328	2413	2500	2593	2683	2789	2890	2998	
		HR	12.46	12.91	13.38	13.87	14.37	14.90	15.42	16.03	16.61	17.23	
E	10	YR	26,956	27,937	28,961	30,005	31,111	32,197	33,471	34,682	35,976	37,354	10
		MO	2246	2328	2413	2500	2593	2683	2789	2890	2998	3113	
		HR	12.91	13.38	13.87	14.37	14.90	15.42	16.03	16.61	17.23	17.89	
E	11	YR	27,937	28,961	30,005	31,111	32,197	33,471	34,682	35,976	37,354	38,649	11
		MO	2328	2413	2500	2593	2683	2789	2890	2998	3113	3221	
		HR	13.38	13.87	14.37	14.90	15.42	16.03	16.61	17.23	17.89	18.51	
E	12	YR	28,961	30,005	31,111	32,197	33,471	34,682	35,976	37,354	38,649	40,006	12
		MO	2413	2500	2593	2683	2789	2890	2998	3113	3221	3334	
		HR	13.87	14.37	14.90	15.42	16.03	16.61	17.23	17.89	18.51	19.16	
E	13	YR	30,005	31,111	32,197	33,471	34,682	35,976	37,354	38,649	40,006	41,447	13
		MO	2500	2593	2683	2789	2890	2998	3113	3221	3334	3454	
		HR	14.37	14.90	15.42	16.03	16.61	17.23	17.89	18.51	19.16	19.85	

Step	01	02	03	04	05	06	07	08	09	10
Comp. Code	A	B	C	D	E	F	G	H	I	J

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



APPENDIX E  
COMPENSATION GRID  
BARCLAYING UNIT 12  
Effective December 29, 1982

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
St	Sc	Range	01	02	03	04	05	06	07	08	09	10	
E	1	YR	20,295	20,984	21,715	22,467	23,260	24,075	24,952	25,849	26,789	27,770	1
		MO	1591	1749	1810	1872	1938	2006	2079	2154	2232	2314	
		HR	9.72	10.05	10.40	10.76	11.14	11.53	11.95	12.38	12.83	13.30	
E	2	YR	20,954	21,715	22,467	23,260	24,075	24,952	25,849	26,789	27,770	28,773	2
		MO	1749	1810	1872	1938	2006	2079	2154	2232	2314	2398	
		HR	10.05	10.40	10.76	11.14	11.53	11.95	12.38	12.83	13.30	13.78	
E	3	YR	21,715	22,467	23,260	24,075	24,952	25,849	26,789	27,770	28,773	29,838	3
		MO	1810	1872	1938	2006	2079	2154	2232	2314	2398	2486	
		HR	10.40	10.76	11.14	11.53	11.95	12.38	12.83	13.30	13.78	14.29	
E	4	YR	22,467	23,260	24,075	24,952	25,849	26,789	27,770	28,773	29,838	30,902	4
		MO	1872	1938	2006	2079	2154	2232	2314	2398	2486	2575	
		HR	10.76	11.14	11.53	11.95	12.38	12.83	13.30	13.78	14.29	14.80	
E	5	YR	23,260	24,075	24,952	25,849	26,789	27,770	28,773	29,838	30,902	32,051	5
		MO	1938	2006	2079	2154	2232	2314	2398	2486	2575	2671	
		HR	11.14	11.53	11.95	12.38	12.83	13.30	13.78	14.29	14.80	15.35	
E	6	YR	24,075	24,952	25,849	26,789	27,770	28,773	29,838	30,902	32,051	33,157	6
		MO	2006	2079	2154	2232	2314	2398	2486	2575	2671	2763	
		HR	11.53	11.95	12.38	12.83	13.30	13.78	14.29	14.80	15.35	15.88	
E	7	YR	24,952	25,849	26,789	27,770	28,773	29,838	30,902	32,051	33,157	34,473	7
		MO	2079	2154	2232	2314	2398	2486	2575	2671	2763	2873	
		HR	11.95	12.38	12.83	13.30	13.78	14.29	14.80	15.35	15.88	16.51	
E	8	YR	25,849	26,789	27,770	28,773	29,838	30,902	32,051	33,157	34,473	35,726	8
		MO	2154	2232	2314	2398	2486	2575	2671	2763	2873	2977	
		HR	12.38	12.83	13.30	13.78	14.29	14.80	15.35	15.88	16.51	17.11	
E	9	YR	26,789	27,770	28,773	29,838	30,902	32,051	33,157	34,473	35,726	37,062	9
		MO	2232	2314	2398	2486	2575	2671	2763	2873	2977	3089	
		HR	12.83	13.30	13.78	14.29	14.80	15.35	15.88	16.51	17.11	17.75	
E	10	YR	27,770	28,773	29,838	30,902	32,051	33,157	34,473	35,726	37,062	38,482	10
		MO	2314	2398	2486	2575	2671	2763	2873	2977	3089	3207	
		HR	13.30	13.78	14.29	14.80	15.35	15.88	16.51	17.11	17.75	18.43	
E	11	YR	28,773	29,838	30,902	32,051	33,157	34,473	35,726	37,062	38,482	39,818	11
		MO	2398	2486	2575	2671	2763	2873	2977	3089	3207	3318	
		HR	13.78	14.29	14.80	15.35	15.88	16.51	17.11	17.75	18.43	19.07	
E	12	YR	29,838	30,902	32,051	33,157	34,473	35,726	37,062	38,482	39,818	41,196	12
		MO	2486	2575	2671	2763	2873	2977	3089	3207	3318	3433	
		HR	14.29	14.80	15.35	15.88	16.51	17.11	17.75	18.43	19.07	19.73	
E	13	YR	30,902	32,051	33,157	34,473	35,726	37,062	38,482	39,818	41,196	42,700	13
		MO	2575	2671	2763	2873	2977	3089	3207	3318	3433	3558	
		HR	14.80	15.35	15.88	16.51	17.11	17.75	18.43	19.07	19.73	20.45	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J

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

# EMPLOYEE Group Life & Health CARE PROGRAM STATE OF MINNESOTA OCTOBER 1, 1981

This brochure is not a policy, but is a brief description of the benefits provided by each of the carriers. Employees receive Certificates stating the main provisions of each Master Policy.

The program is a well balanced and comprehensive program of life insurance, hospital-medical and dental benefits for eligible employees paid for by the State. Also, included are optional coverages which the employee may purchase and pay for by 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.

Part-time or seasonal employees who do not meet the 75% time requirement above, but are employed on at least a 50% time basis, nonetheless may enroll at their own expense.

Basic benefits shall become effective on the first day of the payroll period beginning on or after the 28th calendar day following the first day 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. When both spouses work for the State, only one of them may apply for and receive State contribution for dependent coverage.

## **LIFE INSURANCE BENEFITS**

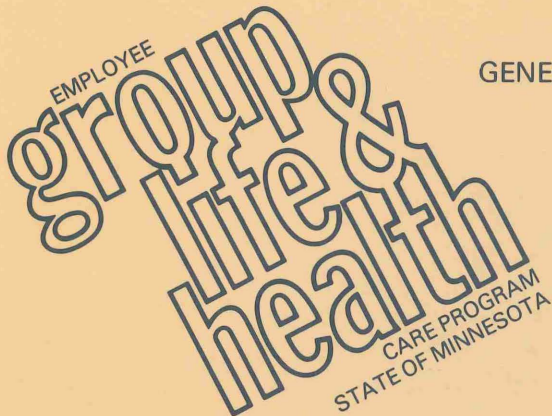
Group life insurance, covering death from any cause, is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). Amount of insurance will be according to the schedule in the employee bargaining unit, the commissioners plan, or manager's plan. Employees becoming totally and permanently disabled prior to age 60, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until death.

Accidental death and dismemberment benefits — If an employee dies by accident (on or off the job) the life insurance doubles.

You must elect either the fee for service plan or one of the health maintenance plans described on the following pages. Eligible are coordinated with the benefits of other group plans. You are also eligible for dental coverage with Delta Dental Plan of Minnesota. Group Health Plan members may choose either the Group Health Dental Plan or the Delta Dental Plan.

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 for 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.





**SIMILAR BENEFITS**

GENERAL HOSPITAL ADMISSIONS  
SURGERY  
ANESTHESIOLOGY  
X-RAY AND LABORATORY  
(In-patient and clinical)  
OFFICE CALLS  
EYE EXAMS  
MATERNITY

**VARIED BENEFITS  
PREVENTIVE MEDICINE**

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.

**Fee for service plans** pay a scheduled benefit on expenses incurred. The employee is normally responsible for a portion of the expenses. The employee or covered dependent in a fee for service plan may choose any licensed physician and hospital for services.

**Health maintenance organizations** provide their members with comprehensive health care services on a pre-paid basis. With some exceptions, services are provided at no cost to the member. In addition to providing services for the diagnosis and treatment of illness or injury, HMO's include preventive medicine. Under the HMO concept, members must use the services of HMO affiliated physicians, clinics and hospitals. Special provision is made for emergency service while traveling out of the service area.

A description and comparison of all the plans are outlined in this brochure.

**OUT PATIENT EMERGENCY**

**PRESCRIPTIONS, DRUGS**

**EYE GLASSES**

**MENTAL HEALTH  
INPATIENT**

**OUTPATIENT**

**CHEMICAL DEPENDENCY  
INPATIENT  
OUTPATIENT**

**SUPPLEMENTAL BENEFITS**

**OUT OF AREA BENEFITS**

**DENTAL CARE**

**PRE-EXISTING CONDITIONS**

**CONVERSION PLAN**

**CENTRAL MINNESOTA  
GROUP HEALTH PLAN**

100% coverage in semi-private room for at least 365 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, vaccinations, allergy treatment or testing. Health education programs are available through CMGHP medical center.

100% coverage

Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.

Available at reduced cost at participating optical stores.

100% coverage up to 30 days a calendar year.

20 visits a calendar year, member pays \$10 a visit.

100% coverage for up to 73 days a calendar year.

Covered under out-patient mental health.

80% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.

100% coverage for hospitalization and emergency room. Physicians fees: 80% of fair and reasonable charges.

Preventive dental care for children to age 12.

No restrictions.

CMGHP provides conversion to a non-group CMGHP membership.

**COORDINATED HEALTH  
CARE**

100% coverage in semi-private room for at least 365 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.

Member pays \$10 at CHC facility or other facility in life threatening emergency, co-payment is waived if admitted as a bed patient.

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

Available at cost plus small handling charge when purchased through CHC eyeglass center.

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

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

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

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

Supplemental benefits covered at 100% after \$50 each calendar year, for services including private duty nursing, oxygen and medical equipment when prescribed by CHC physician; \$10,000 lifetime maximum.

Out-patient: Amount charged is paid in full for services at a hospital; scheduled benefit allowance for visits to physicians office. In-patient: Full coverage in semi-private room. Surgery, anesthesia, and hospital visits paid up to a scheduled benefit allowance.

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

No restrictions during open enrollment periods.

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

**GROUP HEALTH ASSN.  
OF NE MINNESOTA**

100% coverage in semi-private room for at least 365 days.  
100% covered  
100% covered  
100% covered

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

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

Member pays \$10 a visit at hospital where GHA has staff privileges.

Member pays \$1 a prescription at participating pharmacies.

Not covered.

100% coverage in semi-private room for 70 days in any 12 month period when under care of Range Mental Health Center.

100% coverage for 20 visits in any 12 month period when under care of Range Mental Health Center.

100% coverage to benefit limit for 73 days in any 12 month period when under care of Range Mental Health Center.

No limit when under care of Range Mental Health Center

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions.

Full plan level of benefits if in plan service area.

**GROUP HEALTH PLAN  
INC.**

100% coverage in semi-private room for at least 365 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 and treatment.

100% coverage

Members pay \$.50 a prescription for up to 34 days supply of drugs included in GHP formulary. Pharmacies available in ten GHP centers.

Available at GHP cost when purchased at GHP centers in Metro area.

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

Psychiatric care when provided by GHP staff. Coverage limited to 20 visits per year at a member cost of \$10 per visit.

100% in-patient coverage for 73 days while covered and when authorized by GHP chemical dependency counselor.

100% out-patient coverage.

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical & misc. services.

Preventive dental care for children to age 12. GHP member may select separate GHP dental coverage during annual open enrollment period or as a new employee. Accidental injury to sound natural teeth when care provided by GHP. Member pays lab charges.

No restrictions.

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



HMO MINNESOTA

MED CENTER HEALTH PLAN

NICOLLET EITEL HEALTH PLAN

PHYSICIANS HEALTH PLAN

SHARE HEALTH PLAN

100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	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% covered 100% covered 100% covered while coverage is in force.	100% covered 100% covered 100% covered while coverage is in force.	100% covered 100% covered 100% covered while coverage is in force.	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 HMOM physician.	100% coverage for physical examinations (except for employment or insurance) and well baby care, immunizations, and allergy testing and treatment.	100% coverage for routine physicals (except for employment or insurance), eye and hearing exams, immunizations, allergy injections and well baby care.	100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.	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.
Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.	Member pays \$15 a visit, waived if admitted for same condition within 24 hours.	Member pays \$15 a visit, waived if admitted within 24 hours of visit.	Member pays \$15 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.	Member pays first \$10 at SHARE facility. At non-SHARE facility, SHARE pays 80% of first \$1000, 100% thereafter. \$10 waived if admitted within 24 hours.
Member pays \$2 per prescription at HMOM participating pharmacies.	Member pays up to \$2.50 a prescription for 30 day supply (90 days for birth control pills) or 100 units whichever is greater, or up to 1000 units of insulin.	Member pays up to \$2.50 a prescription or refill for a 34 day supply when prescribed by plan physician (3 month supply of birth control pills). Benefit applies out of area.	Member pays up to \$3.50 a prescription or refill for up to 34 day supply, or 90 day supply of approved maintenance drugs. Birth control pills: 3 month supply.	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.
Discount for glasses, (if medically necessary) at HMOM participating prescription centers.	\$50 credit on eye glasses obtained at Benson's Opticians. Children to age 14 may receive a set of eyeglasses free from the Benson's "Kidscene" selection.	\$50 credit through Benson's, Target, or Dayton's toward eye glasses or contacts (every two years) provided there is a prescription change.	Discounts for eye glasses are available through participating optical centers.	Available at a substantial discount through SHARE.
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.	80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.  Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.	Member pays \$20 a day, maximum 30 days per confinement.  Individual therapy: member pays \$10 a visit, maximum 50 visits a year. Family therapy: member pays \$15 a year. Group therapy: member pays \$5 a session, maximum 50 visits a year.	PHP requires member be evaluated in advance by PHP mental health designee (unless an emergency) before beginning or continuing in- or out-patient treatment for mental health. Plan provides 80% of necessary in-patient hospital and medical expenses with a 73-day limit a calendar year. Member pays \$10 each out-patient visit, up to 30 visits a calendar year.	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.  Member pays \$5 a visit, up to 20 visits a calendar year for out-patient evaluation and crisis intervention care.
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.	80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.  Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.	Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.  Member pays \$100 a treatment program.	Same coverage as above.	Member pays \$15 a day up to 73 days a year for detoxification and/or treatment.  Member pays \$5 a day, up to 20 visits a calendar year for drug addiction or alcohol treatment.
100% coverage for rental or purchase medical equipment when prescribed by a primary care HMOM physician.	80% coverage up to \$2,500, then 100% to \$250,000 for ambulance, private duty nursing, prosthetic devices and durable medical equipment; 100% coverage for blood. No coverage for chiropractor unless referred by plan physicians. No coverage for custodial care.	80% coverage up to \$1,500 then 100% up to \$250,000 for durable medical equipment, ambulance, prosthetic devices. 100% coverage for blood.	80% coverage for ambulance, private duty nursing, specific prosthetic devices and durable medical equipment, 100% coverage for blood.	Supplemental benefits covered at 80%. Services include private duty nursing, oxygen, and medical supplies.
100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.	100% coverage if referred by MCHP physician; no other coverage except 80% coverage of first \$2,500, then 100% coverage up to \$250,000 for emergency treatment.	Acute emergency service in area and medically necessary care out of area covered at 80% up to \$1,500, then 100% up to \$250,000. 100% coverage if referred by Plan physician.	100% coverage for referrals if approved in advance by PHP. 80% of first \$2,500 then 100% up to \$125,000 a member for emergency treatment each calendar year.	SHARE pays 80% of first \$1,000 in charges, 100% thereafter.
No coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care HMOM physician.	80% coverage for treatment due to accident if treated within six months of accident. No other coverage even if hospitalized.	80% coverage to restore sound teeth as result of accident which occurs while plan member. No coverage for dental hospitalization unless medically necessary.	80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident. Hospital benefits may be provided when admission is necessary due to a concurrent medical hazard and authorized in advance.	Preventive dental care for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.
100% coverage with exception of non reconstructive congenital anomalies in children over 16.	No restrictions.	No restrictions.	No restrictions except for congenital anomalies that have been diagnosed or for which the member received treatment or was aware of prior to enrollment in PHP.	No restrictions.

Individual comprehensive, major medical conversion contract through Blue Cross/Blue Shield of Minnesota.	Conversion plan available through Northwestern National Life Ins. Co.	Four insurance conversion options available through Northwestern National Life Ins. Co.	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 may select one of the Mutual of Omaha conversion plans.	Available through SHARE at same level of benefits for persons residing in metropolitan area. Scheduled benefit program available for non-residents.
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DENTAL PLANS

DELTA DENTAL PLAN OF MINNESOTA

Coverage A  
Regular Diagnostic & Preventive Services

Reimbursed at 80% of charge when service is performed by a participating dentist.

Coverage B  
Regular & Restorative Services

Reimbursed at 80% of charge when performed by a participating dentist.

Coverage C  
Prosthetics

Reimbursed at 50% of charge when service is performed by a participating dentist.

Coverage D  
Orthodontics

Reimbursed at 80% of charge when service is performed by a participating dentist. Coverage limited to eligible dependent children ages 8 through 18.

Miscellaneous

Benefits payable on coverage B and coverage C are subject to a combined \$25 deductible per coverage year. (July to July) \$1000 maximum benefit per coverage year (July to July) payable on each covered person.

GROUP HEALTH PLAN, INC.

Coverage A  
Regular Diagnostic & Preventive Services

100% coverage through GHP dental facilities.

Coverage B  
Regular & Restorative Services

80% coverage through GHP dental facilities.

Coverage C  
Prosthetics

50% coverage through GHP dental facilities.

Coverage D  
Orthodontics

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

\$1,000 annual maximum benefit on orthodontics.

Miscellaneous

Enrollment in this program is available only to those employees choosing GHP medical-hospital coverage.

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



BLUE CROSS AND BLUE SHIELD OF MINNESOTA

HOSPITAL SERVICES

GENERAL ADMISSIONS	Full coverage in semi-private room for 365 days.
	*Note exceptions
NERVOUS, MENTAL AND TB*	Full coverage in semi-private room for 70 days.
CHEMICAL DEPENDENCY*	Full coverage in semi-private room for 73 days.
MATERNITY	Full coverage in semi-private room provided contract is in force at date of delivery.
OUT-PATIENT EMERGENCIES	Full coverage for first visit for eligible medical emergency; accident care within 72 hours of accident; and minor surgery.

PHYSICIANS' SERVICES

SURGERY	Benefit determined by schedule with remaining charge reimbursed at 80% of the usual, customary and reasonable fee.
ANESTHESIOLOGY	20% of scheduled surgical allowance with the remaining expense reimbursed at 80% of the usual, customary and reasonable fee.
HOSPITAL VISITS	\$15 for first day.
	\$5 a day for next 364 days.
	Necessary consultation fees under Major Medical.
MENTAL HEALTH	80% of first \$750
	Remainder covered under Major Medical.
X-RAY AND LABORATORY	Up to \$100 a year.
	Remainder under Major Medical.
OBSTETRICS	Full coverage of the usual, customary and reasonable fee provided contract is in force at date of delivery.
OFFICE CALLS	80% paid under Major Medical when incurred for diagnosis or treatment of illness or injury.
	See Major Medical description.

MISCELLANEOUS

PRESCRIPTIONS	80% paid under Major Medical.
	See Major Medical description.
MAJOR MEDICAL	\$100.00 calendar year deductible per person.
	80% reimbursement on expense exceeding the deductible.
	\$500,000 maximum.

Central Minnesota Group Health Plan  
Phone 253-5220

CLINIC
GHCMP MEDICAL CENTER 1411 St. Germain St., St. Cloud, MN
HOSPITAL
ST. CLOUD HOSPITAL 1406 N. 6th, St. Cloud, MN
Coordinated Health Care, Inc. Phone 221-2091
CLINICS
CHC ST. PAUL CLINIC 258 University Ave., St. Paul, MN
WEST MEDICAL CLINIC Time Medical Bldg., St. Paul, MN
ST. CROIX VALLEY CLINIC 921 S. Greeley, Stillwater, MN
EAGAN CLINIC Eagan, MN. — Near Cedarvale Shopping Ctr.
WESTVIEW MEDICAL CLINIC 955 Hwy. 55, Hastings, MN
MAPLEWOOD CLINIC 1774 Cope Ave., Maplewood, MN
HOSPITALS
ST. PAUL RAMSEY MEDICAL CTR. — St. Paul LAKEVIEW MEMORIAL HOSPITAL — Stillwater REGINA MEMORIAL HOSPITAL — Hastings

Group Health Association  
of Northeastern Minnesota  
Phone 218-749-5890

CLINICS
ADAMS CLINIC Hibbing & Chisholm, MN
COMMUNITY HEALTH CENTER Two Harbors, MN
EAST RANGE CLINIC Virginia-Aurora, MN
LENONT PETERSON CLINIC Virginia, MN
HOSPITALS
HIBBING GENERAL HOSPITAL Hibbing, MN
LAKEVIEW MEMORIAL HOSPITAL Two Harbors, MN
VIRGINIA REGIONAL MEDICAL CENTER Virginia, MN

Group Health Plan, Inc. Phone 641-3100

* GROUP HEALTH COMO MEDICAL CENTER 2500 Como Ave. (at Hwy 280), St. Paul, MN
GROUP HEALTH WEST MEDICAL CENTER 1533 Utica Ave. So. (at Hwys 12 & 100) St. Louis Park, MN
* GROUP HEALTH BLOOMINGTON MEDICAL CENTER 86th St. & Nicollet Ave., Bloomington, MN
GROUP HEALTH MAPLEWOOD MEDICAL CENTER 2165 White Bear Ave., Maplewood, MN
GROUP HEALTH BROOKLYN CENTER MEDICAL CENTER 6845 Lee Ave. No., Brooklyn Center, MN
* GROUP HEALTH RIVERSIDE MEDICAL CENTER 606 24th Ave. So., Minneapolis, MN
* GROUP HEALTH SAINT PAUL MEDICAL CENTER Wabasha & Plato, St. Paul, MN

GROUP HEALTH BURNSVILLE MEDICAL CENTER  
200 Nicollet Blvd. E., Burnsville, MN

\* GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER  
81st & Center Av. NE, Spring Lake Park, MN

PLYMOUTH MEDICAL CENTER  
Four Seasons Shopping Center  
4204 Lancaster Lane  
Plymouth, MN

LENONT-PETERSON CLINIC  
830 9th Street No., Virginia, MN

COMMUNITY HEALTH CENTER  
4th St. at 11th Ave., Two Harbors, MN

\* DENTAL LOCATIONS

HOSPITALS

FAIRVIEW HOSPITAL/ST. MARY'S  
2312 S. 6th St, Minneapolis, MN

BETHESDA LUTHERAN MEDICAL CENTER  
559 Capitol Blvd., St. Paul, MN

CHILDRENS HOSPITAL ST. PAUL  
345 Smith, St. Paul, MN

HMO Minnesota (HMOM)

HMOM provides medical services through 1900 primary and specialty care physicians throughout the state. Hospital care is available at any licensed hospital (this includes emergency conditions and physicians referrals). Prescription drugs are available at over 400 participating pharmacies. An HMO Minnesota physicians, hospital and pharmacy listing is available from your state personnel officer or the U of M employees benefits department. For more information, call 612-456-8485 or 218-722-4685.

Med Center Health Plan  
Phone 927-3263

CLINICS
ST. LOUIS PARK MEDICAL CENTER 5000 West 39th St., St. Louis Park 55416
PLYMOUTH SATELLITE 3007 Harbor Lane, Plymouth 55441
RIDGEDALE SATELLITE 12700 Highway 12, Minnetonka 55343
MINNETONKA SATELLITE 18001 Highway 7, Minnetonka 55343
HOPKINS SATELLITE 47 Ninth Av. So., Hopkins 55343
BLOOMINGTON SATELLITE 4200 West Old Shakopee Rd., Bloomington 55420
MMC SATELLITE Suite 206, Metropolitan Medical Office Bldg., 825 South 8th St., Minneapolis 55404
COON RAPIDS CLINIC 9920 N.W. Zilla, Coon Rapids 55433
CHAMPLIN MEDICAL CENTER 11269 Hwy. 52, Champlin 55316
ST. MICHAEL AREA MEDICAL CENTER St. Michael 55376
RAMSEY MEDICAL CENTER 5300 153rd Av., Ramsey 55303
WHITE BEAR FAMILY PRACTICE CLINIC, P.A. 3320 Bellaire Av., White Bear Lake 55110
MAPLEWOOD FAMILY PRACTICE GROUP 1814 North St. Paul Rd., Maplewood 55109
SCENIC HILLS CLINIC 261 No. Ruth Street, St. Paul 55119
GORMAN CLINIC 234 E. Wentworth Av., West St. Paul 55118
NORTH ST. PAUL MEDICAL CENTER 2579 East Seventh Av., North St. Paul 55109
MARYLAND CLINIC 911 E. Maryland Av., St. Paul 55106
EASTSIDE MEDICAL CENTER 891 White Bear Av., St. Paul 55106

ARCADE CLINIC 651 Arcade, St. Paul 55106
FAMILY PRACTITIONERS, P.A. 7460 So. 80th St., Cottage Grove 55016
WOODBURY FAMILY MEDICAL CENTER 1783 Woodland Dr., Woodbury 55119
NORTH SUBURBAN FAMILY PHYSICIANS 404 W. Hwy. 96, Shoreview 55112
SHAKOPEE MEDICAL CENTER 1335 East 10th Avenue, Shakopee 55379
PRIOR LAKE HEALTH CENTER 15950 Franklin Tr. S.E., Prior Lake 55372
HOSPITALS
MERCY MEDICAL CENTER 4050 Coon Rapids Blvd., Coon Rapids, MN
ST. JOHN'S HOSPITAL 403 Maria Av., St. Paul, MN
ST. FRANCIS HOSPITAL 325 W. 5th, Shakopee, MN
METHODIST HOSPITAL 6500 Exc. Blvd., St. Louis Park, MN
Nicollet/Eitel Health Plan Phone 888-3350

CLINICS
BLOOMINGTON NICOLLET CLINIC 7901 Xerxes Ave.S. Bloomington, Minnesota
BURNSVILLE NICOLLET CLINIC 200 East Nicollet Blvd. Burnsville, Minnesota
MINNEAPOLIS NICOLLET CLINIC Franklin & Blaisdell Avenues Minneapolis, Minnesota
WAYZATA NICOLLET CLINIC 201 East Lake Street Wayzata, Minnesota
HOSPITALS
EITEL HOSPITAL Minneapolis, MN
FAIRVIEW-SOUTHDALE HOSPITAL Edina, MN
CHILDREN'S HEALTH CENTER Minneapolis, MN

PHYSICIANS HEALTH PLAN (PHP)

PHP provides services through more than 1900 physicians and offices located throughout a 12 county service area. Medically necessary hospital treatment is available at 26 participating hospitals and prescription drugs are available at over 300 pharmacies. A list of PHP providers and services may be obtained through your state personnel officer or the University of Minnesota employee benefits department. For additional details, call PHP at 340-7800.

Share Health Plan Phone 854-2377

CLINICS
BROOKLYN PARK MEDICAL CENTER 5805 74th Av.N., Brooklyn Park, MN
COLUMBIA PARK CLINIC 3620 Central Av. NE, Columbia Park, MN
ST. PAUL MEDICAL CENTER 555 Simpson St., St. Paul, MN
STADIUM SQUARE MEDICAL CENTER 7920 Cedar Av.S., Bloomington, MN
HOSPITALS
UNITY HOSPITAL 550 Osborne Rd., Fridley, MN
MIDWAY HOSPITAL 1700 University Ave., St. Paul, MN
CHILDRENS HOSPITAL 345 Smith, St. Paul, MN
FAIRVIEW-SOUTHDALE HOSPITAL 6401 France Av.S., Edina, MN



# 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 \$10,000. Employees who have \$10,000 additional life or who bring their total amount of additional life insurance up to \$10,000, may also apply for up to six additional units of \$5,000 each. Those employees with \$40,000 additional life may apply for up to three additional units of \$20,000 each. The total additional employee life insurance available is \$100,000.

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 60 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until date of death.

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 50% of the coverage carried by the employee.
3. **Dependents life insurance** of \$2,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$2,000). Prior to age 70, an additional amount of \$2,000 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	\$2,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$2,000 Dependent Life
Under 30	\$.06	\$.22	45 — 49	\$ .18	\$ .46
30 — 34	.10	.30	50 — 54	.35	.80
35 — 39	.10	.30	55 — 59	.50	1.08
40 — 44	.18	.46	60 — 64	.85	1.80
			65 — 69	1.56	3.22

## ST. PAUL LIFE INSURANCE COMPANY

ACCIDENT AND SICKNESS INDEMNITY (1st day accident — 8th day sickness — 26 weeks)

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
\$140	\$1.32	\$ 500	\$4.72
170	1.61	600	5.67
200	1.88	700	6.61
250	2.36	800	7.55
300	2.84	900	8.49
400	3.78	1000	9.45

### LONG TERM SALARY CONTINUANCE DISABILITY

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage — \$ .59 per 2-week pay period.

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

This Memorandum of Understanding is made and entered into this 7th day of December, 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER and the Minnesota Government Engineers Council, hereinafter referred to as the ASSOCIATION.

Layoff & Recall in the Minnesota Department of Transportation

The parties agree that the Layoff & Recall article which was tentatively agreed to on September 3, 1981 is in effect from December 4, 1981 for the Minnesota Department of Transportation only.

The parties further agree that said article is amended as follows:

"C. Classification Seniority. 'Classification Seniority' is defined as the length of continuous service in a specific job classification within the Agency 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 the class from which the employee is demoted, bumped or transferred as well as any Classification Seniority previously acquired in the class to which the employee demotes, bumps or transfers."

The parties further agree that any relocation expenses incurred under Section 5 of the layoff and recall article will be subject to the tentatively agreed to Relocation Expense article.

In witness whereof, the parties have hereto set their hands on the date first mentioned above.

FOR THE COUNCIL

/s/ Dave O'Connell

FOR THE EMPLOYER

/s/ James P. McKane

James P. McKane

Mn/DOT Labor Relations Director

/s/ Nancy McClure

Nancy McClure

Assistant State Labor Negotiator

LETTER OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

This letter supplements the Memorandum of Understanding between the State of Minnesota and the Minnesota Government Engineers Council, which was entered into on December 7, 1981.

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

In witness whereof, the parties hereto set their hands on the 4th day of January, 1982.

FOR MGEC

/s/ Dave O'Connell

For the State

/s/ James P. McKane  
James P. McKane  
Mn/DOT Labor Relations Director

/s/ Nancy A. McClure  
Nancy A. McClure  
Assistant State Labor Negotiator

MEMORANDUM  
OF  
UNDERSTANDING  
Insurance Provisions

Section 1. Insurance. Both the State of Minnesota and the Minnesota Government Engineers Council agree to implement the provisions of the attached Insurance Article, which document represents the agreed upon Insurance Article for the 1981-1983 Collective Bargaining Agreement. The terms of said article shall be effective on October 7, 1981, the commencement of the new insurance program year.

Section 2. Insurance Payment. The parties agree that notwithstanding the provisions of Section 4, Insurance Payment, of the attached Insurance Article employees must be enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 21, 1981 in order to receive the first \$50.00 insurance payment, and that such payment shall be made in November, 1981.

Section 3. Open Enrollment. The parties agree that notwithstanding the provisions of Section 11, Open Enrollment, of the attached Insurance Article the 1981 open enrollment period shall be the period of September 21, 1981 through October 21, 1981, and that changes in coverages shall become effective October 21, 1981.

/s/ Nancy A. McClure  
For the Employer

/s/ Dave O'Connell  
For Minnesota Government  
Engineers Council

Date this 10th day of September, 1981



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982 by and between the State of Minnesota, hereinafter referred to as the EMPLOYER and the Minnesota Government Engineers Council referred to as the COUNCIL.

CAREER EXECUTIVE SERVICE

Employees who are members of the Career Executive Service pursuant to Minnesota Statutes 43A.18, Subd. 3 shall have the option to have their compensation, terms and conditions of employment governed by the State of Minnesota Managerial/Career Executive Service Plan effective July 1, 1981.

Such employees shall notify their Appointing Authority within ninety (90) calendar days of the effective date of this Agreement if they wish to opt out of the Career Executive Service. Employees who elect to opt out who have already received a salary increase pursuant to the Managerial/Career Executive Service Plan for Fiscal Year 1982 shall not be eligible for any conversion or across the board increases provided for in this Agreement prior to July 1, 1982.

Employees who select to be covered by the Managerial/Career Executive Service Plan shall be governed by this Plan for the life of this Agreement.

For purposes of Article XIII, Section 1, employees in the Career Executive Service shall be considered to be serving in a class within the bargaining unit and seniority unit. Employees in the Career Executive Service may bump into positions occupied by employees not in the Career Executive Service on the basis of Classification Seniority. Employees not in the Career Executive Service may bump into positions occupied by employees in the Career Executive Service on the basis of Classification Seniority.

The EMPLOYER and the COUNCIL mutually agree that the provisions of this Memorandum of Understanding shall remain in full force and effect through the 30th day of June, 1983.

In witness whereof, the parties have hereto set their hands on the date first mentioned above.

FOR THE COUNCIL

FOR THE EMPLOYER

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Commissioner of Employee Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
State Labor Negotiator

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Assistant State Labor Negotiator

\_\_\_\_\_  
Past President

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

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Bargaining Team Member

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA GOVERNMENT ENGINEERS COUNCIL

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1982, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER and the Minnesota Government Engineers Council referred to as the COUNCIL.

RETROACTIVITY

Section 1. Implementation of Retroactivity.

The parties agree that the agreement shall be treated as retroactively in effect from July 1, 1981 subject to the following conditions:

1. The Vacation Schedule contained in Article VIII shall be retroactive to July 1, 1981.
2. The Vacation and Sick Leave Article language for reinstating vacation and sick leave accrual rates of employees reinstated between July 1, 1981, and the effective date of this Memorandum shall be retroactive to July 1, 1981.
3. Employees who observed their birthday as a paid holiday between July 1, 1981 and the effective date of this Memorandum, inclusive, shall not be eligible to receive a floating holiday during Fiscal Year 1982. If it is not possible due to work schedules for employees to take the floating holiday during Fiscal Year 1982, they shall be entitled to take the floating holiday during the first four (4) months of Fiscal Year 1983.
4. Expense Allowances, Article XIX, shall be retroactive to July 1, 1981. Employees shall submit all changed or additional expense claims by May 1, 1982, or shall lose the right to reimbursement at the higher rates. The Appointing Authority may require proper documentation of such increased or added claims. Employees who have separated from State service from July 1, 1981 through the effective date of this Agreement shall be eligible for retroactive expenses upon written request to the Appointing Authority submitted no later than seventy-five (75) days after the effective date of this Agreement. The parties agree that the Appointing Authorities are under no obligation to contact separated former employees under this provision.
5. Relocation Allowances, Article XX, shall be retroactive to July 1, 1981. Employees shall submit all changed or additional expense claims by May 1, 1982, or shall lose the right to reimbursement at the higher rates. The Appointing Authority may require proper documentation of such increased or added claims. Retroactivity shall not be extended to employees who are not on the payroll as of the effective date of this Memorandum.

6. Wages, Article XVII, shall be retroactive to July 1, 1981. Employees who have separated from State service from July 1, 1981 through the effective date of this Agreement shall be eligible for retroactive wages upon written request to the Department of Employee Relations submitted no later than seventy-five (75) days after the effective date of this Agreement. The parties agree that the Employer is under no obligation to contact separated former employees under this provision.

7. Insurance, Article XVIII, shall be retroactive to October 1, 1981.

Section 2. Re-Setting Dates Contained in the Agreement.

Wherever the Agreement has specified that the Employer or Appointing Authority shall take certain actions within a stated period of time after July 1, 1981, the parties agree to provide that the period of performance shall run forward by the stated number of days from the effective date of this Memorandum.

Section 3. Other Portions of the Agreement.

Unless specifically provided for in a subsequent writing signed by both parties, any other article, clause or provision of the Agreement not specifically recited in this Memorandum of Understanding shall not be retroactive but shall be effective from the date of ratification of this Agreement by the Legislative Commission on Employee Relations.

In witness whereof, the parties have hereto set their hands on the date first mentioned above.

FOR THE COUNCIL

FOR THE EMPLOYER

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Commissioner of Employee Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
State Labor Negotiator

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Assistant State Negotiator

\_\_\_\_\_  
Past President

\_\_\_\_\_  
Labor Relations Representative

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

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.

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.

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 shall file an accident report, on forms furnished by the Appointing Authority. A copy of the accident report shall be furnished to the Appointing Authority's Safety Committee by the Appointing Authority. All such injuries shall be reported to the employee's immediate supervisor and any necessary medical attention shall be arranged. 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.

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, 1981 salary ranges for employees covered by this Agreement shall incorporate an 8½% across-the-board salary increase. Effective June 30, 1982 salary ranges for employees covered by this Agreement shall incorporate a 6½% salary increase. Effective December 29, 1982 salary ranges for employees covered by this Agreement shall incorporate a 3% salary increase.

Section 3. Conversion. Effective July 1, 1981, June 30, 1982 and December 29, 1982, 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, D and E.

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

Section 4. Inequity Adjustments. Two steps shall be added to the Graduate Engineer 2 range (from five (5) to seven (7) steps). Employees who were at the maximum salary range for two (2) or more years on June 30, 1981 shall advance to the next step on July 1, 1981.

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.

Achievement Awards: In addition to the foregoing, employees who have demonstrated outstanding performance may receive achievement awards in the amount of one salary step, provided the employee is not at or above the maximum salary rate for their class. If an employee is at or above the maximum of the range, such achievement awards shall be paid in a lump sum equal to the annual equivalent of one-half the difference between the last two steps of the employee's range. In no instance during a fiscal year shall achievement awards be granted to more than 30 percent of the number of departmental employees authorized at the beginning of the fiscal year.

Section 6. 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 retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of 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 7. 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 8. Shift Differential. Effective July 1, 1981, 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 cents (\$0.30) 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 9. 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;

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 10. 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. 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. Effective July 1, 1981, severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.



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 to the employee's credit at the time the employee was separated 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 maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of Insurance and the certificates issued thereunder. 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.

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.

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 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 may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For employees age sixty-five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

Section 3. Employer Contribution for Health Insurance. Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the health, surgical, medical and hospital coverages specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total employee Blue Cross and Blue Shield insurance premium not to exceed the total cost for employee coverage.

Effective July 1, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to ninety percent (90%) of the total dependent Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan, or any other plan offered by the Employer. A brief description of each of the HMO plans and Blue Cross and Blue Shield of Minnesota Plan is contained in Appendix C. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 4. Insurance Payment. Employees employed by the Employer on July 1, 1981, who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981, and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Employees employed by the Employer on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 6, 1982, and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October, 1982, provided there has been no break in continuous service between July 1, 1981, and October 6, 1982.

Employees shall be considered to be employed on July 1, 1981, October 7, 1981, and October 6, 1982, if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

Section 5. 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 (1980) 176.191, Subdivision 3.

Section 6. Employer Contribution for Dental Insurance. Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective July 1, 1981, the Employer shall pay one-half (1/2) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to one-half (1/2) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer. A brief description of the dental plans is contained in Appendix C.

Section 7. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal Sum</u>
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
over \$25,000	\$30,000	\$30,000

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 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.

Section 8. Optional Insurance. The following optional insurance protection shall be available for purchase by eligible employees:

A. Short Term Salary Continuance. Provides benefits of \$140-\$1,000, 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.

B. Long Term Salary Continuance. Provides benefits of \$200-\$1,000, based on the employee's salary, commencing on the 181st day of total disability.

C. 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 9. 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 and medical benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 10. 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 insurance program for an additional six (6) months at their own expense at the group premium rates.

Section 11. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 3 and 6 above during the period August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period on October 1 in each year.

#### 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 four (24) cents per mile for Fiscal Year 1982, and at the rate of twenty six (26) cents per mile for Fiscal Year 1983 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 nineteen (19) cents per mile for Fiscal Year 1982, and at the rate of twenty one (21) cents per mile for Fiscal Year 1983 on the most direct route. 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 accomodate 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 thirty eight (38) cents per mile for Fiscal Year 1982, and at the rate of forty (40) cents per mile for Fiscal Year 1983 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 twelve (12) cents per mile for Fiscal Year 1982, and at the rate of thirteen (13) cents per mile for Fiscal Year 1983 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 (40) cents for Fiscal Year 1982, and at the rate of forty three (43) cents per mile for Fiscal Year 1983 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 of transportation so authorized. All air transportation shall be by coach class. 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:

	Fiscal Year 1982	Fiscal Year 1983
Breakfast	\$4.50	\$ 5.50
Lunch	\$5.50	\$ 6.50
Dinner	\$9.50	\$10.50

Maximum reimbursement for meals outside the state or on trains, including tax and gratuity, shall be:

	Fiscal Year 1982	Fiscal Year 1983
Breakfast	\$ 5.00	\$ 6.00
Lunch	\$ 6.00	\$ 7.00
Dinner	\$11.00	\$12.00

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 \$7.00 per week for laundry or not to exceed \$6.00 for 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 \$100 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 six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

- A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.
- B. Realtor's Fees. Realtor's fees of up to six (6) 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 \$350.00 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 1981-83 biennium, and the provisions which establish wages and economic fringe benefits must be submitted to the 72nd, 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 \_\_\_\_ day of \_\_\_\_, 1982, and shall remain in full force and effect through the 30th day of June, 1983. It shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other in writing no later than August 15 of even numbered years that it desires to modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

FOR THE COUNCIL

FOR THE EMPLOYER

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Commissioner of Employee Relations

\_\_\_\_\_  
President

\_\_\_\_\_  
State Labor Negotiator

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Assistant State Negotiator

\_\_\_\_\_  
Past President

\_\_\_\_\_  
Labor Relations Representative

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

\_\_\_\_\_  
Bargaining Team Member

# APPENDIX A

## PERSONNEL TRANSACTIONS FOR BARGAINING UNIT #12 (MGEC)

### ADDITIONS TO UNIT #12

SOCIAL SECURITY #	NAME: LAST	FIRST	M.I.	CLASS CODE	DEPT.	HOME ADDRESS

### DELETIONS FROM UNIT #12

			DELETION CODE#

SIGNATURE

TITLE

DATE

### \*DELETION REASON CODES:

- 1 - Terminated Employment
- 2 - Transferred to another Appointing Authority. (Indicate Department.)
- 3 - Promoted to class not in unit. (Indicate new class.)
- 4 - Transferred to non-bargaining unit position in same class. (Attach Explanation.)
- 5 - Other - Explain: \_\_\_\_\_

SEND TO: MGEC, Room 140, 555 Park Street, St. Paul, MN 55103.

APPENDIX B

SALARY RANGE ASSIGNMENTS

1E	Graduate Engineer 1
4E	Land Surveyor 1
4G	Graduate Engineer 2
5I	Principal Engineering Specialist Radio Engineer 1
8I	Land Surveyor 2 Radio Engineer 2 Senior Engineer
10J	Principal Engineer Principal Land Surveyor
13I	Administrative Engineer

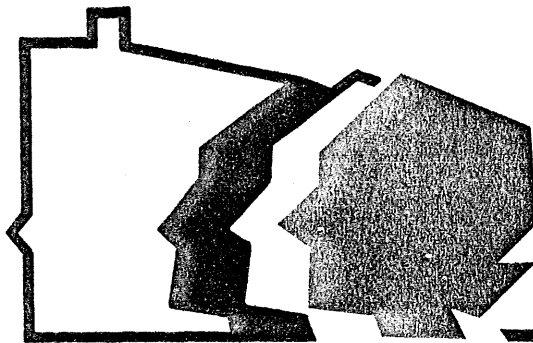
APPENDIX C  
COMPENSATION GRID  
BARGAINING UNIT 12  
Effective July 1, 1981

Step	Comp Code		A	B	C	D	E	F	G	H	I	J	
Step	Comp Code		01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
E	1	YR	16,500	19,126	19,794	20,483	21,214	21,945	22,738	23,574	24,430	25,307	1
		MO	1542	1594	1650	1707	1768	1829	1895	1964	2036	2109	
		HR	8.86	9.16	9.48	9.81	10.16	10.51	10.89	11.29	11.70	12.12	
E	2	YR	19,126	19,794	20,483	21,214	21,945	22,738	23,574	24,430	25,307	26,225	2
		MO	1594	1650	1707	1768	1829	1895	1964	2036	2109	2185	
		HR	9.16	9.48	9.81	10.16	10.51	10.89	11.29	11.70	12.12	12.56	
E	3	YR	19,794	20,483	21,214	21,945	22,738	23,574	24,430	25,307	26,225	27,186	3
		MO	1650	1707	1768	1829	1895	1964	2036	2109	2185	2265	
		HR	9.48	9.81	10.16	10.51	10.89	11.29	11.70	12.12	12.56	13.02	
E	4	YR	20,483	21,214	21,945	22,738	23,574	24,430	25,307	26,225	27,186	28,167	4
		MO	1707	1768	1829	1895	1964	2036	2109	2185	2265	2347	
		HR	9.81	10.16	10.51	10.89	11.29	11.70	12.12	12.56	13.02	13.49	
E	5	YR	21,214	21,945	22,738	23,574	24,430	25,307	26,225	27,186	28,167	29,211	5
		MO	1768	1829	1895	1964	2036	2109	2185	2265	2347	2434	
		HR	10.16	10.51	10.89	11.29	11.70	12.12	12.56	13.02	13.49	13.99	
E	6	YR	21,945	22,738	23,574	24,430	25,307	26,225	27,186	28,167	29,211	30,234	6
		MO	1829	1895	1964	2036	2109	2185	2265	2347	2434	2520	
		HR	10.51	10.89	11.29	11.70	12.12	12.56	13.02	13.49	13.99	14.48	
E	7	YR	22,738	23,574	24,430	25,307	26,225	27,186	28,167	29,211	30,234	31,424	7
		MO	1895	1964	2036	2109	2185	2265	2347	2434	2520	2619	
		HR	10.89	11.29	11.70	12.12	12.56	13.02	13.49	13.99	14.48	15.05	
E	8	YR	23,574	24,430	25,307	26,225	27,186	28,167	29,211	30,234	31,424	32,573	8
		MO	1964	2036	2109	2185	2265	2347	2434	2520	2619	2714	
		HR	11.29	11.70	12.12	12.56	13.02	13.49	13.99	14.48	15.05	15.60	
E	9	YR	24,430	25,307	26,225	27,186	28,167	29,211	30,234	31,424	32,573	33,784	9
		MO	2036	2109	2185	2265	2347	2434	2520	2619	2714	2815	
		HR	11.70	12.12	12.56	13.02	13.49	13.99	14.48	15.05	15.60	16.18	
E	10	YR	25,307	26,225	27,186	28,167	29,211	30,234	31,424	32,573	33,784	35,078	10
		MO	2109	2185	2265	2347	2434	2520	2619	2714	2815	2923	
		HR	12.12	12.56	13.02	13.49	13.99	14.48	15.05	15.60	16.18	16.80	
E	11	YR	26,225	27,186	28,167	29,211	30,234	31,424	32,573	33,784	35,078	36,289	11
		MO	2185	2265	2347	2434	2520	2619	2714	2815	2923	3024	
		HR	12.56	13.02	13.49	13.99	14.48	15.05	15.60	16.18	16.80	17.38	
E	12	YR	27,186	28,167	29,211	30,234	31,424	32,573	33,784	35,078	36,289	37,563	12
		MO	2265	2347	2434	2520	2619	2714	2815	2923	3024	3130	
		HR	13.02	13.49	13.99	14.48	15.05	15.60	16.18	16.80	17.38	17.99	
E	13	YR	28,167	29,211	30,234	31,424	32,573	33,784	35,078	36,289	37,563	38,920	13
		MO	2347	2434	2520	2619	2714	2815	2923	3024	3130	3243	
		HR	13.49	13.99	14.48	15.05	15.60	16.18	16.80	17.38	17.99	18.64	

Step  
Comp Code  
YR - Yearly Salary Rate  
MO - Monthly Salary Rate  
HR - Hourly Salary Rate



State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

UNIT 13 (HEALTH TREATMENT PROFESSIONAL)

PROPOSED CONTRACT FISCAL ANALYSIS

I. Economic Costs

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	4,686,564	657,134
Retirement	560,514	81,933
Insurance	<u>213,216</u>	<u>41,215</u>
Total	5,460,294	780,282

II. Exclusive Representative: Association of Health Treatment Professionals.

III. Bargaining Unit Composition: Dentists, Pharmacists, and Physicians

(unless excluded as managerial, supervisory or confidential, or pursuant  
to M.S.A. 43A.17, Subd. 4).

*78 Employees*



## Summary of Health Treatment Professional Proposed Settlement

### I. Salaries.

- F.Y. '82: 8.25% Across-the-Board Increase 7/1/81.
- F.Y. '83: 5.50% Across-the-Board Increase 7/14/82.  
4.00% Across-the-Board Increase 1/12/83
- Inequity adjustments of 30,000 for the biennium (including merger of equal classes of Pharmacists previously represented by PEPOM and AFSCME, Council 6; addition of "J" step to Dentist range).

### II. Fringe Benefits.

- Continue current Health Insurance benefits; increase major medical from \$250,000 to \$500,000.
- Raise deductible from \$50 to \$100.
- \$50 off-set paid in 1981 and 1982 to employees with Blue Cross/Blue Shield coverage.
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to \$56.06 for employee coverage.  
Contribute up to \$76.94 for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Blue Cross/Blue Shield employee coverage.  
Contribute up to 90% of the cost of Blue Cross/Blue Shield dependent coverage.
- Eliminate Health Testing
- Continue current Dental Insurance benefits.
- Flat rate Employer contribution.
  - F.Y. '82: Contribute up to \$8.38 for employee coverage.  
Contribute up to \$9.58 for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Delta Dental employee coverage.  
Contribute up to 50% of the cost of Delta Dental dependent coverage.
- Eliminate \$500 Death Benefit.
- Continue current Life Insurance.
- Increase Life Insurance to \$30,000 for employees earning over \$25,000.
- Vacation change to same level as other State employees 0-5 years 4 hours per pay period
- Birthday Holiday converted into a floating holiday.

UNIT 13: HEALTH TREATMENT PROFESSIONAL

AGREEMENT

BETWEEN THE

STATE OF MINNESOTA

AND THE

ASSOCIATION OF HEALTH TREATMENT PROFESSIONALS

July 1, 1981 - June 30, 1983

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## PREAMBLE

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981 by and between the State of Minnesota hereinafter referred to as the EMPLOYER and the Association of Health Treatment Professionals, hereinafter referred to as the Association. This Agreement has as its purpose the promotion of harmonious relations between the parties; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment; and to express the full and complete understanding of the parties pertaining to all terms and conditions of employment.

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 RECOGNITION

Section 1. Recognition. The Employer recognizes the Association as the exclusive representative of the employees in the following classifications: Buyer Pharmacist, Chief of Pharmaceutical Services, Chief of Service, Dental Services Chief, Dentist, Drug Utilization Review Director, Pharmacist, Pharmacist Clinician, Pharmacist Hospital, Pharmacist Hospital Senior, Pharmacist Senior, Pharmacy Surveyor, Physician, Public Health Physician 1, Public Health Physician 2, Staff Physician, and Staff Physician Senior are included in the unit certified by the Bureau of Mediation Services, Case Number 80-PR-1301A. Part-time, seasonal, or temporary employees working the lesser of fourteen (14) hours per week or thirty-five (35) percent of the normal work week in the employee's bargaining unit and who are employed less than one hundred (100) working days in any calendar year are excluded from the above bargaining unit and this Agreement. Managerial, supervisory, confidential and physicians compensated pursuant to M.S. 43A.17, Subdivision 4 are excluded.

Section 2. Disputes. Assignment of newly created classes to the bargaining unit or reassignment of existing classes to a different bargaining unit shall be accomplished in accordance with Minnesota Statutes 179.71, Subd. 5(j).

## ARTICLE II MANAGEMENT RIGHTS

It is recognized that, except as expressly modified by this Agreement, the Employer retains all inherent managerial rights necessary to operate and direct the affairs of the Employer and its agencies in all its various aspects. These rights include but are not limited to: the right to direct the working force; to determine policy, functions, and programs; to determine and establish budgets; to plan, direct and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to utilize technology, to assign and transfer employees; to evaluate employees; to schedule working hours and to assign overtime; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees for legitimate reasons, to make and enforce reasonable rules and regulations; and to change or eliminate existing methods, equipment, or facilities.

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

### ARTICLE III ASSOCIATION RIGHTS

Section 1. Association Representatives. A written list of association representatives and other officers and representatives shall be furnished to the Employer immediately after their designation and the Association shall notify the Employer of any changes, provided that the Association shall not designate more than one representative for each department.

Section 2. Association Activities. With advance notice to the employee's immediate supervisor, the Employer agrees that during working hours, on the Employer's premises, and without loss of pay, an Association Representative shall be allowed reasonable time to post official Association notices, distribute Association newsletters, to transmit communications authorized by the Association to the Employer and to present grievances as are required for the administration of this Agreement provided this activity does not interfere with normal work duties. If the performance of these Association activities entails travel by the Association Representative to another state facility, such travel cost shall be borne by the Association.

### ARTICLE IV PROBATIONARY PERIOD

Section 1. Definition. "Probationary period" is a working period during which an employee is required to demonstrate fitness upon an appointment to a position.

Section 2. Duration. All unlimited appointments, either initial or promotional, to positions in the classified service except appointments from layoff lists shall be for a probationary period of 1,044 straight time compensated hours. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified appointment.

If the Appointing Authority decides that an employee cannot successfully complete the probationary period as provided above, such employee shall not be certified. However, if in the opinion of the Appointing Authority an extension of the probationary period could result in successful completion of the probationary period, the Appointing Authority and the Association may mutually agree to a limited extension not to exceed 520 straight time compensated hours. Employees who began a probationary period prior to commencement of this Agreement shall complete that probationary period based on the provisions existing at the time of their appointment.

Section 3. Terminations During the Probationary Period. Probationary employees may be terminated at any time during the probationary period. Permanent employees who are serving subsequent probationary periods and are not certified for permanent status shall have the right to return to the position in the former classification and seniority unit.

Non-certification of employees pursuant to this Article is not arbitrable.

ARTICLE V  
HOURS OF WORK AND OVERTIME

Section 1. Definition. Hours of work are defined as those hours of the day, days of the week, for which the employees are required to fulfill the responsibilities of their professional positions.

Section 2. Normal Work Period. The normal payroll work period shall consist of eighty (80) hours within a period of fourteen (14) consecutive days. However, it is recognized that an employee may be required to work varied hours, making the maintaining of consistent starting or stopping times or the assignment of the number of hours worked in one day sometimes impossible. However, insofar as practicable, employees are expected to complete normal work within a normal scheduled work day and a normal work week.

Section 3. Split Shifts. For Pharmacists working under this agreement, split shifts shall not be assigned, except in unusual or unanticipated situations.

Section 4. Hours Worked in Excess of 80 in a Payroll Period.

A. Pharmacists Only. Pharmacists will receive overtime at the rate of straight-time when assigned to a project that is in addition to their normal duties and total hours worked exceed eighty (80) hours in a work period, and shall not be compensated at the rate of time and one-half ( $1\frac{1}{2}$ ) under any provision of this Agreement. Overtime hours worked shall not be paid more than once for the same hours worked under any provision of this Agreement.

B. Physicians and Dentists Only. Compensatory time credit, not necessarily on an hour-for-hour basis, may be granted on an individual basis for hours worked in excess of eighty (80) hours in a payroll period. Compensatory time credit shall be liquidated by either time off or cash or a combination thereof at a straight time rate as the Appointing Authority may elect.

Section 5. Officer of the Day Duty (OD) for Physicians. Physicians who are assigned Officer of the Day duty shall be compensated one-sixth or more of his/her straight time hourly rate for every full hour of OD duty providing the following conditions are met:

1. The hospital administration officially scheduled the physician to OD duty.
2. Only one physician in the hospital is scheduled to OD duty for the same hours (coverage by contract physicians replaces OD duty).
3. The scheduled OD hours are in addition to the physicians' normal work week. (The physician receives OD duty pay only for those hours s/he does not receive regular compensation.)
4. The Medical Director has designated either that the physician assigned to the OD duty must remain on campus or the length of time during which the physician must reach the campus.

The Appointing Authority may liquidate OD duty in cash payment or compensatory time off as outlined in Section 4 above.

Section 6. Meal Periods. Employees shall normally be granted an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes to be scheduled near the midpoint of each work shift. Pharmacists who are required to remain in a duty status or who are assigned to perform work during meal periods shall be compensated for such time.

Section 7. Rest Periods. All employees will be granted a fifteen (15) minute paid rest period during each one-half (1/2) shift. Employees who work beyond their regular quitting time into the next shift shall receive a ten (10) minute paid rest period before they start work on the next shift whenever it is anticipated that such work will require approximately two (2) hours. The Employer retains the right to schedule employee rest periods to fulfill the operational needs of the work unit. Rest periods may not be accumulated.

Section 8. Call In - Pharmacists Only. Any pharmacist called in to work outside of his/her regularly scheduled shift shall be credited with a minimum of three (3) hours at the rate of straight time for each call-in. If the call in to work assignment and the pharmacist's scheduled shift overlap, the pharmacist will be compensated for the call-in at straight time until the scheduled shift begins.

Section 9. On Call Pay - Pharmacists Only. A pharmacist who is instructed by his/her supervisor in writing to remain available to work during an off-duty period is in an on call status. A pharmacist instructed to be in an on call status is not required to remain in a fixed location, but must leave word where he/she may be promptly reached by telephone or by an electronic signalling device. A pharmacist who is so instructed to remain in an on call status shall be compensated for such time at the rate of \$4.00 for each one hour of on call status, but such total on call compensation shall be limited to a maximum of \$16.00 for each separate twenty-four (24) hour time period starting at the time a pharmacist is directed to be in an on call status.

## ARTICLE VI LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. All requests for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Authorization for Leave. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for a leave of absence shall be answered by the supervisor promptly.

Section 3. Paid Leaves of Absence.

A. Court Appearance Leave: Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body as witness in an action involving the Federal Government, the State of Minnesota, or a political subdivision thereof, in response to a subpoena or other direction of proper authority. 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 the employee's regular rate of pay and shall remit to his/her Appointing Authority the fee received, exclusive of expenses.

B. Jury Duty Leave: Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular rate of pay and he/she shall remit to the Appointing Authority the fee received, exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.

C. 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.

D. 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.

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

#### Section 4. Unpaid Leaves of Absence.

A. Unclassified Service Leave: Leave may be granted to any 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 a cumulative total of 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. An Appointing Authority may require appropriate medical documentation of the illness, injuries, or disability. Upon the request of the employee, such leave may be extended.

D. Maternity Leave: Requests for maternity leave of absence shall be submitted not later than the end of the sixth month of pregnancy of the employee and shall be accompanied by a physician's statement indicating the estimated date of delivery of the child. Maternity leaves of absence shall be granted to all pregnant employees or adoptive mothers who request same. Maternity leave shall not be considered the same as disability leave, and it shall continue up to six (6) consecutive months, and shall be reduced by any paid or unpaid leave of absence. Maternity leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority.



E. Adoption Leave: Requests for adoption leaves of absence shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave and shall be granted to employees who request same. The leave shall begin on the date requested by the employee and shall continue up to six (6) weeks provided, however, that adoption leave may be extended up to a maximum of one (1) year by mutual consent between the employee and the Appointing Authority.

F. 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.

G. 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 Paragraph A of this Section.

H. Precinct Caucus: Upon fourteen (14) days advance request, leave shall be granted to any employee for the purpose of attending a political party caucus.

I. Association Leave: Upon the written request of the Association, leave shall be granted to employees who are elected officers or appointed representatives of the Association. Annually, the Employer may request the Association to confirm the employee's continuation on Association Leave.

Section 5. 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 an 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 prior to the previously agreed upon date of expiration of that leave of absence.

Section 6. 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 or a position of comparable duties and pay in the seniority unit from which the leave was granted. Employees returning from extended leaves of absence (one (1) month or more) shall notify their Employer at least two (2) weeks prior to their return from leave. Employees may return to work prior to the agreed upon termination date with the approval of the Appointing Authority. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.

## ARTICLE VII HOLIDAYS

Section 1. Eligibility. All employees except intermittent employees, emergency employees, and temporary employees shall be eligible employees for the purposes of this Article.

Section 2. Observed Holidays. The following days shall be observed as paid holidays for all employees covered by this Agreement.

New Year's Day  
President's Birthday  
Memorial Day  
Independence Day  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day After Thanksgiving  
Christmas Day  
One Floating Holiday

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

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

If an employee's birthday falls on any of the other holidays listed above, and/or if any one of the above holidays fall on an employee's regularly scheduled day off, the Appointing Authority may schedule an alternate holiday or pay such holiday in cash.

Section 3. Eligibility Requirements. To be eligible to receive a paid holiday, an employee must be in a payroll status on the normal work day immediately preceding and the normal work day immediately following the holiday.

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 scheduled work day), and shall be paid for in cash.

Section 5. Pro-rata pay for Part-Time Employees. Eligible employees who normally work less than full-time shall have their holiday pro-rated on the following basis:

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

Section 6. Work on a Holiday.

A. Pharmacists. Any pharmacist who works on a holiday in accordance with his/her regular schedule shall be paid in cash at the pharmacist's straight-time rate for all hours worked in addition to holiday pay as provided for in Section 3 and 4 above.

B. Physicians or Dentists. Any physician or dentist who works on a holiday shall be paid in cash at the physician's or dentist's straight time rate for all hours worked in addition to holiday pay provided for in Sections 3 and 4 above, or at the Appointing Authority's discretion, shall be paid in cash at the physician's or dentist's straight time rate for all hours worked in addition to an alternate holiday in lieu of holiday pay provided for in Section 4 above.

C. Religious Holidays. Any employee who observes a religious holiday or a day which does not fall on a Sunday or a legal holiday shall be entitled to such time off. Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated annual leave 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, and temporary employees shall be eligible employees for purposes of this Article.

Section 2. Allowances. All eligible employees shall accrue vacation pay according to the following rates:

<u>Continuous Eligible State Employment</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	7½ working hours
After 20 years	8 working hours

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 schedule set forth in Appendix A.

For purposes of determining changes in an employee's accrual rate, years of Continuous Employment Requirement shall include any leave of absence for that portion of the child bearing process where the physician certifies that the employee is unable to work because she is disabled and shall not include periods of suspension, or unpaid non-medical leaves of absence, that are more than one (1) full pay period in duration. This determination shall not be used to change any Continuous Employment Requirement determined prior to July 9, 1975.

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

Employees shall begin earning vacation leave on their first day in pay status as an eligible employee. After completion of six (6) months in an eligible position, employees are eligible for and may use vacation leave up to and including the amount earned provided approval is obtained from the supervisor.

Employees may accumulate unused vacation leave to a maximum of two hundred forty (240) hours.

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

Employees under a military leave under Article VI 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 to state service from military leave.

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

Section 3. Vacation Charges. Employees who use vacation shall be charged only for the number of hours they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments of less than one-half ( $\frac{1}{2}$ ) 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.

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave effective the date of the illness or disability upon approval of the employee's supervisor. Such notice shall be accompanied by a medical statement from a medical practitioner and shall be given to the supervisor as soon as possible, after the illness or disability occurs.

Section 4. Vacation Rights. Any employee who transfers or is transferred from another Appointing Authority to positions represented by the Association without any interruption in service shall carry forward accrued and unused vacation leave, such leave shall be liquidated by cash payment at the discretion of the Appointing Authority.

Any employee separated from state service after he/she is eligible to use vacation leave shall be compensated in cash, at his/her current rate of pay, for all vacation leave to his/her credit at the time of separation. An employee shall be allowed to leave his/her accumulated vacation to his/her credit during the a period of seasonal or temporary layoff.

#### ARTICLE IX SICK LEAVE

Section 1. Eligibility. All employees except emergency employees, intermittent employees, and temporary employees shall be eligible employees for purposes of this Article.

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.

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

Employees being paid for less than a full eighty (80) hour pay period will have sick leave accruals pro-rated in accordance with the schedule set forth in Appendix B.

Section 2. Usage. An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences necessitated by illness, disability, pregnancy or pregnancy related problems; by necessity for medical, chiropractic, or dental care; or by exposure to contagious disease which endangers the health of other employees, clients, or the public; or by illness of a spouse, minor or dependent children, or parent living in the same household of the employee, for such reasonable period as his or her attendance may be necessary. A pregnant employee may also use sick leave during the period of time that her doctor certifies that she is unable to work because of the pregnancy. Sick Leave to arrange for necessary nursing care for members of the family or birth or adoption of a child shall be limited to not more than three (3) days.

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.

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

Section 3. Sick Leave Charges. An employee using sick leave shall be charged for only the number of hours he or she was scheduled to work during the period of his or her sick leave. In no instance shall sick leave be granted for periods of less than one-half ( $\frac{1}{2}$ ) hour except to permit usage of lesser fractions that have been accrued. Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.

Employees utilizing leave under this Article may be required to furnish a statement from a medical practitioner indicating the nature and expected duration of the illness or disability whenever 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 statement from a medical practitioner if the Appointing Authority has reason to believe the employee is not fit 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.

ARTICLE X  
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 his/her personal automobile to conduct authorized state business, the Appointing Authority shall reimburse the employee at the rate of twenty-four (24) cents per mile during Fiscal Year 1982 for mileage on the most direct route according to Transportation Department records. The rate for Fiscal Year 1983 shall be twenty-six (26) cents per mile. When a state-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of nineteen (19) cents per mile during Fiscal Year 1982 on the most direct route. The rate for Fiscal Year 1983 shall be twenty-one (21) cents per mile. However, if a state-owned vehicle is available, the Appointing Authority may require an employee to use the state car to conduct authorized state business. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

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 of transportation so authorized. All air transportation shall be by coach class. Reasonable gratuities may be included in commercial travel costs.

Section 4. Overnight Travel. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$15.00 per week for laundry and/or dry cleaning for each week after the first week. The amount authorized for this purpose in Fiscal Year 1983 shall be \$16.00.

Section 5. Meal Allowances. Employees assigned to be in a 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.

- A. Breakfast. Breakfast reimbursement may be claimed only if the employee is on assignment away from home station in a travel status overnight, or departs from home in an assigned

- B. Noon Meal. For employees stationed outside the seven (7) county metropolitan area, the following shall apply. Noon meal reimbursement may be claimed only if the employee is in travel status and is performing required work more than thirty-five (35) miles from his/her temporary or permanent work station and the work assignment extends over the normal noon meal period.
- C. Dinner. Dinner reimbursement may be claimed only if the employee is away from his/her home station in a travel status overnight, or is required to remain in a travel status until after 7:00 P.M.
- D. Within the State. Maximum reimbursement for meals within the state, including tax and gratuity, shall be:

<u>Fiscal Year 1982</u>	<u>Fiscal Year 1983</u>
Breakfast - \$4.50	\$5.50
Lunch - \$5.50	\$6.50
Dinner - \$9.50	\$10.50

Employees stationed in the seven (7) county metropolitan area shall not be reimbursed for 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.

Outside the State. Maximum reimbursement for meals outside the state or on trains, including tax and gratuity, shall be:

<u>Fiscal Year 1982</u>	<u>Fiscal Year 1983</u>
Breakfast - \$5.00	\$6.00
Lunch - \$6.00	\$7.00
Dinner - \$11.00	\$12.00

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

## ARTICLE XI 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 may be paid by the Appointing Authority.

When an employee must change residence as a condition of employment or in order to accept an appointment at a higher salary range offered by a Department, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority may approve the

reimbursement of all or a portion of the relocation expenses in accordance with the provisions of this Article. Employees who are reassigned, transferred, or demoted to vacant positions in their state agency due to the abolishment, removal to a new location, or removal to another state agency of all or a major portion of the operations of their Appointing Authority may receive relocation expenses in accordance with the provisions of this Article. Employees who are demoted during their probationary period may 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 residence or changes in residence, whichever is closer, 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 expense shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

A. Travel Status. Employees receiving relocation expenses pursuant to Section 1 may 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. Standard travel expenses for the employee's spouse may be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) days during the ninety (90) calendar day period.

B. Realtor's Fees. Realtor's fees for the sale of the employee's domicile, not to exceed \$3,000 may be paid by the Appointing Authority.

C. Moving Expenses. The Employer may 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 may 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 may be reimbursed up to a maximum of \$350.00 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 X (Expense Allowances), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

## ARTICLE XII INSURANCE

Section 1. Group Insurance. The Employer agrees to maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of Insurance and the certificates issued thereunder. 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.

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.

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 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 may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For employees age sixty-five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

Section 3. Employer Contribution for Health Insurance. Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the health, surgical, medical and hospital coverages specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total employee Blue Cross and Blue Shield insurance premium not to exceed the total cost for employee coverage.

Effective July 1, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to ninety percent (90%) of the total dependent Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan, or any other plan offered by the Employer. A brief description of each of the HMO plans and Blue Cross and Blue Shield of Minnesota Plan is contained in Appendix C. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 4. Insurance Payment. Employees employed by the Employer on July 1, 1981, who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981, and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Employees employed by the Employer on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 6, 1982, and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October, 1982, provided there has been no break in continuous service between July 1, 1981, and October 6, 1982.

Employees shall be considered to be employed on July 1, 1981, October 7, 1981, and October 6, 1982, if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

Section 5. 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 (1980) 176.191, Subdivision 3.

Section 6. Employer Contribution for Dental Insurance. Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective July 1, 1981, the Employer shall pay one-half (1/2) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to one-half (1/2) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer. A brief description of the dental plans is contained in Appendix C.

Section 7. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible employees (double indemnity applies in the case of accidental death):

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and Dismemberment-Principal Sum</u>
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
over \$25,000	\$30,000	\$30,000

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 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.

Section 8. Optional Insurance. The following optional insurance protection shall be available for purchase by eligible employees:

A. Short Term Salary Continuance. Provides benefits of \$140-\$1,000, 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.

B. Long Term Salary Continuance. Provides benefits of \$200-\$1,000, based on the employee's salary, commencing on the 181st day of total disability.

C. 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 9. 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 and medical benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 10. 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 insurance program for an additional six (6) months at their own expense at the group premium rates.

Section 11. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 3 and 6 above during the period August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

### ARTICLE XIII WAGES

Section 1. Salary Ranges. The salary ranges for employees covered by this Agreement shall be those contained in the Compensation Grid attached hereto as Appendix D.

Section 2. Conversion. Effective July 1, 1981, all employees shall be assigned to the same relative salary step within the salary range for their respective classification.

Employees who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement but whose rates falls within the new range for their class shall be assigned to the next higher step within the new salary range that provides an increase in salary. The lowest step to which such employee shall be assigned shall be the step to which the maximum of the previous range has been adjusted.

Section 3. Progression. Employees may receive a one (1) step salary increase annually on their anniversary date until reaching the "position rate" in their salary range, provided satisfactory performance is indicated by their Appointing Authority. The position rate shall be as follows:

<u>NO. STEPS IN RANGE</u>	<u>POSITION RATE</u>
10	6th step
9	5th step

Beyond the position rate, employees may receive one (1) step satisfactory performance increases biennially on their anniversary date upon the recommendation of their Appointing Authority up to and including the maximum salary rate for their class.

Increases may be withheld by the Employer for less than satisfactory service. Increases withheld may subsequently be granted upon certification by the Employer 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. 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 4. Achievement Awards. At the Appointing Authority's discretion, an employee who has demonstrated outstanding performance may receive one achievement award per fiscal year in a lump sum amount equal to four (4) percent of the employee's current annual salary not to exceed \$1650. In no instance during a fiscal year shall achievement awards be granted to more than 35% of the number of employees authorized at the beginning of the fiscal year.

Section 5. General Wage Adjustments. Effective July 1, 1981, wage rates and salary ranges of employees covered by this Agreement shall be increased by 8.25% as is reflected in Appendix D attached.

Effective July 14, 1982, wage rates and salary ranges of employees covered by this Agreement shall be increased by five and one-half (5.5%) percent over the wage rates in effect for these employees. Effective January 12, 1983, all salary ranges and wage rates for classes shall be increased by four (4) percent.

Section 6. 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. 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. Effective July 1, 1979, severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the employee's regular rate of pay at the time of separation.

Section 7. Shift Differential-Pharmacists Only. Effective July 1, 1981, the shift differential for pharmacists working on permanently assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m. shall be thirty cents (\$.30) per hour for all hours worked on that shift. Such shift differential shall be in addition to the pharmacist's regular rate of pay and shall be calculated in all payroll calculations, but shall not apply during periods of paid leave.

#### ARTICLE XIV DISCIPLINE and DISCHARGE

Disciplinary actions may be imposed on employees only for just cause.

Discipline may include only the following, but not necessarily in that order:

1. Written reprimand (not arbitrable) or
2. Suspension or
3. Demotion or
4. Discharge

Discharge of probationary, provisional, temporary or unclassified employees is not subject to the grievance and arbitration provisions of this Agreement.

#### ARTICLE XV GRIEVANCE PROCEDURE

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

Section 2. Processing Grievances. The Association Representative and the grieving employee shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from the immediate supervisor, which shall not be unreasonably withheld. The Association Representative involved and the grieving employee shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises to present the employee's grievance to the Appointing Authority.

STEP 1: The Association Representative, with or without the employee, shall attempt to resolve the matter with the employee's immediate supervisor within fourteen (14) calendar days after the employee, through the use of reasonable diligence, should have had knowledge of the first occurrence of the

event giving rise to the grievance. The supervisor shall then attempt to resolve the matter and shall respond to the Association Representative within seven (7) calendar days.

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

Section 3. Arbitration. If the grievance remains unresolved, the Association shall have seven (7) calendar days in which to submit the issue to arbitration by serving notice of same to the State Labor Negotiator. The arbitration proceedings shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within seven (7) calendar days after the request notice has been given. If the parties fail to mutually agree upon an arbitrator within the said seven (7) calendar day period, either party may request the Bureau of Mediation Services to submit a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two (2) names from the panel. The Association shall strike the first name; the Employer shall then strike one (1) name. The process will be repeated and the remaining person shall be the arbitrator.

The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Representatives. The arbitrator shall notify the Association and the Employer of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party cancels an arbitration hearing or asks for a last minute postponement that leads to the arbitrator's making a change, the cancelling party or the party asking for the postponement shall pay this charge. If either party desires a verbatim record of the arbitration proceeding, it may cause such a record to be made, providing it pays for the record. The decision of the arbitrator shall be final and binding upon the parties and the employee(s).

Section 4. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her in writing by the parties to this Agreement, and shall have no authority to make a decision on any matter 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 decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance

presented. If the arbitrator determines that the grievance is covered by law or statute, he/she shall refer the grievance back to the parties without decision or recommendation. The arbitrator shall do the same if he/she determines that the grievance is not covered by the express provisions of this Agreement.

Section 5. Time Limits. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step or steps within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Appointing Authority's last answer. If the Appointing Authority or its agents does not answer a grievance or an appeal thereof within the specified time limits, the Association or its agents may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Appointing Authority or its agents and the Association or its agents in each step and such extension will not be unduly withheld. By the mutual agreement of the Appointing Authority and the Association, the parties may waive Steps 1, 2 and/or 3.

## ARTICLE XVI LAYOFFS

Section 1. Definition. Seniority for the purpose of layoff is hereby defined as the length of continuous service in a specific job classification commencing with the most recent date of employment in that classification in the seniority unit. "Continuous Service" shall begin on the date an employee begins to serve a probationary period. Continuous Service shall be interrupted only by separation because of resignation, discharge, failure to return upon expiration of leave of absence, failure to respond to a recall from layoff, or retirement.

Section 2. Layoff Procedures. In the event of a layoff in the classified service, employees will be laid off in the inverse order of their seniority within their particular classification and employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time, or intermittent) in the seniority unit. Employees shall be placed on the layoff list for their classification, employment condition, and seniority unit in order of their seniority. Employees shall be recalled from layoff to the class, employment condition and seniority unit from which they were laid off in the order their names appear on the layoff list. 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 total seniority up to a maximum of five (5) years.

Section 3. Exclusion. Section 1 and section 2 do not apply to unclassified, temporary, emergency, and provisional employees.

## ARTICLE XVII NON-DISCRIMINATION

Section 1. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, color, national origin, age, physical disability, sex, or marital status.



Section 2. Association Responsibility. The Association accepts its responsibility as exclusive bargaining representative and agrees to represent all employees in the bargaining unit without discrimination as to race, creed, color, national origin, age, physical disability, sex, or marital status.

Section 3. Jurisdiction. The parties recognize that jurisdiction for the enforcement of such Anti-Discrimination laws referred to in Sections 1 and 2 hereof, is vested solely in various state and federal agencies and the courts, and therefore, complaints regarding such matters, shall not be subject to the grievance procedure and/or arbitration procedure contained in this Agreement.

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

#### ARTICLE XVIII NO STRIKE OR LOCKOUT

Section 1. No Strikes. Neither the Association nor any of the employees covered by this Agreement will engage in, encourage, promote, sanction, or support any strike, concerted action in failing to report for duty, willful absence from one's position, stoppage of work, slow down, abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing influencing or coercing a change in the condition's or compensation or the rights, privileges, or obligations of employment except a strike that may occur under the provisions of Minnesota Statutes 179.64, Subdivision 1. Any employee who violates the provisions of this Section may be discharged or otherwise disciplined. In the event that any employee(s) violate(s) this Article, the Association shall immediately direct such employees, in writing, with a copy to the Employer, to cease and desist from such action and shall instruct them to immediately return to their normal duties.

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 XIX 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 which are in effect on the effective date of this Agreement. Should any Article, Section, or portion thereof, of this Agreement be held unlawful and unenforceable, such decision shall apply only to the specific Article, Section, or portion thereof directly specified in the decision, and all other valid provisions shall remain in full force and effect.

Should the implementation of any provision or portion of this Agreement be delayed or withheld because of an applicable federal law, Executive Order, or

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

ARTICLE XX  
COMPLETE AGREEMENT AND WAIVER

Both parties acknowledge that during the 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 the Agreement. Therefore, the Employer and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter 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.

ARTICLE XXI  
DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective the first day of July, 1981, subject to the acceptance of the seventy-second (72nd) Session of the Legislature and shall remain in full force and effect through the 30th day of June, 1983.

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

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

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

For the Association

For the Employer

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# APPENDIX A - VACATION

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

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

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 years
Less than $9\frac{1}{2}$	0	0	0	0	0
At least $9\frac{1}{2}$ but less than $19\frac{1}{2}$	$\frac{3}{4}$	1	$1\frac{1}{4}$	$1\frac{1}{2}$	$1\frac{1}{2}$
At least $19\frac{1}{2}$ , but less than $29\frac{1}{2}$	1	$1\frac{1}{4}$	$1\frac{3}{4}$	2	2
At least $29\frac{1}{2}$ , but less than $39\frac{1}{2}$	$1\frac{1}{2}$	2	$2\frac{3}{4}$	3	3
At least $39\frac{1}{2}$ , but less than $49\frac{1}{2}$	2	$2\frac{1}{2}$	$3\frac{1}{2}$	$3\frac{3}{4}$	4
At least $49\frac{1}{2}$ , but less than $59\frac{1}{2}$	$2\frac{1}{2}$	$3\frac{1}{4}$	$4\frac{1}{2}$	$4\frac{3}{4}$	5
At least $59\frac{1}{2}$ , but less than $69\frac{1}{2}$	3	$3\frac{3}{4}$	$5\frac{1}{4}$	$5\frac{3}{4}$	6
At least $69\frac{1}{2}$ , but less than $79\frac{1}{2}$	$3\frac{1}{2}$	$4\frac{1}{2}$	$6\frac{1}{4}$	$6\frac{3}{4}$	7
At least $79\frac{1}{2}$	4	5	7	$7\frac{1}{2}$	8

APPENDIX B - SICK LEAVE

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

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

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



# EMPLOYEE Group Life & Health CARE PROGRAM STATE OF MINNESOTA OCTOBER 1, 1981

This brochure is not a policy, but is a brief description of the benefits provided by each of the carriers. Employees receive Certificates stating the main provisions of each Master Policy.

The program is a well balanced and comprehensive program of life insurance, hospital-medical and dental benefits for eligible employees paid for by the State. Also, included are optional coverages which the employee may purchase and pay for by 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.

Part-time or seasonal employees who do not meet the 75% time requirement above, but are employed on at least a 50% time basis, nonetheless may enroll at their own expense.

Basic benefits shall become effective on the first day of the payroll period beginning on or after the 28th calendar day following the first day 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. When both spouses work for the State, only one of them may apply for and receive State contribution for dependent coverage.

## LIFE INSURANCE BENEFITS

Group life insurance, covering death from any cause, is provided through the Minnesota Mutual Life Insurance Company and the Northwestern National Life Insurance Company (co-insurers). Amount of insurance will be according to the schedule in the employee bargaining unit, the commissioners plan, or manager's plan. Employees becoming totally and permanently disabled prior to age 60, may apply for continuation of their life insurance without future premium payment. If approved, the life insurance remains in force until death.

Accidental death and dismemberment benefits — If an employee dies by accident (on or off the job) the life insurance doubles.

You must elect either the fee for service plan or one of the health maintenance plans described on the following pages. Eligible are coordinated with the benefits of other group plans. You are also eligible for dental coverage with Delta Dental Plan of Minnesota. Group Health Plan members may choose either the Group Health Dental Plan or the Delta Dental Plan.

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 for 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.





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.

**Fee for service plans** pay a scheduled benefit on expenses incurred. The employee is normally responsible for a portion of the expenses. The employee or covered dependent in a fee for service plan may choose any licensed physician and hospital for services.

**Health maintenance organizations** provide their members with comprehensive health care services on a pre-paid basis. With some exceptions, services are provided at no cost to the member. In addition to providing services for the diagnosis and treatment of illness or injury, HMO's include preventive medicine. Under the HMO concept, members must use the services of HMO affiliated physicians, clinics and hospitals. Special provision is made for emergency service while traveling out of the service area.

A description and comparison of all the plans are outlined in this brochure.

**SIMILAR BENEFITS**

GENERAL HOSPITAL ADMISSIONS  
SURGERY  
ANESTHESIOLOGY  
X-RAY AND LABORATORY  
(In-patient and clinical)  
OFFICE CALLS  
EYE EXAMS  
MATERNITY

**VARIED BENEFITS  
PREVENTIVE MEDICINE**

**OUT PATIENT EMERGENCY**

**PRESCRIPTIONS, DRUGS**

**EYE GLASSES**

**MENTAL HEALTH  
INPATIENT**

**OUTPATIENT**

**CHEMICAL DEPENDENCY  
INPATIENT  
OUTPATIENT**

**SUPPLEMENTAL BENEFITS**

**OUT OF AREA BENEFITS**

**DENTAL CARE**

**PRE-EXISTING CONDITIONS**

**CONVERSION PLAN**

**CENTRAL MINNESOTA  
GROUP HEALTH PLAN**

100% coverage in semi-private room for at least 365 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, vaccinations, allergy treatment or testing. Health education programs are available through CMGHP medical center.

100% coverage

Member pays \$2 a prescription for up to 34 day supply. Drugs available at CMGHP medical center or participating pharmacies.

Available at reduced cost at participating optical stores.

100% coverage up to 30 days a calendar year.

20 visits a calendar year, member pays \$10 a visit.

100% coverage for up to 73 days a calendar year.

Covered under out-patient mental health.

80% of fair and reasonable charges for private duty nursing, oxygen, and durable medical equipment when prescribed by CMGHP physician; \$10,000 lifetime maximum.

100% coverage for hospitalization and emergency room. Physicians fees: 80% of fair and reasonable charges.

Preventive dental care for children to age 12.

No restrictions.

CMGHP provides conversion to a non-group CMGHP membership.

**COORDINATED HEALTH  
CARE**

100% coverage in semi-private room for at least 365 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.

Member pays \$10 at CHC facility or other facility in life threatening emergency, co-payment is waived if admitted as a bed patient.

Member pays \$2 for 34 day prescription at any CHC related pharmacy. Member pays \$4 at any other pharmacy.

Available at cost plus small handling charge when purchased through CHC eyeglass center.

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

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

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

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

Supplemental benefits covered at 100% after \$50 each calendar year, for services including private duty nursing, oxygen and medical equipment when prescribed by CHC physician; \$10,000 lifetime maximum.

Out-patient: Amount charged is paid in full for services at a hospital; scheduled benefit allowance for visits to physicians office. In-patient: Full coverage in semi-private room. Surgery, anesthesia, and hospital visits paid up to a scheduled benefit allowance.

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

No restrictions during open enrollment periods.

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

**GROUP HEALTH ASSN.  
OF NE MINNESOTA**

100% coverage in semi-private room for at least 365 days.  
100% covered  
100% covered  
100% covered

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

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

Member pays \$10 a visit at hospital where GHA has staff privileges.

Member pays \$1 a prescription at participating pharmacies.

Not covered.

100% coverage in semi-private room for 70 days in any 12 month period when under care of Range Mental Health Center.

100% coverage for 20 visits in any 12 month period when under care of Range Mental Health Center.

100% coverage to benefit limit for 73 days in any 12 month period when under care of Range Mental Health Center.

No limit when under care of Range Mental Health Center

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

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

Limited dental benefits available. Contact plan office for details.

No restrictions.

Full plan level of benefits if in plan service area.

**GROUP HEALTH PLAN  
INC.**

100% coverage in semi-private room for at least 365 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 and treatment.

100% coverage

Members pay \$.50 a prescription for up to 34 days supply of drugs included in GHP formulary. Pharmacies available in ten GHP centers.

Available at GHP cost when purchased at GHP centers Metro area.

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

Psychiatric care when provided by GHP staff. Coverage limited to 20 visits per year at a member cost of \$10 per visit.

100% in-patient coverage for 73 days while covered and when authorized by GHP chemical dependency counselor.

100% out-patient coverage.

90% for skilled nursing care, rental or purchase of durable medical equipment when prescribed by GHP physician. No maximum.

For medical emergency, 100% coverage for inpatient hospital. Outpatient hospital 80% coverage for medical and misc. services.

Preventive dental care for children to age 12. GHP member may select separate GHP dental coverage during annual open enrollment period or as a new employee. Accidental injury to sound natural teeth when care provided by GHP. Member pays lab charges.

No restrictions.

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



HMO MINNESOTA

MED CENTER HEALTH PLAN

NICOLLET EITEL HEALTH PLAN

PHYSICIANS HEALTH PLAN

SHARE HEALTH PLAN

DENTAL PLANS

100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	100% coverage in semi-private room for unlimited days. 100% covered 100% covered 100% covered	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% covered 100% covered 100% covered while coverage is in force.	100% covered 100% covered 100% covered while coverage is in force.	100% covered 100% covered 100% covered while coverage is in force.	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 HMOM physician.	100% coverage for physical examinations (except for employment or insurance) and well baby care, immunizations, and allergy testing and treatment.	100% coverage for routine physicals (except for employment or insurance), eye and hearing exams, immunizations, allergy injections and well baby care.	100% coverage for routine health exams (except for employment or insurance), well child care, immunizations, injections and allergy shots.	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.
Member pays \$15 a visit, waived if admitted for same conditions within 24 hours of visit.	Member pays \$15 a visit, waived if admitted for same condition within 24 hours.	Member pays \$15 a visit, waived if admitted within 24 hours of visit.	Member pays \$15 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.	Member pays first \$10 at SHARE facility. At non-SHARE facility, SHARE pays 80% of first \$1000, 100% thereafter. \$10 waived if admitted within 24 hours.
Member pays \$2 per prescription at HMOM participating pharmacies.	Member pays up to \$2.50 a prescription for 30 day supply (90 days for birth control pills) or 100 units whichever is greater, or up to 1000 units of insulin.	Member pays up to \$2.50 a prescription or refill for a 34 day supply when prescribed by plan physician (3 month supply of birth control pills). Benefit applies out of area.	Member pays up to \$3.50 a prescription or refill for up to 34 day supply, or 90 day supply of approved maintenance drugs. Birth control pills: 3 month supply.	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.
Discount for glasses, (if medically necessary) at HMOM participating prescription centers.	\$50 credit on eye glasses obtained at Benson's Opticians. Children to age 14 may receive a set of eyeglasses free from the Benson's "Kidscene" selection.	\$50 credit through Benson's, Target, or Dayton's toward eye glasses or contacts (every two years) provided there is a prescription change.	Discounts for eye glasses are available through participating optical centers.	Available at a substantial discount through SHARE.
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.	80% coverage for up to 60 days a calendar year when approved by a plan mental health provider.  Member pays \$10 a visit to a maximum of 30 visits a year when approved by a plan mental health provider.	Member pays \$20 a day, maximum 30 days per confinement.  Individual therapy: member pays \$10 a visit, maximum 50 visits a year. Family therapy: member pays \$15 a year. Group therapy: member pays \$5 a session, maximum 50 visits a year.	PHP requires member be evaluated in advance by PHP mental health designee (unless an emergency) before beginning or continuing in- or out-patient treatment for mental health. Plan provides 80% of necessary in-patient hospital and medical expenses with a 73-day limit a calendar year. Member pays \$10 each out-patient visit, up to 30 visits a calendar year.	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.  Member pays \$5 a visit, up to 20 visits a calendar year for out-patient evaluation and crisis intervention care.
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.	80% coverage for up to 75 in-patient days a calendar year when approved by a plan chemical dependency counselor.  Out-patient treatment for alcoholism and chemical dependency covered as any other mental condition.	Member pays \$250 an admission. Stays of more than 21 days need advance approval of NEHP. 73 days per year.  Member pays \$100 a treatment program.	Same coverage as above.	Member pays \$15 a day up to 73 days a year for detoxification and/or treatment.  Member pays \$5 a day, up to 20 visits a calendar year for drug addiction or alcohol treatment.
100% coverage for rental or purchase medical equipment when prescribed by a primary care HMOM physician.	80% coverage up to \$2,500, then 100% to \$250,000 for ambulance, private duty nursing, prosthetic devices and durable medical equipment; 100% coverage for blood. No coverage for chiropractor unless referred by plan physicians. No coverage for custodial care.	80% coverage up to \$1,500 then 100% up to \$250,000 for durable medical equipment, ambulance, prosthetic devices. 100% coverage for blood.	80% coverage for ambulance, private duty nursing, specific prosthetic devices and durable medical equipment, 100% coverage for blood.	Supplemental benefits covered at 80%. Services include private duty nursing, oxygen, and medical supplies.
100% coverage of first \$10,000; 80% of balance up to \$250,000 a member each year for emergency care.	100% coverage if referred by MCHP physician; no other coverage except 80% coverage of first \$2,500, then 100% coverage up to \$250,000 for emergency treatment.	Acute emergency service in area and medically necessary care out of area covered at 80% up to \$1,500, then 100% up to \$250,000. 100% coverage if referred by Plan physician.	100% coverage for referrals if approved in advance by PHP. 80% of first \$2,500 then 100% up to \$125,000 a member for emergency treatment each calendar year.	SHARE pays 80% of first \$1,000 in charges, 100% thereafter.
No coverage for routine dental care. Accidental injury to natural teeth for initial emergency visit only is covered 100% when coordinated by primary care HMOM physician.	80% coverage for treatment due to accident if treated within six months of accident. No other coverage even if hospitalized.	80% coverage to restore sound teeth as result of accident which occurs while plan member. No coverage for dental hospitalization unless medically necessary.	80% coverage for treatment of sound natural teeth due to accidental injury if treatment is received within six months of accident. Hospital benefits may be provided when admission is necessary due to a concurrent medical hazard and authorized in advance.	Preventive dental care for children under age 12, for office calls, exams, cleanings and flourides, at 1630 University Ave. Dental Clinic.
100% coverage with exception of non reconstructive congenital anomalies in children over 16.	No restrictions.	No restrictions.	No restrictions except for congenital anomalies that have been diagnosed or for which the member received treatment or was aware of prior to enrollment in PHP.	No restrictions.
Individual comprehensive, major medical conversion contract through Blue Cross/Blue Shield of Minnesota.	Conversion plan available through Northwestern National Life Ins. Co.	Four insurance conversion options available through Northwestern National Life Ins. Co.	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 may select one of the Mutual of Omaha conversion plans.	Available through SHARE at same level of benefits for persons residing in metropolitan area. Scheduled benefit program available for non-residents.

DELTA DENTAL PLAN OF MINNESOTA

Coverage A  
Regular Diagnostic & Preventive Services

Reimbursed at 80% of charge when service is performed by a participating dentist.

Coverage B  
Regular & Restorative Services

Reimbursed at 80% of charge when performed by a participating dentist.

Coverage C  
Prosthetics

Reimbursed at 50% of charge when service is performed by a participating dentist.

Coverage D  
Orthodontics

Reimbursed at 80% of charge when service is performed by a participating dentist. Coverage limited to eligible dependent children ages 8 through 18.

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

\$1000 maximum benefit per coverage year (July to July) payable on each covered person.

GROUP HEALTH PLAN, INC.

Coverage A  
Regular Diagnostic & Preventive Services

100% coverage through GHP dental facilities.

Coverage B  
Regular & Restorative Services

80% coverage through GHP dental facilities.

Coverage C  
Prosthetics

50% coverage through GHP dental facilities.

Coverage D  
Orthodontics

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

\$1,000 annual maximum benefit on orthodontics.

Miscellaneous

Enrollment in this program is available only to those employees choosing GHP medical-hospital coverage.

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



BLUE CROSS AND BLUE SHIELD OF MINNESOTA

HOSPITAL SERVICES	
GENERAL ADMISSIONS	Full coverage in semi-private room for 365 days.  *Note exceptions
NERVOUS, MENTAL AND TB*	Full coverage in semi-private room for 70 days.
CHEMICAL DEPENDENCY*	Full coverage in semi-private room for 73 days.
MATERNITY	Full coverage in semi-private room provided contract is in force at date of delivery.
OUT-PATIENT EMERGENCIES	Full coverage for first visit for eligible medical emergency; accident care within 72 hours of accident; and minor surgery.
PHYSICIANS' SERVICES	
SURGERY	Benefit determined by schedule with remaining charge reimbursed at 80% of the usual, customary and reasonable fee.
ANESTHESIOLOGY	20% of scheduled surgical allowance with the remaining expense reimbursed at 80% of the usual, customary and reasonable fee.
HOSPITAL VISITS	\$15 for first day.  \$5 a day for next 364 days.  Necessary consultation fees under Major Medical.
MENTAL HEALTH	80% of first \$750  Remainder covered under Major Medical.
X-RAY AND LABORATORY	Up to \$100 a year.  Remainder under Major Medical.
OBSTETRICS	Full coverage of the usual, customary and reasonable fee provided contract is in force at date of delivery.
OFFICE CALLS	80% paid under Major Medical when incurred for diagnosis or treatment of illness or injury.  See Major Medical description.
MISCELLANEOUS	
PRESCRIPTIONS	80% paid under Major Medical.  See Major Medical description.
MAJOR MEDICAL	\$100.00 calendar year deductible per person.  80% reimbursement on expense exceeding the deductible.  \$500,000 maximum.

Central Minnesota Group Health Plan  
Phone 253-5220

CLINIC
GHCMP MEDICAL CENTER 1411 St. Germain St., St. Cloud, MN
HOSPITAL
ST. CLOUD HOSPITAL 1406 N. 6th, St. Cloud, MN
Coordinated Health Care, Inc. Phone 221-2091
CLINICS
CHC ST. PAUL CLINIC 258 University Ave., St. Paul, MN
WEST MEDICAL CLINIC Time Medical Bldg., St. Paul, MN
ST. CROIX VALLEY CLINIC 921 S. Greeley, Stillwater, MN
EAGAN CLINIC Eagan, MN. — Near Cedarvale Shopping Ctr.
WESTVIEW MEDICAL CLINIC 955 Hwy. 55, Hastings, MN
MAPLEWOOD CLINIC 1774 Cope Ave., Maplewood, MN
HOSPITALS
ST. PAUL RAMSEY MEDICAL CTR. — St. Paul LAKEVIEW MEMORIAL HOSPITAL — Stillwater REGINA MEMORIAL HOSPITAL — Hastings

Group Health Association  
of Northeastern Minnesota  
Phone 218-749-5890

CLINICS
ADAMS CLINIC Hibbing & Chisholm, MN
COMMUNITY HEALTH CENTER Two Harbors, MN
EAST RANGE CLINIC Virginia-Aurora, MN
LENONT PETERSON CLINIC Virginia, MN
HOSPITALS
HIBBING GENERAL HOSPITAL Hibbing, MN
LAKEVIEW MEMORIAL HOSPITAL Two Harbors, MN
VIRGINIA REGIONAL MEDICAL CENTER Virginia, MN

Group Health Plan, Inc. Phone 641-3100

* GROUP HEALTH COMO MEDICAL CENTER 2500 Como Ave. (at Hwy 280), St. Paul, MN
GROUP HEALTH WEST MEDICAL CENTER 1533 Utica Ave. So. (at Hwys 12 & 100) St. Louis Park, MN
* GROUP HEALTH BLOOMINGTON MEDICAL CENTER 86th St. & Nicollet Ave., Bloomington, MN
GROUP HEALTH MAPLEWOOD MEDICAL CENTER 2165 White Bear Ave., Maplewood, MN
GROUP HEALTH BROOKLYN CENTER MEDICAL CENTER 6845 Lee Ave. No., Brooklyn Center, MN
* GROUP HEALTH RIVERSIDE MEDICAL CENTER 606 24th Ave. So., Minneapolis, MN
* GROUP HEALTH SAINT PAUL MEDICAL CENTER Wabasha & Plato, St. Paul, MN

GROUP HEALTH BURNSVILLE MEDICAL CENTER  
200 Nicollet Blvd. E., Burnsville, MN

\* GROUP HEALTH SPRING LAKE PARK MEDICAL CENTER  
81st & Center Av. NE, Spring Lake Park, MN

PLYMOUTH MEDICAL CENTER  
Four Seasons Shopping Center  
4204 Lancaster Lane  
Plymouth, MN

LENONT-PETERSON CLINIC  
830 9th Street No., Virginia, MN

COMMUNITY HEALTH CENTER  
4th St. at 11th Ave., Two Harbors, MN

\* DENTAL LOCATIONS

HOSPITALS

FAIRVIEW HOSPITAL/ST. MARY'S  
2312 S. 6th St, Minneapolis, MN

BETHESDA LUTHERAN MEDICAL CENTER  
559 Capitol Blvd., St. Paul, MN

CHILDRENS HOSPITAL ST. PAUL  
345 Smith, St. Paul, MN

HMO Minnesota (HMOM)

HMOM provides medical services through 1900 primary and specialty care physicians throughout the state. Hospital care is available at any licensed hospital (this includes emergency conditions and physicians referrals). Prescription drugs are available at over 400 participating pharmacies. An HMO Minnesota physicians, hospital and pharmacy listing is available from your state personnel officer or the U of M employees benefits department. For more information, call 612-456-8485 or 218-722-4685.

Med Center Health Plan  
Phone 927-3263

CLINICS
ST. LOUIS PARK MEDICAL CENTER 5000 West 39th St., St. Louis Park 55416
PLYMOUTH SATELLITE 3007 Harbor Lane, Plymouth 55441
RIDGEDALE SATELLITE 12700 Highway 12, Minnetonka 55343
MINNETONKA SATELLITE 18001 Highway 7, Minnetonka 55343
HOPKINS SATELLITE 47 Ninth Av. So., Hopkins 55343
BLOOMINGTON SATELLITE 4200 West Old Shakopee Rd., Bloomington 55420
MMC SATELLITE Suite 206, Metropolitan Medical Office Bldg., 825 South 8th St., Minneapolis 55404
COON RAPIDS CLINIC 9920 N.W. Zilla, Coon Rapids 55433
CHAMPLIN MEDICAL CENTER 11269 Hwy. 52, Champlin 55316
ST. MICHAEL AREA MEDICAL CENTER St. Michael 55376
RAMSEY MEDICAL CENTER 5300 153rd Av., Ramsey 55303
WHITE BEAR FAMILY PRACTICE CLINIC, P.A. 3320 Bellaire Av., White Bear Lake 55110
MAPLEWOOD FAMILY PRACTICE GROUP 1814 North St. Paul Rd., Maplewood 55109
SCENIC HILLS CLINIC 261 No. Ruth Street, St. Paul 55119
GORMAN CLINIC 234 E. Wentworth Av., West St. Paul 55118
NORTH ST. PAUL MEDICAL CENTER 2579 East Seventh Av., North St. Paul 55109
MARYLAND CLINIC 911 E. Maryland Av., St. Paul 55106
EASTSIDE MEDICAL CENTER 891 White Bear Av., St. Paul 55106

ARCADE CLINIC 651 Arcade, St. Paul 55106
FAMILY PRACTITIONERS, P.A. 7460 So. 80th St., Cottage Grove 55016
WOODBURY FAMILY MEDICAL CENTER 1783 Woodland Dr., Woodbury 55119
NORTH SUBURBAN FAMILY PHYSICIANS 404 W. Hwy. 96, Shoreview 55112
SHAKOPEE MEDICAL CENTER 1335 East 10th Avenue, Shakopee 55379
PRIOR LAKE HEALTH CENTER 15950 Franklin Tr. S.E., Prior Lake 55372
HOSPITALS
MERCY MEDICAL CENTER 4050 Coon Rapids Blvd., Coon Rapids, MN
ST. JOHN'S HOSPITAL 403 Maria Av., St. Paul, MN
ST. FRANCIS HOSPITAL 325 W. 5th, Shakopee, MN
METHODIST HOSPITAL 6500 Exc. Blvd., St. Louis Park, MN
Nicollet/Eitel Health Plan Phone 888-3350
CLINICS
BLOOMINGTON NICOLLET CLINIC 7901 Xerxes Ave.S. Bloomington, Minnesota
BURNSVILLE NICOLLET CLINIC 200 East Nicollet Blvd. Burnsville, Minnesota
MINNEAPOLIS NICOLLET CLINIC Franklin & Blaisdell Avenues Minneapolis, Minnesota
WAYZATA NICOLLET CLINIC 201 East Lake Street Wayzata, Minnesota
HOSPITALS
EITEL HOSPITAL Minneapolis, MN
FAIRVIEW-SOUTHDALE HOSPITAL Edina, MN
CHILDREN'S HEALTH CENTER Minneapolis, MN
PHYSICIANS HEALTH PLAN (PHP)
PHP provides services through more than 1900 physicians and offices located throughout a 12 county service area. Medically necessary hospital treatment is available at 26 participating hospitals and prescription drugs are available at over 300 pharmacies. A list of PHP providers and services may be obtained through your state personnel officer or the University of Minnesota employee benefits department. For additional details, call PHP at 340-7800.
Share Health Plan Phone 854-2377
CLINICS
BROOKLYN PARK MEDICAL CENTER 5805 74th Av.N., Brooklyn Park, MN
COLUMBIA PARK CLINIC 3620 Central Av. NE, Columbia Park, MN
ST. PAUL MEDICAL CENTER 555 Simpson St., St. Paul, MN
STADIUM SQUARE MEDICAL CENTER 7920 Cedar Av.S., Bloomington, MN
HOSPITALS
UNITY HOSPITAL 550 Osborne Rd., Fridley, MN
MIDWAY HOSPITAL 1700 University Ave., St. Paul, MN
CHILDRENS HOSPITAL 345 Smith, St. Paul, MN
FAIRVIEW-SOUTHDALE HOSPITAL 6401 France Av.S., Edina, MN



# 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 \$10,000. Employees who have \$10,000 additional life or who bring their total amount of additional life insurance up to \$10,000, may also apply for up to six additional units of \$5,000 each. Those employees with \$40,000 additional life may apply for up to three additional units of \$20,000 each. The total additional employee life insurance available is \$100,000.

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 60 may apply for continuation of their life insurance without further premium. If approved, the life insurance remains in force until date of death.

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 50% of the coverage carried by the employee.
3. **Dependents life insurance** of \$2,000 may be applied for by the employee for his spouse and each dependent child (each child from 14 days to 6 months \$100, thereafter \$2,000). Prior to age 70, an additional amount of \$2,000 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	\$2,000 Dependent Life	Attained Age Of Employee Or Spouse	Optional Employee Or Spouse Life Per \$1,000	\$2,000 Dependent Life
Under 30	\$.06	\$.22	45 — 49	\$ .18	\$ .46
30 — 34	.10	.30	50 — 54	.35	.80
35 — 39	.10	.30	55 — 59	.50	1.08
40 — 44	.18	.46	60 — 64	.85	1.80
			65 — 69	1.56	3.22

## ST. PAUL LIFE INSURANCE COMPANY

### ACCIDENT AND SICKNESS INDEMNITY (1st day accident — 8th day sickness — 26 weeks)

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
\$140	\$1.32	\$ 500	\$4.72
170	1.61	600	5.67
200	1.88	700	6.61
250	2.36	800	7.55
300	2.84	900	8.49
400	3.78	1000	9.45

### LONG TERM SALARY CONTINUANCE DISABILITY

This coverage is available to certain employees based upon annual salary. Cost per \$50 of coverage — \$ .59 per 2-week pay period.

### ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

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.

APPENDIX D 1  
COMPENSATION GRID, SERIES G  
Effective July 1, 1981

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
G	75	YR	20,462	21,256	22,008	22,843	23,741	24,618	25,557	26,538	27,562		75
		MO	1705	1771	1834	1904	1978	2051	2130	2212	2297		
		HR	9.80	10.18	10.54	10.94	11.37	11.79	12.24	12.71	13.20		
G	76	YR	21,151	21,903	22,697	23,532	24,367	25,244	26,184	27,123	28,104		76
		MO	1763	1825	1891	1961	2031	2104	2182	2260	2342		
		HR	10.13	10.49	10.87	11.27	11.67	12.09	12.54	12.99	13.46		
G	77	YR	21,903	22,697	23,532	24,367	25,244	26,184	27,123	28,104	29,128		77
		MO	1825	1891	1961	2031	2104	2182	2260	2342	2427		
		HR	10.49	10.87	11.27	11.67	12.09	12.54	12.99	13.46	13.95		
G	78	YR	22,697	23,532	24,367	25,244	26,184	27,123	28,104	29,128	30,172		78
		MO	1891	1961	2031	2104	2182	2260	2342	2427	2514		
		HR	10.87	11.27	11.67	12.09	12.54	12.99	13.46	13.95	14.45		
G	79	YR	22,843	23,741	24,618	25,557	26,538	27,562	28,585	29,670	30,777		79
		MO	1904	1978	2051	2130	2212	2297	2382	2473	2565		
		HR	10.94	11.37	11.79	12.24	12.71	13.20	13.69	14.21	14.74		
G	80	YR	25,244	26,184	27,123	28,104	29,128	30,172	31,341	32,510	33,700		80
		MO	2104	2182	2260	2342	2427	2514	2612	2709	2808		
		HR	12.09	12.54	12.99	13.46	13.95	14.45	15.01	15.57	16.14		
G	81	YR	26,184	27,123	28,104	29,128	30,172	31,341	32,510	33,700	34,995		81
		MO	2182	2260	2342	2427	2514	2612	2709	2808	2916		
		HR	12.54	12.99	13.46	13.95	14.45	15.01	15.57	16.14	16.76		
G	82	YR	29,128	30,172	31,341	32,510	33,700	34,995	36,206	37,480	38,837		82
		MO	2427	2514	2612	2709	2808	2916	3017	3123	3236		
		HR	13.95	14.45	15.01	15.57	16.14	16.76	17.34	17.95	18.60		
G	83	YR	29,921	30,965	32,134	33,304	34,494	35,788	36,999	38,273	39,630	41,008	83
		MO	2493	2580	2678	2775	2874	2982	3083	3189	3303	3417	
		HR	14.33	14.83	15.39	15.95	16.52	17.14	17.72	18.33	18.98	19.64	
G	84	YR	30,172	31,341	32,510	33,700	34,995	36,206	37,480	38,837	40,257		84
		MO	2514	2612	2709	2808	2916	3017	3123	3236	3355		
		HR	14.45	15.01	15.57	16.14	16.76	17.34	17.95	18.60	19.28		
G	85	YR	33,700	34,995	36,206	37,480	38,837	40,257	41,676	43,180	44,746		85
		MO	2808	2916	3017	3123	3236	3355	3473	3598	3729		
		HR	16.14	16.76	17.34	17.95	18.60	19.28	19.96	20.68	21.43		
G	86	YR	34,995	36,206	37,480	38,837	40,257	41,676	43,180	44,746	46,374		86
		MO	2916	3017	3123	3236	3355	3473	3598	3729	3865		
		HR	16.76	17.34	17.95	18.60	19.28	19.96	20.68	21.43	22.21		
Step			01	02	03	04	05	06	07	08	09	10	
Comp Code			A	B	C	D	E	F	G	H	I	J	
YR - Yearly Salary Rate													
MO - Monthly Salary Rate													
HR - Hourly Salary Rate													

CLASSES -- HEALTH TREATMENT PROFESSIONAL UNIT

CLASS CODE	TITLE	SERIES	COMP CODE
000142	Buyer Pharmacist	G	78I
001677	Chief of Pharmaceutical SVCS	G	80I
000159	Chief of Service	G	86F
000822	Dental Services Chief	G	84I
000228	Dentist	G	83J
000367	Pharmacist	G	75I
002040	Pharmacist Clinician	G	81I
001883	Pharmacist Senior	G	79I
001347	Pharmacy Surveyor	G	77I
000509	Physician	G	76I
000573	Public Health Physician 1	G	82H
000692	Staff Physician	G	82H
000664	Staff Physician Senior	G	85F

APPENDIX D 2  
COMPENSATION GRID, SERIES G  
Effective July 14, 1982

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	Range
Series	Range												
		YR	21,590	22,425	23,219	24,096	25,056	25,975	26,956	28,000	29,086		
G	75	MO	1799	1869	1935	2008	2088	2165	2246	2333	2424		75
		HR	10.34	10.74	11.12	11.54	12.00	12.44	12.91	13.41	13.93		
		YR	22,321	23,114	23,949	24,826	25,703	26,622	27,624	28,606	29,650		76
G	76	MO	1860	1926	1996	2069	2142	2219	2302	2384	2471		
		HR	10.69	11.07	11.47	11.89	12.31	12.75	13.23	13.70	14.20		
		YR	23,114	23,949	24,826	25,703	26,622	27,624	28,606	29,650	30,735		77
G	77	MO	1926	1996	2069	2142	2219	2302	2384	2471	2561		
		HR	11.07	11.47	11.89	12.31	12.75	13.23	13.70	14.20	14.72		
		YR	23,949	24,826	25,703	26,622	27,624	28,606	29,650	30,735	31,821		78
G	78	MO	1996	2069	2142	2219	2302	2384	2471	2561	2652		
		HR	11.47	11.89	12.31	12.75	13.23	13.70	14.20	14.72	15.24		
		YR	24,096	25,056	25,975	26,956	28,000	29,086	30,151	31,299	32,468		79
G	79	MO	2008	2088	2165	2246	2333	2424	2513	2608	2706		
		HR	11.54	12.00	12.44	12.91	13.41	13.93	14.44	14.99	15.55		
		YR	26,622	27,624	28,606	29,650	30,735	31,821	33,074	34,306	35,559		80
G	80	MO	2219	2302	2384	2471	2561	2652	2756	2859	2963		
		HR	12.75	13.23	13.70	14.20	14.72	15.24	15.84	16.43	17.03		
		YR	27,624	28,606	29,650	30,735	31,821	33,074	34,306	35,559	36,916		81
G	81	MO	2302	2384	2471	2561	2652	2756	2859	2963	3076		
		HR	13.23	13.70	14.20	14.72	15.24	15.84	16.43	17.03	17.68		
		YR	30,735	31,821	33,074	34,306	35,559	36,916	38,190	39,547	40,967		82
G	82	MO	2561	2652	2756	2859	2963	3076	3182	3296	3414		
		HR	14.72	15.24	15.84	16.43	17.03	17.68	18.29	18.94	19.62		
		YR	31,571	32,677	33,909	35,141	36,394	37,751	39,025	40,382	41,802	43,263	83
G	83	MO	2631	2723	2826	2928	3033	3146	3252	3365	3483	3605	
		HR	15.12	15.65	16.24	16.83	17.43	18.08	18.69	19.34	20.02	20.72	
		YR	31,821	33,074	34,306	35,559	36,916	38,190	39,547	40,967	42,470		84
G	84	MO	2652	2756	2859	2963	3076	3182	3296	3414	3539		
		HR	15.24	15.84	16.43	17.03	17.68	18.29	18.94	19.62	20.34		
		YR	35,559	36,916	38,190	39,547	40,967	42,470	43,973	45,560	47,210		85
G	85	MO	2963	3076	3182	3296	3414	3539	3664	3797	3934		
		HR	17.03	17.68	18.29	18.94	19.62	20.34	21.06	21.82	22.61		
		YR	36,916	38,190	39,547	40,967	42,470	43,973	45,560	47,210	48,922		86
G	86	MO	3076	3182	3296	3414	3539	3664	3797	3934	4077		
		HR	17.68	18.29	18.94	19.62	20.34	21.06	21.82	22.61	23.43		

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

CLASSES -- HEALTH TREATMENT PROFESSIONAL UNIT

CLASS CODE	TITLE	SERIES	COMP CODE
000142	Buyer Pharmacist	G	78I
001677	Chief of Pharmaceutical Svcs	G	80I
000159	Chief of Service	G	86F
000822	Dental Services Chief	G	84I
000228	Dentist	G	83J
000367	Pharmacist	G	75I
002040	Pharmacist Clinician	G	81I
001883	Pharmacist Senior	G	79I
001347	Pharmacy Surveyor	G	77I
000509	Physician	G	76I
000573	Public Health Physician 1	G	82H
000692	Staff Physician	G	82H
000664	Staff Physician Senior	G	85F

APPENDIX D 3  
COMPENSATION GRID, SERIES G  
Effective January 12, 1983

Comp. Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	Range
Series	Range												
G	75	YR	22,446	23,323	24,137	25,056	26,058	27,019	28,042	29,128	30,255		75
		MO	1871	1944	2011	2088	2172	2252	2337	2427	2521		
		HR	10.75	11.17	11.56	12.00	12.48	12.94	13.43	13.95	14.49		
G	76	YR	23,219	24,033	24,910	25,829	26,726	27,687	28,731	29,754	30,840		76
		MO	1935	2003	2076	2152	2227	2307	2394	2480	2570		
		HR	11.12	11.51	11.93	12.37	12.80	13.26	13.76	14.25	14.77		
G	77	YR	24,033	24,910	25,829	26,726	27,687	28,731	29,754	30,840	31,967		77
		MO	2003	2076	2152	2227	2307	2394	2480	2570	2664		
		HR	11.51	11.93	12.37	12.80	13.26	13.76	14.25	14.77	15.31		
G	78	YR	24,910	25,829	26,726	27,687	28,731	29,754	30,840	31,967	33,095		78
		MO	2076	2152	2227	2307	2394	2480	2570	2664	2758		
		HR	11.93	12.37	12.80	13.26	13.76	14.25	14.77	15.31	15.85		
G	79	YR	25,056	26,058	27,019	28,042	29,128	30,255	31,362	32,552	33,763		79
		MO	2088	2172	2252	2337	2427	2521	2613	2713	2814		
		HR	12.00	12.48	12.94	13.43	13.95	14.49	15.02	15.59	16.17		
G	80	YR	27,687	28,731	29,754	30,840	31,967	33,095	34,389	35,684	36,978		80
		MO	2307	2394	2480	2570	2664	2758	2866	2974	3082		
		HR	13.26	13.76	14.25	14.77	15.31	15.85	16.47	17.09	17.71		
G	81	YR	28,731	29,754	30,840	31,967	33,095	34,389	35,684	36,978	38,398		81
		MO	2394	2480	2570	2664	2758	2866	2974	3082	3200		
		HR	13.76	14.25	14.77	15.31	15.85	16.47	17.09	17.71	18.39		
G	82	YR	31,967	33,095	34,389	35,684	36,978	38,398	39,714	41,134	42,595		82
		MO	2664	2758	2866	2974	3082	3200	3309	3428	3550		
		HR	15.31	15.85	16.47	17.09	17.71	18.39	19.02	19.70	20.40		
G	83	YR	32,823	33,993	35,266	36,540	37,855	39,254	40,591	41,990	43,472	44,996	83
		MO	2735	2833	2939	3045	3155	3271	3383	3499	3623	3750	
		HR	15.72	16.28	16.89	17.50	18.13	18.80	19.44	20.11	20.82	21.55	
G	84	YR	33,095	34,389	35,648	36,978	38,398	39,714	41,134	42,595	44,161		84
		MO	2758	2866	2974	3082	3200	3309	3428	3550	3680		
		HR	15.85	16.47	17.09	17.71	18.39	19.02	19.70	20.40	21.15		
G	85	YR	36,978	38,398	39,714	41,134	42,595	44,161	45,727	47,377	49,089		85
		MO	3082	3200	3309	3428	3550	3680	3811	3948	4091		
		HR	17.71	18.39	19.02	19.70	20.40	21.15	21.90	22.69	23.51		
G	86	YR	38,398	39,714	41,134	42,595	44,161	45,727	47,377	49,089	50,885		86
		MO	3200	3309	3428	3550	3680	3811	3948	4091	4240		
		HR	18.39	19.02	19.70	20.40	21.15	21.90	22.69	23.51	24.37		

Step	01	02	03	04	05	06	07	08	09	10
Comp. Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

CLASSES -- HEALTH TREATMENT PROFESSIONAL UNIT

CLASS CODE	TITLE	SERIES	COMP CODE
000142	Buyer Pharmacist	G	78I
001677	Chief of Pharmaceutical Svcs	G	80I
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000822	Dental Services Chief	G	84I
000228	Dentist	G	83J
000367	Pharmacist	G	75I
002040	Pharmacist Clinician	G	81I
001883	Pharmacist Senior	G	79I
001347	Pharmacy Surveyor	G	77I
000509	Physician	G	76I
000573	Public Health Physician 1	G	82H
000692	Staff Physician	G	82H
000664	Staff Physician Senior	G	85F

APPENDIX E  
SENIORITY UNITS

The following is an alphabetical listing of state departments, agencies, etc. which are the seniority units where the Association of Health Treatment Professionals has exclusive bargaining rights for employees in classes listed in Article 2 (Recognition) at the time this Agreement was signed. Seniority units are indicated by an asterisk.

\*Administration, Department of

Correction

- \*MCF-Lino Lakes
- \*MCF-Red Wing
- \*MCF-St. Cloud
- \*MCF-Stillwater

\*Health, Department of

\*Pharmacy Board

Public Welfare, Department of

- \*Ah Gwah Ching Nursing Home
- \*Anoka State Hospital
- \*Brainerd State Hospital
- \*Cambridge State Hospital
- \*Central Office
- \*Faribault State Hospital
- \*Fergus Falls State Hospital
- \*Moose Lake State Hospital
- \*Oak Terrace Nursing Home
- \*Rochester State Hospital
- \*St. Peter State Hospital
- \*Willmar State Hospital

State University System

- \*Mankato State University
- \*St. Cloud State University

\*Veterans Affairs, Department of

The Employer reserves the right to add or delete seniority units.

MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF MINNESOTA  
AND  
ASSOCIATION OF HEALTH TREATMENT PROFESSIONALS

This memorandum of Agreement is made and entered into by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Association of Health Treatment Professionals, hereinafter referred to as the ASSOCIATION.

1. The parties agree to implement the following inequity adjustments, effective July 1, 1981:

<u>Class Title</u>	<u>Current Range</u>	<u>New Range</u>
Buyer (Pharmacist)	14I	78I
Pharmacy Surveyor	12I	77I

Unless otherwise provided in this Memorandum, all employees in the classes listed above shall convert on July 1, 1981 to the same relative step in the new salary range as they held in the old salary range, in addition to the salary increase provided by Article XIII, Section 5. Such adjustments shall not affect any employee's normal step or progression increase.

FOR THE ASSOCIATION

FOR THE EMPLOYER

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

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

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



MEMORANDUM  
OF  
UNDERSTANDING

Insurance Provisions

Section 1. Insurance. Both the State of Minnesota and the Minnesota Association of Health Treatment Professionals agree to implement the provisions of the attached Insurance Article, which document represents the agreed upon Insurance Article for the 1981-1983 Collective Bargaining Agreement. The terms of said article shall be effective on October 7, 1981, the commencement of the new insurance program year.

Section 2. Insurance Payment. The parties agree that notwithstanding the provisions of Section 4, Insurance Payment of the attached Insurance Article employees must be enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 21, 1981 in order to receive the first \$50.00 insurance payment, and that such payment shall be made in November, 1981.

Section 3. Open Enrollment. The parties agree that notwithstanding the provisions of Section 11, Open Enrollment, of the attached Insurance Article the 1981 open enrollment period shall be the period of September 21, 1981 through October 21, 1981, and that changes in coverages shall become effective October 21, 1981.

Section 4. Null and Void. In the event that the Minnesota Association of Health Treatment Professionals elects to exercise its right to strike, then this Memorandum of Understanding shall be deemed null and void effective upon commencement of the strike.

\_\_\_\_\_  
For the Employer

\_\_\_\_\_  
Minnesota Association of  
Health Treatment Professionals

Date the \_\_\_\_\_ day of \_\_\_\_\_, 1981

MEMORANDUM OF AGREEMENT  
BETWEEN  
STATE OF MINNESOTA  
AND  
ASSOCIATION OF HEALTH TREATMENT PROFESSIONALS

This memorandum of Agreement is made and entered into by and between the State of Minnesota and the Association of Health Treatment Professionals.

The parties agree to add a "J" step to the range of the classification "Dentist," effective July 1, 1981. The "J" step shall be set at \$18.14/hour, plus the 8.25% general adjustment. Dentists who have been at the "I" step of their salary range for twenty-four (24) calendar months or more, shall be eligible to progress to the "J" step on April 7, 1982, provided satisfactory performance is indicated by the Appointing Authority. Appointing Authorities may recommend such increases in the context of performance measured against specific performance standards or objectives. Increases will not be recommended for Dentists 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 Dentist is achieving performance standards or objectives.

FOR THE ASSOCIATION

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

DATE: \_\_\_\_\_

FOR THE EMPLOYER

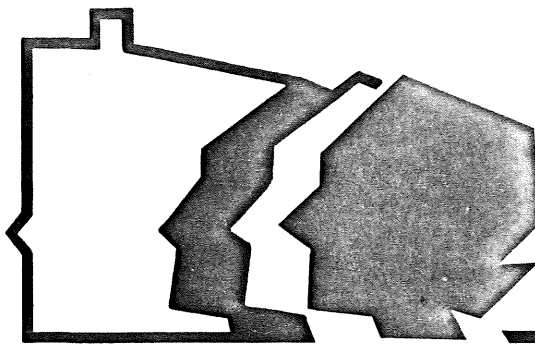
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DATE: \_\_\_\_\_



Unit 14  
General Professional  
MAPE

**State of  
Minnesota**



*LCER 6/23/82*  
**DEPARTMENT OF EMPLOYEE RELATIONS**

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

June 18, 1982

Representative Wayne Simoneau  
Chairman, Legislative Commission on  
Employee Relations  
299 C State Office Building  
St. Paul, Minnesota 55155

Dear Representative Simoneau:

I am submitting a negotiated "Early Retirement" supplemental agreement between the State of Minnesota and Minnesota Association of Professional Employees for Bargaining Unit #14 employees for review and approval by the Commission. This is the seventh agreement negotiated concerning early retirement.

The supplemental agreement has been formally executed by the Minnesota Association of Professional Employees and the Commissioner of Employee Relations.

Thank you for your consideration of this request.

Sincerely,

James W. Geissner  
Deputy Commissioner  
Labor Relations Bureau

cc: Mike Haney  
Jermaine Foslien

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

This Memorandum of Understanding is made and entered into this 14th day of June, 1982, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Minnesota Association of Professional Employees, hereinafter referred to as the ASSOCIATION to supplement the 1981-83 Agreement between the parties as follows:

1. Bargaining Unit #14 employees who are covered by the Minnesota State Retirement System will receive an additional eligibility period from May 22 through June 29, 1982 for providing early retirement insurance benefits under Chapter 522, Laws of 1982 for only those employees in the bargaining unit who become eligible during this period (May 22 through June 29, 1982) by meeting the qualifications listed under Chapter 522, Laws of 1982. For those employees, the last day on the payroll must be on or before June 29, 1982.

Bargaining Unit #14 employees who are covered by the Minnesota State Retirement System and who were eligible during the period March 23, 1982 through May 21, 1982 are not eligible to apply for early retirement insurance benefits during this new eligibility period (May 22 through June 29, 1982). For this group the last day on the payroll must be on or before May 21, 1982.

2. Bargaining Unit #14 employees who are covered by the Minnesota State Highway Patrolman's Retirement Association shall have their sixty (60) day eligibility period for early retirement insurance benefits provided under Chapter 522, Laws of 1982 extended from May 21 to July 1, 1982. For these employee's, the last day on the payroll must be on or before July 1, 1982.
3. Eligible employees who elect to retire under these provisions will receive final payment of all amounts due to them except salary but including severance pay and liquidation of unused vacation leave on the basis of the salary schedule in effect through June 29, 1982, whether or not their final working day is subsequent to June 29, 1982. Pay for time worked will be in accordance with the salary schedule in effect on the dates worked.
4. Article XX, Section 11 of the 1981-83 Agreement is supplemented by an additional open enrollment period beginning March 23, 1982 through June 29, 1982 for employees who retire pursuant to the early retirement insurance provisions of Chapter 522, Laws of 1982 and are covered by the Minnesota State Retirement System. For those who are covered by the Minnesota State Highway Patrol Association the open enrollment period ends July 1, 1982. As a result of the additional open enrollment period, those employees who qualify for early retirement benefits shall have any changes in insurance carriers become effective the first day of the first full payroll period following retirement or for those employees who already retired during the eligibility period beginning March 23, 1982 such insurance carrier changes shall become effective the first day of the next two week period which corresponds to a State employee pay period following application for such carrier change.

5. Continued receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State paid portion of the insurance premium.

The Employer and the Association agree that this Memorandum of Understanding shall remain in effect through the 30th day of June, 1983.

In witness whereof, the parties hereto have affixed their signatures this 14TH day of June, 1982.

FOR THE ASSOCIATION

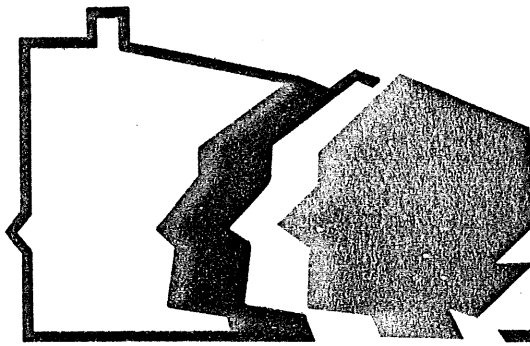
Michael C. Haney  
Michael Haney, President  
Minnesota Association of  
Professional Employees

FOR THE EMPLOYER

Barbara L. Sundquist  
Barbara L. Sundquist, Commissioner  
Department of Employee Relations

James W. Geissner  
James W. Geissner, Deputy Commissioner  
State Labor Negotiator  
Department of Employee Relations

William E. Bender  
William Bender  
Assistant State Negotiator  
Department of Employee Relations



UNIT 14 (GENERAL PROFESSIONAL)

PROPOSED CONTRACT FISCAL ANALYSIS

I. Economic Costs

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	209,695,180	29,855,654
Retirement	26,923,030	3,871,015
Insurance	<u>14,565,826</u>	<u>3,027,133</u>
Total	251,184,036	36,763,802

II. Exclusive Representative: Minnesota Association of Professional Employees.

III. Bargaining Unit Composition: Professional positions in Accounting, Finance, Tax Examining, Computer Sciences, Natural Sciences, Education, Arts, Health, Human Services, Inspection, Licensing, Investigation, Research, Planning, Statistics, Communications and related fields.

*Approx. 5,500 employees  
Concluded Oct. 5, 1981  
Ratified Nov 12, 1981*

## Summary of MAPE Proposed Settlement

### I. Salaries

- F.Y. '82: 8.25% Across-the-Board Increase 7/1/81
- F.Y. '83: 6.0% Across-the-Board 6-30-82  
3.0% Across-the-Board 12-29-82
- Inequity adjustments totalling \$250,000 per year (Represents salary range adjustments to meet market conditions and retention needs in computer/systems field and several other selected job classes). Inequities are found on page 81 of the proposed agreement.

### II. Fringe Benefits

- Continue current Health Insurance benefits; increase major medical from \$250,000 to \$500,000.
- Raise deductible from \$50 to \$100.
- \$50 off-set paid in 1981 and 1982 to employees with Blue Cross/Blue Shield coverage.
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to \$56.06 for employee coverage.  
Contribute up to \$76.94 for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Blue Cross/Blue Shield employee coverage.  
Contribute up to 90% of the cost of Blue Cross/Blue Shield dependent coverage.
- Eliminate Health Testing
- Continue current Dental Insurance benefits.
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to \$8.38 for employee coverage.  
Contribute up to \$9.58 for dependent coverage.
  - F.Y. '83: Contribute up to the total cost of Delta Dental employee coverage.  
Contribute up to 50% of the cost of Delta Dental dependent coverage.
- Eliminate \$500 Death Benefit.
- Continue current Life Insurance.
- Increase Life Insurance to \$30,000 for employees earning over \$25,000.
- Vacation change to same level as other State employees 0-5 year 4 hours per pay period
- Birthday Holiday converted into a floating holiday.

# AGREEMENT

between

# MAPE

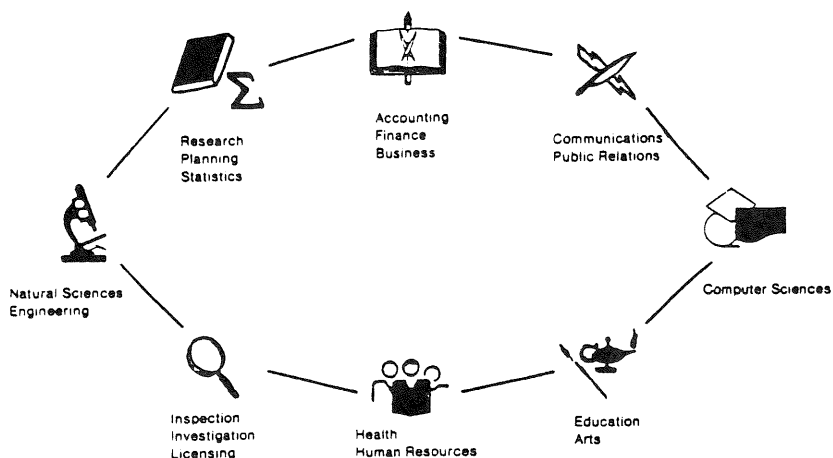
Minnesota Association of Professional Employees

and the

# STATE of MINNESOTA

(July 1, 1981 through June 30, 1983)

for the professional areas of



**Agreement Between the Minnesota  
Association of Professional  
Employees**

**and**

**The State of Minnesota**

**July 1, 1981 - June 30, 1983**



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## PREAMBLE

This Agreement is made and entered into this       day of       , by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Association of Professional Employees (MAPE), hereinafter referred to as the Association.

The Employer and the Association affirm that this Agreement has as its purpose the establishment of rates of pay, hours of work, and other conditions of employment; the establishment of an equitable and peaceful procedure for the resolution of differences without interference or disruption of efficient operations of any Department; and to express the full and complete understanding of the parties relative to all terms and conditions of employment covered by this Agreement.

If the parties mutually agree during the term of this Agreement, the Agreement may be modified by additional provisions relating to specific conditions covering the terms of employment stated herein. Any Agreement which is to be included as a part of this Agreement must so indicate, must be reduced to writing, and must be signed by the parties to this Agreement.

## ARTICLE I ASSOCIATION RECOGNITION

Section 1. **Recognition.** The Employer recognizes the Association as the exclusive representative for all employees in the classifications included in the General Professional Unit No. 14 by the Legislative Commission on Employee Relations on March 24, 1980, whose employment service exceeds the lesser of 14 hours per week or 35% of the normal work week and more than 100 work days per year, excluding supervisory employees, confidential employees, and other employees excluded by the Public Employment Labor Relations Act, Minn. Statute 179.61 - 179.76.

Section 2. **Disputes.** Subsequent to March 24, 1980, any disputes regarding the assignment of professional employees or professional classes to the appropriate bargaining unit shall be accomplished in accordance with Minn. Statute 179.71, subd. 5(j).

Section 3. **Aid to Other Organizations.** The employer will not, during the life of this Agreement, meet and confer or meet and negotiate with any individual employee or group of employees or with any other employee organization with respect to the terms and conditions of employment of the employees covered by this Agreement, except through the Association or its authorized representative. The Employer will not assist or otherwise encourage any other employee organization which seeks to bargain for employees covered by this Agreement, including providing payroll deductions to other employee organizations.

## ARTICLE II NO STRIKE

Section 1. **No Strikes.** Neither the Association nor any of its officers or agents nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slowdowns, mass absenteeism, mass use of sick leave, the willful absence from one's position the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment, except a strike that may occur under the provisions of Minn. Stat. 179.64, Subd. 1. In the event that any employee(s) violates this Article, the Association shall immediately direct any such employee(s) in writing, to cease and desist from such action and shall take all reasonable action necessary to immediately return them to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

Section 2. **Lockouts.** No lockout shall be instituted by the Employer and/or its Appointing Authorities during the life of this Agreement.

## ARTICLE III DUES CHECKOFF

Section 1. **Payroll Deduction.** The Employer agrees to the deduction of the regular bi-weekly Association dues for those employees in a unit who are members of the Association and who request in writing to have their regular bi-weekly Association dues checked off for payroll deduction. Authorizations for deductions shall be continuously effective until cancelled by the Employee in writing.

Section 2. **Hold Harmless.** The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgements brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

Section 3. **Dues Remission.** The aggregate deductions of all employees shall be remitted, together with an itemized statement to the Minnesota Association of Professional Employees within ten (10) days after such deductions are made.

Section 4. **Employee Lists.** The Appointing Authority shall notify the Association President in writing of all employees added to or removed from the bargaining unit on a bi-weekly payroll basis, transmitted no later than one (1) week following the end of each payroll period. Where no such personnel transactions have occurred, the report shall so state.

## ARTICLE IV NON-DISCRIMINATION

Section 1. **Pledge Against Discrimination.** The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to sex, marital status, sexual preference, race, color, creed, disability, national origin, veterans status for eligible Vietnam-ERA veterans, or political affiliation, or age subject however, to the mandatory retirement age specified by law. The Association shall share equally with the Appointing Authority the responsibility for applying this provision of the Agreement.

Section 2. **Association Responsibility.** The Association accepts its responsibility as exclusive representative and agrees to represent all employees in the bargaining unit without discrimination.

Section 3. **Association Membership.** The Employer shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association, or participate in an official capacity on behalf of the Association, which is in accordance with the provisions of this Agreement. The Association shall not discriminate against, interfere with, restrain or coerce an employee from exercising the right to join or not to join the Association, and will not discriminate against any employee in the administration of this Agreement because of non-membership in the Association.

Section 4. **General Policy.** It shall be the policy of the Employer and the Association to encourage bargaining unit employees, Association Representatives, Supervisors, and Managers to interact with each other with mutual respect, recognizing that legitimate differences will arise.

## ARTICLE V EMPLOYER RIGHTS

It is recognized that except as specifically modified by this Agreement, the Employer retains all inherent managerial rights and any rights and authority it deems necessary to operate and direct the affairs of the employer and its agencies in all of its various aspects. These rights include, but are not limited to: determine its policies, functions, and programs; determine and establish budgets; utilize technology; select, assign, direct, evaluate and promote employees; to plan, direct, and control all the operations and services of the Employer; to schedule working hours; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations affecting terms and conditions of employment.

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 VI  
ASSOCIATION RIGHTS

**Section 1. Association/Appointing Authority Meetings.** It is agreed that representatives of the Association and the Appointing Authority will meet quarterly upon request for the purpose of reviewing and discussing their common interests. By mutual agreement, other meetings may be held as the need arises, at mutually agreed upon times.

**Section 2. Bulletin Boards.** The Appointing Authority shall furnish space on official bulletin boards for the exclusive use of the Association.

**Section 3. Employee Lists.** The Employer shall furnish the Association with a list of names, classifications, work addresses, home addresses, work phone, home phone, department and county codes (if available) of employees covered by this Agreement on a quarterly basis upon request. The Association agrees to reimburse the Employer for the cost involved in generating each list. All such data shall be provided on a magnetic tape in standard format.

**Section 4. Use of State Facilities.** The Employer agrees that the Association may be granted access to State facilities, if appropriate facilities are available, for the purpose of meeting with bargaining unit employees, provided that:

- 1) The area facility requested shall not be used during work time, including paid rest periods; and
- 2) The costs of using State facilities shall be reimbursed to the Appointing Authority by the Association if other groups using State facilities are similarly charged; and
- 3) The Association has requested use of the State facilities in writing from the Appointing Authority a reasonable amount of time in advance.

Access to State facilities for meeting purposes shall not be granted if the activity disrupts the work force, curtails, services to the public, interferes with members of the public, or otherwise inhibits the performance of the Appointing Authority's work program(s).

**Section 5. Distribution of the Agreement.** The Appointing Authority agrees to provide all newly hired or rehired employees in the units, divisions, or departments covered by this Agreement with a copy of this Agreement if furnished by the Association.

**Section 6. Availability of Information.** The Employer agrees to provide to the Association, upon written request, readily available public information, including, but not limited to, information pertaining to the Employer's budget, revenues, and other public financing information. The Association agrees to reimburse the Employer for the costs incurred.

**Section 7. Association Security.**

A. Association Representatives. The Association may designate bargaining unit employees in local chapters to function as Association Representative for up to 3 departments represented within that local chapter. The

Association President shall notify each Appointing Authority or designee in writing of the names and department of origin of the Association Representatives selected as provided in this Article and shall designate the departments and local chapter which each one will represent.

The Association President shall notify the Appointing Authority or his/her designee of any subsequent changes in such Representatives. The Appointing Authority shall not be required to recognize or hear grievances presented by employees who are not on the list of designated Association Representatives or who are attempting to represent departments or local chapters for which they are not listed.

B. Representatives' Activities. Representatives shall have authority to carry grievances in the local chapter and department(s) for which they have been authorized under Section 7A., provided such representation is consistent with the security, rehabilitation, and confidentiality needs of the Appointing Authority. No more than one Association Representative as provided above may be in attendance at any one time. The Employer agrees that during working hours, on the Appointing Authority's premises within the local chapter and designated department(s), and without loss of pay, Association Representatives will be allowed reasonable time to post official Association notices on bulletin boards, distribute the Association newsletters, and to transmit communications authorized by the Association to the Appointing Authority as are required for the administration of this Agreement, providing, however, this activity does not interfere with normal work duties, nor conflict with the security, rehabilitation, and confidentiality needs of the Employer. However, reasonable time off without loss of pay to perform these functions or to carry grievances shall not include travel time if the total travel time to and from exceeds 30 minutes. The Association Representative shall first inform his/her supervisor of his/her impending departure and shall first receive approval to leave the work location. Such approval shall not be unreasonably denied.

C. Association Staff. Association staff shall have the right to enter the facilities of the Appointing Authority when consistent with the confidential, rehabilitation, and security needs of the Appointing Authority. This right may be restricted during emergency situations as determined by the Appointing Authority, but the Appointing Authority shall give a reason for the restriction. The Association staff shall not interfere with the job duties or responsibilities of an employee, and may meet with employees only during lunch and/or break periods, or other non-working times. An Association staff person or officer shall be authorized to carry grievances in concert with or as substitute for the Association Representative.

## ARTICLE VII DISCIPLINE AND DISCHARGE

**Section 1. Purpose.** Disciplinary action may be imposed on employees only for just cause.

**Section 2. Disciplinary Action.** Discipline includes only the following, but not necessarily in this order:

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

Upon request of an employee who is being questioned during an investigation that may lead to disciplinary action, an Association Representative shall be present at such meeting.

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, supervisors, or the public.

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.

**Section 3. Discharge of Permanent Employees.** The Appointing Authority shall not discharge any permanent employee without just cause. If, in any case, the Appointing Authority believes there is just cause for discharge, the employee shall be suspended for five (5) days prior to being terminated. The employee and the Association will be notified, in writing, that an employee has been suspended and is subject to discharge and shall be furnished with the reason(s) therefore.

The Association shall have the right to take up a discharge at the third step of the Grievance Procedure and the matter shall be handled in accordance with this procedure, if so requested by the Association.

An employee found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties if appropriate or the decision of the arbitrator.

**Section 4. Probationary Employees.** Probationary employees serving an initial probationary period may have the Association process a grievance on discharge or non-certification through Step 3 of the grievance procedure of this Agreement, but such grievance shall not be subject to the arbitration provisions of this Agreement. Permanent employees serving a subsequent probationary period may not have access to arbitration in regard to non-certification.

**Section 5. Unclassified Employees.** The discharge or termination of unclassified employees is not subject to the arbitration provisions of this Agreement.



Section 6. **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's 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.

Each employee shall be furnished with a copy of all evaluative and disciplinary entries into his/her personnel office records and shall be entitled to have his/her written response included therein. All disciplinary entries, except discharge, in the personnel office record shall state the corrective action expected of the employee.

Upon request of the employee, a written reprimand 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 one (1) year following the date of the written reprimand. Upon request of the employee, 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 three (3) years following the date of the written suspension.

The contents of an employee's personnel office record shall be disclosed to him/her upon request and to the employee's Association Representative upon the written request of the employee. In the event a grievance is initiated under Article VIII, the Appointing Authority shall provide a copy of any items from the employee's personnel office record upon the request of the employee or the Association with any copying costs paid by the Association.

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

## ARTICLE VIII GRIEVANCE PROCEDURE

Section 1. **Intent.** The purpose of this procedure is to secure, in the easiest and most efficient manner, resolution of grievances. For the purpose of this Agreement, a grievance shall be defined as a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

### Section 2. **Operating Terms, Time Limits, and General Principles**

#### A. **Operating Terms:**

1) The term "days" shall mean calendar days, unless otherwise specified.

2) The term "employee" shall mean an individual or group of employees, or the Association, as long as the individual or group of employees are members of the bargaining unit.

3) The term "Association Representative" shall mean those individuals designated by the Association in accordance with Article VI, Association Rights, Section 1 and 4, Representatives and Association Staff.

**B. Time Limits:**

1) If a grievance is not presented on behalf of the employee within a time limit set forth in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit, or agreed extension thereof, it shall be considered as settled on the basis of the Appointing Authority or designee's last answer.

2) If the Appointing Authority or designee does not answer a grievance or an appeal thereof within the specified time limits, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

3) The time limits in each step may be extended by mutual written agreement of the Appointing Authority or designee and the Association at each step.

4) By the mutual agreement of the Association and the Appointing Authority, the parties may waive, Steps 1, 2, and/or 3.

**C. General Principles:**

1) Grievance files shall be maintained separately from official personnel files.

2) Upon mutual written agreement, a grievance may be withdrawn at any step without establishing a precedent.

3) Both the Association and the Appointing Authority agree to disclose documents and information which a party intends to introduce at the hearing, including a list of possible witnesses, to each other, upon request, prior to arbitration. Any costs involved in reproducing documents shall be borne by the party requesting disclosure.

4) Meetings at all grievance steps will be established by mutual agreement between the Association and the Appointing Authority.

5) **Processing Grievances.** The Association Representative and the grieving employee shall be allowed a reasonable amount of time without loss of pay during working hours while on the Appointing Authority's premises to present the employee's grievances to the Appointing Authority. The Association Representative involved and the grieving employee shall not leave work or disrupt departmental routine to present grievances without first requesting permission from their immediate supervisor(s), which shall not be unreasonably withheld.

6) **Fees and Expenses.** The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Appointing Authority and the Association. The Appointing Authority agrees that a maximum of three

(3) bargaining unit employees shall be paid their regular rate of pay for hours of attendance on behalf of the Association at the arbitration hearing. The Association shall reimburse the Appointing Authority for the salaries of additional employees that the Association requires to be in attendance at the arbitration hearing. In the case of discharge, the grievant shall be paid his/her regular rate of pay for hours of attendance at the arbitration hearing, unless the arbitrator upholds the discharge. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

### Section 3. Procedure.

Informal. An employee who has a grievance may bring it to his/her supervisor's attention orally, indicating that it is a grievance. The employee may discuss the grievance with his/her supervisor in an attempt to reach a satisfactory resolution.

Step 1. If the Association wishes to initiate a formal grievance, it shall be reduced to writing, setting forth the nature of the grievance, the facts upon which it is based, the section(s) of the Agreement allegedly violated, and the relief requested, and filed with the immediate supervisor. No grievance shall be accepted which has been filed more than 21 calendar days after the occurrence of the event giving rise to the grievance or within 21 calendar days after the grievant, through the use of reasonable diligence, should have had knowledge of the event. Within 10 calendar days after receiving the written grievance, the grievant's immediate supervisor and the Association Representative shall arrange a meeting with or without the grievant, and attempt to resolve the grievance. The immediate supervisor shall give his/her written answer to the Association Representative within 10 calendar days of the meeting. The Association may appeal the grievance in writing to Step 2 within 10 calendar days of the receipt of the immediate supervisor's written answer.

Step 2. Within 10 calendar days after receiving the Association's appeal in writing, the next-level supervisor and the Association Representative, with or without the employee, shall arrange a meeting to attempt to resolve the grievance. If, as a result of this meeting, the grievance remains unresolved, the next-level supervisor shall give his/her written answer to the Association Representative within 10 calendar days following this meeting. The Association may appeal the grievance in writing to Step 3 within 10 calendar days after receipt of the next-level supervisor's written answer.

Step 3. Within 10 calendar days following the receipt of a grievance appealed in writing from Step 2, the Appointing Authority or designee shall arrange a meeting with the Association's Representative in an attempt to resolve the grievance. Within 10 calendar days following this meeting, the Appointing Authority or designee shall respond in writing to the Association Representative stating the Appointing

Authority or designee's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may appeal the grievance in writing within 30 calendar days to Arbitration by written notice to the Deputy Commissioner of the Department of Employee Relations (State Labor Negotiator). Any grievance not referred in writing by the Association to Arbitration within 30 calendar days following receipt of the answer of the Appointing Authority or designee shall be waived.

**ARBITRATION:** The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within 10 calendar days after notice has been given. If the parties fail to mutually agree upon an arbitrator within the said 10 day period, either party may request the Director, Bureau of Mediation Services, to submit a panel of 5 arbitrators. Both the Employer and the Association shall have the right to strike two names from the panel. The Association shall strike the first name; the Employer shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator. The parties may mutually agree to select the arbitrator through an alternate process. The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the Employer and the Association Representative.

**Section 5. Arbitrator's Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The Arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association 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) 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 expressed 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 Association and the employee(s).

## ARTICLE IX VACATION LEAVE

**Section 1. Eligibility.** All employees except intermittent employees, emergency employees, project employees, student workers, and temporary employees shall be eligible employees for the purpose of this Article. However, intermittent employees and student workers shall become eligible employees for the purposes of this Article, after completion of one hundred (100) working days in any twelve (12) month period.

**Section 2. Allowances.** All eligible employees shall accrue vacation in accordance with the following rates:

Length of Service Requirement	Rate Per Full Payroll Period
0-5 years	4 working hours
After 5-8 years	5 working hours
After 8-12 years	7 working hours
After 12-20 years	7.5 working hours
After 20 years or more	8 working hours

Eligible employees being paid for less than a full eighty (80) hour payroll period shall have their vacation accrual prorated in accordance with the schedule set forth in Appendix A.

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.

Effective July 9, 1975, for purposes of determining changes in an employee's accrual rate, periods of suspension or unpaid non-medical leaves of absence shall not be deducted from the length of service requirement unless they are one (1) full payroll period or more in duration. This method will be effective only after this date and shall not be used to change any length of service requirements determined prior to that date.

An eligible employee who is reinstated or reappointed to State service on or after July 1, 1981 and within one (1) year of the date of resignation in good standing or retirement, shall accrue vacation leave with the same credit for length of service that existed at the time of such separation.

An employee who is reinstated or reappointed to State service after one (1) year but not more than four (4) years from his/her date of resignation in good standing or retirement may, at the Appointing Authority's discretion, accrue vacation leave with the same credit for length of service that existed at the time of such separation.

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 shall not accrue vacation during his/her first six (6) months of continuous service. Upon completion of six (6) months continuous service, an employee shall then accrue his/her vacation beginning from his/her date of hire into an eligible employment condition or position.

Employees may accumulate unused vacation leave to a maximum of two hundred and forty (240) hours.

Employees on a military leave under Article XIII shall earn 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 the Military Leave.

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

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

**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 permits. If it is necessary to limit the number of employees within a classification on vacation at the same time, the vacation schedules shall be established on the basis of Classification Seniority within the employee's work location in the event of any conflict over vacation periods. Whenever practicable, employees shall submit written requests for vacation at least four (4) weeks in advance of their vacation to their supervisor on forms furnished by the Appointing Authority. When advance written requests are impracticable, employees shall secure the approval of their supervisor by telephone or other means at the earliest opportunity. Supervisors shall respond to all vacation requests promptly and shall answer all written requests in writing.

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

**Section 4. Vacation Charges.** Employees who utilize vacation shall be charged only for the number of hours that they would have been scheduled to work during the period of absence. In no instance, however, shall vacation leave be granted in increments less than one-half 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.

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

Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's supervisor. Upon request of the Appointing Authority, such notice shall be accompanied by a medical statement from a medical practitioner and shall be given to the supervisor as soon as possible after the illness or disability occurs.

**Section 5. Work During Vacation Period.** Except during an emergency, no employee will be required to work during his/her vacation once the vacation request has been approved.

**Section 6. Vacation Rights.** An employee who transfers from one Appointing Authority to another shall, with the agreement of the affected Appointing Authorities, either have accumulated vacation leave transferred or liquidated by cash payment in whole or in part. 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. Employees shall be allowed to leave their accumulated vacation to their credit during the period of their seasonal or temporary layoff.

## ARTICLE X HOLIDAYS

**Section 1. Eligibility.** All employees in the bargaining unit covered by this Agreement shall be eligible for purposes of this Article.

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

New Year's Day	Veterans's Day
President's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

The employee shall receive one (1) floating holiday each fiscal year of the Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The supervisor may waive the fourteen (14) calendar day advance notice if staffing needs permit. 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 holiday may not be accumulated or paid off.

Except for employees working where seven (7) day a week schedules are in effect, 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. Where seven (7) day a week schedules are in effect, the actual holiday shall be observed as a holiday for employees working within such schedule.

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

When any of the above holidays fall on an employee's regularly scheduled day off, the Appointing Authority shall designate a mutually agreeable alternate holiday to be taken within ninety (90) calendar days of the holiday or the Appointing Authority may pay the employee for the holiday in accordance with Section 5.

In departments with an academic calendar, the Appointing Authority, may after consultation with the Association, designate alternate days for the observance of Veteran's Day and President's Day.

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

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

Eligible intermittent or temporary employees shall receive a holiday if they work the day before and the day after the holiday or if they work on a holiday. In such cases, employees shall be reimbursed for the holiday in addition to pay for the time worked. Holiday pay shall be in accord with the schedule set forth in Appendix B.

**Section 4. Holiday Pay.** Holiday pay shall be computed at the employee's normal day's pay (an employee's regular hourly rate of pay multiplied by the number of hours in his/her normal work day) and shall be paid in cash. Eligible employees who normally work less than full-time shall have their holiday pay pro-rated in accordance with the schedule set forth in Appendix B.

With the approval of his/her supervisor, part-time employees may be allowed to arrange their work schedules in payroll periods that include a holiday, to avoid any reduction in salary due to a loss of hours because of the pro-ration of holiday hours.

**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 alternate holiday in lieu of holiday pay provided for in Section 4 above. The Appointing Authority shall designate a mutually agreeable alternate holiday within ninety (90) 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, 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 vacation leave or accumulated 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.

**Section 7. Birthday Holidays.** Employees who have taken a birthday holiday since July 1, 1981, shall not be eligible to take a floating holiday during the period July 1, 1981 through June 30, 1982.

## ARTICLE XI SICK LEAVE

**Section 1. Sick Leave Accumulation.** Employees, except for emergency, temporary, intermittent, student workers and project appointments 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. However, intermittent employees shall become eligible for sick leave after completion of 100 working days in any 12 month period.

The Appointing Authority shall keep a current record of sick leave earnings and accruals which shall be made available to such employees upon request. An employee who transfers or is transferred to another Appointing Authority without an interruption of service shall carry forward accrued and unused sick leave.

Employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals prorated in accord with Appendix C.

**Section 2. Sick Leave.** The employee shall notify the Appointing Authority at or before his/her normally scheduled starting time of any illness. Employees utilizing leave under this Section shall 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 abusing sick leave. The abuse of sick leave shall constitute just cause for disciplinary action. The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the employee is not fit to work or has been exposed to a contagious disease which endangers the health of other employees, clients, or the public. Employees returning from extended sick leave shall notify the Appointing Authority within a reasonable amount of time prior to returning to work.

**Section 3. Sick Leave Utilization.** An employee shall be granted sick leave with pay to the extent of his/her accumulation for absences necessitated by reason of illness or disability; by necessity of medical, chiropractic or dental care; or by exposure to contagious disease so that his/her attendance on duty may endanger the health of fellow employees or the public. Sick leave shall also be granted with pay to the extent of an employee's accumulation for absence necessitated by illness of his/her spouse, minor children, or parent living in the household of the employee for such periods as his/her attendance may be necessary. Sick leave to arrange for necessary nursing care for members of the family or birth or adoption of a child shall be limited to not more than three (3) days. The use of a reasonable amount of sick leave shall be granted in cases of death of the spouse, parents, parents of the spouse, grandparents, guardian, children, brothers, sisters, or wards of the employee. In no event shall sick leave with pay be granted beyond the extent of an employee's accumulation.

Employee sick leave accruals earned while on paid leave may be utilized by the employee with the approval of the Supervisor without returning to work prior to utilization of such accrued sick leave.

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

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

**Section 5. Reinstatement of Sick Leave.** An eligible employee who is reinstated or reappointed to state service on or after July 1, 1979 and within one (1) year of the date of resignation in good standing or retirement shall have his/her accumulated but unused sick leave balance restored and posted to his/her credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

## ARTICLE XII 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. 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 layoff. 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. Effective July 1, 1981, severance pay shall be equal to forty (40) percent of the employee's accumulated but unused sick leave balance (which balance shall not exceed nine hundred [900] hours) plus twenty-five (25) percent of the employee's accumulated but unused sick leave bank, times the professional employee's regular rate of pay at the time of separation.

## ARTICLE XIII LEAVES OF ABSENCE

**Section 1. General Conditions.** Except as otherwise provided in this Agreement, request for leave shall be made by employees prior to the beginning of the period(s) of absence and no payment for any leave of absence with pay shall be made until the leave is approved. Unless otherwise indicated, all leaves of absence without pay shall be discretionary with the Appointing Authority. Upon request of the employee, authorization for or denial of a leave of absence shall be furnished to the employee in writing by his/her supervisor. All requests for a leave of absence shall be answered by the supervisor promptly. No leave of absence request shall be unreasonably denied.

Accrual of vacation and sick leave benefits during the period of leave of absence with pay shall continue. If any employee is granted leave without pay, he/she will not be credited with vacation

or sick leave accruals for the period of leave without pay with the exception of approved military leave. When the Appointing Authority approves an unpaid leave of absence for an employee, the Appointing Authority shall advise the employee in writing of the steps the employee must take to continue insurance coverage.

**Section 2. Leaves with Pay.** Paid leaves of absence granted under this Article shall not exceed the employee's work schedule.

- A. **Military Reserve Training.** Up to fifteen (15) working days leave per calendar year shall be granted to members of a reserve force of the U.S. or of the State of Minnesota who are ordered by the appropriate authorities to attend a training program or perform any other duties under the supervision of the U.S. or State of Minnesota during the period of such activity.
- B. **Jury Duty.** Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular base rate of pay less the fee received for jury duty, exclusive of court-paid expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual services and only on call, the employee shall report to work.
- C. **Court Appearance.** Leave shall be granted for appearance before a court, legislative committee, or other judicial or quasi-judicial body in response to a subpoena or other direction of proper authority on behalf of the State or for 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 employees shall be paid the employee's regular pay less the fee received, exclusive of court-paid expenses, for serving as a witness, as required by the court.
- D. **Voting Time.** Any employee who is entitled to vote in any statewide general election or at any election to fill a vacancy in the office of a representative in Congress, may absent himself/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.
- E. **Educational Leave.** Leave with pay shall be granted for educational purposes if such education is required by the Appointing Authority.
- F. **Emergency Leave.** The Commissioner of Employee Relations shall authorize Appointing Authorities to pay for time off in emergencies. 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.

### Section 3. Unpaid Leaves of Absence.

- A. **Unclassified Service.** 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 without pay may be granted to an employee for educational purposes.
- C. **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, plus such additional time as the Employee may be required to serve pursuant to law.
- D. **Association Leave.** Upon advanced written request of the Association leave shall be granted to employees who are elected or appointed by the Association to serve on the Association Master Negotiating Team.

Leave time for service on the Association's Master Negotiating Team shall be considered as paid leave for purposes of vacation leave and sick leave accrual.

Association Representatives or other employees who may be elected or appointed by the Association to perform duties for the exclusive representative shall be granted time off, provided the granting of such time off does not adversely affect the operations of the employee's department or agency. Such leave shall not be unreasonably withheld.

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

- E. **Maternity/Paternity or Adoption.** Maternity/Paternity or Adoption leaves of absence shall be granted to a natural parent(s) or adoptive parent(s) who is a permanent employee and who requests such leave in conjunction with the birth or adoption of a child. Requests for adoption leave shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave. Requests for Maternity/Paternity leave shall be submitted at least six (6) weeks in advance of the anticipated due date, if possible. The Maternity/Paternity leave shall commence on the date requested by the employee and/or spouse and shall continue up to six (6) months.

Any paid sick leave used following the birth shall be deducted from the six (6) months unpaid maternity/paternity leave. Such leave may be extended

upon a maximum of one (1) year by mutual consent between the employee and/or spouse and the Appointing Authority.

- F. **Medical.** Upon the request of a permanent employee who has exhausted all accrued sick leave, a leave of absence without pay shall be granted by the Appointing Authority for up to one (1) year because of sickness or injury to the employee. This leave may be extended at the sole discretion of the Appointing Authority.

An employee requesting a medical leave of absence shall be required to furnish evidence of disability to the Employer. When the Employer has evidence that an employee's absence from duty is unnecessary or if the employee fails to undergo an evaluation or furnish such reports as are required by the Employer, the Employer shall have the right to require the employee to return to work on a specified date.

- G. **Personal Leave.** Leave may be granted to an employee, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment except as provided in this Article.

- H. **Political Caucus/Convention.** Upon ten (10) days advance request, leave shall be granted to any employee for the purpose of attending a political caucus/convention.

- I. **Related Work.** Leave not to exceed one (1) year may be granted to an employee to accept a position of fixed duration outside of State service which is funded by a government or private foundation grant and which is related to the employee's current work.

**Section 4. Cancellation of Discretionary Leaves.** Discretionary leaves of absence or extension of such leaves may be cancelled by an Appointing Authority for reasonable cause upon written notice to the employee. At the discretion of the Appointing Authority, an employee may terminate his/her leave of absence 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 his/her former position or another position in his/her former classification/class option or a position of comparable duties and pay, providing such return is in his/her former seniority unit. Employees returning from extended leaves of absence of one (1) month or more shall notify their Appointing Authority at least two (2) weeks prior to their 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.

An employee reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation, in good standing or retirement may, at the Appointing Authority's discretion, have his/her accumulated but unused sick leave balance

restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accord with the personnel rules or the provisions of this Agreement.

## ARTICLE XIV SENIORITY

### Section 1. Definitions.

A. **State Seniority.** "State Seniority" is defined as the length of employment with the State of Minnesota since the last date of hire. However, in the case of an employee mandatorily retired at age 65, who returns to state service, State Seniority is defined as the length of employment with the State of Minnesota since the last date of hire preceding the mandatory retirement. Such State Seniority shall not include the period during which the employee was off the State payroll because of the mandatory retirement.

B. **Classification Seniority.** "Classification Seniority" is defined as an employee's length of continuous service in a specific job classification/class option within the seniority unit. When an employee exercises bumping rights, or is demoting, or is transferring, Classification Seniority in the class/class option to which the employee is bumping or is demoting, or is transferring shall include Classification Seniority in all related higher or equally paid classes in which the employee has served within the seniority unit since the initial period of service in the class into which the employee is bumping, or demoting, or transferring.

"Class Option" is defined as an area of specialization which may require special licensure, certification or registration and for which a separate examination is used in making appointments to a classification.

"Related Class" is defined as the class or classes within the same seniority unit which are similar in the nature and character of the work performed and which require similar qualifications.

C. **Continuous Service.** "Continuous Service" shall commence on the date an employee begins to serve a probationary period in a classified position.

In the case of an employee mandatorily retired at age 65, who returns to state service, continuous service shall be credited back to the continuous service date preceding mandatory retirement. Continuous service, however, shall not include the period during which the employee was off the state payroll because of the mandatory retirement.

Continuous service shall be interrupted only by separation because of resignation, discharge for just cause, non-certification for the initial probationary period, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

In the case of an employee who was required to resign because of pregnancy, Continuous Service shall be credited back to the continuous service date at the time of the resignation

provided the employee returned to State Service within one (1) year of the resignation. Also, in the case of an employee who was required to resign because of pregnancy and who returned to State Service within one (1) year of the resignation in a different agency and who subsequently returns to the employing agency at the time of the resignation because of a job opening, Continuous Service shall be credited back to the continuous service date at the time the resignation was tendered.

Employees shall have 180 calendar days from the effective date of this Agreement to notify the Appointing Authority that a forced resignation had been required because of pregnancy. Any changes in seniority made as a result of this section of the Agreement shall be effective fourteen (14) calendar days after notice is given by the employee.

Any changes in seniority regarding vacation accrual or entitlement to any fringe benefits covered by the Agreement shall be retroactive to the effective date of this Agreement, unless otherwise agreed to by the Employer.

Classified employees of State agencies that are merged after the effective date of this Agreement by Executive Order or Legislative Act, shall retain all State and Classification Seniority they had accumulated on the date the merger became effective, and will continue to accrue seniority as if the newly created state agency had existed since their last date of hire.

**D. Seniority Units.** "Seniority Units" are defined as set forth in Appendix "D".

**Section 2. Seniority Rosters.** No later than three (3) months after the effective date of this Agreement, and semi-annually thereafter, the Appointing Authority shall prepare and post seniority rosters on official bulletin boards for each of its seniority units and two (2) copies shall be furnished to the Association. The rosters shall list each employee in the order of Classification Seniority and reflect each employee's date of Classification Seniority, date of State Seniority, and class title for all classes in the seniority unit in which the employee previously served. The rosters shall also identify the type of appointment if other than full-time unlimited. The Department of Education shall also list the date of entrance into class options, if any, for each of its seniority units.

When two (2) or more employees have the same Classification Seniority dates or Class Option Seniority dates, seniority positions shall be determined by State Seniority. Should a tie still exist, seniority positions shall be determined by lot.

**Section 3. Appeals.** Employees shall have sixty (60) calendar days from the date of the initial posting to notify the Appointing Authority of any disagreements over the Seniority Roster. Thereafter, appeals must be filed with the Appointing Authority within thirty (30) days of the date of posting and are limited to changes since the previous posting.

ARTICLE XV  
VACANCIES, FILLING OF POSITIONS

**Section 1. Definition of Vacancy.** A vacancy is defined as a non-temporary opening in the classified service which the Appointing Authority determines to fill. A vacancy is not created by reassignment within 35 miles to the same classification.

**Section 2. Permanent Reassignment.** Whenever the Appointing Authority determines to make a permanent reassignment within 35 miles, the Appointing Authority shall, before the reassignment is effected, consider (but not be limited to) the following:

- a. The employee's ability to perform the job
- b. The employee's qualifications to perform the job
- c. The employee's interest in the job
- d. The employee's current workload
- e. The employee's classification/class option seniority

**Section 3. Job Posting.** Whenever a vacancy occurs which the Appointing Authority determines to fill, the Appointing Authority shall post the vacancy on bulletin boards in the seniority unit for minimum of 10 calendar days, or through such procedures as are otherwise agreed to between the Association and the Appointing Authority. The job posting shall include: the division, section, classification/class option employment condition, and location of the vacancy. A copy of the posting shall be furnished to the Association. Permanent classified employees in the seniority unit in the same classification/class option may indicate an interest in the filling of such vacancy by submitting a written application to the Appointing Authority on or before the expiration date of the posting.

An employee who is away from his/her work location on assignment or approved vacation in excess of 7 calendar days, may submit an advance written application indicating interest in being considered for individual vacancies posted during his/her absence. The advance written application shall indicate the division, section, classification/class option, employment condition and location of the individual position. Such advance written application shall be submitted to the Appointing Authority or designee and shall be valid for the period of the absence or 4 weeks, whichever is less.

**Section 4. Filling of Positions.** All classified employees in the same class and seniority unit who have made a timely application, shall be given consideration and may be appointed to the opening prior to filling the vacancy through other means. If the vacancy is not filled by an employee under this section, then it shall be filled as follows:

**A. Seniority Unit Layoff List.** Selection shall be made from employees on the Seniority Unit Layoff List in order of Classification Seniority, if such list exists, pursuant to Article XVI, Layoff and Recall. No new appointments shall be made in a seniority unit in a class (or option) and employment condition for which a Seniority Unit Layoff List exists until all employees on such list have been offered the opportunity to accept the position.



**B. Absence of Seniority Unit Layoff List.** If no Seniority Unit Layoff List exists the Appointing Authority shall have the option of filling the vacancy by the use of any of the following methods:

**1. Eligible List.** If an eligible list is used, selection from among certified eligibles shall be made on the basis of skill, ability, experience, efficiency, job knowledge, and/or fitness to perform the duties of the position. When appointment is to be made from among two or more certified eligibles who are equal in terms of the above factors and one or more of these eligibles is in the seniority unit, the seniority unit employee in a class/class option other than the same class/class option as the vacancy with the most State Seniority shall be selected. However, if no seniority unit employees appear on the list of certified eligibles and appointment is to be made from among two or more certified eligibles who are equal in terms of the above factors and one or more of these eligibles is in the bargaining unit, the bargaining unit employee in a class/class option other than the same class/class option as the vacancy with the most State Seniority shall be selected; or

**2. Department Layoff List.** If a Department Layoff List is to be used, selection shall be made from among qualified employees whose names appear on the list in the order of Classification Seniority; or

**3. Voluntary Demotion.** If a voluntary demotion is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary demotion; or

**4. Bargaining Unit Layoff List/Same Classification.** If a Bargaining Unit Layoff List/Same Classification is to be used, selection shall be made from among qualified employees whose names appear on the list; or

**5. Voluntary Transfer.** If a voluntary transfer within or between seniority unit and/or classes is to be used, selection shall be made by accepting the application of an employee who is willing to accept a voluntary transfer; or

**6. Bargaining Unit Layoff List/Other Job Classification.** If a Bargaining Unit Layoff List/Other Classification is to be used, selection shall be made from among qualified employees whose names appear on the list; or

**7. Reinstatement.** If reinstatement is to be used, selection shall be made by reinstating a former employee; or

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

Notwithstanding any of the above, no new appointments of persons other than current civil service employees shall be

made in a seniority unit in that class (or option) and employment condition for which a Layoff List exists.

**Section 5. Effect of Change in Position Allocation on the Filling of Positions.** When the allocation of a position has been changed as the result of changes in the organizational structure of an agency or abrupt changes in the duties and responsibilities of this position, such positions shall be considered vacant under the provisions of this Article and filled in accordance with Sections 1-3.

**Section 6. Effects of Reallocation on the Filling of Positions.** When the allocation of a position has been changed as the result of changes over a period of time in the kind, responsibility, or difficulty of the work performed in a position, such situation shall be deemed a reallocation and not considered a vacancy under the provisions of this Article. If the incumbent of a reallocated position has not been given the opportunity to qualify for the class/class option to which the position has been reallocated, the employee shall be permitted the opportunity to qualify, before the position is filled. In any case, where the incumbent of a position which has been reallocated has failed to qualify in the selection process and is ineligible to continue in that position, in the new class/class option, the employee shall be removed from the position within 30 calendar days from the date of notification to the Appointing Authority of the employee's failure to qualify. The position shall then be considered vacant under the provisions of this Article and filled in accordance thereof. Where the incumbent is ineligible to continue in the position, and is not transferred, promoted, or demoted, the layoff provisions of Article XVI shall apply.

If a position is reallocated to a class in a lower salary range, the employee shall be placed in the new class and if the salary exceeds the maximum of the new range, the employee shall retain his/her current salary until his/her rate of pay is within the range of the new class. In addition, the employee shall receive any across the board wage increases and cost-of-living adjustments as provided by this Agreement.

An employee who desires to protest a reclassification decision regarding his/her position may do so by following the provisions of M.S. 43A.07, Subd. 3, but the decision of the Commissioner of Employee Relations pursuant to Sections 5 and 6 shall not be subject to the grievance and arbitration provisions of this Agreement.

**Section 7. Probationary Periods.** All unlimited appointments to positions in the classified service except appointments from the seniority unit layoff list shall be for a probationary period of 1,044 straight time compensated hours and the Appointing Authority may require a probationary period of 1,044 straight time compensated hours for transfers, re-employments, reinstatements, voluntary demotions and appointments from layoff lists other than the seniority unit layoff list. The probationary period shall exclude any time served in emergency, provisional, temporary, or unclassified employment. Wherever practicable, an employee serving a probationary period shall receive performance counseling reviews of his/her work performance during the probationary period.

Employees recalled from the seniority unit layoff list who were placed on layoff prior to completion of their probationary period

shall be required to complete the probationary period upon return from the layoff.

If the Appointing Authority decides that 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 Association may mutually agree to a limited extension not to exceed 520 straight time compensated hours. Employees who began a probationary period prior to commencement of this Agreement may complete that probationary period based on the provisions existing at the time of their appointment.

An employee who is serving a probationary period, except an initial 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/class option and seniority unit.

Employees transferring from one Appointing Authority to another shall be required to serve a new probationary period unless the employee receives prior written notice that the Appointing Authority has waived the probationary period, the duration of which shall not exceed the above stated schedule.

Employees promoted prior to the completion of their probationary period to a higher position in the same occupational field, shall complete their probationary period in the lower position by service in the higher position.

**Section 8. Trial Period.** Employees who are required to serve a new probationary period after either being appointed to a different class or transferred to a different seniority unit shall have a trial period of fifteen (15) calendar days for the purpose of evaluation. During this trial period, the employee may elect to return to the former position. In the event an employee does not successfully complete the remaining probationary period, after the fifteen (15) calendar day trial period, the employee shall be returned to the former classification within the seniority unit from which the employee came, and if a vacancy exists, to the same geographic area. In this event, the employee shall accrue all seniority in the former classification as if continually employed in the former classification.

#### ARTICLE XVI LAYOFF AND RECALL

**Section 1. Definition of Layoff.** An Appointing Authority may layoff an employee by reason of abolition of the position, shortage of work or funds, or other reasons outside the employee's control which do not reflect discredit on the service of the employee. For a full-time employee, a layoff occurs when his/her hours of work are reduced for a period of longer than ten (10) consecutive working days. However, full-time classified employees who have requested and have been authorized to work less than full-time shall not be deemed to have been laid off.

**Section 2. Layoff Procedures.** In the event a layoff in the classified service of employees within a seniority unit becomes necessary, the Appointing Authority shall notify the Association

President of the classification/class option(s) and the number of positions to be eliminated as soon as possible but not less than fourteen (14) calendar days prior to the effective date of the layoff. At least fourteen (14) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including reason(s) such action is necessary and the estimated length of the layoff, to all employees occupying those positions being abolished, and to the Association President.

The Appointing Authority shall designate the position in the class or class option, if one exists, in which the layoff is to occur. Layoff shall be within employment condition (full-time unlimited, part-time unlimited, seasonal full-time, seasonal part-time, or intermittent) and seniority unit. Notwithstanding the language of Section 2, seasonal employees shall be laid off in inverse order of Classification Seniority within an employee's principal place of employment unless waived by mutual agreement between the employee, the Association and the Appointing Authority.

**Section 3. Limited Interruptions of Employment.** Any interruption in employment not in excess of ten (10) consecutive working days, because of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons, shall not be considered a layoff.

In the event limited interruptions of employment occur, full-time employees shall, upon request, be entitled to advance of hours in order to provide the employee with up to eighty (80) hours of earnings for a pay period. Advance of hours shall be allowed up to the maximum number of hours of an employee's accumulated and unused vacation leave. If an employee elects to draw such advances, the employee shall not be permitted to reduce his/her vacation accumulation below the total hours advanced. However, no employee after the first six (6) months of continuous service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the employee has been advanced under this Section. With the approval of the employee's supervisor, the employee shall have the right to make the hours up.

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

**Section 4. Layoff.** The employee(s) receiving notice of layoff shall accept a vacancy in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within 35 miles of the employee's current work location. If there is no such vacancy, the employee shall either:

A. Bump the least senior employee in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within 35 miles of the employee's current work location; or

B. Accept a vacancy in the same seniority unit in an equal class in which the employee previously served or for which the employee is determined by the Employer to be qualified and in the same employment condition within 35 miles of the employee's current work location.

Employee's who have elected not to bump under "A" above and who have not been offered "B", shall be laid off.

If neither of the preceding is available, the employee may choose to be laid off, or the employee may choose one of the following options. If none of these options is available, the employee shall be laid off.

A. Bump the least senior employee in the same seniority unit in an equal class or class option (or another option for which the employee is determined to be qualified by the Employer) in which the employee previously served and in the same employment condition within 35 miles of the employee's current work location;

B. Accept a vacancy in the same seniority unit in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition within 35 miles of the employee's current work location;

C. Bump the least senior employee in the same seniority unit in a lower class (or class option) in which the employee previously served (or another class option within that class for which the employee is determined to be qualified by the Employer) and in the same employment condition within 35 miles of the employee's current work location;

D. Accept a vacancy in the same seniority unit, same class (or class option or another class option within that class for which the employee is determined to be qualified by the Employer), and same employment condition more than 35 miles from the employee's current work location;

E. Bump the least senior employee in the same seniority unit, same class (or class option or another class option within that class for which employee is determined to be qualified by the Employer) and same employment condition more than 35 miles from the employee's current work location;

F. Accept a vacancy in the same seniority unit in an equal class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition more than 35 miles from the employee's current work location;

G. Bump the least senior employee in the same seniority unit in an equal class (or class option or another option for which the employee is determined to be qualified by the Employer) in which the employee previously served and in the same employment condition more than 35 miles from the employee's current work location;

H. Accept a vacancy in the same seniority unit in a lower class in which the employee has previously served or for which the employee is determined to be qualified by the Employer and in the same employment condition more than 35 miles from the employee's current work location;

I. Bump the least senior employee in the same seniority unit in a lower class (or class option) in which the employee previously served, (or another option within that class for which the employee is determined to be qualified by the Employer) and in the same employment condition more than 35 miles from the employee's current work location.

An employee who does not have sufficient Classification Seniority to bump into a previously held classification/class option, shall be entitled to exercise Classification Seniority to bump into the preceding previously held class, and other previously held classes in descending order. However, any employee exercising bumping rights must have greater Classification Seniority in the class/class option to which he/she is bumping than the employee being displaced. When a vacancy exists in a class into which an employee has a right to bump, the employee must accept the vacancy instead of exercising the option to bump except that if the option to bump is in a lower class within 35 miles and the vacancy in that class is more than 35 miles, then the employee is not required to accept the vacancy. If more than one employee opts to fill a vacancy or bump another employee, the employee with the greater Classification Seniority shall have priority in exercising that option.

**Section 5. Return to the Bargaining Unit through Outside Layoff.** Employees who have accepted an equally or higher paid position excluded from this bargaining unit shall retain bumping rights into a previously held class/class option within the seniority unit of the same Appointing Authority based upon Classification Seniority.

During the period when the employee is absent from this bargaining unit because of acceptance of such a position, the employee shall not accrue any additional Classification Seniority, but previously earned Classification Seniority shall be restored upon the exercising of the bumping right to return to this bargaining unit.

Before an employee shall be permitted to return to the bargaining unit upon layoff, he/she must exhaust all of the layoff options available under any existing layoff procedure which covers him/her for purposes of layoff. If no such options exist, then the employee returning to the bargaining unit, shall be placed in a vacancy in the last class/class option served in, or any equally paid or comparable job class/class option within the same seniority unit, within the same employment condition, and within 35 miles of the current work location, if qualified for the position as determined by the Employer.

#### **Section 6. Layoff List.**

**A. Seniority Unit Layoff List.** The names of employees who have been laid off or who have accepted a demotion in lieu of layoff shall be automatically placed on a Seniority Unit layoff list (regular or seasonal) for the seniority unit, class/class option, and employment condition from which they were laid off or demoted in lieu of layoff in the order of their Classification Seniority. Names shall be retained on

the Seniority Unit layoff list for a minimum of one (1) year or a period of time equal to the employee's State Seniority, to a maximum of eight (8) years.

**B. Department Layoff List.** (For the Department of Corrections, Department of Public Welfare, Community College System and State University System.) The names of such employees shall also be placed on a Department Layoff List (if applicable) for the department, classification and employment condition from which they were laid off or bumped in the order of classification seniority. Names shall be retained on the Department Layoff List for a minimum of one (1) year or a period of time equal to the employee's State Seniority to a maximum of eight (8) years. For purposes of this sub-section, classification seniority shall be the sum of classification seniority in all facilities within the department.

When an employee's name is placed on the Department Layoff List, the employee shall indicate in writing the seniority unit(s) within the Department for which he/she would accept recall. The employee may change his/her availability by notifying the Department of Employee Relations in writing.

**C. Bargaining Unit Layoff List/Same Classification.** The names of such employees shall also be placed on a Bargaining Unit Layoff List/Same Classification for the bargaining unit, classification and employment condition from which they were laid off or bumped in the order of Classification Seniority. Names shall be retained on the Bargaining Unit Layoff List for a minimum of one (1) year or for a period of time equal to the employee's State Seniority to a maximum of eight (8) years.

When an employee's name is placed on the Bargaining Unit Layoff List/Same Classification, the employee shall indicate in writing the seniority unit(s) and the geographic location(s) for which he/she would accept recall. The employee may change his/her availability by notifying the Department of Employee Relations in writing.

**D. Bargaining Unit Layoff List/Other Job Classifications.** The employee may also designate in writing other equal or lower bargaining unit classification(s) in which he/she previously served. Upon request, his/her name shall then be placed on the Bargaining Unit Layoff List/Other Classifications for those classes in order of Classification Seniority. The names shall remain on the 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.

When an employee's name is placed on the Bargaining Unit Layoff List/Other Classifications, the employee shall indicate in writing the seniority unit(s) and the geographic location(s) for which he/she would accept recall. The employee may change his/her availability by notifying the Department of Employee Relations in writing.

The provisions of Section 6.B, C and D shall not apply to employees on seasonal layoff.

**Section 7. Re-employment List.** Upon giving written notice of layoff to an employee and the Association, the Appointing Authority shall simultaneously notify the Department of Employee Relations. The names of all such employees shall be placed on all re-employment lists for those classes/class options in which the employee held Classification Seniority and for geographic locations and employment conditions for which the employee is eligible and has indicated in writing, on a document 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 vacancies for which the employee is eligible. The provisions of Section 7 shall not apply to employees on seasonal layoff.

**Section 8. Recall.** Employees shall be recalled from layoff in the order in which their names appear on the layoff list(s) for the class/class option, employment condition and seniority unit from which they were laid off or demoted in lieu of layoff provided that the employee being recalled is capable of performing the duties of the position.

Failure to accept employment in the seniority unit, class/class option and employment condition from which the employee was laid off, or failure to accept employment in the seniority units, classes/class options, geographic locations, and employment conditions for which the employee indicated availability will result in removal of the employee's name from all layoff lists. When an employee is appointed to a class/class option which is the same, equal or higher than the class/class option from which he/she was laid off, his/her name shall be removed from all layoff lists. However, if the employee is appointed to a lower class, his/her name shall be removed from all layoff lists for equal or lower classes.

Seasonal employees shall be recalled in the order in which their names appear on the seasonal list for the seniority unit and principal place of employment from which they were laid off.

An employee shall be notified of recall by personal notice or certified mail (return receipt required) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. The employee shall notify the Appointing

Authority by certified mail (return receipt required) within five (5) calendar days of receipt of notification of intent to return to work and shall report to work on the reporting date unless other arrangements are made. It shall be the employee's responsibility to keep the Appointing Authority informed of his/her current address.

**Section 9. Exclusions.** The provisions of this Article shall not apply to unclassified employees.

**Section 10. Subcontracting.** In the event the Appointing Authority finds it necessary to subcontract out work now being performed by employees that results in a layoff of employees, the Association shall be notified no less than thirty (30) calendar days in advance. During this thirty (30) day period, the Appointing Authority shall upon request meet with the Association and discuss ways and means of minimizing any impact the subcontracting may have on the employees.



**Section 11. Affirmative Action.** In accomplishing a layoff pursuant to this Article, the Appointing Authority may deviate from the layoff procedure provided in this Article whenever such layoffs would conflict with established goals and objectives of the State's Affirmative Action/Equal Opportunity program or where the published goals of the Affirmative Action/Equal Opportunity program have not been met in a specific seniority unit by protected group as defined in Minnesota Statutes 43A.02, Subdivision 33.

In seniority units where the goals and timetables of the Affirmative Action/Equal Opportunity program have not been met, seniority shall be used in layoff, except that in no event shall the percentage of employees laid off in protected groups be greater than the percentage of all employees to be laid off in the same seniority unit. In the event that the layoff would cause the layoff of employees with greater than three (3) year seniority in the classification being reduced in the seniority unit then the provisions of Section 11 shall not be applied to the layoff of those employees.

**Section 12. State Department of Education.** Notwithstanding Section 8, the following recall provisions shall apply to the Department of Education:

**A. Summer School.** The Appointing Authority shall notify all employees of all summer school openings. An employee may agree to voluntarily remain on layoff in the event of a recall by requesting such action through a written waiver mutually agreed to and signed by the Appointing Authority and the employee. Once the employee elects to sign the waiver of recall, such employee shall not be able to exercise his/her seniority rights for recall for the duration of the summer school. The Appointing Authority agrees to provide a signed copy of any waiver of recall to both the Association and the employee.

Any waiver of recall by an employee is not to be considered a refusal to return to work and shall not be considered to be a break in continuous service. This Section does not, in any way, constitute a forfeiture of the Appointing Authority's right to recall laid off employees, whenever necessary, to carry out the functions and needs of the summer school programs. Notification of intent to return to work may be made in writing and hand delivered, provided that a written receipt of such notification is given.

**Section 13. 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 XVIII Relocation Expenses, the employee shall be eligible for payment of relocation expenses, consistent with Article XVIII, provided the employee cannot fill any vacancy or bump into a position within thirty-five (35) miles of the employee's current work location.

#### ARTICLE XVII EXPENSE ALLOWANCES

**Section 1. General.** The Appointing Authority may authorize travel at State expense for the effective conduct of the State's business. Such authorization must be granted prior to the

incurrence of the actual expenses. Employees affected under this Article shall be reimbursed for such expenses that had been authorized by the Appointing Authority in accord with the terms of this Article.

**Section 2. Automobile Expense.** When a State-owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of (twenty-four) 24 cents per mile during Fiscal Year 1982 for mileage on the most direct route according to Transportation Department records. The rate for Fiscal Year 1983 shall be (twenty-six) 26 cents per mile. When a State-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of (nineteen) 19 cents per mile during Fiscal Year 1982 on the most direct route. The rate for Fiscal Year 1983 shall be 21 cents per mile. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of thirty-eight (38) cents per mile during Fiscal Year 1982 and forty (40) cents per mile during Fiscal Year 1983 on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of twelve (12) cents per mile during Fiscal Year 1982 on the most direct route and thirteen (13) cents per mile in Fiscal Year 1983.

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 (40) cents per mile during Fiscal Year 1982 and forty-three (43) cents per mile in Fiscal Year 1983 and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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

**Section 4. Overnight Travel.** Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs for lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status in excess of one (1) week

without returning home shall be allowed actual cost not to exceed \$15.00 per week for laundry and dry cleaning for each week after the first week. The amount authorized for this purpose in Fiscal Year 1983 shall be \$16.00. An employee shall be reimbursed for baggage handling.

**Section 5. Meal Allowances.** Employees assigned to be in travel status between the employee's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals including a reasonable gratuity under the following conditions:

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

**B. Noon Meal.** For purposes of this Agreement only, for employees stationed outside the seven county metro area, eligibility for noon meals reimbursement shall be based upon the employee being on assignment, over 35 miles from his/her temporary or permanent work station, with the work assignment extending over the normal 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.

However, any employee may claim lunch reimbursement 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:

FY 1982		
	In State	Out of State
Breakfast	\$4.50	\$ 5.00
Lunch	5.50	6.00
Dinner	9.50	11.00

FY 1983		
	In State	Out of State
Breakfast	\$5.50	\$ 6.00
Lunch	6.50	7.00
Dinner	10.50	12.00

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

**Section 7. Payment of Expenses.** The Appointing Authority shall

advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

## ARTICLE XVIII RELOCATION ALLOWANCES

**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 Appointing Authority.

When an employee must change residence as a condition of employment or in order to accept an appointment at a higher salary range offered by a Department, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accord with the provisions of this Article. Employees who are reassigned, transferred, or demoted to vacant positions in their State agency due to the abolishment (including transfer to another governmental jurisdiction or a private enterprise), removal to a new location, or removal to another State agency of all or a major portion of the operations of their Appointing Authority shall receive relocation expenses in accord 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 six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

**A. Travel Status.** Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be

In travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

**B. Realtor's Fees.** Realtor's fees for the sale of the employee's domicile, not to exceed \$4,000.00 shall be paid by the Appointing Authority.

**C. Moving Expenses.** The Appointing Authority shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover to either pack or ship the employee's household goods. The Appointing Authority shall pay for the moving of mobile homes 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 \$450.00 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 XVII [Expense Allowances]), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

#### ARTICLE XIX PROMOTIONAL RATINGS

**Section 1. Promotional Ratings.** Promotional ratings required in conjunction with a screening process shall be prepared for each employee who is an applicant for that position by his/her immediate supervisor, unless the immediate supervisor is also a candidate for the same position. In that event, the next higher level supervisor shall complete the rating. The rating, along with the reasons therefor shall be discussed with the employee by the rater. The employee is to receive a copy of the rating form, signed by the rater, prior to its being submitted to the Department of Employment Relations.

Promotional ratings shall not be prepared or completed by members of this bargaining unit for other employees within the bargaining unit, unless prepared or completed by an employee whose unit status is in question.

## ARTICLE XX INSURANCE

**Section 1. Group Insurance.** The Employer agrees to maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital Benefits; and Dental benefits as specifically contained in the existing contracts of Insurance and the certificates issued thereunder. 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.

**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.

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 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 XIII. 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 may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For employees age sixty-five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

**Section 3. Employer Contribution for Health Insurance.** Effective July 1, 1981, the employer shall pay the full cost of the employee coverage for the health, surgical, medical and hospital coverages specified in Section 1, above.

Effective October 7, 1981, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for employer coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total employee Blue Cross and Blue Shield insurance premium not to exceed the total cost for employee coverage.

Effective July 1, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to ninety percent (90%) of the total dependent Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high option plan, or any other plan offered by the Employer. A brief description of each of the HMO plans and Blue Cross and Blue Shield of Minnesota Plan is contained in Appendix E. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

**Section 4. Insurance Payment.** Employees employed by the Employer on July 1, 1981, who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981, and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Employees employed by the Employer on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 1982, and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October,

1982, provided there has been no break in continuous service between July 1, 1981 and October 6, 1982.

Employees shall be considered to be employed on July 1, 1981, October 7, 1981, and October 6, 1982, if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

**Section 5. 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 (1981) 176.191, Subd. 3.

**Section 6. Employer Contribution for Dental Insurance.** Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section 1, above.

Effective October 7, 1981, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective July 1, 1981, the Employer shall pay one-half (1/2) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Effective October 7, 1981, the Employer shall contribute one-half (1/2) of the total cost for dependent coverage not to exceed \$9.58 per month. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month equal to one-half (1/2) of Delta Dental dependent coverage.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer. A brief description of the dental plans is contained in Appendix E.

**Section 7. 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):

Employee's Annual Base Salary	Group Life Insurance	Accidental Death & Dismemberment Principal Sum
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
Over \$25,001	\$30,000	\$30,000

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 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.



Section 8. **Optional Insurance.** The following optional insurance protection shall be available for purchase by eligible employees:

- A. **Short Term Salary Continuance.** Provides benefits of \$140-\$1,000, 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.
- B. **Long Term Salary Continuance.** Provides benefits of 200-\$1,000, based on the employee's salary, commencing on the 181st day of total disability.
- C. **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 9. **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 and medical benefits as set forth in Minnesota Statutes 43A.27, Subd. 3 at the State group premium rate.

Section 10. **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 insurance program for an additional six (6) months at their own expense at the group premium rates.

Section 11. **Open Enrollment.** There shall be an open enrollment period for the coverages available under Sections 3 and 6 above during the period August 15 through September 30 each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

## ARTICLE XXI TRANSFERS BETWEEN DEPARTMENTS

Employees may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which they wish to transfer with a copy to the Personnel Office of the Appointing Authority by which they are currently employed. When the Appointing Authority to which the employee wishes to transfer agrees to the transfer and does not require that the employee serve a new probationary period, the employee's current Appointing Authority shall approve the transfer.

ARTICLE XXII  
JOB SAFETY

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

Section 2. **Safety Equipment.** The Appointing Authority agrees to provide and maintain, without cost, such safety equipment and protective clothing as is required by the Appointing Authority, by OSHA, or by the Federal Mine Safety and Health Administration. Employees shall bring all unsafe equipment or unsafe conditions to the attention of the employee's immediate supervisor. In the event that an employee alleges that an imminent danger exists in working conditions or equipment which exceeds the risks normally associated with the employee's position, the employee shall notify his/her supervisor of such condition. The supervisor shall make a determination as to whether or not the employee shall be required to continue the assignment or be temporarily assigned to alternate duties based on the supervisor's evaluation of the alleged imminent danger. Upon request of the employee, an Association Representative or another available bargaining unit employee shall be permitted to be present at the time the supervisor directs the employee to continue the assignment, provided the Association Representative or bargaining unit employee is available at the work site. Neither the refusal of the Association Representative nor that of another bargaining unit employee to participate, nor their unavailability because of absence, shall abridge the supervisor's right to direct the employee to perform the work. Determinations of the supervisor to continue the work shall be subsequently brought to the attention of the Safety Committee if requested by the employee or the Association and may become a proper subject for recommendation of safety policies to the Appointing Authority. Employees who use unsafe procedures or equipment, or employees who fail to use provided job-required safety equipment, shall be subject to disciplinary action as provided for in Article VII, Discipline.

Section 3. **Accident Reports.** All employees who are injured during the course of their employment shall file an accident report no matter how slight the injury, within 24 hours after the accident occurred on forms furnished by the Appointing Authority.

Section 4. **Safety Committee.** Each appointing Authority shall establish at least one (1) Safety Committee. The Safety Committee shall be comprised of one (1) Association Representative; representatives from other bargaining units; and the Appointing Authority may appoint a number of representatives equal to the total number of bargaining unit representatives. The Appointing Authority's designated Occupational Health and Safety Officer shall act as the Chairperson. The Safety Committee shall meet semi-annually and be scheduled by the Chairperson. Additional meetings may be called by the Safety Officer or by a majority of the Committee as the need may arise. All Safety Committee meetings

shall be held during normal day shift working hours on the Appointing Authority's premises and without loss of pay.

The function of the Safety Committee will be to review reports of property damage and personal injury accidents and alleged hazardous working conditions, to provide support for a strong safety program, and to review and recommend safety policies to the Appointing Authority. Employees shall bring all unsafe equipment or job conditions to the attention of the immediate supervisor. Should the unsafe condition not be corrected within a reasonable time, the employee may bring the equipment or job practice to the attention of the Safety Committee.

**Section 5. Immunizations.** Employees of the departments of Health, Agriculture, and Natural Resources, the BCA, the PCA who face a serious health risk because their work repeatedly exposes them to bacterial or viral hazards (such as, but not limited to hepatitis or rabies) shall be given the opportunity to be provided with Immunizations, if available, by the Appointing Authority. However, the Appointing Authority shall not be required to provide Immunizations to prevent the contraction of common illnesses.

**Section 6. Health Surveys.** The departments of Health, Agriculture, and Natural Resources, the BCA, and the PCA shall conduct an annual health survey for the purpose of identifying the incidence of known occupational hazards for those professional employees who by the nature of their jobs face serious health dangers through continued exposure to radiation, and toxic or hazardous chemicals.

**Section 7. Other Agencies.** Upon mutual written agreement between the Appointing Authority and the Association, the provisions of Sections 5 and 6 may be extended to professional employees in other agencies.

## ARTICLE XXIII HOUSING

**Section 1. Rental Rates.** Any employee who is required by the Appointing Authority to live in a State-owned residence as a condition of employment shall not be required to pay rent for the dwelling. Any employee who is not required by the Appointing Authority to live in a State-owned residence as a condition of employment shall pay a fair rental rate established by the Appointing Authority for the dwelling.

In the event the Appointing Authority no longer requires an employee to live in a State-owned residence as a condition of employment, the employee will be given a reasonable period of time of not less than 6 calendar months in which to find alternate housing if the employee so desires.

The Appointing Authority shall advise all employees in writing if occupancy of a particular dwelling is a condition of employment.

**Section 2. Utilities and Repairs.** The Appointing Authority shall pay all taxes on State-owned residences. If the Appointing Authority requires an employee to maintain an office in the State-owned residence, the Appointing Authority shall pay all utilities related to the operation of the office. The employee occupying the residence will be responsible for changing storm windows and screens

and routine maintenance of the grounds designated as residence property, but all necessary decorating, painting, and repairs shall be done by the Appointing Authority at no cost to the employee. Employees shall not alter any plumbing, wiring, or any roof, wall, or partition without express written approval from the Appointing Authority and may be held responsible for any damage or alteration beyond ordinary wear.

**Section 3. Garage Space.** If available, garage space may be used by the employee for his/her private vehicle without cost to the employee.

## ARTICLE XXIV WAGES

**Section 1. Salary Ranges.** The salary ranges for classifications covered by this Agreement shall be those contained in Appendix G. In the event that bargaining unit employees are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such class shall be established by the Department of Employee Relations which will advise the Association in advance of final establishment and upon request, discuss the new salary range. The salary range established by the Department shall be based on comparability and internal consistency between classes in the salary plan.

**Section 2. Conversion.** Effective July 1, 1981 all employees shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix G, except as hereafter set forth.

Employees who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new range.

In the event the July 1, 1981 maximum rate set forth in Appendix G is equal to or less than the employee's current salary, no adjustment shall be made, but employees assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of July 1, 1981.

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

**Section 3. Progression.** All increases authorized by this section shall be effective at the start of the pay period nearest to the employee's anniversary date.

Employees in classes contained in the compensation grid may receive a one-step salary increase annually on their anniversary date until reaching the "position rate" in their salary range, provided satisfactory performance is indicated by their Appointing Authority. 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 recommendation of their Appointing Authority, up to and including the maximum salary rate for their class.

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.

**Section 4. Achievement Awards.** At the Appointing Authority's discretion, an employee who has demonstrated outstanding performance may receive one achievement award per fiscal year in a lump sum amount equal to four (4) percent of the employee's current annual salary not to exceed \$1,000. In no instance during a fiscal year shall achievement awards be granted to more than 35% of the number of employees authorized at the beginning of the fiscal year.

#### **Section 5. Salary Upon Class Change.**

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

**B. Voluntary Transfer.** An employee who transfers within the same class shall receive no salary adjustment. An employee who transfers between classes shall receive the minimum adjustment necessary to bring his/her salary 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. Voluntary Demotion.** An employee who takes a voluntary demotion shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the employee's salary shall be adjusted to the new maximum. However, an employee may continue to receive a rate of pay in excess of that maximum upon the recommendation of the Appointing Authority and approval of the Commissioner of Employee Relations.

**D. 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 6. Second Year Wage Adjustment.** Effective June 30, 1982, all salary ranges and rates for classes covered in this Agreement shall be increased by six (6) percent, rounded to the nearest cent. Effective December 29, 1982, all salary ranges and rates for classes covered in this Agreement shall be increased by three (3) percent, rounded to the nearest cent.

**Section 7. Work Out of Class.** When an employee is expressly assigned to perform all of the duties of a position allocated to a different classification that is temporarily unoccupied for reasons other than one of the following:

- 1) Vacation;
- 2) Short periods of sick leave; or,
- 3) The time required, to a maximum of four weeks, for the job-filling process;

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

**Section 8. Shift Differential.** Effective July 1, 1981, 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 \$0.30 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 9. Injury on Duty.**

**A. Hazardous Occupation Injuries.** The parties recognize that employees working with residents, parolees, probationers or inmates of certain State Institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, an employee of any Department of Corrections, Department of Public Welfare, Department of Education, or Department of Veterans Affairs Institutions (including Corrections Agents of the Department of Corrections) who in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive, and/or intentional and overt act or consequences of such act of a person in the custodial control of the institution or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the employee's compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the worker's compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two-hundred and forty (240) times the employee's regular hourly rate of pay per disabling injury.

**B. Other Job-Related Injuries.** An employee may elect to use accumulated vacation or sick leave or both during a period of absence due to compensable illness or injury. Such leave may be used on the following basis:

1. Transfer of the Worker's Compensation benefits to the State to be credited to the employee's sick leave or vacation accrual in proportion to the amount of compensation received and accept sick leave or vacation time for the compensable sickness or injury; or

2. Keep the Worker's Compensation benefits and supplement same from accumulated sick leave or vacation leave.

In no event may the total rate of compensation exceed the regular compensation of the employee.

#### ARTICLE XXV CALL BACK, ON CALL

Section 1. **Call Back.** Any continuous operation employee who is called back to work by his/her supervisor after his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate overtime rate. If the call back work assignment and the employee's regular shift overlaps, the employee shall be paid the appropriate overtime rate until his/her regular shift begins. Early report or an extension of a shift shall not constitute a call back.

Section 2. **On Call.** An employee shall be in on-call status if the employee's supervisor has instructed the employee in writing to remain available to work during an off duty period. An employee who is instructed to be in on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.

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

An employee shall not receive on-call pay for hours actually worked. No employee shall be assigned to on-call status for a period of less than eight (8) consecutive hours.

#### ARTICLE XXVI WORK UNIFORMS

Section 1. **General.** Employees who are required to wear uniforms as a condition of employment shall be furnished such uniforms by the Appointing Authority. Proper maintenance of uniforms is an employee responsibility unless they are currently maintained by the Employer. Uniforms shall not be used for off-duty activity by the employee.

Section 2. **Department of Natural Resources.** Notwithstanding the provisions of Section 1, employees of the Department of Natural Resources shall receive a clothing allowance of \$150.00 annually as a draw against the Appointing Authority's stock of uniforms.

ARTICLE XXVII  
HOURS OF WORK AND OVERTIME

**Section 1. Normal Work Period.** The normal work period shall consist of eighty (80) hours of work within a two week payroll period. All paid vacation time, paid holidays, paid sick leave, paid compensatory time off, and paid leaves of absence shall be considered as "time worked" for purposes of this Article.

Employees may adjust or exchange hours with the approval of the immediate supervisor(s), provided such change does not result in the payment of overtime.

**A. Scheduling.** The Appointing Authority shall provide no less than fourteen (14) calendar days notice to the Association and the affected employee(s) prior to making a permanent change in the days of work or the length of the work day of full-time employees.

**B. Flex-time Plans.** The Appointing Authority and the Association may mutually agree to a flex-time plan. Flex-time plans in existence prior to the effective date of this Agreement may be continued. If the Appointing Authority determines to discontinue flex-time plans, the Appointing Authority shall, upon request, discuss such change with the Association prior to implementation.

**Section 2. Meal Periods.** Employees shall normally be assigned an unpaid lunch period of no less than thirty (30) minutes nor more than sixty (60) minutes near the midpoint of each day. However, the employee and his/her immediate supervisor may mutually agree to a lunch period at some other point during the day provided such lunch period shall not be taken at the beginning or end of the day. Employees who are required by their supervisor to remain in a duty status or who are assigned to perform work during meal periods shall be paid for such time at the employee's appropriate rate.

**Section 3. Rest Periods.** Employees shall normally be granted a fifteen (15) minute paid rest period during each four (4) hours of regularly scheduled work. The Employer retains the right to schedule employee rest periods to fulfill the operational needs of the various work units. Rest periods may not be accumulated nor taken at the beginning or end of the day or to extend the lunch period. Employees working beyond their normally scheduled work day shall receive a ten (10) minute rest period before they resume work whenever it is anticipated that such work shall require approximately two (2) hours.

**Section 4. Part-Time Employment.** Full-time employees desiring to work less than full-time may do so pursuant to a mutual agreement with the Appointing Authority, the Association and the employee.

**Section 5. Overtime.** Employees may receive overtime at the rate of straight-time when assigned to a special work assignment which is in addition to their normal job duties and upon having received advance approval from their Appointing Authority. Such overtime may be liquidated either in cash or compensatory time off at the option of the Appointing Authority who shall consider the desires of the employee. Employees are eligible for overtime only after completing hours of work in a pay period.

**Section 6. Compensatory Bank.** The Appointing Authority may



establish the maximum amount of hours that may be in the compensatory bank at any given time, provided the amount is not less than forty (40) hours nor more than eighty (80) hours. Those hours earned in excess of the compensatory bank maximum shall be liquidated in cash.

The compensatory bank shall be liquidated once annually on a date specified in advance by the Appointing Authority at the hourly rate of pay at which it was earned. Employees may use time in the compensatory time bank at a time mutually agreeable to the employee and the immediate supervisor. A reasonable effort shall be made to honor the employee's request, depending on the staffing needs of the employee's work unit. However, the Appointing Authority may schedule an employee to use time in the compensatory bank by written notice to the employee prior to the specified scheduled time off.

The Appointing Authority shall notify the Association within thirty (30) calendar days of the effective date of this Agreement of the maximum amount of hours that may be in the compensatory bank. Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it was earned.

**Section 7. Accumulation.** Except where there are existing collective bargaining agreements or official agency records that provide differently, all employees shall start on the effective date of this Agreement with zero accumulated compensatory time. Where existing compensatory banks are in effect, the time in the bank on the effective date of this Agreement shall not be placed in the compensatory bank specified in Section 6, and shall not be subject to the compensatory time liquidation provisions.

**Section 8. Duplication of Payment.** Overtime hours worked shall not be paid more than once for the same hours worked under any provisions of this Agreement.

## ARTICLE XXVIII EMPLOYEE RIGHTS

**Section 1. Job Classification Descriptions.** Class Specifications, as prepared by the Department of Employee Relations, shall be made available to an employee for his/her current classification/class option upon request. If a current position description for an employee exists, it too shall be made available to the employee. When new classifications/class options are established in the State service and in the bargaining unit, employees within the new classification and within that bargaining unit shall be provided with a position description by the Appointing Authority within sixty (60) calendar days after appointment to the classification.

Whenever any change in organization, creation of a new position, or change in duties and responsibilities of an employee's position makes classification/class option revision of the employee's position necessary, the employee shall be notified as soon as practicable but not later than thirty (30) calendar days after the action occurs, and upon request, the employee shall be given a opportunity to respond to the change.

**Section 2. Position Descriptions.** Upon request, an employee shall be provided with a copy of his/her position description which

describes the duties, responsibilities, goals and performance indicators for the position. Such position descriptions shall not be grievable under any provision of this Agreement.

**Section 3. Performance Appraisal.** Performance appraisal shall include as a minimum, one (1) annual performance appraisal between the employee and the person(s) designated by the Appointing Authority to review the performance.

Each performance appraisal shall indicate the employee's overall level of performance. All performance appraisals shall be signed by the evaluator and the employee shall receive a copy when the appraisal is finalized. Employees shall be given the opportunity to sign the performance appraisal but such signing does not indicate acceptance or rejection of the appraisal. The employee shall have ten (10) calendar days from the date of the receipt of the finalized appraisal to file a written response in the employee's personnel file.

**Section 4. In-Service Education.** It is recognized that in-service education and training may become necessary in order to meet the goals of the State's agencies. Consequently, employees who may be required by their Appointing Authority to participate in in-service programs and who are released from their work assignments to attend special training courses shall lose no basic straight time pay for such normal work hours, and shall be allowed compensatory time off for actual attendance at such sessions or programs that exceed the length of the normal work day, if approved in advance by the Appointing Authority. Expenses incurred by the employee shall be reimbursed in accordance with Article XVII, Expense Allowances.

**Section 5. Employee Initiated Training.** If, in the judgement of the Appointing Authority, the taking of a college course or a professional workshop or seminar will better prepare an employee to perform his/her current or projected responsibilities and staffing needs/budgetary resources permit, the employee shall, at the option of the Appointing Authority, be released without loss of pay, or accrual of additional salary, to attend the course, workshop or seminar or alternatively, be reimbursed for 75% of the tuition or workshop/seminar registration fee or a prorata combination of both release time and reimbursement. It is understood that employees must successfully complete the college course, workshop or seminar to be reimbursed.

At the discretion of the Appointing Authority, employees may also be reimbursed for expenses pursuant to Article XVII.

**Section 6. Membership in Professional Organizations.** In each fiscal year, the Appointing Authority may reimburse each employee in the bargaining unit for membership dues paid to one professional organization related to the employee's job, up to a maximum of fifty dollars (\$50.00), provided the Appointing Authority determines that such funds are available. However, the Appointing Authority will not reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of employees with the Employer.

ARTICLE XXIX  
WORK RULES

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

ARTICLE XXX  
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 revisions shall be considered void, but all other valid provisions shall remain in full force and effect.

ARTICLE XXXI  
CESSATION OF COLLECTIVE BARGAINING

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not excluded by law, rule or regulation from meeting and negotiating, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association agree that for the duration of this Agreement, the said parties shall not engage in further collective bargaining respecting the terms and conditions of employment of the employees represented by the Association, even though a subject or matter may have not been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement, except upon mutual written consent of the Employer and the Association. This does not restrict the parties from negotiating a Successor Agreement.

ARTICLE XXXII  
DURATION

The provisions of this Agreement cancel and take the place of all previous Agreements and shall become effective on July 1, 1981 subject to the acceptance of the acceptance of the Seventy-Secc

(72nd) session of the Legislature or the Legislative Commission on Employee Relations and shall remain in full force and effect through the 30th day of June, 1983.

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

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

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

In witness thereof, the parties hereto have set their hands  
this                      day of                      , 1981.

FOR THE ASSOCIATION

FOR THE EMPLOYER

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

## APPENDIX A - VACATION

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

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

No. of 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 Years
Less than 9.5	0	0	0	0	0
At Least 9.5 but less than 19.5	3/4	1	1.25	1.50	1.50
At Least 19.5 but less than 29.5	1	1.25	1.75	2	2
At least 29.5 but less than 39.5	1.50	2	2.75	3	3
At least 39.5 but less than 49.5	2	2.50	3.50	3.75	4
At least 49.5 but less than 59.5	2.50	3.25	4.50	4.75	5
At least 59.5 but less than 69.5	3	3.75	5.25	5.75	6
At least 69.5 but less than 79.5	3.50	4.50	6.25	6.75	7
At least 79.5	4	5	7	7.50	8

## APPENDIX B - HOLIDAYS

Eligible employees who normally work less than full-time and eligible intermittent employees, temporary employees, and non-tenured laborers shall have their holiday pay prorated on the following basis:

Hours that would have been worked during the pay period had there been no holiday.	Holiday hours earned for each holiday in the pay period
Less than 9.5	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

#### APPENDIX C - SICK LEAVE

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

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

Number of Hours Worked During Pay Period	Less than 900 Hours	900 Hours and Maintained
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

## APPENDIX D

Below is a list of seniority units for Unit #14, Professional Employees, as of the effective date of this Agreement.

<u>STATE AGENCY</u>	<u>SENIORITY UNIT</u>
Abstractor's Bd. of Examiners	Statewide
Accountancy Board	Statewide
Administration	Statewide
Agriculture	Statewide
Animal Health Board	Statewide
Architecture, Engineering, Land Surveying and Landscape	Statewide
Architecture Board	Statewide
Arts Board	Statewide
Attorney General	Statewide
Auditor	Statewide
Barber Exam Board	Statewide
Capitol Area Architectural and Planning Board	Statewide
Chiropractic Examining Board	Statewide
Commerce and the following Boards	
Boxing Board	
Cosmetology Board	
Peace Officers Standards and Training Board	Statewide
Community College System	Each Community College and the System Office (including Computer Center)
Corrections	Thistledew Camp Willow River Camp MCF-Shakopee MCF-Lino Lakes MCF-Sauk Center MCF-Red Wing MCF-St Cloud MCF-Stillwater Oak Park Heights Ramsey Medical Unit Central Office and Community Services
Council for Spanish Speaking People	Statewide
Council for the Handicapped	Statewide
Council on Black Minnesotans	Statewide
Crime Control Planning Bd.	Reorganization In Progress
Dentistry Board	Statewide
Economic Development	Reorganization In Progress
Economic Security	Statewide

STATE AGENCYSENIORITY UNIT

Education

Central Office  
Faribault Residential  
Schools (Braille  
and Deaf)

Electricity Board

Statewide

Energy Agency

Reorganization in  
Progress

Ethical Practices Board

Statewide

Finance

Statewide

Health

Statewide

Hearings Examiner

Statewide

Higher Education Coord. Bd.

Statewide

Higher Education Facilities

Statewide

Authority

Statewide

Housing Finance Agency

Statewide

Human Rights

Statewide

Indian Affairs Intertribal Bd.

Statewide

Investment Board

Statewide

Iron Range Resources and

Rehabilitation Board

Statewide

Labor and Industry

Statewide

Medical Examiners Board

Statewide

Military Affairs

Statewide

Minnesota Educational Computing

Consortium

Statewide

Minnesota State Retirement

System

Statewide

Municipal Board

Statewide

Natural Resources

Statewide

Nursing Board

Statewide

Nursing Home Administrators

Statewide

Ombudsman - Corrections

Statewide

Optometry Board

Statewide

Pharmacy Board

Statewide

Planning Agency

Reorganization in  
Progress

Pollution Control Agency

Statewide

Podiatry Board

Statewide

Psychology Board

Statewide

Public Safety

Statewide

Public Services

Statewide

Public Utilities Commission

Statewide

Public Welfare

Anoka State Hospital  
Ah-Gwah-Ching Nursing  
Home

Brainerd State Hospital

Cambridge State Hospital

Faribault State Hospital

Fergus Falls State Hosp.

Moose Lake State Hospital

Oak Terrace Nursing Home

Rochester State Hospital

Minnesota Security Hosp.

St Peter State Hospital

Willmar State Hospital

DPW, Central Office

Statewide

Statewide

Revenue

Secretary of State



Sentencing Guidelines Commission	Statewide
Southern Minnesota River Basin Board	Statewide
State University System	Each University and the Central Office
Tax Court	Statewide
Teachers Retirement Assn.	Statewide
Transportation	Statewide
Treasurer	Statewide
Veterans Affairs (Including Big Island Camp, Minneapolis Home, and Hastings Home)	Statewide
Veterinary Medicine Board	Statewide
Voyageur National Park Citizens	Statewide
Waste Management Board	Statewide
Watchmaking Examiners Board	Statewide
Water Commission Planning Bd.	Statewide
Water Planning Board	Statewide
Water Resources Board	Statewide
Zoological Gardens	Statewide

The Employer and the Association agree that the above-list seniority units may be added to, subtracted from, merged, eliminated.

# APPENDIX E - INSURANCE PLANS AND INFORMATION

Health and Dental Insurance Plan rates and employee costs for policy year October 7, 1981 - October 6, 1982.

In general the Employer will pay \$56.06 per month or \$25.87 per bi-weekly pay period toward the cost of employee health insurance and \$76.94 per month or \$35.51 per bi-weekly pay period toward the cost of dependent coverage. The full employee cost of dental coverage and one-half of the cost of dependent dental coverage will be paid by the Employer.

Plan	Bi-Weekly Rates Employee Coverage	Dep. Coverage	Bi-Weekly Employee Coverage	Employee Cost Dep. Cvrg.	Both
Blue Cross					
Blue Shield	25.87	35.51	0	0	0
Central MN					
Group Health	22.89	33.88	0	0	0
Coordinated					
Health Care	19.50	32.58	0	0	0
Group Health					
Assn. of NE					
Minnesota	28.62	35.03	2.75	0	2.75
Group Health					
Plan, Inc.	22.73	31.24	0	0	0
HMO Minnesota	26.25	42.01	.38	6.50	6.88
Med Center	22.66	41.23	0	5.72	5.72
Nicollet/Eitel	22.15	39.39	0	3.88	3.88
Physicians					
Health Plan	27.17	44.31	1.30	8.80	10.10
SHARE	23.19	36.98	0	1.47	1.47
Delta Dental or					
Group Health					
Dental	3.87	8.84	0	4.42	4.42

Detailed information on insurance plan benefits can be obtained from:

Department of Employee Relations  
Employee Insurance  
Third Floor  
Space Center Building  
Saint Paul, Minnesota 55101  
612-296-2457

APPENDIX F-I  
COMPENSATION GRID, SERIES A  
EFFECTIVE JULY 1, 1981

Step Range	A	B	C	D	E	F	G	H	I	J
	01	02	03	04	05	06	07	08	09	10
01	14,073 1173 6.74	14,574 1215 6.98	15,138 1262 7.25	15,660 1305 7.50	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14
02	14,574 1215 6.98	15,138 1262 7.25	15,660 1305 7.50	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46
03	15,138 1262 7.25	15,660 1305 7.50	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79
04	15,660 1305 7.50	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13
05	16,182 1349 7.75	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49
06	16,704 1392 8.00	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87
07	17,268 1439 8.27	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27

08	17,852 1488 8.55	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	A M H
09	18,458 1538 8.84	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	A M H
10	19,084 1590 9.14	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	A M H
11	19,752 1646 9.46	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	A M H
12	20,442 1703 9.79	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	A M H
13	21,151 1763 10.13	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	A M H
14	21,903 1825 10.49	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	A M H
15	22,697 1891 10.87	23,532 1961 11.27	24,367 2031 11.67	25,244 2104 12.09	26,184 2182 12.54	27,123 2260 12.99	28,104 2342 13.46	29,128 2427 13.95	30,172 2514 14.45	31,341 2612 15.01	A M H

Step Range	A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10	
16	23,532	24,367	25,244	26,184	27,123	28,104	29,128	30,172	31,341	32,510	A
	1961	2031	2104	2182	2260	2342	2427	2514	2612	2709	M
	11.27	11.67	12.09	12.54	12.99	13.46	13.95	14.45	15.01	15.57	H
17	24,367	25,244	26,184	27,123	28,104	29,128	30,172	31,341	32,510	33,700	A
	2031	2104	2182	2260	2342	2427	2514	2612	2709	2808	M
	11.67	12.09	12.54	12.99	13.46	13.95	14.45	15.01	15.57	16.14	H
18	25,244	26,184	27,123	28,104	29,128	30,172	31,341	32,510	33,700	34,995	A
	2104	2182	2260	2342	2427	2514	2612	2709	2808	2916	M
	12.09	12.54	12.99	13.46	13.95	14.45	15.01	15.57	16.14	16.76	H
19	26,184	27,123	28,104	29,128	30,172	31,341	32,510	33,700	34,995	36,206	A
	2182	2260	2342	2427	2514	2612	2709	2808	2916	3017	M
	12.54	12.99	13.46	13.95	14.45	15.01	15.57	16.14	16.76	17.34	H
20	27,123	28,104	29,128	30,172	31,341	32,510	33,700	34,995	36,206	37,480	A
	2260	2342	2427	2514	2612	2709	2808	2916	3017	3123	M
	12.99	13.46	13.95	14.45	15.01	15.57	16.14	16.76	17.34	17.95	H
21	28,104	29,128	30,172	31,341	32,510	33,700	34,995	36,206	37,480	38,837	A
	2342	2427	2514	2612	2709	2808	2916	3017	3123	3236	M
	13.46	13.95	14.45	15.01	15.57	16.14	16.76	17.34	17.95	18.60	H
22	29,128	30,172	31,341	32,510	33,700	34,995	36,206	37,480	38,837	40,257	A
	2427	2514	2612	2709	2808	2916	3017	3123	3236	3355	M
	13.95	14.45	15.01	15.57	16.14	16.76	17.34	17.95	18.60	19.28	H
23	30,172	31,341	32,510	33,700	34,995	36,206	37,480	38,837	40,257	41,676	A
	2514	2612	2709	2808	2916	3017	3123	3236	3355	3473	M
	14.45	15.01	15.57	16.14	16.76	17.34	17.95	18.60	19.28	19.96	H

24	31,341 2612 15.01	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	A M H
25	32,510 2709 15.57	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	A M H
26	33,700 2808 16.14	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	A M H
27	34,995 2916 16.76	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	48,066 4005 23.02	A M H
28	36,206 3017 17.34	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	48,066 4005 23.02		A M H
29	37,480 3123 17.95	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	48,066 4005 23.02			A M H
30	38,837 3236 18.60	40,257 3355 19.28	41,676 3473 19.96	43,180 3598 20.68	44,746 3729 21.43	46,374 3865 22.21	48,066 4005 23.02				A M H

APPENDIX F-2  
COMPENSATION GRID, SERIES A  
EFFECTIVE JUNE 30, 1982

Step Range	A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10	
01	14,908	15,451	16,036	16,600	17,142	17,706	18,312	18,917	19,565	20,233	A
	1242	1288	1336	1383	1429	1476	1526	1576	1630	1686	M
	7.14	7.40	7.68	7.95	8.21	8.48	8.77	9.06	9.37	9.69	H
02	15,451	16,036	16,600	17,142	17,706	18,312	18,917	19,565	20,233	20,943	A
	1288	1336	1383	1429	1476	1526	1576	1630	1686	1745	M
	7.40	7.68	7.95	8.21	8.48	8.77	9.06	9.37	9.69	10.03	H
03	16,036	16,600	17,142	17,706	18,312	18,917	19,565	20,233	20,943	21,673	A
	1336	1383	1429	1476	1526	1576	1630	1686	1745	1806	M
	7.68	7.95	8.21	8.48	8.77	9.06	9.37	9.69	10.03	10.38	H
04	16,600	17,142	17,706	18,312	18,917	19,565	20,233	20,943	21,673	22,425	A
	1383	1429	1476	1526	1576	1630	1686	1745	1806	1869	M
	7.95	8.21	8.48	8.77	9.06	9.37	9.69	10.03	10.38	10.74	H
05	17,142	17,706	18,312	18,917	19,565	20,233	20,943	21,673	22,425	23,219	A
	1429	1476	1526	1576	1630	1686	1745	1806	1869	1935	M
	8.21	8.48	8.77	9.06	9.37	9.69	10.03	10.38	10.74	11.12	H
06	17,706	18,312	18,917	19,565	20,233	20,943	21,673	22,425	23,219	24,054	A
	1476	1526	1576	1630	1686	1745	1806	1869	1935	2004	M
	8.48	8.77	9.06	9.37	9.69	10.03	10.38	10.74	11.12	11.52	H
07	18,312	18,917	19,565	20,233	20,943	21,673	22,425	23,219	24,054	24,952	A
	1526	1576	1630	1686	1745	1806	1869	1935	2004	2079	M
	8.77	9.06	9.37	9.69	10.03	10.38	10.74	11.12	11.52	11.95	H

08	18,917 1576 9.06	19,565 1630 9.37	20,233 1686 9.69	20,943 1745 10.03	21,673 1806 10.38	22,425 1869 10.74	23,219 1935 11.12	24,054 2004 11.52	24,952 2079 11.95	25,829 2152 12.37	A M H
09	19,565 1630 9.37	20,233 1686 9.69	20,943 1745 10.03	21,673 1806 10.38	22,425 1869 10.74	23,219 1935 11.12	24,054 2004 11.52	24,952 2079 11.95	25,829 2152 12.37	26,768 2231 12.82	A M H
10	20,233 1686 9.69	20,943 1745 10.03	21,673 1806 10.38	22,425 1869 10.74	23,219 1935 11.12	24,054 2004 11.52	24,952 2079 11.95	25,829 2152 12.37	26,768 2231 12.82	27,750 2312 13.29	A M H
11	20,943 1745 10.03	21,673 1806 10.38	22,425 1869 10.74	23,219 1935 11.12	24,054 2004 11.52	24,952 2079 11.95	25,829 2152 12.37	26,768 2231 12.82	27,750 2312 13.29	28,752 2396 13.77	A M H
12	21,673 1806 10.38	22,425 1869 10.74	23,219 1935 11.12	24,054 2004 11.52	24,952 2079 11.95	25,829 2152 12.37	26,768 2231 12.82	27,750 2312 13.29	28,752 2396 13.77	29,796 2483 14.27	A M H
13	22,425 1869 10.74	23,219 1935 11.12	24,054 2004 11.52	24,952 2079 11.95	25,829 2152 12.37	26,768 2231 12.82	27,750 2312 13.29	28,752 2396 13.77	29,796 2483 14.27	30,882 2573 14.79	A M H
14	23,219 1935 11.12	24,054 2004 11.52	24,952 2079 11.95	25,829 2152 12.37	26,768 2231 12.82	27,750 2312 13.29	28,752 2396 13.77	29,796 2483 14.27	30,882 2573 14.79	31,988 2666 15.32	A M H
15	24,054 2004 11.52	24,952 2079 11.95	25,829 2152 12.37	26,768 2231 12.82	27,750 2312 13.29	28,752 2396 13.77	29,796 2483 14.27	30,882 2573 14.79	31,988 2666 15.32	33,220 2768 15.91	A M H
16	24,952 2079 11.95	25,829 2152 12.37	26,768 2231 12.82	27,750 2312 13.29	28,752 2396 13.77	29,796 2483 14.27	30,882 2573 14.79	31,988 2666 15.32	33,220 2768 15.91	34,452 2871 16.50	A M H



Step Range	A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10
17	25,829 2152 12.37	26,768 2231 12.82	27,750 2312 13.29	28,752 2396 13.77	29,796 2483 14.27	30,882 2573 14.79	31,988 2666 15.32	33,220 2768 15.91	34,452 2871 16.50	35,726 2977 17.11
18	26,768 2231 12.82	27,750 2312 13.29	28,752 2396 13.77	29,796 2483 14.27	30,882 2573 14.79	31,988 2666 15.32	33,220 2768 15.91	34,452 2871 16.50	35,726 2977 17.11	37,104 3092 17.77
19	27,750 2312 13.29	28,752 2396 13.77	29,796 2483 14.27	30,882 2573 14.79	31,988 2666 15.32	33,220 2768 15.91	34,452 2871 16.50	35,726 2977 17.11	37,104 3092 17.77	38,377 3198 18.38
20	28,752 2396 13.77	29,796 2483 14.27	30,882 2573 14.79	31,988 2666 15.32	33,220 2768 15.91	34,452 2871 16.50	35,726 2977 17.11	37,104 3092 17.77	38,377 3198 18.38	39,735 3311 19.03
21	29,796 2483 14.27	30,882 2573 14.79	31,988 2666 15.32	33,220 2768 15.91	34,452 2871 16.50	35,726 2977 17.11	37,104 3092 17.77	38,377 3198 18.38	39,735 3311 19.03	41,175 3431 19.72
22	30,882 2573 14.79	31,988 2666 15.32	33,220 2768 15.91	34,452 2871 16.50	35,726 2977 17.11	37,104 3092 17.77	38,377 3198 18.38	39,735 3311 19.03	41,175 3431 19.72	42,679 3557 20.44
23	31,988 2666 15.32	33,220 2768 15.91	34,452 2871 16.50	35,726 2977 17.11	37,104 3092 17.77	38,377 3198 18.38	39,735 3311 19.03	41,175 3431 19.72	42,679 3557 20.44	44,182 3682 21.16
24	33,220 2768 15.91	34,452 2871 16.50	35,726 2977 17.11	37,104 3092 17.77	38,377 3198 18.38	39,735 3311 19.03	41,175 3431 19.72	42,679 3557 20.44	44,182 3682 21.16	45,769 3814 21.92

25	34,452 2871 16.50	35,726 2977 17.11	37,104 3092 17.77	38,377 3198 18.38	39,735 3311 19.03	41,175 3431 19.72	42,679 3557 20.44	44,182 3682 21.16	45,769 3814 21.92	47,439 3953 22.72	A M H
26	35,726 2977 17.11	37,104 3092 17.77	38,377 3198 18.38	39,735 3311 19.03	41,175 3431 19.72	42,679 3557 20.44	44,182 3682 21.16	45,769 3814 21.92	47,439 3953 22.72	49,152 4096 23.54	A M H
27	37,104 3092 17.77	38,377 3198 18.38	39,735 3311 19.03	41,175 3431 19.72	42,679 3557 20.44	44,182 3682 21.16	45,769 3814 21.92	47,439 3953 22.72	49,152 4096 23.54	50,947 4246 24.40	A M H
28	38,377 3198 18.38	39,735 3311 19.03	41,175 3431 19.72	42,679 3557 20.44	44,182 3682 21.16	45,769 3814 21.92	47,439 3953 22.72	49,152 4096 23.54	50,947 4246 24.40		A M H
29	39,735 3311 19.03	41,175 3431 19.72	42,679 3557 20.44	44,182 3682 21.16	45,769 3814 21.92	47,439 3953 22.72	49,152 4096 23.54	50,947 4246 24.40			A M H
30	41,175 3431 19.72	42,679 3557 20.44	44,182 3682 21.16	45,769 3814 21.92	47,439 3953 22.72	49,152 4096 23.54	50,947 4246 24.40				A M H

APPENDIX F-3  
COMPENSATION GRID, SERIES A  
EFFECTIVE DECEMBER 29, 1982

Step Range	A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10
01	15,347 1279 7.35	15,911 1326 7.62	16,516 1376 7.91	17,101 1425 8.19	17,664 1472 8.46	18,228 1519 8.73	18,855 1571 9.03	19,481 1623 9.33	20,149 1679 9.65	20,838 1737 9.98
02	15,911 1326 7.62	16,516 1376 7.91	17,101 1425 8.19	17,664 1472 8.46	18,228 1519 8.73	18,855 1571 9.03	19,481 1623 9.33	20,149 1679 9.65	20,838 1737 9.98	21,569 1797 10.33
03	16,516 1376 7.91	17,101 1425 8.19	17,664 1472 8.46	18,228 1519 8.73	18,855 1571 9.03	19,481 1623 9.33	20,149 1679 9.65	20,838 1737 9.98	21,569 1797 10.33	22,321 1860 10.69
04	17,101 1425 8.19	17,664 1472 8.46	18,228 1519 8.73	18,855 1571 9.03	19,481 1623 9.33	20,149 1679 9.65	20,838 1737 9.98	21,569 1797 10.33	22,321 1860 10.69	23,093 1924 11.06
05	17,664 1472 8.46	18,228 1519 8.73	18,855 1571 9.03	19,481 1623 9.33	20,149 1679 9.65	20,838 1737 9.98	21,569 1797 10.33	22,321 1860 10.69	23,093 1924 11.06	23,908 1992 11.45
06	18,228 1519 8.73	18,855 1571 9.03	19,481 1623 9.33	20,149 1679 9.65	20,838 1737 9.98	21,569 1797 10.33	22,321 1860 10.69	23,093 1924 11.06	23,908 1992 11.45	24,785 2065 11.87
07	18,855 1571 9.03	19,481 1623 9.33	20,149 1679 9.65	20,838 1737 9.98	21,569 1797 10.33	22,321 1860 10.69	23,093 1924 11.06	23,908 1992 11.45	24,785 2065 11.87	25,703 2142 12.31

08	19,481 1623 9.33	20,149 1679 9.65	20,838 1737 9.98	21,569 1797 10.33	22,321 1860 10.69	23,093 1924 11.06	23,908 1992 11.45	24,785 2065 11.87	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99
09	20,149 1679 9.65	20,838 1737 9.98	21,569 1797 10.33	22,321 1860 10.69	23,093 1924 11.06	23,908 1992 11.45	24,785 2065 11.87	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99	
10	20,838 1737 9.98	21,569 1797 10.33	22,321 1860 10.69	23,093 1924 11.06	23,908 1992 11.45	24,785 2065 11.87	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99		
11	21,569 1797 10.33	22,321 1860 10.69	23,093 1924 11.06	23,908 1992 11.45	24,785 2065 11.87	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99			
12	22,321 1860 10.69	23,093 1924 11.06	23,908 1992 11.45	24,785 2065 11.87	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99				
13	23,093 1924 11.06	23,908 1992 11.45	24,785 2065 11.87	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99					
14	23,908 1992 11.45	24,785 2065 11.87	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99						
15	24,785 2065 11.87	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99							
16	25,703 2142 12.31	26,601 2217 12.74	27,562 2297 13.20	28,583 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99								

Step Range	A 01	B 02	C 03	D 04	E 05	F 06	G 07	H 08	I 09	J 10
17	26,601 2217 12.74	27,562 2297 13.20	28,585 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99	36,791 3066 17.62
18	27,562 2297 13.20	28,585 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99	36,791 3066 17.62	38,210 3184 18.30
19	28,585 2382 13.69	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99	36,791 3066 17.62	38,210 3184 18.30	39,526 3294 18.93
20	29,608 2467 14.18	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99	36,791 3066 17.62	38,210 3184 18.30	39,526 3294 18.93	40,925 3410 19.60
21	30,694 2558 14.70	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99	36,791 3066 17.62	38,210 3184 18.30	39,526 3294 18.93	40,925 3410 19.60	42,407 3534 20.31
22	31,800 2650 15.23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99	36,791 3066 17.62	38,210 3184 18.30	39,526 3294 18.93	40,925 3410 19.60	42,407 3534 20.31	43,952 3663 21.05
23	32,949 2746 15.78	34,222 2852 16.39	35,475 2956 16.99	36,791 3066 17.62	38,210 3184 18.30	39,526 3294 18.93	40,925 3410 19.60	42,407 3534 20.31	43,952 3663 21.05	45,498 3791 21.79
24	34,222 2852 16.39	35,475 2956 16.99	36,791 3066 17.62	38,210 3184 18.30	39,526 3294 18.93	40,925 3410 19.60	42,407 3534 20.31	43,952 3663 21.05	45,498 3791 21.79	47,147 3929 22.58

25	35,475 2956 16.99	36,791 3066 17.62	38,210 3184 18.30	39,526 3294 18.93	40,925 3410 19.60	42,407 3534 20.31	43,952 3663 21.05	45,498 3791 21.79	47,147 3929 22.58	48,859 4072 23.40	A M H
26	36,791 3066 17.62	38,210 3184 18.30	39,526 3294 18.93	40,925 3410 19.60	42,407 3534 20.31	43,952 3663 21.05	45,498 3791 21.79	47,147 3929 22.58	48,859 4072 23.40	50,534 4220 24.25	A M H
27	38,210 3184 18.30	39,526 3294 18.93	40,925 3410 19.60	42,407 3534 20.31	43,952 3663 21.05	45,498 3791 21.79	47,147 3929 22.58	48,859 4072 23.40	50,534 4220 24.25	52,471 4373 25.13	A M H
28	39,526 3294 18.93	40,925 3410 19.60	42,407 3534 20.31	43,952 3663 21.05	45,498 3791 21.79	47,147 3929 22.58	48,859 4072 23.40	50,534 4220 24.25	52,471 4373 25.13		A M H
29	40,925 3410 19.60	42,407 3534 20.31	43,952 3663 21.05	45,498 3791 21.79	47,147 3929 22.58	48,859 4072 23.40	50,534 4220 24.25	52,471 4373 25.13			A M H
30	42,407 3534 20.31	43,952 3663 21.05	45,498 3791 21.79	47,147 3929 22.58	48,859 4072 23.40	50,534 4220 24.25	52,471 4373 25.13				A M H

APPENDIX G  
SALARY PLAN, GENERAL PROFESSIONAL UNIT  
EFFECTIVE JULY 1, 1981

Class Code	Title	Comp Code
002088	Accessibility Specialist	101
000004	Accounting Officer	04G
000979	Accounting Officer Inter	071
000633	Accounting Officer Senior	101
001821	Admin. Special Services Coord.	101
008363	Admin Asst. (Pub Util Comm)	141
001966	Adult Education Coordinator	04G
001447	Affirmative Action Officer 1	04G
001448	Affirmative Action Officer 2	071
001449	Affirmative Action Officer 3	101
001450	Affirmative Action Officer 4	141
008844	Agribusiness Dev Spec-Econ Dev	14J
000944	Agric Marketing Develop Rep	101
001824	Agric Marketing Economist	161
002010	Agric Marketing Specialist	04G
000014	Agric Marketing Specialist Senior	121
002276	Alumni Coordinator	071
002117	Analytical Laboratory Spec	101
001907	Animal Health Specialist	03G
001437	Appeals Examiner	161
001431	Appeals Examiner Senior	181
000851	Appraiser	08G
000023	Appraiser Senior	111
001517	Apprenticeship Training Asst. Dir.	141
000026	Apprenticeship Training Field Rep	091
001068	Apprent Training Field Rep Senior	111
000029	Architect	21H
000976	Area Electrical Supervisor	101
001635	Arts Board Representative	04G
001636	Arts Board Representative Senior	071
001306	Arts Program Coordinator	11H
008308	Asst. Executive Director Indian Affairs	111
000100	Audiologist	101
000102	Auditor	04G
000978	Auditor Intermediate	071
001067	Auditor Principal	121
000636	Auditor Senior	101
000110	Aviation Representative	131
001396	Aviation Representative Senior	151
000111	Bacteriologist	04G
001478	Bacteriologist Intermediate	071
001493	Behavior Analyst 1	04G
001495	Behavior Analyst 3	101
000564	Biologist	04G
000120	Boiler Inspector 1	09G
000121	Boiler Inspector 2	131
000129	Budget Analyst 1	04G
000130	Budget Analyst 2	101
000638	Budget Representative Senior	141
001093	Building Code Inspector	131

Class Code	Title	Comp Code
000140	Buyer 1	04G
000141	Buyer 2	081
001426	Cable Communications Specialist 2	101
001973	Casualty Actuary	27J
008800	Chaplain	111
000153	Chemist	04G
001477	Chemist Intermediate	071
000497	Chief of Rehab Therapies Services	161
000754	Chief of Volunteer Services	141
000165	Chief Pollution Control Engineer	22G
002215	Child Nutrition Grants Spec	07J
001376	College Center Program Coordinator	04G
001514	College Laboratory Service Spec	04G
000401	College Recorder	04G
002279	Communication Center Program Coordinator	061
002064	Communication Center Specialist	04G
002150	Community College Registration Coordinator	071
002231	Community Corrections Act Admin.	141
000866	Community Development Spec 1	04G
000867	Community Development Spec 2	141
000868	Community Development Spec 3	181
000831	Community Liaison Rep	04G
002052	Community Services Program Spec 1	04G
002053	Community Services Program Spec 2	071
001061	Consumer Services Invest 1	04G
001479	Consumer Services Invest 2	071
001817	Consumer Util Advoc Unit Anal	141
001815	Consumer Util Advoc Unit Anal	151
001816	Consumer Util Advoc Unit Anal	101
001844	Cooperative Development Spec	101
008876	Coordinator Econ Policy and Plan	161
002057	Correctional Industry Cred Off	071
002058	Correctional Industry Sales Spv	101
001911	Correctional Inst Educ Advisor	101
001918	Correctional Inst Educ Spec	141
001683	Correctional Security Caseworker	08J
001903	Correctional Security Caseworker Career	11J
000206	Corrections Agent	04G
001051	Corrections Agent Career	10J
000643	Corrections Agent Senior	07J
002234	Corrections Hearing Officer 1	121
002252	Corrections Hearing Officer 2	151
002087	Corrections Indian Liaison Officer	101
008515	Corrections Indus Market Spec	151
000548	Corrections Indus Sales Exec	041
008538	Corr Internal Affairs Invest	121
002136	Corrects Prog & Pcy Monitor	121
000214	Crime Laboratory Analyst 1	091
000215	Crime Laboratory Analyst 2	12J
001429	Crime Laboratory Analyst 3	15J
002235	CJIS Training Officer 1	04G
002236	CJIS Training Officer 2	071
000216	Curriculum Editor	04G
002271	Deferred Compensation Rep	101
001615	Dental Hygiene Prog Supv	101
001461	Detention Facilities Inspector	101



Class Code	Title	Comp Code
008463	Developmental Planning Program Director	201
002239	Dietitian Specialist	111
000234	Dietitian 1	071
008436	Dir Chaplinary Services - Corr	141
000871	Disability Examiner	04G
001387	Disability Quality Assur Spec	101
000870	Disability Specialist	071
001079	Drug and Alcohol Program Associate Director	151
001080	Drug Dependency Education Coordinator	101
001042	Economic Development Rep	04G
001789	Economic Opportunity Program Spec 1	04H
001790	Economic Opportunity Program Spec 2	071
001791	Economic Opportunity Program Spec 3	101
000278	Economic Security Interviewer	04H
002173	Economic Security Title V Coordinator	121
000780	EDP Computer Programmer	061
002267	EDP Info Systems Technical Manager	181
002105	EDP Info Syst Training & Development Off	16J
001888	EDP Programmer/Analyst	13J
000781	EDP Senior Programmer	091
000186	EDP Staff Specialist	16J
000258	Education Specialist 1	101
000259	Education Specialist 2	151
000956	Education Voc Program Supv	151
000262	Election Procedures Advisor	04G
000775	Electrical Examiner	121
001963	Electrical Services Oper Analyst	071
000170	Emergency Services Opns and Plans Off	081
001698	Emergency Services Regional Coordinator	081
000468	Emergency Services Training Officer 1	04G
000171	Emergency Services Training Officer 2	081
000794	Employability Development Spec	121
001409	Employee Development Spec 1	04G
001410	Employee Development Spec 2	071
000996	Employee Development Spec 3	101
001411	Employee Development Supv 2	141
001793	Empl and Training Program Spec 1	04H
001794	Empl and Training Program Spec 2	071
001795	Empl and Training Program Spec 3	101
000274	Employment Counselor	04H
000926	Employment Counselor Senior	071
000872	Employment Counselor Supervisor	101
001056	Employment Svcs Contract Spec	071
000786	Employment Svcs Specialist	071
001533	Energy Specialist	04G
001862	Energy Specialist Intermediate	071
001930	Epidemiologist 1	121
001587	Equal Opportunity Specialist	04G
008165	Exec Sec Boxing Board	041
008172	Exec Sec Chiropractic Exam Board	061
008168	Exec Sec Optometry Board	071
008868	Exec Sec Veterinary Medicine Board	181
001664	Exhibit Designer	121
001643	Financial Aids Director	101
001642	Financial Aids Officer	04G

Class Code	Title	Comp Code
002247	Financial Inst Analyst	141
002244	Financial Inst Asst Examiner	04G
002245	Financial Inst Examiner	101
002246	Financial Inst Examiner Senior	121
001482	Financial Inst Examiner Examiner 3	071
002043	Financial Reporting Analyst	121
008870	Fiscal and Record Administrator	101
002210	Forensic Photographer	101
000310	Geneticist	181
003311	Geologist	081
002241	Grants Program Coordinator	131
000337	Health Educator 1	04G
000338	Health Educator 2	071
001606	Health Facility Evaluator 1	04G
001607	Health Facility Evaluator 2	071
001307	Health Physicist 1	121
008822	Health Planner	221
008832	Health Program Representative	04G
001377	Health Program Representative Intermediate	071
000833	Health Program Representative Senior	101
000368	Health Services Analyst 1	04G
000369	Health Services Analyst 2	071
001776	Health Services Analyst 3	101
001443	Housing Development Off	04G
001557	Housing Development Off Intermediate	071
001444	Housing Development Officer Senior	101
001611	Housing Finance Const Spec	161
002133	Housing Financial Analyst	161
000900	Human Rights Enforcement Officer	04G
001946	Human Rights Enforcement Officer Intermediate	081
001722	Human Rights Investigative Supv	081
000955	Hydrologist 1	09E
000958	Hydrologist 2	121
000959	Hydrologist Senior	161
000375	Identification Officer	13J
001691	Indian Affairs Representative	071
001934	Indian Educ Scholarship Spec	071
000380	Industrial Development Field Rep	101
000381	Industrial Economist	141
001438	Industrial Hygenist	161
001822	Industrial Hygenist Associate	081
002059	Industry Development Admin	121
002266	Information and Publications Coordinator	141
002063	Information and Referral Spec	04H
001314	Information Officer 1	04G
000647	Information Officer 2	071
000577	Information Officer 3	101
002045	Inmate Personnel Specialist	071
000953	Institution Community Relations Coordinator	071
000133	Institutions Building Maintenance Advisor	15G
001013	Instruct Communications Eng Chf	17G
000394	Insurance Analyst	101
000815	Insurance Investigator	04G
001971	Insurance Regulatory Analyst	081
000814	International Trade Rep	141

Class Code	Title	Comp Code
001621	Interpretative Naturalist	071
001937	Interpreter/Sign Language	071
008805	Investment Analyst	161
008804	Investment Analyst Int	191
008537	Investment Analyst Junior	101
008799	Investment Analyst Senior	211
002201	Job Service Prog Specialist 2	101
002202	Job Service Prog Specialist 3	121
001016	Labels and Standards Examiner	101
000406	Labor Investigator	04G
001069	Labor Investigator Senior	081
001374	Labor Standards Asst Director	11H
002175	Laboratory Certif and Devel Spec	101
002269	Land Use Planning Director	181
000418	Landscape Architect	081
002221	Landscape Design Coordinator	161
001593	Lease Specialist	131
000428	Librarian	061
001393	Librarian Senior	091
000823	Life Actuary	22H
001758	Loan and Contract Officer	101
002018	Local Government Audit Director	181
002014	Local Government Auditor	07E
002015	Local Government Auditor Intermediate	101
001017	Local Government Auditor Prin	141
002016	Local Government Auditor Senior	121
000006	Management Analyst	04G
001528	Management Analyst Inter	071
000634	Management Analyst Prin	141
000893	Management Analyst Senior	101
000455	Medical Technologist 1	051
001832	Microparticulate Analyst 1	04G
001833	Microparticulate Analyst 2	071
001921	Microparticulate Analyst Senior	101
000460	Migrant Labor Counselor	04G
001530	Migrant Services Coordinator	121
002092	Mineland Reclamation Spec	071
001772	Mineral Lease Specialist	12E
001773	Mineral Lease Supervisor	181
002152	Mineral Operations Technician	131
001927	Minerals Potential Geologist	121
000472	Mortuary Standards Supervisor	121
002080	Music Therapist	04G
002081	Music Therapist Senior	061
000817	Natl Industrial Devel Field Rep	141
001407	Natural Res Comm Liaison Officer	101
002309	Nat Res Forest Soil Spec	071
002255	Nat Res Forestry Staff Spec	071
002153	Nat Res Regional Land Spec	101
002256	Natural Resources Senior Staff Spec	101
000192	Nat Res Special 1 (General)	03G
001765	NR Spec 1 (Aquatic Biologist)	03G
001738	NR Spec 1 (Fisheries Spec)	03G
001739	NR Spec 1 (Forester)	03G
001766	NR Spec 1 (Park Naturalist)	03G

Class Code	Title	Comp Code
001742	NR Spec 1 (Park Spec)	03G
001740	NR Spec 1 (Wildlife Biologist)	03G
001741	NR Spec 1 (Wildlife Specialist)	03G
001066	Natural Res Spec 2 (General)	041
001767	NR Spec 2 (Aquatic Biologist)	041
001744	NR Spec 2 (Fisheries Spec)	041
001745	NR Spec 2 (Forester)	041
001768	NR Spec 2 (Park Naturalist)	041
001748	NR Spec 2 (Park Spec)	041
001746	NR Spec 2 (Wildlife Biologist)	041
001747	NR Spec 2 (Wildlife Specialist)	041
000193	NR Res Spec 3 (General)	071
001769	NR Spec 3 (Aquatic Biologist)	071
001750	NR Spec 3 (Fisheries Spec)	071
001770	NR Spec 3 (Park Naturalist)	071
001754	NR Spec 3 (Park Spec)	071
001752	NR Spec 3 (Wildlife Biologist)	071
001753	NR Spec 3 (Wildlife Specialist)	071
001965	NR Youth Programs Camp Leader	04G
002310	Nursing Home Admin Asst - DPW	141
000480	Nutritionist	091
001399	Occupational Safety & Health Off 1	08G
001400	Occupational Safety & Health Off 2	11H
000482	Occupational Test Technician 1	04G
000483	Occupational Test Technician 2	091
002082	Occupational Therapist	071
002083	Occupational Therapist Senior	091
001637	OSHA Compliance Analyst	131
002029	Peace Off Continuing Educ Coordinator	131
002030	Peace Officer Standards Coordinator	131
001826	Peace Off Standards and Training Eval	131
002193	Permit Compliance Specialist	181
000709	Personal Property Inven Coordinator	141
001090	Personal Property Inv Evaluator	061
002140	Personal Property Inv Prog Spec	111
000500	Personnel Director 2	141
000974	Pesticide Control Specialist	071
000508	Physical Therapist 1	071
001684	Physical Therapist 2	091
001730	Pilot	121
000511	Planner 1	04G
000512	Planner 2 Community	101
002287	Planner 3 Community Spec	131
000515	Planner 2 Recreational	101
000837	Planner 2 State	101
000510	Planner 3 State	131
000518	Planner 2 Transportation	101
002141	Planner State Comp Outdoor Rec	131
000521	Planning Director Recreation	181
000812	Planning Director State	181
001303	Planning Grants Analyst	04G
001644	Planning Grants Analyst Inter	071
001304	Planning Grants Analyst Senior	101
001548	Plant Health Specialist	04G
001470	Plant Health Specialist Intern	071

Class Code	Title	Comp Code
001549	Plant health Specialist Senior	101
000532	Plumbing Inspector	08G
000080	Police Training Course Supervisor	111
000849	Police Training Instructor	091
000858	Pollution Control Specialist	04G
001657	Pollution Control Spec Inter	071
000859	Pollution Control Specialist Senior	101
001876	Pwr Plnt Sit Proj Dir/Tech Anal	121
001877	Pw Plt Sit Prj Dir/Tech Anal Senior	161
002023	Printing Estimating and Plan Dir	161
002024	Printing Specif & Est Coord	101
001325	Procurement Standards Spec	111
001779	Program Evaluation Coordinator	161
001322	Program Evaluation Spec	04G
001624	Program Evaluation Spec Inter	071
001324	Program Evaluation Spec Prin	141
001323	Program Evaluation Spec Senior	101
002213	Property Appraisal Specialist	151
000560	Psychologist 1	081
000561	Psychologist 2	141
000562	Psychologist 3	181
001617	Public Accounts Investigator	08G
000576	Public Health Sanitarian 1	04G
001504	Public Health Sanitarian 2	071
001309	Public Health Sanitarian 3	101
001521	Pub Util Financial Anal 1	081
001522	Pub Util Financial Anal 2	111
001830	Pub Util Financial Anal Prin	171
001523	Pub Util Financial Anal Senior	151
001524	Pub Util Rates Anal 1	081
001525	Pub Util Rates Anal 2	111
001831	Pub Util Rates Anal Prin	171
001526	Pub Util Rates Anal Senior	151
001622	Public Util Rates and Servic Inv	04G
002156	Pub Util Statistical Analyst 1	081
002157	Pub Util Statistical Analyst 2	111
002159	Pub Util Statistical Anal Princ	171
002158	Pub Util Statistical Analyst Senior	151
000582	Radiation Specialist 1	04G
001775	Radiation Specialist 2	071
001050	Radio/TV Program Supervisor	04G
000967	Real Estate Examiner	04G
001589	Real Estate Examiner Senior	071
001305	Real Estate Licensing Coordinator	121
002084	Recreation Therapist	04G
000595	Regional Coordinator for Aging	101
000599	Rehabilitation Counselor	04H
001052	Rehabilitation Counselor Career	101
000658	Rehabilitation Counselor Senior	071
001974	Rehabilitation Instr Vis Handcp	04H
002311	Rehabilitation Program Advisor	101
000982	Research Analysis Specialist	101
000659	Research Analysis Specialist Senior	141
000604	Research Analyst	04G
002251	Research Analyst Intermediate	071

Class Code	Title	Comp Code
000607	Research Scientist 1	04G
000608	Research Scientist 2	121
002272	Retirement Svcs Coordinator	101
002218	Retirement Svcs Program Rep	101
000613	Retirement Services Spec	04G
000660	Retirement Services Spec Intermediate	071
001511	Revenue Research Asst Dir	161
000852	Right of Way Agent	08G
001378	Right of Way Agent Intermediate	091
000617	Right of Way Agent Senior	111
000621	Safety Investigator	08G
001072	Safety Investigator Senior	11H
000826	Safety Program Coordinator	121
001800	Securities Div Investigator	08G
001801	Securities Div Investigator Senior	121
000624	Securities Examiner	04G
001938	Securities Examiner 3	121
000661	Securities Examiner Senior	101
001838	Small Business Coordinator	071
001005	Social Work Specialist	101
000677	Social Worker	04G
000662	Social Worker Senior	071
000678	Soil Conservation Rep	101
002054	Soil Scientist 1	071
002055	Soil Scientist 2	121
002041	Soil Scientist Senior	161
000691	Speech Pathologist	04G
002003	Speech Pathology Clinician	121
002002	Speech Pathology Specialist	101
000086	State Fire and Arson Invest	081
001849	State Fire Codes/Plans Spec	081
001655	State Fire Safety Coordinator	111
001848	State Fire Safety Inspector	071
000697	State Printer	111
001412	Steamfitting Standards Rep	14E
000894	Systems Analyst	111
000889	Systems Analyst Senior	15J
000879	Tax Examiner 2	04G
001331	Tax Examiner 3	071
001332	Tax Examiner 4	101
001333	Tax Examiner 5	121
001334	Tax Examiner 6	141
000721	Technical Writer	04G
000813	Travel and Tourism Representative	101
001639	Treasurer's Fiscal Act Off	121
000744	Unemp Comp Supervisor 3	151
000787	Unemp Insurance Prog Spec 1	071
002203	Unemp Insurance Prog Spec 2	101
002204	Unemp Insurance Prog Spec 3	121
000740	Unemp Insurance Representative	04H
001705	Unemployment Tax Examiner	04G
001706	Unemployment Tax Examiner Intermediate	07J
001084	Veterans Claims Representative	071
000788	Veterans Employment Rep	04H
001055	Veterans Employment Rep Senior	071

Class Code	Title	Comp Code
000751	Veterinarian	141
001058	Vocational Education Fld Instr	121
002178	Voc Educ Tech Updating Spec	101
002233	Vocational Finance Specialist	07J
000598	Voc Rehab Prog Spec 3	141
000755	Volunteer Services Coordinator	04G
000766	Welfare Field Representative	161
000763	Welfare Specialist	101
000183	Welfare Specialist Senior	141
001467	Welfare Syst Financial Analyst	181
001940	Workers' Comp Rehab Spec	121
002074	Workers' Comp Subrogation Supv	141
001986	Zoological Mgt Records Spec	041

## APPENDIX H - INEQUITY ADJUSTMENTS

<u>Class</u>	<u>Range</u>
1. EDP Programmer Analyst	12I to 13J
2. EDP Computer Programmer	4G to 6I
3. EDP Computer Programmer, Sr.	7I to 9I
4. EDP Staff Specialist	15J to 16J
5. Pilot	10I to 12I
6. Aviation Representative	11I to 13I
7. Aviation Representative Sr.	13I to 15I
8. Boiler Inspector 1	8G to 9G
9. Boiler Inspector 2	14E to 13I
10. Hydrologist 2	12E to 12I
11. Appeals Examiner	15I to 16I
12. Appeals Examiner, Sr.	17I to 18I
13. Building Code Inspector	11H to 13I
14. Physical Therapist 1	5I to 7I
15. Physical Therapist 2	7I to 9I
16. Occupational Therapist	5I to 7I
17. Occupational Therapist Sr.	7I to 9I
18. Natural Resources Youth Program Camp Leader	3G to 4G
19. Agric. Marketing Spec. Sr.	10I to 12I
20. State Fire Safety Coord.	10I to 11I
21. Education Voc. Prog. Supv.	17I to 15I



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

SICK LEAVE/SEVERANCE COMMITTEE

The Association and the Employer agree to create a joint labor-management study committee for the purpose of analyzing existing statewide policies on Sick Leave and Severance and considering alternatives.

The Committee shall meet within three (3) months of the effective date of this Agreement, and shall meet at least five (5) times during the biennium.

The Committee shall complete its study and submit advisory recommendations for improving the State's Sick Leave and Severance policies to the Commissioner of Employee Relations by February 1, 1983. Thereafter, the Committee shall cease to exist, unless renewed by subsequent agreement in writing by both parties.

The Committee shall be composed of three (3) representatives selected by the Employer and three (3) representatives selected by the Association. Additional representative from other bargaining units may be added by mutual consent of the two parties.

The Committee shall be chaired by the Employer or its designee, and its meetings shall be scheduled by mutual agreement between the Employer and the Association.

The Association and the Employer agree that the committee members may file joint or separate recommendations or dissenting viewpoints.

This Memorandum of Understanding is agreed upon and executed this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

The parties agree to establish a joint study committee comprised of five (5) MAPE Representatives and five (5) Employer Representatives for the purpose of reviewing possible salary range inequities within the bargaining unit. The joint committee shall meet within 90 days of execution of the 1981-83 collective bargaining agreement and shall meet at least four (4) additional times during the biennium. The joint committee shall be dissolved on January 1, 1983, unless both parties by mutual agreement desire to extend it.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

**Section 1. Purpose.** The purpose of this Memorandum of Understanding is to provide an Agreement between the Employer and the Minnesota Association of Professional Employees for the continuation of Job Sharing positions in Unit 14 as specified in Laws of Minnesota 1981, 43A.40-45.

**Section 2. Effect on Master Agreement.** Except where specifically modified by Laws of Minnesota 1981, 43A.40-45, the Unit 14 agreement between the State of Minnesota and the Minnesota Association of Professional Employees shall be in effect for all phases of the Job Sharing Program.

Section 3. **Shared Positions.** The specific positions to be included in the job-sharing program are:

<u>Class</u>	<u># of Positions</u>	<u>Department</u>	<u>Position Control Number</u>
Information Officer 3	1	Econ. Sec.	076800
Unemployment Compensation Spec	1	Econ. Sec.	011790
Unemployment Compensation Rep.	2	Econ. Sec.	112330 102990
Voc. Rehab. Counselor, Career	1	Econ. Sec.	203210
Employment Services Interviewer	2	Econ. Sec.	106060 Mankato 10567 Mps
Planning Grants Analyst Principal	1	Energy	063920
Information Office 2	1	Pub. Safety	378130
Tax Examiner 2, 3	1	Revenue	523220

These positions will be shared at fifty (50) percent time or at sixty (60) and forty (40) percent time between two incumbents.

Section 4. **Status of Incumbents in Shared Jobs.** Any incumbent of one of the shared jobs listed in Section 3 will have the opportunity to confer with his/her supervisor prior to the implementation of the job sharing program regarding work schedules.

Section 5. **Duration.** This Memorandum of Understanding shall take effect on July 1, 1981 and shall remain in effect until June 30, 1982.

FOR THE ASSOCIATION

FOR THE EMPLOYER

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF CORRECTIONS  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

**Section 1. Bumping on Notice of Layoff.** In the event that the Department of Corrections determines to layoff bargaining unit employees, the employee receiving notice of layoff shall only be permitted to bump from one institution to another institution within the same seniority unit as defined below:

SENIORITY UNITS:

**1. Juvenile Institutions**

Thistledeew  
Sauk Centre  
Red Wing

**2. Medium Adult Institutions**

Lino Lakes  
Willow River  
Shakopee

**3. Adult Maximum Institutions**

St. Cloud  
Stillwater  
Oak Park Heights

**4. Central Office and Community Services**

**Section 2. Prior Institution.** Where an employee has previously served at another correctional institution in the class from which he/she is being laid off, he/she shall be permitted to bump back to the correctional institution of his/her most recent employment in that class, provided he/she meets the criteria for bumping contained in Article XVI.

**Section 3. Probation.** Employees who bump into another institution shall serve a probationary period of 1,044 hours. If the employee is not certified, the employee shall be placed on layoff.

FOR THE ASSOCIATION

FOR THE EMPLOYER

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\_\_\_\_\_

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF PUBLIC SAFETY  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

This Memorandum of Understanding is made and entered into by and between the Department of Public Safety, and the Minnesota Association of Professional Employees.

**Section 1. Membership in Professional Organizations.** The parties agree that, notwithstanding the provisions of Article XXVIII, Employee Rights, in each fiscal year the State will reimburse Crime Lab Analysts I, II and III, Identification Officer and Forensic Photographer for professional dues in job related organizations up to \$100.00 providing such employee presents the Department of Public Safety with a voucher indicating prior employee payment.

**Section 2. Differential.** Notwithstanding the provisions of Article XXIV, Wages, the parties agree that the classifications of Crime Lab Analyst I, II, and III, and Identification Officer shall be granted the 1% differential on rates of pay which was established by Laws 1977, Chapter 452, Section 30, to implement the arbitrator's award from the 1977-1979 contract.

FOR THE ASSOCIATION

FOR THE EMPLOYER

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF NATURAL RESOURCES  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

Article XXIII, Housing, Section 1 of the 1981-83 Agreement shall be construed to mean that if an employee presently lives in a State owned residence but is not required to as a condition of employment. The Appointing Authority shall not require the employee to move into the State residence as a condition of employment. However, if an employee transfers or is appointed to a different position which does require the employee to live in a State residence as a condition of employment, then the employee shall live in the State owned residence as a result of that change.

The Department of Natural Resources agrees to meet and confer with the Association on changes in existing Housing policy where living in State owned residences is a condition of employment.

FOR THE ASSOCIATION

FOR THE EMPLOYER

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\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF ECONOMIC SECURITY  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

Section 1. **Layoff.** The provisions of the Master Agreement at Article XVI, Layoff, Section 4. **Layoff**, shall be modified in accordance with the following provision:

Employees of the Department of Economic Security who are notified of their layoff from positions within the Department of Economic Security shall, before exercising the rights in the order prescribed in Section 4. **Layoff**, accept a vacancy in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition within 15 miles of the employee's current work location. If there is no such vacancy, the employee shall either:

A. Bump the least senior employee in the same seniority unit, same class (or class option or another option within that class for which the employee is determined by the Employer to be qualified) and same employment condition with 15 miles of the employee's current work location; or

B. Accept a vacancy in the same seniority unit and in an equal class in which the employee previously served or for which the employee is determined by the Employer to be qualified and in the same employment condition with 15 miles of the employee's current work location.

Employees who have elected not to bump under "A" above and who have been offered B", shall be laid off.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
OFFICE OF THE STATE AUDITOR  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

This Memorandum of Understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1981 by and between the State of Minnesota, hereinafter referred to as the Employer and the Minnesota Association of Professional Employees, hereinafter referred to as the Union.

1. The parties agree to implement the following salary range assignments effective July 1, 1981:

CLASS TITLE	SALARY RANGE
Local Government Auditor	7E
Local Government Auditor, Intermediate	10I
Local Government Auditor, Senior	12I
Local Government Auditor, Principal	14I
Local Government Auditor Director	18I

2. Employees in the above classes shall receive the same percentage general salary adjustments in the same manner as other employees within the bargaining unit. Employees who are off step and receive a satisfactory performance increase shall advance to the next higher step within their salary range.

3. Dependent upon the availability of funds and the operational needs of the State Auditor's Office, the Appointing Authority may provide a lump sum payment of \$500.00 to employees in the above classes who pass all four parts of the CPA examination.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COMMUNITY COLLEGE SYSTEM  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL EMPLOYEES

This Memorandum of Understanding is made and entered into this day of \_\_\_\_\_, 1981 by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Association of Professional Employees, hereinafter referred to as the Union.

1. The unclassified positions of Administrative Assistant 1, 2 and 3 in the Community College System shall have the following salary ranges effective July 1, 1981:

Class Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
AA 1	\$12,819	13,383	13,971	14,586	15,225	15,897
AA 2	\$18,046	18,732	19,444	20,182	20,950	21,745
AA 3	\$23,313	24,090	24,866	25,642	26,422	27,198

2. The current method of compensating these employees on the basis of 26 equal payroll periods shall remain in effect.

3. Vacation leave and sick leave shall be earned in accordance with Articles IX and XI of the Agreement. However, Administrative Assistants employed prior to July 1, 1981, shall earn 7 hours of vacation leave per payroll period unless their length of service warrants a higher accrual rate in accordance with the accrual schedule in Article IX.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPARTMENT OF VETERANS AFFAIRS  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

This Memorandum of Understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1981 by and between the State of Minnesota, hereinafter referred to as the Employer, and the Minnesota Association of Professional Employees, hereinafter referred to as the Union.

1. The parties agree to change the salary range assignment for the class Veterans Claims Representative from 68H to 71 effective July 1, 1981. Employees shall convert to the new range on a comparable step basis effective the same date.

2. Employees in the above class who have been at step 8 for two years or more shall immediately move to step 9 in the new range.

FOR THE ASSOCIATION

FOR THE EMPLOYER

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BOARD OF INVESTMENT  
AND  
MINNESOTA ASSOCIATION OF PROFESSIONAL  
EMPLOYEES

This Memorandum of Understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1981 by and between the State and Minnesota hereinafter referred to as the Employer, and the Minnesota Association of Professional Employees hereinafter referred to as the Union.

1. The parties agree to implement the following salary range assignments effective July 1, 1981:

CLASS TITLE	SALARY RANGE
Investment Analyst, Junior	10I
Investment Analyst	16I
Investment Analyst, Intermediate	19I
Investment Analyst, Senior	21I

2. Employees in the above classes shall receive the same percentage general salary adjustments in the same manner as other employees within the bargaining unit. Employees who are off step as a result of such adjustment and qualify for a satisfactory performance increase shall advance to the next higher step upon their anniversary date.

FOR THE ASSOCIATION

FOR THE EMPLOYER

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

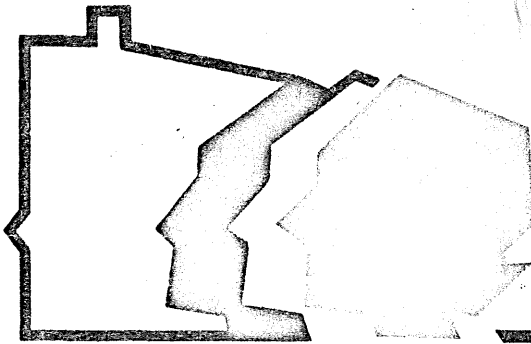
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Date: \_\_\_\_\_

Date: \_\_\_\_\_



**State of  
Minnesota**



**DEPARTMENT OF EMPLOYEE RELATIONS**

**3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616**

January 25, 1982

Representative Wayne Simoneau, Chairman  
Legislative Commission on Employee Relations  
State Capitol  
St. Paul, Minnesota

Dear Representative Simoneau:

I am submitting herewith the following negotiated collective bargain agreement for review and approval by the Commission:

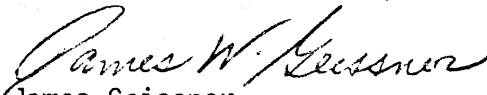
Unit #15: Professional State Residential Instructional

This contract has been ratified by the members of the this bargaining unit and has been formally executed by the exclusive representative and the Commissioner of Employee Relations.

Additionally, I have included a summary of the economic costs and salary/fringe benefit provisions of the contract.

Thank you for your consideration of this request.

Sincerely,

  
James Geissner  
Deputy Commissioner  
Labor Relations Bureau

cc: Commission Members

**AN EQUAL OPPORTUNITY EMPLOYER**

UNIT 15 (PROFESSIONAL STATE RESIDENTIAL INSTRUCTIONAL UNIT)

PROPOSED CONTRACT FISCAL ANALYSIS

I. Economic Cost

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	10,496,366	1,804,385
FICA and Retirement	1,577,604	272,509
Insurance	637,094	127,351
Total	12,711,064	2,204,245

II. Exclusive Representative: State Residential School's Education Association

III. Bargaining Unit Composition: Special Teachers in the Department of Education, Corrections, and Welfare

## SUMMARY OF PROPOSED AGREEMENT WITH SPECIAL TEACHERS

### I. Salaries

- F.Y. '82: - 5% across-the-board adjustment 7/1/81
  - 6.9% equity adjustment to grid 1/13/82, including the addition of 3 new lanes consistent with the practice in public school districts, and adjustments to the ranges to alleviate salary compression problems.
- F.Y. '83: - 7.5% across-the-board adjustment 6/30/82

### II. Fringe Benefits

- Continue current Health Insurance benefits; increase major medical from \$250,000 to \$500,000
- Raise deductible from \$50 to \$100.
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to total Blue Cross/Blue Shield rates for employee and dependent coverage. (\$56.06 and \$76.94, respectively)
  - F.Y. '83: Contribute up to total Blue Cross/Blue Shield rates for employee and dependent coverage.
- Eliminate Health Testing.
- Continue current Dental Insurance Benefits.
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to total Delta Dental rate for employee coverage.  
Contribute up to one-half Delta Dental rate for dependent coverage.
  - F.Y. '83: Contribute up to total Delta Dental rate for employee coverage.  
Contribute up to one-half Delta Dental rate for dependent coverage.
- Eliminate \$500 Death Benefit
- Increase Life Insurance to \$30,000 for employees earning over \$25,000.
- Vacation change to same level as other State employees: 0-5 years, 4 hours per pay period.
- Birthday Holiday converted to a floating holiday.
- Sabbatical leave up to one calendar year added at 50% of pay subject to availability of funds as determined by the Appointing Authority.

LABOR AGREEMENT  
BETWEEN THE  
STATE OF MINNESOTA  
AND THE  
STATE RESIDENTIAL SCHOOL'S EDUCATION ASSOCIATION  
EFFECTIVE JULY 1, 1981 THROUGH JUNE 30, 1983

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ARTICLE I  
PREAMBLE

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_, by and between the State Residential School's Education Association, hereinafter referred to as the ASSOCIATION, and the State of Minnesota, hereinafter referred to as the EMPLOYER.

ARTICLE II  
ASSOCIATION RECOGNITION

Pursuant to Minnesota Laws 1980, Chapter 617, Section 41, the Employer recognizes the Association as the exclusive representative for the employees assigned to Unit No. 15, Professional State Residential Instructional Unit, subject to the limitations and exclusions of the Bureau of Mediation Services, Case Number 80-PR-1303-A.

The Employer will not meet and negotiate or meet and confer with any organization other than the Association as long as the Association is the duly authorized exclusive bargaining representative of Unit No. 15, Professional State Residential Instructional Unit.

ARTICLE III  
ASSOCIATION RIGHTS

Section 1. Communications. The Employer and/or the Appointing Authority or designees agrees to supply the Association (or a particular Local Association as appropriate) a copy of any communication which generally affect the terms and conditions of employment for this bargaining unit. The Association shall designate its addresses for this purpose.

Section 2. Use of Facilities. The Association shall be the only labor organization to have the exclusive right to use institution facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times and with prior notification when such equipment is not otherwise in use. The Association agrees to reimburse the Employer for reasonable expenses the Employer may incur in this regard.

Section 3. Bulletin Boards. The Association shall have the exclusive right to post notices of activities and matters of Association concern on teacher bulletin boards which shall be located in the teacher's lounge or similar suitable facility. At least one (1) bulletin board shall be provided in each facility. The Association may use the facilities' internal distribution service and employee mailboxes for communication to employees.

Section 4. Association Business. With advance notice, approval shall be given to authorized representatives of the Association to transact official Association business on institution premises at reasonable times, provided that this shall not unduly interfere with nor interrupt the operations of the institution.

Section 5. Negotiations of Successor Agreements. The Association may select up to three (3) employee representatives, one each from Corrections, Education, and Public Welfare, when possible, who shall be released from duty without loss of pay for such time as is necessary during regular working hours to participate in negotiation sessions with the Employer in the negotiation of a successor contract. The Association may select a reasonable number of employees who shall be released without pay to assist in negotiating a successor contract.

ARTICLE IV  
DUES DEDUCTIONS

Section 1. Deductions. The Employer agrees to facilitate through the Department of Finance the pro rata deduction of the annual Association membership dues as established by the Association and certified to the Employer. An equal portion of total annual dues shall be deducted from each paycheck, commencing with the first paycheck following employment.

Section 2. Dues Deduction Authorization. Dues shall be deducted for any individual employee who has authorized such deductions.

Section 3. Dues Remittance. The Employer shall remit to the Minnesota Education Association the aggregate deductions of all employees together with an alphabetical list of employees for whom deductions have been made and a statement itemizing the amount of remittance within fifteen (15) days following the end of each payroll period.

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

Section 5. Employee Lists. The Appointing Authority shall advise the designated Association representative in writing of the names, social security numbers, classification, and work locations of all employees added to the bargaining unit and the names of employees removed from the bargaining unit whenever such personnel transactions occur. The Association shall file the name of the designated representative for this purpose with the local personnel office.

ARTICLE V  
NON-DISCRIMINATION

Section 1. Employer Responsibility. The Employer accepts its responsibility to ensure equal opportunity in all aspects of employment for all qualified persons regardless of race, creed, religion, color, national origin, age, physical disability, reliance on public assistance, sex, marital status, or any other class or group distinction, as set forth by state and federal anti-discrimination laws.

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

Section 3. Jurisdiction. The parties recognize that jurisdiction for the enforcement of such anti-discrimination laws referred to in Section 1 and 2 hereof is vested solely in various state and federal agencies and the courts and, therefore, complaints regarding such matters shall not be subject to the grievance procedure contained in this Agreement.

Section 4. Informal Resolution. In order to provide a forum for the informal resolution of discrimination complaints, employees may utilize their respective Department's Affirmative Action Grievance procedure. The Appointing Authority will make a reasonable effort to provide each employee with a copy of the applicable Department Affirmative Action Grievance Procedure.

Section 5. Association Membership. The Employer will not interfere with the rights of employees to become or not become members of the Association and there shall be no discrimination and interference, restraint, or coercion by the Employer or any Employer representative or by the Association or any of its officials against any employee because of Association membership or non-membership, or because of any employee activity in an official capacity on behalf of the Association which is in accordance with the provisions of this Agreement.

ARTICLE VI  
ACADEMIC FREEDOM

Employees shall have the freedom within their teaching area to report the truth as they see it in the classroom and to report the truth as they see it in reports of research activities. There shall be no unreasonable restraints which would impair employees' abilities to present their subject matter in this context.



ARTICLE VII  
MEET AND CONFER

Section 1. Local. At each institution employing five or more members of the bargaining unit, the Local Association may establish a committee of up to four (4) representatives to meet and confer with the institution Chief Executive Officer or his/her designee(s) at least four (4) times per year for the purpose of discussing issues of mutual concern or interest. Meetings shall be held during normal working hours. The number of Employer representatives shall not exceed the maximum number of Association representatives.

Section 2. State. At the request of either party, the Association and the affected Commissioner, or their designee(s) collectively or individually shall meet to discuss issues of mutual concern or interest. Each Commissioner shall notify the Association of his/her designee at the beginning of each fiscal year. The Association committee may not exceed four representatives. Each party may submit items to be included on the agenda, which the Employer shall distribute to the affected parties at least one week prior to the meeting.

Section 3. Attendance. Meetings shall be held during normal working hours. Employees shall neither lose pay nor accrue additional pay for attending such meetings, however, employees shall not be eligible for expense reimbursement.

Section 4. Record of Meeting. The Employer shall provide the necessary assistance to formulate, type, and distribute a summary of the discussions to the appropriate parties.

ARTICLE VIII  
HOURS OF WORK

Section 1. Work Day. The normal work day shall consist of eight (8) consecutive hours of work, excluding a duty free lunch period of no less than thirty (30) minutes. The maximum assignment of pupil contact for any teacher shall be six (6) hours in an eight (8) hour day. The remainder of the work day shall be spent in performance of assigned responsibilities, including but not limited to, such activities as conferences, class preparations, and curriculum development. Each teacher shall be provided daily with a minimum of a sixty (60) minute preparation period, except that an emergency within an institution may temporarily necessitate other assignments.

Section 2. Work Week. The normal work week shall consist of five (5) normal work days, Monday through Friday. The Appointing Authority shall consult with Association representatives and affected employees prior to establishing Tuesday through Saturday work schedules. Employees shall be scheduled for a minimum of two (2) consecutive days off between established work weeks.

Section 3. Work Schedule and Calendar. The Appointing Authority shall post a written work schedule reflecting the normal hours of work and days of work in each institution after consultation with Association representatives and consideration of their desires. Proposed changes in the established schedule of work hours or days shall first be discussed with Association representatives. Any changes in work schedules or calendar shall be preceded by a seven (7) calendar day written notice to the affected employees. In emergency situations, the Appointing Authority shall comply with the provisions of this Section insofar as reasonably possible.

Section 4. Overtime. Employees will be compensated at the rate of straight time when assigned to a project, approved in writing by the Appointing Authority, that is in addition to their normal duties and shall not be compensated at a time and one-half ( $1\frac{1}{2}$ ) rate under any provision of this Agreement.

ARTICLE IX  
TEACHER ASSIGNMENTS

No new academic teacher shall be hired by the Appointing Authority for a regular teaching assignment who does not have a Bachelor's degree from a college or university that would make him/her eligible to receive a teaching license from the State Department of Education.

ARTICLE X  
PROFESSIONAL DEVELOPMENT

Section 1. Required In-Service Education. It is recognized that in-service education may be necessary to meet the goals of the institutions. Consequently, employees who may be required by the Appointing Authority to participate in in-service programs and who are released from their work assignments to attend special training courses shall lose no basic straight-time pay for such normal work hours and shall be allowed compensatory time-off for such time accrued beyond the eight (8) hour day spent in actual participation in such programs. Actual participation includes reasonable and necessary travel time, if any, between the location of the employee's work assignment and the location of the in-service program. Expenses incurred by the employee shall be reimbursed in accordance with Article XXV, Expense Allowance.

Section 2. Employee Initiated Training. At the discretion of the Appointing Authority, each employee may be allowed up to 100 hours each fiscal year without loss of pay for such activities as, but not limited to, workshops, professional conferences, college courses, in-service programs and visitations, all of which are related to the employee's current or projected responsibilities. Application for such release time shall be made at least two (2) weeks in advance when possible. Expense reimbursement which shall be at the discretion of the Appointing Authority, shall be in accordance with Article XXV, Expense Allowance.

ARTICLE XI  
PERFORMANCE REVIEW

Section 1. Purpose. The primary objectives of the Performance Review shall be assessment and improvement of job performance.

Section 2. Evaluator. Employees shall be evaluated by the Appointing Authority or designee, so long as such designee is not a member of the bargaining unit.

Section 3. Format.

- A. The Appointing Authority or designee shall notify the employee at least ten (10) days in advance of the annual Performance Review.
- B. The Performance Review shall be based on the employee's Position Description. This however, does not preclude the Employer from conducting other types of job-related evaluations.
- C. The Performance Review shall be recorded on the form provided in Appendix A of the Agreement. Should the Department of Employee Relations modify that form, the revised form shall supercede the form contained in Appendix A.
- D. The Performance Review shall be signed by the evaluator and the employee. The employee's signature only indicates that the employee has seen and received a copy of the report and does not indicate acceptance or rejection of the report.

ARTICLE XII  
PROBATIONARY PERIOD

Section 1. Duration. The length of the probationary period shall be twelve (12) months of continuous service in the bargaining unit in a particular facility. Up to six (6) months service in temporary, provisional or unclassified appointments shall count towards completion of the probationary period provided that there is no interruption of more than ten (10) days between such prior service and the probationary appointment, and provided further, that the prior service is with the same facility. The twelve (12) months service requirement shall be broken by resignation, termination, and retirement. Additionally, leaves of absence without pay in excess of ten (10) work days and suspensions shall not be credited toward completion of the probationary period.

Section 2. Permanent Status. Upon written notice submitted by the Appointing Authority to the Commissioner of Employee Relations that the probationary employee has satisfactorily completed the probationary period, or if the Appointing Authority fails to take action, either to grant permanent status or to terminate a probationary employee, the employee will be given permanent status.

Section 3. Grievance Procedure. Probationary employees may be terminated during the probationary period at the discretion of the Appointing Authority. Such termination shall not be construed as a discharge pursuant to Article XV. Accordingly, probationary employees who are terminated shall not have access to the arbitration step of the Grievance Procedure set forth in Article XVI.

ARTICLE XIII  
VACANCIES

Section 1. Posting. Announcements of vacant or new positions which the Appointing Authority determines to fill shall be posted on each Local Association bulletin board. The announcement shall indicate the date posted and a deadline date for receipt of written applications. Such announcement shall not be removed by the Appointing Authority until the deadline date.

Section 2. Application. An employee may apply for a posted vacancy by submitting a written application to the appropriate Appointing Authority.

Section 3. Filling Positions.

- A. After satisfying provisions of Article XIV, Section 5, Recall, the Appointing Authority shall give consideration to all timely applications for voluntary transfer before permanently filling any new or vacant positions.
- B. The Appointing Authority shall have the right to fill vacant or new positions on a temporary basis pending completion of the application process.

Section 4. Involuntary Transfer. All employees being involuntarily transferred to a different facility shall be given reasonable time off to visit that facility.

Section 5. Reassignment. Notwithstanding the above, the Appointing Authority reserves the right to assign and reassign employees to positions within the same facility and bargaining unit, provided however that the Appointing Authority may not assign an employee to a vacancy for which a facility layoff list exists containing the name(s) of an employee(s) who is properly licensed and has greater seniority than the employee to be reassigned.

ARTICLE XIV  
LAYOFF

Section 1. Seniority.

- A. Seniority shall be defined as continuous service in classified positions within the bargaining unit and in the facility. Continuous service begins on the date an employee begins to serve a probationary period or begins with the last date of appointment with permanent status, to a position in the bargaining unit and in a particular facility. Continuous service shall be interrupted by resignation, dismissal, termination during the probationary period, and retirement. Continuous service shall not include service on emergency appointments, but shall include that service on provisional, temporary or unclassified appointments which have been credited toward completion of the probationary period.
- B. Seniority shall apply to subject areas in which the employee is currently assigned, to all subject areas in which the employee is licensed as required by the State of Minnesota, and to all subject areas for which the employee is qualified where no specific licensure exists. Criteria for qualification in areas where no specific licensure exists shall be determined by the Appointing Authority following a state meet and confer meeting, and shall not be subject to the grievance procedure. A copy of the established criteria shall be given to the Association. The same date for seniority shall apply to all areas in which the employee is or becomes licensed, or qualified where no specific licensure exists.
- C. Employees working less than full-time shall accrue seniority on a pro rata basis. This shall be determined by dividing the number of working hours employed by the total number of hours in a school year, and shall be retroactive to the last date of appointment as a member in the bargaining unit in the facility. Working hours shall include hours actually worked, excluding overtime. Working hours shall include paid holidays. Employees on vacation, sick or other leaves of absence shall continue to accrue seniority at the same rate that existed upon commencement of that leave.
- D. Notwithstanding the fact that the Minnesota Department of Education and the State Board of Teaching recognize a hearing impaired and visually handicapped license as proper qualifications to teach all subjects at the Minnesota School for the Deaf and the Minnesota Braille and Sight Saving School respectively, seniority, bumping rights and recall from layoff shall be determined on the basis of current assignment or subject matter licensure held at the time of layoff.

Section 2. Seniority List.

- A. By October 1 of each year, an employee may submit to the Appointing Authority evidence of any licensure(s) obtained by that employee.
- B. Within sixty (60) days from the date of execution of this Agreement, the Appointing Authority shall post on the employee bulletin board(s) at each facility, and furnish a copy to the Association, a seniority



## ARTICLE XIV (Cont.)

### LAYOFF

list for each subject area for that facility. The employees' names shall appear in inverse order of seniority under each subject area for which he/she is assigned or licensed or qualified where there is no licensure. The roster shall be updated and reposted no later than October 1 of the ensuing year, with a copy to the Local Association.

- C. An employee disagreeing with his/her placement on the seniority list shall have thirty (30) calendar days from the posting date to supply evidence in support of a seniority change. If there is not satisfactory resolution within twenty (20) calendar days of the requested seniority change, an employee may seek resolution through the grievance procedure. The Appointing Authority shall within thirty (30) calendar days of the resolution post any revisions to the seniority list which resulted from a resolution of a dispute over placement on the list.

### Section 3. Layoff.

- A. The Appointing Authority shall provide the local Association with an opportunity to meet and confer prior to issuing notices of layoff.
- B. In the event of layoff, the Appointing Authority at the facility shall determine the subject area(s) and employment condition(s) (e.g., full-time unlimited, part-time unlimited, intermittent, seasonal full-time, seasonal part-time) in which reduction is to be made.
- C. The employee with the least seniority in the affected subject matter area, facility and employment condition shall be given notice of layoff. An employee about to be laid off may bump another employee in the same facility as follows:
  - 1. If the employee has seniority in other subject area(s), he/she may bump (displace) the least senior employee with the same employment condition.
  - 2. If the employee has seniority in the same or other subject area(s), he/she may bump (displace) the least senior employee with a different employment condition.
- D. The Appointing Authority shall notify the employee and the officially designated Association representative at least fifteen (15) days prior to the effective date of the layoff.

### Section 4. Layoff List.

- A. Facility Layoff List. The name(s) of employee(s) who have been laid off shall be placed on a layoff list for the facility from which the employee was laid off. The employee's name shall remain on the layoff list for a minimum of one (1) year, or for a period equal to the employee's length of service as an employee in the facility, if such length of service is one (1) year or more, up to a maximum of five (5) years.

ARTICLE XIV (Cont.)

LAYOFF

- B. Combined Layoff List. The name(s) of employee(s) on layoff shall be placed on a combined layoff list for the same period of time specified in 4A above.
- C. Copies to Association. Upon request to the Department of Employee Relations a copy of these layoff lists shall be furnished to the Association and/or Local Association.

Section 5. Recall.

- A. If a facility has a vacancy and there are employees on the layoff list for that facility, the employee with the most seniority who is licensed in the subject matter(s) in which the vacancy occurred shall be recalled.
- B. If no employee on the layoff list set forth in Section 5A is licensed in the subject matter(s) in which the vacancy occurred, the employee with the most seniority on the combined layoff list who is licensed in the subject matter(s) in which the vacancy occurred shall be recalled.
- C. No appointment of a new employee shall be made while there is available on layoff an employee who is properly licensed to fill such a vacancy.
- D. A recalled employee may be required to serve a new probationary period if he/she was on layoff from one facility and is recalled by another.
- E. Upon recall, accrual rates applied to salary and fringe benefits shall be the same as existed at the time of the layoff. When an employee is recalled to the facility where he/she held previous seniority the employee's previous seniority shall not be broken by the layoff.
- F. If an employee is recalled by another facility, his/her name shall be removed from both layoff lists. The name shall be returned to the layoff list for the facility from which he/she was laid off if the employee does not complete the probationary period at the new facility to which he/she was recalled unless the time limits for that employee have expired for that list.
- G. When an employee's name is placed on the combined layoff list, the employee shall indicate the facilities at which he/she would accept recall. The employee shall not be recalled to any facilities other than those so indicated. Failure to accept employment at the indicated locations will result in removal from the combined layoff list.
- H. It shall be the employee's responsibility to keep the Department of Employee Relations informed of his/her current address, any changes in licensure, and any changes in acceptable facilities and employment conditions.

Section 6. Unclassified Employees. Provisions of this Article do not apply to unclassified employees.

ARTICLE XV  
DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action shall be imposed on employees only for just cause.

Section 2. Disciplinary Action.

- A. Discipline shall include only the following, but not necessarily in this order:
  - 1. Oral reprimand, or
  - 2. Written reprimand, or
  - 3. Suspension, or
  - 4. Discharge.
- B. Reprimand. If an administrator has reason to reprimand an employee, it shall be done in such a manner that will not embarrass the employee before other employees, students, or the public.
- C. Identifying Reprimands. Oral reprimands shall be clearly identified as such at the time disciplinary action is administered.
- D. Notification. A copy of a written reprimand shall be given to the employee prior to having such reprimand placed in the personnel file. When either a suspension or a discharge is intended, the Appointing Authority shall, before or at the time the action is taken, notify the employee in writing of the specific reason(s) for such action.

Section 3. Procedure for Discharge of Permanent Employees. The Appointing Authority shall not discharge a permanent employee without just cause. If the Appointing Authority believes there is just cause for discharge, the employee and the Association shall be notified in writing that the employee has been suspended for five (5) days and is subject to discharge and shall be furnished the reasons therefore. The Association, with the consent of the affected employee shall have the right to take up the discharge at the second (2nd) step of the grievance procedure and the matter shall be handled in accordance with this procedure if requested by the Association. An employee found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties or the decision of the Arbitrator.

Section 4. Personnel File. An employee's personnel file shall contain only materials that are related to his/her employment.

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

Each employee shall be promptly furnished with a copy of all evaluative and disciplinary entries into the permanent personnel file. An employee shall have the right to place in his/her personnel file, a written response which shall be attached to the relevant document. Such responses must be submitted in a timely fashion.

ARTICLE XV (Cont.)  
DISCIPLINE AND DISCHARGE

Upon the request of an employee, a written reprimand shall be removed after two (2) years and a written record of a suspension of ten (10) or fewer days after three (3) years from the employee's permanent personnel file provided that no further disciplinary action has been taken.

Materials placed in the employee's personnel file, upon the employee's request and by a showing of the employee that such material is incomplete, inaccurate, or false, are to be immediately expunged from the file.

The contents of an employee's permanent personnel file shall be disclosed to the employee upon request and to the employee's Association representative upon the written request of the employee.

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

Section 5. Association Representation at Investigative Meetings. In order that no unwarranted disciplinary action will be taken against an employee, the Appointing Authority will make a full and comprehensive investigation of any alleged violation of the Agreement, rules and regulations, laws or other restrictive edicts affecting an employee(s) that could be sufficient cause for disciplinary action. If preliminary investigation indicates that there may be sufficient cause for possible disciplinary action, the involved employee(s) will be so informed that the investigation will continue and that the employee(s) may possibly be involved. The employee shall be allowed to request his/her Association representative to be present at any investigative meetings which may lead to disciplinary actions against that employee.

ARTICLE XVI  
GRIEVANCE PROCEDURE

Section 1. Definitions.

Grievance. "Grievance" means a dispute or disagreement as to the interpretation or application of any term or terms of this Agreement.

Days. "Days" means working days.

Service. "Service" means personal service or by U.S. mail.

Reduced to Writing. "Reduced to Writing" means a concise statement outlining the nature of the grievance, the provision(s) of the Agreement in dispute, and the relief requested.

Answer. "Answer" means a concise response outlining the Appointing Authority's position on the grievance.

Section 2. Grievance Steps.

Informal Step: Whenever any employee, group of employees, or the Association, has a grievance, the grievant(s) and/or the Association representative shall meet on an informal basis with the immediate supervisor or designee in an attempt to resolve the grievance within twenty (20) days after the grievance occurred or twenty (20) days after the grievant(s), through the use of reasonable diligence, should have had knowledge of the occurrence that gave rise to the grievance.

Step 1: If the grievance is not resolved within ten (10) days of the meeting at the informal step, the grievance may be reduced to writing by the employee and/or Association within ten (10) days of the immediate supervisor's or designee's response and served upon the Chief Executive Officer, or designee, of the facility. Within ten (10) days of receipt of the written grievance, the Chief Executive Officer or designee shall serve a written answer upon the grievant and the Association.

Step 2: If the grievance remains unresolved, the Association, within ten (10) days after the response of the Chief Executive Officer, or designee, may advance the grievance to the Commissioner of the affected Department, or designee. Within ten (10) days of receipt of the written grievance, the Commissioner, or designee, shall meet with the grievant(s) and/or the Association representative and endeavor to mutually resolve the grievance. Within ten (10) days of the meeting of the parties, the Commissioner, or designee, shall respond to the grievance in writing.

Step 3: Arbitration. If the grievance remains unresolved after the response of the Commissioner, or designee at Step 2 is served, the Association shall have ten (10) days to appeal the grievance in writing to arbitration, by serving notice upon the Deputy Commissioner of Employee Relations, or designee. The parties shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance. If the parties are unable to agree on an arbitrator, either party may request from the Director of the Bureau of Mediation Services, State of Minnesota, a list of five (5) potential arbitrators. The parties shall alternately strike names from the list of five (5) arbitrators until one name remains. The remaining arbitrator shall hear and decide the grievance. If the parties are unable to agree on who shall strike the first name, the question shall be decided by a flip of a coin.

ARTICLE XVI (Cont.)  
GRIEVANCE PROCEDURE

Each party shall be responsible for equally compensating the arbitrator for his/her fee and necessary expenses.

Section 3. Arbitrator's Authority. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue or issues submitted to him/her. The arbitrator's decision shall be binding on all parties to the dispute unless the decision is contrary to, inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation and application of the expressed terms of this Agreement and to the facts of the grievance presented. The decision shall be issued to the parties by the arbitrator, and a copy shall be filed with the Bureau of Mediation Services, State of Minnesota.

Section 4. Processing of Grievances. Processing of all grievances shall be during the normal work day whenever possible, and the grievant shall not lose wages due to his/her necessary participation. For purposes of this paragraph, employees entitled to wages during their necessary participation in a grievance proceeding are the grievant and another employee if selected by the grievant.

Section 5. Time Limits. The parties, by mutual written agreement, may waive any step and extend any time limit in this Grievance Procedure. However, failure by the Association or the employee to adhere to the time limits specified herein will result in a forfeit of the grievance. If the Employer does not answer a grievance or an appeal thereof within the specified time limit, the Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.

Grievances involving employees in more than one facility may, at the option of the Association, be reduced to writing by the Association and submitted to the Employer at Step 2.

Section 6. Identifying Designees. The parties will supply the names of designees of each facility for each step of the grievance procedure. No member of the bargaining unit shall be an Employer designee for any step of the grievance procedure.

ARTICLE XVII  
LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. All requests for leave shall be submitted as soon as the need for such leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Authorization for Leave. Prompt authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor.

Section 3. Leaves of Absence With Pay.

- A. 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.
- B. Court Appearance Leave: Leave shall be granted for appearances before a court, legislative committee, or other judicial or quasi-judicial body as a witness in action involving the Federal Government, the State of Minnesota, or a political subdivision thereof, in response to a subpoena or other direction of proper authority. Leave shall also be granted for attendance in court in connection with an employee's official duty, which shall include any necessary travel time. However, an employee shall not be granted leave with pay for an employee or Association initiated lawsuit against the State.
- C. Jury Duty Leave: Leave shall be granted for service upon a jury. Compensation shall be at the employee's regular base rate of pay. Employees shall reimburse to the Appointing Authority any jury duty fee exclusive of expenses. Employees whose scheduled shift is other than a day shift shall be reassigned to a day shift during the period of service upon a jury. When not impaneled for actual service and only on call, the employee shall report to work.
- D. 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.
- E. Pre-Induction Physicals: An employee called for pre-induction selective service physical examinations shall be excused without loss of pay for time required to report and be processed through such examinations.
- F. Sabbatical Leave: The purpose of sabbatical leaves is to give employees the opportunity to secure additional education, training, or experience which will make them better prepared for carrying out

ARTICLE XVII (Cont.)  
LEAVES OF ABSENCE

their teaching assignments. Such leaves may be granted if the following criteria are met:

1. The employee has served on a full-time basis for six (6) or more consecutive academic years.
2. The employee has submitted a plan for the sabbatical leave which is designed to serve the purpose described above.
3. The Appointing Authority has determined that funds are available for this purpose and that staffing needs of the facility/institution can be met.
4. The number of sabbaticals approved for an institution does not exceed five percent (5%) of the number of full-time equivalent employee positions allocated to the institution for that year, or one, whichever is greater.

Applications for sabbaticals shall be submitted at least ninety (90) days prior to the commencement of the planned sabbatical, and notice of approval or rejection shall be given to the employee within thirty (30) days of the leave request.

If the number of applications in a given institution exceeds five percent (5%) of the number of full-time employee positions allocated to the institution for that year, approval will be granted to those who have the greatest number of consecutive years of full-time service without having been granted a sabbatical leave. Applicants who meet all criteria except those exceeding the five percent (5%) limit, shall be placed at the head of the list, for the next year or for full-time vacancies created by cancellation, in order of descending number of years without having been granted a sabbatical leave.

Sabbatical leave shall be for a minimum of one quarter, one semester, or one summer session, but may not exceed the equivalent of one calendar year.

Employees on sabbatical leave shall receive one-half of their salary. Employees on sabbatical leave may accept scholarships, fellowships, grants or other employment which serves the purpose of the sabbatical leave. However, earnings from such employment plus the sabbatical leave payment which are in excess of the employee's salary schedule income shall be reimbursed to the Appointing Authority.

Time spent on sabbatical leave shall be treated as continuous state service. The employee shall be entitled to the insurance coverage provided by the Employer during his/her sabbatical leave. Sick leave and vacation leave shall be accrued on a pro rata basis.

- G. Bereavement Leave: The use of a reasonable period of sick leave shall be granted in the event of death of the spouse, parents, grandparents, guardian, children, grandchildren, brothers, sisters, wards of the employee or of the spouse.



ARTICLE XVII (Cont.)  
LEAVES OF ABSENCE

- H. Natural Disaster or Catastrophe Leave: In the event of a local disaster, leave shall be granted to bonafide members of emergency operations organizations, such as Volunteer Fire Departments, Police Reserves, and Civil Defense agencies during the critical phases of the disaster. However, an Appointing Authority may deny such leave if an emergency situation exists at the facility and the employee's services are needed. Additionally, it is agreed that the Employer is not liable for worker's compensation claims arising out of the activities of employees using leave under this provision. Employees shall receive their regular rate of pay but shall remit to their Appointing Authority fees/amounts received for services rendered for any particular emergency call out.
- I. World, Olympic or Pan American Game Leave: Athletic leaves shall be granted pursuant to M.S. 15.62 as amended.
- J. Teachers' Convention Leave: Upon request, an employee shall be granted at least two (2) days of leave to attend an annual teachers' convention.

Section 4. Leaves of Absence Without Pay.

- A. 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.
- B. Unclassified Service Leave: Leave may be granted to any employee to accept a position in the unclassified service of the State of Minnesota.
- C. Disability Leave: Leave of absence for the duration of the disability for a period up to six (6) consecutive months shall be granted to any permanent employee who, as a result of an extended illness or injury including pregnancy or childbirth related disabilities, has exhausted his/her accumulation of sick leave. Upon the request of such employees, such leave may be extended up to a total maximum of one (1) year. In all cases a physician's statement indicating diagnosis, prognosis and estimated length of disability is required before such leave is granted. Employees returning from disability leave shall be reinstated to their original job or to a position of like status, pay, and seniority. Returning employees shall accrue sick and vacation leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.
- D. Maternity/Paternity Leave: Requests for maternity/paternity leaves of absence shall be submitted not later than the end of the sixth month of pregnancy of the employee or spouse and shall be accompanied by a physician's statement indicating the estimated date of delivery

ARTICLE XVII (Cont.)  
LEAVES OF ABSENCE

of the child. Maternity/Paternity leave shall be granted to all employees who request same except that if both the pregnant employee and spouse are employed by the State of Minnesota, only one or the other shall be granted the leave. Maternity/Paternity leave shall not be considered the same as disability leave, and it shall continue up to six (6) consecutive months, and shall be reduced by any paid or unpaid leave of absence or by any summer break in service.

Maternity/Paternity leaves may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority. Employees returning from maternity/paternity leave shall be reinstated to their original job or to a position of like status, pay and leave at the same rate and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.

- E. Adoption Leave: Requests for adoption leaves of absence shall be submitted six (6) weeks in advance, if possible, but in no event less than three (3) days prior to such leave and shall be granted to all employees who request same. The leave shall commence on the date requested by the employee and shall continue up to six (6) weeks provided, however, that adoption leave may be extended up to a total maximum of one (1) year by mutual consent between the employee and the Appointing Authority. Employees returning from an adoption leave shall be reinstated to their original job or to a position of like status, pay, and seniority. Returning employees shall accrue sick and vacation leave at the same rate, and with the same accredited length of service that existed at the time of their leave and shall receive all fringe benefits in accordance with the terms of the current Agreement between the Employer and the Association. A returning employee shall retain his/her original anniversary date and shall be reinstated in the insurance program in accordance with the terms of the master insurance contract.

- F. Association Leave: Upon the written request of the Association, leave shall be granted to employees who are officially appointed full time representatives of the Association. The Appointing Authority may request the Association to confirm the employee's continuation on Association Leave.

- G. Personal Leave: Upon request, leave may be granted, up to one (1) year in duration, to any employee, for the purpose of study, travel or personal reasons and shall not be unreasonably denied. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.

Section 5. Cancellation of Leaves of Absence. All discretionary leaves of absence designated in Section 4 shall be subject to the condition that the Appointing Authority may cancel the leave at any time and shall give written notice to the employee and the Commissioner, specifying a reasonable date of termination of the leave.

ARTICLE XVII (Cont.)

LEAVES OF ABSENCE

Section 6. Reinstatement from Leave of Absence. An employee granted a leave of absence shall be returned to employment at the expiration of the leave unless the position occupied prior to such leave has been abolished and no person of less seniority is employed at the facility in the same classification at the date of expiration of the leave. Subject to this same exception, an employee shall be returned to employment at any time prior to the expiration of the leave upon written request to the Appointing Authority.

The name of an employee who is laid off prior to expiration of a leave of absence because of abolition of the position as provided above shall be placed on the appropriate layoff list.

ARTICLE XVIII  
VACATION LEAVE

Section 1. Allowances. Employees on an unlimited appointment, shall accrue vacation pay according to the following rates:

<u>Length of Service</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	7½ working hours
After 20 or more years	8 working hours

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

An employee who is reinstated or reappointed to state service within one year of the date of resignation or retirement shall accrue vacation leave at the same rate with the same credit for length of service that existed at the time of such separation.

In the case of employees who work a scheduled academic year that is less than a full calendar year, such academic year shall be considered a calendar year for the purpose of this Article.

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

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

Employees being paid for less than a full eighty (80) hour pay period shall have their vacation accruals pro-rated as specified in Appendix B.

An employee receiving sick leave or vacation leave, or Worker's Compensation supplemented by either sick leave or vacation leave, shall accrue vacation leave pursuant to this section.

Employees may accumulate unused vacation leave to a maximum of two hundred forty (240) hours.

Section 2. Vacation Period. 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 unit permits. Whenever possible, vacation requests shall be submitted to the employee's supervisor at least four (4) weeks in advance. The supervisor shall respond to the employee within one (1) week.

If it becomes necessary to limit the number of employees off on vacation at the same time, the vacation schedule shall be established on the basis of

ARTICLE XVIII (Cont.)  
VACATION LEAVE

seniority within subject matter specialty in the event of any conflict over vacation periods. Employees who fail to request their vacation leave at least four (4) weeks in advance shall not be granted their vacation by seniority consideration over less senior employees who had submitted their requests prior to the four (4) week deadline. Any employee who has not been offered reasonable opportunity, or who has not been permitted to reduce his/her vacation accumulation and who is about to lose vacation because he/she has or will reach the maximum accumulation of vacation leave, shall be entitled to take sufficient vacation to prevent such loss upon two (2) weeks advance notice to his/her supervisor. Nothing in this Section shall be construed to preclude employees from requesting and being granted vacation periods of one (1) day or less.

Section 3. Vacation Usage.

- A. In the case of employees who work a scheduled academic year that is less than a full calendar year, vacation accruals shall be used by the employee during the following break periods: Christmas, Easter, and Thanksgiving. With the approval of the Appointing Authority, vacation days may be scheduled for the aforementioned employees during the normal academic year where teacher/pupil contact time is required. Unused vacation accrual shall normally be paid in cash at the end of the academic school year unless a carry-over is mutually agreed to by the Appointing Authority and the employee.
- B. If an employee becomes ill or disabled while on vacation leave, such leave shall be changed to sick leave effective the date of the illness or disability, upon notice to the employee's Appointing Authority and provided the vacation leave is applicable to scheduled hours of work.
- C. An employee who is separated from the state service by layoff, resignation, death, or otherwise, shall be paid for the number of hours of unused vacation leave accumulated to the employee's credit.
- D. An employee who is transferred or accepts employment under the jurisdiction of a new Appointing Authority, or in the unclassified service of the state, or an unclassified employee who transfers to the classified service, without interruption of service to the state shall be permitted to transfer accumulated unused vacation leave upon approval of the new Appointing Authority. Absent such approval, the employee shall receive payment for such unused vacation leave period.

ARTICLE XIX  
SICK LEAVE

Section 1. Sick Leave Accrual. Employees on an unlimited basis 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.

Employees using leave under this Article shall 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. Use of the more than nine hundred (900) hour bank shall be subject to the provisions of this Article.

Employees being paid for less than a full eighty (80) hour pay period shall have sick leave accruals pro-rated as specified in Appendix C.

Section 2. Utilization.

A. Illness. Any employee shall be granted sick leave with pay, not to exceed the employee's current sick leave accumulation, for absences, necessitated by reason of illness or medical disabilities, by necessity for medical or dental care; by exposure to a contagious disease so that his/her attendance on duty may endanger the health of other employees or the public; by illness of his/her spouse, minor children, wards, or parent and spouse's parent living in the household of the employee, for such periods as his/her attendance shall be necessary. A pregnant employee may also use sick leave during the period of time that her doctor certifies that she is unable to work because of the pregnancy.

B. Child Securement. Up to three (3) days of sick leave may be granted for birth or adoption of a child.

Section 3. Sick Leave Request. Whenever possible, employees must submit their request for sick leave to their immediate supervisor in advance of the absence. When an employee cannot obtain advance approval of his/her absence, it shall be his/her responsibility to notify his/her supervisor by telephone or other means as soon as possible, after his/her normal reporting time. Supervisors shall be required to answer all requests for sick leave promptly. Employees using leave under this Section shall furnish a statement from a medical practitioner upon the request of the Appointing Authority for absences in excess of three (3) work days, or when the Appointing Authority has reasonable reason to believe that an employee has abused or is abusing sick leave.

ARTICLE XX  
HOLIDAYS

Section 1. Eligibility. Employees on an unlimited appointment shall receive the following paid holidays. To be eligible, an employee must be in payroll status on the normal workday immediately preceding and the normal workday immediately following the holiday(s). However, unlimited intermittent employees must work the normal workday immediately before and immediately after the holiday.

Section 2. Designated Holidays. Employees shall observe the actual holiday if it falls on a normally scheduled work day or on the scheduled work day closest to the actual holiday if it does not fall on a normally scheduled work day. The Appointing Authority may, with the agreement of the Local Association, designate substitute days for the observance of the asterisked holidays.

New Year's Day  
\*President's Birthday  
Memorial Day  
Independence Day  
Labor Day  
\*Christopher Columbus Day  
\*Veteran's Day  
Thanksgiving Day  
Christmas Day  
One Floating Holiday

Employees shall receive one (1) floating holiday each fiscal year of this Agreement. The employee must request the floating holiday at least fourteen (14) calendar days in advance. The Appointing Authority may limit the number of employees that may be absent on any given day subject to the operational needs of the Appointing Authority. The Appointing Authority shall make a reasonable effort to approve the requested holiday. Floating holidays may not be accumulated. An employee who has not requested the floating holiday by May 1 of each fiscal year shall be scheduled to take a floating holiday on a day chosen by the Appointing Authority or be paid for the floating holiday in cash at the option of the Appointing Authority.

Section 3. Religious Holidays. Any employee who observes a religious holiday or a day which does not fall on a Sunday or a legal holiday shall be entitled to such time off. Time to observe religious holidays shall be taken without pay except where the employee has sufficient accumulated vacation leave 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.

Section 4. Minnesota School for the Deaf and Minnesota Blind and Sightsaving School. Employees will not normally be scheduled to work on the listed holidays except that the Appointing Authority may designate alternate days for the observance of these asterisked holidays. Prior to the implementation of a change in the listed holiday schedule, the Local Association may request to meet and confer regarding such change.

Notwithstanding the above, employees at Minnesota School for the Deaf and Minnesota Blind and Sightsaving School shall be eligible for the Christmas and New Year's holidays provided they are in payroll status on the last scheduled workday prior to the Christmas break and on the first scheduled work day following the break; however, to be eligible for the Independence Day holiday the employee(s) must be employed for the summer school session.

ARTICLE XXI  
INSURANCE

Section 1. Paid 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:

<u>Employee's Annual Base Salary</u>	<u>Group Life Insurance</u>	<u>Accidental Death and 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
over \$25,000	\$30,000	\$30,000

Up to \$100,000 additional insurance may be purchased by employees, subject to satisfactory evidence of insurability, in increments established by the Employer. The Employer shall also make available dependent coverage of \$2,000 for each dependent and optional life insurance for the spouse of the employee to a maximum coverage equal to one-half ( $\frac{1}{2}$ ) the total state group life insurance coverage maintained by the employee. Such additional optional insurance for the spouse must be purchased in increments established by the Employer.

Section 2. Employer Contribution for Health Insurance. Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the health, surgical, medical and hospital coverages.

Effective January 27, 1982, the Employer shall contribute the lesser of \$56.06 per month, or the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month equal to the total employee Blue Cross and Blue Shield insurance premium not to exceed the total cost for employee coverage.

Effective July 1, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage.

Effective January 27, 1982, the Employer shall contribute the lesser of \$76.94 per month, or the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month equal to one hundred percent (100%) of the total dependent Blue Cross and Blue Shield insurance premium for all employees carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible employees may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan, or any other plan offered by the Employer. Effective January 27, 1982, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 3. Employer Contribution for Dental Insurance. Effective July 1, 1981, the Employer shall pay the full cost of employee coverage for the dental coverage specified in Section 1 above.



ARTICLE XXI (Cont.)

INSURANCE

Effective January 27, 1982, the Employer shall contribute the lesser of \$8.38 per month or the total cost for employee coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month equal to the total cost of Delta Dental employee coverage not to exceed the total cost for employee dental insurance.

Effective July 1, 1981, the Employer shall pay one-half (1/2) of the difference in premium between single and family coverage for all eligible employees carrying dependent coverage.

Effective January 27, 1982, the Employer shall contribute the lesser of \$9.58 per month or the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month equal to one-half (1/2) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible employees may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer.

Section 4. Optional Insurance. The Employer shall continue to make available all existing optional insurance coverages.

Section 5. 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 and medical benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 6. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 2 and 3 above during the period of February 1st through February 26th, 1982, for fiscal year 1982, and during the period of August 15th through September 30th for fiscal year 1983. Changes in coverages shall become effective at the beginning of the payroll period nearest to February 24, 1982, for fiscal year 1982, and October 1, 1983, for fiscal year 1983.

Section 7. Insurance Coverage for Employees on Layoff. All eligible 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 insurance programs for an additional six (6) months at their own expense at the group premium rates.

Section 8. Eligibility. To be eligible for the benefits provided for in this Article, an employee must: 1) be scheduled to work at least 40 hours weekly for a period of 9 months or more in any 12 consecutive months, or 2) be scheduled to work at least 30 hours per week for a 12 consecutive month period.

It is understood that employees of the Minnesota School for the Deaf and the Minnesota Braille and Sightsaving School who work at least three-quarter time for the nine month academic year shall be eligible for state paid insurance benefits.

ARTICLE XXI (Cont.)

INSURANCE

An employee who is employed on the basis of an academic year and whose employment contemplates absences from the State payroll during the summer months and during break periods occurring at Christmas, New Year's and Easter, shall continue to be eligible for benefits provided he/she appears on the regular payroll for at least one working day for the payroll period immediately preceding such break periods.

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 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 work related injury or disability and is either receiving Workers' Compensation payments or is using disability leave as provided in Article XVII. Vacation leave, compensatory time, and 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.

For employees age sixty-five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

ARTICLE XXII  
INJURED ON DUTY

Section 1. Hazardous Occupation Injuries. The parties recognize that employees working with residents of the State's institutions or facilities face a high potential for injury due to the nature of their employment. Therefore, an employee who in the ordinary course of employment while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive, and/or intentional and overt act or consequences of such act of a person in the custodial control of the institution or which is incurred while attempting to apprehend or take into custody such inmate or resident, shall receive compensation in an amount equal to the difference between the employee's regular rate of pay and benefits paid under the worker's compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to two-hundred and forty (240) times the employee's regular hourly rate of pay per disabling injury.

Section 2. Other Job Related Injuries. An employee may elect to use accumulated vacation or sick leave or both during a period of absence due to compensable illness or injury. Such leave may be used on the following basis.

- A. Transfer of the Worker's Compensation benefits to the State to be credited to the employee's sick leave or vacation accrual in proportion to the amount of compensation received and accept sick leave or vacation time for the compensable sickness or injury; or
- B. Keep the Worker's Compensation benefits and supplement same from accumulated sick leave or vacation leave; in no event may the total rate of compensation exceed the regular compensation of the employee.

Section 3. Return to Employment. An employee so absent shall be entitled to immediate return to actual employment upon appropriate release from Worker's Compensation status.

An employee incurring an on-the-job injury shall be paid his/her regular rate of pay for the remainder of the work day. Any necessary deductions from accrued sick leave for employees so injured shall not commence until the first scheduled work day following the injury.

ARTICLE XXIII  
SALARIES

Section 1. Salary Schedules. The salary schedules are set forth in the following Appendices:

- Appendix D - Salary Schedule effective 7-1-81
- Appendix E - Salary Schedule effective 1-13-82
- Appendix F - Salary Schedule effective 6-30-82

Section 2. Conversion. Effective July 1, 1981, all employees shall be assigned to the same relative salary step within the salary range for their respective lane.

Employees assigned to range 690 of the Agreement in effect through June 30, 1981 or 684 of that Agreement on the basis of holding a "Special Education Certificate" shall convert to lane 4A or 4V of Appendix D effective 7/1/81. Such employees shall advance to lane 5A or 5V by providing evidence of 15 additional credits.

Section 3. Shift Differential. The shift differential for employees working on assigned shifts which begin before 6:00 a.m. or which end at or after 7:00 p.m., shall be thirty cents (\$.30) 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.

Section 4. Step Progression. Annual step increases shall be awarded beginning with the payroll period nearest the employee's anniversary date contingent upon satisfactory service as determined by the Performance Review, Article XI.

Section 5. Lane Changes. Lane changes shall be effective the beginning of the first payroll period following the submission of documentary evidence of advanced training by the employee. However, for implementation of the salary schedule effective 1-13-82, employees shall have until February 15, 1982 to submit documentary evidence if they have satisfied the requirements for a lane change as of 1-13-82. These adjustments do not affect the anniversary date for determining annual salary adjustments. The form for lane change requests is found in Appendix G.

Section 6. Lane Placement.

Subd. A. Credits. "Credits" as they apply to placement on the salary schedule include the following:

- 1) College credits that are recognized by a college or university that lead to an MA or MS degree or Fifth Year Program, satisfy relicensure requirements in areas germane to the institution's educational program, lead to licensure in an area of special education, or are otherwise approved by the Appointing Authority or other Employer designee(s) as being of value to the institution's educational program.
- 2) "Local Credit" received from courses offered by the institution or workshops in special areas that are approved by the Appointing Authority or other Employer designee(s). No more than one third (1/3) of the credits applied to any lane placement may be "local credits."

ARTICLE XXIII (Cont.)

SALARIES

- 3) Vocational Teachers applying for lanes 4V and 5V must have earned their credits subsequent to 7-1-73.

Subd. B. Credit Approval. Credit approval, when required, must be obtained by using the form provided in Appendix H of this Agreement.

Subd. C. Fifth Year Program. A Fifth Year Program is construed to mean completion (degree or certificate) of a recognized program from an accredited college or university.

Subd. D. Credit Documentation. Satisfactory completion of a college class must be documented with a college grade report, college transcript or the form provided in Appendix I of this Agreement.

Subd. E. Placement on Salary Schedule. The requirements for placement on each salary lane of the salary schedules are as follows:

1. Lane 1A: Less than a Bachelor's degree, or without a valid Minnesota Teacher's License.
2. Lane 1V: Without a valid Minnesota Vocational Instructor's License.
3. Lane 2A: A BA or BS degree and a valid Minnesota Teacher's License.
4. Lane 2V: A valid Minnesota Vocational Instructor's License.
5. Lane 3A: A BA or BS and a valid Minnesota Teacher's License plus 15 additional credits.
6. Lane 3V: A Five Year Vocational Instructor's License.
7. Lane 4A: A BA or BS degree and a valid Minnesota Teacher's License plus 30 additional credits.
8. Lane 4V: A Five Year Vocational Instructor's License plus 15 additional credits.
9. Lane 5A: A BA or BS degree and a valid Minnesota Teacher's License plus 45 additional credits.
10. Lane 5V: A Five Year Vocational Instructor's License plus 30 additional credits.
11. Lane 6: An MA or MS degree or completion of a Fifth Year Program and a valid Minnesota Teacher's License.
12. Lane 7: An MA or MS degree and a valid Minnesota Teacher's License plus 15 additional graduate credits.
13. Lane 8: An MA or MS degree and a valid Minnesota Teacher's License plus 30 additional graduate credits.

Section 7. Valid License. Employees are responsible for maintaining a valid Minnesota License on file with the Department of Employee Relations. If this provision is not complied with, the employee's salary will be reduced to the comparable step in salary lane 1A or 1V, whichever is applicable, where such salary will be paid until such time as verification of licensure is received.

Section 8. Step Placement. An employee shall be granted a step placement credit for each year of prior teaching or related experience up to the sixth step. Additionally, a vocational teacher shall be granted a step placement credit for every two years of related work experience up to the sixth step. Additional step placement credit may be granted at the discretion of the Appointing Authority.

## ARTICLE XXIV

### EXTRA-CURRICULAR ASSIGNMENTS

Section 1. Application. This Article shall apply only to the Minnesota School for the Deaf and the Minnesota Braille and Sightsaving School.

Section 2. Assignments. Assignments to extra-curricular activities that are in addition to the normal teaching schedule shall first be made from volunteers within the institution who are associated with the activity. In case the required number of such teachers has not been met with volunteers, the Employer shall have the right to assign such activity based on inverse seniority among those in the institution who are qualified and associated with the activity. The Appointing Authority retains the right to discontinue any of the above programs and to fill or not fill any vacancies.

### Section 3. Extra-Curricular Salary Schedule.

Athletic Director	\$1,500.00
Assistant Athletic Director	500.00
Varsity Head Coaches*	1,200.00
Varsity Assistant Coaches*	850.00
"C" Team Head Coaches*	600.00
"C" Team Assistant Coaches*	500.00
Sponsor Varsity Cheerleaders	650.00
Sponsor "C" Team Cheerleaders	450.00
Sponsor Senior Class	350.00
Sponsor Junior Class	300.00
Sponsor Sophomore Class	200.00
Director Yearbook Printing	300.00
"Companion" Editor	300.00
Drama Head	700.00
Drama Assistant	400.00
Junior National Association for Deaf	300.00

Activity Sponsors (for other than listed, school sponsored, competitive events. Broomball, beepball, etc.)

Home Events	10.00/hr.**
Away Events	100.00/day***
Other Workers (scorers, times, etc.)	5.00/hr.

\* For football, basketball, volleyball, track, and swimming.

\*\* For hours beyond the normal work day.

\*\*\* Saturdays and Sundays.

ARTICLE XXV  
EXPENSE ALLOWANCES

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

Section 2. Automobile Expense. When a State-owned vehicle is not available and an employee is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the employee at the rate of twenty-four (24) cents per mile (for Fiscal Year 1982) and at the rate of twenty-six (26) cents per mile (for Fiscal Year 1983) for mileage on the most direct route according to Transportation Department records. When a State-owned vehicle is offered and declined by the employee, mileage may be paid at the rate of nineteen (19) cents per mile (for Fiscal Year 1982) and at the rate of twenty-one (21) cents per mile (for Fiscal Year 1983) on the most direct route. However, if a State-owned vehicle is available, the Appointing Authority may require an employee to use the State car to conduct authorized State business. Deviations from the most direct route, such as vicinity driving or departure from the employee's residence, shall be shown separately on the employee's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. An employee shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

Employees who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of thirty-eight (38) cents per mile on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of twelve (12) 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 thirty-eight (38) cents and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

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

Section 4. Overnight Travel. Employees in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Employees in travel status

ARTICLE XXV (Cont.)  
EXPENSE ALLOWANCES

in excess of one (1) week without returning home shall be allowed actual cost not to exceed \$10.00 per week for laundry and dry cleaning for each week after the first week.

Section 5. Meal Allowances. Employees assigned to be in travel status between the employee's temporary or permanent work station and a field assignment shall be reimbursed for the actual cost of meals including a reasonable gratuity under the following conditions:

A. Breakfast.

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

B. Noon Meal.

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:

	Fiscal Year 1982	Fiscal Year 1983
Breakfast	\$4.50	\$ 5.50
Lunch	\$5.50	\$ 6.50
Dinner	\$9.50	\$10.50



ARTICLE XXV (Cont.)  
EXPENSE ALLOWANCES

Maximum reimbursement for meals outside the state or on trains including tax and gratuity, shall be:

	Fiscal Year 1982	Fiscal Year 1983
Breakfast	\$ 5.00	\$ 6.00
Lunch	\$ 6.00	\$ 7.00
Dinner	\$11.00	\$12.00

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the employee makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

Section 8. Membership in Professional Organizations. In each fiscal year, the Appointing Authority will reimburse each employee in the bargaining unit for membership dues paid to one professional organization related to the employee's job, up to a maximum of fifty dollars (\$50.00) each fiscal year, provided the Appointing Authority determines that such funds are available. However, the Appointing Authority will not reimburse membership dues to an employee for payment to an organization, one of whose purposes is to negotiate terms and conditions of employment of employees with the Employer.

Section 9. Employee Initiated Training Reimbursement. At the discretion of the Appointing Authority, an employee who participates in employee initiated training pursuant to Article X, Professional Development, Section 2, may be reimbursed for all or a portion of tuition, fees, books, or other required training materials.

ARTICLE XXVI  
RELOCATION ALLOWANCES

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 facility, the cost of moving the employee shall be paid by the Appointing Authority.

When an employee must change residence as a condition of employment, the move shall be considered to be at the initiative and in the best interests of the Employer and the Appointing Authority shall approve the reimbursement of relocation expenses in accordance with the provisions of the Article. Employees who are reassigned or transferred to vacant positions in the bargaining unit due to the abolishment of a position, removal to a new location, or removal to another State agency of all or a major portion of the operations of their Appointing Authority, shall receive relocation expenses in accord with the provisions of this Article.

An employee who is transferred or reassigned at such employee's request when the transfer or reassignment 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 expense shall be allowed unless the change of residence is completed within six (6) months, or unless other time extension arrangements have been approved by the Appointing Authority.

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

A. Travel Status. Employees eligible for relocation expenses pursuant to Section 1 shall be considered to be in travel status up to a maximum of ninety (90) calendar days and shall be allowed standard travel expenses to return to their original work station once a week. Standard travel expenses for the employee's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.

B. Realtor's Fees. Realtor's fees for the sale of the employee's domicile, not to exceed \$4,000, shall be paid by the Appointing Authority.

C. Moving Expenses. The Appointing Authority shall pay the cost of moving and packing the employee's household goods. The employee shall obtain no less than two (2) bids for packing and/or moving household goods and approval must be obtained from the Appointing Authority prior to any commitment to a mover

ARTICLE XXVI (Cont.)  
RELOCATION ALLOWANCES

to either pack or ship the employee's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the employee's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.

D. Miscellaneous Expenses. The employee shall be reimbursed up to a maximum of \$450.00 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 XXV (Expense Allowances)), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

ARTICLE XXVII  
SEVERANCE PAY

Section 1. 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. Employees with less than twenty (20) years continuous state service shall receive severance pay upon mandatory retirement or retirement at or after age sixty-five (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. Effective July 1, 1981, severance pay shall be based on the employee's regular rate of pay at the time of separation as follows:

- A. 40% of the employee's accumulated but unused sick leave to a maximum of 900 hours. If necessary, accumulated but unused sick leave bank hours will be added to the sick leave balance to attain the 900 hour maximum; plus
- B. 25% of the balance of any accumulated and unused sick leave bank hours.

In the case of employees who work a full scheduled academic year that is less than a full calendar year, such academic year shall be considered a calendar year for the purpose of this Article.

Section 2. Resignation. To qualify for severance pay, an employee must submit his/her resignation to the Appointing Authority at least thirty (30) calendar days in advance of the effective date.

ARTICLE XXVIII

WORK RULES

The Appointing Authority agrees to meet and confer with the Association on changes in work rules as far in advance as practicable.

ARTICLE XXIX  
MANAGEMENT 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 its various aspects, including but not limited to, the educational policies of the Employer; the right to direct the employees; to plan, direct, and control all the operations and services of the Employer; to determine the methods, means, organization, and number of personnel by which such operations and services are to be conducted; to assign employees; to transfer employees; to schedule working hours; to evaluate employees; to determine whether goods or services should be made or purchased; to hire, promote, demote, suspend, discipline, discharge, or relieve employees due to lack of work or other legitimate reasons; to make and enforce reasonable rules and regulations that are uniformly applied and uniformly enforced; and to change or eliminate existing methods, equipment, or facilities. 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 XXX  
STRIKES AND LOCK-OUTS

Section 1. Lock-Outs. No lock-out of an employee or group of employees shall be engaged in, sanctioned or supported by the Employer or its representatives during the term of this Agreement.

Section 2. No Strikes. The Association agrees that it will not promote or support any strike as defined in Minnesota Statutes 179.63, Subdivision 12, except as provided in Minnesota Statutes 179.64, Subdivision 1. Any employee who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

ARTICLE XXXI  
SAVINGS CLAUSE

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



ARTICLE XXXII  
COMPLETE AGREEMENT AND WAIVER

The parties acknowledge that during the negotiations which resulted 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 from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Association, for the life 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 not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge of contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further acknowledged that by mutual agreement of the parties to this Agreement modifications may be made to this Agreement provided such modifications are reduced to writing, signed by the parties to this Agreement, and contain a statement that the changes are mutually agreed to and that the parties intend the modifications to be a part of this Agreement.

ARTICLE XXXIII  
DURATION

This Agreement shall become effective on the first day of July, 1981, and shall remain in full force and effect through the thirtieth day of June, 1983. This Agreement shall be automatically renewed from biennium to biennium thereafter unless either party shall notify the other, in writing, no later than August 15, that it desires to modify this Agreement. Negotiations concerning modifications of this Agreement shall commence after such notice has been given, but not later than November 1.

The terms of this Agreement shall continue in effect and shall be enforceable upon both parties during the period after the Agreement expires and prior to the date when the right to strike matures and for such additional time as may be agreed to in writing by the parties.

Twenty-five (25) copies of this Agreement will be provided to the Association at the expense of the Employer within 30 days after the Agreement is signed. Upon request, additional copies of the Agreement will be provided at unit cost.

In witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

FOR THE ASSOCIATION

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

FOR THE EMPLOYER

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

**PERFORMANCE REVIEW**

This information may be used in decisions concerning advancement, reassignment, future training needs, performance related salary adjustments, and as evidence in contested disciplinary actions. The employee may legally refuse to provide the information, but failure to do so may affect any of the above decisions.

EMPLOYEE'S NAME		AGENCY/DIVISION	
CLASSIFICATION TITLE		WORKING TITLE (if different)	POSITION CONTROL NUMBER
APPRAISAL PERIOD	to	DATE PERFORMANCE INDICATORS ESTABLISHED	DATE REVIEWED WITH EMPLOYEE

**A. EVALUATION OF RESPONSIBILITIES** identified in the employee's position description. For each responsibility check the appropriate level of performance in terms of three primary factors: quantity, quality and time. If a factor is inappropriate for measuring the employee's performance of a given responsibility, cross out that factor. There is also room to add a factor that may be more appropriate than the three listed. Use the COMMENTS section to support and/or qualify your evaluation. Comment (justification) must be given when either "Below Standards" or "Greatly Exceeds Standards" is used.

RESP. NO.	PRIORITY	% OF TIME	EVALUATION FACTORS	LEVELS OF PERFORMANCE					COMMENTS
				Below Standards	Minimally Meets Standards	Fully Meets Standards	Exceeds Standards	Greatly Exceeds Standards	
See Position Desc.									
<b>1</b>			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
				( )	( )	( )	( )	( )	
<b>2</b>			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
				( )	( )	( )	( )	( )	
<b>3</b>			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
				( )	( )	( )	( )	( )	
<b>4</b>			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
				( )	( )	( )	( )	( )	
<b>5</b>			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
				( )	( )	( )	( )	( )	
<b>6</b>			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
				( )	( )	( )	( )	( )	
<b>7</b>			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
				( )	( )	( )	( )	( )	
<b>8</b>			QUANTITY	( )	( )	( )	( )	( )	
			QUALITY	( )	( )	( )	( )	( )	
			TIME	( )	( )	( )	( )	( )	
				( )	( )	( )	( )	( )	

**B. ADDITIONAL COMMENTS AND CONCERNS** to be considered in the performance review. Add anything that is relevant to the employee's performance not included in Section A.

**C. OVERALL PERFORMANCE LEVEL OF EMPLOYEE.** Check appropriate statement below. Consider all data in Sections A and B.

Performance is clearly outstanding in all phases of the position. The employee's achievements and contributions greatly exceed standards, expectations and requirements.

Performance is superior. The employee consistently performs at a higher level than the job requires.

Performance is satisfactory in all phases of the position. The employee meets all job requirements and expectations.

Performance is adequate. The employee meets most of the job requirements and expectations, but needs improvement.

Performance is unsatisfactory. The employee does not meet job requirements and expectations. Improvement is essential to justify retention in the position.

**D. GROWTH POTENTIAL OR PROMOTABILITY OF EMPLOYEE.** Consider the employee's ability to handle a job of increased scope and responsibility in the same career area; self-improvement efforts; and record of past accomplishments.

1. If a higher level position were available at this time, would the employee be ready for promotion?

☐ Yes, the employee is ready    ☐ No, the employee is not ready    ☐ Do not know

2. The employee's long-range promotability is:

☐ Excellent    ☐ Good    ☐ Limited (without considerable development)    ☐ Unknown

3. The employee is interested in career planning and would like organizational assistance in developing a plan.

☐ Yes    ☐ No    ☐ The employee is interested in development, but does not need help in planning.

**POSITION DESCRIPTION REVIEW** is to be completed each year. Description should be reviewed annually and revised if the position changes (need not be rewritten each year). The position description must be entirely rewritten every three years. A copy of the employee's revised or rewritten position description should be submitted to the agency's personnel office with a copy of the review form.

The current position description is:

- ☐ an accurate reflection of the current responsibilities and performance standards.
- ☐ revised to reflect changes in the position.
- ☐ rewritten because it is three years old.

**F. EMPLOYEE COMMENTS (optional)**

SIGNATURE OF RATER (I have completed the above evaluation)

Date

SIGNATURE OF EMPLOYEE (I have read the above evaluation)

Date

SIGNATURE OF RATER'S SUPERVISOR (I have reviewed and concur with the above evaluation)

Date

# APPENDIX B - VACATION

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

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

No. Hours Worked During Pay Period	0 thru 5 years	After 5 thru 8 years	After 8 thru 12 years	After 12 thru 20 years	After 20 years
Less than 9½	0	0	0	0	0
At least 9½ but less than 19½	¾	1	1-¼	1-½	1-½
At least 19½, but less than 29½	1	1-¼	1-¾	2	2
At least 29½, but less than 39½	1-½	2	2-¾	3	3
At least 39½, but less than 49½	2	2-½	3-½	3-¾	4
At least 49½, but less than 59½	2-½	3-¼	4-½	4-¾	5
At least 59½, but less than 69½	3	3-¾	5-¼	5-¾	6
At least 69½, but less than 79½	3-½	4-½	6-¼	6-¾	7
At least 79½	4	5	7	7-½	8

APPENDIX C - SICK LEAVE

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

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

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

APPENDIX D  
SPECIAL TEACHER SALARY SCHEDULE  
(Effective Date: July 1, 1981)

Range	ACADEMIC ACHIEVEMENT	Steps												
		1	2	3	4	5	6	7	8	9	10	11	12	13
1A	Without a valid Minnesota Teacher's license.	1091 (6.27)	1128 (6.48)	1161 (6.67)	1195 (6.87)	1230 (7.07)	1265 (7.27)	1300 (7.47)	1336 (7.68)	1371 (7.88)	1404 (8.07)	1437 (8.26)	1474 (8.47)	
1V	Without a valid Minnesota Vocational Instructor's license.	1331 (7.65)	1380 (7.93)	1430 (8.22)	1481 (8.51)	1529 (8.79)	1578 (9.07)							
2A	BA/BS plus a valid Minnesota Teacher's license.													
2V	Valid Minnesota Vocational Instructor's license.	1394 (8.01)	1463 (8.41)	1533 (8.81)	1604 (9.22)	1672 (9.61)	1742 (10.01)	1813 (10.42)	1883 (10.82)	1952 (11.22)	2020 (11.61)	2090 (12.01)	2161 (12.42)	
4A	BA/BS and 30 quarter credits (approved) plus a valid Minnesota Teacher's license.													
4V	Five Year Vocational Instructor's license plus 15 additional credits.	1470 (8.45)	1547 (8.89)	1622 (9.32)	1700 (9.77)	1778 (10.22)	1853 (10.65)	1930 (11.09)	2004 (11.52)	2081 (11.96)	2159 (12.41)	2234 (12.84)	2311 (13.28)	
6	MA/MS plus a valid Minnesota Teacher's license, or completion (degree or certificate) of a Fifth Year Program plus a valid Minnesota Teacher's license.	1523 (8.75)	1603 (9.21)	1681 (9.66)	1757 (10.10)	1837 (10.56)	1916 (11.01)	1996 (11.47)	2076 (11.93)	2152 (12.37)	2232 (12.83)	2311 (13.28)	2389 (13.73)	2471 (14.20)
8	MA/MS and 30 graduate quarter credits (approved) plus a valid Minnesota Teacher's license.	1575 (9.05)	1658 (9.53)	1742 (10.01)	1825 (10.49)	1905 (10.95)	1992 (11.45)	2074 (11.92)	2156 (12.39)	2239 (12.87)	2323 (13.35)	2406 (13.83)	2488 (14.30)	2572 (14.78)

APPENDIX E  
SPECIAL TEACHER SALARY SCHEDULE  
(Effective Date: January 13, 1982)

Range	ACADEMIC ACHIEVEMENT	Steps												
		1	2	3	4	5	6	7	8	9	10	11	12	13
1A	Without a valid Minnesota Teacher's license.	1091 (6.27)	1128 (6.48)	1161 (6.67)	1195 (6.87)	1230 (7.07)	1265 (7.27)	1300 (7.47)	1336 (7.68)	1371 (7.88)	1404 (8.07)	1437 (8.26)	1474 (8.47)	
1V	Without a valid Minnesota Vocational Instructor's license.	1331 (7.65)	1380 (7.93)	1430 (8.22)	1481 (8.51)	1529 (8.79)	1578 (9.07)							
2A	BA/BS plus a valid Minnesota Teacher's license.													
2V	Valid Minnesota Vocational Instructor's license.	1436 (8.25)	1510 (8.68)	1585 (9.11)	1660 (9.54)	1735 (9.97)	1810 (10.40)	1884 (10.83)	1959 (11.26)	2034 (11.69)	2109 (12.12)	2184 (12.55)	2259 (12.98)	
3A	BA and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	1510 (8.68)	1585 (9.11)	1660 (9.54)	1735 (9.97)	1810 (10.40)	1884 (10.83)	1959 (11.26)	2034 (11.69)	2109 (12.12)	2184 (12.55)	2259 (12.98)	2333 (13.41)	
3V	Five year Vocational Instructor's license.													
4A	BA/BS and 30 quarter credits (approved) plus a valid Minnesota Teacher's license.	1585 (9.11)	1660 (9.54)	1735 (9.97)	1810 (10.40)	1884 (10.83)	1959 (11.26)	2034 (11.69)	2109 (12.12)	2184 (12.55)	2259 (12.98)	2333 (13.41)	2408 (13.84)	
4V	Five Year Vocational Instructor's license plus 15 additional credits.													
5A	BA/BS and 45 quarter credits (approved) plus a valid Minnesota Teacher's license.	1660 (9.54)	1735 (9.97)	1810 (10.40)	1884 (10.83)	1959 (11.26)	2034 (11.69)	2109 (12.12)	2184 (12.55)	2259 (12.98)	2333 (13.41)	2408 (13.84)	2483 (14.27)	
5V	Five Year Vocational Instructor's license plus 30 additional credits.													
6	MA/MS plus a valid Minnesota Teacher's license, or completion (degree or certificate) of a Fifth Year Program plus a valid Minnesota Teacher's license.	1735 (9.97)	1810 (10.40)	1884 (10.83)	1959 (11.26)	2034 (11.69)	2109 (12.12)	2184 (12.55)	2259 (12.98)	2333 (13.41)	2408 (13.84)	2483 (14.27)	2558 (14.70)	2633 (15.13)



## APPENDIX E (Cont.)

Range	ACADEMIC ACHIEVEMENT	1	2	3	Steps 4	5	6	7	8	9	10	11	12	13
7	MA/MS and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	1810 (10.40)	1884 (10.83)	1959 (11.26)	2034 (11.69)	2109 (12.12)	2184 (12.55)	2259 (12.98)	2333 (13.41)	2408 (13.84)	2483 (14.27)	2558 (14.70)	2633 (15.13)	2707 (15.56)
8	MA/MS and 30 graduate quarter credits (approved) plus a valid Minnesota Teacher's license.	1884 (10.83)	1959 (11.26)	2034 (11.69)	2109 (12.12)	2184 (12.55)	2259 (12.98)	2333 (13.41)	2408 (13.84)	2483 (14.27)	2558 (14.70)	2633 (15.13)	2707 (15.56)	2782 (15.99)

APPENDIX F  
SPECIAL TEACHER PAY SCHEDULE  
(Effective Date: June 30, 1982)

Range	ACADEMIC ACHIEVEMENT	Steps												
		1	2	3	4	5	6	7	8	9	10	11	12	13
1A	Without a valid Minnesota Teacher's license.	1173 (6.74)	1213 (6.97)	1248 (7.17)	1286 (7.39)	1322 (7.60)	1361 (7.82)	1397 (8.03)	1437 (8.26)	1474 (8.47)	1510 (8.68)	1545 (8.88)	1585 (9.11)	
1V	Without a valid Minnesota Vocational Instructor's license.	1430 (8.22)	1482 (8.52)	1538 (8.84)	1592 (9.15)	1644 (9.45)	1697 (9.75)							
2A	BA/BS plus a valid Minnesota Teacher's license.													
2V	Valid Minnesota Vocational Instructor's license.	1543 (8.87)	1623 (9.33)	1703 (9.79)	1785 (10.26)	1865 (10.72)	1945 (11.18)	2025 (11.64)	2105 (12.10)	2187 (12.57)	2267 (13.03)	2347 (13.49)	2427 (13.95)	
3A	BA and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	1623 (9.33)	1703 (9.79)	1785 (10.26)	1865 (10.72)	1945 (11.18)	2025 (11.64)	2105 (12.10)	2187 (12.57)	2267 (13.03)	2347 (13.49)	2427 (13.95)	2509 (14.42)	
3V	Five Year Vocational Instructor's license.													
4A	BA/BS and 30 quarter credits (approved) plus a valid Minnesota Teacher's license.	1703 (9.79)	1785 (10.26)	1865 (10.72)	1945 (11.18)	2025 (11.64)	2105 (12.10)	2187 (12.57)	2267 (13.03)	2347 (13.49)	2427 (13.95)	2509 (14.42)	2589 (14.88)	
4V	Five Year Vocational Instructor's license plus 15 additional credits.													
5A	BA/BS and 45 quarter credits (approved) plus a valid Minnesota Teacher's license.	1785 (10.26)	1865 (10.72)	1945 (11.18)	2025 (11.64)	2105 (12.10)	2187 (12.57)	2267 (13.03)	2347 (13.49)	2427 (13.95)	2509 (14.42)	2589 (14.88)	2669 (15.34)	
5V	Five Year Vocational Instructor's license plus 30 additional credits.													
6	MA/MS plus a valid Minnesota Teacher's license, or completion (degree or certificate) of a Fifth Year Program plus a valid Minnesota Teacher's license.	1865 (10.72)	1945 (11.18)	2025 (11.64)	2105 (12.10)	2187 (12.57)	2267 (13.03)	2347 (13.49)	2427 (13.95)	2509 (14.42)	2589 (14.88)	2669 (15.34)	2749 (15.80)	2829 (16.26)

## APPENDIX F (Cont.)

Range	ACADEMIC ACHIEVEMENT	1	2	3	Steps 4	5	6	7	8	9	10	11	12	13
7	MA/MS and 15 quarter credits (approved) plus a valid Minnesota Teacher's license.	1945 (11.18)	2025 (11.64)	2105 (12.10)	2187 (12.57)	2267 (13.03)	2347 (13.49)	2427 (13.95)	2509 (14.42)	2589 (14.88)	2669 (15.34)	2749 (15.80)	2829 (16.26)	2911 (16.73)
8	MA/MS and 30 graduate quarter credits (approved) plus a valid Minnesota Teacher's license.	2025 (11.64)	2105 (12.10)	2187 (12.57)	2267 (13.03)	2347 (13.49)	2427 (13.95)	2509 (14.42)	2589 (14.88)	2669 (15.34)	2749 (15.80)	2829 (16.26)	2911 (16.73)	2991 (17.19)

APPENDIX G  
REQUEST FOR LANE CHANGE

Employee Name: \_\_\_\_\_

Lane being applied for: \_\_\_\_\_

Courses to be applied for lane change: (Attach documentation)

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

I request that the above courses be applied for a lane change in accordance with the labor agreement between the State of Minnesota and the S.R.S.E.A.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Submitted

-----  
FOR APPOINTING AUTHORITY USE

Approved \_\_\_\_\_  
\_\_\_\_\_

Date Received \_\_\_\_\_

Not Approved \_\_\_\_\_  
\_\_\_\_\_

Reasons \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Appointing Authority or Designee

\_\_\_\_\_  
Date Approved

APPENDIX H  
REQUEST FOR APPROVAL OF CREDIT

Employee Name: \_\_\_\_\_

College, University, or Sponsor: \_\_\_\_\_

Department: \_\_\_\_\_

Course or Program: \_\_\_\_\_

Title: \_\_\_\_\_

Date(s): \_\_\_\_\_

Number of Credits: \_\_\_\_\_

Course or Program Description: \_\_\_\_\_

Explain the value of this course or program to the Institution's Education Program: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I affirm that the above information is correct and hereby request that this credit be approved for utilization in accordance with the labor agreement between the State of Minnesota and the State of Residential Schools Education Association.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Submitted

Approved: \_\_\_\_\_

Not Approved \_\_\_\_\_

Reasons \_\_\_\_\_

\_\_\_\_\_  
Appointing Authority or Designee

\_\_\_\_\_  
Date Approved

APPENDIX I

CREDIT DOCUMENTATION FORM

CERTIFICATION OF SATISFACTORY COMPLETION OF COLLEGE CLASS

NAME OF STUDENT \_\_\_\_\_ DATE \_\_\_\_\_

EMPLOYING FACILITY \_\_\_\_\_

COLLEGE/UNIVERSITY \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

COURSE NUMBER \_\_\_\_\_

COURSE TITLE \_\_\_\_\_

\_\_\_\_\_ GRADUATE

\_\_\_\_\_ UNDERGRADUATE

CREDIT HOURS \_\_\_\_\_

This is to certify that the above named student has satisfactorily completed this course.

INSTRUCTOR \_\_\_\_\_ DATE \_\_\_\_\_

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
STATE RESIDENTIAL SCHOOL EDUCATION ASSOCIATION

This Memorandum of Understanding is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1982, by and between the State of Minnesota (hereinafter "Employer") and the State Residential School's Education Association (hereinafter "Association").

RETROACTIVITY

1. Salary increases shall be retroactive to July 1, 1981, for the first adjustment and January 13, 1982, for the second adjustment.
2. Extra-Curricular Assignments, Article XXIV, shall be retroactive to July 1, 1981.
3. Expense Allowances, Article XIX, shall be retroactive to July 1, 1981. Employees shall submit all changed or additional expense claims by March 1, 1982, or shall lose the right to reimbursement at the higher rates. The Appointing Authority may require proper documentation of such increased or added claims. Retroactivity shall not be extended to employees who are not in employment status as of the effective date of ratification by the Legislative Commission on Employee Relations, except that employees on layoff shall be treated as eligible for expense reimbursements under this provision.
4. The provisions of Vacation Leave, Article XVIII, shall be retroactive to July 1, 1981.
5. Article XXIII, Section 3., Shift Differential shall be retroactive to July 1, 1981.
6. Employees who have separated from State Service from July 1, 1981, through the effective date of ratification by the Legislative Commission on Employee Relations shall be eligible for retroactive wages upon written request to DOER submitted no later than March 1, 1982. The parties agree that the Employer is under no obligation to contact separated former employees under this provision.
7. Other Portions of the Agreement. Notwithstanding the provisions of Article XXXIII, all other provisions of the Agreement shall be effective on the date of ratification of the Agreement by the Legislative Commission on Employee Relations, which is \_\_\_\_\_, 1982, or as expressly provided in the Agreement.

In witness whereof, the parties have set their hands this \_\_\_\_ day of \_\_\_\_\_, 1982.

For the Association:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_





MEMORANDUM OF UNDERSTANDING  
Between  
STATE OF MINNESOTA  
and  
MIDDLE MANAGEMENT ASSOCIATION

LCER 5/4/82  
Unit 16

This Memorandum of Understanding is made and entered into this 19TH day of April, 1982, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER, and the Supervisory Employees Unit (Middle Management Association), hereinafter referred to as the ASSOCIATION to supplement the 1981-83 Agreement between the parties as follows:

1. The sixty (60) day eligibility period for early retirement insurance benefits provided under Chapter 522, Laws of 1982 is hereby extended from May 21 to June 30, 1982. An eligible employee's last day on the payroll must not exceed June 29, 1982.
2. Article XXVII, Section 9, of the 1981-83 Agreement is supplemented by the provisions of Chapter 522, Laws of 1982 for those who qualify for early retirement insurance benefits.
3. Article XXVII, Section 11 of the 1981-83 Agreement is supplemented by an additional open enrollment period beginning March 23, 1982 through June 30, 1982 for employees who retire pursuant to the early retirement insurance provisions of Chapter 522, Laws of 1982. As a result of the additional open enrollment period, those who qualify for early retirement benefits shall have any changes in insurance carriers become effective the first day of the first full payroll period following retirement or for those who already retired during the eligibility period beginning March 23, 1982 such insurance carrier changes shall become effective the first day of the next two week period which corresponds to a State employee pay period.
4. Continued receipt of early retirement insurance benefits is contingent upon completion of all the required forms and continued payment of the non-State paid portion of the insurance premium.

The Employer and the Association agree that this Memorandum of Understanding shall remain in effect through the 30th day of June, 1983.

In witness whereof, the parties hereto have affixed their signatures this 19TH day of April, 1982.

FOR THE ASSOCIATION

Eugene C. Aune Pres.

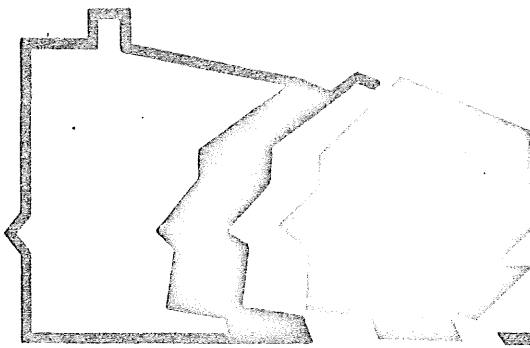
FOR THE EMPLOYER

Barbara L. Sundquist  
Barbara L. Sundquist, Commissioner  
Department of Employee Relations

James W. Geissner  
James W. Geissner,  
Deputy Commissioner  
State Labor Negotiator  
Department of Employee Relations

William E. Bender  
William Bender  
Assistant State Negotiator  
Department of Employee Relations

State of  
Minnesota



DEPARTMENT OF EMPLOYEE RELATIONS

3rd Floor, Space Center Bldg.  
444 Lafayette Road  
St. Paul, Minnesota 55101  
(612) 296-2616

UNIT 16 (SUPERVISORS)

I. Economic Costs

<u>Cost Item</u>	<u>Biennial Base</u>	<u>Biennial New Money</u>
Salary	107,522,790	15,763,773
FICA & Retirement	13,821,110	2,027,704
Insurance	<u>6,803,878</u>	<u>1,408,530</u>
Total	128,147,778	19,200,007

II. Exclusive Representative: Middle Management Association

III. Bargaining Unit Composition: 2445 supervisory positions in executive branch agencies.

*Approx. 2,500 employees*

## Summary of MMA Proposed Settlement

### I. Salaries

Supervisors represented by Middle Management Association prior to July 1, 1981

- F.Y. '82: 8.0% Across-the-Board 7/1/81
- F.Y. '83: 7.5% Across-the-Board 7/14/82

Supervisors not represented by Middle Management Association prior to July 1, 1981

- F.Y. '82: 5.0% Across-the-Board 7/1/81  
5.3% Across-the-Board 1/13/82
- F.Y. '83: 5.0% Across-the-Board 7/14/82  
6.2% (average) conversion 2/9/83 *to same salary grid as MMA prev. represented employees*
- Inequity adjustments totalling \$375,710 over the biennium. Inequities are found on pages 70-72 of the proposed Agreement.

### II. Fringe Benefits

- Continue current Health Insurance benefits; increase major medical benefit from \$250,000 to \$500,000
- Raise deductible from \$50 to \$100
- \$50. off-set paid in 1981 and 1982 to supervisors with Blue Cross/Blue Shield coverage
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to \$56.06 for supervisor coverage  
Contribute up to \$76.94 for dependent coverage
  - F.Y. '83: Contribute up to the total cost of Blue Cross/Blue Shield supervisor coverage  
Contribute up to 90% of the cost of Blue Cross/Blue Shield dependent coverage
- Eliminate Health Testing
- Continue current Dental Insurance benefits
- Flat rate Employer contribution:
  - F.Y. '82: Contribute up to \$8.38 for supervisor coverage  
Contribute up to \$9.58 for dependent coverage
  - F.Y. '83: Contribute up to the total cost of Delta Dental for supervisor coverage  
Contribute up to 50% of the cost of Delta Dental dependent coverage
- Eliminate \$500 Death benefit
- Increase Life Insurance to \$30,000 for supervisors earning over \$25,000
- Vacation change to same level as other state employees 0-5 years 4 hours per pay period
- Birthday Holiday converted into a floating holiday

LABOR AGREEMENT  
BETWEEN THE  
STATE OF MINNESOTA  
AND THE  
MIDDLE MANAGEMENT ASSOCIATION  
JULY 1, 1981 THROUGH JUNE 30, 1983

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## PREAMBLE

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by and between the State of Minnesota, hereinafter referred to as the Employer, and the Middle Management Association, hereinafter referred to as the Association, has as its purpose the promotion of harmonious relations between the Employer, the Association, and the supervisors 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 of efficient operations of the State agencies; and the establishment of a full and complete understanding relative to conditions of employment that are within the control of the Employer.

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

## ARTICLE I ASSOCIATION RECOGNITION

Section 1. Recognition. The Employer recognizes the Association as the exclusive representative for all supervisors employed by the State of Minnesota for more than fourteen (14) hours per week and more than one hundred (100) working days per year as certified by the Bureau of Mediation Services Case Nos. 81-PR-5-A and 81-PR-222-A.

Section 2. Disputes. In the event of a dispute, assignment of supervisors to the appropriate bargaining unit shall be accomplished in accordance with Minn. Stat. 179.71, Subd. 5(j).

Section 3. Exclusive Recognition. The Employer will not meet and negotiate with any other labor or employee organization concerning the terms and conditions of employment for supervisors covered by this Agreement. The Employer will not assist or otherwise encourage any other employee organizations which seek to bargain for supervisors covered by this Agreement.

## ARTICLE II DUES CHECKOFF

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

Section 2. Hold Harmless. The Association agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments 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.

Section 3. Dues Remission. The aggregate deductions of all supervisors shall be remitted by the Employer together with an itemized statement to the Middle Management Association no later than ten (10) days following the end of each payroll period.

Section 4. Supervisor Lists. The Appointing Authority shall advise the designated Association Representative, in writing, of the names, social security numbers, classifications and addresses of all supervisors added to the bargaining unit and the names of supervisors removed from the bargaining unit on a bi-weekly payroll basis. Where no such personnel transactions occurred, the Appointing Authority shall so state. The bi-weekly lists shall be transmitted no later than one (1) week following the end of each payroll period. The Association will file the names of designated representatives for this purpose with the Appointing Authority.

### ARTICLE III NON-DISCRIMINATION

Section 1. Consistent Application. This Agreement shall be applied equally to all supervisors 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 law. The Association shall share equally with the Appointing Authority the responsibilities established by this Article.

Section 2. Supervisor Responsibility. Supervisors covered by this Agreement shall perform their duties and responsibilities in a non-discriminatory manner as such duties and responsibilities involve other employees, supervisors, the general public and/or clients.

Section 3. Association Membership. The Appointing Authority shall not discriminate against, interfere with, restrain or coerce a supervisor from exercising the right to join or participate in the activities of the Association or participate in an official capacity on behalf of the Association which is in accordance with the provisions of this Agreement. The Association shall not discriminate against, interfere with, restrain, or coerce a supervisor from exercising the right not to join the Association and shall not discriminate against any supervisor in the administration of this Agreement because of non-membership in the Association.

Section 4. Association Responsibility. The Association accepts the responsibility as the exclusive representative and agrees to represent all supervisors in the bargaining unit without discrimination.

### ARTICLE IV 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 and its agencies in all of their various aspects, including but not limited to, the right to direct and assign employees; to plan, direct and control all the operations and services of the Employer; to schedule working hours; 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 V ASSOCIATION RIGHTS

Section 1. Representatives. The Association may designate for each work location in the bargaining unit a supervisor as Representative to function as steward. The Association shall notify the Appointing Authority of the names of the Association Representatives selected as provided in this Article, designating the work location they will be responsible for. The Association shall notify the Appointing Authority of any subsequent changes in such Representatives.

Section 2. Representatives' Activities. Representatives shall have authority to process and determine the validity of grievances from the Association's viewpoint at his/her work location that arise under the Grievance Procedure Article of this Agreement. The Employer agrees that during working hours, on the Appointing Authority's premises within the Representatives' work location and without loss of pay, Representatives will be allowed reasonable time to post official Association notices, distribute the Association newsletters, and to transmit communications authorized by the Association to the Employer as are required for the administration of this Agreement, providing, however, this activity does not interfere with normal work duties. The Representative shall first inform his/her superior of his/her impending departure and shall first receive approval to leave the work location.

Section 3. Bulletin Boards. The Appointing Authority shall make space available on a bulletin board to be used exclusively by the Association for the posting of official Association notices, meetings, elections, minutes, and newsletters.

Section 4. Notification. When the Employer has determined that a position in the supervisory unit is to be placed in the management schedule, the Employer shall notify the Association in advance of such placement.

## ARTICLE VI STRIKES AND LOCKOUTS

Section 1. Strikes. The Association, its officers and agents, and the supervisors covered by this Agreement agree not to promote or support any strikes as defined in Minn. Stat. 179.63, Subd. 12. Any supervisor who knowingly violates the provisions of this Section may be discharged or otherwise disciplined.

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



ARTICLE VII  
DISCIPLINE AND DISCHARGE

Section 1. Purpose. Disciplinary action may be imposed on supervisors only for just cause.

Section 2. Disciplinary Action. Discipline may include only the following, but not necessarily in this order:

1. Oral reprimand (not grievable)
2. Written reprimand (not arbitrable)
3. Suspension
4. Demotion
5. Discharge

Upon request of a supervisor who is being questioned during an investigation that may lead to a disciplinary action against the supervisor, an Association Representative shall be present at such meeting.

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

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 supervisor in writing of the specific reason(s) for such action, with a copy to the Association Representative or President.

The Appointing Authority may discipline a supervisor before such notification is given if extenuating circumstances exist. The Appointing Authority will provide the supervisor with such notification within one working day, exclusive of Saturdays, Sundays and holidays, after such action.

Section 3. Discharge of Permanent Supervisors. The Appointing Authority shall not discharge any permanent supervisor without just cause. If, in any case, the Appointing Authority believes there is just cause for discharge, the supervisor shall be suspended for five (5) days prior to being terminated. The supervisor and the Association will be notified, in writing, that a supervisor has been suspended and subject to discharge and shall be furnished with the reason(s) therefor.

The Association shall have the right to take up a discharge at the second step of the Grievance Procedure and the matter shall be handled in accordance with this procedure, if so requested by the Association.

A supervisor found to be unjustly discharged shall be reinstated in accordance with the conditions agreed to between the parties if appropriate or the decision of the arbitrator.

Section 4. Probationary Supervisors. Probationary supervisors serving an initial probationary period may have the Association process a grievance on discharge or non-certification through Step 3 of the Grievance Procedure of this Agreement, but such grievances shall not be subject to the arbitration provisions of this Agreement.

Supervisors who have permanent status in another classification who fail to be certified in a subsequent probationary period may have the Association process non-certification grievances through Step 3 of the grievance procedure of this Agreement, but such grievances shall not be subject to the arbitration provisions of this Agreement.

Upon request, such supervisors shall be given the reason for the non-certification or discharge.

The provisions of Section 1 of this Article shall not apply to this Section.

Section 5. Unclassified Supervisors. The discharge or termination of unclassified supervisors is not subject to the arbitration provisions of this Agreement.

The provisions of Section 1 of this Article shall not apply to this Section.

Section 6. Personnel Records. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the supervisor and, if corrected, shall not be entered into the supervisor's personnel record.

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

Upon the request of the supervisor, a written reprimand shall be removed from the supervisor's personnel record provided that no further disciplinary action has been taken against the supervisor for a period of two (2) years following the date of the written reprimand.

The contents of a supervisor's personnel office record shall be disclosed to him/her upon request and to the supervisor's Association Representative upon the written request of the supervisor. In the event a grievance is initiated under Article VIII, the Appointing Authority shall provide a copy of any items from the supervisor's personnel office record upon the request of the supervisor.

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

Each supervisor shall be furnished with a copy of all evaluative and disciplinary entries into their personnel office record at or before the time such entry is placed in the record and shall be entitled to place his/her written response to such action in the personnel office record.

#### ARTICLE VIII 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. Supervisors are encouraged to first attempt to resolve the matter on an

informal basis with their immediate superior at the earliest opportunity. If the matter cannot be resolved to the supervisor'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, setting forth the nature of the grievance, the facts upon which it was based, section or sections of the Agreement alleged to have been violated, and the relief requested and shall be presented to the grievant's immediate superior by an Association Representative. Any alleged violation not processed to this step within twenty-one (21) calendar days of the first occurrence of the event giving rise to the grievance or within twenty-one (21) calendar days after the grievant, through the use of reasonable diligence should have knowledge of the first occurrence of the event giving rise to the grievance, shall be considered waived. Within seven (7) calendar days after receiving the written grievance, the grievant's immediate superior and the Association Representative shall meet with or without the grievant, in an attempt to resolve the grievance. If the grievance remains unresolved after this meeting, the immediate superior's written answer to the grievance shall be given to the Association Representative within seven (7) calendar days of this meeting. The Association may appeal the grievance to Step 2 within seven (7) calendar days of the receipt of the immediate superior's answer.

STEP 2. Within seven (7) calendar days after receiving the Association's appeal, the Appointing Authority or designee and the appropriate Association Representative with or without the supervisor 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 Association Representative within seven (7) calendar days following this meeting. The Association may refer the grievance in writing to Step 3 within seven (7) days after receipt of the Appointing Authority or designee's written answer.

STEP 3. Within ten (10) calendar days following the receipt of a grievance referred from Step 2, the Appointing Authority or designee shall meet with the Association's designee in an attempt to resolve the grievance. Within ten (10) calendar days following this meeting, the Appointing Authority or designee shall respond in writing to the Association Representative stating the Appointing Authority or designee's answer concerning the grievance. If, as a result of the written response, the grievance remains unresolved, the Association may refer the grievance within twenty (20) calendar days to Step 4. Any grievance not referred in writing by the Association to Step 4 within twenty (20) calendar days following receipt of the answer of the Appointing Authority or designee shall be considered waived.

STEP 4. If the grievance remains unresolved, the Association may, within twenty (20) calendar days after the response of the Appointing Authority or designee is due, by written notice to the Deputy Commissioner of the Department of Employee Relations (State Labor Negotiator) request arbitration of the grievance. The arbitration proceeding shall be conducted by an arbitrator to be selected by mutual agreement of the Employer and the Association within ten (10) calendar days after notice

has been given. If the parties fail to mutually agree upon an arbitrator within the said ten (10) day period, either party may request the Director, Bureau of Mediation Services, to submit a panel of five (5) arbitrators. Both the Employer and the Association shall have the right to strike two names from the panel. The Association shall strike the first name; the Employer shall then strike one (1) name. The process shall be repeated and the remaining person shall be the arbitrator.

Section 2. Arbitrator's Authority. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issue submitted in writing by the Employer and the Association 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) 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 Association, and the supervisors.

Section 3. Fees and Expenses. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Appointing Authority and the Association, provided that each party shall be responsible for compensating its own representatives and witnesses.

Section 4. 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 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 Association may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Appointing Authority or designee and the Association at each step.

Section 5. Processing Grievances. The Association Representative involved and the grieving supervisor shall not leave work or disrupt departmental routine to discuss grievances without first requesting permission from his/her immediate superior, which shall not be unreasonably withheld.

The Association Representative and the grieving supervisor shall be allowed a reasonable amount of time during working hours while on the Appointing Authority's premises when a grievance is investigated or presented in Steps 1 through 3.

#### ARTICLE IX VACATION AND SICK LEAVE

Section 1. Vacation Accumulation. Supervisors, except for emergency, temporary, intermittent, and project appointments, and non-tenured laborers shall accrue vacation pay according to the following rates:

Continuous Service  
Requirement

Rate Per Full  
Payroll Period

0 through 5 years	4 working hours
After 5 through 8 years	5 working hours
After 8 through 12 years	7 working hours
After 12 through 20 years	7½ working hours
After 20 years or more	8 working hours

Continuous service is defined as the length of employment with the State of Minnesota since the last date of hire. Continuous 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.

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

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

A supervisor who is reinstated or reappointed to State service on or after January 1, 1979, who was mandatorily retired at age 65 prior to January 1, 1979, shall accrue vacation leave at the same rate with the same credit for continuous service that existed at the time of such mandatory retirement.

A supervisor who is reinstated or reappointed to State service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall accrue vacation leave at the same rate with the same credit for continuous service that existed at the time of such separation.

A supervisor who is reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation in good standing or retirement may at the Appointing Authority's discretion, accrue vacation leave at the same rate and with the same credit for continuous service that existed at the time of such separation.

Supervisors in the unclassified service of the State who are subsequently appointed to a position in the classified service, or vice versa, without an interruption in service shall have their accumulated but unused vacation leave balance posted to their credit in the records of the employing department provided such vacation leave was accrued in accordance with the personnel rules or the provisions of this or any preceding Agreement.

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

Supervisors being paid for less than a full eighty (80) hour pay period will have their vacation accruals pro-rated in accordance with the schedule set forth in Appendix C.

Supervisors may accumulate unused vacation leave to a maximum of two hundred and forty (240) hours.

Supervisors on a Military Leave under Article XI shall earn 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 supervisor returns from the Military Leave.

The Appointing authority shall keep a current record of supervisor vacation earnings and accruals which shall be made available to such supervisors upon request.

Should a supervisor become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of illness or disability, upon notice to the supervisor's superior. Upon such notice, supervisors may be requested by the Appointing Authority to furnish a medical statement from a medical practitioner. If requested by the Appointing Authority, such statement shall be provided as soon as possible after the illness or disability occurs.

Section 2. Vacation Schedules. Every reasonable effort shall be made to grant vacation at the times requested by the supervisor. If the nature of the work makes it necessary to limit the number of supervisors on vacation at the same time, vacation schedules shall be established on the basis of Classification Seniority within a work location in the event of any conflict over vacation periods. Provided, however, that any supervisor who is about to lose vacation because he/she has or will reach the maximum accumulation of vacation specified by this Agreement shall be entitled to take sufficient vacation to prevent such loss upon advance notice to his/her superior.

Except in emergencies, no supervisor will be required to work during the supervisor's vacation once the vacation request has been approved.

Section 3. Sick Leave Accumulation. Supervisors, except for emergency, temporary, intermittent and project appointments, and non-tenured laborers, 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, supervisors shall then accrue sick leave at the rate of two (2) hours per pay period.

The Appointing Authority shall keep a current record of sick leave earnings and accruals which shall be made available to such supervisors upon request.

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

A supervisor who is reinstated or reappointed to State service on or after January 1, 1979, and who was mandatorily retired at age 65 prior to January 1, 1979, shall have accumulated but unused sick leave balance restored and posted to the employee's credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

A supervisor who is reinstated or reappointed to State service on or after July 1, 1979, and within one (1) year of the date of resignation in good standing or retirement shall have accumulated but unused sick leave balance restored and posted to the supervisor's credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

A supervisor reinstated or reappointed to State service after one (1) year but not more than four (4) years from the date of resignation in good standing or retirement may, at the Appointing Authority's discretion, have his/her accumulated but unused sick leave balance restored and posted to the supervisor's credit in the records of the employing department provided such sick leave was accrued in accordance with the personnel rules or the provisions of this Agreement.

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

Section 4. Sick Leave Use. A supervisor shall be granted sick leave with pay to the extent of the supervisor's accumulation for absences necessitated by: (1) illness or disability; (2) medical, chiropractic, or dental care for the supervisor; (3) exposure to contagious disease which endangers the health of other supervisors, employees, clients, or the public; or (4) illness of a spouse, minor or dependent children, or parent who is living in the same household of the supervisor, for such reasonable periods as the supervisor's attendance may be necessary. A pregnant supervisor may also use sick leave during the period of time that her doctor certifies that she is unable to work because of pregnancy. Sick leave to arrange for necessary nursing care for members of the family, or birth or adoption of a child shall be limited to not more than three (3) days.

Supervisors using sick leave under this Article will have sick leave first deducted from the nine hundred (900) hours accumulation. Supervisors 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. Use of the more than nine hundred (900) hour bank shall be subject to the provisions of this Article.

Section 5. Sick Leave. The supervisor shall notify the Appointing Authority at or before his/her normally scheduled starting time of any illness. Supervisors utilizing leave under this Section shall furnish a statement from a medical practitioner upon the request of the Appointing Authority for absences in excess of three working days, or where the Appointing Authority

has reasonable reason to believe that a supervisor has abused or is abusing sick leave. Those supervisors who misuse sick leave may be subject to disciplinary action. The Appointing Authority may also request a statement from a medical practitioner if the Appointing Authority has reason to believe the supervisor is not fit to work or has been exposed to a contagious disease which endangers the health of other supervisors, employees, clients or the public. Supervisors returning from extended sick leave shall notify the Appointing Authority within a reasonable amount of time prior to returning to work.

## ARTICLE X HOLIDAYS

Section 1. Eligibility. Supervisors, except for emergency, temporary, intermittent, and project appointments, and non-tenured laborers, shall be eligible for purposes of this Article.

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

New Year's Day	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Independence Day	Christmas Day
Labor Day	Floating Holiday

The supervisor shall receive one (1) floating holiday each fiscal year of the Agreement. Every reasonable effort shall be made to grant the floating holiday for the time requested by the supervisor. The Appointing Authority may limit the number of supervisors that may be absent on any given day subject to the operational needs of the Appointing Authority. Floating holidays may not be accumulated.

Except for supervisors working where seven (7) day a week schedules are in effect, 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.

Where seven (7) day a week schedules are in effect, the actual holiday shall be observed as the holiday for supervisors working within such schedule.

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

When any of the above holidays fall on a supervisor's regularly scheduled day off, the Appointing Authority shall grant an alternative holiday within ninety (90) days of the pay period in which the holiday occurs. If there is no agreement as to the date of the alternative holiday between the Appointing Authority and the supervisor, the Appointing Authority shall select one (1) of four (4) days preferred by the supervisor.



In departments with an academic calendar, the Appointing Authority may, after consultation with the Association, designate alternative days for the observance of Veterans Day and Presidents' Day.

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

Any eligible supervisor mandatorily retired on a holiday or holiday weekend shall be entitled to be paid for the holiday(s).

Section 4. Holiday Pay. Holiday pay shall be computed at the supervisor's normal day's pay (i.e., the supervisor's regular hourly rate of pay multiplied by the number of hours in his/her normal work day) and shall be paid in cash. Eligible supervisors who normally work less than full time shall have their holiday pay pro-rated in accordance with the schedule set forth in Appendix B.

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

Section 5. Work on a Holiday. Any supervisor who is assigned to work on a holiday shall, at the Appointing Authority's discretion, either be:

- 1) paid in cash at the supervisor's appropriate overtime rate for all hours worked in addition to holiday pay provided for in Section 3 and 4 above; or,
- 2) paid in cash at the supervisor's appropriate overtime rate for all hours worked in addition to an alternative holiday in lieu of holiday pay provided for in Section 3 and 4 above. Such alternative holiday shall be granted within ninety (90) days of the pay period in which the holiday occurs, and if there is no agreement as to the date of the alternative holiday between the Appointing Authority and the supervisor, the Appointing Authority shall select one (1) of four (4) days preferred by the supervisor. This option shall not be available for supervisors who work less than their normal work day on a holiday.

Section 6. Religious Holidays. When a religious holiday, not observed as a holiday, as provided in Section 2 above, falls on a supervisor's regularly scheduled work day, the supervisor 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 supervisor has sufficient accumulated vacation leave or accumulated compensatory time, or, by mutual consent, is able to make the time up. Supervisors shall notify the Appointing Authority at least five (5) working days prior to the leave.

ARTICLE XI  
LEAVES OF ABSENCE

Section 1. Application for Leave. All requests for a leave of absence shall be submitted in writing by the supervisor to the supervisor's immediate superior. All requests for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Authorization for Leave. Authorization for or denial of a leave of absence shall be furnished promptly to the supervisor in writing. No leave of absence request shall be unreasonably denied.

Section 3. 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 supervisor.

B. Court Appearance Leave: Leave shall be granted for appearances 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 created by the supervisor or the exclusive representative. Leave shall also be granted for attendance in court in connection with a supervisor's official duty, which shall include any necessary travel time. Such supervisor shall be paid the supervisor's regular rate of pay but shall remit to his/her Appointing Authority the amount received, exclusive of expenses, for serving as a witness, as required by the court.

C. Jury Duty Leave: Leave shall be granted for service upon a jury. Supervisors shall receive their regular rate of pay but shall remit to their Appointing Authority the amount received for jury duty, exclusive of expenses. Supervisors 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 and free to leave the courthouse, the supervisor shall report to work.

D. Educational Leave: Leave with pay shall be granted for educational purposes if such education is required or assigned by the Appointing Authority.

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 supervisor 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 supervisor has made prior arrangements for such absence with his/her immediate superior.

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

Section 4. Unpaid Leaves of Absence.

- A. Unclassified Service Leave: Leave may be granted to any classified supervisor to accept a position in the unclassified service of the State of Minnesota.
- B. Educational Leave: Leave may be granted to any supervisor for educational purposes.
- C. Disability Leave: Leave of absence up to one (1) year shall be granted to any supervisor who has completed an initial probationary period with the State and 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 supervisor such leave may be extended. Supervisors shall be notified in writing before a disability leave is cancelled. An Appointing Authority may require appropriate medical documentation of the illness, injuries, or disability. The Appointing Authority may require the supervisor returning from a disability leave to furnish a statement from a medical practitioner if the Appointing Authority has reason to believe the supervisor is not fit to return to work.
- D. Maternity/Paternity or 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 supervisor 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 supervisor and the Appointing Authority.
- E. Military Leave: Leave shall be granted to a supervisor 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.
- F. Personal Leave: Leave may be granted to any supervisor, upon request, for personal reasons. No such leave shall be granted for the purpose of securing other employment, except as provided in this Article.
- G. Precinct Caucus: Upon ten (10) days advance request, leave shall be granted to any supervisor for the purpose of attending a political party caucus.
- H. Association Leave: Upon advanced written request of the Association, leave shall be granted to supervisors who are elected or appointed by the Association to serve on the Association Negotiating Team. Leave time for service on an Association Master Negotiating Team shall be considered as paid leave for purposes of vacation leave and sick leave accrual. Association Representatives or other supervisors who may be elected or appointed by the Association to perform duties for the exclusive representative shall be granted time off, provided the granting of such time off does not adversely affect the operations of the supervisor's department or agency. In any case of leave of absence or time off to perform duties for the

exclusive representative, the number of supervisors to be granted leaves of absence or time off from any one department or agency may be limited by the Appointing Authority, if the Appointing Authority determines that the number requesting the leave of absence or time off would adversely affect the operations of the department or agency.

Upon the written request of the Association, leave shall be granted to supervisors who are elected officers or appointed full-time representatives of the Association. Annually, the Appointing Authority may request the Association to confirm the supervisor's continuation on Association Leave.

I. Leave for Related Work: Leave not to exceed one (1) year may be granted to a supervisor to accept a position of fixed duration outside of State service which is funded by a government or private foundation grant and which is related to the supervisor's current work.

Section 5. 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 an Appointing Authority upon reasonable written notice to the supervisor unless the Appointing Authority agrees in writing at the time the leave is granted that the leave will not be cancelled. At the discretion of the Appointing Authority, a supervisor may terminate his/her leave of absence prior to the previously agreed upon date of expiration of that leave of absence.

Section 6. Reinstatement after Leave. Any supervisor returning from an approved leave of absence as covered by this Article shall be entitled to return to employment in a position in the supervisor's former classification and agency within thirty-five (35) miles of the former position. Supervisors returning from extended leaves of absence of one (1) month or more shall notify their Appointing Authority at least two (2) weeks prior to their return from leave. Supervisors returning from an approved leave of absence shall be returned at the same rate of pay the supervisor had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the supervisor been continuously employed during the period of absence.

## ARTICLE XII HOURS OF WORK AND OVERTIME

Section 1. Supervisors assigned to Progression Codes 2 and 3 and supervisors assigned to Progression Code 1 at Salary Range 13 (Range 18 effective February 9, 1983) and below.

A. Consecutive Hours. The regular hours of work each day shall be consecutive except that they may be interrupted by unpaid lunch periods if free from work and each work shift shall include two coffee breaks of at least 15 minutes each which shall be included in work time. There shall be no split shifts assigned or required except as mutually agreed to by the Association and the Appointing Authority.

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

C. Normal Work Week. It is recognized that because of the nature of their work, some of the supervisors covered by this Agreement may be required to work varied hours, work on holidays and weekends, making the maintaining of consistent starting and stopping times or the assignment of the number of hours worked in one day sometimes impossible. Insofar as practicable and without reducing the efficiency of work performance, supervisors are expected to complete normal routine work within a normal work day. Supervisor's hours may be adjusted in accordance with circumstances and with the approval of the immediate superior.

D. Overtime Rates.

1. Supervisors assigned to Progression Codes 2 and 3 shall be compensated for overtime hours at the rate of time and one-half ( $1\frac{1}{2}$ ) for all hours worked as assigned by the Appointing Authority in excess of the established work day; before or after a supervisor's regularly scheduled shift; or on any regularly scheduled day of rest.
2. Supervisors assigned to Progression Code 1 and employed in those classes assigned to Salary Range 13 (Range 18 effective February 9, 1983) and below shall be compensated at the rate of straight time for all overtime hours worked as specifically assigned or directed by the Appointing Authority in excess of the normally scheduled pay period.

E. Liquidation of Overtime.

1. General. Overtime hours may, at the discretion of the Appointing Authority, be liquidated in cash, or assigned to a compensatory bank.

After consultation with the Association, the Appointing Authority may establish the maximum amount of hours that may be in the compensatory bank at any given time provided the amount is not less than the forty (40) hours or more than eighty (80) hours. The Appointing Authority shall notify the Association within thirty (30) calendar days of the execution date of this Agreement of the maximum amount of hours that may be in the compensatory bank. Such maximum shall not change during the life of this Agreement. All overtime hours worked over the established maximum hour limit shall be compensated in cash.

2. Cash Liquidation. Overtime hours which are liquidated in cash shall be liquidated on the same or immediately following payroll abstract for the payroll period in which it is earned.
3. Compensatory Time Liquidation. The compensatory bank shall be liquidated once annually on a date specified in advance by the Appointing Authority, at the hourly rate of pay the supervisor is earning when it is liquidated. The Appointing Authority shall notify the Association within thirty (30) calendar days of the execution date of this Agreement of the specified liquidation date. Such date shall not be changed during the life of this Agreement. Supervisors may use time in the compensatory time bank at a time(s) mutually agreeable to the supervisor and the immediate superior. A reasonable effort shall be made to honor the supervisor's request, depending on the staffing needs of the supervisor's work unit. The Appointing Authority may require the supervisor to schedule time off to use any time in the compensatory bank by written notice to the supervisor no less than thirty (30) calendar days prior to the specified scheduled time off.

4. Accumulation. Except where there are existing collective bargaining agreements or official agency records that provide differently, all supervisors shall start on the effective date of this Agreement with zero accumulated compensatory time. Where existing compensatory banks are in effect, the time in the bank on the effective date of this Agreement shall not be placed in the compensatory bank specified in E(1) above and shall not be subject to the compensatory time liquidation provisions of E(3) above. Compensatory time existing as of the effective date of this Agreement shall be used by the supervisor before he/she shall use any compensatory time earned after the effective date of this Agreement.

Section 2. Supervisors assigned to Progression Code 1 at Salary Range 14 (Range 19 effective February 9, 1983) and above.

A. Time Management. Because of the nature of the duties performed by these supervisors, it is impracticable to apply provisions which prescribe normal work hours. However, it is normally expected that eight (8) hours of work shall constitute a normal work day and eighty (80) hours a normal payroll period.

It is recognized that these supervisors are responsible for managing and accounting for their own hours of work and that they may work hours in excess of the normal work day and/or payroll period and may make adjustments in hours of work in subsequent work days and/or payroll periods, provided such time management system does not result in overtime payment or guarantee hour-for-hour time off for extra hours worked.

B. Overtime. Supervisors assigned to a special project that is in addition to their normal duties or workloads and upon having received advance approval shall be compensated as follows:

1. Such overtime shall be liquidated in cash or compensatory time off at the discretion of the Appointing Authority;
2. Such overtime shall be earned at the rate of straight time;
3. A compensatory bank when established shall normally not exceed forty (40) hours; however, the Appointing Authority may increase this amount in extraordinary circumstances;
4. The Appointing Authority shall not be obligated to liquidate in cash overtime hours worked over the established maximum hour limit of the compensatory bank.
5. The compensatory bank shall be liquidated in leave only and shall terminate if the supervisor leaves his/her seniority unit.

Except where there are existing collective bargaining agreements or official agency records that provide differently, all supervisors shall start on the effective date of this Agreement with zero accumulated compensatory time.

Section 3. Call Back. Any continuous operations supervisor, or any supervisor in an emergency situation, called back to work after his/her regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate overtime rate.

Section 4. On Call. A supervisor shall be in an on-call status if the supervisor's superior has instructed the supervisor, in writing, to remain available to work during an off duty period. A supervisor who is instructed to be in an on-call status is not required to remain at a fixed location but is required to leave word where he/she may be reached.

A supervisor who is instructed 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 (24) hour period or part thereof.

Supervisors who are called back to work shall use a State vehicle or use their own vehicle and shall be reimbursed mileage for driving to and from their work station and their home.

Section 5. Department of Transportation. The Appointing Authority and the Association agree to the use of winter maintenance shifts and the use of State vehicles as provided in Appendix T.

### ARTICLE XIII LAYOFF AND RECALL

Section 1. Seniority. For purposes of this Article, seniority is defined as follows:

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

However, in the case of a supervisor mandatorily retired at age 65, who returns to State Service, State Seniority is defined as the length of employment with the State of Minnesota since the last date of hire preceding the mandatory retirement. Such State Seniority shall not include the period during which the supervisor was off the State payroll due to the mandatory retirement.

- B. Departmental Seniority. "Departmental Seniority" is defined as the length of continuous service within a State department since the last date of entry into the State department.

- C. Classification Seniority. "Classification Seniority" is defined as the length of continuous service in a specific job classification within the bargaining unit and seniority unit.

Time in a related higher or equally paid class outside of the bargaining unit within the same department prior to the effective date of this Agreement shall be credited to a supervisor's Classification Seniority unless specifically prohibited by an applicable 1979-1981 collective bargaining agreement.

Effective the effective date of this Agreement, a supervisor shall accrue no Classification Seniority while serving in a class outside of the bargaining unit and seniority unit. However, confidential employees shall continue to accrue Classification Seniority in a confidential position in a job classification which is otherwise supervisory within the same department.

When a supervisor exercises bumping rights, or is demoting, or is transferring within the bargaining unit, Classification Seniority in the class to which the supervisor is bumping or is demoting, or is transferring shall include Classification Seniority in all related higher or equally paid classes in which the supervisor has served within the bargaining unit and the seniority unit since the initial period of service in the class into which the supervisor is bumping, or demoting, or transferring.

When a supervisor is recalled from layoff to a seniority unit in which he/she previously served, the Classification Seniority that existed at the time the supervisor left the agency shall be reinstated.

- D. Continuous Service. "Continuous Service" shall commence on the date a supervisor begins to serve a probationary period.

In the case of a supervisor mandatorily retired at age 65 prior to January 1, 1979, who returns to State service, Continuous Service shall be credited back to the last date of hire at the time of the mandatory retirement. Continuous Service, however, shall not include the period during which the supervisor was off the State payroll due to the mandatory retirement.

In the case of a supervisor working under a provisional appointment, Continuous Service shall be credited back to the date of hire at the time a supervisor begins to serve a probationary period in a related classification.

Continuous Service shall be interrupted only by separation because of resignation, discharge for just cause, failure to return upon expiration of a leave of absence, failure to respond to a recall from layoff, or retirement.

- E. Related Classes. "Related Classes" are those classes within the same department which are similar in the nature and character of the work performed and which require similar qualifications.

- F. Seniority Units. "Seniority Unit" is defined as set forth in Appendix A.

Section 2. Seniority Rosters. No later than three (3) months after the effective date of this Agreement and semi-annually thereafter, the Appointing Authority shall prepare the roster and shall provide one (1) copy to the Association President and one (1) copy to the designated Association Representative in the seniority unit, and one (1) copy shall be maintained in the agency personnel office. The rosters shall list each supervisor in the order of Classification Seniority and reflect each supervisor's date of Classification Seniority, date of Departmental Seniority, date of State Seniority, and the date of Classification Seniority and class title for all classes in which the supervisor previously served.

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

When two (2) or more supervisors have the same Classification Seniority dates, seniority positions shall be determined by total Departmental Seniority. Should a tie still exist, seniority positions shall be determined by total State Seniority. Should a tie still exist, seniority positions shall be determined by lot.

Section 3. Appeals. Supervisors shall have sixty (60) calendar days from the date of the initial date of availability to notify the Appointing Authority of any disagreements over the Seniority Roster. Thereafter appeals must be filed with the Appointing Authority within thirty (30) days of the date of availability and are limited to changes since the previous listing.



Section 4. Layoff. An Appointing Authority may lay off a supervisor by reason of abolition of the position, shortage of work or funds, or other reasons outside the supervisor's control which do not reflect discredit on the service of the supervisor. A layoff occurs when such conditions continue longer than ten (10) consecutive working days.

Section 5. Layoff Procedures. In the event a layoff in the classified service of bargaining unit supervisors becomes necessary, the Appointing Authority shall notify the Association and the Association President of the classifications and number of positions to be eliminated at least ten (10) calendar days prior to the effective date of the layoff. At least seven (7) calendar days prior to the effective date of the layoff, the Appointing Authority shall give written notice of the layoff, including the reason(s) such action is necessary and the estimated length of the layoff period, to all supervisors about to be laid off and the Association President.

Seasonal supervisors and/or tenured laborers shall be laid off in inverse order of Classification Seniority within the supervisor's principal place of employment.

Section 6. Limited Interruptions of Employment. Any interruption in employment not in excess of ten (10) consecutive working days, because of adverse weather conditions, shortage of material or equipment, or for other unexpected or unusual reasons, shall not be considered a layoff.

In the event limited interruptions of employment occur, full-time supervisors shall, upon request, be entitled to advance of hours in order to provide the supervisor with up to eighty (80) hours of earnings for a pay period. Advance of hours shall be allowed up to the maximum number of hours of a supervisor's accumulated and unused vacation leave. If a supervisor elects to draw such advances, the supervisor shall not be permitted to reduce his/her vacation accumulation below the total hours advanced. However, no supervisor after the first six (6) months of continuous service shall be denied the right to use vacation time during a limited interruption of employment as long as vacation hours accrued exceed the hours that the supervisor has been advanced under this Section. With the approval of the supervisor's superior, the supervisor shall have the right to make the hours up.

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

However, such advances shall not apply when the limited interruption is the result of a shortage of funds.

Section 7. Layoff. The Appointing Authority shall designate the position(s) in the class which is to be eliminated.

If there is a vacancy within thirty-five (35) miles in the same class, seniority unit, and employment condition as the position to be eliminated, the Appointing Authority shall reassign the supervisor holding the position to be eliminated to that vacancy provided the supervisor is qualified for the position.

If there is no such vacancy, the supervisor may exercise the following options in the order set forth below:

1. Bump the least senior supervisor occupying a position in the same class, seniority unit, and employment condition within thirty-five (35) miles of the supervisor's work location provided the supervisor is qualified for the position.
2. Accept a vacancy in the same class, seniority unit, and employment condition more than thirty-five (35) miles from the supervisor's work location provided the supervisor is qualified for the position.
3. Bump the least senior supervisor occupying a position in the same class, seniority unit, and employment condition more than thirty-five (35) miles from the supervisor's work location provided the supervisor is qualified for the position.
4. Accept a vacancy in the same seniority unit and employment condition in a class in which the supervisor has previously served provided the supervisor is qualified for the position. However, if no such vacancy is available in the class in which the supervisor most recently served, the supervisor may proceed to option 5.
5. Bump the least senior supervisor occupying a position in the same seniority unit and employment condition in the class in which the supervisor most recently served within thirty-five (35) miles of the supervisor's work location provided the supervisor qualified for the position.
6. Bump the least senior supervisor occupying a position in the same seniority unit and employment condition in the class in which the supervisor most recently served more than thirty-five (35) miles from the supervisor's work location provided the supervisor is qualified for the position.

In lieu of the above options, a supervisor may elect to accept a vacancy in the same seniority unit and employment condition in an equal or lower class for which the supervisor is determined by the Employer to be qualified.

If none of the preceding exist or if the supervisor chooses not to accept the preceding, the supervisor shall be laid off.

A supervisor who does not have sufficient Classification Seniority to bump into a previous class shall not forfeit the right to exercise Classification Seniority in bumping into the next previously held class.

Qualified means that the supervisor meets the registration requirements and reasonably meets the experience and/or educational requirements for initial appointment to the position.

In all cases, the supervisor exercising bumping rights must have greater Classification Seniority in the classification in which the supervisor is bumping than the supervisor who is to be displaced. Supervisors who have accepted an equally or higher paid position excluded from the bargaining unit shall retain full bumping rights into a previously held class within the seniority unit of the same Appointing Authority based upon Classification Seniority, provided the supervisor has exhausted all of the layoff options available under the existing layoff procedure which covers him/her for purposes of layoff.

## Section 8. Layoff Lists.

- A. Seniority Unit Layoff List. The names of supervisors who have been laid off or bumped supervisors who have accepted a demotion in lieu of layoff shall be automatically placed on a Seniority Unit Layoff List for the seniority unit, classification and employment condition from which they were laid off or bumped in the order of their Classification Seniority. Names shall be retained on the Seniority Unit Layoff List for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of five (5) years.
- B. Agency Layoff List. (For the Department of Corrections, Department of Public Welfare, Community College System and State University System.) The names of such supervisors shall also be placed on an Agency Layoff List (if applicable) for the agency, classification and employment condition from which they were laid off or bumped in the order of Classification Seniority. Names shall be retained on the Agency Layoff List for a minimum of one (1) year or a period of time equal to the supervisor's State Seniority to a maximum of five (5) years. For purposes of this sub-section, Classification Seniority shall be the sum of Classification Seniority in all facilities within the agency.

When a supervisor's name is placed on the Agency Layoff List, the supervisor shall indicate in writing the seniority unit(s) within the Agency for which he/she would accept recall. The supervisor may change his/her availability by notifying the Department of Employee Relations in writing.

- C. Bargaining Unit Layoff List/Same Classification. The names of such supervisors shall also be placed on a Bargaining Unit Layoff List/Same Classification for the bargaining unit, classification and employment condition from which they were laid off or bumped in the order of Classification Seniority. Names shall be retained on the Bargaining Unit Layoff List/Same Classification for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of five (5) years.

When a supervisor's name is placed on the Bargaining Unit Layoff List/Same Classification, the supervisor shall indicate in writing the seniority unit(s) and the geographic location(s) for which he/she would accept recall. The supervisor may change his/her availability by notifying the Department of Employee Relations in writing.

- D. Bargaining Unit Layoff List/Other Classifications. The supervisor may also designate in writing other equal or lower bargaining unit classification(s) in which he/she previously served. His/her name shall then be placed on the Bargaining Unit Layoff List/Other Classifications for those classes in order of Classification Seniority. The names shall remain on the list for a minimum of one (1) year or for a period of time equal to the supervisor's State Seniority to a maximum of five (5) years.

When a supervisor's name is placed on the Bargaining Unit Layoff List/Other Classifications, the supervisor shall indicate in writing the seniority unit(s) and the geographic location(s) for which he/she would accept recall. The supervisor may change his/her availability by notifying the Department of Employee Relations in writing.

The provisions of Sections 8 (B) (C) and (D) shall not apply to supervisors on seasonal layoff.

Section 9. Use of Layoff Lists. Whenever the Appointing Authority determines that a vacancy shall be filled by the use of a layoff list, the vacancy shall be filled by recall from the Seniority Unit Layoff List. If the vacancy cannot be filled by the Seniority Unit Layoff List, the Appointing Authority shall fill the vacancy by recall from the Agency Layoff List (if applicable). If an Agency Layoff List is not applicable or if the vacancy cannot be filled by the Agency Layoff List, the Appointing Authority shall fill the vacancy by recall from the Bargaining Unit Layoff List/Same Classification. If the vacancy cannot be filled by the Bargaining Unit Layoff List/Same Classification, the Appointing Authority shall fill the vacancy by recall from the Bargaining Unit Layoff List/Other Classifications.

Section 10. Reemployment Lists. Upon giving written notice of layoff to a supervisor and the Association, the Appointing Authority shall simultaneously notify the Department of Employee Relations. The names of all such supervisors shall be placed on all reemployment lists for those classifications in which the supervisor held Classification Seniority and for geographic locations and employment conditions for which the supervisor is eligible and has indicated in writing, on a document provided by the Appointing Authority, a willingness to accept employment. The Department of Employee Relations shall then certify the name of the laid off supervisor to be considered for appointments to vacancies for which the supervisor is eligible.

The provisions of Section 10 shall not apply to supervisors on seasonal layoff.

Section 11. Recall.

- A. Supervisors shall be recalled from layoff in the order in which their names appear on the layoff list(s) as specified in Sections 8 and 9, above, provided the supervisor is qualified for the position.
- B. Supervisors shall be required to serve a probationary period for the length of time as specified in Article XV when recalled to a position in a seniority unit other than the one from which he/she was laid off.
- C. Failure to accept employment in the seniority unit, classification, geographic location and employment condition from which the supervisor was laid off shall result in removal of the supervisor's name from all layoff lists.

Failure to accept employment in the seniority units, classifications, and other geographic locations for which the supervisor indicated availability will result in removal of the supervisor's name from the Agency Layoff List, Bargaining Unit Layoff List/Same Classification, and Bargaining Unit Layoff List/Other Classifications.

- D. When a supervisor is recalled from the Seniority Unit Layoff List, Agency Layoff List or Bargaining Unit Layoff List/Same Classification, the supervisor's name shall be removed from all layoff lists. When a supervisor is recalled from the Bargaining Unit Layoff List/Other Classifications, his/her name shall remain on the other lists. In the event that a supervisor is recalled to a seniority unit other than the one from which he/she was laid off, and the supervisor does not successfully complete the probationary period, such supervisor's name shall be restored to the original Seniority Unit Layoff List for the remainder of the time period originally provided in Section 8A.
- E. Seasonal supervisors shall be recalled in the order in which their names appear on the seasonal list for the seniority unit and principal place of employment from which they were laid off.
- F. A supervisor shall be notified of recall by personal notice or certified mail (return receipt required) sent to the supervisor's last known address at least fifteen (15) calendar days prior to the reporting date. The supervisor 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 supervisor's responsibility to keep the Appointing Authority informed of his/her current address.
- G. The Appointing Authority may temporarily assign supervisor(s) to any vacancies or openings to fulfill operating requirements during the period while the recall process is taking place.

Section 12. Relocation Expenses. If the application of Section 7 of this Article requires a supervisor to change residence and such change meets the thirty-five (35) mile requirements provided for in Article XIX, Relocation Expenses, the supervisor shall be eligible for payment of relocation expenses, consistent with Article XIX, provided the supervisor cannot fill any vacancy or bump into a position within thirty-five (35) miles of the supervisor's current work location.

Section 13. Exclusions. The provisions of this Article shall not apply to unclassified supervisors or non-tenured laborers.

#### ARTICLE XIV FILLING OF POSITIONS

Section 1. Definition of a Vacancy. A vacancy is defined as a permanent position in the classified service which the Appointing Authority determines to fill. A vacancy is not created by reallocation, unless the incumbent fails to qualify for appointment to the new class.

Section 2. Job Posting. Whenever a vacancy occurs, it shall be posted within the seniority unit for ten (10) working days so that qualified supervisors in the same classification may indicate their desire to be considered for the position. The posting shall include the classification, a brief description of the position and the required qualifications. A copy of each posting shall be given to the Association at the time of the posting.

Section 3. Filling of Vacancies. All classified supervisors in the same class and seniority unit who meet the posted qualifications and who express their interest in writing, shall be given consideration 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 supervisors 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 supervisors on such list have been offered the opportunity to accept the position. If the vacancy still exists, the Appointing Authority may fill it in any manner provided by law.

Section 4. Retroactive Pay on Reallocation. If the incumbent of a position which is reallocated to a higher classification existing at the time of the request 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 for up to a maximum of sixty (60) calendar days or until the effective date of the probationary appointment, whichever comes first. If more than sixty (60) calendar days after the initial fifteen (15) calendar day period elapse, payment shall be for the final sixty (60) calendar days in the period.

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.

Section 5. Promotional Ratings. Promotional ratings required by the Employer in conjunction with a screening process shall be prepared for each supervisor who is an applicant for that position in an objective manner. No supervisor will be rated by a superior who is a candidate for the same position. Prior to being processed by the Appointing Authority the supervisor's final rating shall be discussed with the supervisor by the superior who signs the rating form and a signed copy of the rating shall be furnished to the supervisor.

Section 6. Transfers Between Agencies. Supervisors may request a transfer to a position under another Appointing Authority by submitting such request in writing to the Personnel Office of the Appointing Authority to which they wish to transfer with a copy to the Personnel Office of the Appointing Authority by which they are currently employed.

When the Appointing Authority to which the supervisor wishes to transfer agrees to the transfer and does not require that the supervisor serve a new probationary period, the supervisor's current Appointing Authority shall approve the transfer.

#### ARTICLE XV PROBATIONARY PERIOD

All unlimited appointments to positions in the classified service, except appointments from layoff lists, shall be for a probationary period as follows:

Half to Full-Time positions  
Less than Half-Time positions

Six calendar months  
Twelve 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) working 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 as specified above for transfers, reemployment, and reinstatements. An Appointing Authority may also require a probationary period when a supervisor voluntarily demotes to a position in an agency different from the one presently employed in, or to a classification in which the supervisor has not previously served.

Supervisors placed on a layoff prior to the completion of their probationary period shall be required to complete the probationary period upon return from the layoff.

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

If the Appointing Authority decides a supervisor cannot successfully complete the probationary period as provided above, such supervisor 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 supervisor may mutually agree to a limited extension, not to exceed three (3) months.

Supervisors serving a probationary period pursuant to this Article shall have a trial period of two (2) calendar weeks for the purpose of evaluation. During this trial period, the supervisor may elect to return to his/her former position. In the event a supervisor does not successfully complete the remaining probationary period after the two (2) calendar week trial period, the supervisor shall be restored to his/her former position, if vacant. If such vacancy does not exist, the supervisor shall be restored to a vacant position in his/her former classification within the agency and geographic area from which the supervisor came. If no such vacancy exists, the supervisor shall be restored to a position in his/her former classification and agency.

## ARTICLE XVI WAGES

Section 1. Salary Ranges. The salary ranges for classes covered by this Agreement shall be those contained in Appendix E. In the event that supervisors are to be assigned to newly created or newly added bargaining unit classes during the life of this Agreement, the salary range for such class shall be established by the Department of Employee Relations which will advise the Association 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. The Employer may assign a class to a higher salary range during the life of this Agreement after consultation with the Association.

Section 2. Wages.

A. Supervisors represented by Middle Management Association prior to July 1, 1981.

1. Wage Adjustment, July 1, 1981.

a. Wage Adjustment

Effective July 1, 1981, salary ranges shall be those contained in the compensation grid shown in Appendix G.

b. Conversion.

Effective July 1, 1981, supervisors shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix E, except as provided elsewhere in this Agreement.

Supervisors who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new range. In the event the July 1, 1981, maximum rate set forth in Appendix E is equal to or less than the supervisor's current salary, no adjustment shall be made, but supervisors assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of June 30, 1981.

Conversion to the new compensation grid shall not change a supervisor's eligibility for step increases, except as provided elsewhere in this Agreement.

2. Wage Adjustment, July 14, 1982.

a. Wage Adjustment.

Effective July 14, 1982, salary ranges shall be those contained in the compensation grid shown in Appendix Q.

b. Conversion.

Effective July 14, 1982, supervisors shall be assigned to the same relative salary step within the salary range for their respective class, as specified in Appendix E, except as provided elsewhere in this Agreement. Salary increases of 7.5 (seven and one half) percent shall also be given to supervisors whose rates of pay exceed the maximum for their class.

Conversion to the new compensation grid shall not change a supervisor's eligibility for step increases, except as provided elsewhere in this Agreement.

B. Supervisors not Represented by Middle Management Association prior to July 1, 1982.

1. Wage Adjustment, July 1, 1981.

a. Wage Adjustment.

Effective July 1, 1981, salary ranges for supervisors in the "A" Schedule (or "Q" Schedule), "B" Schedule and "C" Schedule, and supervisors



ARTICLE XVI  
WAGES (cont.)

assigned to the "A" Schedule as provided in Section 2B(1)(b) below shall be those contained in the compensation grids shown in Appendix H, I, and J respectively.

b. Conversion.

Effective July 1, 1981, supervisors shall be assigned to the same relative salary step within the salary range for their respective class and grid, as specified in Appendix E, except as provided elsewhere in this Agreement.

Supervisors who are paid at a rate which exceeds the maximum rate established for their class prior to the implementation of this Agreement, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new range. In the event the July 1, 1981, maximum rate set forth in Appendix E is equal to or less than the supervisor's current salary, no adjustment shall be made, but supervisors assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of June 30, 1981.

Supervisors whose salary was formerly based on the Special Teacher Salary Schedule and supervisors who were formerly in the "D" Schedule, shall be assigned to the salary ranges as specified in Appendix F. All supervisors in such classes shall receive a five (5) percent adjustment on conversion rounded to the nearest cent. Progression increases shall be as provided in Section 3(A) paragraph 4.

Supervisors who are in the classes Registered Nurse 3 Nursing Supervisor, Registered Nurse 4 Nursing Supervisor and supervisors who were formerly in Minnesota Nurses Association Schedule shall be assigned to the salary ranges as specified in Appendix F. Supervisors shall be assigned to the same relative salary step within the range.

Supervisors in the class Public Health Physician 2 shall be assigned to the salary range and step as specified in Appendix F.

Conversion to the new compensation grid shall not change a supervisor's eligibility for step increases except as provided elsewhere in this Agreement.

2. Wage Adjustments, January 13, 1982.

a. Wage Adjustment.

Effective January 13, 1982, salary rates and ranges for supervisors in the "A," (or "Q") "B," and "C" Schedule shall adjust by 5.3%, rounded to the nearest cent. Grids reflecting the increase are shown in Appendix K, L, and M respectively.

b. Conversion

Supervisors shall be assigned to the same relative salary step within the salary range for their respective class as specified in Appendix E, except as provided elsewhere in this Agreement.

Salary increases shall also be given to supervisors whose rates of pay exceed the maximum rate for their class.

Conversion to the new compensation grids shall not change a supervisor's eligibility for step increases, except as provided elsewhere in this Agreement.

3. Wage Adjustment, July 14, 1982.

a. Wage Adjustment.

Effective July 14, 1982, salary rates and ranges for supervisors in the "A", "B" and "C" Schedule shall be adjusted by 5%, rounded to the nearest cent. Grids reflecting the increase are shown in Appendix N, O, and P respectively.

b. Conversion.

Supervisors shall be assigned to the same relative salary step within the range for their respective class, as specified in Appendix E, except as provided elsewhere in this Agreement. Salary increases shall also be given to supervisors whose rates of pay exceed the maximum for their class.

Conversion to the new compensation grids shall not change a supervisor's eligibility for step increases except as provided elsewhere in this Agreement.

4. Wage Adjustment, February 9, 1983.

a. Wage Adjustment.

Effective February 9, 1983, salary ranges shall be those contained in the compensation grid shown in Appendix Q. Supervisory classes in the "A", "B", and "C" Schedule shall be assigned to the salary ranges specified in Appendix E.

b. Conversion.

Effective February 9, 1983, supervisors shall be assigned to the same relative step within the salary range for their respective class, as specified in Appendix E, except as provided elsewhere in this Agreement.

Supervisors who are paid at a rate which exceeds the maximum rate established for their class, but whose rate falls within the new range for their class, shall be assigned to the maximum of the new range. In the event the February 9, 1983, maximum rate set forth in Appendix E is equal to or less than the supervisor's current salary, no adjustment shall be made, but supervisors assigned to these classes shall suffer no reduction in pay and shall continue at their current rate of pay as of February 8, 1983.

Supervisors in "C" Schedule salary range 63, 64, 65 or 66 who are at Step G or H of the range, shall convert to Step G of the new salary range. Supervisors in "C" Schedule salary range 67, 68, or 69 who are at step F, G, or H of the range shall convert to step F of the new salary range.

Conversion to the new compensation grid shall not change supervisor's eligibility for step increases except as provided below or elsewhere in this Agreement.

Section 3. Progression. All increases authorized by this Section shall be effective at the start of the pay period nearest to the anniversary date or completion of the months of required service.

A. Progression for supervisors assigned to Progression Code 1, as identified in Appendix E, shall be as follows:

Supervisors may receive a one-step salary increase annually on their anniversary date until reaching the "position rate" in their salary range, provided satisfactory performance is indicated by their Appointing Authority. 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

At the position rate and beyond, supervisors may receive one step satisfactory performance increases biennially on their anniversary date upon the recommendation 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 supervisors 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 supervisor 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 a supervisor's anniversary date. For all supervisors 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.

Effective July 1, 1981, supervisors in the classes of Institution Educational Supervisor, Institution Educational Administrator, Local Government Auditor Principal, and Local Government Auditor Director may receive one step satisfactory performance increase on their anniversary date unless a supervisor is off step. In such case, the supervisor shall advance to the next higher step within their salary range. Hereafter, such supervisors shall receive increases in accordance with the above provisions.

- B. Progression for supervisors assigned to Progression Code 2, as identified in Appendix E, shall be as follows:

The orientation rate (or Step A) shall be paid during the first six (6) calendar months of employment within a class and the base rate (or Step B) shall be paid thereafter unless payment at the base rate is provided in accordance with Section 4(A) or 4(C).

- C. Progression for supervisors assigned to Progression Code 3, as identified in Appendix E, shall be as follows:

Supervisors at the first step shall be advanced to the second step at the completion of six (6) calendar months of satisfactory continuous service at the first step. Supervisors shall be advanced from the second to the third step at the completion of six (6) calendar months of satisfactory continuous service at the second step. Supervisors at or beyond the third step shall advance to the next higher step at the completion of twelve (12) months of satisfactory continuous service at that step, until the maximum rate of pay is attained.

Appointing Authorities may withhold such step increases because of unsatisfactory service, with written notice to the supervisor. Increases so withheld may subsequently be granted upon certification by the Appointing Authority that the supervisor has achieved a satisfactory level.

- D. Achievement Awards: Any supervisor who has demonstrated outstanding performance may receive achievement awards in the amount of a lump sum payment equal to four (4) percent of his/her current salary not to exceed \$1,000. In no instance during a fiscal year shall achievement awards be granted to more than thirty five (35) percent of the number of supervisors authorized at the beginning of the fiscal year.

#### Section 4. Salary Upon Class Change.

- A. Promotion. Supervisors who are promoted during the life of this Agreement shall be granted a salary increase of at least one (1) step or shall be paid at the minimum of the higher range, whichever is greater.
- B. Voluntary Transfer. A supervisor who transfers within the same class shall receive no salary adjustment. A supervisor who transfers between classes shall receive the minimum adjustment necessary to bring his/her salary within the range of the new class. However, a supervisor may continue to receive a rate of pay in excess of the maximum with the approval of the Appointing Authority.
- C. Demotion for Other than Cause. A supervisor who takes a voluntary demotion or a demotion in lieu of layoff shall retain his/her present salary unless that salary exceeds the maximum rate of pay for the new position in which case the supervisor's salary shall be adjusted to the new maximum. However, a supervisor 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. Demotion for Cause. A supervisor who is demoted for cause shall receive a salary rate within the range for the class to which he/she is demoted.
- E. Reallocation. If a position is reallocated to a class in a lower salary range, and the salary of the supervisor exceeds the maximum of the new range the supervisor shall be placed in the new class and shall retain his/her current salary. In addition, the supervisor shall receive any across the board or conversion increases as provided by this Agreement.
- F. Non-certification during Probationary Period. A supervisor 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 supervisor would have received had he/she remained in the former class.

Section 5. Night Differential. Supervisors working between the hours of 7:00 P.M. and 6:00 A.M. shall receive a night differential of thirty five cents (\$0.35) per hour for such hours worked. Such night differential shall be in addition to the supervisor's regular rate of pay but shall not be included in any overtime calculation or any other payroll calculations.

Section 6. Work Out of Class. When a supervisor 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;
- 2) Short periods of sick leave; or
- 3) The time required, to a maximum of four (4) weeks, for the job filling process;

and the work out of class assignment exceeds ten (10) consecutive work days in duration, the supervisor shall be paid for all such hours at the supervisor'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 one (1) step higher than the supervisor's current salary, whichever is greater.

Section 7. Severance Pay. All supervisors who have accrued twenty (20) years or more continuous State service shall receive severance pay upon any separation from State service. Supervisors 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. Supervisors who retire from State service after ten (10) years of continuous 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.

Effective July 1, 1981, severance pay shall be equal to forty (40) percent of the supervisor's accumulated but unused sick leave balance (which balance shall not exceed nine hundred (900) hours) plus twenty-five (25) percent of the supervisor's accumulated but unused sick leave bank, times the supervisor's regular rate of pay at the time of separation.

Should any supervisor 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 and the supervisor's credit at the time the supervisor was separated and the amount of accumulated but unused sick leave at the time of the supervisor'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 (5) years from termination of employment. In the event that a terminated supervisor dies before all or a portion of the severance pay has been disbursed, that balance due shall be paid to a named beneficiary or, lacking same, to the deceased's estate.

Section 8. Injured on Duty Pay. The parties recognize that supervisors working with residents or inmates of certain state institutions or facilities or dealing with suspected violators of the law face a high potential for injury due to the nature of their employment. Therefore, a supervisor of any Department of Corrections, Department of Public Welfare, Department of Education, or Department of Veteran's Affairs institution, or State conservation officers or crime bureau agents who, in the ordinary course of employment, while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Appointing Authority, incurs a disabling injury stemming from the aggressive and/or criminal and/or intentional and overt act of a person who is a resident or is in the custodial control of the institution, or which is incurred while attempting to apprehend or take into custody such inmate or resident, or suspected violator of the law shall receive compensation in an amount equal to the difference between the supervisor's regular rate of pay and benefits paid under the Workers' Compensation, without deduction from the supervisor's accrued sick leave. Such compensation shall not exceed an amount equal to two hundred forty (240) times the supervisor's regular hourly rate of pay per disabling injury.

Section 9. Corrections Differential. Where a correctional trades employee in an adult institution receives a differential which combined with that employee's regular hourly rate is equal to or more than the regular hourly rate of the employee's immediate supervisor, the supervisor shall receive a sixty cents (\$0.60) per hour differential. This differential is restricted to supervisory staff of trades employees and is not available to administrative or correctional counselor staff.

## ARTICLE XVII INSURANCE

Section 1. Group Insurance. The Employer agrees to maintain during the life of this Agreement; Group Life, High-Option Health, Surgical, Medical and Hospital benefits; and Dental benefits as specifically contained in the existing contracts of Insurance and the certificates issued thereunder. 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.

Section 2. Eligible Employees. All supervisors 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 supervisors; student workers hired after July 1, 1979, and interns; part-time or seasonal supervisors serving on less than a seventy-five (75) percent time basis. This exclusion shall not apply to a part-time or seasonal supervisor in the classified service who prior to April 1, 1967, was eligible for State paid basic life insurance and health benefits. However, seasonal supervisors 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.

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 with the State.

A supervisor must be actively at work on the effective date of coverage except that a supervisor 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 supervisor's coverage.

Benefits provided under this Article shall continue as long as a supervisor 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 XI. Vacation leave, compensatory time or sick leave cannot be used for the purpose of continuing State paid insurance by keeping a supervisor on a State payroll for one working day per pay period during the time the supervisor is on an unpaid leave of absence.

If an eligible supervisor 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 supervisor shall nonetheless continue to be eligible for benefits provided the supervisor appears on the regular payroll for at least one (1) working day in the payroll period immediately preceding such absences. Part-time or seasonal supervisors who do not meet the 75% time requirements set forth above may nonetheless enroll in such coverages at their own expense, provided they are employed on at least a 50% time basis.

For supervisors age sixty-five (65) and older, health insurance coverage shall be coordinated with relevant health insurance benefits provided through the federally-sponsored medicare program.

Section 3. Employer Contribution for Health Insurance. Effective July 1, 1981, the Employer shall pay the full cost of supervisor coverage for the health, surgical, medical and hospital coverages specified in Section 1 above.

Effective October 7, 1981, the Employer shall contribute up to \$56.06 per month, not to exceed the total cost for supervisor coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total supervisor Blue Cross and Blue Shield insurance premium not to exceed the total cost for supervisor coverage.

Effective July 1, 1981, the Employer shall contribute up to \$60.00 per month, not to exceed the total cost, or 90% of the cost, whichever is greater, for dependent coverage. However, for supervisors who were covered by the 1979-1981 Middle Management Association Agreement, the Employer shall contribute the full cost of dependent coverage, provided such cost does not exceed the higher of \$60.00 or the Blue Cross/Blue Shield premium attributable to dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$76.94 per month, not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to ninety percent (90%) of the total dependent Blue Cross and Blue Shield insurance premium for all supervisors carrying dependent coverage not to exceed the total cost for dependent coverage.

Eligible supervisors may select coverage under any one of the Health Maintenance Organizations offered by the Employer, or under the Blue Cross and Blue Shield of Minnesota high-option plan, or any other plan offered by the Employer. A brief description of each of the HMO plans and Blue Cross and Blue Shield of Minnesota Plan is contained in Appendix S. Effective October 7, 1981, the major medical benefits under Blue Shield shall pay 80% of the first \$5,000 and 100% of the remainder up to a lifetime maximum of \$500,000 per person, after an annual deductible of \$100.00.

Section 4. Insurance Payment. Supervisors employed by the Employer on July 1, 1981, who are enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 7, 1981, and who are eligible for State paid insurance coverage shall receive a \$50.00 insurance payment in October, 1981.

Supervisors employed by the Employer on July 1, 1981, enrolled in the Blue Cross and Blue Shield of Minnesota insurance plan on October 6, 1982, and who are eligible for State paid insurance payment in October, 1982, shall receive a \$50.00 insurance payment in October, 1982, provided there has been no break in continuous service between July 1, 1981, and October 6, 1982.

Supervisors shall be considered to be employed on July 1, 1981, October 7, 1981, and October 6, 1982, if they are in payroll status, on approved leave of absence, or on seasonal layoff on that date.

Section 5. Workers' Compensation. When a supervisor 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 (1980) 176.191, Subdivision 3.

Section 6. Employer Contribution for Dental Insurance. Effective July 1, 1981, the Employer shall pay the full cost of supervisor coverage for the dental coverage specified in Section 1 above.



Effective October 7, 1981, the Employer shall contribute up to \$8.38 per month not to exceed the total cost for supervisor coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to the total cost of Delta Dental supervisor coverage not to exceed the total cost for supervisor dental insurance.

Effective July 1, 1981, the Employer shall pay one-half (1/2) of the difference in premium between single and family coverage for all eligible supervisors carrying dependent coverage.

Effective October 7, 1981, the Employer shall contribute up to \$9.58 per month not to exceed the total cost for dependent coverage. Effective October 6, 1982, the Employer shall contribute a flat-rate dollar amount per month up to one-half (1/2) of Delta Dental dependent coverage not to exceed the total cost for dependent dental insurance.

Eligible supervisors may select coverage under the Delta Dental Plan or any other dental plan offered by the Employer. A brief description of the dental plans is contained in Appendix S.

Section 7. Life Insurance. The Employer agrees to provide and pay for the following term life insurance and accidental death and dismemberment coverage for all eligible supervisors (double indemnity applies in the case of accidental death):

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

Up to \$100,000 additional insurance may be purchased by supervisors, subject to satisfactory evidence of insurability, in increments established by the Employer. Dependent coverage of \$2,000 for each dependent and up to one-half (1/2) the principal sum carried by the supervisor for the spouse shall also be available for purchase by the supervisor.

Section 8. Optional Insurance. The following optional insurance protection shall be available for purchase by eligible supervisors:

A. Short Term Salary Continuance. Provides benefits of \$140-\$1,000, up to two-thirds of a supervisor'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.

B. Long Term Salary Continuance. Provides benefits of \$200-\$1,000, based on the supervisor's salary, commencing on the 181st day of total disability.

C. 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 supervisor, but not in excess of the amount carried by the supervisor.

Section 9. Group Premium for Early Retirement. Supervisors 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 supervisor's expense, in the group hospital and medical benefits as set forth in Minnesota Statutes 43A.27, Subdivision 3 at the State group premium rates.

Section 10. Insurance Coverage for Supervisors on Layoff. All eligible classified supervisors 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 supervisors shall have the option to continue to participate in the group insurance program for an additional six (6) months at their own expense at the group premium rates.

Section 11. Open Enrollment. There shall be an open enrollment period for the coverages available under Sections 3 and 6 above during the period August 15th through September 30th each year. Changes in coverages shall become effective at the beginning of the payroll period nearest to October 1 in each year.

#### ARTICLE XVIII 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. Supervisors 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 a supervisor is required to use his/her personal automobile to conduct authorized State business, the Appointing Authority shall reimburse the supervisor at the rate of twenty-six (26) 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 supervisor, mileage may be paid at the rate of twenty-one (21) cents per mile on the most direct route. Deviations from the most direct route, such as vicinity driving or departure from the supervisor's residence, shall be shown separately on the supervisor's daily expense record and reimbursed under the foregoing rates. Actual payment of toll charges and parking fees shall be reimbursed. A supervisor shall not be required by the Appointing Authority to carry automobile insurance coverage beyond that required by law.

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

Supervisors who use a specially equipped personal van or van-type vehicle on official State business shall be reimbursed for mileage at a rate of thirty-eight (38) cents per mile during Fiscal Year 1982 and forty (40) cents per mile during Fiscal Year 1983 on the most direct route. In order to qualify for this reimbursement rate, the vehicle must be equipped with a ramp, lift, or other level exchanging device designed to provide access for a wheelchair.

Reimbursement for use of a motorcycle on official State business shall be at a rate of twelve (12) cents per mile during Fiscal Year 1982 and thirteen (13) cents per mile in Fiscal Year 1983 on the most direct route.

The Appointing Authority may authorize travel in personal aircraft and when it is deemed in the best interest of the State. Mileage reimbursement in such cases shall be at a rate of forty (40) cents per mile during Fiscal Year 1982 and forty-three (43) cents per mile in Fiscal Year 1983 and shall be based on the shortest route based on direct air mileage between the point of departure and the destination.

Section 4. Overnight Travel. Supervisors in travel status who incur expenses for lodging shall be allowed actual reasonable costs of lodging, in addition to the actual cost of meals while away from their home station, up to the maximums stated in Section 5 of this Article. Supervisors in travel status in excess on one (1) week without returning home shall be allowed actual cost not to exceed \$15.00 per week for laundry and/or dry cleaning for each week after the first week. The amount authorized for this purpose in Fiscal Year 1983 shall be \$16.00.

Section 5. Meal Allowances. Supervisors assigned to be in travel status between the supervisor'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 supervisor 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 supervisors stationed outside the seven (7) county metropolitan area the following shall apply: Lunch reimbursement may be claimed only if the supervisor 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 supervisors stationed in the seven (7) county metropolitan area the following shall apply: Supervisors 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 supervisor 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, within the State, including tax and gratuity, shall be:

	<u>F.Y. 1982</u>	<u>F.Y. 1983</u>
Breakfast -	\$4.50	\$ 5.50
Lunch -	\$5.50	\$ 6.50
Dinner -	\$9.50	\$10.50

Maximum reimbursement for meals, outside the State or on trains, including tax and gratuity, shall be:

	<u>F.Y. 1982</u>	<u>F.Y. 1983</u>
Breakfast -	\$5.00	\$ 6.00
Lunch -	\$6.00	\$ 7.00
Dinner -	\$11.00	\$12.00

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

Section 7. Payment of Expenses. The Appointing Authority shall advance the estimated cost of travel expenses where the anticipated expenses total at least fifty dollars (\$50.00), provided the supervisor makes such a request a reasonable period of time in advance of the travel date. Reimbursements shall be made within two (2) weeks from the time expense reports are submitted to the Appointing Authority.

ARTICLE XIX  
RELOCATION EXPENSES

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

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

A supervisor who is transferred, reassigned, or demoted at such supervisor's request when the transfer, reassignment, or demotion is for the supervisor'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 supervisor'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 supervisors who currently commute thirty-five (35) miles or more to their work location unless the supervisor is transferred or reassigned to a new work location which is thirty-five (35) miles or more from the supervisor's current work station.

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

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

- A. Travel Status. Supervisors 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. Standard travel expenses for the supervisor's spouse shall be borne by the Appointing Authority for a maximum of two (2) trips not to exceed a total of seven (7) calendar days during the ninety (90) calendar day period.
- B. Realtor's Fees. Realtor's fees for the sale of the supervisor's domicile, not to exceed \$4,000, shall be paid by the Appointing Authority.
- C. Moving Expenses. The Appointing Authority shall pay the cost of moving and packing the supervisor's household goods. The supervisor 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 supervisor's household goods. The Appointing Authority shall pay for the moving of house trailers if the trailer is the supervisor's domicile, and such reimbursement shall include the cost of transporting support blocks, skirts, and/or other attached fixtures.
- D. Miscellaneous Expenses. The supervisor shall be reimbursed up to a maximum of \$350.00 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 supervisor'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 XVIII (Expense Allowances)), or other direct costs associated with rental or purchase of another residence. No reimbursement will be made for the cost of improvements to the new residence or reimbursable deposits required in connection with the purchase or rental of the residence.

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

## ARTICLE XX HOUSING

Section 1. Rental Rates. Any supervisor who is required by the Appointing Authority to live in a State-owned residence as a condition of employment shall not be required to pay rent for the dwelling. Any supervisor who is not required by the Appointing Authority to live in a State-owned residence as a condition of employment shall pay a fair rental rate established by the Appointing Authority for the dwelling.

In the event the Appointing Authority no longer requires a supervisor to live in a State-owned residence as a condition of employment, the supervisor will be given a reasonable period of time not to exceed sixty (60) calendar days in which to find alternate housing if the supervisor so desires.

The Appointing Authority shall advise all supervisors in writing if occupancy of a particular dwelling is a condition of employment.

Section 2. Utilities and Repairs. The Appointing Authority shall pay all taxes on State-owned residences. If the Appointing Authority requires a supervisor to maintain an office in the State-owned residence, the Appointing Authority shall pay all utilities related to the operation of the office.

The supervisor occupying the residence will be responsible for changing storm windows and screens and routine maintenance of the grounds designated as residence property, but all necessary decorating, painting, and repairs shall be done by the Appointing Authority at no cost to the supervisor. Supervisors shall not alter any plumbing, wiring, or any roof, wall, or partition without express written approval from the Appointing Authority and may be held responsible for any damage or alteration beyond ordinary wear.

Section 3. Garage Space. If available, garage space may be used by the supervisor for his/her private vehicle without cost to the supervisor.

## ARTICLE XXI UNIFORMS

The Appointing Authority agrees to maintain its current practice of providing clothing or a clothing allowance to supervisors who are required to wear uniforms as a condition of employment.

Notwithstanding the above, the Appointing Authority shall furnish each supervisor in the Department of Natural Resources, except for supervisors in the Enforcement Division, such articles of clothing as are specified as part of the uniform valued at \$150 annually.

The Appointing Authority shall furnish each supervisor in the Department of Natural Resources Enforcement Division such articles of clothing as are specified as part of the uniform valued at \$250 annually.

ARTICLE XXII  
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 provision 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 XXIII  
COMPLETE AGREEMENT AND WAIVER CLAUSE

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

ARTICLE XXIV  
DURATION

The provisions of this Agreement shall become effective the \_\_\_\_\_ day of \_\_\_\_\_, 1981, subject to ratification by the Seventy-Second (72nd) session of the Legislature or the Legislative Commission on Employee Relations and shall remain in full force and effect through the thirtieth day of June, 1983.

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

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

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

In Witness thereof, the parties hereto have caused this Agreement to be signed by their respective representatives this \_\_\_\_\_ day of \_\_\_\_\_, 1981.

FOR THE ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FOR THE EMPLOYER

\_\_\_\_\_  
Commissioner of Employee Relations

\_\_\_\_\_  
State Labor Negotiator

\_\_\_\_\_  
Assistant State Labor Negotiator



# APPENDIX A

Below is a list of seniority units for Unit 16, Supervisors, as of the effective date of this Agreement.

<u>State Agency</u>	<u>Seniority Unit</u>
Abstractor's Board of Examiners	Statewide
Accountancy Board	Statewide
Administration	Statewide
Agriculture	Statewide
Animal Health Board	Statewide
Architecture, Engineering, Land Surveying and Landscape Architecture Board	Statewide
Arts Board	Statewide
Attorney General	Statewide
Auditor	Statewide
Barber Exam Board	Statewide
Boxing Board	Statewide
Capitol Area Architectural and Planning Board	Statewide
Chiropractic Examiners Board	Statewide
Commerce	Statewide
Community College System	System Office(including Computer Center) Anoka-Ramsey Community College Austin Community College Brainerd Community College East Central Service Center (Cambridge) Fergus Falls Community College Hibbing Community College Inver Hills Community College Itaska Community College Lakewood Community College Mesabi Community College Minneapolis Community College Normandale Community College North Hennepin Community College

# APPENDIX A (Cont.)

	Northland Community College Rainy River Community College Rochester Community College Vermilion Community College Willmar Community College Worthington Community College
Corrections	Thistledew Camp Willow River Camp MCF-Shakopee MCF-Lino Lakes MCF-Sauk Center MCF-Red Wing MCF-St. Cloud MCF-Stillwater Oak Park Heights Ramsey Medical Unit Central Office and Community Services
Council for Spanish Speaking People	Statewide
Council for the Handicapped	Statewide
Council on Black Minnesotans	Statewide
Crime Control Planning Board	Reorganization in progress.
Dentistry Board	Statewide
Economic Development	Reorganization in progress.
Economic Security	Statewide
Education	Central Office Faribault Residential Schools (Braille and Deaf)
Electricity Board	Statewide
Energy Agency	Reorganization in progress
Ethical Practices Board	Statewide
Finance	Statewide
Health	Statewide
Hearings Examiner	Statewide
Higher Education Coordinating Board	Statewide

# APPENDIX A (Cont.)

Higher Education Facilities Authority	Statewide
Housing Finance Agency	Statewide
Human Rights	Statewide
Indian Affairs Inter-Tribal Board	Statewide
Investment Board	Statewide
Iron Range Resources and Rehabilitation Board	Statewide
Labor and Industry	Statewide
Medical Examiners Board	Statewide
Military Affairs	Statewide
Minnesota Educational Computing Consortium	Statewide
Minnesota State Retirement System	Statewide
Municipal Board	Statewide
Natural Resources	Statewide
Nursing Board	Statewide
Nursing Home Administrators Examiners Board	Statewide
Ombudsman for Corrections	Statewide
Optometry Board	Statewide
Peace Officers Standards and Training Board	Statewide
Pharmacy Board	Statewide
Planning Agency	Reorganization in progress
Podiatry Board	Statewide
Pollution Control Agency	Statewide
Psychology Board	Statewide
Public Safety	Statewide

# APPENDIX A (Cont.)

Public Service	Statewide
Public Utilities Commission	Statewide
Public Welfare	Anoka State Hospital Ah-Gwah-Ching Nursing Home Brainerd State Hospital Cambridge State Hospital Faribault State Hospital Fergus Falls State Hospital Moose Lake State Hospital Oak Terrace Nursing Home Minnesota Security Hospital Rochester State Hospital St. Peter State Hospital Willmar State Hospital Central Office
Revenue	Statewide
Secretary of State	Statewide
Sentencing Guidelines Commission	Statewide
Southern Minnesota Rivers Basin Bd.	Statewide
State Planning Agency	Reorganization in Progress
State University System	Bemidji State University Mankato State University Metropolitan State University Moorhead State University St. Cloud State University Southwest State University Winona State University System Office
Tax Court	Statewide
Teachers Retirement Association	Statewide
Transportation	Statewide
Transportation Regulation Board	Statewide
Veterans Affairs (Including Big Island Camp, Minneapolis Home and Hastings Home)	Statewide
Veterinary Medicine Board	Statewide
Voyageur National Park Citizens	Statewide

## APPENDIX A (Cont.)

Waste Management Board	Statewide
Watchmaking Examiners Board	Statewide
Water Commission Planning Board	Statewide
Water Resources Board	Statewide
Zoological Gardens	Statewide

The Employer and the Association agree that the above-listed seniority units may be added to, subtracted from, merged, or eliminated.

## APPENDIX B - HOLIDAYS

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

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

## APPENDIX C - VACATION

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

HOURS OF VACATION ACCRUED DURING EACH  
PAYROLL PERIOD OF LENGTH OF SERVICE

Number of 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 years
Less than 9½	0	0	0	0	0
At least 9½ but less than 19½	¾	1	1-¼	1-½	1-½
At least 19½, but less than 29½	1	1-¼	1-¾	2	2
At least 29½, but less than 39½	1-½	2	2-¾	3	3
At least 39½, but less than 49½	2	2-½	3-½	3-¾	4
At least 49½, but less than 59½	2-½	3-¼	4-½	4-¾	5
At least 59½, but less than 69½	3	3-¾	5-¼	5-¾	6
At least 69½, but less than 79½	3-½	4-½	6-¼	6-¾	7
At least 79½	4	5	7	7-½	8

APPENDIX D - SICK LEAVE

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

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

Number of Hours Worked During Pay Period	Less than 900 Hours	900 Hours and Maintained
Less than 9 1/2	0	0
At least 9 1/2, but less than 19 1/2	¾	¼
At least 19 1/2, but less than 29 1/2	1	½
At least 29 1/2, but less than 39 1/2	1 ½	¾
At least 39 1/2, but less than 49 1/2	2	1
At least 49 1/2, but less than 59 1/2	2 ½	1 ¼
At least 59 1/2, but less than 69 1/2	3	1 ½
At least 69 1/2, but less than 79 1/2	3 ½	1 ¾
At least 79 1/2	4	2

# APPENDIX F

<u>Old "D Schedule" Range</u>	<u>New Range</u>
Local Government Auditor Principal	14I
Local Government Auditor Director	18I

<u>Salary Based on</u> <u>Old Special Teacher</u> <u>Salary Schedule</u>	<u>New Range</u>
Institution Educational Supervisor	17J
Institution Educational Administrator	18J

<u>Old "Non-Minnesota Nurses</u> <u>Association" Schedule classes</u> <u>Registered Nurse 3 and</u> <u>Registered Nurse 4 Range</u>	<u>New Range</u>
7	8
9	10

<u>Old Minnesota Nurses</u> <u>Association Schedule Range</u>	<u>New Range</u>
38	8
40	10
72	15
82	15
83	17

Supervisors in the class Public Health Physician 2 shall convert to salary range 24I in the following manner:

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

## APPENDIX G

Comp Code		A	B	C	D	E	F	G	H	I	J	
Step		01	02	03	04	05	06	07	08	09	10	
Series Range												
K	8	15,597 1,300 7.47	16,140 1,345 7.73	16,746 1,395 8.02	17,351 1,446 8.31	17,978 1,498 8.61	18,646 1,554 8.93	19,356 1,613 9.27	20,066 1,672 9.61	20,817 1,735 9.97	21,611 1,801 10.35	Annual Monthly Hourly
K	9	16,140 1,345 7.73	16,746 1,395 8.02	17,351 1,446 8.31	17,978 1,498 8.61	18,646 1,554 8.93	19,356 1,613 9.27	20,066 1,672 9.61	20,817 1,735 9.97	21,611 1,801 10.35	22,425 1,869 10.74	Annual Monthly Hourly
K	10	16,746 1,395 8.02	17,351 1,446 8.31	17,978 1,498 8.61	18,646 1,554 8.93	19,356 1,613 9.27	20,066 1,672 9.61	20,817 1,735 9.97	21,611 1,801 10.35	22,425 1,869 10.74	23,239 1,937 11.13	Annual Monthly Hourly
K	11	17,351 1,446 8.31	17,978 1,498 8.61	18,646 1,554 8.93	19,356 1,613 9.27	20,066 1,672 9.61	20,817 1,735 9.97	21,611 1,801 10.35	22,425 1,869 10.74	23,239 1,937 11.13	24,137 2,011 11.56	Annual Monthly Hourly
K	12	17,978 1,498 8.61	18,646 1,554 8.93	19,356 1,613 9.27	20,066 1,672 9.61	20,817 1,735 9.97	21,611 1,801 10.35	22,425 1,869 10.74	23,239 1,937 11.13	24,137 2,011 11.56	25,056 2,088 12.00	Annual Monthly Hourly
K	13	18,646 1,554 8.93	19,356 1,613 9.27	20,066 1,672 9.61	20,817 1,735 9.97	21,611 1,801 10.35	22,425 1,869 10.74	23,239 1,937 11.13	24,137 2,011 11.56	25,056 2,088 12.00	25,996 2,166 12.45	Annual Monthly Hourly
K	14	19,356 1,613 9.27	20,066 1,672 9.61	20,817 1,735 9.97	21,611 1,801 10.35	22,425 1,869 10.74	23,239 1,937 11.13	24,137 2,011 11.56	25,056 2,088 12.00	25,996 2,166 12.45	26,977 2,248 12.92	Annual Monthly Hourly
K	15	20,066 1,672 9.61	20,817 1,735 9.97	21,611 1,801 10.35	22,425 1,869 10.74	23,239 1,937 11.13	24,137 2,011 11.56	25,056 2,088 12.00	25,996 2,166 12.45	26,977 2,248 12.92	28,000 2,333 13.41	Annual Monthly Hourly
K	16	20,817 1,735 9.97	21,611 1,801 10.35	22,425 1,869 10.74	23,239 1,937 11.13	24,137 2,011 11.56	25,056 2,088 12.00	25,996 2,166 12.45	26,977 2,248 12.92	28,000 2,333 13.41	29,086 2,424 13.93	Annual Monthly Hourly
K	17	21,611 1,801 10.35	22,425 1,869 10.74	23,239 1,937 11.13	24,137 2,011 11.56	25,056 2,088 12.00	25,996 2,166 12.45	26,977 2,248 12.92	28,000 2,333 13.41	29,086 2,424 13.93	30,172 2,514 14.45	Annual Monthly Hourly
K	18	22,425 1,869 10.74	23,239 1,937 11.13	24,137 2,011 11.56	25,056 2,088 12.00	25,996 2,166 12.45	26,977 2,248 12.92	28,000 2,333 13.41	29,086 2,424 13.93	30,172 2,514 14.45	31,320 2,610 15.00	Annual Monthly Hourly
K	19	23,239 1,937 11.13	24,137 2,011 11.56	25,056 2,088 12.00	25,996 2,166 12.45	26,977 2,248 12.92	28,000 2,333 13.41	29,086 2,424 13.93	30,172 2,514 14.45	31,320 2,610 15.00	32,468 2,706 15.55	Annual Monthly Hourly
K	20	24,137 2,011 11.56	25,056 2,088 12.00	25,996 2,166 12.45	26,977 2,248 12.92	28,000 2,333 13.41	29,086 2,424 13.93	30,172 2,514 14.45	31,320 2,610 15.00	32,468 2,706 15.55	33,805 2,817 16.19	Annual Monthly Hourly
K	99	14,094 1,175 6.75	14,574 1,215 6.98	15,013 1,251 7.19	15,472 1,289 7.41	15,911 1,326 7.62	16,391 1,366 7.85	16,913 1,409 8.10	17,456 1,455 8.36			Annual Monthly Hourly



APPENDIX H  
"A" SCHEDULE

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												
J	01	YR	13,656	14,136	14,679	15,201	15,702	16,203	16,746	17,310	17,915	18,500	01
		MO	1138	1178	1223	1267	1308	1350	1395	1442	1493	1542	
		HR	6.54	6.77	7.03	7.28	7.52	7.76	8.02	8.29	8.58	8.86	
J	02	YR	14,136	14,679	15,201	15,702	16,203	16,746	17,310	17,915	18,500	19,168	02
		MO	1178	1223	1267	1308	1350	1395	1442	1493	1542	1597	
		HR	6.77	7.03	7.28	7.52	7.76	8.02	8.29	8.58	8.86	9.18	
J	03	YR	14,679	15,201	15,702	16,203	16,746	17,310	17,915	18,500	19,168	19,815	03
		MO	1223	1267	1308	1350	1395	1442	1493	1542	1597	1651	
		HR	7.03	7.28	7.52	7.76	8.02	8.29	8.58	8.86	9.18	9.49	
J	04	YR	15,201	15,702	16,203	16,746	17,310	17,915	18,500	19,168	19,815	20,525	04
		MO	1267	1308	1350	1395	1442	1493	1542	1597	1651	1710	
		HR	7.28	7.52	7.76	8.02	8.29	8.58	8.86	9.18	9.49	9.83	
J	05	YR	15,702	16,203	16,746	17,310	17,915	18,500	19,168	19,815	20,525	21,235	05
		MO	1308	1350	1395	1442	1493	1542	1597	1651	1710	1770	
		HR	7.52	7.76	8.02	8.29	8.58	8.86	9.18	9.49	9.83	10.17	
J	06	YR	16,203	16,746	17,310	17,915	18,500	19,168	19,815	20,525	21,235	22,008	06
		MO	1350	1395	1442	1493	1542	1597	1651	1710	1770	1834	
		HR	7.76	8.02	8.29	8.58	8.86	9.18	9.49	9.83	10.17	10.54	
J	07	YR	16,746	17,310	17,915	18,500	19,168	19,815	20,525	21,235	22,008	22,822	07
		MO	1395	1442	1493	1542	1597	1651	1710	1770	1834	1902	
		HR	8.02	8.29	8.58	8.86	9.18	9.49	9.83	10.17	10.54	10.93	
J	08	YR	17,310	17,915	18,500	19,168	19,815	20,525	21,235	22,008	22,822	23,636	08
		MO	1442	1493	1542	1597	1651	1710	1770	1834	1902	1970	
		HR	8.29	8.58	8.86	9.18	9.49	9.83	10.17	10.54	10.93	11.32	
J	09	YR	17,915	18,500	19,168	19,815	20,525	21,235	22,008	22,822	23,636	24,492	09
		MO	1493	1542	1597	1651	1710	1770	1834	1902	1970	2041	
		HR	8.58	8.86	9.18	9.49	9.83	10.17	10.54	10.93	11.32	11.73	
J	10	YR	18,500	19,168	19,815	20,525	21,235	22,008	22,822	23,636	24,492	25,390	10
		MO	1542	1597	1651	1710	1770	1834	1902	1970	2041	2116	
		HR	8.86	9.18	9.49	9.83	10.17	10.54	10.93	11.32	11.73	12.16	
J	11	YR	19,168	19,815	20,525	21,235	22,008	22,822	23,636	24,492	25,390	26,309	11
		MO	1597	1651	1710	1770	1834	1902	1970	2041	2116	2192	
		HR	9.18	9.49	9.83	10.17	10.54	10.93	11.32	11.73	12.16	12.60	
J	12	YR	19,815	20,525	21,235	22,008	22,822	23,636	24,492	25,390	26,309	27,248	12
		MO	1651	1710	1770	1834	1902	1970	2041	2116	2192	2271	
		HR	9.49	9.83	10.17	10.54	10.93	11.32	11.73	12.16	12.60	13.05	
J	13	YR	20,525	21,235	22,008	22,822	23,636	24,492	25,390	26,309	27,248	28,251	13
		MO	1710	1770	1834	1902	1970	2041	2116	2192	2271	2354	
		HR	9.83	10.17	10.54	10.93	11.32	11.73	12.16	12.60	13.05	13.53	
J	14	YR	21,235	22,008	22,822	23,636	24,492	25,390	26,309	27,248	28,251	29,274	14
		MO	1770	1834	1902	1970	2041	2116	2192	2271	2354	2439	
		HR	10.17	10.54	10.93	11.32	11.73	12.16	12.60	13.05	13.53	14.02	
J	15	YR	22,008	22,822	23,636	24,492	25,390	26,309	27,248	28,251	29,274	30,401	15
		MO	1834	1902	1970	2041	2116	2192	2271	2354	2439	2533	
		HR	10.54	10.93	11.32	11.73	12.16	12.60	13.05	13.53	14.02	14.56	
J	16	YR	22,822	23,636	24,492	25,390	26,309	27,248	28,251	29,274	30,401	31,529	16
		MO	1902	1970	2041	2116	2192	2271	2354	2439	2533	2627	
		HR	10.93	11.32	11.73	12.16	12.60	13.05	13.53	14.02	14.56	15.10	
J	17	YR	23,636	24,492	25,390	26,309	27,248	28,251	29,274	30,401	31,529	32,698	17
		MO	1970	2041	2116	2192	2271	2354	2439	2533	2627	2725	
		HR	11.32	11.73	12.16	12.60	13.05	13.53	14.02	14.56	15.10	15.66	
J	18	YR	24,492	25,390	26,309	27,248	28,251	29,274	30,401	31,529	32,698	33,930	18
		MO	2041	2116	2192	2271	2354	2439	2533	2627	2725	2828	
		HR	11.73	12.16	12.60	13.05	13.53	14.02	14.56	15.10	15.66	16.25	
J	19	YR	25,390	26,309	27,248	28,251	29,274	30,401	31,529	32,698	33,930	35,120	19
		MO	2116	2192	2271	2354	2439	2533	2627	2725	2828	2927	
		HR	12.16	12.60	13.05	13.53	14.02	14.56	15.10	15.66	16.25	16.82	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	20	YR	26,309	27,248	28,251	29,274	30,401	31,529	32,698	33,930	35,120	36,352	20
		MO	2192	2271	2354	2439	2533	2627	2725	2828	2927	3029	
		HR	12.60	13.05	13.53	14.02	14.56	15.10	15.66	16.25	16.82	17.41	
J	21	YR	27,248	28,251	29,274	30,401	31,529	32,698	33,930	35,120	36,352	37,668	21
		MO	2271	2354	2439	2533	2627	2725	2828	2927	3029	3139	
		HR	13.05	13.53	14.02	14.56	15.10	15.66	16.25	16.82	17.41	18.04	
J	22	YR	28,251	29,274	30,401	31,529	32,698	33,930	35,120	36,352	37,668	39,046	22
		MO	2354	2439	2533	2627	2725	2828	2927	3029	3139	3254	
		HR	13.53	14.02	14.56	15.10	15.66	16.25	16.82	17.41	18.04	18.70	
J	23	YR	29,274	30,401	31,529	32,698	33,930	35,120	36,352	37,668	39,046	40,424	23
		MO	2439	2533	2627	2725	2828	2927	3029	3139	3254	3369	
		HR	14.02	14.56	15.10	15.66	16.25	16.82	17.41	18.04	18.70	19.36	
J	24	YR	30,401	31,529	32,698	33,930	35,120	36,352	37,668	39,046	40,424	41,864	24
		MO	2533	2627	2725	2828	2927	3029	3139	3254	3369	3489	
		HR	14.56	15.10	15.66	16.25	16.82	17.41	18.04	18.70	19.36	20.05	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J

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

APPENDIX I  
"B" SCHEDULE

Comp Code			A	B
Step			01	02
Series	Range			
J	86	YR	16,850	17,372
		MO	1404	1448
		HR	8.07	8.32
J	87	YR	17,372	17,873
		MO	1448	1489
		HR	8.32	8.56
J	88	YR	17,873	18,416
		MO	1489	1535
		HR	8.56	8.82
J	89	YR	18,416	18,959
		MO	1535	1580
		HR	8.82	9.08
J	90	YR	18,959	19,544
		MO	1580	1629
		HR	9.08	9.36
J	91	YR	19,544	20,128
		MO	1629	1677
		HR	9.36	9.64
J	92	YR	20,128	20,713
		MO	1677	1726
		HR	9.64	9.92
J	93	YR	20,713	21,360
		MO	1726	1780
		HR	9.92	10.23
J	94	YR	21,360	22,008
		MO	1780	1834
		HR	10.23	10.54
J	95	YR	22,008	22,697
		MO	1834	1891
		HR	10.54	10.87

APPENDIX J  
"C" SCHEDULE

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	42	YR	8,060	8,331	8,623	8,895	9,187	9,542	9,814	10,085	10,377	10,607	42
		MO	672	694	719	741	766	795	818	840	865	884	
		HR	3.86	3.99	4.13	4.26	4.40	4.57	4.70	4.83	4.97	5.08	
J	43	YR	8,331	8,623	8,895	9,187	9,542	9,814	10,085	10,377	10,607	10,899	43
		MO	694	719	741	766	795	818	840	865	884	908	
		HR	3.99	4.13	4.26	4.40	4.57	4.70	4.83	4.97	5.08	5.22	
J	44	YR	8,623	8,895	9,187	9,542	9,814	10,085	10,377	10,607	10,899	11,150	44
		MO	719	741	766	795	818	840	865	884	908	929	
		HR	4.13	4.26	4.40	4.57	4.70	4.83	4.97	5.08	5.22	5.34	
J	45	YR	8,895	9,187	9,542	9,814	10,085	10,377	10,607	10,899	11,150	11,505	45
		MO	741	766	795	818	840	865	884	908	929	959	
		HR	4.26	4.40	4.57	4.70	4.83	4.97	5.08	5.22	5.34	5.51	
J	46	YR	9,187	9,542	9,814	10,085	10,377	10,607	10,899	11,150	11,505	11,818	46
		MO	766	795	818	840	865	884	908	929	959	985	
		HR	4.40	4.57	4.70	4.83	4.97	5.08	5.22	5.34	5.51	5.66	
J	47	YR	9,542	9,814	10,085	10,377	10,607	10,899	11,150	11,505	11,818	12,131	47
		MO	795	818	840	865	884	908	929	959	985	1011	
		HR	4.57	4.70	4.83	4.97	5.08	5.22	5.34	5.51	5.66	5.81	
J	48	YR	9,814	10,085	10,377	10,607	10,899	11,150	11,505	11,818	12,131	12,444	48
		MO	818	840	865	884	908	929	959	985	1011	1037	
		HR	4.70	4.83	4.97	5.08	5.22	5.34	5.51	5.66	5.81	5.96	
J	49	YR	10,085	10,377	10,607	10,899	11,150	11,442	11,818	12,131	12,444	12,779	49
		MO	840	865	884	908	929	954	985	1011	1037	1065	
		HR	4.83	4.97	5.08	5.22	5.34	5.48	5.66	5.81	5.96	6.12	
J	50	YR	10,377	10,607	10,899	11,150	11,442	11,776	12,110	12,444	12,779	13,113	50
		MO	865	884	908	929	954	981	1009	1037	1065	1093	
		HR	4.97	5.08	5.22	5.34	5.48	5.64	5.80	5.96	6.12	6.28	
J	51	YR	10,607	10,899	11,150	11,442	11,776	12,110	12,444	12,779	13,113	13,488	51
		MO	884	908	929	954	981	1009	1037	1065	1093	1124	
		HR	5.08	5.22	5.34	5.48	5.64	5.80	5.96	6.12	6.28	6.46	
J	52	YR	10,899	11,150	11,442	11,776	12,110	12,444	12,779	13,113	13,488	13,885	52
		MO	908	929	954	981	1009	1037	1065	1093	1124	1157	
		HR	5.22	5.34	5.48	5.64	5.80	5.96	6.12	6.28	6.46	6.65	
J	53	YR	11,150	11,442	11,776	12,110	12,444	12,779	13,113	13,488	13,885	14,282	53
		MO	929	954	981	1009	1037	1065	1093	1124	1157	1190	
		HR	5.34	5.48	5.64	5.80	5.96	6.12	6.28	6.46	6.65	6.84	
J	54	YR	11,442	11,776	12,110	12,444	12,779	13,113	13,488	13,885	14,282	14,720	54
		MO	954	981	1009	1037	1065	1093	1124	1157	1190	1227	
		HR	5.48	5.64	5.80	5.96	6.12	6.28	6.46	6.65	6.84	7.05	
J	55	YR	11,776	12,110	12,444	12,779	13,113	13,488	13,885	14,282	14,720	15,096	55
		MO	981	1009	1037	1065	1093	1124	1157	1190	1227	1258	
		HR	5.64	5.80	5.96	6.12	6.28	6.46	6.65	6.84	7.05	7.23	
J	56	YR	12,110	12,444	12,779	13,113	13,488	13,885	14,282	14,720	15,096	15,514	56
		MO	1009	1037	1065	1093	1124	1157	1190	1227	1258	1293	
		HR	5.80	5.96	6.12	6.28	6.46	6.65	6.84	7.05	7.23	7.43	
J	57	YR	12,444	12,779	13,113	13,488	13,885	14,282	14,720	15,096	15,514	15,973	57
		MO	1037	1065	1093	1124	1157	1190	1227	1258	1293	1331	
		HR	5.96	6.12	6.28	6.46	6.65	6.84	7.05	7.23	7.43	7.65	
J	58	YR	12,779	13,113	13,488	13,885	14,282	14,720	15,096	15,514	15,973	16,474	58
		MO	1065	1093	1124	1157	1190	1227	1258	1293	1331	1373	
		HR	6.12	6.28	6.46	6.65	6.84	7.05	7.23	7.43	7.65	7.89	
J	59	YR	13,113	13,488	13,885	14,282	14,720	15,096	15,514	15,973	16,474	16,934	59
		MO	1093	1124	1157	1190	1227	1258	1293	1331	1373	1411	
		HR	6.28	6.46	6.65	6.84	7.05	7.23	7.43	7.65	7.89	8.11	
J	60	YR	13,488	13,885	14,282	14,720	15,096	15,514	15,973	16,474	16,934	17,414	60
		MO	1124	1157	1190	1227	1258	1293	1331	1373	1411	1451	
		HR	6.46	6.65	6.84	7.05	7.23	7.43	7.65	7.89	8.11	8.34	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range	YR											
		MO											
		HR											
J	61	YR	13,885	14,282	14,720	15,096	15,514	15,973	16,474	16,934	17,414	17,957	61
		MO	1157	1190	1227	1258	1293	1331	1373	1411	1451	1496	
		HR	6.65	6.84	7.05	7.23	7.43	7.65	7.89	8.11	8.34	8.60	
J	62	YR	14,282	14,720	15,096	15,514	15,973	16,474	16,934	17,414	17,957	18,500	62
		MO	1190	1227	1258	1293	1331	1373	1411	1451	1496	1542	
		HR	6.84	7.05	7.23	7.43	7.65	7.89	8.11	8.34	8.60	8.86	
J	63	YR	14,720	15,096	15,514	15,973	16,474	16,934	17,414	17,957	18,500	19,043	63
		MO	1227	1258	1293	1331	1373	1411	1451	1496	1542	1587	
		HR	7.05	7.23	7.43	7.65	7.89	8.11	8.34	8.60	8.86	9.12	
J	64	YR	15,096	15,514	15,973	16,474	16,934	17,414	17,957	18,500	19,043	19,606	64
		MO	1258	1293	1331	1373	1411	1451	1496	1542	1587	1634	
		HR	7.23	7.43	7.65	7.89	8.11	8.34	8.60	8.86	9.12	9.39	
J	65	YR	15,514	15,973	16,474	16,934	17,414	17,957	18,500	19,043	19,606	20,149	65
		MO	1293	1331	1373	1411	1451	1496	1542	1587	1634	1679	
		HR	7.43	7.65	7.89	8.11	8.34	8.60	8.86	9.12	9.39	9.65	
J	66	YR	15,973	16,474	16,934	17,414	17,957	18,500	19,043	19,606	20,149	20,692	66
		MO	1331	1373	1411	1451	1496	1542	1587	1634	1679	1724	
		HR	7.65	7.89	8.11	8.34	8.60	8.86	9.12	9.39	9.65	9.91	
J	67	YR	16,474	16,934	17,414	17,957	18,500	19,043	19,606	20,149	20,692	21,318	67
		MO	1373	1411	1451	1496	1542	1587	1634	1679	1724	1777	
		HR	7.89	8.11	8.34	8.60	8.86	9.12	9.39	9.65	9.91	10.21	
J	68	YR	16,934	17,414	17,957	18,500	19,043	19,606	20,149	20,692	21,318	21,924	68
		MO	1411	1451	1496	1542	1587	1634	1679	1724	1777	1827	
		HR	8.11	8.34	8.60	8.86	9.12	9.39	9.65	9.91	10.21	10.50	
J	69	YR	17,414	17,957	18,500	19,043	19,606	20,149	20,692	21,318	21,924	22,530	69
		MO	1451	1496	1542	1587	1634	1679	1724	1777	1827	1877	
		HR	8.34	8.60	8.86	9.12	9.39	9.65	9.91	10.21	10.50	10.79	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

APPENDIX K  
"A" SCHEDULE

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	01	YR	14,386	14,887	15,451	16,015	16,537	17,059	17,644	18,228	18,855	19,481	01
		MO	1199	1241	1288	1335	1378	1422	1470	1519	1571	1623	
		HR	6.89	7.13	7.40	7.67	7.92	8.17	8.45	8.73	9.03	9.33	
J	02	YR	14,887	15,451	16,015	16,537	17,059	17,644	18,228	18,855	19,481	20,191	02
		MO	1241	1288	1335	1378	1422	1470	1519	1571	1623	1683	
		HR	7.13	7.40	7.67	7.92	8.17	8.45	8.73	9.03	9.33	9.67	
J	03	YR	15,451	16,015	16,537	17,059	17,644	18,228	18,855	19,481	20,191	20,859	03
		MO	1288	1335	1378	1422	1470	1519	1571	1623	1683	1738	
		HR	7.40	7.67	7.92	8.17	8.45	8.73	9.03	9.33	9.67	9.99	
J	04	YR	16,015	16,537	17,059	17,644	18,228	18,855	19,481	20,191	20,859	21,611	04
		MO	1335	1378	1422	1470	1519	1571	1623	1683	1738	1801	
		HR	7.67	7.92	8.17	8.45	8.73	9.03	9.33	9.67	9.99	10.35	
J	05	YR	16,537	17,059	17,644	18,228	18,855	19,481	20,191	20,859	21,611	22,362	05
		MO	1378	1422	1470	1519	1571	1623	1683	1738	1801	1864	
		HR	7.92	8.17	8.45	8.73	9.03	9.33	9.67	9.99	10.35	10.71	
J	06	YR	17,059	17,644	18,228	18,855	19,481	20,191	20,859	21,611	22,362	23,177	06
		MO	1422	1470	1519	1571	1623	1683	1738	1801	1864	1931	
		HR	8.17	8.45	8.73	9.03	9.33	9.67	9.99	10.35	10.71	11.10	
J	07	YR	17,644	18,228	18,855	19,481	20,191	20,859	21,611	22,362	23,177	24,033	07
		MO	1470	1519	1571	1623	1683	1738	1801	1864	1931	2003	
		HR	8.45	8.73	9.03	9.33	9.67	9.99	10.35	10.71	11.10	11.51	
J	08	YR	18,228	18,855	19,481	20,191	20,859	21,611	22,362	23,177	24,033	24,889	08
		MO	1519	1571	1623	1683	1738	1801	1864	1931	2003	2074	
		HR	8.73	9.03	9.33	9.67	9.99	10.35	10.71	11.10	11.51	11.92	
J	09	YR	18,855	19,481	20,191	20,859	21,611	22,362	23,177	24,033	24,889	25,787	09
		MO	1571	1623	1683	1738	1801	1864	1931	2003	2074	2149	
		HR	9.03	9.33	9.67	9.99	10.35	10.71	11.10	11.51	11.92	12.35	
J	10	YR	19,481	20,191	20,859	21,611	22,362	23,177	24,033	24,889	25,787	26,726	10
		MO	1623	1683	1738	1801	1864	1931	2003	2074	2149	2227	
		HR	9.33	9.67	9.99	10.35	10.71	11.10	11.51	11.92	12.35	12.80	
J	11	YR	20,191	20,859	21,611	22,362	23,177	24,033	24,889	25,787	26,726	27,708	11
		MO	1683	1738	1801	1864	1931	2003	2074	2149	2227	2309	
		HR	9.67	9.99	10.35	10.71	11.10	11.51	11.92	12.35	12.80	13.27	
J	12	YR	20,859	21,611	22,362	23,177	24,033	24,889	25,787	26,726	27,708	28,689	12
		MO	1738	1801	1864	1931	2003	2074	2149	2227	2309	2391	
		HR	9.99	10.35	10.71	11.10	11.51	11.92	12.35	12.80	13.27	13.74	
J	13	YR	21,611	22,362	23,177	24,033	24,889	25,787	26,726	27,708	28,689	29,754	13
		MO	1801	1864	1931	2003	2074	2149	2227	2309	2391	2480	
		HR	10.35	10.71	11.10	11.51	11.92	12.35	12.80	13.27	13.74	14.25	
J	14	YR	22,362	23,177	24,033	24,889	25,787	26,726	27,708	28,689	29,754	30,819	14
		MO	1864	1931	2003	2074	2149	2227	2309	2391	2480	2568	
		HR	10.71	11.10	11.51	11.92	12.35	12.80	13.27	13.74	14.25	14.76	
J	15	YR	23,177	24,033	24,889	25,787	26,726	27,708	28,689	29,754	30,819	32,009	15
		MO	1931	2003	2074	2149	2227	2309	2391	2480	2568	2667	
		HR	11.10	11.51	11.92	12.35	12.80	13.27	13.74	14.25	14.76	15.33	
J	16	YR	24,033	24,889	25,787	26,726	27,708	28,689	29,754	30,819	32,009	33,199	16
		MO	2003	2074	2149	2227	2309	2391	2480	2568	2667	2767	
		HR	11.51	11.92	12.35	12.80	13.27	13.74	14.25	14.76	15.33	15.90	
J	17	YR	24,889	25,787	26,726	27,708	28,689	29,754	30,819	32,009	33,199	34,431	17
		MO	2074	2149	2227	2309	2391	2480	2568	2667	2767	2869	
		HR	11.92	12.35	12.80	13.27	13.74	14.25	14.76	15.33	15.90	16.49	
J	18	YR	25,787	26,726	27,708	28,689	29,754	30,819	32,009	33,199	34,431	35,726	18
		MO	2149	2227	2309	2391	2480	2568	2667	2767	2869	2977	
		HR	12.35	12.80	13.27	13.74	14.25	14.76	15.33	15.90	16.49	17.11	
J	19	YR	26,726	27,708	28,689	29,754	30,819	32,009	33,199	34,431	35,726	36,978	19
		MO	2227	2309	2391	2480	2568	2667	2767	2869	2977	3082	
		HR	12.80	13.27	13.74	14.25	14.76	15.33	15.90	16.49	17.11	17.71	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	20	YR	27,708	28,689	29,754	30,819	32,009	33,199	34,431	35,726	36,978	38,273	20
		MO	2309	2391	2480	2568	2667	2767	2869	2977	3082	3189	
		HR	13.27	13.74	14.25	14.76	15.33	15.90	16.49	17.11	17.71	18.33	
J	21	YR	28,689	29,754	30,819	32,009	33,199	34,431	35,726	36,978	38,273	39,672	21
		MO	2391	2480	2568	2667	2767	2869	2977	3082	3189	3306	
		HR	13.74	14.25	14.76	15.33	15.90	16.49	17.11	17.71	18.33	19.00	
J	22	YR	29,754	30,819	32,009	33,199	34,431	35,726	36,978	38,273	39,672	41,113	22
		MO	2480	2568	2667	2767	2869	2977	3082	3189	3306	3426	
		HR	14.25	14.76	15.33	15.90	16.49	17.11	17.71	18.33	19.00	19.69	
J	23	YR	30,819	32,009	33,199	34,431	35,726	36,978	38,273	39,672	41,113	42,574	23
		MO	2568	2667	2767	2869	2977	3082	3189	3306	3426	3548	
		HR	14.76	15.33	15.90	16.49	17.11	17.71	18.33	19.00	19.69	20.39	
J	24	YR	32,009	33,199	34,431	35,726	36,978	38,273	39,672	41,113	42,574	44,078	24
		MO	2667	2767	2869	2977	3082	3189	3306	3426	3548	3673	
		HR	15.33	15.90	16.49	17.11	17.71	18.33	19.00	19.69	20.39	21.11	
Step			01	02	03	04	05	06	07	08	09	10	
Comp Code			A	B	C	D	E	F	G	H	I	J	
YR - Yearly Salary Rate													
MO - Monthly Salary Rate													
HR - Hourly Salary Rate													

APPENDIX L  
"B" SCHEDULE

Comp Code			A	B
Step			01	02
Series	Range			
J	85	YR	17,247	17,748
		MO	1437	1479
		HR	8.26	8.50
J	86	YR	17,748	18,291
		MO	1479	1524
		HR	8.50	8.76
J	87	YR	18,291	18,813
		MO	1524	1568
		HR	8.76	9.01
J	88	YR	18,813	19,398
		MO	1568	1616
		HR	9.01	9.29
J	89	YR	19,398	19,961
		MO	1616	1663
		HR	9.29	9.56
J	90	YR	19,961	20,588
		MO	1663	1716
		HR	9.56	9.86
J	91	YR	20,588	21,193
		MO	1716	1766
		HR	9.86	10.15
J	92	YR	21,193	21,820
		MO	1766	1818
		HR	10.15	10.45
J	93	YR	21,820	22,488
		MO	1818	1874
		HR	10.45	10.77
J	94	YR	22,488	23,177
		MO	1874	1931
		HR	10.77	11.10
J	95	YR	23,177	23,908
		MO	1931	1992
		HR	11.10	11.45



APPENDIX M  
"C" SCHEDULE

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	42	YR	8,477	8,770	9,083	9,375	9,667	10,043	10,336	10,628	10,920	11,171	42
		MO	706	731	757	781	806	837	861	886	910	931	
		HR	4.06	4.20	4.35	4.49	4.63	4.81	4.95	5.09	5.23	5.35	
J	43	YR	8,770	9,083	9,375	9,667	10,043	10,336	10,628	10,920	11,171	11,484	43
		MO	731	757	781	806	837	861	886	910	931	957	
		HR	4.20	4.35	4.49	4.63	4.81	4.95	5.09	5.23	5.35	5.50	
J	44	YR	9,083	9,375	9,667	10,043	10,336	10,628	10,920	11,171	11,484	11,735	44
		MO	757	781	806	837	861	886	910	931	957	978	
		HR	4.35	4.49	4.63	4.81	4.95	5.09	5.23	5.35	5.50	5.62	
J	45	YR	9,375	9,667	10,043	10,336	10,628	10,920	11,171	11,484	11,735	12,110	45
		MO	781	806	837	861	886	910	931	957	978	1009	
		HR	4.49	4.63	4.81	4.95	5.09	5.23	5.35	5.50	5.62	5.80	
J	46	YR	9,667	10,043	10,336	10,628	10,920	11,171	11,484	11,735	12,110	12,444	46
		MO	806	837	861	886	910	931	957	978	1009	1037	
		HR	4.63	4.81	4.95	5.09	5.23	5.35	5.50	5.62	5.80	5.96	
J	47	YR	10,043	10,336	10,628	10,920	11,171	11,484	11,735	12,110	12,444	12,779	47
		MO	837	861	886	910	931	957	978	1009	1037	1065	
		HR	4.81	4.95	5.09	5.23	5.35	5.50	5.62	5.80	5.96	6.12	
J	48	YR	10,336	10,628	10,920	11,171	11,484	11,735	12,110	12,444	12,779	13,113	48
		MO	861	886	910	931	957	978	1009	1037	1065	1093	
		HR	4.95	5.09	5.23	5.35	5.50	5.62	5.80	5.96	6.12	6.28	
J	49	YR	10,628	10,920	11,171	11,484	11,735	12,048	12,444	12,779	13,113	13,447	49
		MO	886	910	931	957	978	1004	1037	1065	1093	1121	
		HR	5.09	5.23	5.35	5.50	5.62	5.77	5.96	6.12	6.28	6.44	
J	50	YR	10,920	11,171	11,484	11,735	12,048	12,403	12,758	13,113	13,447	13,802	50
		MO	910	931	957	978	1004	1034	1063	1093	1121	1150	
		HR	5.23	5.35	5.50	5.62	5.77	5.94	6.11	6.28	6.44	6.61	
J	51	YR	11,171	11,484	11,735	12,048	12,403	12,758	13,113	13,447	13,802	14,198	51
		MO	931	957	978	1004	1034	1063	1093	1121	1150	1183	
		HR	5.35	5.50	5.62	5.77	5.94	6.11	6.28	6.44	6.61	6.80	
J	52	YR	11,484	11,735	12,048	12,403	12,758	13,113	13,447	13,802	14,198	14,616	52
		MO	957	978	1004	1034	1063	1093	1121	1150	1183	1218	
		HR	5.50	5.62	5.77	5.94	6.11	6.28	6.44	6.61	6.80	7.00	
J	53	YR	11,735	12,048	12,403	12,758	13,113	13,447	13,802	14,198	14,616	15,034	53
		MO	978	1004	1034	1063	1093	1121	1150	1183	1218	1253	
		HR	5.62	5.77	5.94	6.11	6.28	6.44	6.61	6.80	7.00	7.20	
J	54	YR	12,048	12,403	12,758	13,113	13,447	13,802	14,198	14,616	15,034	15,493	54
		MO	1004	1034	1063	1093	1121	1150	1183	1218	1253	1291	
		HR	5.77	5.94	6.11	6.28	6.44	6.61	6.80	7.00	7.20	7.42	
J	55	YR	12,403	12,758	13,113	13,447	13,802	14,198	14,616	15,034	15,493	15,890	55
		MO	1034	1063	1093	1121	1150	1183	1218	1253	1291	1324	
		HR	5.94	6.11	6.28	6.44	6.61	6.80	7.00	7.20	7.42	7.61	
J	56	YR	12,758	13,113	13,447	13,802	14,198	14,616	15,034	15,493	15,890	16,328	56
		MO	1063	1093	1121	1150	1183	1218	1253	1291	1324	1361	
		HR	6.11	6.28	6.44	6.61	6.80	7.00	7.20	7.42	7.61	7.82	
J	57	YR	13,113	13,447	13,802	14,198	14,616	15,034	15,493	15,890	16,328	16,829	57
		MO	1093	1121	1150	1183	1218	1253	1291	1324	1361	1402	
		HR	6.28	6.44	6.61	6.80	7.00	7.20	7.42	7.61	7.82	8.06	
J	58	YR	13,447	13,802	14,198	14,616	15,034	15,493	15,890	16,328	16,829	17,351	58
		MO	1121	1150	1183	1218	1253	1291	1324	1361	1402	1446	
		HR	6.44	6.61	6.80	7.00	7.20	7.42	7.61	7.82	8.06	8.31	
J	59	YR	13,802	14,198	14,616	15,034	15,493	15,890	16,328	16,829	17,351	17,832	59
		MO	1150	1183	1218	1253	1291	1324	1361	1402	1446	1486	
		HR	6.61	6.80	7.00	7.20	7.42	7.61	7.82	8.06	8.31	8.54	
J	60	YR	14,198	14,616	15,034	15,493	15,890	16,328	16,829	17,351	17,832	18,333	60
		MO	1183	1218	1253	1291	1324	1361	1402	1446	1486	1528	
		HR	6.80	7.00	7.20	7.42	7.61	7.82	8.06	8.31	8.54	8.78	
Step		01	02	03	04	05	06	07	08	09	10		
Comp Code		A	B	C	D	E	F	G	H	I	J		
YR - Yearly Salary Rate													
MO - Monthly Salary Rate													
HR - Hourly Salary Rate													

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												
J	61	YR	14,616	15,034	15,493	15,890	16,328	16,829	17,351	17,832	18,333	18,917	61
		MO	1218	1253	1291	1324	1361	1402	1446	1486	1528	1576	
		HR	7.00	7.20	7.42	7.61	7.82	8.06	8.31	8.54	8.78	9.06	
J	62	YR	15,034	15,493	15,890	16,328	16,829	17,351	17,832	18,333	18,917	19,481	62
		MO	1253	1291	1324	1361	1402	1446	1486	1528	1576	1623	
		HR	7.20	7.42	7.61	7.82	8.06	8.31	8.54	8.78	9.06	9.33	
J	63	YR	15,493	15,890	16,328	16,829	17,351	17,832	18,333	18,917	19,481	20,045	63
		MO	1291	1324	1361	1402	1446	1486	1528	1576	1623	1670	
		HR	7.42	7.61	7.82	8.06	8.31	8.54	8.78	9.06	9.33	9.60	
J	64	YR	15,890	16,328	16,829	17,351	17,832	18,333	18,917	19,481	20,045	20,650	64
		MO	1324	1361	1402	1446	1486	1528	1576	1623	1670	1721	
		HR	7.61	7.82	8.06	8.31	8.54	8.78	9.06	9.33	9.60	9.89	
J	65	YR	16,328	16,829	17,351	17,832	18,333	18,917	19,481	20,045	20,650	21,214	65
		MO	1361	1402	1446	1486	1528	1576	1623	1670	1721	1768	
		HR	7.82	8.06	8.31	8.54	8.78	9.06	9.33	9.60	9.89	10.16	
J	66	YR	16,829	17,351	17,832	18,333	18,917	19,481	20,045	20,650	21,214	21,799	66
		MO	1402	1446	1486	1528	1576	1623	1670	1721	1768	1817	
		HR	8.06	8.31	8.54	8.78	9.06	9.33	9.60	9.89	10.16	10.44	
J	67	YR	17,351	17,832	18,333	18,917	19,481	20,045	20,650	21,214	21,799	22,446	67
		MO	1446	1486	1528	1576	1623	1670	1721	1768	1817	1871	
		HR	8.31	8.54	8.78	9.06	9.33	9.60	9.89	10.16	10.44	10.75	
J	68	YR	17,832	18,333	18,917	19,481	20,045	20,650	21,214	21,799	22,446	23,093	68
		MO	1486	1528	1576	1623	1670	1721	1768	1817	1871	1924	
		HR	8.54	8.78	9.06	9.33	9.60	9.89	10.16	10.44	10.75	11.06	
J	69	YR	18,333	18,917	19,481	20,045	20,650	21,214	21,799	22,446	23,093	23,720	69
		MO	1528	1576	1623	1670	1721	1768	1817	1871	1924	1977	
		HR	8.78	9.06	9.33	9.60	9.89	10.16	10.44	10.75	11.06	11.36	
Step			01	02	03	04	05	06	07	08	09	10	
Comp Code			A	B	C	D	E	F	G	H	I	J	
YR - Yearly Salary Rate													
MO - Monthly Salary Rate													
HR - Hourly Salary Rate													

APPENDIX N  
"A" SCHEDULE

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	01	YR	15,096	15,639	16,224	16,808	17,372	17,915	18,521	19,147	19,794	20,462	01
		MO	1258	1303	1352	1401	1448	1493	1543	1596	1650	1705	
		HR	7.23	7.49	7.77	8.05	8.32	8.58	8.87	9.17	9.48	9.80	
J	02	YR	15,639	16,224	16,808	17,372	17,915	18,521	19,147	19,794	20,462	21,193	02
		MO	1303	1352	1401	1448	1493	1543	1596	1650	1705	1766	
		HR	7.49	7.77	8.05	8.32	8.58	8.87	9.17	9.48	9.80	10.15	
J	03	YR	16,224	16,808	17,372	17,915	18,521	19,147	19,794	20,462	21,193	21,903	03
		MO	1352	1401	1448	1493	1543	1596	1650	1705	1766	1825	
		HR	7.77	8.05	8.32	8.58	8.87	9.17	9.48	9.80	10.15	10.49	
J	04	YR	16,808	17,372	17,915	18,521	19,147	19,794	20,462	21,193	21,903	22,697	04
		MO	1401	1448	1493	1543	1596	1650	1705	1766	1825	1891	
		HR	8.05	8.32	8.58	8.87	9.17	9.48	9.80	10.15	10.49	10.87	
J	05	YR	17,372	17,915	18,521	19,147	19,794	20,462	21,193	21,903	22,697	23,490	05
		MO	1448	1493	1543	1596	1650	1705	1766	1825	1891	1958	
		HR	8.32	8.58	8.87	9.17	9.48	9.80	10.15	10.49	10.87	11.25	
J	06	YR	17,915	18,521	19,147	19,794	20,462	21,193	21,903	22,697	23,490	24,325	06
		MO	1493	1543	1596	1650	1705	1766	1825	1891	1958	2027	
		HR	8.58	8.87	9.17	9.48	9.80	10.15	10.49	10.87	11.25	11.65	
J	07	YR	18,521	19,147	19,794	20,462	21,193	21,903	22,697	23,490	24,325	25,244	07
		MO	1543	1596	1650	1705	1766	1825	1891	1958	2027	2104	
		HR	8.87	9.17	9.48	9.80	10.15	10.49	10.87	11.25	11.65	12.09	
J	08	YR	19,147	19,794	20,462	21,193	21,903	22,697	23,490	24,325	25,244	26,142	08
		MO	1596	1650	1705	1766	1825	1891	1958	2027	2104	2178	
		HR	9.17	9.48	9.80	10.15	10.49	10.87	11.25	11.65	12.09	12.52	
J	09	YR	19,794	20,462	21,193	21,903	22,697	23,490	24,325	25,244	26,142	27,081	09
		MO	1650	1705	1766	1825	1891	1958	2027	2104	2178	2257	
		HR	9.48	9.80	10.15	10.49	10.87	11.25	11.65	12.09	12.52	12.97	
J	10	YR	20,462	21,193	21,903	22,697	23,490	24,325	25,244	26,142	27,081	28,063	10
		MO	1705	1766	1825	1891	1958	2027	2104	2178	2257	2339	
		HR	9.80	10.15	10.49	10.87	11.25	11.65	12.09	12.52	12.97	13.44	
J	11	YR	21,193	21,903	22,697	23,490	24,325	25,244	26,142	27,081	28,063	29,086	11
		MO	1766	1825	1891	1958	2027	2104	2178	2257	2339	2424	
		HR	10.15	10.49	10.87	11.25	11.65	12.09	12.52	12.97	13.44	13.93	
J	12	YR	21,903	22,697	23,490	24,325	25,244	26,142	27,081	28,063	29,086	30,130	12
		MO	1825	1891	1958	2027	2104	2178	2257	2339	2424	2511	
		HR	10.49	10.87	11.25	11.65	12.09	12.52	12.97	13.44	13.93	14.43	
J	13	YR	22,697	23,490	24,325	25,244	26,142	27,081	28,063	29,086	30,130	31,236	13
		MO	1891	1958	2027	2104	2178	2257	2339	2424	2511	2603	
		HR	10.87	11.25	11.65	12.09	12.52	12.97	13.44	13.93	14.43	14.96	
J	14	YR	23,490	24,325	25,244	26,142	27,081	28,063	29,086	30,130	31,236	32,364	14
		MO	1958	2027	2104	2178	2257	2339	2424	2511	2603	2697	
		HR	11.25	11.65	12.09	12.52	12.97	13.44	13.93	14.43	14.96	15.50	
J	15	YR	24,325	25,244	26,142	27,081	28,063	29,086	30,130	31,236	32,364	33,617	15
		MO	2027	2104	2178	2257	2339	2424	2511	2603	2697	2801	
		HR	11.65	12.09	12.52	12.97	13.44	13.93	14.43	14.96	15.50	16.10	
J	16	YR	25,244	26,142	27,081	28,063	29,086	30,130	31,236	32,364	33,617	34,849	16
		MO	2104	2178	2257	2339	2424	2511	2603	2697	2801	2904	
		HR	12.09	12.52	12.97	13.44	13.93	14.43	14.96	15.50	16.10	16.69	
J	17	YR	26,142	27,081	28,063	29,086	30,130	31,236	32,364	33,617	34,849	36,143	17
		MO	2178	2257	2339	2424	2511	2603	2697	2801	2904	3012	
		HR	12.52	12.97	13.44	13.93	14.43	14.96	15.50	16.10	16.69	17.31	
J	18	YR	27,081	28,063	29,086	30,130	31,236	32,364	33,617	34,849	36,143	37,521	18
		MO	2257	2339	2424	2511	2603	2697	2801	2904	3012	3127	
		HR	12.97	13.44	13.93	14.43	14.96	15.50	16.10	16.69	17.31	17.97	
J	19	YR	28,063	29,086	30,130	31,236	32,364	33,617	34,849	36,143	37,521	38,837	19
		MO	2339	2424	2511	2603	2697	2801	2904	3012	3127	3236	
		HR	13.44	13.93	14.43	14.96	15.50	16.10	16.69	17.31	17.97	18.60	

Step		01	02	03	04	05	06	07	08	09	10
Comp Code		A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate											
MO - Monthly Salary Rate											
HR - Hourly Salary Rate											

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												
J	20	YR	29,086	30,130	31,236	32,364	33,617	34,849	36,143	37,521	38,837	40,194	20
		MO	2424	2511	2603	2697	2801	2904	3012	3127	3236	3350	
		HR	13.93	14.43	14.96	15.50	16.10	16.69	17.31	17.97	18.60	19.25	
J	21	YR	30,130	31,236	32,364	33,617	34,849	36,143	37,521	38,837	40,194	41,656	21
		MO	2511	2603	2697	2801	2904	3012	3127	3236	3350	3471	
		HR	14.43	14.96	15.50	16.10	16.69	17.31	17.97	18.60	19.25	19.95	
J	22	YR	31,236	32,364	33,617	34,849	36,143	37,521	38,837	40,194	41,656	43,159	22
		MO	2603	2697	2801	2904	3012	3127	3236	3350	3471	3597	
		HR	14.96	15.50	16.10	16.69	17.31	17.97	18.60	19.25	19.95	20.67	
J	23	YR	32,364	33,617	34,849	36,143	37,521	38,837	40,194	41,656	43,159	44,704	23
		MO	2697	2801	2904	3012	3127	3236	3350	3471	3597	3725	
		HR	15.50	16.10	16.69	17.31	17.97	18.60	19.25	19.95	20.67	21.41	
J	24	YR	33,617	34,849	36,143	37,521	38,837	40,194	41,656	43,159	44,704	46,291	24
		MO	2801	2904	3012	3127	3236	3350	3471	3597	3725	3858	
		HR	16.10	16.69	17.31	17.97	18.60	19.25	19.95	20.67	21.41	22.17	
Step			01	02	03	04	05	06	07	08	09	10	
Comp Code			A	B	C	D	E	F	G	H	I	J	
YR - Yearly Salary Rate													
MO - Monthly Salary Rate													
HR - Hourly Salary Rate													

APPENDIX O  
"B" SCHEDULE

Comp Code			A	B
Step			01	02
Series	Range			
J	85	YR	18,103	18,625
		MO	1509	1552
		HR	8.67	8.92
J	86	YR	18,625	19,210
		MO	1552	1601
		HR	8.92	9.20
J	87	YR	19,210	19,752
		MO	1601	1646
		HR	9.20	9.46
J	88	YR	19,752	20,358
		MO	1646	1697
		HR	9.46	9.75
J	89	YR	20,358	20,964
		MO	1697	1747
		HR	9.75	10.04
J	90	YR	20,964	21,611
		MO	1747	1801
		HR	10.04	10.35
J	91	YR	21,611	22,258
		MO	1801	1855
		HR	10.35	10.66
J	92	YR	22,258	22,905
		MO	1855	1909
		HR	10.66	10.97
J	93	YR	22,905	23,615
		MO	1909	1968
		HR	10.97	11.31
J	94	YR	23,615	24,325
		MO	1968	2027
		HR	11.31	11.65
J	95	YR	24,325	25,098
		MO	2027	2091
		HR	11.65	12.02

APPENDIX P  
"C" SCHEDULE

Comp Code			A	B	C	D	E	F	G	H	I	J	Range
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												
J	42	YR	8,895	9,208	9,542	9,834	10,148	10,544	10,858	11,150	11,463	11,735	42
		MO	741	767	795	820	846	879	905	929	955	978	
		HR	4.26	4.41	4.57	4.71	4.86	5.05	5.20	5.34	5.49	5.62	
J	43	YR	9,208	9,542	9,834	10,148	10,544	10,858	11,150	11,463	11,735	12,048	43
		MO	767	795	820	846	879	905	929	955	978	1004	
		HR	4.41	4.57	4.71	4.86	5.05	5.20	5.34	5.49	5.62	5.77	
J	44	YR	9,542	9,834	10,148	10,544	10,858	11,150	11,463	11,735	12,048	12,319	44
		MO	795	820	846	879	905	929	955	978	1004	1027	
		HR	4.57	4.71	4.86	5.05	5.20	5.34	5.49	5.62	5.77	5.90	
J	45	YR	9,834	10,148	10,544	10,858	11,150	11,463	11,735	12,048	12,319	12,716	45
		MO	820	846	879	905	929	955	978	1004	1027	1060	
		HR	4.71	4.86	5.05	5.20	5.34	5.49	5.62	5.77	5.90	6.09	
J	46	YR	10,148	10,544	10,858	11,150	11,463	11,735	12,048	12,319	12,716	13,071	46
		MO	846	879	905	929	955	978	1004	1027	1060	1089	
		HR	4.86	5.05	5.20	5.34	5.49	5.62	5.77	5.90	6.09	6.26	
J	47	YR	10,544	10,858	11,150	11,463	11,735	12,048	12,319	12,716	13,071	13,426	47
		MO	879	905	929	955	978	1004	1027	1060	1089	1119	
		HR	5.05	5.20	5.34	5.49	5.62	5.77	5.90	6.09	6.26	6.43	
J	48	YR	10,858	11,150	11,463	11,735	12,048	12,319	12,716	13,071	13,426	13,760	48
		MO	905	929	955	978	1004	1027	1060	1089	1119	1147	
		HR	5.20	5.34	5.49	5.62	5.77	5.90	6.09	6.26	6.43	6.59	
J	49	YR	11,150	11,463	11,735	12,048	12,319	12,653	13,071	13,426	13,760	14,115	49
		MO	929	955	978	1004	1027	1054	1089	1119	1147	1176	
		HR	5.34	5.49	5.62	5.77	5.90	6.06	6.26	6.43	6.59	6.76	
J	50	YR	11,463	11,735	12,048	12,319	12,653	13,029	13,405	13,760	14,115	14,491	50
		MO	955	978	1004	1027	1054	1086	1117	1147	1176	1208	
		HR	5.49	5.62	5.77	5.90	6.06	6.24	6.42	6.59	6.76	6.94	
J	51	YR	11,735	12,048	12,319	12,653	13,029	13,405	13,760	14,115	14,491	14,908	51
		MO	978	1004	1027	1054	1086	1117	1147	1176	1208	1242	
		HR	5.62	5.77	5.90	6.06	6.24	6.42	6.59	6.76	6.94	7.14	
J	52	YR	12,048	12,319	12,653	13,029	13,405	13,760	14,115	14,491	14,908	15,347	52
		MO	1004	1027	1054	1086	1117	1147	1176	1208	1242	1279	
		HR	5.77	5.90	6.06	6.24	6.42	6.59	6.76	6.94	7.14	7.35	
J	53	YR	12,319	12,653	13,029	13,405	13,760	14,115	14,491	14,908	15,347	15,785	53
		MO	1027	1054	1086	1117	1147	1176	1208	1242	1279	1315	
		HR	5.90	6.06	6.24	6.42	6.59	6.76	6.94	7.14	7.35	7.56	
J	54	YR	12,653	13,029	13,405	13,760	14,115	14,491	14,908	15,347	15,785	16,266	54
		MO	1054	1086	1117	1147	1176	1208	1242	1279	1315	1355	
		HR	6.06	6.24	6.42	6.59	6.76	6.94	7.14	7.35	7.56	7.79	
J	55	YR	13,029	13,405	13,760	14,115	14,491	14,908	15,347	15,785	16,266	16,683	55
		MO	1086	1117	1147	1176	1208	1242	1279	1315	1355	1390	
		HR	6.24	6.42	6.59	6.76	6.94	7.14	7.35	7.56	7.79	7.99	
J	56	YR	13,405	13,760	14,115	14,491	14,908	15,347	15,785	16,266	16,683	17,142	56
		MO	1117	1147	1176	1208	1242	1279	1315	1355	1390	1429	
		HR	6.42	6.59	6.76	6.94	7.14	7.35	7.56	7.79	7.99	8.21	
J	57	YR	13,760	14,115	14,491	14,908	15,347	15,785	16,266	16,683	17,142	17,664	57
		MO	1147	1176	1208	1242	1279	1315	1355	1390	1429	1472	
		HR	6.59	6.76	6.94	7.14	7.35	7.56	7.79	7.99	8.21	8.46	
J	58	YR	14,115	14,491	14,908	15,347	15,785	16,266	16,683	17,142	17,664	18,228	58
		MO	1176	1208	1242	1279	1315	1355	1390	1429	1472	1519	
		HR	6.76	6.94	7.14	7.35	7.56	7.79	7.99	8.21	8.46	8.73	
J	59	YR	14,491	14,908	15,347	15,785	16,266	16,683	17,142	17,664	18,228	18,729	59
		MO	1208	1242	1279	1315	1355	1390	1429	1472	1519	1561	
		HR	6.94	7.14	7.35	7.56	7.79	7.99	8.21	8.46	8.73	8.97	
J	60	YR	14,908	15,347	15,785	16,266	16,683	17,142	17,664	18,228	18,729	19,251	60
		MO	1242	1279	1315	1355	1390	1429	1472	1519	1561	1604	
		HR	7.14	7.35	7.56	7.79	7.99	8.21	8.46	8.73	8.97	9.22	

Step	01	02	03	04	05	06	07	08	09	10
Comp Code	A	B	C	D	E	F	G	H	I	J
YR - Yearly Salary Rate										
MO - Monthly Salary Rate										
HR - Hourly Salary Rate										

Comp Code			A	B	C	D	E	F	G	H	I	J	
Step			01	02	03	04	05	06	07	08	09	10	
Series	Range												Range
J	61	YR	15,347	15,785	16,266	16,683	17,142	17,664	18,228	18,729	19,251	19,857	61
		MO	1279	1315	1355	1390	1429	1472	1519	1561	1604	1655	
		HR	7.35	7.56	7.79	7.99	8.21	8.46	8.73	8.97	9.22	9.51	
J	62	YR	15,785	16,266	16,683	17,142	17,664	18,228	18,729	19,251	19,857	20,462	62
		MO	1315	1355	1390	1429	1472	1519	1561	1604	1655	1705	
		HR	7.56	7.79	7.99	8.21	8.46	8.73	8.97	9.22	9.51	9.80	
J	63	YR	16,266	16,683	17,142	17,664	18,228	18,729	19,251	19,857	20,462	21,047	63
		MO	1355	1390	1429	1472	1519	1561	1604	1655	1705	1754	
		HR	7.79	7.99	8.21	8.46	8.73	8.97	9.22	9.51	9.80	10.08	
J	64	YR	16,683	17,142	17,664	18,228	18,729	19,251	19,857	20,462	21,047	21,673	64
		MO	1390	1429	1472	1519	1561	1604	1655	1705	1754	1806	
		HR	7.99	8.21	8.46	8.73	8.97	9.22	9.51	9.80	10.08	10.38	
J	65	YR	17,142	17,664	18,228	18,729	19,251	19,857	20,462	21,047	21,673	22,279	65
		MO	1429	1472	1519	1561	1604	1655	1705	1754	1806	1857	
		HR	8.21	8.46	8.73	8.97	9.22	9.51	9.80	10.08	10.38	10.67	
J	66	YR	17,664	18,228	18,729	19,251	19,857	20,462	21,047	21,673	22,279	22,884	66
		MO	1472	1519	1561	1604	1655	1705	1754	1806	1857	1907	
		HR	8.46	8.73	8.97	9.22	9.51	9.80	10.08	10.38	10.67	10.96	
J	67	YR	18,228	18,729	19,251	19,857	20,462	21,047	21,673	22,279	22,884	23,574	67
		MO	1519	1561	1604	1655	1705	1754	1806	1857	1907	1964	
		HR	8.73	8.97	9.22	9.51	9.80	10.08	10.38	10.67	10.96	11.29	
J	68	YR	18,729	19,251	19,857	20,462	21,047	21,673	22,279	22,884	23,574	24,242	68
		MO	1561	1604	1655	1705	1754	1806	1857	1907	1964	2020	
		HR	8.97	9.22	9.51	9.80	10.08	10.38	10.67	10.96	11.29	11.61	
J	69	YR	19,251	19,857	20,462	21,047	21,673	22,279	22,884	23,574	24,242	24,910	69
		MO	1604	1655	1705	1754	1806	1857	1907	1964	2020	2076	
		HR	9.22	9.51	9.80	10.08	10.38	10.67	10.96	11.29	11.61	11.93	
Step			01	02	03	04	05	06	07	08	09	10	
Comp Code			A	B	C	D	E	F	G	H	I	J	
YR - Yearly Salary Rate													
MO - Monthly Salary Rate													
HR - Hourly Salary Rate													

APPENDIX Q

Comp Code		A	B	C	D	E	F	G	H	I	J	
Step		01	02	03	04	05	06	07	08	09	10	
Series	Range											
J	1	14,031 1,169 6.72	14,386 1,199 6.89	14,741 1,228 7.06	15,117 1,260 7.24	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37		Annual Monthly Hourly
J	2	14,386 1,199 6.89	14,741 1,228 7.06	15,117 1,260 7.24	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	17,915 1,493 8.58		Annual Monthly Hourly
J	3	14,741 1,228 7.06	15,117 1,260 7.24	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	17,915 1,493 8.58	18,749 1,540 8.85		Annual Monthly Hourly
J	4	15,117 1,260 7.24	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	17,957 1,496 8.60	18,479 1,540 8.85	19,043 1,587 9.12		Annual Monthly Hourly
J	5	15,535 1,295 7.44	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	17,999 1,500 8.62	18,521 1,543 8.87	19,043 1,587 9.12	19,627 1,636 9.40		Annual Monthly Hourly
J	6	15,973 1,331 7.65	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	18,040 1,503 8.64	18,562 1,541 8.89	19,168 1,597 9.18	19,627 1,636 9.40	20,025 1,688 9.70		Annual Monthly Hourly
J	7	16,412 1,368 7.86	16,913 1,409 8.10	17,477 1,456 8.37	18,061 1,505 8.65	18,604 1,550 8.91	19,251 1,604 9.22	19,836 1,653 9.50	20,025 1,688 9.70	20,880 1,740 10.00		Annual Monthly Hourly
J	8	16,913 1,409 8.10	17,477 1,456 8.37	18,061 1,505 8.65	18,646 1,554 8.93	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	Annual Monthly Hourly
J	9	17,447 1,456 8.37	18,061 1,505 8.65	18,646 1,554 8.93	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	Annual Monthly Hourly
J	10	18,061 1,505 8.65	18,646 1,554 8.93	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	Annual Monthly Hourly
J	11	18,646 1,554 8.93	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	Annual Monthly Hourly
J	12	19,335 1,611 9.26	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	Annual Monthly Hourly
J	13	20,045 1,670 9.60	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	Annual Monthly Hourly
J	14	20,817 1,735 9.97	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	Annual Monthly Hourly
J	15	21,569 1,797 10.33	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	Annual Monthly Hourly
J	16	22,383 1,865 10.72	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	Annual Monthly Hourly
J	17	23,239 1,937 11.13	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	Annual Monthly Hourly
J	18	24,116 2,010 11.55	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	Annual Monthly Hourly
J	19	24,972 2,081 11.96	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	Annual Monthly Hourly
J	20	25,954 2,163 12.43	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	Annual Monthly Hourly
J	21	26,935 2,245 12.90	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	Annual Monthly Hourly



Comp Code		A	B	C	D	E	F	G	H	I	J	
Step		01	02	03	04	05	06	07	08	09	10	
Series	Range											
J	22	27,937 2,328 13.38	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	Annual Monthly Hourly
J	23	29,002 2,417 13.89	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	Annual Monthly Hourly
J	24	30,109 2,509 14.42	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	Annual Monthly Hourly
J	25	31,257 2,605 14.97	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	Annual Monthly Hourly
J	26	32,427 2,702 15.53	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	44,705 3,725 21.41	Annual Monthly Hourly
J	27	33,659 2,805 16.12	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	44,705 3,725 21.41	46,312 3,859 22.18	Annual Monthly Hourly
J	28	34,911 2,909 16.72	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	44,705 3,725 21.41	46,312 3,859 22.18	47,982 3,999 22.98	Annual Monthly Hourly
J	29	36,331 3,028 17.32	37,459 3,122 17.94	38,816 3,235 18.59	40,215 3,351 19.26	41,656 3,471 19.95	43,159 3,597 20.67	44,705 3,725 21.41	46,312 3,859 22.18	47,982 3,999 22.98		Annual Monthly Hourly

APPENDIX R  
INEQUITY ADJUSTMENTS

Unless otherwise provided in this Appendix, the following inequity adjustments shall be effective July 14, 1982.

<u>Class</u>	<u>Old Range</u>	<u>New Range</u>
Agronomy Services Assistant Director	11I	12I
Agronomy Services Supervisor	8I	9I
**Assistant Group Supervisor	7I	9J
Attorney 2	15I	16I
Attorney 3	19I	20I
Aviation Representative Supervisor	14I	16I
Boiler Inspection Assistant Chief	15H	16I
***Bridge Foreman	14H	14I
***Bridge Maintenance Supervisor	17I	17J
Building Code Section Chief	17G	17I
Capitol Chief Operator	60H	62H
Capitol Complex Grounds Foreman	92B	93B
Central Payrolls Operations Supervisor	9I	10I
Chemical Dependency Counseling Supervisor	7I	8I
Chemical Dependency Counselor, Senior	64H	66H
Correctional Counselor Supervisor	9I	10I
Data Entry Supervisor 1	60H	6H
Driver Evaluator Program Assistant, Director	8I	9I
Driver Evaluator Program Director	10I	11I
Driver Evaluator Supervisor	5I	7I
*Economic Security Computer Operations Supervisor	16J	18J
*Economic Security Data Control Supervisor	13I	16J
*EDP Information System Manager	18I	20J
*EDP Operations Supervisor 1	63H	63I
*EDP Operations Supervisor 2	7I	7J
*EDP Programmer/Analyst Supervisor	12I	14J
*EDP Software Services Supervisor	15J	16J
***Electrical Maintenance Supervisor	14I	14J
***Electrical Traffic Supervisor	16I	16J
***Electronic Maintenance Supervisor	14I	14J
***Equipment Fabrication Superintendent	18I	18J
Food Inspection Assistant Director	11I	12I
Grain Inspection Area Supervisor	8I	9I
Grain Inspection Assistant Director	11I	12I
Grain Inspection Program Supervisor	9I	10I
Grain Inspection Terminal Supervisor	68H	69H
Grounds and Roads Maintenance Supervisor	63H	5I
Health Facility Evaluation Supervisor 2	12I	14I
***Heavy Equipment Mechanic Foreman	16I	16J
***Highway Equipment Supervisor	17I	17J
***Highway Maintenance Foreman	14H	14I
***Highway Maintenance Superintendent	18I	18J
***Highway Maintenance Supervisor	15I	15J
Hydrologist, Principal	18I	18J
Inventory Control Supervisor 1	4I	4J
Inventory Control Supervisor 1 (MM)	9I	9J
Inventory Control Supervisor 2	6I	6J
Inventory Control Supervisor 2 (MM)	11I	11J
Iron Range Research Supervisor	10I	12I

# APPENDIX R (Cont.)

<u>Class</u>	<u>Old Range</u>	<u>New Range</u>
Livestock Licensing/Weighing Assistant Director	11I	12I
Natural Resources Youth Program Assistant Coordinator	4I	7I
Natural Resources Youth Program Coordinator	7I	10I
Personal Property Investigation Assistant Supervisor	11I	13I
Photographic Services Supervisor	11I	12I
Physical Therapist Supervisor	10I	11I
Plant Industries Assistant Director	11I	12I
Printing and Bindry Supervisor	7I	9I
Produce Inspection Supervisor	8I	9I
***Radio Maintenance Supervisor	16I	16J
Regional Transportation Planning Coordinator	16G	16I
Registered Nurse 3 Nursing Supervisor	8I	8J
Registered Nurse 4 Nursing Supervisor	10I	10J
Registered Nurse Administrator-Supervisor	10I	10J
Registered Nurse Supervisor	8I	8J
Rehabilitation Therapist Supervisor	8I	11I
Seed Potato Certification Supervisor	8I	9I
***Signing Supervisor	11G	11H
Survey Crew Supervisor	69H	10I
*Systems Analysis Unit Supervisor	15J	16J
*Systems Supervisor	18I	18J
Treasurer's Unclaimed Property Division Director	12I	14I
***Transportation Electrical Maintenance Superintendent	18I	18J
***Travel and Information Center Supervisor	60H	60I
Veterans Assistance Branch Office Supervisor	66H	8I
Veterans Assistance Supervisor	10I	12I
Veterans Claims Branch Office Supervisor	68H	10I
Weights and Measures Regional Supervisor	10I	12I
Word Processing Center Supervisor	60H	61H
Zoo Records Supervisor	10I	14I

Unless otherwise provided in this Agreement, all supervisors in the classes listed above shall convert to the same relative step in new salary range as they held in the old salary range, in addition to the salary increases provided by Article XVII. Such adjustments shall not affect a supervisor's normal step or progression increase.

All supervisors in the classes EDP Operations Supervisor 1, Grounds and Road Maintenance Supervisor, Survey Crew Supervisor, and Veterans Assistance Branch Office Supervisor who have been at the maximum step of their salary range for twelve (12) calendar months or more shall be immediately eligible for a progression increase.

Supervisors in the classes Boiler Inspection Assistant Chief, Building Code Section chief, EDP Information System Manager, EDP Operations Supervisor 2, EDP Programmer/Analyst Supervisor, Economic Security Data Control Supervisor, Hydrologist Principal, Inventory Control Supervisor 1, Inventory Control Supervisor 2, Regional Transportation Planning Coordinator, Registered Nurse 3 Nursing Supervisor, Registered Nurse 4 Nursing Supervisor, Registered Nurse Administrator-Supervisor, Registered Nurse Supervisor and System Supervisor who have been at the maximum step of their salary range for twenty-four (24)

## APPENDIX R (Cont.)

calendar months or more shall be immediately eligible for a one step satisfactory performance increase.

\*The inequity adjustment for those class titles identified by an \* shall be effective July 1, 1981.

\*\*Supervisors in the class Assistant Group Supervisor shall convert to salary range 14J in the following manner:

<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

Supervisors who were at step 1 before the adjustment shall not be eligible for a progression step increase during the life of this Agreement.

Supervisors who have been at Step 9 for twenty-four (24) calendar months or more shall be immediately eligible for a one-step satisfactory performance increase.

\*\*\*The inequity adjustment for those classes identified by an \*\*\* shall be effective January 1, 1983. Supervisors shall receive this adjustment on the next date on which they would be eligible under their progression code. Supervisors in such classes except for the class of Travel and Information Center Supervisor who have been at the maximum step of their salary range for twenty-four (24) calendar months or more shall be eligible for a one step satisfactory performance increase on their next anniversary date. Supervisors in the class Travel and Information Center Supervisors who have been at the maximum step of their salary range for twelve (12) months or more shall be immediately eligible for a progression increase.

Supervisors in the classes Building Maintenance Supervisor (MM), Building Services Manager (MM), Executive 2 (MM), and Executive 3 (MM) who have been at the maximum step of their salary range for twenty-four (24) months or more prior to July 1, 1981, shall receive a \$500.00 lump sum payment on January 1, 1983.

Depending on the availability of funds and the operational needs of the State Auditor's Office, the Appointing Authority may provide a lump sum payment of \$500.00 to supervisors in the classes of Local Governmental Auditor, Principal and Local Governmental Auditor Director who pass all four parts of the CPA examination.



## APPENDIX T

### Winter Maintenance Schedule

The Department of Transportation and the Association agree that the Appointing Authority may institute split shifts under the winter maintenance schedule.

### Vehicles

Supervisors scheduled by their District Engineer or Office Director to be available to respond to work-related emergencies during hours when the supervisor is not normally working, shall be provided with a State-owned vehicle and will not be charged mileage for driving to and from their work station and their home. It is understood that the State-owned vehicle shall not be used for personal purposes.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MIDDLE MANAGEMENT ASSOCIATION

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER and the Middle Management Association, hereinafter referred to as the ASSOCIATION.

RETROACTIVITY

Section 1. Implementation of Retroactivity.

The parties agree that the following terms shall be treated as retroactively in effect from July 1, 1981:

1. Vacation Schedule contained in Article IX, Vacation and Sick Leave, adjusting earning rates for length of service between 0-5 years.
2. The Vacation and Sick Leave Article language for reinstating vacation and sick leave accrual rates of supervisors reinstated between July 1, 1981, and the effective date of this Memorandum.
3. Supervisors who observed their birthday as a paid holiday between July 1, 1981, and the effective date of this Memorandum, inclusive, shall not be eligible to receive a floating holiday during the first fiscal year of the Agreement.
4. Expense Allowances, Article XVIII, shall be retroactive to July 1, 1981. Supervisors shall submit all changed or additional expense claims by February 1, 1982, or shall lose the right to reimbursement at the higher rates. The Appointing Authority may require proper documentation of such increased or added claims. Retroactivity shall not be extended to supervisors who are not on the payroll as of the effective date of this Memorandum.
5. Relocation Allowances, Article XIX shall be retroactive to July 1, 1981. Supervisors shall submit all changed or additional expense claims by February 1, 1982, or shall lose the right to reimbursement at the higher rates. The Appointing Authority may require proper documentation of such increased or added claims. Retroactivity shall not be extended to supervisors who are not on the payroll as of the effective date of this Memorandum.
6. Wages shall be retroactive to July 1, 1981, except that the work-out-of-class and shift differential provisions contained in the Wage Article shall not be retroactive to July 1, 1981. Retroactivity shall not be extended to supervisors who are not on the payroll as of the effective date of this Memorandum except that supervisors who were separated from State service between July 1, 1981, and the effective date of this Agreement and who were eligible to receive severance pay during such time shall receive a lump sum payment for retroactive wages from July 1, 1981, to the date of their separation.
7. Work Uniforms, Article XXII, shall be retroactive to July 1, 1981.
8. Insurance, Article XVII, shall be retroactive to October 1, 1981.

Section 2. Re-Setting Dates Contained in the Agreement.

Wherever the contract has specified that the Employer or Appointing Authority shall take certain actions within a stated period of time after July 1, 1981, the parties agree to provide that the period for performance shall run forward by the stated number of days from the effective date of this Memorandum.

Section 3. Other Portions of the Agreement.

Unless specifically provided for in a subsequent writing signed by both parties, the other portion of the Agreement not specifically designated in this Memorandum of Understanding shall not be retroactive but shall be effective from the date of ratification of this Agreement by the Legislative Commission on Employee Relations.

In witness whereof, the parties have hereto set their hands on the date first mentioned above.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_

\_\_\_\_\_  
Commissioner of Employee Relations

\_\_\_\_\_

\_\_\_\_\_  
State Labor Negotiator

\_\_\_\_\_

\_\_\_\_\_  
Assistant State Labor Negotiator



MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MIDDLE MANAGEMENT ASSOCIATION

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981 by and between the State of Minnesota, hereinafter referred to as the EMPLOYER and the Middle Management Association, hereinafter referred to as the ASSOCIATION.

CAREER EXECUTIVE SERVICE

Supervisors who are members of the Career Executive Service pursuant to Minnesota Status 43A.18, Subd. 3 shall have the option to have their compensation, terms and conditions of employment governed by the State of Minnesota Managerial/Career Executive Service Plan effective July 1, 1981.

Such supervisors shall notify their Appointing Authority within ninety (90) calendar days of the effective date of this Agreement if they wish to opt out of the Career Executive Service. Supervisors who elect to opt out who have already received a salary increase pursuant to the Managerial/Career Executive Service Plan for Fiscal Year 1982 shall not be eligible for any conversion or across the board increases provided for in this Agreement prior to July 1, 1982.

Supervisors who select to be covered by the Managerial/Career Executive Service Plan shall be governed by this Plan for the life of this Agreement.

For purposes of Article XIII, Section 1, supervisors in the Career Executive Service shall be considered to be serving in a class within the bargaining unit and seniority unit. Supervisors in the Career Executive Service may bump into positions occupied by supervisors not in the Career Executive Service on the basis of Classification Seniority. Supervisors not in the Career Executive Service may bump into positions occupied by supervisors in the Career Executive Service on the basis of Classification Seniority.

In witness whereof, the parties have hereto set their hands on the date first mentioned above.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_  
Commissioner of Employee Relations

\_\_\_\_\_  
State Labor Negotiator

\_\_\_\_\_  
Assistant State Labor Negotiator

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MIDDLE MANAGEMENT ASSOCIATION

This Memorandum of Understanding is made and entered this \_\_\_\_\_ day  
of \_\_\_\_\_, 1981 by and between the State of Minnesota,  
hereinafter referred to as the EMPLOYER and the Middle Management Association,  
hereinafter referred to as the ASSOCIATION.

DEPARTMENT OF NATURAL RESOURCES

Supervisors in the Enforcement Division in the Department of Natural Resources  
shall remain eligible for overtime as provided for in Article XII, Section  
D(2) for the life of the Agreement.

In witness whereof, the parties have hereto set their hands on the date first  
mentioned above.

FOR THE ASSOCIATION

FOR THE EMPLOYER

\_\_\_\_\_  
Commissioner of Employee Relations

\_\_\_\_\_  
State Labor Negotiator

\_\_\_\_\_  
Assistant State Labor Negotiator

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
STATE OF MINNESOTA  
AND  
MIDDLE MANAGEMENT ASSOCIATION

This Memorandum of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1981, by and between the State of Minnesota, hereinafter referred to as the EMPLOYER and the Middle Management Association, hereinafter referred to as the ASSOCIATION.

Study Committee

The parties agree to establish a joint study committee for the purpose of studying a pay for performance compensation system. The committee shall be composed of representatives selected by the Employer and representatives selected by the Association. The committee shall meet during the biennium upon mutual agreement. Thereafter, the committee shall cease to exist, unless both parties by mutual agreement desire to extend it.

In witness whereof, the parties have hereto set their hands on the date first mentioned above.

FOR THE ASSOCIATION

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

FOR THE EMPLOYER

\_\_\_\_\_  
Commissioner of Employee Relations

\_\_\_\_\_  
State Labor Negotiator

\_\_\_\_\_  
Assistant State Labor Negotiator